MIDASCO LLC
Building Tomorrows Transportation Systems: Our Direction, Your Safety

7121 Dorsey Run Road
Elkridge, MD 21075
410-579-6700
Fax 410-579-6795

4.1 LETTER OF SUBMITTAL

November 6, 2013

Joseph A. Clarke, P.E.
Alternative Project Delivery Office
Virginia Department of Transportation
1401 East Broad Street, 8th Floor
Richmond, VA 23219

RE: Interstate 64 Active Traffic and Safety Management System
State Project No. 0064-007-913-C501
Federal Project No.: OC-0642 (164)

Dear Mr. Clarke;

The Midasco team is pleased to provide a fully responsive proposal to Virginia Department of Transportation (VDOT) to provide services for the Interstate 64 Active Traffic and Safety Management System. Midasco, teamed with Dewberry & Davis LLC for their accomplished engineering expertise, is a local team comprised of industry leaders from the Mid-Atlantic region who are eager to address the construction and engineering services requested by VDOT.

This isn't the first time Midasco has teamed with Dewberry on notable design-build projects. The combination has worked closely and succeeded on numerous other projects, including Maryland SHA's InterCounty Connector and VDOT's Telegraph Road. The open communication network that exists between the two companies is a valuable asset in an industry where issues between contractor and engineer typically exist.

4.1.2: Offeror's Intent: The Midasco team, if awarded the project, is willing to enter into a contract on the terms Midasco team outlined within the RFP consistent with the RFP.

4.1.3: Proposal Submission Date: The Midasco team hereby declares that the offer represented by the Letter of Submittal, Attachments, and Price Proposal will remain in full force and effect for 120 days after the proposal submission date.

4.1.4: Offeror's Point of Contact: The main point of contact for the Midasco team is Michael Filipczak. His contact information is listed below:

Michael Filipczak, President / CEO
Midasco VA, LLC
7121 Dorsey Run Road, Elkridge, MD 21075
(410) 579 – 6719 (Direct) / (410) 579 – 6795 (Fax)
mfilipczak@midasco.net

4.1.5: Principal Officer for the Offeror: Michael Filipczak is the principal officer of Midasco, the legal entity with whom a design-build contract with VDOT would be written.

Michael Filipczak, President / CEO
Midasco VA, LLC
7121 Dorsey Run Road, Elkridge, MD 21075
(410) 579 – 6719 (Direct) / (410) 579 – 6795 (Fax)
mfilipczak@midasco.net

4.1.6: Offeror's Corporate Structure: Midasco is structured as a limited liability company. And will undertake the financial responsibility for this design-build project, provide the required bonding, and accept the risks and liabilities for the performance of the work. Midasco has no liability limitations.

4.1.7: Contractor and Design Leads: The Lead Contractor will be Midasco VA, LLC who will serve as the prime/ general contractor responsible for overall construction of the Project and will serve as the legal entity who will execute the Contract with VDOT. The Lead Designer will be Dewberry Consultants, LLC who will serve as the prime design consulting firm responsible for the overall design of this Project.

4.1.8: VDOT Prequalification: Midasco's prequalification number is M957. A renewal certificate was not issued to Midasco, however a copy of VDOT's website page listing Prequalified Vendors as of 10/28/2013 is attached to serve as Midasco's certificate and evidence as to Midasco's active status as a prequalified Virginia contractor.

4.1.9: DBE Participation: The Midasco team is committed to achieving a two percent (2%) DBE participation goal for the entire value of the project. Midasco and our team have never failed to meet a DBE goal, as we're aware of the importance of achieving these goals.

4.1.10: Interim Milestones and Final Completion Dates: Midasco proposes Interim Milestone and Final Completion date(s) as proposed in the RFP.

Interim Milestone 04/06/15
Final Completion 07/06/15

4.2 ATTACHMENTS TO LETTER OF SUBMITTAL

1. **Attachment 3.4:** Form C-78 Acknowledgement of RFP.
2. **Attachment 4.0.1.1:** I-77 ATSMS Letter of Submittal Checklist and Contents.
3. **Attachment 4.2.1:** Legal Name and Address of All Affiliated Companies
4. **Attachment 4.2.2a:** Certification Regarding Debarment Primary Covered Transactions
   4.2.2b: Certification Regarding Debarment Lower Tier Covered Transactions
5. **Attachment 4.2.3:** VDOT Prequalification Certificate
6. **Attachment 4.2.4:** Surety Letter from CNA Surety
7. **Attachment 4.2.5:** DPOR License and SCC Certificate of Fact
8. **Attachment 4.2.5.1:** SCC and DPOR Information Form 4.2.5
9. **Attachment 4.2.6a:** Lead Contractor Work History Form
10. **Attachment 4.2.6b:** Lead Designer Work History Form

As president of Midasco I can assure you that our team is dedicated to providing a high standard of performance and support to VDOT and look forward to the opportunity to participate in this project. You have our commitment, and my promise, that the full resources of the Midasco team will be available to deliver a world class service to VDOT.

Best Regards,
Midasco, LLC

Michael Filipczak
President / CEO

Form C-78-RFP

ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. C00104815DB70

PROJECT NO.: 0064-007-913, C501

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

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

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

1. Cover letter of September 3, 2013 – RFP
   (Date)
2. Cover letter of October 4, 2013 – RFP Addendum No. 1
   (Date)
3. Cover letter of October 16, 2013 – RFP Addendum No. 2
   (Date)

Michael Filipczak — 11/6/13

SIGNATURE — DATE

MICHAEL FILIPCZAK — PRESIDENT

PRINTED NAME — TITLE

ATTACHMENT 4.0.1.1

I-64 ACTIVE TRAFFIC AND SAFTEY MANAGEMENT SYSTEM
LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

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

Letter of Submittal Component	Form (if any)	RFP Part 1 Cross Reference	Page Reference
Letter of Submittal Checklist and Contents	Attachment 4.0.1.1	Section 4.0.1.1	Tab 2
Acknowledgement of RFP, Revisions, and/or Addenda	Attachment 3.4 (Form C-78-RFP)	Sections 3.4; 4.0.1.1	Tab 1
Letter of Submittal	NA	Section 4.1	Cover
Letter of Submittal on Offeror's letterhead	NA	Section 4.1.1	Cover
Offeror's full legal name and address	NA	Section 4.1.1	Cover
Authorized representative's original signature	NA	Section 4.1.1	Cover
Declaration of intent	NA	Section 4.1.2	Cover
120 day declaration	NA	Section 4.1.3	Cover
Point of Contact information	NA	Section 4.1.4	Cover
Principal Officer information	NA	Section 4.1.5	Cover
Offeror's Corporate Structure	NA	Section 4.1.6	Cover
Full Legal Name of Lead Contractor and Lead Designer	NA	Section 4.1.7	Cover
Offeror's VDOT prequalification information	NA	Section 4.1.8	Cover
DBE statement confirming Offeror is committed to achieving the required 2% DBE goal	NA	Section 4.1.9	Cover
Interim Milestone and Final Completion Dates	NA	Section 4.1.10	Cover

