

A DESIGN-BUILD PROJECT

# VIRGINIA CAPITAL TRAIL— NEW MARKET HEIGHTS PHASE

FROM LONG BRIDGE ROAD (HENRICO) TO KIMAGES ROAD (CHARLES CITY)  
HENRICO COUNTY & CHARLES CITY COUNTY, VIRGINIA

## TECHNICAL PROPOSAL

April 25, 2012

STATE PROJECT NO.: 0005-964-562, P101, R201, C501, B602-B607,  
0005-964-562, C502

FEDERAL PROJECT NO.: OC-5127(789)  
ARRA-F509(048)

CONTRACT ID NO.: C00086279DB51





**ATTACHMENT 4.0.1.1**

**LETTER OF SUBMITTAL CHECKLIST AND CONTENTS**

**(Revised April 13, 2012)**

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

<b>Letter of Submittal Component</b>	<b>Form (if any)</b>	<b>RFP Cross reference</b>	<b>RFP Page Reference</b>
<b>Letter of Submittal Checklist</b>	Attachment 4.0.1.1	Section 4.0.1	Tab 4.0.1.1
<b>Acknowledgment of RFP, Revisions and/or Addenda</b>	Attachment 3.4 (Form C-78)	Section 3.4	Tab 3.4
<b>Letter of Submittal (on Offeror's letterhead)</b>	N/A	Section 4.1	Tab 4.1
Offeror's point of contact and official representative	N/A	Section 4.1.1	Page 3
Declaration of intent to enter into a contract	N/A	Section 4.1.2	Page 3
Statement of proposal validity (120 days)	N/A	Section 4.1.3	Page 3
Principal officer information	N/A	Section 4.1.4	Page 3&4
Offeror's Corporate Structure	N/A	Section 4.1.5	Page 4
Identify Lead Contractor and Lead Designer	N/A	Section 4.1.6	Page 4
Affiliated/subsidiary companies	N/A	Section 4.1.7	Page 4
Debarment Certification (primary participants)	Attachment 4.1.8(a)	Section 4.1.8	Tab 4.1.8 Pages 6-8
Debarment Certification (lower-tier participants)	Attachment 4.1.8(b)	Section 4.1.8	Tab 4.1.8 Pages 9-13
Letter of surety	N/A	Section 4.1.9	Page 4
DBE participation commitment	N/A	Section 4.1.10	Page 4
Substantial completion and final completion dates	N/A	Section 4.1.11	Page 4

<b>Attachments to the Letter of Submittal</b>	N/A	Section 4.2	Tab 4.2.1 to Tab 4.2.3
Offeror's prequalification certificate	N/A	Section 4.2.1	Tab 4.2.1 Page 14
SCC registration information in tabular format	N/A	Section 4.2.2	Tab 4.2.2 Page 15&16
SCC supporting documentation	N/A	Section 4.2.2(a)	Tab 4.2.2 Page 17-22
DPOR office registration information in tabular format	N/A	Section 4.2.2	Tab 4.2.2 Page 15&16
DPOR supporting documentation	N/A	Section 4.2.2(b)	Tab 4.2.2 Pages 23-32
Lead Contractor Work History Form	Attachment 4.2.3(a)	Section 4.2.3	Tab 4.2.3 Pages 33-35
Lead Designer Work History Form	Attachment 4.2.3(b)	Section 4.2.3	Tab 4.2.3 Pages 36-38



**ATTACHMENT 3.4**

**FORM C-78**

(Revised 01/19/09)

Form C-78  
Rev.7-13-05

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

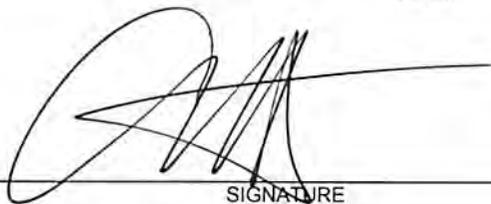
ORDER NO. N/A  
UPC NO. 86279

**ACKNOWLEDGEMENT OF RFP, REVISIONS AND/OR ADDENDA**

Acknowledgement shall be made of receipt of any and all revisions and/or addenda pertaining to the above designated project which are issued by the Virginia Department of Transportation prior to the opening date of Price Proposals as shown in the RFP herein. Failure to include this acknowledgement in the Proposals may result in the rejection of your Proposal.

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

1. Cover letter of March 16, 2012 - RFP  
(Date)
2. Cover letter of April 13, 2012 – Addendum #1  
(Date)
3. Cover letter of \_\_\_\_\_  
(Date)
4. Cover letter of \_\_\_\_\_  
(Date)
5. Cover letter of \_\_\_\_\_  
(Date)
6. Cover letter of \_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
SIGNATURE

April 25, 2012  
DATE





**"BETTER, FASTER, SAFE"**

301 Concourse Boulevard, Suite 300  
Glen Allen, VA 23059  
Phone: 804-290-8500 Fax: 804-418-7935  
[www.americaninfrastructure.com](http://www.americaninfrastructure.com)

April 25, 2012

Mr. Stephen D. Kindy, P.E.  
Virginia Department of Transportation  
1221 East Broad Street  
Main Building, 4<sup>th</sup> Floor  
Richmond, VA 23219

**Letter of Submittal - New Market Heights Phase of the Virginia Capital Trail**  
From Long Bridge Road in Henrico County to Kimages Road in Charles City County  
Henrico County and Charles City County, Virginia  
Project No.: 0005-964-562, P101, R201, C501, B602-B607  
0005-964-562, C502  
Federal Project No.: OC-5127(789)  
ARRA-FS09(048)  
Contract ID Number: C00086279DB51

Dear Mr. Kindy:

American Infrastructure-VA, Inc. (AI-VA) is pleased to submit our Letter of Submittal for the Virginia Department of Transportation Virginia Capital Trail – New Market Phase Design-Build Project in Henrico and Charles City Counties, Virginia. AI-VA is one of the largest and most respected contractors in the Mid-Atlantic Region with a reputation of delivering quality projects, on time and on budget, with a proven safety record. AI has performed over \$2B of construction in the Mid-Atlantic area over the last five years with \$1.3B of this work specifically in the highway and bridge sectors. AI-VA is committed to the utilization of local labor and establishing relationships with local small businesses and minority firms. We trust that you will find our qualifications exceptional and ask that you keep in mind the following strengths of our team:

- **A Successful Team** AI-VA is committed to providing VDOT with a team that has the experience and expertise to ensure schedule, costs, and project controls are balanced, for the sole purpose of delivering a quality project. AI-VA, along with its partners, will be referred to throughout this proposal as the AI Team. American Infrastructure has extensive experience working on multiple design-build projects including: 1) the \$39M Airport Connector Road in Richmond, 2) the \$6.7M Route 29 Approaches and Bridge over the Tye River, Amherst/Nelson Counties, and the most recent pursuits, 3) the \$32.6M Middle Ground Boulevard Extension and, 4) the \$18.5M Elm Avenue Design-Build Project; for which AI-VA has been shortlisted. An overview of our team is provided under "The AI Team" heading below.
- **A History of Innovative Solutions** AI-VA has brought significant cost savings back to the Commonwealth on the last four large transportation projects bid through innovative solutions in design and construction. The Hampton Boulevard (VDOT B26) grade separation project in Norfolk,

the ACR Design-Build highway improvement project in Richmond, the Route 29 Approaches and Bridge over the Tye River Design-Build project located in Amherst/Nelson County, and the recently awarded Middle Ground Boulevard Extension Design-Build project in Newport News have benefited from innovative solutions derived by AI-VA with our lead Design Engineer on each of those projects. Given the characteristics of this project, innovative design and construction practices will be required for a successful project.

- **An Understanding of Project Goals and Objectives** The AI Team understands the project priority to be: 1) Cost – providing the best price for the scope of work identified in this RFP. The AI Team is also committed to providing a successful project as related to schedule by minimizing Project duration, quality through design approach and construction methods, and safety by completing the project with zero injuries. Through this goal and these commitments the AI Team will provide a high quality product that is delivered on time and on budget.
- **A Commitment to Exceed VDOT Expectations** The AI Team is committed to exceeding VDOT's expectations by focusing on the following initiatives: (1) Develop and execute a project specific QA and QC Program for both design and construction (2) Integrate a team of Design and Construction Professionals experienced in the Design Build Delivery Process (3) Establish and maintain an open dialogue with all stakeholders (4) Expedite the Design and Construction Process to enabling the Public to benefit from the trail sooner.
- **A Proven Safety Record** AI-VA has a strong culture with regard to safety. Outlined below under the "AI Safety Program" is AI's commitment to **safety, as illustrated** through both policy and an excellent record.
- **Financial Strength** AI-VA's construction operations are supported by our financial strength, bonding capacity, and ability to draw upon the expertise and extensive resources of our affiliated companies Allan A. Myers, LP and AI-MD. These resources allow AI-VA to provide competitive pricing and bring quality and innovative solutions to the project.

**The AI Team** AI-VA will lead the Design-Build team. Our design partner for this project is Rinker Design Associates, PC (RDA) who will be the Lead Designer and provide Quality Control for the design process. Our Team is complemented by our experienced and qualified consultant partners whom we know are the best fit for this project. AI-VA and our partners have significant working knowledge of VDOT's design-build project requirements and experience with VDOT's Central Office procedures. The design team is completed through the addition of the following subconsultants:

Supporting RDA will be DMY Engineering Consultants, LLC as the project Geotechnical Engineer and Mead & Hunt, Inc as the structural engineer for the Project.

The AI Team recognizes that a high quality product is achievable when Quality Management is engaged. Quality Management is establishing, monitoring, and improving the effectiveness of quality assurance and quality control. QA/QC management will be achieved through the development of the Project QA/QC Plan and the Project Management Plan (PMP) which includes the setup of the Project's central file, quality audits, project closeout procedures and client feedback. American Infrastructure developed and successfully utilized this plan on our recently completed Airport Connector Road D-B project and is currently utilizing it on the AI-VA led Route 29 Tye River D-B Project. The results have been quick resolution of quality issues, and good communication and coordination between AI and the Owner.

Leading the Quality Assurance Program will be NXL Construction Co., Inc. (NXL). NXL will operate independently from the design, design quality control, and construction quality control portions of the

team. NXL will be supported by SM&E, Inc. (SM&E) for independent QA testing. DMYEC will conduct the Quality Control Program for the Project.

