

EAST END CROSSING

OHIO RIVER BRIDGES PROJECT

WVB East End Partners 



SUBMITTED TO:
INDIANA FINANCE AUTHORITY
ONE NORTH CAPITOL AVENUE, SUITE 900
INDIANAPOLIS, INDIANA 46204
ATTENTION: SILVIA PEREZ
PHONE: 317.234.7701
FAX: 317.232.6786

SUBMITTED BY:
WVB EAST END PARTNERS
1260 EAST SUMMIT STREET
CROWN POINT, INDIANA 46307
PHONE: 315.207.3905

NOVEMBER 5, 2012
12:00 PM EST

November 5, 2012

VIA E-MAIL and UPS OVERNIGHT

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Silvia Perez
Telephone: 317-234-7701
Fax: 317-232-6786
Email: SPerez@ifa.IN.gov

Subject: EAST END CROSSING PROPOSAL – Technical Proposal Clarifications

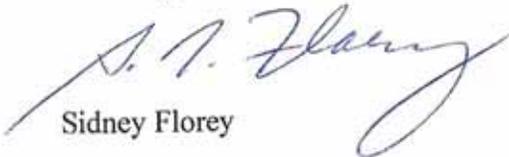
Dear Ms. Perez:

WVB East End Partners is in receipt of IFA's October 31st letter requesting clarifications to the Technical portion of our Proposal, which was submitted on October 26, 2012.

Attached is the clarifying and additional documentation as requested. This information is being furnished electronically to your e-mail address before noon (prevailing Eastern Time) on November 5, 2012, and the required hard copies will be delivered directly to your office by hand or overnight courier the following day.

As always, please contact me immediately if there are any further questions or clarifications from the IFA regarding our Proposal.

Sincerely,


Sidney Florey

Duly Authorized Official
WVB East End Partners
1260 East Summit Street
Crown Point IN 46307
407-470-6639 or 315-207-3905
sidney.florey@vinci.com

Clarification Request: No. 1

1

Please provide clarification, either through pro forma LLC organizational documentation or revised/amended term sheet, that provides for continuation of Proposer in the event of bankruptcy or withdrawal of any of its members. (Reference ITP Section 5.3.1(a)).

WVB East End Partners provides the attached revised form of Operating Agreement Term Sheet. Please see section 25 for the addition of language which provides for the continuation of Proposer in the event of bankruptcy or withdrawal of any of its members.

WVB EAST END PARTNERS, LLC.
Operating Agreement Term Sheet

General Terms

1. Company: This term sheet pertains to the operating agreement (the “Agreement”) of WVB East End Partners, LLC (the “Company”), a limited liability company to be formed under the laws of the State of Delaware.

2. Parties: [name of VINCI C-Corp Holdco] (“VINCI”)

[name of Walsh LLC Holdco] (“WALSH”)

[name of Bilfinger C-Corp Holdco] (“BILFINGER”)

(individually a “Party” or “Original Member”, collectively, the “Parties” or “Original Members”).

References to VINCI, WALSH and BILFINGER, an Original Member or the Original Members shall be deemed to include Affiliates of the Parties who will become Members of the Company at the time of its formation or following a transfer of shares in the Company (the “Shares”) in accordance with the transfer provisions set out below. (For purposes of this agreement the term Affiliate shall mean a company controlled by, controlling or under common control of/by a Member. The term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether through the ownership of voting securities, by contract or otherwise.)

3. Members - Share Capital and Equity Funding of the Company The Shares shall be allocated as follows: VINCI (33 1/3 %), WALSH (33 1/3 %) and BILFINGER (33 1/3 %) (each, a “Shareholding Proportion”). All Shares shall have identical rights.

Equity and subordinated debt shall be injected by the Original Members in accordance with the Equity Contribution Agreement, which shall be in accordance with the Equity Contribution Agreement Term Sheet to which this term sheet is attached.

No Original Member shall be obliged to provide Equity to the Company other than as set out in the Equity Contribution Agreement, unless unanimously agreed to between all Original Members.

- 4. Purpose:** The Agreement shall set out the terms governing:
- (i) The relationship between the Members of the Company; and
 - (ii) The management of the affairs of Company.
- 5. Business Principles:**
- (i) The sole business of the Company shall be the development and operation of the ORB Project (the “Project”), as contemplated by the Members. The Company shall carry out the Company’s obligations under and the PPA Documents, the DB Contract and the financing documents pertaining to bonds/loans issued/obtained in connection with the Project (the “Finance Documents”) (collectively, the “Project Documents”);
 - (ii) [REDACTED]
 - (iii) The Parties undertake to ensure compliance by the Company with the Project Documents; and
 - (iv) Undertakings and liability, including as to any guarantees, of each Member shall be several and proportionate to and limited by its respective Shareholding Proportion, unless unanimously agreed otherwise by the Members.

Governance

6. Board of Managers & Chairmanship: Board of Managers

Upon formation, the Company shall have a Board of Managers (the “Board”) composed of a total of 3 Managers.

Each Original Member shall appoint 1 Manager.

[REDACTED]

[REDACTED]

For each Manager a Member may appoint up to two Alternates, who may be designated to replace the Manager concerned in any board proceedings or fulfilment of other Manager activities.

Chairmanship

Rotating chairmanship among, to the extent applicable, the VINCI appointed Manager, the Walsh appointed Manager and the Bilfinger appointed Manager.

[REDACTED]

The Chairman will not have a casting vote by virtue of such office (*i.e.* a vote other than in his or her capacity as a Manager).

Conflicts of interest

Managers shall have a fiduciary duty to act in the best interests of the Company. For the avoidance of doubt, Managers appointed by Members Affiliates of which are involved in the design, construction or maintenance or other activities for the account of the Company shall not as such be deemed to be conflicted from participating in the decision making and voting on matters related to such Affiliates' involvement, but shall nonetheless have a duty to make all such decisions with a view solely to the best interests of the Company.

7. Board Proceedings:

Board Meetings

Until the Company is dissolved in accordance with this term sheet, the Board shall meet at least once each calendar

quarter prior to the date which is two years following Substantial Completion of the Project and at least once annually thereafter, or at such more frequent intervals as may be required from time to time for the conduct of the Company's business.

Meetings of the Board may be called by any Manager by the delivery of notice to all other Managers. Board meetings can be held by telephone or video conference. Minutes and proceedings of every meeting of the Board will be made and recorded by the Board. Board decisions can be made by (unanimous) written consent.

Quorum

Managers (and/or Alternates) nominated by Members collectively [REDACTED] of the Shares and the voting rights attached thereto .

Majority Requirements:

Any decision of the Board shall require an affirmative vote of Managers (and/or Alternates) nominated by Members who collectively [REDACTED] of the Shares, except, in each case, for certain reserved matters (the "Board Reserved Matters") which must be agreed to by Managers (and/or Alternates) appointed by Members collectively [REDACTED] of the Shares.

8. Reserved Board Matters :

The following acts shall be Board Reserved Matters:

- (a) approval of the annual business plan, financial model, financial statements, business ethics policies and procurement policies and any amendments to these documents;
- (b) approval of the management structure of the Company, the appointment of the Requisite Positions, the appointment of other officers or key personnel of the Company and the determination of their duties, responsibilities and remuneration;
- (c) approval of a Project Document, the termination of a Project Document or any amendment to a Project Document;

- (d) approval of proposal to enter into a related party transaction, [REDACTED]
[REDACTED]
[REDACTED]
- (e) approval of the amounts of the development costs to be reimbursed to the Members, to the extent such amounts have not been approved previously by the Parties or are significantly different from amounts previously approved.
- (f) proposal for the creation, acquisition or disposal by the Company of any subsidiary or of any shares in any subsidiary;
- (g) the refinancing of the Project or extinguishing any debt, including, without limitation, the entering into such agreements and execution of such documents as are necessary in connection with such action, unless expressly contemplated in the financial model submitted as part of the Proposal in relation to the Project;
- (h) the lending by the Company of any money to any person or the grant of any credit to any person (except in the normal course of business);
- (i) the proposal for the redemption or purchase by the Company of any shares in its share capital or the consolidation, sub-division, conversion or other alteration of any rights attaching to any shares;
- (j) the acquisition, purchase or subscription by the Company of/for any shares, debentures, mortgages or securities (or any interest therein) in any company, trust or other type of entity;
- (k) the acquisition of capital assets or land not contemplated in the financial model;
- (l) the giving by the Company of any guarantee or indemnity or security in respect of the obligations of any other person;

- (m) any proposal for or commencement of any proceedings which would or may constitute an insolvency event;
- (n) the disposal (including the lease to a third party) or acquisition by the Company in any fiscal year of a significant asset not included on the business plan;
- (o) save under or in relation to the Finance Agreements or in the ordinary course of business, the incurring by the Company of any borrowing or other indebtedness or liability in the nature of borrowing;
- (p) any major decisions relating to the conduct (including the settlement) of material legal proceedings to which the Company is a party;
- (q) in relation to the Finance Agreements, the granting of any security of any nature whatsoever by the Company over any part of a subsidiary or company or subsidiary assets;
- (r) assigning, pledging, mortgaging or otherwise encumbering property of the Company or units held by any Member for an indebtedness;
- (s) implementing or making any change to any accounting period, material accounting policy or derivatives program of the Company or making or giving by the Company of any claim, disclaimer, surrender, election or consent of a material nature for tax purposes;
- (t) the merger or consolidation of the Company with any other entity and/or the taking of any steps to recapitalise, re-organise, wind-up or dissolve the Company, including the adoption of another form of corporate organization;
- (u) Changing the Company's legal name or purpose, or continuing the Company under the laws of any other jurisdiction;
- (v) investments or the purchase of any assets or

property by the Company having an aggregate value of greater than [REDACTED] (indexed) to the extent that any such matter is not contemplated by the financial model or the agreed annual budget;

- (w) the approval of any material contract that was not included in then current annual budget or business plan of the Company (for the avoidance of doubt, a material contract shall be any contract for a value in excess of [REDACTED]);
- (x) making capital expenditure amounts (or a series of associated amounts) greater than [REDACTED] (indexed) otherwise than in accordance with the financial model or the agreed annual budget;
- (y) engaging in any activity other than the Company's business;
- (z) any change to the tax status of the company;
- (aa) introducing any executive or employee stock option or profit sharing or bonus scheme; or
- (bb) resignation of a Member, as per Clause 18;
- (cc) [REDACTED]
[REDACTED]
[REDACTED]

9. Key Management Positions:

The Board will approve the management structure of the Company, appoint persons to the Key Management Positions of the Company and determine their duties, responsibilities and remuneration.

Attached hereto is the organisation chart of the Company as envisaged by the Parties.

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Board may appoint other personnel and determine their powers and responsibilities.

10. Authority of Managers and Officers:

General authority

The Board of Managers shall manage all the affairs of the Company, with the exception of those matters the authority over which was retained by the Members (“**Members Matters**”; see below). Any three Managers, each appointed by a different Original Member, shall have authority to jointly act on behalf of the Company, always in accordance with the authorisations granted by the Board of Managers.

Authority of persons holding Key Management Positions:

The authority of the persons holding Key Management Positions or other person or agents appointed by the Board, if such are appointed, shall be determined by the Board as Board Reserved Matters.

11. Member Matters

The Members shall decide the Members’ Reserved Matters referred to in Clause 13.