ATTACHMENT 4.0.1.1

I-64 ACTIVE TRAFFIC AND SAFTEY MANAGEMENT SYSTEM
LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

Letter of Submittal Component	Form (if any)	RFP Part 1 Cross Reference	Page Reference
Attachments to the Letter of Submittal	NA	Section 4.2	
Affiliated and/ or Subsidiary Companies	Attachment 4.2.1	Section 4.2.1	Tab 3
Certification Regarding Debarment Forms	Attachment 4.2.2(a) Attachment 4.2.2(b)	Section 4.2.2	Tab 4
Offeror's VDOT prequalification certificate	NA	Section 4.2.3	Tab 5
Evidence of obtaining bonding	NA	Section 4.2.4	Tab 6
Full size copies of DPOR licenses and SCC registrations	NA	Section 4.2.5	Tab 7
SCC registration information - businesses	Attachment 4.2.5	Section 4.2.5.1	Tab 8
DPOR registration information - businesses	Attachment 4.2.5	Section 4.2.5.2	Tab 8
Lead Contractor Work History Form	Attachment 4.2.6(a)	Section 4.2.6	Tab 9
Lead Designer Work History Form	Attachment 4.2.6(b)	Section 4.2.6	Tab 10

ATTACHMENT 4.2.1

State Project No. 0064-007-913 C-501

Affiliated and Subsidiary Companies of the Offeror

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

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

Relationship with Offeror (Affiliate or Subsidiary)	Full Legal Name	Address
Affiliate	IMESAPI LLC	1209 North Orange St. Wilmington, De 19801-1120

ATTACHMENT 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0064-007-913, C-501

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] 11/4/13 PRESIDENT
Signature Date Title

MIDASCO VA LLC USED IN VA BY MIDASCO LLC
Name of Firm

ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0064-007-913, C-501

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

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

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

[signature] 11/6/13 PRESIDENT
Signature Date Title

MIDASCO VA LLC USED IN VA BY MIDASCO LLC
Name of Firm

M902
MID-ATLANTIC PAVEMENT MARKINGS, LLC
PREQ. EXP : 07/31/2014

--PREQ ADDRESS ---------- WORK CLASSES (LISTED BUT NOT LIMITED TO)
1432 HEAD OF RIVER RD. 029 - PAVEMENT MARKINGS
CHESAPEAKE, VA 23322 035 - ROADWAY SIGNAGE
PHONE : 757-404-9217
FAX : 757-432-0021

BUSINESS CONTACT: HERRING, LESLIE LEEANN
EMAIL: LESLIE@MAPMS.COM
------DBE INFORMATION------

DBE TYPE : WBE
DBE CONTACT: HERRING, LESLIE LEEANN

M957
MIDASCO VA LLC (USE N VA BY: MIDASCO, LLC)
PREQ. EXP : 07/31/2014

--PREQ ADDRESS ---------- WORK CLASSES (LISTED BUT NOT LIMITED TO)
7121 DORSEY RUN ROAD 018 - ELECTRICAL INSTALLATION
ELKRIDGE, MD 21075-0000 045 - UNDERGROUND UTILITIES
PHONE : 410-579-6700 164 - TRAFFIC MANAGEMENT SYSTEMS
FAX : 410-579-6795

BUSINESS CONTACT: HOFFMAN, CRAIG
EMAIL: CHOFFMAN@MIDASCO.NET
------DBE INFORMATION------

DBE TYPE : N/A
DBE CONTACT: N/A

CNA SURETY

Baltimore Branch
1954 Greenspring Drive, Suite 450
Timonium, MD 21093

Telephone 410-720-3200
800-262-6437
Facsimile 410-720-3260

October 30, 2013

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

Contractor: Midasco, LLC
Project: I-64 ATSMS, Project No. 0064-007-913 C501 Design Build Active Traffic and Safety Management System

To Whom it May Concern,

As surety for the above named Contractor, CNA Surety Company (CNA - Western Surety Company) with A.M. Best Financial Strength Rating [A] and Financial Size Category [XII] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project.

Sincerely,

Western Surety Company

Stephanie D. Freeman
Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mary Ann Marbury, Kent M Pagoota, Michael A Walter, Stephanie D Freeman, Dayna M Betz, Richard C Faint III, Beth K McNellis, Individually

of Columbia, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of March, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 22nd day of March, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of October, 2013.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

EXPIRES ON
03-31-2014

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

NUMBER
2705103916

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

MIDASCO LLC
MIDASCO VA LLC
7121 DORSEY RUN ROAD
ELKRIDGE, MD 21075

Gordon N. Dixon, Director

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

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

(POCKET CARD)

COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
"CLASSIFICATIONS" ELE H/H
NUMBER: 2705103916 EXPIRES: 03-31-2014

MIDASCO LLC MIDASCO VA LLC
7121 DORSEY RUN ROAD
ELKRIDGE, MD 21075

(FOLD)

(DETACH HERE)

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

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

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
0407003966

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

PROFESSIONS: LA, ARC, ENG, LS

DEWBERRY CONSULTANTS, LLC
8401 ARLINGTON BLVD
FAIRFAX, VA 22031

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

Gordon N. Dixon, Director

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Midasco VA LLC (USED IN VA BY: Midasco, LLC), a limited liability company organized under the law of Delaware, obtained a certificate of registration to transact business in Virginia from the Commission on December 28, 2005; and

That it is registered to transact business in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
November 1, 2013

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1311015524

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Dewberry Consultants LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is January 01, 2000; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

As of the date below, this certificate of organization is in effect and the company is current in the payment of all annual registration fees assessed against it by the Commission.

I further certify the following is a list of all documents relating to the articles of organization filed in this office by Dewberry Consultants LLC.

Articles of Organization - January 1, 2000

Articles of Amendment - September 21, 2012

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
May 8, 2013

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0505

ATTACHMENT 4.2.5

State Project No. 0064-007-913, C-501

SCC and DPOR Information - Businesses

Offerors shall complete the table and include the required state registration and licensure information. By completing this table, Offerors certify that their team complies with the requirements set forth in Section 4.2.5 and that all businesses listed are active and in good standing.