**Safety Program:** To reflect our commitment to safety, AI-VA believes that “Everyone Has a Voice.” To ensure that everyone is communicating safe practices, we conduct two daily meetings with each crew, one before we start work, and one after we finish for the day. All employees are encouraged to openly address safety concerns during those meetings. In addition, every employee and stakeholder within the project has the right to stop work if there is a safety issue. A project is not a success unless the goal of zero incidents is achieved. It is the policy of the AI Team to perform all work in the safest manner possible consistent with good construction practices.

AI-VA provides a full-time Safety Coordinator dedicated to each project to ensure 100% compliance in wearing hardhats, eye protection, foot protection and reflective clothing, and to ensure that all subcontractors and subconsultants are compliant with the safety policies and procedures established by AI-VA. As part of our Project Safety and Loss Control Policy, a crisis management plan is implemented on all projects to minimize impacts.

In order to further support our relentless focus on safety, below is AI-VA’s industry-excellent five-year history for Experience Modification Rate (EMR), number of OSHA Citations (OSHA), number of VOSH Citations (VOSH), Recordable Incident Rate (RIR), and Lost Time Incident Rate (LTIR). These are truly exceptional rates when compared to the industry, and have put AI-VA at the top of the list for industry excellence in safety.

<b>AI-VA SAFETY PERFORMANCE</b>					
Year	EMR	RIR	LTIR	OSHA	VOSH
2011	0.69	3.80	1.04	0	1
2010	0.80	0.99	0.00	0	0
2009	0.75	0.42	0.00	0	2
2008	0.68	2.74	0.48	0	0
2007	0.66	4.20	0.52	0	0

The AI Team offers the statements shown below, as requested in **Section 4.1.1** of the Request for Proposal. The required attachments and supporting documentation can be found in the following corresponding sections, as referenced in the preceding 4.1.2 Letter of Submittal Checklist and Contents.

**4.1.1** David Nardon is the official representative and point of contact for The AI Team relative to this proposal. In his role as the Alternate Delivery Program Manager, he will be responsible for oversight of the entire team. The required contact information follows:

J. David Nardon	804.290.8528 (Telephone)
Alternate Delivery Program Manager	610.222.4351 (Fax)
301 Concourse Blvd, Suite 300	443.876.6367 (Cell)
Glen Allen, VA 23059	david.nardon@americaninfrastructure.com

**4.1.2** AI-VA intends to enter into a contract with VDOT for this Project in accordance with the terms and conditions of this RFP.

**4.1.3** The offer represented by this proposal will remain in full force and effect for one hundred and twenty days (120) after submittal to VDOT on April 25, 2012.

**4.1.4** The principal officer of American Infrastructure-VA, Inc. with whom the Design-Build contract would be executed is:

**Aaron T. Myers**  
Vice President/General Manager  
301 Concourse Blvd, Suite 300  
Glen Allen, VA 23059

804.290.8525 (Telephone)  
610.222.3360 (Fax)  
aaron.myers@americaninfrastructure.com

**4.1.5** American Infrastructure-VA, Inc. is a registered Corporation in the Commonwealth of Virginia and will take financial responsibility for the Project without limitation. AI-VA has a bonding capacity of \$600M.

**4.1.6** American Infrastructure-VA, Inc. will be the Lead Contractor for the Project. Rinker Design Associates, PC will be Lead Designer for the Project.

**4.1.7** The affiliated companies of American Infrastructure-VA, Inc. are:

**American Infrastructure-MD, Inc.**  
2011 Belair Road, Fallston  
MD 21047-2721

**Allan A. Myers, L.P.**  
1805 Berks Road  
Worcester, PA 19490

The following AI Team members do not have any affiliated and / or subsidiary companies:

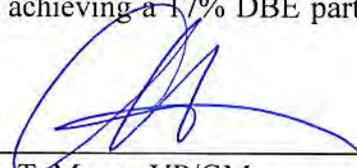
- Rinker Design Associates, PC
- DMY Engineering Consultants, LLC
- Mead & Hunt, Inc.
- NXL Construction Co., Inc.
- S&ME, Inc.

**4.1.8 Certification Regarding Debarment:** The executed Primary & Lower Tier Attachments 4.1.8(a) and (b) are included in *Appendix 4.1.8*.

**4.1.9 Evidence of Bonding and Surety:** AI-VA has the capability to obtain a performance and payment bond on the estimated contract value of the project. Our letter from Rosenberg & Parker (dated April 25, 2012) supporting this information is found on page 5 of the proposal.

**4.1.10 DBE Goal Statement:** It is the policy of American Infrastructure - VA to support the establishment, preservation of, and contribute to, the viability of small businesses owned by women and minorities. AI-VA is committed to achieving a 17% DBE participation goal for the entire value of the contract.

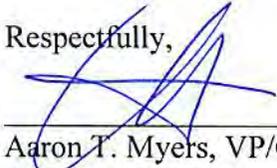
Dated: 4/25/12

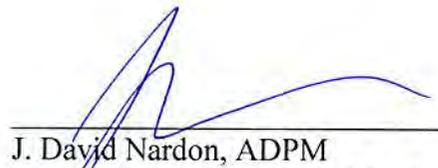
By:   
Aaron T. Myers, VP/GM  
American Infrastructure - VA, Inc.

**4.1.11 Substantial and Final Completion:** The AI Team is providing a Substantial and Final Completion Date of September 30, 2013.

The AI Team is 100% committed to delivering a successful, quality project to VDOT, on time and on budget. We trust you will find our commitment to VDOT is focused and we look forward to partnering with you on this important project.

Respectfully,

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

  
J. David Nardon, ADPM  
American Infrastructure - VA, Inc.

# ROSENBERG & PARKER

## S U R E T Y B O N D S

April 25, 2012

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

Re: American Infrastructure-VA, Inc.  
Request for Qualifications – A Design-Build Project  
State Project No.: 0005-964-562, P101, R201, C501, B602-B607, 0005-964-562, C502  
Contract ID No. C00086279DB51  
Virginia Capital Trail – New Market Heights Phase  
From Long Bridge Road in Henrico County  
To Kimages Road in Charles City County  
Estimated Contract Value: \$10,300,000

To Whom It May Concern:

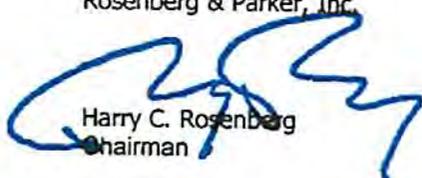
American Infrastructure-VA, Inc., a subsidiary of American Infrastructure, is a highly regarded and valued client of Liberty Mutual Insurance Company and Arch Insurance Company. Liberty Mutual Insurance Company is rated A XV in the Best's Key Rating Guide, listed in the Department of the Treasury's listing 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. Liberty 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., Liberty 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 Liberty and Arch 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., Liberty Mutual 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.

  
Harry C. Rosenberg  
Chairman

HCR/mgh

cc: Mr. Jack Butler, Liberty Mutual Insurance Company  
Mr. Joe Crawford, Arch Insurance Company

455 SOUTH GULPH ROAD • SUITE 400 • KING OF PRUSSIA, PENNSYLVANIA 19406  
p 610.668.9100 • p 800.394.9200 • f 610.667.5200  
info@suretybond.com • suretybond.com





~~March 16, 2012~~ Addendum #1 – April 13, 2012

**ATTACHMENT 4.1.78(a)**  
**CERTIFICATION REGARDING DEBARMENT**  
**PRIMARY COVERED TRANSACTIONS**  
(To be completed by Primary Participants)

UPC No.: 86279

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

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

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

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

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

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

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

Signature

Date

Vice President/General Manager

Title

American Infrastructure-VA, Inc.

Name of Firm

~~March 16, 2012~~ Addendum #1 – April 13, 2012

**ATTACHMENT 4.1.78(a)**  
**CERTIFICATION REGARDING DEBARMENT**  
**PRIMARY COVERED TRANSACTIONS**  
**(To be completed by Primary Participants)**

UPC No.: 86279

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

<u>Dale R. Wilson</u>	<u>4/24/12</u>	<u>President</u>
Signature	Date	Title

Allan A. Myers, LP

Name of Firm

~~March 16, 2012~~ Addendum #1 – April 13, 2012

**ATTACHMENT 4.1.78(a)**  
**CERTIFICATION REGARDING DEBARMENT**  
**PRIMARY COVERED TRANSACTIONS**  
**(To be completed by Primary Participants)**

UPC No.: 86279

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.

Dale R. Wilson 4/24/12 President  
Signature Date Title

American Infrastructure-MD, Inc.  
Name of Firm

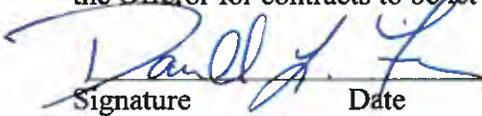
~~March 16, 2012~~ addendum#1 – April 13, 2012

**ATTACHMENT 4.1.78(b)**  
**CERTIFICATION REGARDING DEBARMENT**  
**LOWER TIER COVERED TRANSACTIONS**  
(To be completed by Lower Tier Participants)

UPC No.: 86279

- 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.

 4/23/12 Principal/General Manager  
Signature Date Title

Rinker Design Associates, P.C.

Name of Firm

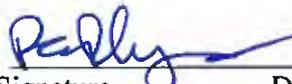
~~March 16, 2012~~ addendum #1 – April 13, 2012

**ATTACHMENT 4.1.78(b)**  
**CERTIFICATION REGARDING DEBARMENT**  
**LOWER TIER COVERED TRANSACTIONS**  
(To be completed by Lower Tier Participants)

UPC No.: 86279

- 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.

      4/20/12      Vice President  
Signature                      Date                      Title

Mead & Hunt, Inc.

Name of Firm

**ATTACHMENT 4.1.78(b)**  
**CERTIFICATION REGARDING DEBARMENT**  
**LOWER TIER COVERED TRANSACTIONS**

(To be completed by Lower Tier Participants)

UPC No.: 86279

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

	<u>4/20/2012</u>	<u>President and CEO</u>
Signature	Date	Title

DMY Engineering Consultants, LLC

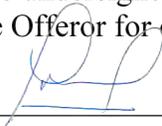
Name of Firm

**ATTACHMENT 4.1.78(b)**  
**CERTIFICATION REGARDING DEBARMENT**  
**LOWER TIER COVERED TRANSACTIONS**  
(To be completed by Lower Tier Participants)

UPC No.: 86279

- 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	April 23, 2012 _____ Date	President _____ Title
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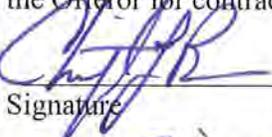
NXL Construction Services, Inc.  
\_\_\_\_\_  
Name of Firm

**ATTACHMENT 4.1.78(b)**  
**CERTIFICATION REGARDING DEBARMENT**  
**LOWER TIER COVERED TRANSACTIONS**  
(To be completed by Lower Tier Participants)

UPC No.: 86279

- 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.