12. Member Decision Making

Quorum

Members collectively holding at least [REDACTED] of the shares present or represented.

Majority

(a) affirmative vote of Members holding at least [REDACTED] of the shares.

If the event the quorum or majority requirement pertaining to are not satisfied a second meeting of the Members shall be convened having the same agenda and within one week from the date of the prior Members’ meeting.

13. Members’ Reserved Matters

The Members’ Reserved Matters are the following:

- i. The payment of any dividends to Members or any interest on any subordinate debt other than in accordance with the Agreement and or any other

contract approved in accordance with the Agreement;

- ii. Appointment of Statutory Auditors;
- iii. Initiation, conduct or waiving of claims of the Company against its Managers or Officers;
- iv. Amendments to the Operating Agreement
- v. Dissolution of the Company
- vi. Merger of the Company
- vii. Sale of substantially all assets of the Company

14. Resolution of Deadlocked Matters:

If no decision can be taken by Managers or Members on certain matters in accordance with the procedures provided herein, these matters shall be considered a deadlocked matter (the “Deadlocked Matters”).

Deadlocked Matters shall be referred for resolution to a specified senior executive of each Party not previously involved in the daily management of the Company.

If a Deadlocked Matter cannot be settled by the specified senior executives within 30 calendar days of referral, the matter shall be settled as follows:

- (a) The matter is submitted to mediation in accordance with the dispute resolution procedure, if requested by any Party;
- (b) If the matter cannot be settled by mediation or if mediation is not requested by any party:
- (c) To the extent the matter pertains to a legal dispute, it may be submitted to arbitration in accordance with the dispute resolution agreement;
- (d) To the extent the matter is commercial in nature, it shall not proceed, without prejudice to the following paragraphs.

Following the occurrence of a Deadlocked Matter, all decisions which do not relate to the Deadlocked Matter will

continue to be made by the Board, the Member or the person holding the relevant Key Management Position, as the case may be, in accordance with the Agreement.

If no agreement is reached within [REDACTED] following the referral of the Deadlocked Matter to the CEOs of the Members, with respect to urgent matters, the CEO of the Company shall be entitled to undertake any conservatory measure (a “Conservatory Measure”) that he or she reasonably deems necessary or prudent, provided that, within a reasonable time prior of undertaking these Conservatory Measure, the CEO provides the Members and the Board with a written notice of intention to undertake Conservatory Measures, which notice shall lay out a reasonable justification for undertaking such measures.

If provision of prior notice is not possible or unduly cumbersome under the circumstances, as soon as reasonably possible, the CEO shall provide a notice that conservatory measures have been carried out, which notice shall state a reasonable justification for undertaking such measures.

Provided that the CEO has complied with the above requirements, the Board and the Members shall be bound by the Conservatory Measures undertaken by the CEO.

For purposes of this provision, Conservatory Measures shall mean all such measures that, due to the urgent nature of the circumstances in question, are necessary to secure and protect the vital rights or interests of the Company or to avoid substantial harm to such rights or interest.

In the event of a Deadlocked Matter at Members’ level, no Member, as applicable, shall be entitled to stop, hinder or delay work on the East End Crossing.

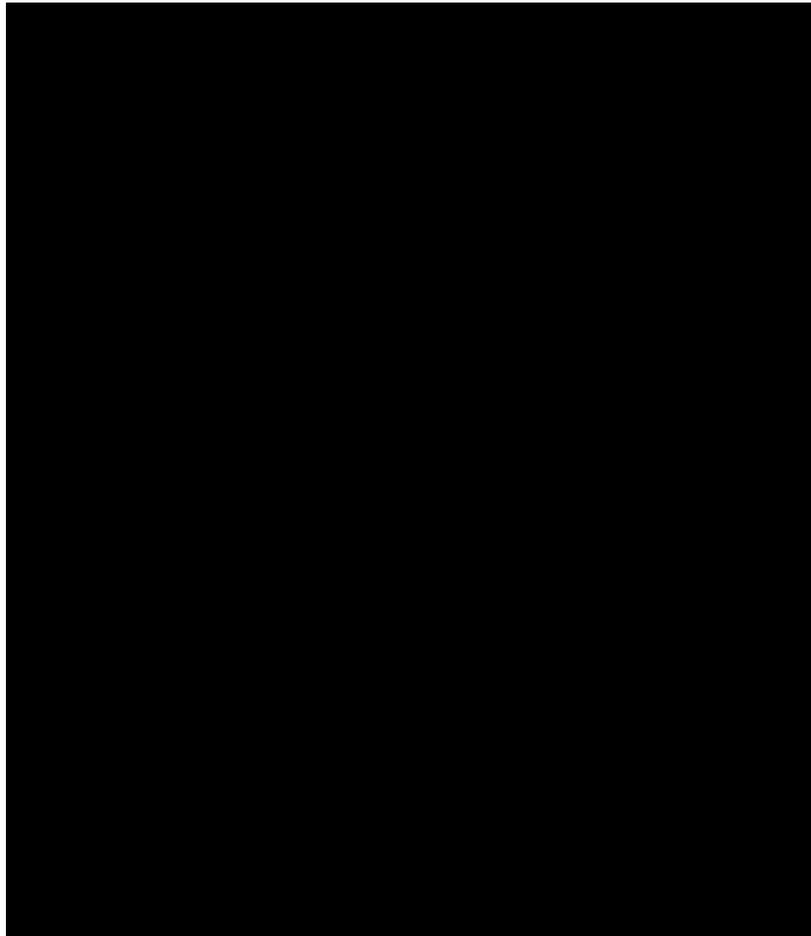
**Transfer
restrictions**

**15. Transfer of
Shares:**

Restrictions in PPA Documents and/or Finance Documents

Any transfer is subject to the restrictions contained in the PPA Documents and/or the Finance Documents.

[REDACTED]



If following intra-group transfers the transferee would at any time no longer be an affiliate of the transferor, the transferor shall have the obligation to repurchase the Shares sold to the transferee.

16. Pledge of Shares (Security Package):

The Members may only pledge the Shares for purposes of establishing a security package necessary for obtaining financing for the Project, if and to the extent such pledge is required by the Financing Documents.

17. Change of Control

Without prejudice to any requirements under the PPA Documents or the Finance Agreements, a Change of Control of a Member will be subject to notification to the other Members.

18. Resignation

No Member shall resign from the Company, except with the approval of the Board of Managers. No distribution shall be paid to a Member upon its resignation.

19. Default

For the purposes of the Operating Agreement, Default shall be defined as:

- (a) Material breach of the Equity Contribution Agreement which is not cured in accordance with the terms thereof;

- (b) Bankruptcy or insolvency;
- (c) Transfer of shares contrary to the provisions of the Operating Agreement and not cured within [REDACTED] after written notification; or
- (d) Material breach of any other provisions of the Operating Agreement and such breach is either incapable of being remedied or is not remedied within [REDACTED] after written notification.

Consequences of Default

- (a) The Non-Defaulting Members shall be entitled to exercise a call option upon the Event of Default by another Member, [REDACTED]
[REDACTED]
[REDACTED] The allocation of shares among the non-defaulting Members shall be pro rata or as they otherwise agreed. The principles and procedures pertaining to the call option as well as to the determination of the fair market value of the Shares are to be further detailed in the Operating Agreement.
- (b) Suspension of voting rights of Defaulting Member and Managers appointed by it.
- (c) Indemnity.

Miscellaneous

20. Representations and warranties

Standard representations and warranties to be provided by the Parties, to be included in the Operating Agreement.

21. Procurement Policy

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22. Dividends:

The Company shall distribute, from time to time, all amounts of Company net income to the Members, subject to the Board reserving appropriate amounts for the Company to fulfil its obligations, including as regards operation and maintenance of the Project.

[REDACTED]

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23. Books & Records and Financial Reporting:

Each Member shall, upon reasonable notice, be entitled to inspect the books and records of the Company.

The Company will prepare and distribute to Members management reports and unaudited financial statement on a quarterly basis.

Audited financial statements shall be prepared in accordance with US GAAP.

24. Confidentiality: As per the confidentiality provisions set out in the Teaming Agreement.

25. Termination: Upon termination of the PPA Documents, the Members shall take all necessary steps to dissolve the Company and liquidate its assets pursuant to applicable law.

The Agreement shall terminate upon liquidation or dissolution of the Company.

[Provisions on distributions in case of liquidation/dissolution to be included in the final Operating Agreement]

Members may not resign or withdraw without permission of the Board of Managers and shall not be entitled to any distribution or other amount in respect of their Shares upon any withdrawal or resignation unless otherwise determined by the Board of Managers. The Company shall continue notwithstanding any withdrawal, resignation, bankruptcy or insolvency of any Member.

26. Liability and Indemnification of Members, Managers and Officers

The Operating Agreement will include suitable provisions according to which:

- Members shall have no fiduciary duty towards each other;
- Members, Managers and officers of the Company shall have no liability to the Company for actions taken in good faith in the course of conducting the affairs of the company, except in the event of bad faith, fraud or illegal conduct;
- The Company shall indemnify and defend its Members, Managers and officers against all claims stemming from the affairs of the Company, except in the event of bad faith, fraud or illegal conduct.

- The Company will purchase an Officers and Managers liability insurance policy, if such insurance policy is obtainable at a commercially reasonable rate. The insurance policy will provide a level of coverage adequate to protect the interests of the Company, the Members, the Managers and the officers of the Company.

- 27. Execution Date:** The Operating Agreement shall be executed prior to the execution of the PPA Documents and the Finance Documents.
- 28. Limitation on Liability** To the maximum extent permitted by law, no Party shall be liable to the other Parties for any consequential, indirect, special or punitive damages, or for loss of business, profit or opportunity arising from a Party's acts or omissions in carrying out its obligation under the Agreement.
- 29. Governing Law:** Law of the State of Delaware.
- 30. Dispute Resolution:** 1° "Escalation mechanism": dispute submitted to designated senior executives of Members' or their parent companies for amicable settlement;
- 2° Mediation mechanism;
- 3° ICC Arbitration – in English – seat in Indianapolis, IN

Clarification Request: No. 2

2

Please provide a Form B-3 for each of IBT, Inc., Guthrie/Mayes and Third Rock Consultants and all other identified Contractors and Major Participants identified by Proposal in its Proposal for which such form has not been provided. (Reference ITP Exhibit B, Section 3.2.2).

As requested, WVB East End Partners has provided a revised Form B-3 that includes the following companies:

- International Bridge Technologies, Inc.
- Guthrie/Mayes
- Third Rock Consultants
- James H. Drew, Corp.
- Advitam, Inc.
- C. Lee Construction
- Messier & Associates, Inc.
- American Structurepoint, Inc.
- Earth Exploration, Inc.
- RWDI
- Stantec
- Buckland & Taylor
- MacDonald Architects
- Carmen & Associates
- Milestone Contractors
- Haydon Bridge Company
- Bizzack Construction

FORM B-3

INFORMATION ABOUT MAJOR PARTICIPANTS AND IDENTIFIED CONTRACTORS

[This form will be used to provide information about any Major Participants (excluding Equity Members that do not fall into categories (a) through (h) of the definition of Major Participants) and any other Contractors that have been identified as of the Proposal Due Date.]