SCC & DPOR INFORMATION FOR BUSINESSES (RFP Sections 4.2.5.1 and 4.2.5.2)							
Business Name	SCC Information (4.2.5.1)			DPOR Information (4.2.5.2)			
	SCC Number	SCC Type of Corporation	SCC Status	DPOR Registered Address	DPOR Registration Type	DPOR Registration Number	DPOR Expiration Date
Midasco VA LLC Used in VA by Midasco LLC	T0294167	LLC	Active	7121 Dorsey Run Rd Elkridge, MD 21075	Class A Contractor Classifications ELE H/H	2705103916	3-31-2014
Dewberry Consultants LLC	S044733-6	LLC	Active	8401 Arlington Blvd Fairfax, VA 22031	Architects, Professional Engineers, Land Surveyors,	0407003966	12-31-2013

ATTACHMENT 4.2.5

State Project No. 0064-007-913, C-501

SCC and DPOR Information - Businesses

ATTACHMENT 4.2.6(a)

LEAD CONTRACTOR - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

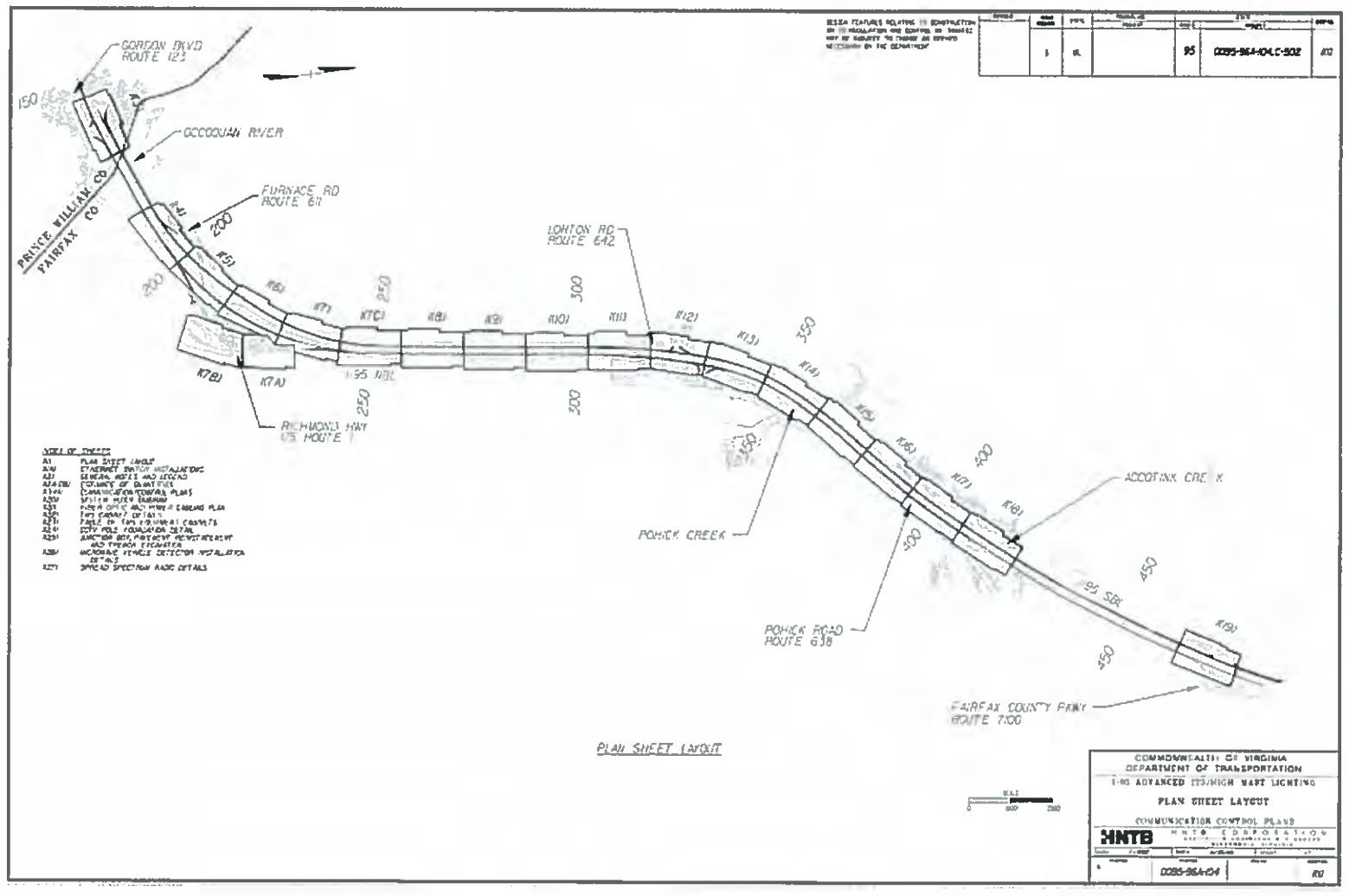
a. Project Name & Location	b. Name of the prime design consulting firm responsible for the overall project design.	c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities.	d. Contract Completion Date (Original)	e. Contract Completion Date (Actual 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 I-95 Advanced ITS/ High Mast Lighting Location: I-95 From Route 123 to 7100, NOVA District	Name: HNTB Corporation	Name of Client./ Owner: VDOT Phone: 804-786-1630 Project Manager: Dave Evans Phone:703-334-2755 Email: david.evans@vdot.virginia.gov	3-31-2007	6-15-2007	$2,245	$2,012	$2,012

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.

The advance ITS project on I-95 was planned and executed in order to clear critical ITS infrastructure from the area to be affected by the I-95 fourth lane widening project. By moving the ITS infrastructure first, the fourth lane widening project was able to progress on an accelerated schedule.

The advance ITS project relocated the conduit, junction boxes and fiber optic cable as well as numerous existing devices away from the planned construction widening operations. There was approximately 44,610 linear feet of bored conduit, trenching and inner duct and approximately 119,605 linear feet of copper and fiber optic cable. In addition to the extensive conduit and cabling requirements the job included installation of sixteen microwave vehicle detectors, a spread spectrum radio link, video encoders and decoders, relocation of CCTV assemblies, relocation of cabinet assemblies as well as system documentation and system support equipment.

The project was finished on time and under budget.



Scope and Complexity: This project, although relatively modest in size, shows Midasco's ability to modify an existing ITS system while relocating the communication system, relocating devices, adding devices, keeping the existing devices working, performing critical cut over's to the new communication system, within the right of way and under traffic control of an extremely busy interstate highway.