 4/20/2012 Branch Manager  
Signature Date Title  
S&ME, Inc  
Name of Firm



=====  
G303  
AMERICAN INFRASTRUCTURE-VA, INC.  
PREQ. EXP : 01/31/2013

--PREQ ADDRESS -----	-- WORK CLASSES -----
301 CONCOURSE BLVD	002 - GRADING
SUITE 300	003 - MAJOR STRUCTURES
GLEN ALLEN, VA 23059	004 - BITUMINOUS CONCRETE PAVING
PHONE : 804-290-8500	007 - MINOR STRUCTURES
FAX : 804-418-7935	013 - ROADWAY PLANNING
	171 - SURFACE TREATMENT

BUSINESS CONTACT: THURSTON, GINA  
EMAIL: GINA.THURSTON@AMERICANINFRASTRUCTURE.COM  
-----DBE INFORMATION-----

DBE TYPE : N/A  
DBE CONTACT: N/A  
DBE/WBE EXP: N/A

=====  
A426  
AMERICAN LIGHTING & SIGNALIZATION, INC.  
PREQ. EXP : 01/31/2012

--PREQ ADDRESS -----	-- WORK CLASSES -----
708 BLAIR MILL RD	018 - ELECTRICAL INSTALLATION
WILLOW GROVE, PA 19090-0000	052 - TRAFFIC SIGNAL
PHONE : 215-784-1411	072 - ROADWAY LIGHTING
FAX : 215-784-1408	

BUSINESS CONTACT: RHEA, SCOTT GERARD  
EMAIL: SRHEA@ASPLUNDH.COM  
-----DBE INFORMATION-----

DBE TYPE : N/A  
DBE CONTACT: N/A  
DBE/WBE EXP: N/A



#### 4.2.2 Tabular Listing of Team's Licensure Information

4.2.2(a)	4.2.2(b)
<p><b>American Infrastructure – VA, Inc.</b> 0113780-1 Corporation <i>Status: Active</i></p>	<p>44209 Wade Drive Chantilly, VA 20152 <i>Class A Contractors</i> 2701 009872A Exp. 12.31.12</p>
<p><b>Rinker Design Associates, PC</b> 0227062-7 Corporation <i>Status: Active</i></p>	<p>301 Concourse Boulevard, Suite 120 Richmond, VA 23059 <i>Eng</i> 0410 000220 Exp. 02.28.14</p>
	<p>9300 West Courthouse Road, Suite 300 Manassas, VA 20110 <i>Eng, LS</i> 0405 000502 Exp. 12.31.13 <i>Real Estate Appraiser</i> 4008 001684 Exp. 02.28.13</p>
	<p>927 Maple Grove Drive, Suite 105 Fredericksburg, VA 22407 <i>Eng</i> 0410 000156 Exp. 02.28.14</p>
<p><b>Mead &amp; Hunt, Inc.</b> F128500-8 Foreign Corporation <i>Status: Active</i></p>	<p>4860 Cox Road, Suite 200 Glen Allen, VA 23060 <i>Eng, LS</i> 0407 005820 Exp. 12.31.13</p>
	<p>511 Robert M Grissom Parkway Myrtle Beach, SC 29577 <i>LA</i> 0411 000895 Exp. 02.28.14</p>
<p><b>DMY Engineering Consultants, LLC</b> S313497-2 Corporation <i>Status: Active</i></p>	<p>45662 Terminal Drive, Suite 110 Dulles, VA 20166 <i>Eng</i> 0407 005631 Exp. 12.31.13</p>
<p><b>NXL Construction Co., Inc.</b> 0349742-7 Corporation <i>Status: Active</i></p>	<p>114 East Cary Street, Suite 200 Richmond, VA 23219 <i>Eng, LS</i> 0407 003031 Exp. 12.31.13</p>
<p><b>S&amp;ME, Inc.</b></p>	<p>8211 Hermitage Road</p>

F115456-8  
Corporation  
Status: Active

Richmond, VA 23228  
Eng  
0411 000524 Exp. 02.28.14

*Full-size copies of the SCC supporting registration information are included on the following pages.  
Full-size copies of the DPOR supporting registration information for each office practicing or offering to practice professional services are also included on the following pages.*



Commonwealth of Virginia  
State Corporation Commission

Virg

CISM0180

CORPORATE DATA INQUIRY

04/12/12

14:35:15

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

STREET: 4701 COX RD STE 301 AR RTN MAIL:

CITY: GLEN ALLEN STATE : VA ZIP: 23060 6802  
 R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 01/05/04 LOC : 143  
 ACCEPTED AR#: 211 16 3675 DATE: 09/20/11 HENRICO COUNTY  
 CURRENT AR#: 211 16 3675 DATE: 09/20/11 STATUS: A ASSESSMENT INDICATOR: 0

YEAR	FEES	PENALTY	INTEREST	TAXES	BALANCE	TOTAL SHARES
11	670.00					100,000

---

 (Screen Id:/Corp\_Data\_Inquiry)



Commonwealth of Virginia  
State Corporation Commission

Virg

CISM0180

CORPORATE DATA INQUIRY

04/23/12

16:11:40

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 AR RTN MAIL:  
 9302 LEE HWY STE 1100

CITY: FAIRFAX STATE : VA ZIP: 22031 6054  
 R/A STATUS: 4 ATTORNEY EFF. DATE: 08/28/03 LOC : 129  
 ACCEPTED AR#: 212 01 8537 DATE: 01/05/12 FAIRFAX COUNTY  
 CURRENT AR#: 212 01 8537 DATE: 01/05/12 STATUS: A ASSESSMENT INDICATOR: 0

YEAR	FEES	PENALTY	INTEREST	TAXES	BALANCE	TOTAL SHARES
12	190.00					20,000

---

 (Screen Id:/Corp\_Data\_Inquiry)



CISM0180

CORPORATE DATA INQUIRY

04/17/12

08:53:53

CORP ID: F128500 - 8 STATUS: 00 ACTIVE STATUS DATE: 04/15/09  
 CORP NAME: MEAD AND HUNT, INC.

DATE OF CERTIFICATE: 02/27/1997 PERIOD OF DURATION: INDUSTRY CODE: 00  
 STATE OF INCORPORATION: WI WISCONSIN STOCK INDICATOR: S STOCK  
 MERGER IND: CONVERSION/DOMESTICATION IND:  
 GOOD STANDING IND: Y MONITOR INDICATOR:  
 CHARTER FEE: 150.00 MON NO: MON STATUS: MONITOR DTE:  
 R/A NAME: NATIONAL CORPORATE RESEARCH, LTD.

STREET: 250 BROWNS HILL COURT AR RTN MAIL:

CITY: MIDLOTHIAN STATE : VA ZIP: 23114  
 R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 11/03/10 LOC : 120  
 ACCEPTED AR#: 212 50 2051 DATE: 01/11/12 CHESTERFIELD CO  
 CURRENT AR#: 212 50 2051 DATE: 01/11/12 STATUS: A ASSESSMENT INDICATOR: 0  
 YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES  
 12 490.00 70,000

---

(Screen Id:/Corp\_Data\_Inquiry)



04/23/12

LLCM3220

LLC DATA INQUIRY

16:13:15

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:

P R I N C I P A L O F F I C E A D D R E S S

STREET: 45662 TERMINAL DR STE 110

CITY: DULLES STATE: VA ZIP: 20166-0000

R E G I S T E R E D A G E N T I N F O R M A T I O N

R/A NAME: WEIYI MA

STREET: 45662 TERMINAL DRIVE

SUITE 110

RTN MAIL:

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
12	50.00			

(Screen Id:/LLC\_Data\_Inquiry)



Commonwealth of Virginia  
State Corporation Commission

Virg

CISM0180

CORPORATE DATA INQUIRY

04/12/12

15:26:17

CORP ID: 0349742 - 7 STATUS: 00 ACTIVE STATUS DATE: 11/17/89  
 CORP NAME: **NXL CONSTRUCTION CO., INC.**

DATE OF CERTIFICATE: 11/17/1989 PERIOD OF DURATION: INDUSTRY CODE: 00  
 STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: S STOCK  
 MERGER IND: CONVERSION/DOMESTICATION IND:  
 GOOD STANDING IND: Y MONITOR INDICATOR:  
 CHARTER FEE: 50.00 MON NO: MON STATUS: MONITOR DTE:  
 R/A NAME: NICOMEDES L DE LEON

STREET: 9606 GEORGE'S BLUFF RD AR RTN MAIL:

CITY: RICHMOND STATE : VA ZIP: 23229  
 R/A STATUS: 2 OFFICER EFF. DATE: 10/08/98 LOC : 143  
 ACCEPTED AR#: 211 16 4444 DATE: 09/20/11 HENRICO COUNTY  
 CURRENT AR#: 211 16 4444 DATE: 09/20/11 STATUS: A ASSESSMENT INDICATOR: 0

YEAR	FEES	PENALTY	INTEREST	TAXES	BALANCE	TOTAL SHARES
11	100.00					5,000

---

 (Screen Id:/Corp\_Data\_Inquiry)



CISM0180

CORPORATE DATA INQUIRY

04/19/12

10:25:47

CORP ID: F115456 - 8 STATUS: 00 ACTIVE STATUS DATE: 10/29/97  
 CORP NAME: S&ME, INC.

DATE OF CERTIFICATE: 10/29/1997 PERIOD OF DURATION: INDUSTRY CODE: 00  
 STATE OF INCORPORATION: NC NORTH CAROLINA STOCK INDICATOR: S STOCK  
 MERGER IND: S SURVIVOR CONVERSION/DOMESTICATION IND:  
 GOOD STANDING IND: Y MONITOR INDICATOR:  
 CHARTER FEE: 1800.00 MON NO: MON STATUS: MONITOR DTE:  
 R/A NAME: NATIONAL CORPORATE RESEARCH, LTD.