Proposer Name WVB East End Partners

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Address of Head Office	Indiana Contractor License and Kentucky License (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)
Walsh Construction Company Dan Walsh 312-563-5428 (T) 312-563-5447 (F) dwalsh@walshgroup.com	929 West Adams Street Chicago, IL 60607	NA	Design-Build Contractor Joint Venture Member
Vinci Construction Grands Projects Thierry Portafaix 425-286-1623 (T) 33 1 47 16 41 80 (F) Thierry.portafaix@vinci-construction.com	5, cours Ferdinand de Lesseps, 92851 Rueil-Malmaison CEDEX, France	NA	Design-Build Contractor Joint Venture Member

<p>Jacobs Engineering Group, Inc.</p> <p>Peter Brettell</p> <p>303-820-5426 (T) 303-820-2402 (F)</p> <p>Peter.brettell@jacobs.com</p>	<p>1111 So. Arroyo Parkway Pasadena, CA 91105</p>	<p>NA</p>	<p>Lead Engineering Firm</p>
<p>Walsh Construction-VCGP JV</p> <p>Steve Kehle</p> <p>312-563-5966 312-563-5447 (F)</p> <p>sgkehle@walshgroup.com</p>	<p>929 West Adams Street Chicago, IL 60607</p>	<p>NA</p>	<p>Design-Build Contractor</p>
<p>International Bridge Technologies, Inc.</p> <p>Daniel Tassin</p> <p>9325 Sky Park Ct., Suite 320</p> <p>San Diego, CA 92123</p> <p>858-566-5008 858-566-1220 (F)</p> <p>dtassin@ibtengineers.com</p>	<p>9325 Sky Park Ct., Suite 320 San Diego, CA 92123</p>	<p>NA</p>	<p>Proposed Contractor</p>
<p>Guthrie/Mayes & Associates</p> <p>Dan Hartlage</p> <p>710 W. Main St., Suite 210</p> <p>Louisville, KY 40202</p> <p>502-584-0371 502-584-0208 (F)</p> <p>dan@guthriemayes.com</p>	<p>710 W. Main St., Suite 210 Louisville, KY 40202</p>	<p>NA</p>	<p>Public Information Coordinator</p>

<p>Third Rock Consultants</p> <p>Gina Morris</p> <p>2526 Regency Road, Suite 180</p> <p>Lexington, KY 40503</p> <p>859-977-2000 859-977-2001 (F)</p> <p>gmorris@thirdrockconsultants.com</p>	<p>2526 Regency Road, Suite 180 Lexington, KY 40503</p>	<p>NA</p>	<p>Environmental Compliance Manager</p>
<p>James H. Drew Corp.</p> <p>Gene Lindley</p> <p>8701 Zionsville Road</p> <p>Indianapolis, IN 46268</p> <p>317-876-3739 317-471-4010 (F)</p> <p>glindley@jameshdrew.com</p>	<p>8701 Zionsville Road Indianapolis, IN 46268</p>	<p>NA</p>	<p>Proposed Contractor</p>
<p>Advitam Inc.</p> <p>Stephen Schorn</p> <p>44880 Falcon Place, Suite 198</p> <p>Sterling, VA 20166</p> <p>703-674-0813 703-342-0426 (F)</p> <p>stephen.schorn@advitam-usa.com</p>	<p>44880 Falcon Place, Suite 198 Sterling, VA 20166</p>	<p>NA</p>	<p>Proposed Contractor</p>

<p>C. Lee Construction</p> <p>Frederick "Chip" Lee</p> <p>PO Box 618</p> <p>Griffith, IN 46319</p> <p>219-922-7733</p> <p>219-924-8609 (F)</p> <p>clee@cleecsi.com</p>	<p>1200 W. Main Street Griffith, IN 46319</p>	<p>NA</p>	<p>Proposed Contractor</p>
<p>Messier & Associates Inc.</p> <p>Fernando Messier</p> <p>1505 Fabricon Blvd</p> <p>Jeffersonville, IN 47130</p> <p>502-515-2451</p> <p>502-213-9040 (F)</p> <p>fermessier@messainc.com</p>	<p>1505 Fabricon Blvd</p> <p>Jeffersonville, IN 47130</p>	<p>NA</p>	<p>Proposed Contractor</p>
<p>American Structurepoint, Inc.</p> <p>Cash Canfield, VP</p> <p>7260 Shadeland Station</p> <p>Indianapolis, IN 46256</p> <p>317-547-5580</p> <p>317-543-0270 (F)</p> <p>ccanfield@structurepoint.com</p>	<p>7260 Shadeland Station Indianapolis, IN 46256</p>	<p>NA</p>	<p>Proposed Contractor</p>
<p>Earth Exploration, Inc.</p> <p>Scott J. Ludlow</p> <p>7770 W. New York St.</p> <p>Indianapolis, IN 46214</p> <p>317-273-1690</p> <p>317-273-2250 (F)</p> <p>dlee@earthengr.com</p>	<p>7770 W. New York St. Indianapolis, IN 46214</p>	<p>NA</p>	<p>Proposed Contractor</p>

<p>RWDI Derek Kelly 650 Woodlawn Road West Guelph, Ontario, Canada, N1K 1B8 519-823-1311 ext. 2305 519-823-1316 (F) derek.kelly@rwdi.com</p>	<p>650 Woodlawn Road West Guelph, Ontario, Canada, N1K 1B8</p>	<p>NA</p>	<p>Proposed Contractor</p>
<p>Stantec Consulting Services Inc. Mark Litkenhus 1409 N. Forbes Road Lexington, KY 40511 859-422-3000 859-422-3100 (F) mark.litkenhus@stantec.com</p>	<p>10160-112 Street Edmonton, Alberta T5K2L6</p>	<p>NA NA</p>	<p>Proposed Contractor</p>
<p>Buckland & Taylor Ltd. Jeannine Martin 101-788 Harbourside Drive North Vancouver, BC V7P 3R7 604-986-1222 604-986-1302 (F) jgma@b-t.com</p>	<p>101-788 Harbourside Drive North Vancouver, BC V7P 3R7</p>	<p>NA</p>	<p>Proposed Contractor</p>

<p>MacDonald Architects</p> <p>Donald MacDonald 1516 Folsom Street #C San Francisco, CA 94103 415-626-9100 415-417-9428 (F) dmd@dmdarch.com</p>	<p>1516 Folsom Street #C San Francisco, CA 94103</p>	<p>NA</p>	<p>Proposed Contractor</p>
<p>Carman & Associates</p> <p>John Carman 310 Old Vine St., Suite 200 Lexington, KY 40507 859-254-9803 859-255-8625 (F) icarman@carmansite.com</p>	<p>310 Old Vine St., Suite 200 Lexington, KY 40507</p>	<p>NA</p>	<p>Proposed Contractor</p>
<p>Milestone Contractors, LP</p> <p>Todd A. Fawyer 3410 S. 650 East Columbus, IN 47203 812-579-5284 812-579-4284 (F) todd.fawyer@milestonelp.com</p>	<p>5950 South Belmont Ave. Indianapolis, IN 46242</p>	<p>NA</p>	<p>Proposed Contractor</p>
<p>Haydon Bridge Company, Inc.</p> <p>Thomas Haydon PO Box 175 Springfield, KY 40069 859-336-7533 859-336-7096 (F) thomashaydon3@haydonbridgecompany.com</p>	<p>PO Box 175 703 Old Lebanon Road Springfield, KY 40069</p>	<p>NA</p>	<p>Proposed Contractor</p>

Bizzack Construction, LLC Lester Wimpy, VP 3009 Atkinson Ave., Suite 200 Lexington, KY 40509 859-299-8001 859-299-0480 (F) lwimpy@bizzackconstruction.com	3009 Atkinson Ave., Suite 200 Lexington, KY 40509	NA	Proposed Contractor

If any Major Participant or Contactor identified above is a single purpose entity formed for the East End Crossing, complete the following matrix for each such single purpose entity:

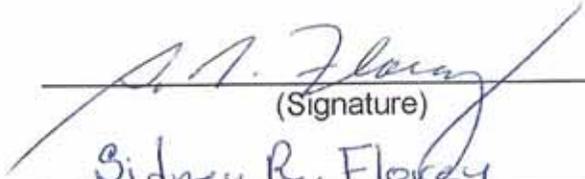
Name of major Participant/Contractor	Form of Entity (partnership, joint venture, LLC, corporation, etc.)	Entities with Ownership Interest	Percentage of Ownership Interest
Walsh-VCGP JV	Joint venture	Walsh Construction	60%
		VCGP	40%

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants resulting in an agreement to enter into any Contracts with respect to the East End Crossing, except for those listed above. Proposer agrees that it will follow applicable PPA Documents requirements with respect to Contractors. Proposer further declares that it has carefully examined the RFP Documents and acknowledges that IFA has determined that a Proposer's efforts to obtain participation by Contractors could reasonably be expected to produce 9% DBE participation of the Total Project Capital Cost for the professional services and construction portions of the Work.

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed 11-2, 2012.



(Signature)
Sidney R. Florky

(Name Printed)

Authorized Representative _____
(Title)

WVB East End Partners _____
(Proposer)

Clarification Request: No. 3

3

Please provide a Form Q for each of IBT, Inc., Guthrie/Mayes and Third Rock Consultants and all other identified Contractors and Major Participants identified by Proposer in its Proposal for which such form has not been provided. (Reference ITP Exhibit B, Section 3.2.12).

As requested, WVB East End Partners has provided Form Q for the following companies:

- International Bridge Technologies, Inc.
- Guthrie/Mayes
- Third Rock Consultants
- James H. Drew Corp.
- Advitam, Inc.
- C. Lee Construction
- Messier & Associates, Inc.
- American Structurepoint, Inc.
- Earth Exploration, Inc.
- RWDI
- Stantec
- Buckland & Taylor
- MacDonald Architects
- Carmen & Associates
- Milestone Contractors
- Haydon Bridge Company
- Bizzack Construction

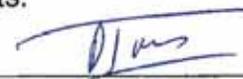
FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of International Bridge Technologies, Inc., that:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: 

Title: PRESIDENT

Date: 01 NOVEMBER 2012

If not Proposer, relationship to Proposer: Proposed Contractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of Guthrie/Mayes & Associates, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: *Don Hartlage*

Title: *PRINCIPAL*

Date: *11/1/12*

If not Proposer, relationship to Proposer: *Public Information Coordinator*

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of Third Rock Consultants LLC, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: Walf D

Title: President

Date: 11-2-12

If not Proposer, relationship to Proposer: Subcontractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

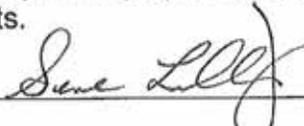
The undersigned certifies on behalf of James H Drew Corporation, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: 

Title: Gene Lindley, C.O.O.

Date: November 1, 2012

If not Proposer, relationship to Proposer: Proposed Contractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of Advitam, Inc, that:

(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: _____



Title: COO, Advitam, Inc

Date: 11/1/2012

If not Proposer, relationship to Proposer: Subcontractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of C. Lee Construction Services, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: 

Title: President

Date: 11-2-12

If not Proposer, relationship to Proposer: Proposed Contractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

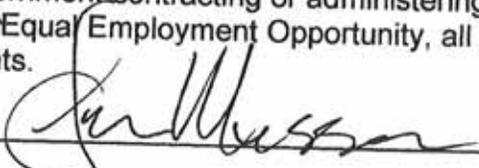
The undersigned certifies on behalf of Messier & Associates Inc., that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: 

Title: C.E.O.