Successful Delivery: This project demonstrated Midasco's ability to work well with VDOT on a challenging and time sensitive project. Issues were resolved quickly and there was constant communication and coordination to reach project completion. In addition the job was performed with zero lost time accidents and met all VDOT quality requirements. The project was delivered on time and under budget.

Lessons Learned: One of the most challenging aspects of this job was the directional bore installation of 1,580 liner feet of seventeen inch and one-quarter conduits. This was performed as one continuous operation under traffic control and required an enormous amount of coordination and preparation. It was performed successfully over a thirty six hour period and reinforced the concept of planning the work and working the plan.

ATTACHMENT 4.2.6(a)

LEAD CONTRACTOR - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location	b. Name of the prime/ general consulting firm responsible for overall project design.	c. Contact information of the Client or Owner 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. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
Name: VDOT Telegraph Rd. Interchange Location: Alexandria, VA	Name: Dewberry	Name of Client: C.K. Contractors Phone: 703-317-8601 Project Manager: Mr. Peter Bernatt Email: pbernatt@cormanconstruction.com	2013	2012	$14,655	$16,200	$16,200

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

This Virginia Department of Transportation (VDOT) Telegraph Road Interchange project involved a complete reconstruction of the existing interchange to include ramp improvements, bridge widening / lengthening and widening of the I-95/I-495 mainline roadway section from 2.1 miles west of Telegraph Road to 0.5 miles to the east.

Midasco performed the overhead and cantilever signing, highway lighting, and communication installation work, which included extensive overhead sign structures and foundations. Midasco was also responsible for temporary relocation of existing fiber optics networks and installing side-fired vehicle detectors, CCTV systems, dynamic message signs, new communication infrastructure, and all associated underground work.

Midasco was responsible for installing 28 overhead traffic signs, over 50 miles of underground cable, 191 light structures, 31 Traffic Monitoring System (TMS) cabinets, 20 miles of fiber optic cable, and 20 microwave vehicle detectors.

This project allowed Midasco to work alongside the engineers at Dewberry to create the most constructible project possible. Midasco worked diligently and efficiently with C.K. Contractors and VDOT to construct the finest product at the best value. Working along the busy corridors in Washington D.C. was a risk Midasco was aware of going into the project, but something they were able to mitigate during the early phases of construction. As a result, the project was able to remain on schedule and under budget, as well as remain a safe work site for all on-site employees.

Scope and Complexity: This project is similar to the proposed I-64/I-77 ATSMS projects in that it involved the installation of specialty highway systems and equipment.. By working in tight corridors under a strict schedule, this project easily classifies as a substantial project for Midasco.

Successful Delivery: Being a subcontractor, the hardest part of this project has been coordinating scheduling. Midasco has been working alongside C.K. and their other subs to work as efficiently as possible. Having a project of this complexity on schedule speaks volumes. The project was completed on time and under budget. Having a project in such a highly congested area, safety is always a major concern. There have been no serious injuries or accidents by any of Midasco's crews.

Lessons learned: The major lessons learned on this project were to the methods to effectively construct and build sign and lighting structures and ITS components along a very busy expressway. Also keeping all stakeholders informed with adequate coordination of all issues with all parties involved on this massive project are the keys to keeping a progressive schedule from slipping. Lastly, successful installation of the fiber optic network plays a vital role in integrating all components within the confines of the project.

Integrated Team: C.K. Contractors is a Joint Venture between Corman Construction and Kiewit Construction. Working alongside C.K. on a daily basis, Midasco has proven to be a vital subcontractor in this complex project. Midasco is also working alongside engineers at Dewberry for their design expertise.

ATTACHMENT 4.2.6(a)

LEAD CONTRACTOR - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location	b. Name of the prime/ general consulting firm responsible for overall project design.	c. Contact information of the Client or Owner 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. . 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: Intercounty Connector – Contract C (ICC) Location: Laurel MD	Name: Dewberry Consulting LLC	Name of Client: ICC Constructors (IC3) Phone: 301-586-4804 Project Manager: Mr. Greg Johnannes Email: gregory.johannes@shirleycontracting.com	2011	2011	$18,500	$20,415	$20,415

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.

Maryland's InterCounty Connector (ICC) links existing and proposed development areas between the I-270/370 and I-95/US 1 corridors within central and eastern Montgomery County and northwestern Price George's County with a state-of-art , limited access, east-west highway.

Midasco worked as a specialty infrastructure contractor under the IC3 joint venture through their contract with Maryland State Highway. Midasco was responsible for the installation and maintenance of the lighting of the and intelligent transportation systems, two key elements along this toll road highway

Throughout the project, Midasco installed over 60 miles of underground cable, 21 ITS cabinets, 7 Dynamic Message Sign (DMS) structures, 10 CCTV cameras, and 2 emergency backup power systems for the tolling gantries, among other electrical devices.

Midasco's expertise and skilled workforce was a vital part in the large scale design-build operation to incorporate cutting edge technology, such as new LED sign lighting on structures and intelligent gantry tolling structures. Midasco worked continuously with the engineers at Dewberry to construct the most value-added infrastructure possible. An integral part of this project was the expedited scheduling and desire to adhere to the critical path. Working as a subcontractor usually results in having your priorities low on the list. With the ICC, however, Midasco worked profoundly with the IC3 and Dewberry, ensuring that communication flowed freely and the schedule was met. The result of the effective communication lead to an incredible finished product for all parties involved.

Scope and Complexity. This project is of similar scope and complexity as it involves the installation of state-of-the-art intelligent transportation systems in a highly congested region. In addition, the project involved the installation of many cutting edge technologies and remarkable highway structures, making it a large-scale project on many different levels.

Successful Delivery: This project was delivered successfully within the contract time. Both the client (IC3) and the owner (MDSHA) were pleased with the overall outcome of Midasco's installation and professional approach.
Midasco's good performance on this project is evidenced by the fact Midasco was selected by the IC3 to work on the next segments of the ICC - D and E – which suggest that they were satisfied and pleased with Midasco.

Lessons Learned. There were two main lessons learned that came about from this project. The first was to design the electrical services concurrently with the lighting and ITS to minimize utility company delays and design conflicts, rather than design one – begin construction, and then design the other. The second lesson learned was to coordinate and install any and all conduit for surrounding projects at the time of this construction to allow for efficient installation and to minimize conflicts with future construction.