STREET: 250 BROWNS HILL COURT AR RTN MAIL:

CITY: MIDLOTHIAN STATE : VA ZIP: 23114  
 R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 02/02/12 LOC : 120  
 ACCEPTED AR#: 211 16 6563 DATE: 09/23/11 CHESTERFIELD CO  
 CURRENT AR#: 211 16 6563 DATE: 09/23/11 STATUS: A ASSESSMENT INDICATOR: 0  
 YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES  
 11 1,700.00 1,000,000

---

(Screen Id:/Corp\_Data\_Inquiry)

**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

**EXPIRES ON  
12-31-2012**

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

**NUMBER  
2701 009872A**

**BOARD FOR CONTRACTORS  
CLASS A CONTRACTORS LICENSE**

**AMERICAN INFRASTRUCTURE-VA INC  
44209 WADE DRIVE  
CHANTILLY VA 20152**



*Gordon N. Dixon*  
Gordon N. Dixon, Director

**\*CLASSIFICATIONS\* H/H**

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(POCKET CARD)

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**



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

EXPIRES ON  
02-28-2014

NUMBER  
0410000220

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

PROFESSIONS: ENG

RINKER DESIGN ASSOCIATES PC  
301 CONCOURSE BLVD, STE 120  
GLEN ALLEN, VA 23059



*Gordon N. Dixon*  
Gordon N. Dixon, Director

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**EXPIRES ON  
12-31-2013**

**NUMBER  
0405000502**

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  
9300 WEST COURTHOUSE RD  
STE 300  
MANASSAS, VA 22110**



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Gordon N. Dixon, Director

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COMMONWEALTH OF VIRGINIA**

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

EXPIRES ON

**02-28-2013**

NUMBER

**4008 001684**

**REAL ESTATE APPRAISER BOARD  
BUSINESS REGISTRATION**

**RINKER DESIGN ASSOCIATES PC  
9300 W COURTHOUSE RD STE 300  
MANASSAS VA 20110**



*Gordon N. Dixon*

Gordon N. Dixon, Director

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COMMONWEALTH OF VIRGINIA**

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

**EXPIRES ON  
02-28-2014**

**NUMBER  
0410000156**

**BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS  
AND LANDSCAPE ARCHITECTS  
PROFESSIONAL CORPORATION BRANCH OFFICE REGISTRATION  
PROFESSIONS: ENG, LS**

**RINKER DESIGN ASSOCIATES PC  
927 MAPLE GROVE DR STE 105  
FREDERICKSBURG, VA 22407**



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Gordon N. Dixon, Director

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COMMONWEALTH OF VIRGINIA**

**EXPIRES ON  
12-31-2013**

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

**NUMBER  
0407005820**

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

**PROFESSIONS: ENG, LS**

**MEAD AND HUNT, INC  
4860 COX ROAD, STE 200  
GLEN ALLEN, VA 23060**



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Gordon N. Dixon, Director

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**COMMONWEALTH OF VIRGINIA**

**BOARD FOR APPELSCIDLA  
BUSINESS ENTITY REGISTRATION  
NUMBER: 0407005820 EXPIRES: 12-31-2013  
PROFESSIONS: ENG, LS  
MEAD AND HUNT, INC  
4860 COX ROAD, STE 200  
GLEN ALLEN, VA 23060**



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COMMONWEALTH OF VIRGINIA

EXPIRES ON  
02-28-2014

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

NUMBER  
0411000895

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

PROFESSIONS: LA, ENG

MEAD AND HUNT INC  
511 ROBERT M GRISSOM PKWY  
MYRTLE BEACH, SC 29577



*Gordon N. Dixon*  
Gordon N. Dixon, Director

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(POCKET CARD)

COMMONWEALTH OF VIRGINIA

BOARD FOR APPLSCIDLA  
BUSINESS ENTITY BRANCH OFFICE REGISTRATION  
NUMBER: 0411000895 EXPIRES: 02-28-2014  
PROFESSIONS: LA, ENG  
MEAD AND HUNT INC  
511 ROBERT M GRISSOM PKWY  
MYRTLE BEACH, SC 29577



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DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

EXPIRES ON  
12-31-2013

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

NUMBER  
0407005631

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

PROFESSIONS: ENG

DMY ENGINEERING CONSULTANTS, LLC  
45662 TERMINAL DRIVE  
SUITE 110  
DULLES, VA 20166



*Gordon N. Dixon*  
Gordon N. Dixon, Director

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(POCKET CARD)

COMMONWEALTH OF VIRGINIA

BOARD FOR APPLSCIDLA  
BUSINESS ENTITY REGISTRATION  
NUMBER: 0407005631 EXPIRES: 12-31-2013  
PROFESSIONS: ENG  
DMY ENGINEERING CONSULTANTS, LLC  
45662 TERMINAL DRIVE  
SUITE 110  
DULLES, VA 20166



(front)

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**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

**EXPIRES ON  
12-31-2013**

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

**NUMBER  
0407003031**

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

**PROFESSIONS: ENG, LS**

**NXL CONSTRUCTION CO INC  
NXL CONSTRUCTION SERVICES INC  
114 E CARY ST STE 200  
RICHMOND, VA 23219**



*Gordon N. Dixon*  
Gordon N. Dixon, Director

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(POCKET CARD)

**COMMONWEALTH OF VIRGINIA**

**BOARD FOR APPELSCIDLA  
BUSINESS ENTITY REGISTRATION  
NUMBER: 0407003031 EXPIRES: 12-31-2013  
PROFESSIONS: ENG, LS  
NXL CONSTRUCTION CO INC NXL CONSTRUCTION  
SERVICES INC  
114 E CARY ST STE 200  
RICHMOND, VA 23219**



(fold)

(DETACH HERE)

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9960 Mayland Dr., Suite 400, Richmond, VA 23233**

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**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

**EXPIRES ON  
02-28-2014**

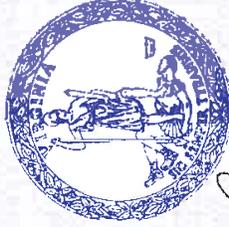
**NUMBER  
0411000524**

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  
BUSINESS ENTITY BRANCH OFFICE REGISTRATION**

**PROFESSIONS: ENG**

**S&ME INC  
8211 HERMITAGE RD  
RICHMOND, VA 23228**



*Gordon N. Dixon*  
Gordon N. Dixon, Director

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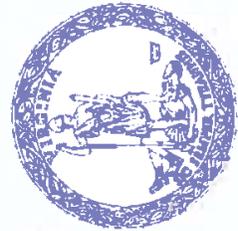
**(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)**

(DETACH HERE)

(POCKET CARD) **COMMONWEALTH OF VIRGINIA**

**BOARD FOR APELSCIDLA  
BUSINESS ENTITY BRANCH OFFICE REGISTRATION  
NUMBER: 0411000524 EXPIRES: 02-28-2014**

**PROFESSIONS: ENG  
S&ME INC  
8211 HERMITAGE RD  
RICHMOND, VA 23228**



**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
9960 Mayland Dr., Suite 400, Richmond, VA 23233**

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**ATTACHMENT 4.2.3(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

**(LIMIT 1 PAGE PER PROJECT)**

a. Project Name & Location	b. Name of the prime design consulting firm responsible for the overall project design.	c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities.	d. Contract Completion Date (Original)	e. Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands)
					Original Contract Value	Final or Estimated Contract Value	
Name: <b>AIRPORT CONNECTOR ROAD</b> Location: <i>Henrico County, VA</i>	Name: Dewberry	Name of Client./ Owner: <b>Transurban</b> Phone: 804.822.3460 Project Manager: <b>Rich Prezioso</b> Phone: 804.822.3460 Email: rprezioso@transurban.com	<b>May 2011</b>	<b>March 2011</b>	<b>\$38,523</b>	<b>\$39,446</b> The change in contract amount was a result of the scope validation after all engineering investigation was completed.	<b>\$39,446</b>

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.

**AFFILIATED / SUBSIDIARY COMPANY:** No      **PROJECT DELIVERY METHOD:** Design-Build

**AWARDS/RECOGNITION:**

- Received an overall rating of "Extremely Satisfied" (American Infrastructure Customer Survey 2010);
- 2010 Engineering Excellence Award, F&R;
- DBIA D-B Merit Award for Transportation (2011)
- Worked a total of 152,546 man-hours on this project and achieved our project goal of completing the project with **zero** incidents.
- American Infrastructure and Dewberry's proposal brought a 10% cost savings to the Owner.

**PROJECT DESCRIPTION:**

Richmond Airport Connector Road (ACR) is a lump sum, design-build project where the AI Team was fully responsible for design and construction in collaboration with AI-V A's lead design partner, Dewberry. The project consists of approximately 1.6 miles (2.58 km) of four-lane roadway that will provide motorists with direct access to the Richmond International Airport from Route 895. Major quantities include: 422,737 CY of import, 16,541 LF of Storm Drainage, 111,511 SF of MSE Walls, 3 New Bridges (one crossing over existing 895 toll road), 1 Bridge Widening, 4 Box Culvert extensions, 133,507 TN of Stone Base and Paving. This project required advanced planning and design creativity from the AI Team in order to ensure success. There are set schedule milestones so the Project Team is managing Critical Path items on a daily basis to ensure the goals are met. The team realized early on in the project that settlement periods would affect the critical path and adjusted the work schedule accordingly. The AI Team has coordinated work with adjacent property owners. Planning has been

completed to reduce the impact to the environmentally sensitive site and surrounding wetlands.

AI worked together with key stakeholders to provide innovative Value Engineering solutions including adjusting the roadway alignment to reduce overall excavation, altering the stormwater management design for ease of constructability and shortening the length of the bridges to reduce future maintenance costs. The AI Team also used innovative solutions for ground improvements and soils management including lime stabilization and geotextile fabrics. The AI Team is responsible for fully managing the QA and QC aspects of this project and is very familiar with the QA & QC procedures that VDOT requires on their projects.