Date: 11/1/12

If not Proposer, relationship to Proposer: Proposed Contractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of Earth Exploration, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: Debra J. Lee

Title: EEO Officer

Date: 11-2-2012

If not Proposer, relationship to Proposer: HR / Office Manager
Proposed Contractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of Rowan Williams Davies & Irwin Inc., that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: *[Handwritten Signature]* RWDI

Title: *Principal / General Manager*

Date: *November 2, 2012*

If not Proposer, relationship to Proposer: *Subcontractor to Walsh/Vinci Jacobs*

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of Stantec Consulting Services Inc., that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: 

Title: Principal

Date: November 2, 2012

If not Proposer, relationship to Proposer: Geotechnical Consultant

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of Buckland & Taylor Ltd., that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature:  _____

Name: Steve Hunt, M.Eng., P.Eng.

Title: CEO/President

Date: 2012 November 2

If not Proposer, relationship to Proposer: Proposed Contractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of MacDonald Architects, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: *Ronald MacDonald* _____

Title: Principal _____

Date: November 1, 2012 _____

If not Proposer, relationship to Proposer: Proposed Contractor _____

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of CARMAN, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: 

Title: President

Date: November 02, 2012

If not Proposer, relationship to Proposer: subconsultant

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of Milestone Contractors, L.P., that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: 
Todd A. Fawver

Title: Director of Estimating-Columbus

Date: November 2, 2012

If not Proposer, relationship to Proposer: Proposed Contractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

The undersigned certifies on behalf of Haydon Bridge Company, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: 

Title: President

Date: 11/2/12

If not Proposer, relationship to Proposer: Subcontractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]

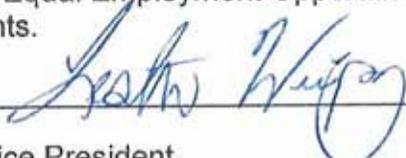
The undersigned certifies on behalf of Bizzack Construction, LLC, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has 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.

Signature: 

Title: Vice President

Date: November 2, 2012

If not Proposer, relationship to Proposer: Subcontractor

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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract 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 contracts and subcontracts 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.

Clarification Request: No. 4

4

Please provide a Form R for each of IBT, Inc., Guthrie/Mayes and Third Rock Consultants and all other identified Contractors and Major Participants identified by Proposer in its Proposal for which such form has not been provided. (Reference ITP Exhibit B, Section 3.2.13).

As requested, WVB East End Partners has provided Form R for the following companies:

- International Bridge Technologies, Inc.
- Guthrie/Mayes
- Third Rock Consultants
- James H. Drew Corp.
- Advitam, Inc.
- C. Lee Construction
- Messier & Associates, Inc.
- American Structurepoint, Inc.
- Earth Exploration, Inc.
- RWDI
- Stantec
- Buckland & Taylor
- MacDonald Architects
- Carmen & Associates
- Milestone Contractors
- Haydon Bridge Company
- Bizzack Construction

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor X_certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 01 NOVEMBER 2012

Firm/Entity: International Bridge Technologies _____

Signature:  _____

Title: President _____

Proposer: WVB East End Partners _____

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
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4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 11/1/12

Firm/Entity: GUTHRIE/MAYES & ASSOCIATES

Signature: Don Hartlage

Title: PRINCIPAL

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 11-2-12

Firm/Entity: Third Rock Consultants LLC

Signature: Melf Davis

Title: President

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
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4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: November 1, 2012

Firm/Entity: James H Drew Corporation

Signature: Gene Lindley

Title: Gene Lindley, C.O.O.

Proposer: WVIB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned proposed Contractor ___certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
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3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

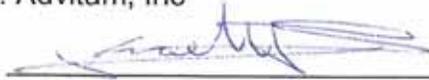
[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 11/1/2012

Firm/Entity: Advitam, Inc

Signature: _____



Title: COO

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 11-2-12

Firm/Entity: C. Lee Construction Services, Inc.

Signature: 

Title: President

Proposed Contractor: C. Lee Construction Services, Inc.

Proposer: WVBS East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor X certifies on behalf of itself the following:

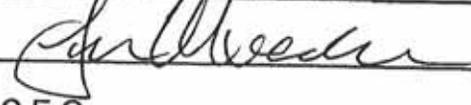
1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 11/1/12

Firm/Entity: Messier & Associates Inc.

Signature: 

Title: C.E.O.

Proposer: WVIR East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor x certifies on behalf of itself the following:

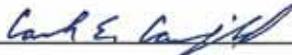
1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
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[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: November 2, 2012

Firm/Entity: American Structurepoint, Inc.

Signature: 

Title: Vice President

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ___ Equity Member ___ Major Participant ___ proposed Contractor certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 11-2-2012

Firm/Entity: Earth Exploration, Inc.

Signature: [Handwritten Signature]

Title: Vice President

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: November 2, 2012

Firm/Entity: RWDI

Signature: [Handwritten Signature]

Title: Principal - General Manager

Proposer: Walsh / Vinci and Jacobs
WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: November 2, 2012

Firm/Entity: Stantec Consulting Services Inc.

Signature: 

Title: Principal

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 2012 November 2

Firm/Entity: Buckland & Taylor Ltd.

Signature: 

Title: CEO/President

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor certifies on behalf of itself the following:

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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: November 1, 2012

Firm/Entity: MacDonald Architects

Signature: 

Title: Principal

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: November 02, 2012

Firm/Entity: CARMAN

Signature: 

Title: President

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Contractor x certifies on behalf of itself the following:

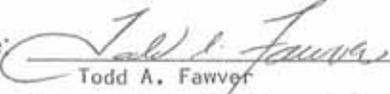
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Date: November 2, 2012

Firm/Entity: Milestone Contractors, L.P.

Signature: 
Todd A. Fawver

Title: Director of Estimating - Columbus

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

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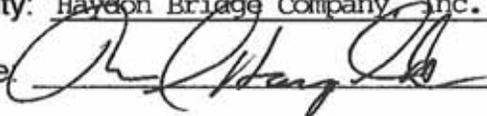
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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 11/2/12

Firm/Entity: Haydon Bridge Company, Inc.

Signature: 

Title: President

Proposer: Haydon Bridge Company, Inc.

WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

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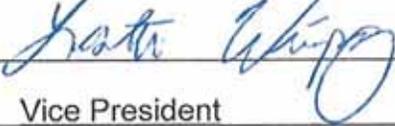
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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: November 2, 2012

Firm/Entity: Bizzaak Construction, LLC

Signature: 

Title: Vice President

Proposer: WVB East End Partners

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]

Clarification Request: No. 5

5

Page 6 of Draft Preliminary Project Management Plan, organizational chart, lists the Quality & HSE Manager as owner of processes C2 (Quality Management), C4 (Sustainability & Environment), and S7 (Document Control); and lists the Environmental Compliance Manager as owner of C3 (Health & Safety Management). Page 7 lists all of the above processes as owned by the Quality & HSE Manager. Please clarify the responsibilities assigned to the Quality & HSE Manager and the Environmental Compliance Manager. (Reference ITP Exhibit B, Section 4.1.1).

WVB East End Partners (WVB) is making the following clarification regarding discrepancies in the proposal between the C3 and C4 processes. The information as presented in WVB’s Technical Proposal Volume 2 IMS Structure (Page 4) and Organizational Chart (Page 7) is correct. WVB’s IMS Process C3 is Sustainability and Environment and is owned by Gina Morris, Environmental Compliance Manager. Health & Safety Management is WVB’s IMS Process C4 and is owned by Martine Julia-Sanchez, Quality & HSE Manager. In parts of our submission, however, the processes for C3 and C4 were inadvertently interchanged. We have corrected this error and are submitting for IFA’s review the revised pages from the Draft Project Management Plan, Sustainability Plan, and the Technical Proposal. A list of all changes per section is also provided.

To further clarify the responsibilities assigned to the Quality & HSE Manager and the Environmental Compliance Manager (as now stated on Pages 7 and 8 of WVB’s Draft Project Management Plan):

ENVIRONMENTAL COMPLIANCE MANAGER – GINA MORRIS	
Processes Owned: C3 Sustainability and Environment	
Purpose & Scope of Role	<ul style="list-style-type: none"> • Lead on sustainability and environmental monitoring and reporting on compliance and performance • Owner of the Sustainability and Environment Process (C3)
Main Responsibilities	<ul style="list-style-type: none"> • Develop, deploy, review and maintain the Environmental Protection and Sustainability activities for WVB • Ensure environmental impact mitigation measures are successfully incorporated during design and construction • Provide advice and guidance on all environment and sustainability issues
Skills & Experience	<ul style="list-style-type: none"> • Extensive experience in implementing environmental control systems and procedures and the development of policy and plans • Approachability – is visible and approachable to all • Results focused – ability to identify and achieve outcomes satisfactory to all stakeholders, and empower others to deliver such outcomes

5

QUALITY & HSE MANAGER – MARTINE JULIA-SANCHEZ

Processes Owned: C2 Quality Management
 C4 Health & Safety Management Process
 S7 Document and Data Control, IT Process

<p>Purpose & Scope of Role</p>	<ul style="list-style-type: none"> • Lead on quality assurance, health and safety, monitoring and reporting on compliance and performance • Lead the development of the Integrated Management System, coordinating quality/ process improvement activities and monitoring and reporting on compliance and performance • Owner of the Quality Management Process (C2) • Owner of the Health and Safety Management Process (C4) • Ultimately responsible for the Document and Data Control, IT Process (S7)
<p>Main Responsibilities</p>	<ul style="list-style-type: none"> • Develop, deploy, review and maintain the Quality Assurance, Health & Safety activities for WVB • Work to deliver a level of safety and quality that meets and exceeds expectations of the Client, stakeholders and regulatory authorities • Drive continuous improvement • Develop, review and maintain the management system for effectiveness and performance • Develop adequate training program related to IMS implementation • Report on the performance of WVB's IMS • Liaise with the IFA and any appointed Third Party inspectors on all matters related to quality management • Lead and drive the integrated audit program • Capture Client and stakeholder feedback with respect to QA matters • Assess, monitor and report on compliance against relevant legislation and WVB policies and objectives • Manage the Quality Control team • Oversee support function, (S7) for data control including the EDMS (Electronic Document Management System) and ensure records are being retained accordingly • Manage and Coordinate the QA Reporting process
<p>Skills & Experience</p>	<ul style="list-style-type: none"> • Ability to think laterally in finding solutions, exploiting new ideas • Excellent interpersonal skills – able to build and maintain strong relationships, communicate and influence at all levels, including with third parties • Leadership – tact and determination to be able to take forward the function and agenda, develop awareness and visibility across the business, securing commitment to actions and changes in behavior/working practices • Extensive experience in implementing quality systems and procedures and the development of policy and plans

5

LIST OF CHANGES

Technical Proposal:

- Page 32R – Adjusted caption and text to state Control Process C3 is owned by the Environmental Compliance Manager

Draft Project Management Plan:

- Page 1R – Adjusted C3 & C4 Processes descriptions
- Page 4R – Adjusted C3 & C4 in WVB Strategic Processes graphic
- Page 7R – Updated Quality & HSE Manager’s Roles and Responsibilities
- Page 8R – Included Environmental Compliance Manager’s Roles and Responsibilities which include C3 Process
- Page 11R – Adjusted WVB Contact Point for Environmental Issues to Environmental Control Manager
- Page 15R – Process owners and process descriptions were corrected
- Page 25R – Changed C3 to C4 (Health and Safety Management)
- Page 28R – Changed C4 to C3 (Sustainability and Environment) and corrected Owner and Enablers
- Page 30R – Adjusted C3 & C4 in IMS graphic
- Page 31R – Adjusted C3 & C4 in IMS graphic
- Page 34R – Adjusted C3 & C4 in IMS graphic
- Page 37R – Adjusted C3 & C4 in IMS graphic
- Page 40R – Adjusted C3 & C4 in IMS graphic
- Page 42R – Adjusted C3 & C4 in IMS graphic
- Page 43R – Adjusted C3 & C4 in IMS graphic
- Page 44R – Adjusted C3 & C4 in IMS graphic

Sustainability Management Plan:

- Page 4R – Adjusted C3 & C4 processes in IMS graphics, captions and text description
- Page 7R – Adjusted responsibilities for Environmental Compliance Manger

- Induction training to communicate key environmental concerns and controls.
- Brown bag talks to address specific issues in construction.
- Environmental progress and performance indicators communicated via progress review meetings and on-site posters.