An Integrated Team: Midasco was a vital part of the IC3 team – consisting of Shirley Contracting, Clark Construction, Facchina Construction, and Trumbell. Midasco also worked closely with the design engineer, Dewberry, integrating effective construction methods into their design.

ATTACHMENT 4.2.6(b)

LEAD DESIGNER - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location	b. Name of the prime/ general contractor responsible for overall construction of the project.	c. Contact information of the Client and their Project Manager who can verify Firm's responsibilities.	d. Construction Contract Completion Date (Original)	e. Construction Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
Name: I-295/I-76/Route 42 Direct Connection – Advance ITS Contract Location: Camden County, NJ	Name: Diehl Electric Hammonton, N.J.	Name of Client.: New Jersey Department of Transportation (NJDOT) Phone: 609.530.2466 Project Manager: John McCleerey Email: john.mccleerey@dot.state.nj.us	April 2012	Freeway ITS October 2013* *Awaiting activation of TT readers by 3rd party.	$5,835 (ITS Elements)	$6,274* (ITS Elements) *Difference due to owner added scope	$950

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

I-76 and Route 42 form a northwest-southeast route for local traffic going to and from Philadelphia. I-295 is a southwest to northeast route that parallels the New Jersey Turnpike. In the critical area defined by this project, I-295 traffic enters the I-76/Route 42 traffic stream and then exits (along with traffic from I-76/Route 42) at a second interchange less than ¾ mile away to continue on I-295. The proximity of these two interchanges and the mix of local commuters familiar with the highway and long distance travelers on I-295 who are unfamiliar with the network causes driver confusion, congestion and accidents. NJDOT's solution to this problem is the reconstruction of the interchanges to provide a direct connection of the I-295 mainline that will separate through traffic on I-295 from I-76/Route 42 traffic. The complexity and intensity of this reconstruction project will destroy multiple branches of the existing NJDOT fiber-optic communications infrastructure that runs through these interchanges linking NJDOT's Traffic Operations Center southwestern portions of the state and local Intelligent Transportation Systems (ITS) devices.

Dewberry, in the role of the Prime (Lead) Designer provided design for the I-295/I-76/ Route 42 Direct Connection Advance ITS Contract which was constructed prior to the ongoing interchange reconstruction project. The goal of the project was to implement an alternate communications plan and install local devices to monitor traffic, inform drivers of incidents, and ensure these devices were in place and operational before commencement of any major road work. The project prepared plans and specifications to interface existing ITS elements with leased lines to preserve NJDOT's ability to communicate with its far flung assets and install ITS elements to monitor traffic and communicate with drivers. Dewberry's ITS services included the design and testing of completed and operational ITS systems, including existing Dynamic Message Signs (DMS) and nine (9) new DMSs, two (2) new CCTV cameras, 23 "bluetoad" (Bluetooth-enabled) detectors for determining Travel Time.

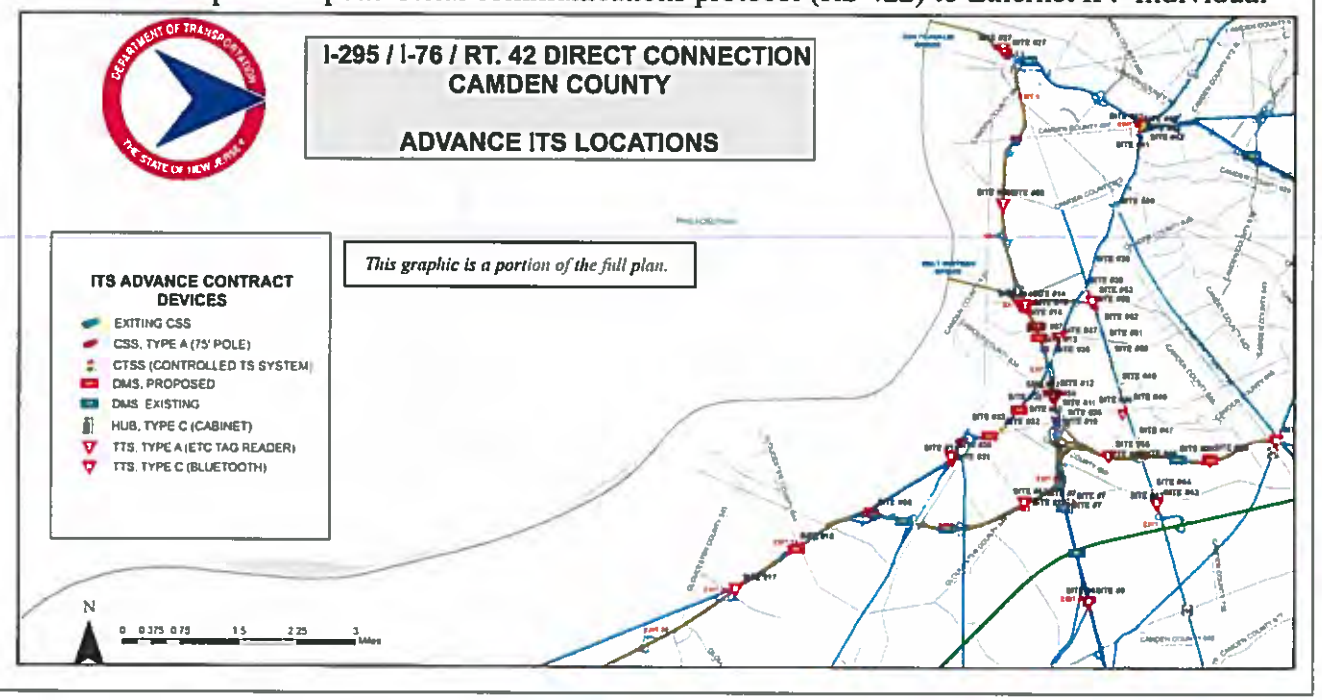
The basis of the communications network design was to interrupt existing fiber optic paths through the construction areas at optimal points along the roadways and interface the downstream devices with leased facilities. The project established Ethernet Virtual Private LANs (EVPLs) over leased facilities (through Verizon Business Services) and further reconfigured existing fiber networks to maintain continuity of communications. The design incorporated Cisco routers at interface points with the EVPLs to maintain the security of NJDOT's network. As part of this effort, ITS devices were converted from point-to-point serial communications protocol (RS 422) to Ethernet IP. Individual devices were also re-spliced onto different fiber cable bundles as per current client standards.