**LESSONS LEARNED / KEYS TO SUCCESS:**

- **Communication** – Open Communication between AI, Dewberry, VDOT and Transurban reduces the need for rework on design changes and allows the project team to know the Owner's goals before starting the work.
- **Partnering** – Formal Partnering between Contractor and Owner which includes a set schedule, set project goals, and a dispute resolution process all managed by third party FMI.
- **Preplanning** – Early coordination and approvals from third parties such as CSX, Henrico County, Dominion Power, and the Richmond Airport



*Construction of straight MSE wall for bridge abutment over I-895*



*Construction of 800' long, 35' tall 4-sided MSE wall between two bridges*



*Aerial View of the entire project.*

**ATTACHMENT 4.2.3(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

**(LIMIT 1 PAGE PER PROJECT)**

a. Project Name & Location	b. Name of the prime design consulting firm responsible for the overall project design.	c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities.	d. Contract Completion Date (Original)	e. Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands)
					Original Contract Value	Final or Estimated Contract Value	
Name: <b>VDOT B26 – HAMPTON BLVD GRADE SEPARATION</b> Location: <i>Norfolk, VA</i>	Name: STV	Name of Client./ Owner: <b>VDOT</b> Phone: 757.494.5470 Project Manager: <b>Michael Johnson</b> Phone: 757.494.5470 Email: michaelj.johnson@vdot.virginia.gov	<b>Nov 2012</b>	<b>Jan 2013 (Estimated)</b> VDOT extended schedule due to RR permit delay	<b>\$38,245</b>	<b>\$39,000 (Estimated)</b>	<b>\$39,000</b>

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.

**AFFILIATED / SUBSIDIARY COMPANY:** No      **PROJECT DELIVERY METHOD:** Design-Bid-Build

**PROJECT DESCRIPTION:**

The Project goal is infrastructure improvements for VDOT, the City of Norfolk, Norfolk Southern/Portsmouth Beltline Railroads, the Virginia Port Authority, and the Navy. To accomplish this work, phased construction will be performed over the course of the 3 year 4 month long project, ensuring that no aspect of the existing infrastructure is compromised during its completion. American Infrastructure is responsible for coordinating, managing, constructing, and handing over the full scope of work on-schedule, in quality fashion and for budget.

The project limits begin at Mapleshade Avenue and terminate at "B" Avenue along the existing Hampton Boulevard. On the west side, they extend into the Port of Virginia's property approximately 300m to tie-in points with existing roadways and rail infrastructure. On the east side, they extend approximately 300m to tie-in points with the existing rail. This seven-tenth of a mile improvement will provide six lanes for through traffic and a 13-foot median for left turn lanes as needed. The proposed roadway project will provide improved roadway lighting, signals, drainage, landscaping, bike lanes, curb, gutter and sidewalks.

The existing at-grade conflict with the Norfolk Southern/Norfolk Portsmouth Beltline railroad will be removed. This will be accomplished by excavating the existing Hampton Boulevard 35 feet below existing grade and constructing a new 350 m long underpass retaining wall, founded upon over 1800 piles. Two new at-grade bridges will be constructed to streamline flow of rail and pedestrian traffic across Hampton Boulevard at its new elevation. A double-span steel bridge will provide a railroad crossing, while a single span concrete bridge will provide vehicle access into Norfolk International Terminal and Naval Air Station Gate 6. A six-lane detour roadway with adequate median for turn lanes will provide access into both NIT and NAS facilities while maintaining the same vehicle capacity.

Other roadway improvements will include more convenient access into Fleet Recreational Park, Pier 3 Access Road, Mapleshade Avenue and Greenbrier Avenue side streets. In addition, 3,500 m of new rail will be installed throughout the project to re-route rail traffic over the new steel bridge and into/out of the Port of Virginia. This rail will serve to improve the yard layout in the Port.

To facilitate drainage within the project limits, a new Pump Station and drainage outfall will be built to transport site-runoff to the Elizabeth River. The Project also includes installation of new underground utility infrastructure for sanitary sewer, storm drainage and waterline for the Navy, the Department and the City of Norfolk. American Infrastructure is self-performing earthwork, concrete placement within the retaining walls/bridges, and bridge erection.

**LESSONS LEARNED / KEYS TO SUCCESS:**

- Subcontractors – Selection should be based on criteria other than price alone including safety record, work experience, schedule, and recommendations.

**TESTIMONIALS:**

“Contractor has a very strong company-wide safety program that is utilized daily on the Project. American Infrastructure’s superintendent and project manager’s proactive approach to project management help minimize potential problems.” – Ken Rawls, VDOT Sr. Inspector (VDOT Performance Evaluation 2010)



*Progress of Workzone #2 Detour Road Construction*



*HRSD Sanitary Sewer installation adjacent to Pump Station Cofferdam*



*Aerial view of the project site showing phased construction*

**ATTACHMENT 4.2.3(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

**(LIMIT 1 PAGE PER PROJECT)**

a. Project Name & Location	b. Name of the prime design consulting firm responsible for the overall project design.	c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities.	d. Contract Completion Date (Original)	e. Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands)
					Original Contract Value	Final or Estimated Contract Value	
Name : <b>MULLIGAN ROAD PHASE I</b> Location: <i>Fort Belvoir, Fairfax County, VA</i>	Name : HDR Engineering	Name of Client./ Owner: <b>Federal Highway Administration - EFLD</b> Phone: 703.285.0137 Project Manager: <b>Douglas Nair</b> Phone: 703.285.0137 Email: douglas.nair@fhwa.dot.gov	<b>April 2011</b>	<b>May 2011</b>	<b>\$11,917</b>	<b>\$13,517</b>	<b>\$13,517</b>

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.

**AFFILIATED / SUBSIDIARY COMPANY:** No      **PROJECT DELIVERY METHOD:** Best Value Design-Bid-Build

**PROJECT DESCRIPTION:**

Construction of 1.62 miles of new 4 lane commuter connector road through Fort Belvoir between Richmond Highway (US Rt. 1) and Telegraph Road (VA Rt. 611) to help to alleviate congestion in one of the busiest corridors in the DC area (Telegraph Road) and improve access to Fort Belvoir, VA. It replaces surface streets closed by the Department of Defense after the events of 9/11/01.

Project scope included 38 acres of clearing, E&S controls including 500 TN of class 1 rip, 250,000 CY of mass excavation, installation of over 12,000 lf of drainage systems including several types of U-drain systems from spring boxes to UD-4, two bridges with main spans over 150 lf long that required the erection of over 600,000 lbs of steel, over 15, 000 lf of concrete pile driving operations (24", 18", and 12"), and a major bypass of a sanitary main line to allow for the removal and relocation of the encased sanitary lines. The construction site was adjacent to a dozen environmental conservation areas, in addition to the two bridges installed at stream crossings, which required AI to utilize strict storm water pollution prevention measures throughout the project site. The bridge construction was steel beam single span with concrete decks, medians and rails. American Infrastructure utilized an advanced robotic grading system to successfully place more than 30,000 TN of sub-base material on grade in preparation for completion of the roadway in Phase 2 of the project. AI's project team was able to maintain schedule on the project through difficult winter conditions while minimizing impact to 12 adjacent environmental conservation areas. This project was completed with an exemplary safety record. AI 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 our operation planning was a key to addressing any potential issues prior to starting an operation. Prior to the start of any major work operation, we held coordination meetings with FHWA to discuss our planned means and methods, the specifications, and their 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 our success on this project. Preconstruction meetings were held with the owner prior to a new subcontractor starting work on the site to make certain we were all aligned 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.

**ATTACHMENT NO. 4.2.3(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)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
Name: <b>Route 36 Improvements Design-Build</b> Location: <i>City of Hopewell &amp; Prince George County, VA</i>	Name: Abernathy Construction Corporation	Name of Client: <b>VDOT</b> Phone: 804.862.6450 Project Manager: <b>Mr. R. Shane Mann, P.E.</b> Phone: 804.862.6450 Email: <a href="mailto:Shane.Mann@vdot.virginia.gov">Shane.Mann@vdot.virginia.gov</a>	<b>December 2012</b>	<b>December 2012 Est.</b>	<b>\$8,225</b>	<b>\$8,225</b>	<b>\$1,469</b>

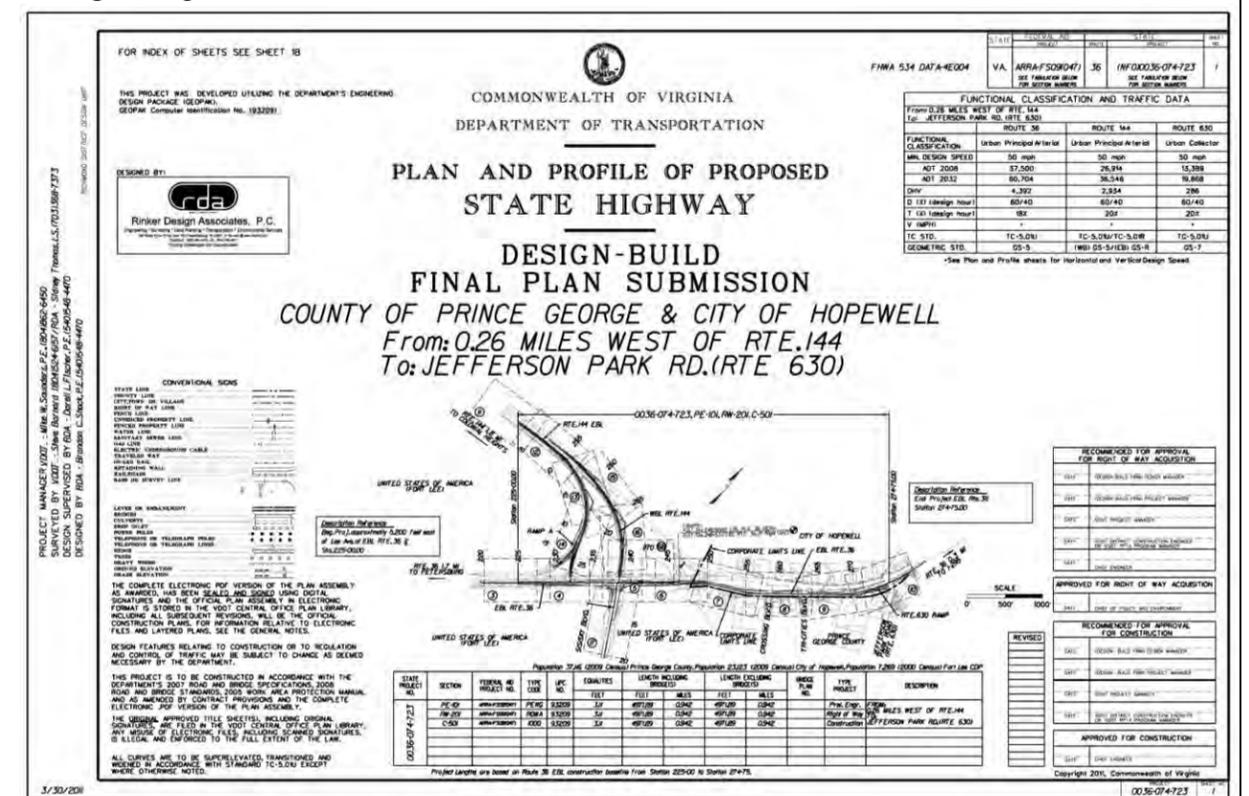
h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subsconsultant