WVB implements a reporting protocol describing the format for individual activities oversight reports and monthly environmental progress summaries. This information is used for progress reports required by the IFA and the end-of-Project documentation communicating steps taken to respond to changes during construction.

QUALITY CONTROL AND ASSURANCE: WVB conducts weekly and unannounced site inspections to confirm the correct implementation of all environmental controls. Gina Morris, our Environmental Compliance Manager, owner of Control Process C3 (Figure 4.1-13), and the Project quality controls and assurance team lead bi-annual audits of the IMS including the Environmental Management System. All monitoring, testing, inspection, and audit results are recorded in templates appended to the ECMP to provide consistency in reporting. Results are analyzed by Gina and her team

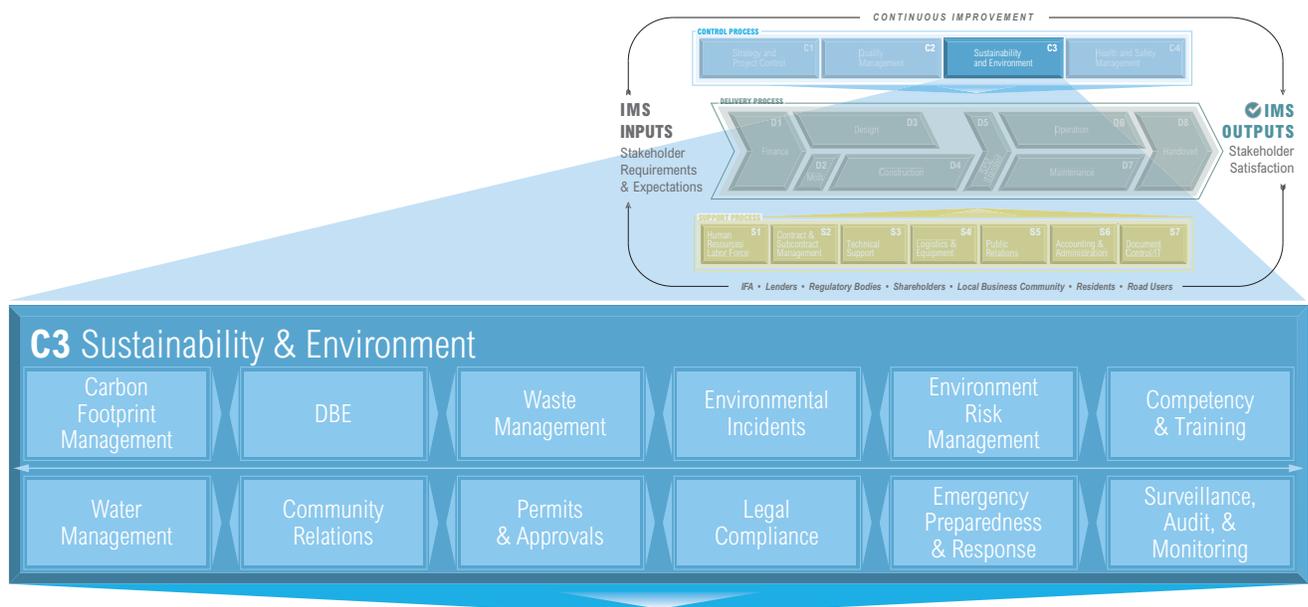
to enable trend analysis and the identification of any areas of non-compliance.

TAKING CORRECTIVE ACTION: Where monitoring, inspection or audit activity reveals potential or actual non-compliance. Gina evaluates the extent of damage, assesses the root causes and engages those members of her team with the appropriate expertise to determine additional plans, actions or approvals required before work can proceed. A corrective action plan is prepared and submitted for IFA approval and implementation. This plan is then monitored for effectiveness and tracked to completion. An agreed upon matrix of potential issues and their solutions with IFA and any relevant third party is implemented to minimize schedule impacts.

4.1.6.c.iii Integrating Permits, Issues, & Commitments into O&M

The IMS and WVB’s sustainability policy apply through all stages of Project delivery, including the Operating Period. Project Manager, David Sikorski, owns the sustainability policy during design and construction; it then becomes the responsibility of Vincent Meyer, O&M Manager, once the new facilities become operational. Our O&M Team is involved throughout the design development process to maximize their awareness of, and input into, all decisions made at this time, including environmental matters.

FIGURE 4.1-13 CONTROL PROCESS C3 IS OWNED BY THE ENVIRONMENTAL COMPLIANCE MANAGER



DRAFT PRELIMINARY PROJECT MANAGEMENT PLAN

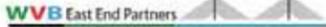
	PROJECT MANAGEMENT PLAN	Doc n°: PMP
		Rev. T01
		Date October 2012
		Page 1 of 105

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– selecting best in class – adapted specifically for the Project and combined into a fully functional set of documentation.

WVB will be accountable for delivery of the Project and is committed to the IMS. WVB will ensure that staff, designers and subcontractors adhere to it through stringent management procedures.

2.1 WVB Strategic Processes

WVB has identified the strategic processes shown in Figure 2, necessary for its operations during and beyond the bid phase, as well as their interactions. All WVB employees, subcontractors and suppliers must comply with these processes. These are:

- **Control Processes**, which control the definition of policy and the achievement of objectives. They provide guidance for delivery and support processes, ensuring their consistency. They relate to the business strategy, continuous improvement, sustainability, health and safety and Quality Assurance.
- **Delivery Processes**, which are core WVB processes and contribute directly to the achievement of Client satisfaction and the fulfillment of all stakeholders' objectives.
- **Support Processes**, which ensure proper implementation of the delivery processes and provision of the required resources.

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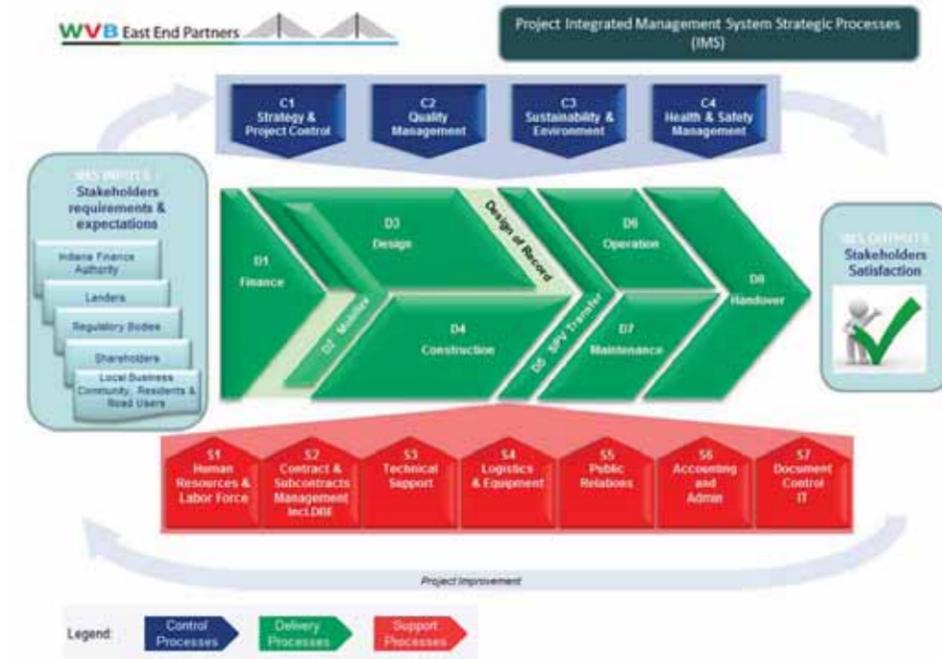
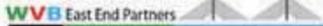


Figure 2 - WVB Strategic Processes

Each process identified above has an owner appointed by the WVB CJV Executive Committee. They are senior managers with direct responsibility for delivery and performance of the process through every level of the organization, and with the necessary authority, competence and resources to:

- Disseminate procedures, objectives and targets across and through the WVB team, our internal group of companies and our supply chain partners as appropriate
- Collect and review all information relating to the process and its operation, to ensure performance complies with pre-agreed targets set through benchmarking, both internally and externally
- Decide on any action necessary to improve unsatisfactory performance
- Implement improvements and measure success against agreed targets (Performance Indicators)
- Reassess performance targets regularly to drive continuous improvement and relentless predictability

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Responsibilities, job descriptions and SQEP records will be issued for each position – with a signed letter of appointment when required. Roles and responsibilities for key positions are outlined below.

Roles and Responsibilities for WVB Key Personnel

Project Manager



Purpose and Scope of Role

- To deliver the Project's objectives, satisfying the requirements of the Client, all Stakeholders and the Shareholders while, at all times, taking responsibility for the health and safety of all involved, including road users. To define, deploy, review and maintain the business vision, values and strategy. The Project Manager is the owner of the Strategy and Project Controls Process C1.