Besides maintaining the functional integrity of NJDOT's statewide ITS and traveler information system, additional ITS devices were included in the Advanced ITS Contract to provide services for the benefit of motorists traveling through the work zones. The ITS enhancements are providing:

- Traffic monitoring and management of the freeways and arterials in and around the interchanges
- Construction conditions traveler information
- Enhanced Incident detection and management
- Enhanced safety of both user and construction workers
- Increased throughput capacity
- Enhanced work zone planning

In addition to these freeway ITS elements, Dewberry developed plans and specifications for two Traffic Signal System improvements along arterials parallel to the interstate roadways. These improvements included new computerized traffic signal system (CTSS) processors, the conversion of existing traffic signals to a new Traffic Adaptive system, data and video communications networking and systems integration, including point-to-point 4.9 GHz wireless communications systems with backhaul locations on fiber optic cable at strategic locations. (NOTE: Some of the traffic signal system work has not been completed due to NJDOT prioritization requirements for the reconstruction of the interchange.)

Design work was performed at the Dewberry office in Bloomfield, NJ.



ATTACHMENT 4.2.6(b)

LEAD DESIGNER - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location	b. Name of the prime/ general contractor responsible for overall construction of the project.	c. Contact information of the Client and their Project Manager who can verify Firm's responsibilities.	d. Construction Contract Completion Date (Original)	e. Construction Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
Name: **Virginia Statewide ITS On-Call Task Order Contract** Location: **Various Locations in Virginia**	Name: **Task 13:** Edwards & Kelsey **Task 54:** Civil: Richardson Wayland Elec.; Equip & Testing: Digital Traffic Systems	Name of Client.: VDOT **Task 13:** Amy Tang, NOVA District 703-259-1782 **Task 54:** Dean Gustafson Staunton District 804-786-2978	**Task 13:** June 2002 (Est.) **Task 54:** NA June 2006 (Est.)	**Task 13:** June 2002 (Est.) **Task 54:** June 2006	**Task 13:** $485 (Est.) **Task 54:** $1,772 (Est.) **TOTAL: $2,257 (Est.)**	**Task 13:** $485 (Est.) **Task 54:** $1,772 (Est.) **TOTAL: $2,257 (Est.)**	**Task 13:** $11.7 **Task 54:** $105.8 **TOTAL: $117.5**

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

Between 1999 and 2004, Dewberry was a subconsultant to Iteris (the prime consultant) on the Virginia Statewide ITS On-Call Support Project. Under this project, Dewberry provided design and construction related support activities. Three of the more notable assignments are described below and other support activities are identified. Design work was performed at our office location in Fairfax, VA. (Note: Odetics changed its name to Iteris during the project.)

Task 13 – Truck Rollover Project FHWA research identified an Electronic Warning System as an ITS countermeasure to the recurring problem of truck rollover accidents on loop ramps. Resource sharing funds from wireless communication firms were used to implement this system on two I-495 loop ramps. This was a collaborative project among several consultants, in which Dewberry implemented the research findings by finalizing the design plans for this system. Dewberry accomplished the following on this task:

- Reviewed functional requirements and specifications and prepared construction drawings.
- Performed field investigation of the two Automatic Truck Rollover Warning System sites.
- Prepared preliminary design plans for review by Iteris and BMI.
- Identified and revised Power and Communication requirements.
- Performed Site Surveys for the two sites.
- Prepared an Addendum to the Truck Rollover package after receiving comments from the Contractor
- Supported VDOT staff during procurement and construction, including on-site review of construction activities.
- Configured cameras for the operating system database.

Task 54 – VDOT Staunton District Camera Project - Dewberry provided design plans for the installation of 36 CCTV cameras on I-64, I-66 and I-81. The camera locations extended from the West Virginia State Line on I-64 to I-81,north on I-81 through Winchester, and also included three sites in the I-64 ATSMS project area. Field activities for these installation drawings included a bucket truck survey to determine the field of view from the proposed camera locations. Wireless communications and solar power were used at selected sites where land line communications or AC power were not cost-effective. Dewberry accomplished the following on this task:

- Complied base maps and set-up plan sheets
- Conducted site inspections
- Prepared preliminary field inspection plans and preliminary plans
- Reviewed and updated property owner database
- Collected photos of coverage from proposed camera sites
- Considered and evaluated use and cost of solar power at several camera sites and versus installing conduit and cables for AC power at these locations.
- Assisted with citizen information meetings by preparing handouts and display boards to address privacy concerns of residents living near the camera sites
- Prepared designs for solar panel foundations, and timber retaining structures
- Coordinated with VDOT and TrafficLand for public dissemination of the images.
- Prepared final field inspection plans, and final plans

ATTACHMENT 4.2.6(b)

LEAD DESIGNER - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location	b. Name of the prime/ general contractor responsible for overall construction of the project.	c. Contact information of the Client and their Project Manager who can verify Firm's responsibilities.	d. Construction Contract Completion Date (Original)	e. Construction Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
Name: Intercounty Connector – Contract C (ICC) Location: Montgomery and Prince Georges Counties, MD	Name: ICC Constructors (IC3), a joint venture of Shirley, Clark, Facchina, and Turnbull construction companies	Name of Client.: Maryland State Highway Administration (SHA) Phone: (301) 586-9267 Project Manager: Mark Coblentz, Project Director Email: mcoblentz@sha.state.md.us	November 2011	November 2011	$513,000 Overall $18,500 Lighting & ITS related	$525,000* Overall, *Difference due to owner added scope. $20,415Lighting & ITS related	$61,000

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

Dewberry, in the role of the Prime (Lead) Designer as part of the design-build team provided design, construction inspection, and overall QA/QC for Contract C of the ICC Project. This was a $513M contract, one of the five contracts for this $2.28B facility. This design-build project included 3.8 miles of mainline ICC, a six lane freeway facility, with two three-level interchanges. Overall the project encompassed 20 bridges, 16 retaining walls, five noise walls, 14 stormwater management ponds, multiple phases of erosion and sediment control, low-level and high-mast lighting, intelligent transportation systems (ITS) and electronic toll collection (ETC) components associated with toll collection facilities, overhead and ground mounted signing design, extensive landscaping, utility relocations at a number of cross-roads, and significant ground improvements. Dewberry was responsible for all preliminary and final roadway and interchange design, bridge design, ITS and ETC design, maintenance of traffic design, quality assurance and quality control. Dewberry was also responsible for construction inspection and testing.