**OFFICE WHERE WORK WAS PERFORMED:** 301 Concourse Boulevard, Suite 120, Glen Allen, VA 23059 – RDA was the Lead Designer (Prime)  
 927 Maple Grove Drive, Suite 105, Fredericksburg, VA 22407

**SPECIFICATIONS:** Widen Route 36 (provide an additional lane in the eastbound direction), Urban Typical Section with Shoulders; 2,000 LF Urban Principal Arterial  
 Widen Route 36 (provide an additional lane in the eastbound direction), Urban Typical Section with Curb & Gutter; 2,500 LF Urban Principal Arterial  
 Widen Route 144 (provide an additional lane in the eastbound direction), Interchange Ramp Typical Section; 2,400 LF Urban Principal Arterial utilizing the Interchange Ramp GS Standard  
 Design a Spur Ramp from Route 144 eastbound to Route 36 westbound, Interchange Ramp Typical Section; 650 LF Interchange Ramp GS Standard  
 Realign/Reconstruct Route 144 westbound, Urban Typical Section with Shoulders; 2,200 LF Urban Principal Arterial

**PROJECT DESCRIPTION:** RDA is the Lead Designer providing engineering design services, right-of-way acquisition services, environmental permitting, and construction engineering/ inspection services for the Route 36 Improvements Design-Build project in Prince George County and the City of Hopewell. The project consists of roadway widening construction for approximately 1 mile of Route 36, 0.5 miles of Route 144, 0.2 miles of new roadway connection from Route 144 to Route 36 and 0.2 miles of widening to Sisisky Boulevard (Fort Lee entrance). Project limits are from 0.25 miles west of Sisisky Boulevard to 0.3 miles west of I-295 along Route 36 and from Route 36 to 0.5 miles west on Route 144. Access onto and off of Route 144 was designed to interchange ramp standards to facilitate higher speed access. The project is being performed as a Design-Build project utilizing ARRA funds.

- As the Lead Designer for the Route 36 Improvements, Rinker Design was responsible for the following critical project elements:
- **Coordination**—project coordination with VDOT, City of Hopewell, Prince George County, and US Army / Fort Lee Military Base
  - **Roadway Design**—included typical section development, horizontal and vertical geometry, traffic management plans, signage and marking, signalization plans and lighting plans
  - **Drainage Design**—included roadway drainage, cross drainage (culvert design), erosion/sediment control plans, and storm water management (quantitative and qualitative)
  - **Environmental Permitting**—permit drawings for all wetland (permanent and temporary) impacts and stream impacts
  - **Right of Way Acquisition**—responsible for right of way and easement acquisition from 12 affected parcels
  - **Utility Relocation Coordination**—responsible for holding UFI meeting, developing easement requirements, evaluating UT-9 forms to determine cost responsibility, reviewing utility plan and estimates, and monitoring the relocation of affected utilities
  - **Subconsultant Management**—activities performed by subconsultants reporting to Rinker Design included geotechnical, traffic signal design and underground utility designation and location.



The design of the Route 36 Improvements, awarded in May 2010, is complete and construction is on schedule for completion by the end of 2012.



**ATTACHMENT NO. 4.2.3(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)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
Name: <b>James Madison Highway (Route 15) PPTA Design-Build</b> Location: <i>Prince William County, VA</i>	Name: Branch Highways, Inc.	Name of Client: <b>Prince William County</b> Phone: 703.792.6825 Project Manager: <b>Mr. Tom Blaser</b> Phone: 703.792.6825 Email: <a href="mailto:tblaser@pwcgov.org">tblaser@pwcgov.org</a>	<b>December 2009</b>	<b>December 2009</b>	<b>\$56,430</b>	<b>\$56,430</b>	<b>\$4,119</b>

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 subsconsultant

**OFFICE WHERE WORK WAS PERFORMED:** 9300 W. Courthouse Road, Suite 300, Manassas, VA 20110 – RDA was the Lead Designer (Prime)

**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:** Rinker Design is 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 consists 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 includes construction of an additional 1.2 miles of Route 15 widening design by others. Project limits are 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. Rinker Design is serving as the Prime Engineering Consultant to Branch Highways, Inc., the Lead Contractor/Project Constructor responsible for development and construction. The project is being performed as a D-B venture under the Virginia PPTA Act of 1995.

Rinker Design’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, Rinker Design 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 NO. 4.2.3(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)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
Name: <b>Sudley Manor PPTA</b> Location: <i>Prince William County, VA</i>	Name: <b>CH2M Hill, Inc.</b>	Name of Client: <b>Prince William County</b> Phone: 703.792.6825 Project Manager: <b>Mr. Tom Blaser</b> Phone: 703.792.6825 Email: <a href="mailto:tblaser@pwcgov.org">tblaser@pwcgov.org</a>	<b>February 2007</b>	<b>January 2007</b>	<b>\$24,139</b>	<b>\$37,408</b>	<b>\$1,200</b>

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 subsconsultant

**OFFICE WHERE WORK WAS PERFORMED:** 9300 W. Courthouse Road, Suite 300, Manassas, VA 20110 – RDA was the Lead Designer (Prime)

**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 provides 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. This project has been constructed and placed under traffic.

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 stormwater management design.

The Sudley Manor Drive project provided many challenges for the project team. The accelerated schedule required Rinker Design 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 Rinker Design). As demonstrated on this project, Rinker Design’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 D-B projects to ensure that all stakeholders’ objectives are adequately addressed will be of particular benefit on the Route 36 Improvements project.

As part of this contract, Rinker Design also provided survey services including complete boundary and topographic surveys, in addition to plat preparation for more than 50 properties.



A DESIGN-BUILD PROJECT

# VIRGINIA CAPITAL TRAIL— NEW MARKET HEIGHTS PHASE

FROM LONG BRIDGE ROAD (HENRICO) TO KIMAGES ROAD (CHARLES CITY)  
HENRICO COUNTY & CHARLES CITY COUNTY, VIRGINIA

## PRICE PROPOSAL

April 25, 2012

STATE PROJECT NO.: 0005-964-562, P101, R201, C501, B602-B607,  
0005-964-562, C502

FEDERAL PROJECT NO.: OC-5127(789)  
ARRA-F509(048)

CONTRACT ID NO.: C00086279DB51



4.0.1.2

## Price Proposal Checklist

**ATTACHMENT 4.0.1.2**

**PRICE PROPOSAL CHECKLIST AND CONTENTS**  
**(Revised April 13, 2012)**

<b>Price Proposal Component</b>	<b>Form (if any)</b>	<b>RFP Part 1 Cross reference</b>	<b>Price Proposal Page Reference</b>
<b>Price Proposal Checklist and Contents</b>	Attachment 4.0.1.2	Section 4.0.1	Tab 4.0.1.2
<b>Price Proposal</b>	N/A	Section 4.3	N/A
Price Proposal Form	Attachment 4.3.1	Section 4.3.1	Tab 4.3.1
Adjustment for Asphalt Form	Part 3 Exhibit 6.3(a)	Section 4.3.2	Tab 4.3.2
Adjustment for Asphalt Concrete Form	Part 3 Exhibit 6.3(b)	Section 4.3.2	Tab 4.3.2
Adjustment for Fuel Form	Part 3 Exhibit 6.3(c)	Section 4.3.2	Tab 4.3.2
Adjustment for Steel Form	Part 3 Exhibit 6.3(d)	Section 4.3.2	Tab 4.3.2
Proposal Guaranty	C-24	Section 4.3.3	Tab 4.3.3
Sworn Statement Forms	C-104, C-105	Section 4.3.4	Tab 4.3.4
Minimum DBE Requirements Form	C -111	Section 4.3.5	Tab 4.3.5
DBE Good Faith Effort Documentation Form, If applicable	C – 49	Section 4.3.5	N/A
Certification of Binding Agreement Form	C – 112	Section 4.3.5	Tab 4.3.5

4.3.1

Price Proposal

**ATTACHMENT 4.3.1**  
**PRICE PROPOSAL FORM**

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

**Proposal Price;**

Total Lump Sum EIGHT MILLION FOUR HUNDRED FIFTY ONE THOUSAND AND  
ONE HUNDRED EIGHTEEN DOLLARS AND ZERO CENTS (\$ 8,451,118<sup>00</sup> )

Date: 04/25/12  
Signature:   
Design-Builder: Aaron T. Myers, Vice President/GM  
American Infrastructure-VA, Inc  
Vendor No.: G303



**EXHIBIT 6.3(a)  
ADJUSTMENT FOR ASPHALT**

**SPECIAL PROVISION FOR  
ASPHALT MATERIAL PRICE ADJUSTMENT  
DESIGN-BUILD PROJECTS**

June 30, 2011

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

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

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

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

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

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

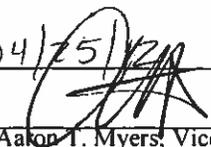
In order to be eligible for asphalt price adjustment under this provision, the Design-Builder shall clearly identify in its Price Proposal those pay items and the associated quantities it chooses to have asphalt price adjustment applied to in its work packages. Items the Design-Builder claims in its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

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

I elect to use this provision

I elect not to use this provision

Date: 04/25/12

Signature:   
Aaron T. Myers, Vice President/GM

Design-builder: American Infrastructure-VA, Inc

Vendor No.: G303

EXHIBIT 6.3(b)

Form C-16a  
7-13-05

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
PRICE ADJUSTMENT

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

PROJECT NUMBER:

DISTRICT:

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of \$ 644.44 per **IMPERIAL** ton for **PG 64-22**. This quote will be averaged into the monthly price index.