Main Responsibilities

- Lead and direct the WVB team to ensure effective and efficient service delivery to the IFA's aims and objectives
- Maintain regulator relationships throughout the works
- Lead the business relationship with IFA
- Accountable to WVB Executive Committee and IFA for the delivery of the project
- Define construction strategy, quality, safety and environment policy and objectives in line with WVB strategy
- Champion a safe approach to construction; ensure health and safety is the highest priority across all operations and make certain the provision of a safe environment for WVB personnel
- Develop business strategies, establishing WVB as a sustainable long-term business
- Lead the effective integration of construction and operations
- Lead the efficient management of all resource – people, financial, commercial and technical
- Develop and drive continuous improvement through performance management
- Achieve targeted performance objectives

Skills and Experience

- A senior level professional experienced in the management and delivery of significant, complex and high value Project(s) / Programme(s)
- Strong knowledge of health and safety legislation and application

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- A strong commercial leader, experienced in overseeing an operational business, delivering
- Highly developed interpersonal skills, with the ability to build relationships and liaise effectively at the highest levels with client, joint-venture parties, sub-contractors, suppliers etc
- Excellent communicator and leader of a multi-location, diverse team
- Vision and Inspiration - able to shape and communicate a vision of the future; expresses enthusiasm and inspires self-belief in others
- Sound Judgement – ability to deal with complex problems requiring assessment of ambiguous information
- Results focused – ability to identify and achieve outcomes satisfactory to all stakeholders, and empower others to deliver such outcomes
- Business governance – competence in business and accounting principles

Quality & HSE Manager



Purpose and Scope of Role

- Lead on quality assurance, health and safety, monitoring and reporting on compliance and performance
- Lead the development of the Integrated Management System, coordinating quality / process improvement activities and monitoring and reporting on compliance and performance.
- Owner of the Quality Management Process (C2).
- Owner of the Health and Safety Management Process (C4).
- Ultimately responsible for the Document and Data Control, IT Process (S7)

Main Responsibilities

- Develop, deploy, review and maintain the Quality Assurance, Health & Safety activities for WVB
- Work to deliver a level of safety and quality that meets and exceeds expectations of the Client, stakeholders and regulatory authorities
- Drive continuous improvement
- Develop, review and maintain the management system for effectiveness and performance
- Develop adequate training program related to IMS implementation
- Report on the performance of WVB's IMS
- Liaise with the IFA and any appointed Third Party inspectors on all matters related to quality management
- Lead and drive the integrated audit program
- Capture Client and stakeholder feedback with respect to QA matters
- Assess, monitor and report on compliance against relevant legislation and WVB

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- policies and objectives
- Manage the Quality Control team
 - Oversee support function, (S7) for data control including the EDMS (Electronic Document Management System) and ensure records are being retained accordingly
 - Manage and Coordinate the QA Reporting process

Skills and Experience

- Ability to think laterally in finding solutions, exploiting new ideas
- Excellent interpersonal skills – able to build and maintain strong relationships, communicate and influence at all levels, including with third parties
- Leadership – tact and determination to be able to take forward the function and agenda, develop awareness and visibility across the business, securing commitment to actions and changes in behavior / working practices
- Extensive experience in implementing quality systems and procedures and the development of policy and plans

Environmental Compliance Manager

C3

Purpose and Scope of Role

- Lead on sustainability and environmental monitoring and reporting on compliance and performance
- Owner of the Sustainability and Environment Process (C3).

Main Responsibilities

- Develop, deploy, review and maintain the Environmental Protection and Sustainability activities for WVB
- Ensure environmental impact mitigation measures are successfully incorporated during design and construction
- Provide advice and guidance on all environment and sustainability issues

Skills and Experience

- Extensive experience in implementing environmental control systems and procedures and the development of policy and plans
- Approachability – is visible and approachable to all
- Results focused – ability to identify and achieve outcomes satisfactory to all stakeholders, and empower others to deliver such outcomes

Deputy Project Manager Technical

D

D4

Purpose and Scope of Role

- To oversee the Delivery of the Design - Build Contract, ensuring compliance with

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- the Technical Provisions
- Owner of the Design Process (D3)
 - Owner of the Construction Process (D4)

Main Responsibilities

- TBD

Skills and Experience

- Results and process focus.
- Experience of running multi-function teams.
- Strong technical background.
- Results focused – identifies and agrees outcomes and empowers others to deliver them.
- Sound judgment – deals with complex problems and is prepared to make tough and timely decisions.
- Approachability – is visible and approachable to all
- Experienced leader of diverse teams
- Contractually aware and commercially astute

Finance Director

D

Purpose and Scope of Role

- To lead the attainment of Financial Close, and hereafter to oversee the finance management of the Project
- Owner of the Finance Process (D1).

Main Responsibilities

- Coordinate and manage financial accounting and reporting across WVB
- Implement robust systems and processes as appropriate
- Coordinate and manage Statutory accounts preparation and Audit clearance
- Cash / Treasury management
- Management of the financial model, to include updating with actuals and any changes in forecast assumptions
- Maintenance and development of a strong relationship with client, shareholders, funders and advisors

Skills and Experience

- Strong commercial background, from within construction, PFI or a similar technically demanding environment

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3 WVB External Interfaces

Liaison procedures will be established during the mobilization period to deal with all external interfaces – including with IFA, INDOT and KYTC and other interested parties such as the transport agencies, emergency services, utilities, supply chain members, designers and other contractors working on the wider ORB Project.

The tables below will be populated with more detail at the start of the contract.

3.1 Interfaces with IFA

Activity / Entity	Subject	WVB contact point	IFA Representative contact point
General	Project Accountability	Project Director	To be completed at start of contract
	Contractual Change	Senior Commercial Manager	
Design	Design and constructability	Design and Engineering Manager	
	Physical interfaces		
Construction	Client Liaison	Project Manager	
	Progress Inspection, Testing and Handover.	Construction Managers Quality Manager	
	Environmental Issues	Environmental Compliance Manager	
Operations and Maintenance	Operations Routine Maintenance Rehabilitation Works	Operations and Maintenance Manager	

Figure 6 – Communication with IFA and Third Parties

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3.2 Interfaces with Third Parties

Key Liaison Party	Activity Covered	WVB contact point	Procedure in place
Design and Construction			
Emergency Services	Site Emergency	Construction Manager	Emergency Response Plan
Utilities	Requirement to move or protect utilities	Utilities Manager	Utility Master Plan Utility Matrix
Site Security	Security matters	Construction Managers Logistics Manager (Physical security) HR Manager (Personnel security)	Site Security Plan
Department Traffic Management Center in Indiana and the TRIMARC Traffic Operations Center (collectively known as the TMCs)	Reporting of any Incidents, Accidents or Other Events During Construction	Project Manager Quality and HSE Manager	Internal reporting procedure
Operation and Maintenance			
Emergency Services	Accident, Incident or Other Emergency	O&M Manager	Emergency Response Plan
Security	Patrols of Roadway	Road Agents Patrollers	O&M Security Plan Safety Plan
Department Traffic Management Center in Indiana and the TRIMARC Traffic Operations Center (collectively known as the TMCs)	Reporting of any Incidents, Accidents or Other Events During Operations	Project Manager O&M Manager	Internal reporting procedure

Figure 7 – Liaison with Third Parties

The self-certification process includes a robust internal audit regimen. This falls under the responsibility of the Quality Manager who will appoint qualified auditors from his team or from the parent companies to constitute the WVB audit pool. These auditors will audit the effective implementation of the IMS and processes at two levels:

- WVB assurance engineers under the direct responsibility of the Quality Manager auditing WVB processes, designer and subcontractor activities on / off site
- Parent company senior auditors, independent from WVB management, who will audit the whole Project system. Typical audit period is 6 to 8 months

The audit schedule will be prepared annually by the Quality Manager, reviewed and approved by the Project Manager and transmitted to IFA.

All audit reports will be available to IFA, which may also conduct audits.

4.2 Sustainability and Health and Safety Management

All WVB personnel and subcontractor / supplier employees will be committed to the delivery of our Sustainability and Safety Strategies and Policies as set out in our Environmental Compliance and Mitigation Plan (and associated management plans) and Safety Plan. The responsibilities of each member of staff will be detailed in their specific job descriptions to ensure their responsibilities are understood and accepted.

The Quality and HSE Manager owns the Health and Safety Management (C4) and the Environmental Compliance Manager owns the Sustainability and Environment (C3) control process. They will:

- Review related process documentation compliance with **ISO 14001** and OSHA standards
- Advise on environmental, health and safety regulations
- Inspect and audit the activity for compliance with the above
- Liaise with stakeholders for all matters regarding sustainability and safety

Responsibilities related to Health and Safety, as well as sustainability are summarized in the organizational charts next pages.

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Documentation	Management Review procedure Management Reviews input data Action plans
----------------------	--

7.2.11 Improvement Plans

Objectives	To deliver continuous improvement of performance and productivity to achieve relentless predictability
-------------------	--

Key Features	<ul style="list-style-type: none"> • Corrective and preventive actions issued as a result of systems or service discrepancies or non-conformance • Action plans with defined outputs, ownership and targets • Adequate resource allocation • Training and implementation plan • Review of effectiveness
---------------------	--

Documentation	Corrective action procedure Preventive action procedure Corrective actions register Action Plan Systems defect reports
----------------------	--

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6.3 C4: Health and Safety Management



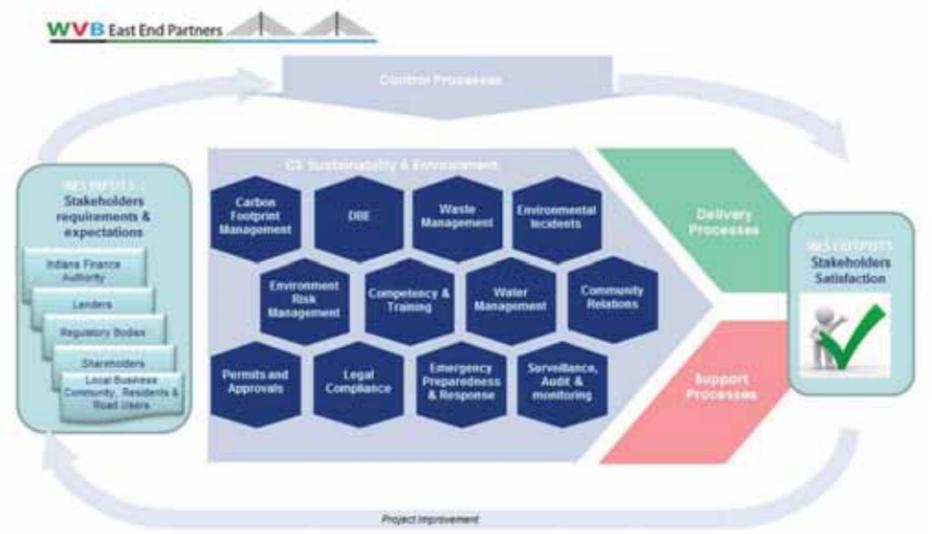
Owner	Quality & HSE Manager
Enablers	Safety Management Team
Related documents	strategic Health and Safety strategy Health & Safety Policy
Performance Measures	H&S KPIs Action plans monitoring

7.3.1 Health, D&A and Welfare

Objectives	
Key Features	•
Documentation	

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6.4 C3: Sustainability and Environment



Owner	Environmental Compliance Manager
Enablers	Environmental Compliance Team
Related strategic documents	Sustainability Strategy Sustainability Policy Sustainability Management Plan
Performance Measures	Sustainability KPIs to be developed Process performance measures to be defined

7.3.1 Carbon Footprint Management

Objectives	To maximize resources efficiency and recycling to achieve 'reduce, re-use, recycle'. To consider carbon footprint during the bid / planning process.
-------------------	---

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Key Features	<ul style="list-style-type: none"> Dedicated planning working group Awareness and Training program Internal communication, promotion of best practices and behavior change Set up objectives on material recycling, water consumption, energy consumption
Documentation	Sustainability strategy Green House Gas (GHG) emissions tracking spreadsheet

7.4.2 DBE

Objectives	
Key Features	•
Documentation	

7.4.3 Waste Management

Objectives	
Key Features	•
Documentation	

7.4.4 Environmental Incidents

Objectives	To record environmental incidents and prompt information/action.
Key Features	<ul style="list-style-type: none"> Information issued to staff Incident investigation carried out by trained personnel. Support from WVB company sustainability and environment experts Root cause analysis Accidents and incidents reported to WVB companies Analysis of trends and causes

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Documentation List of applicable laws, regulations and standards available online
Alerts and best practices available online.