The ITS and ETC project elements included four (4) Toll Rate Signs, nine (9) Dynamic Message Signs (DMS), four (4) Flashing Beacon Highway Advisory Radio signs, 10 CCTV and Toll area monitoring cameras, four (4) ETC gantries and two (2) emergency generators. These elements are supported by the installation of more than 70,000 feet of underground fiber optic cable on the toll road and adjacent arterials, and the associated control cabinets and electrical and electronic infrastructure. In addition to the Communications and Control plan sheets, the detail drawings for the project included: the electrical and cabinet details, gantry area details, cabinet installation and electrical panel board details, transformer size table, conduit contents and fill ratio details, a table of responsibilities, as well as a five sheet fiber-optic splice plan. Dewberry also prepared an ITS Project Architecture and a detailed Acceptance Test Plan for the installed fiber optic communications cable, DMS, and CCTV units.

The ICC project had significant environmental commitments from the Record of Decision (ROD), which our design-build team incorporated into our final design and construction plans. Our team completed the required post-ROD processes to document changes to obtain the required approvals. In addition, we worked with many adjacent communities, as well as individual landowners, to give advance notice of upcoming construction activities and worked hard to minimize landowner impacts. We maintained existing access to properties at all times during construction. The team proposed significant re-designs of the Route 29 and I-95 interchanges from the preliminary designs developed by SHA. These various design changes resulted in the elimination of 322,000 SF of bridges and reduced overall right-of-way acquisition by 14 acres. Submitted an Alternative Technical Concepts (ATCs), these design changes were reviewed and approved by SHA and the Federal Highway Administration (FHWA) resulting in a $100M project savings.

As part of the initial activities the team worked diligently to identify the critical path design and construction items. After identification, the team prepared advance design packages to allow overall project construction to take place as early in the schedule as possible. Advance packages examples included: detour, bridge foundation, steel, utility relocations, and erosion and siltation. Dewberry has the knowledge and experience from working on other design-build projects to assess the critical path and prioritize items such as environmental permitting; utility easements, construction activities, and proper construction execution and delivery. These project aspects are necessary for continued coordination between the various disciplines from the early stages of design through final plan development. Our Team held weekly coordination meetings with all the disciplines, along with participation from the construction personnel. Weekly meetings with the SHA and the Prime Contractor were also held to resolve key issues and maintain the project schedule.

Dewberry ITS design work was performed at our office locations in Fairfax, VA and Beltsville, MD.

MIDASCO LLC
Building and maintaining America's infrastructure:
Tomorrow's systems today

7121 Dorsey Run Road
Elkridge, MD 21075
410-579-6700
Fax 410-579-6795

I-64 Active Traffic and Safety Management System

RFP No. C00104815DB70
Project No. 0064-007-913, C501

Price Proposal

Tab 1	4.0.1.2 PRICE PROPOSAL CHECK LIST
Tab 2	4.3.1 PRICE PROPOSAL FORM
Tab 3	4.3.2 ADJUSTMENT FOR ASPHALT AND STEEL
Tab 4	4.3.3 C-23 PROPOSAL GUARANTY
Tab 5	4.3.4 C-104, C-105
Tab 6	4.3.5 C-11, C-49, C-112

ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: I-64 ACTIVE TRAFFIC AND SAFTEY MANAGEMENT SYSTEM
Contract ID Number: C00104815DB70

➢ Contents of Price Proposal:

- ☑ **Cost Breakdown Summary in whole numbers and Proposal Price in both numbers and words (Attachment 4.3.1)**
- ☑ **Price Adjustment Information and Forms for Fuel, Asphalt and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)**
- ☑ **Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications**
- ☑ **Sworn Statement Forms (C-104, C-105, Attachments 4.3.4(a) and 4.3.4(b))**
- ☑ **DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.3.5(a), 4.3.5(b) and 4.3.5(c))**
- ☑ **CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**

ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

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

Price Proposal Cost Breakdown Summary;

Design Services, LS	$ 675,000
Mobilization (Construction), LS	$ 400000
Quality Assurance (Construction), LS	$ 340000
Quality Control (Construction), LS	$ 17,560
Conduit Systems, LS	$ 1,811,250
Structures and Poles, LS	$ 492 670
Power and Communications, LS	$ 3,153,783
Dynamic Message Signs (DMS), LS	$ 352,786
Closed Circuit Television (CCTV), LS	$ 89,000
Weather Sensors/Detection, LS	$ 628,800
Roadside/Safety Improvements, LS	$ 57,000
All Others Costs, LS	$ 365300

Proposal Price; (Specify the Total Lump Sum price in both numbers and words, this price shall **equal** to the total sum of the items listed above)

Lump Sum (LS): EIGHT MILLION FOUR HUNDRED FOURTY THREE THOUSAND TWO HUNDRED THIRTY ($ 8,443,239) NINE DOLLARS

PRESIDENT
MIDASCO VA LLC (USED IN VA BY MIDASCO LLC)
11/6/13

Exhibit 6.3(b)

Form C-16a
August 9, 2013

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
ASPHALT PRICE ADJUSTMENT (PG76-22 or PG 70-28)
DESIGN-BUILD PROJECTS

INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items containing PG 76-22 or PG 70-28 is being utilized on the project.

PROJECT NUMBER:

DISTRICT:

Bid Prices in this contract for items containing PG 76-22 or PG 70-28 asphalt cement were developed using an f.o.b. price of $_____ per IMPERIAL ton for PG 76-22 or PG 70-28. This quote is project specific.

Price quotes signed by each supplier from which the Design-Builder proposes to obtain PG 76-22 or PG 70-28 shall be maintained by the Design-Builder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

DATE:_____

SIGNATURE:_____

_____
(Firm or Corporation)

_____
(Vendor No.)

EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

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

June 30, 2011

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

The Design-Builder will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in fuel used on specific items of work identified in this provision. A master listing of standard items eligible for fuel adjustment is provided by the Department on its website at the following link http://www.virginiadot.org/business/resources/masteroptionalfuelitems.pdf. The listing on the 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
Q = Quantity of individual units of work

F = Appropriate fuel factor

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

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

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

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

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

__ I elect to use this provision

X I elect not to use this provision

Date: 11/6/13

Signature: [signature]

Design-builder: MIDASCO VA LLC (USED IN VA BY MIDASCO LLC)

Vendor No.: M937

EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL

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

June 30, 2011

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

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

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

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

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

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

> There is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.

The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI) which measures the average price change over time of the specific

steel eligible item from the perspective of the seller of goods. The Master List table provided at the end of this provision indicates the Producers Price Index (PPI) steel category index items and the corresponding I.D. numbers to which VDOT items will be compared. **Please note:** The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

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

Price increase/decrease will be computed as follows:

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

Where:

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

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

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

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

Upon Department review and due process consideration for redress by Design-Builder, any apparent evidence to unbalance the price supplied by Design-Builder in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.

FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS
Must be supplied with Price Proposal for Department Participation

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

DATE FOR RECEIPT OF PRICE PROPOSAL _____

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

Item Number	Item Description	Quantity	Unit	Unit Price	Supplier	Date of Quote

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

_____ _____
Design-Builder Date

Sample Calculation of a Price Adjustment (increase)

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 lb.

A = 0.2816 x 0.054 x 450,000

A = $6,842.88 pay adjustment to Design-Builder

Sample Calculation of a Price Adjustment (decrease)

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 lb.

A = 0.2816 x 0.030 x 450,000

A = $3,801.60 credit to Department

MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

ITEM NUMBER	ITEM DESCRIPTION	UNITS	BLS Series I. D. 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 ENCASEMENT 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

X I elect not to use this provision

Date: 11/6/13

Signature: Michael T Gosh

Design-Builder: MIDASCO VA LLC
(USED IN VA BY MIDASCO LLC)

Vendor No.: M957

Form C-24
Rev. 7-6-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Midasco, LLC As principal, and Western Surety 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 7th Day of November , 2013

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

PROJECT NUMBER: 0064-007-913, C501
I-64 Active Traffic and Safety Management System, Contract ID No. C00104815DB70

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.

Midasco, LLC
(Principal*)

By: [signature]
(Officer, Partner or Owner) (Seal)

(Principal*)

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

(Principal*)

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

Western Surety Company
(Surety Company)

By: [signature]
Richard C. Faint, III (Attorney-in-Fact**) (Seal)

1954 Greenspring Drive, Suite 450
Timonium, MD 21093
(Address)

By:
(Surety Company)

(Attorney-in-Fact**) (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.

(USED IN VA BY MIDASCO LLC)

Electronic Bid Bond ID#

MIDASCO VA LLC
Company/Bidder Name

Signature and Title

**Attach copy of Power of Attorney

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard C. Faint, III , Individually

of Columbia, MD its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Midasco, LLC
Obligee: Commonwealth of Virginia

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of November, 2013.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Form C-104
Rev 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: 0064-007-913, C-501

FHWA:

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 HOLNHRD CO., MD, this 6th day of NOVEMBER, 20 13
County (City), STATE

(USED IN VA BY MIDASCO LLC)
MIDASCO VA LLC — By: [signature] PRESIDENT
(Name of Firm) (Signature) Title (print)

STATE of Maryland
COUNTY (CITY) of Baltimore
To-wit:

I Katherine K. Snider, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day November 6, 2013 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 6th day of November, 20 13

[signature]
Notary Public

My Commission expires 1/26/2015

KATHERINE K. SNIDER NOTARY PUBLIC MY Commission BALTIMORE COUNTY, MD

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)

Form C-105
Rev 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT:

FHWA

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

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

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

NAME	Location of Principal Office
0064-007-913, C-501	
VTCA	RICHMOND VA
MTBMA	GLEN BURNIE MD

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

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

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

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

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

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

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

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

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

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

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

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

Signed at HOWARD CO, MD, this 6 day of NOVEMBER, 20 13
(County (City), STATE)

USED IN VA BY MIDASCO LLC
MIDASCO VALLE
(Name of Firm)

By _____ PRESIDENT
(Signature) Title (print)

STATE of Maryland
COUNTY (CITY) of Baltimore
To-wit:

I Katherine K. Snider, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day November 6, 2013 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 6th day of November, 20 13

_____
Notary Public

My Commission expires 1/26/2015

KATHERINE K. SNIDER
My Commission
NOTARY
PUBLIC
BALTIMORE COUNTY, MD

Form C-111
Rev 2-15-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0064-007-913, C-501

FHWA NO. _____

*** 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 3.0 %

PERCENT ATTAINED BY BIDDER _____ %

NAMES(S) AND CERTIFICATION NO OF DBE(S) TO BE USED	USED AS SUBCONTR (S) MFG (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
ADEB 697273	SP	ELECTRICAL EQUIP	255,000
		TOTAL	$ 255,000

TOTAL CONTRACT VALUE $ 8,443,239 0064-007-913 C-501 x REQUIRED DBE 3.0 % = $ 253,297

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

MIDASCO VA LLC USED IN VA BY MIDASCO LLC — BIDDER

BY — [signature] — SIGNATURE

PRESIDENT — TITLE

BY — 11/6/13 — DATE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

--DO NOT DETACH--

THIS INFORMATION MUST BE SUBMITTED WITH YOUR BID PROPOSAL IF YOUR BID DOES NOT MEET THE PROJECT DBE REQUIREMENTS, OR WHEN REQUESTED BY VDOT

CONTRACT I.D. NUMBER C00104815DB70

PROJECT NUMBER 0064-007-913

FHWA NUMBER _____

DISTRICT Staunton

DATE BID SUBMITTED _____

BIDDER'S NAME _____

SIGNATURE Michael Hizik

TITLE _____

VENDOR NUMBER M957

DBE GOAL FROM BID PROPOSAL _____

GOAL MET

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____ SIGNATURE_____

TITLE_____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ **DATE SUBMITTED**_____

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BIDDER_____ **SIGNATURE**_____

TITLE_____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

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BIDDER_____ SIGNATURE_____

TITLE_____

ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

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BIDDER_____ SIGNATURE_____

TITLE_____

ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____ SIGNATURE_____

TITLE 0064-007-913, C-501

ADVERTISEMENTS OR PROOFS OF PUBLICATION

NAMES AND DATES OF EACH PUBLICATION IN WHCH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

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BIDDER_____ SIGNATURE_____

TITLE_____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

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BIDDER_____SIGNATURE_____

TITLE_____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

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BIDDER_____ SIGNATURE_____

TITLE_____

EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT, INSURANCE, ETC.

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, <u>EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.</u>

IDENTIFY THE DBEs ASSISTED, THE ASSISTANCE OFFERED, AND THE DATES OF SERVICES OFFERED AND PROVIDED. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____ DATE SUBMITTED_____

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BIDDER_____ SIGNATURE_____

TITLE_____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

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

Project No.: 0064-007-913, C501

Federal Project No.: OC - 0642 (164)

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: MIDASCO VA LLC (USED IN VA BY MIDASCO LLC)

By: _____ (Signature) PRESIDENT (Title)

Date: 11/6/13

First Tier Subcontractor if Applicable: Adeb Inc

By: _____ (Signature) VP of Operations (Title)

Date: 11/06/13

Second Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

DBE Contractor _____

By: _____ _____
Signature Title

Date: _____