Bid Prices in this contract for items containing PG 76-22 asphalt cement were developed using an f.o.b. price of \$ N/A per **IMPERIAL** ton for **PG 76-22**. This quote is project specific.  
(When required by provisions)

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

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

DATE: 04/25/12

SIGNATURE: [Signature]

Aaron T. Myers, Vice President/General Manager

American Infrastructure-VA, Inc.

(Firm or Corporation)

G303

(Vendor No.)

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**EXHIBIT 6.3 (c)  
ADJUSTMENT FOR FUEL**

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

June 30, 2011

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

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

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

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

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

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

$$S = (E - B) QF$$

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

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Q = Quantity of individual units of work  
F = Appropriate fuel factor

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

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

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

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

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

I elect to use this provision

I elect not to use this provision

Date: 04/25/12

Signature: [Signature]

Aaron T. Myers, VP/GM

Design-builder: American Infrastructure-VA, Inc

Vendor No.: G303

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**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.

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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.



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**Sample Calculation of a Price Adjustment (increase)**

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Project bid on April 28, 2004.

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

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

\*free on board

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

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

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

Adjustment formula is as follows:

$$A = B \times P \times Q$$

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

$$B = \$0.2816$$

$$P = (161.1 - 139.6) / 139.6 - 0.10 = 0.054$$

$$Q = 450,000 \text{ lb.}$$

$$A = 0.2816 \times 0.054 \times 450,000$$

$$A = \$6,842.88 \text{ pay adjustment to Design-Builder}$$

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**Sample Calculation of a Price Adjustment (decrease)**

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Project bid on April 28, 2004.

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

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

\*free on board

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

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

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

Adjustment formula is as follows:

$$A = B \times P \times Q$$

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

$$B = \$0.2816$$

$$P = (156.6 - 136.3)/156.6 - 0.10 = 0.030$$

$$Q = 450,000 \text{ lb.}$$

$$A = 0.2816 \times 0.030 \times 450,000$$

$$A = \$3,801.60 \text{ credit to Department}$$

**MASTER LISTING**

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

March 18, 2009

**BLS Series I. D.**

ITEM NUMBER	ITEM DESCRIPTION	UNITS	Number WPU used in \$ adjust.
00519	SHEET PILE, STEEL	SF	avg. 1017 & 101
00540	REINF. STEEL	LB	101704
00542	EPOXY COATED REINF. STEEL	LB	101704
00560	STRUCTURAL STEEL JB-1	LB	avg. 1017 & 101
11030	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
11181	PATCH.HYDR.CEM.CONC. PAVE.	SY	101704
13290	GUARDRAIL GR-8 (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13292	GUARDRAIL GR-8A (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13294	GUARDRAIL GR-8B (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13310	GUARDRAIL TERMINAL GR-6 (NCHRP 350)	LF	avg. 1017 & 101
13320	GUARDRAIL GR-2	LF	avg. 1017 & 101
13323	GUARDRAIL GR-2A	LF	avg. 1017 & 101
13331	RAD. GUARDRAIL GR-2	LF	avg. 1017 & 101
13333	RAD. GUARDRAIL GR-2A	LF	avg. 1017 & 101
13335	GUARDRAIL GR-3	LF	avg. 1017 & 101
13341	GUARDRAIL TER. GR-6(WEATHERING STEEL	LF	avg. 1017 & 101
13351	GUARDRAIL GR-8	LF	avg. 1017 & 101
13352	GUARDRAIL GR-8A	LF	avg. 1017 & 101
13353	GUARDRAIL GR-8B	LF	avg. 1017 & 101
13355	GUARDRAIL GR-10	LF	avg. 1017 & 101
13421	MEDIAN BARRIER MB-3	LF	avg. 1017 & 101
13450	MEDIAN BARRIER MB-5	LF	avg. 1017 & 101
13451	MEDIAN BARRIER MB-5A	LF	avg. 1017 & 101
13452	MEDIAN BARRIER MB-5B	LF	avg. 1017 & 101
13545	REINF. STEEL	LB	101704
14502	REINFORCING STEEL	LB	101704
15290	PATCH.CEM.CONC.PAVE.TY.CRCP-A	SY	101704
15302	PATCH.CEM.CONC.PAVE. TY. II	SY	101704
15305	PATCH.CEM.CONC.PAVE. TY. IV-A	SY	101704
17323	GUARDRAIL BEAM *	LF	avg. 1017 & 101
17325	RADIAL GUARDRAIL BEAM *	LF	avg. 1017 & 101
17327	RUB RAIL	LF	avg. 1017 & 101
17353	CABLE GR-3	LF	avg. 1017 & 101
17521	GUARDRAIL BEAM (WEATHERING STEEL)	LF	avg. 1017 & 101
17523	RADIAL GUARDRAIL BEAM (WEATHERING STEEL)	LF	avg. 1017 & 101
17525	RUB RAIL (WEATHERING STEEL)	LF	avg. 1017 & 101
22501	FENCE FE-W1	LF	avg. 1017 & 101
22643	FENCE FE-CL	LF	avg. 1017 & 101
22645	FENCE FE-CL VINYL COATED	LF	avg. 1017 & 101
23043	WATER GATE FE-4 TY.III	LF	avg. 1017 & 101
23501	FENCE FE-W1 (FABRIC ONLY)	LF	avg. 1017 & 101
45522	4" STEEL ENCASE. PIPE	LF	101706
45532	6" STEEL ENCASE. PIPE	LF	101706
45562	16" STEEL ENCASE. PIPE	LF	101706

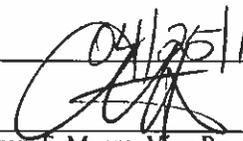
45572	18" STEEL ENCASE. PIPE	LF	101706
45582	24" STEEL ENCASE. PIPE	LF	101706
45584	24" JACKED STEEL ENCASMENT PIPE	LF	101706
45592	30" STEEL ENCASE. PIPE	LF	101706
50402	SIGN POST STEEL 3"	LF	101706
50404	SIGN POST STEEL 4"	LF	101706
50406	SIGN POST STEEL 6"	LF	101706
50410	SIGN POST STEEL 10"	LF	101706
50412	SIGN POST STEEL 12"	LF	101706
50414	SIGN POST STEEL 14"	LF	101706
50416	SIGN POST STEEL 16"	LF	101706
50418	SIGN POST STEEL 18"	LF	101706
51317	SIG. POLE MP-1 20' ONE ARM 30'	EA	101706
51319	SIG. POLE MP-1 20' ONE ARM 32'	EA	101706
51325	SIG. POLE MP-1 20' ONE ARM 38'	EA	101706
51327	SIG. POLE MP-1 20' ONE ARM 40'	EA	101706
51329	SIG. POLE MP-1 20' ONE ARM 42'	EA	101706
51331	SIG. POLE MP-1 20' ONE ARM 44'	EA	101706
51337	SIG. POLE MP-1 20' ONE ARM 50'	EA	101706
51339	SIG. POLE MP-1 20' ONE ARM 52'	EA	101706
51341	SIG. POLE MP-1 20' ONE ARM 54'	EA	101706
51344	SIG. POLE MP-1 20' ONE ARM 56'	EA	101706
51346	SIG. POLE MP-1 20' ONE ARM 58'	EA	101706
51347	SIG. POLE MP-1 20' ONE ARM 60'	EA	101706
51348	SIG. POLE MP-1 20' ONE ARM 62'	EA	101706
51368	SIG.POLE MP-1 20'TWO ARMS 36'& 42'	EA	101706
51400	SIG.POLE MP-1 CO.LU.ONE ARM 38	EA	101706
51402	SIG.POLE MP-1 CO.LU.ONE ARM 40	EA	101706
51408	SIG.POLE MP-1 CO.LU.ONE ARM 46	EA	101706
51412	SIG.POLE MP-1 CO.LU.ONE ARM 50	EA	101706
51414	SIG.POLE MP-1 CO.LU.ONE ARM 52	EA	101706
51416	SIG.POLE MP-1 CO.LU.ONE ARM 54	EA	101706
51418	SIG.POLE MP-1 CO.LU.ONE ARM 56	EA	101706
51420	SIG.POLE MP-1 CO.LU.ONE ARM 58	EA	101706
51422	SIG.POLE MP-1 CO.LU.ONE ARM 60	EA	101706
55162	LIGHTING POLE LP-1 30'-4'	EA	101706
55163	LIGHTING POLE LP-1 30'-6'	EA	101706
55166	LIGHTING POLE LP-1 30'-12'	EA	101706
55169	LIGHTING POLE LP-1 35'-6'	EA	101706
55171	LIGHTING POLE LP-1 35'-10'	EA	101706
55176	LIGHTING POLE LP-1 40'-8'	EA	101706
55185	LIGHTING POLE LP-2 TYPE A	EA	101706
55186	LIGHTING POLE LP-2 TYPE B	EA	101706
55187	LIGHTING POLE LP-2 TYPE C	EA	101706
55188	LIGHTING POLE LP-2 TYPE D	EA	101706
55189	LIGHTING POLE LP-2 TYPE E	EA	101706
55190	LIGHTING POLE LP-2 TYPE F	EA	101706
55192	LIGHTING POLE LP-2 TYPE H	EA	101706
60452	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
61700	REINF. STEEL	LB	101704
61704	CORROSION RESISTANT REINF. STEEL	LB	101704
61705	EPOXY COATED REINF. STEEL	LB	101704
61750	STRUCT.STEEL HIGH STRG.PLT.GIRDERS	LB	avg. 1017 & 101
61811	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61812	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61813	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS50W	LB	avg. 1017 & 101