7.4.11 Emergency Preparedness and Response

Objectives	To be adequately prepared in case of environmental emergencies.
Key Features	<ul style="list-style-type: none"> Risk analysis to identify emergency situations in sustainability and environment Ensure construction planning incorporates the requirements of emergency preparedness and emergency response
Documentation	Emergency plan

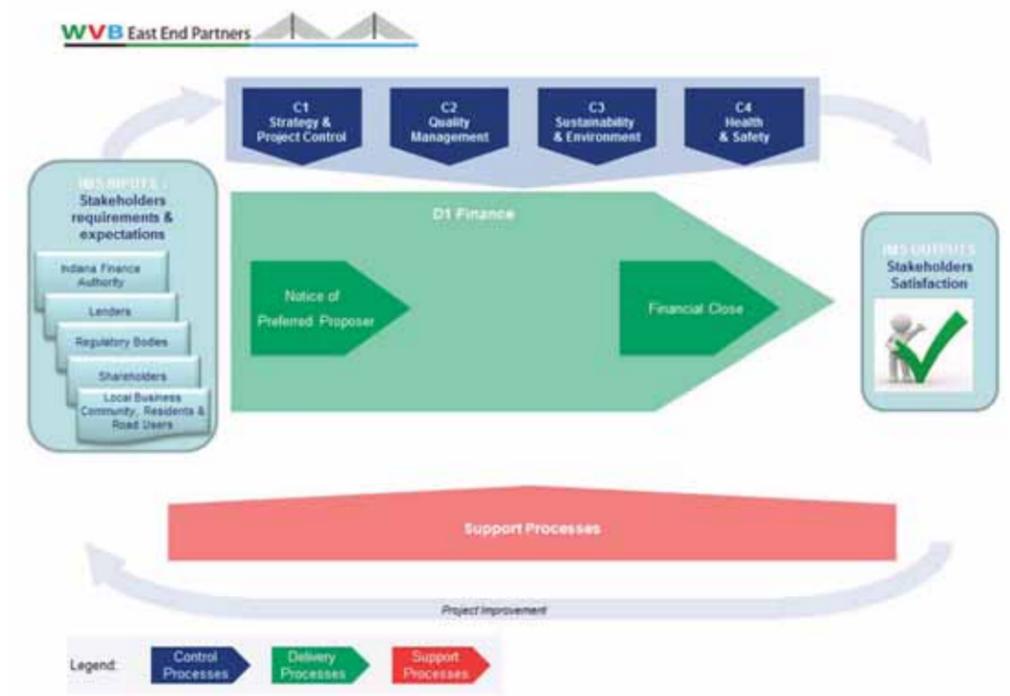
7.4.12 Surveillance, Audit and Monitoring

Objectives	To verify that Sustainability strategy is implemented.
Key Features	<ul style="list-style-type: none"> Audit and measures through C2 related management process Carbon footprint assessment Checklists Indicators
Documentation	Environmental compliance checklist Reports Trend analysis

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7 Delivery processes

7.1 D1: Finance



Owner	Finance Director
Enablers	
Objective	
Key Features	•
Performance Measures	

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7.2 D2: Mobilization



Owner	Construction Manager
Enablers	Project team
Objective	Mobilize resources, set up organization, develop and implement systems and procure subcontractors, supplies and facilities.
Key Features	<ul style="list-style-type: none"> Set up mobilization team and resources Identify competencies needs and set up training program Assist in the process of initial recruitment for the mobilization phase Define activities organization Procure subcontractors and supply of plant, site and compound facilities Develop quality health, safety and environment plans Develop and implement the management System IMS on site Set up clear succession planning Carry out documented readiness reviews with Client prior to commencing delivery processes and procurement Other activities during phase Design Scope check, Planning & programming Define with Client and implement site security rules and resources

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Performance Measures KPIs related to implemented / forecast programs for plans and process.

8.2.1 Mobilization, Planning and Scheduling

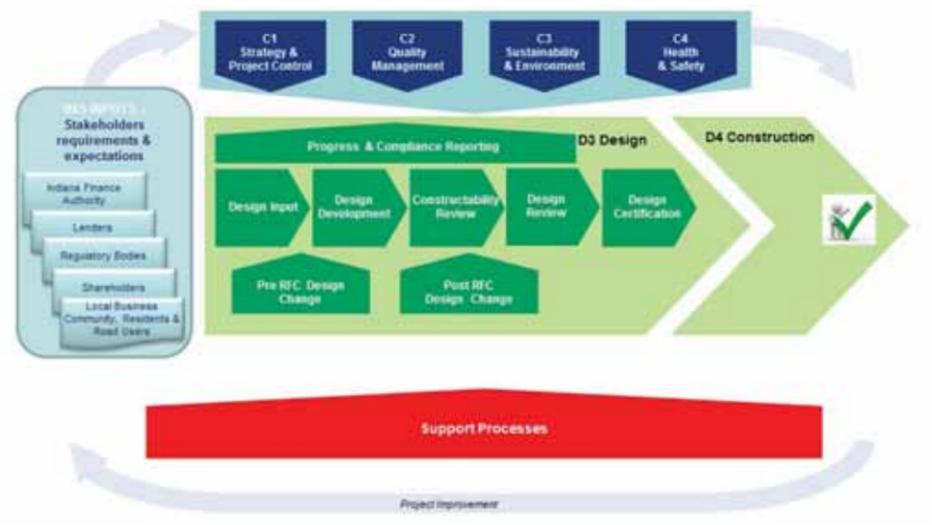
Objectives	To schedule the project preparation and mobilization phase to enable the main Project Contract schedule.
Key Features	<p>Management tool defining key performance targets, with a look-ahead program that will be published on a regular basis. This will include:</p> <ul style="list-style-type: none"> Administrative set up of WVB Recruitment Training Management systems IT systems Site establishment
Documentation	<p>Agreement with relevant Contract Documents</p> <p>Description of Activities</p> <p>Related Bill of Quantities</p> <p>Allowable unit time rates</p>

8.2.2 Alignment with Client and Stakeholders

Objectives	Ensure we understand the requirements and establish communication process with the Client and all stakeholders
Key Features	<ul style="list-style-type: none"> Matrix of stakeholders and identification of responsible persons within WVB Clearly identified responsibilities within mobilization team, allowing team to ensure alignment with Client and Stakeholder objectives according to defined plan Maintain contact with regulatory authorities throughout Project Where applicable, ensure registration with the relevant labor authorities, insurance companies, departments for taxes and miscellaneous duties) Where necessary, set up and implement contractual arrangements with Client and Stakeholders
Documentation	<p>Agreement related contract documents</p> <p>Process & Plan</p>

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7.3 D3: Design



Owner	Deputy Project Manager (Technical)
Enablers	Design and Engineering Team
Performance Measures	Design deliverables published (specs drawings) on time in accordance with Lead Time Plan. Site Request processing complies with the relevant process & feedback to site within specified time. Change control processing complies with relevant process & approval of change is within specified time. Validation of material published on time as per Lead Time Plan.

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8.3.1 Progress & Compliance Reporting

Objectives	
Key Features	•
Documentation	

8.3.2 Design and Interfaces Management

Objectives	
Key Features	•
Documentation	

8.3.3 Design Inputs Analysis

Objectives	To ensure design specifications comply with contract requirements.
Key Features	<ul style="list-style-type: none"> Preliminary Design Work in Progress design leading to <ul style="list-style-type: none"> Detailed Design Use of published RFC design deliverables (Specs & Drawings) to prepare release & publish the related Construction Drawings
Documentation	Agreement & related contract documents (Contract Review) Design Program & Plan Design Control Process Clarification Requests Design hypothesis & calculation notes

8.3.4 Design Development and Construction Review

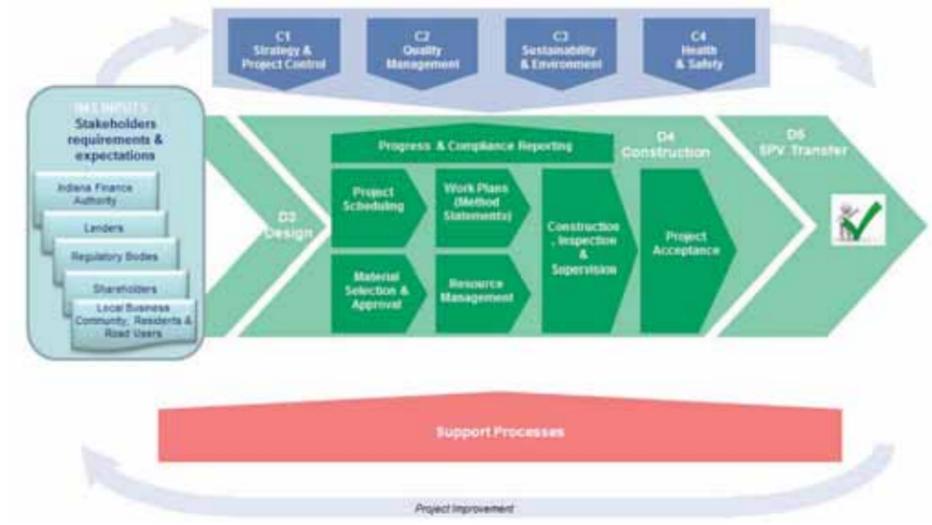
Objectives	Releasing and publishing design deliverables (specs & drawings) in accordance with program.
Key Features	<ul style="list-style-type: none"> Designer internal processing of the design input data Full calculations after interfacing with relevant team members, such as CDM Coordinator
Documentation	Schedule of Design Deliverables Project wide Design input used in Design Input Analysis

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Documentation	WVB Health & Safety Policy statement & Responsibilities Insurance certificates H&S Induction Register Method Statements Construction Risk Assessments Noise Assessments Training Matrix Permit to work Register Waste Transfer Register Internal Audit Register Accident / Incident / Near Miss / Dangerous Occurrence - Reports H&S Plan
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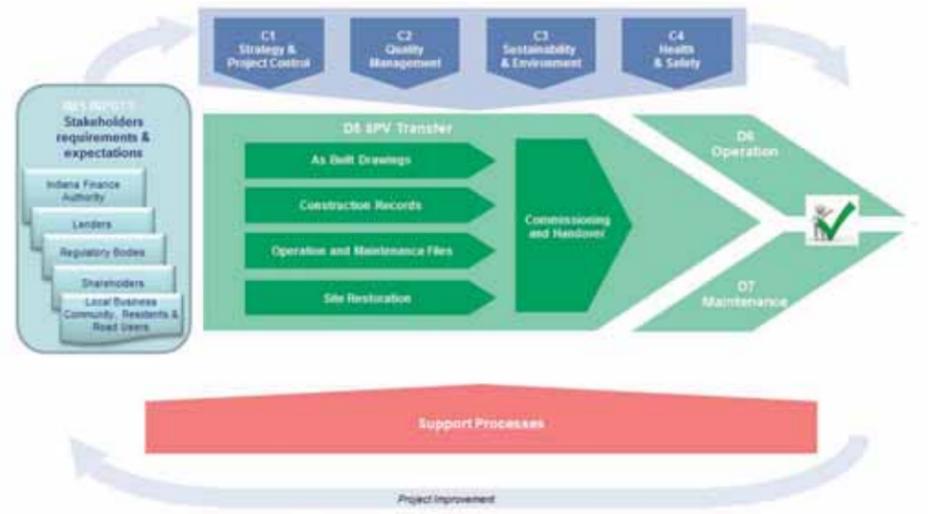
7.4 D4: Construction



Owner	Deputy Project Manager (Technical)
Enablers	Construction team Design & Engineering Manager Support teams
Performance Measures	High level KPIs dashboard: progress, Quality, Safety and Environment Sections progress indicators