61814	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS70W	LB	avg. 1017 & 101
61820	STR.STEEL ROLLED BEAM ASTM A709 GRADE 36	LB	avg. 1017 & 101
61821	STR.STEEL ROLLED BEAM ASTM A709 GRADE50	LB	avg. 1017 & 101
61822	STR.STEEL ROLLED BEAM ASTM A709 GRADE50W	LB	avg. 1017 & 101
61990	STEEL GRID FLOOR	SF	avg. 1017 & 101
64110	STEEL PILES 10"	LF	avg. 1017 & 101
64112	STEEL PILES 12"	LF	avg. 1017 & 101
64114	STEEL PILES 14"	LF	avg. 1017 & 101
64768	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101
64778	DRIVING TEST FOR 14" STEEL PILE	LF	avg. 1017 & 101
65200	REINF. STEEL	LB	101704
65204	CORROSION RESISTANT REINF. STEEL	LB	101704
65205	EPOXY COATED REINF. STEEL	LB	101704
67086	PED. FENCE 6'	LF	avg. 1017 & 101
67088	PED. FENCE 8'	LF	avg. 1017 & 101
67089	PED. FENCE 10'	LF	avg. 1017 & 101
68100	REINF. STEEL	LB	101704
68104	CORROSION RESISTANT REINF. STEEL	LB	101704
68105	EPOXY COATED REINF. STEEL	LB	101704
68107	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
68108	STR. STEEL PLATE GIRDER ASTM A709 GR50W	LB	avg. 1017 & 101
68109	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS50W	LB	avg. 1017 & 101
68110	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS70W	LB	avg. 1017 & 101
68112	STR.STEEL ROLLED BEAM ASTM A709 GR.36	LB	avg. 1017 & 101
68113	STR.STEEL ROLLED BEAM ASTM A709 GR.50	LB	avg. 1017 & 101
68114	STR.STEEL ROLLED BEAM ASTM A709 GR. 50W	LB	avg. 1017 & 101
68115	STRUCT. STEEL	LB	avg. 1017 & 101
68270	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
69060	SHEET PILES, STEEL	SF	avg. 1017 & 101
69100	REINF. STEEL	LB	101704
69104	CORROSION RESISTANT REINF. STEEL	LB	101704
69105	EPOXY COATED REINF. STEEL	LB	101704
69110	STEEL PILES 10"	LF	avg. 1017 & 101
69112	STEEL PILE 12"	LF	avg. 1017 & 101
69113	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101

I elect to use this provision

I elect not to use this provision

Date: 04/25/12

Signature:   
 Aaron T. Myers, Vice President/General Mgr

Design-Builder: 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 LIBERTY MUTUAL INSURANCE COMPANY 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 25th Day of April, 20 12

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

PROJECT NUMBER: New Market Heights Phase of the Virginia Capital Trail  
Project No. 0005-964-562, P101, R201, C501 (\*)

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.  
(Principal)  
By: [Signature]  
(Officer, Partner or Owner) (Seal)  
Aaron T. Myers, Vice President/General Mgr.  
(Principal\*)

LIBERTY MUTUAL INSURANCE COMPANY  
(Surety Company)  
By: [Signature]  
Christine A. Dunn, (Attorney-in-Fact\*\*) (Seal) Attorney-in-Fact  
450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19004-6201  
(Address)

By: \_\_\_\_\_  
(Officer, Partner or Owner) (Seal)  
\_\_\_\_\_  
(Principal\*)

By: \_\_\_\_\_  
(Surety Company)  
\_\_\_\_\_  
(Attorney-in-Fact\*\*) (Seal)

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

By: \_\_\_\_\_  
(Address)

\*Note: If the principal is a joint venture, each party thereof must be named and execution made by same hereon. If there is more than one surety to the bid bond, each surety must be named and execution shall be made by same hereon.  
Electronic Bid Only: In lieu of completing the above section of the Contract Performance Bond, the Principal shall file an Electronic Bid Bond when bidding electronically. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the Commonwealth of Virginia under the same conditions of the bid bond as shown above.

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

\*\*Attach copy of Power of Attorney

(\*) B602-B607, 0005-964-562, C502

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4866132

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID C. ROSENBERG, HARRY C. ROSENBERG, MATTHEW J. ROSENBERG, DAVID A. JOHNSON, CHRISTINE A. DUNN, SHERRI L. FEENEY, JOYCE M. HOFFMAN, JULIA R. BURNET, KIMBERLY G. RIVELY, DENISE M. BRUNO, MICHELLE G. HIGGINS, LINDA S. PILLION, ALL OF THE CITY OF KING OF PRUSSIA, STATE OF PENNSYLVANIA .....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED EIGHTY MILLION AND 00/100 \*\*\*\*\* DOLLARS (\$ 180,000,000.00\*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 23rd day of September 2011.



LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25th day of April, 2012.



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call



Attachment 4.3.4(a)  
Form C-104 (BIDDER'S STATEMENT)

ORDER NO.: N/A  
CONTRACT ID. NO.: C00086279DB51

Form C-104  
Rev. 12-9-99

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION



UPC #: 86279

FHWA: TEA-005(411)

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 (Richmond), Virginia, this 25th day of April, 20 12  
County (City), STATE

American Infrastructure-VA, Inc.  
(Name of Firm)

By: [Signature] Vice President/General Manager  
(Signature) Title (print)

STATE of VIRGINIA

COUNTY (CITY) of HENRICO (RICHMOND)

To-wit:

I Madelyn R. Treadwell, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day April 25, 2012, 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 25th day of April, 20 12

Madelyn R. Treadwell My Commission expires OCTOBER 31, 2013  
Notary Public

OR  
**UNSWORN DECLARATION**

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

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
County (City), STATE

By: \_\_\_\_\_  
(Name of Firm) (Signature) Title (print)



Attachment 4.3.4(b)  
FORM C-105 (BIDDER'S CERTIFICATION)

UPC NO.: 86279  
CONTRACT ID. NO.: C00086279DB51

Form C-105  
Page 2

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 (Richmond), Virginia  
County (City), STATE  
American Infrastructure-VA, Inc.  
(Name of Firm)

, this 25<sup>th</sup> day of April, 20 12  
By: [Signature] Vice President/General Manager  
(Signature) Title (print)

STATE of VIRGINIA COUNTY (CITY) of HENRICO (RICHMOND)

I Madelyn R. Treadwell To-wit: \_\_\_\_\_, 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 25<sup>th</sup> day of April, 20 12  
Madelyn R. Treadwell My Commission expires OCTOBER 31, 2013  
Notary Public



**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
MINIMUM DBE REQUIREMENTS**

PROJECT NO. 0005-964-562, P101, R201, C501, B602-B607; 0005-964-562, C502  
FHWA NO. OC-5127(789); ARRA-FS09(048)

**\*\*\* 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.

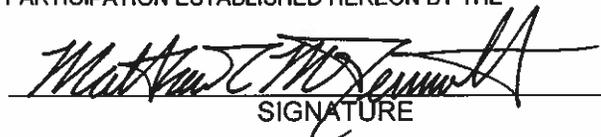
DBE REQUIREMENT 17 %  
PERCENT ATTAINED BY BIDDER 17.03 %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS		TYPE OF WORK AND ITEM NO(S)	\$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
	SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)			
687645 DMY Inc.	(S)		Engineering Consulting Services	\$ 500,000.00
626437 N X L Construction Co., Inc.	(S)		Construction Management	\$ 150,000.00
650392 A & P Services, LLC	(S)		Guardrail Installation	\$ 54,000.00
649014 Powell Staffing Solutions, Inc.	(S)		Temporary Staffing Services	\$ 15,000.00
626699 D W Cary Hauling, Inc.	(H)		Transportation of Materials	\$ 445,000.00
626420 Court One Corporation	(S)		Timber Decking Installation	\$ 275,000.00
<b>TOTAL</b>				<b>\$ 1,439,000.00</b>

TOTAL CONTRACT VALUE \$ 8,451,118.00 x REQUIRED DBE 17 % = \$ 1,436,690.06

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  
BY April 25, 2012  
DATE

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

Project No.: 0005-964-562, P101, A201, C501, B602-8607  
0005-964-562, C502

Federal Project No.: OC-5127(789) ARRA-F509(048)

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: 4/25/2012

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

DMY Engineering Consultants, LLC  
By: [Signature]  
Signature Title  
Date: 4/13/2012

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

Project No.: 0005-964-562, P101, R201, C501, B602-B607  
0005-964-562, C502

Federal Project No.: OC-5127 (789)  
ARRA-FS09 (048)

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

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

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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: 4/25/2012

First Tier  
Subcontractor if  
Applicable

By: \_\_\_\_\_  
Signature Title

Date: \_\_\_\_\_

Second Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

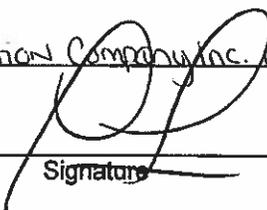
Third Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

DBE Contractor

NXL Construction Company Inc. (d/b/a) NXL Construction Services Inc.

By:  \_\_\_\_\_  
Signature Title  
Date: April 24, 2012

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

Project No.: **0005-964-562, P101, R201, C501, B602-B607**  
**0005-964-562, C502**

Federal Project No.: **OC-5127(784) ARRA-F509(049)**

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

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

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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: 4/25/2012

First Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

Date: \_\_\_\_\_

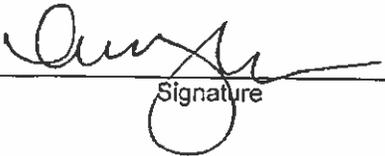
Second Tier  
Subcontractor if  
Applicable

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

Third Tier  
Subcontractor if  
Applicable

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

DBE Contractor

AIP SERVICES, LLC  
By:   
Signature Title  
Date: 4-25-2012  
CHIEF EXECUTIVE MANAGER

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

Project No.: **0005-964-562, P101, R201, C501, B602-B607**  
**0005-964-562, C502**  
Federal Project No.: **OC-5123(789) ARRA-F509(048)**

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

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

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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: 4/25/2012

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

Powell Staffing Solutions, Inc.

By: [Signature] Signature Title President  
Date: 4-24-2012

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

Project No.: 0005-964-562, P101, R201, C501, B602, B607  
0005-964-562, C502

Federal Project No. OC-5127 (789)  
ARRA-FS09 (048)

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

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

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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) (1).

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 **4/25/2012**

First Tier  
Subcontractor if  
Applicable

By \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_  
Date \_\_\_\_\_

Second Tier  
Subcontractor if  
Applicable

By \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

Third Tier  
Subcontractor if  
Applicable

By \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

DBE Contractor

*D. W. Cary Hauling, Inc.*  
By *D. W. C.* Signature \_\_\_\_\_ Title *President*  
Date *04-20-12*

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
CERTIFICATION OF BINDING AGREEMENT  
WITH

DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0005-964-562, P101, R201, C501, B602-B607  
0005-964-562, C502  
Federal Project No.: OC-5127(789) ARRA-F509(048)

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

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

Prime Contractor AMERICAN INFRASTRUCTURE - VA, INC.

By:  Signature Purchasing Manager Title

Date: 4/25/2012

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

Court One Corporation

By: Glenn D. Conner President  
Signature Title  
Date: 4-24-12