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7.5 D5: SPV Transfer



Owner	Construction Manager
Enablers	
Performance Measures	

8.5.1 As-Built Drawings

Objectives	
Key Features	•
Documentation	

8.5.2 Construction Records

Objectives	
Key Features	•

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Documentation	
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8.5.4 Site Restoration

Objectives	
Key Features	•
Documentation	

8.5.5 Construction Acceptance

Objectives	
Key Features	•
Documentation	

8.5.6 Commissioning and Handover

Objectives	
Key Features	•
Documentation	

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Key Features	<ul style="list-style-type: none"> • Completion of Work packages as the works progress as per ITPs • Clearance of snags • Filing and accessibility to approved Work Packages
---------------------	---

Documentation	Work Package program Final inspections Closed NCRs and snags Work packages
----------------------	---

8.5.4 Final Sign-Off

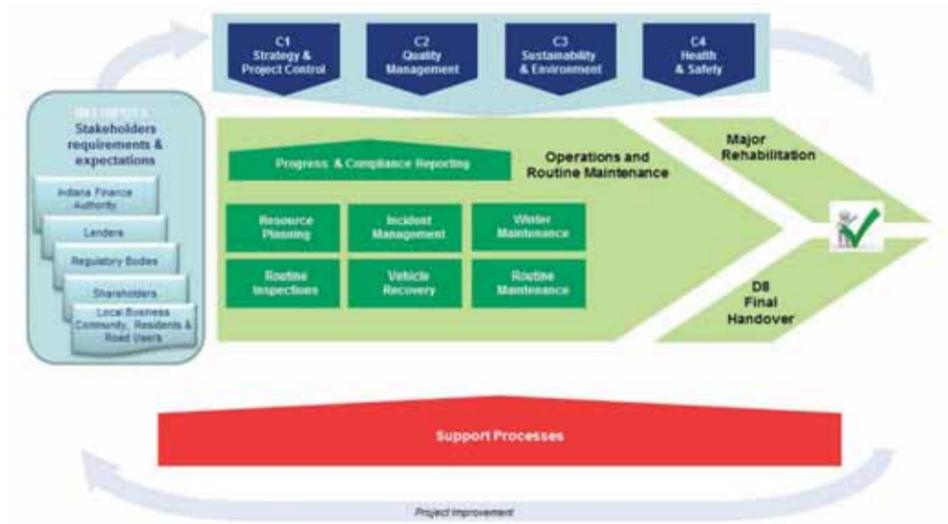
Objectives	Client to formally approve deliverable installations.
-------------------	---

Key Features	<ul style="list-style-type: none"> • Program of handover of deliverables as per key dates throughout the construction process to enable the final handover of the works
---------------------	--

Documentation	Work packages program and status Work packages List of contract reference documents Client key dates
----------------------	---

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7.6 D6: Operations & Routine Maintenance



Owner	Operations and Maintenance Manager
Enablers	
Performance Measures	

8.6.1 Progress and Compliance Reporting

Objectives	
Key Features	•
Documentation	

8.6.2 Resource Planning

Objectives	
Key Features	•
Documentation	

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8.6.3 Incident Management

Objectives	
Key Features	•
Documentation	

8.6.4 Winter Maintenance

Objectives	
Key Features	•
Documentation	

8.6.5 Routine Inspections

Objectives	
Key Features	•
Documentation	

8.6.6 Performance Inspections

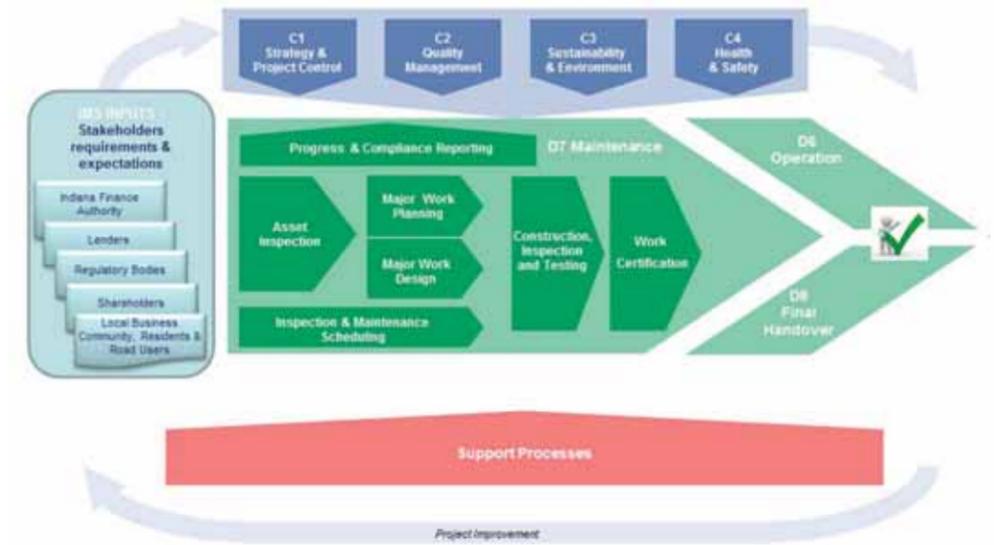
Objectives	
Key Features	•
Documentation	

8.6.7 Routine Maintenance

Objectives	
Key Features	•
Documentation	

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D7: Lifecycle Maintenance & Major Rehabilitation



Owner	Operations and Maintenance Manager
Enablers	
Performance Measures	

8.7.1 Progress and Compliance Reporting

Objectives	
Key Features	•
Documentation	

8.7.2 Asset Inspection

Objectives	
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Key Features	•
Documentation	

8.7.3 Major Work Planning

Objectives	
Key Features	•
Documentation	

8.7.4 Major Work Design

Objectives	
Key Features	•
Documentation	

8.7.5 Inspection and Maintenance Scheduling

Objectives	
Key Features	•
Documentation	

8.7.6 Construction, Inspection and Testing

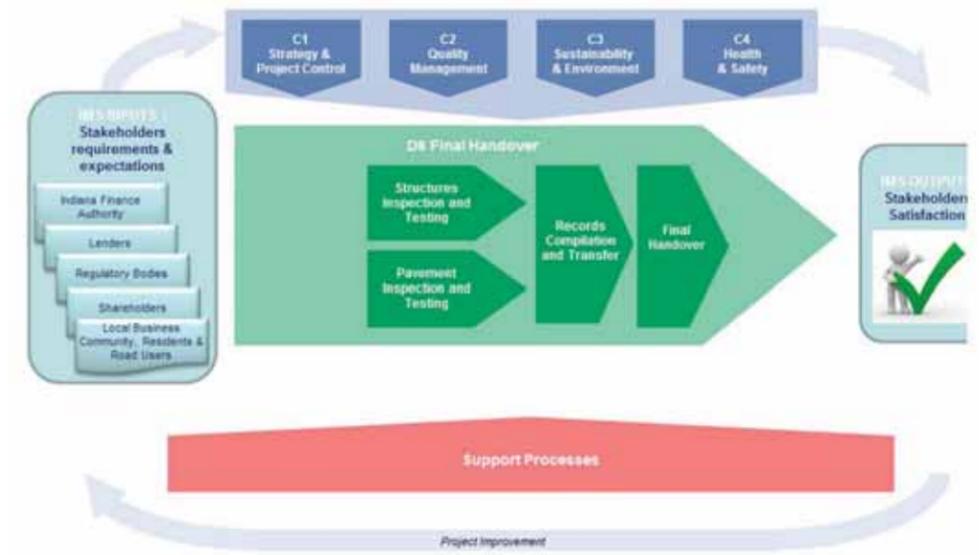
Objectives	
Key Features	•
Documentation	

8.7.7 Work Certification

Objectives	
Key Features	•
Documentation	

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D8: Final Handover



Owner	Operations and Maintenance Manager
Enablers	Construction team, Quality team
Performance Measures	<ul style="list-style-type: none"> • Progress on the Work Package Execution • Progress on Work Package Construction Completion Certification (Program & Plan) • Completion of testing and commissioning as applicable for the works in accordance with the agreed time frames (Schedule & Plan) • Completion of system installations in order to meet the testing and Commissioning time schedule • Testing and Commissioning dependencies across Project and Work Packages understood and communicated to facilitate timely and effective decision making and effective action • Testing and Commissioning resource deployed effectively and efficiently to plan in each Work Package area • Stakeholders are not delayed or compromised in testing their operational processes (people and procedures)

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WVB has integrated sustainability, environmental, safety and support control functions into these core processes as shown highlighted in yellow in Figure 2.

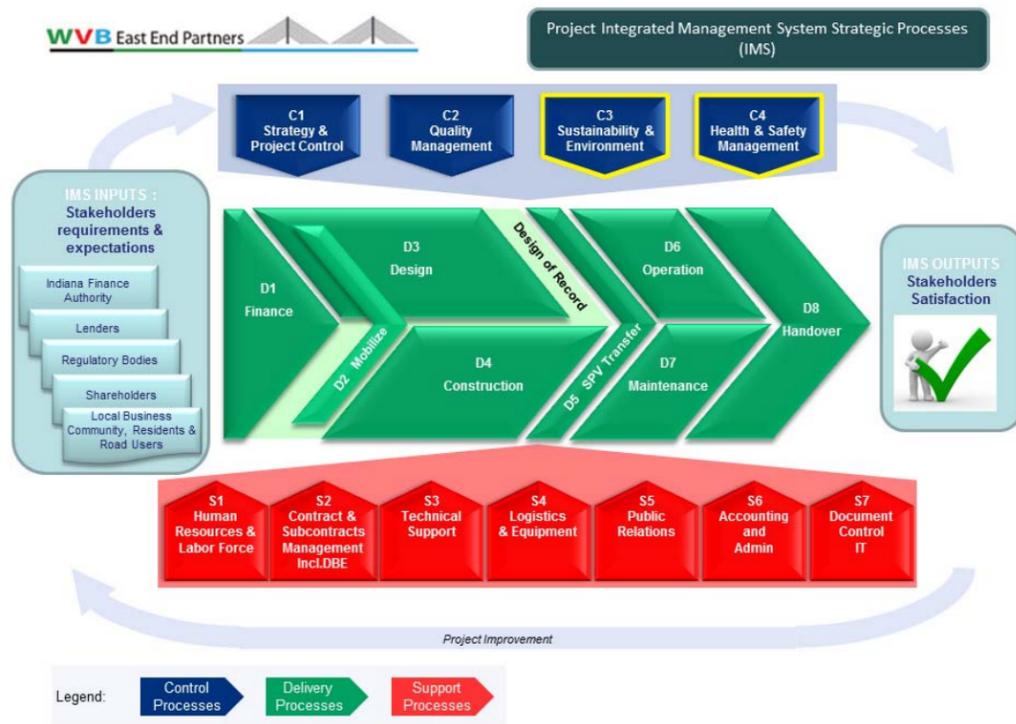


Figure 2: Sustainability elements of WVB's Integrated Management System

Both control processes C4 Health and Safety Management and C3 Sustainability and Environment will influence our achievement of the Project sustainability goals and objectives. More details about these processes and process owners' responsibilities (including the main organization chart) can be found in the WVB Project Management Plan.

Figure 3 shows the management processes that make up control process C4 Health and Safety Management. Safety management processes will be described in more detail in the Project Safety Plan.

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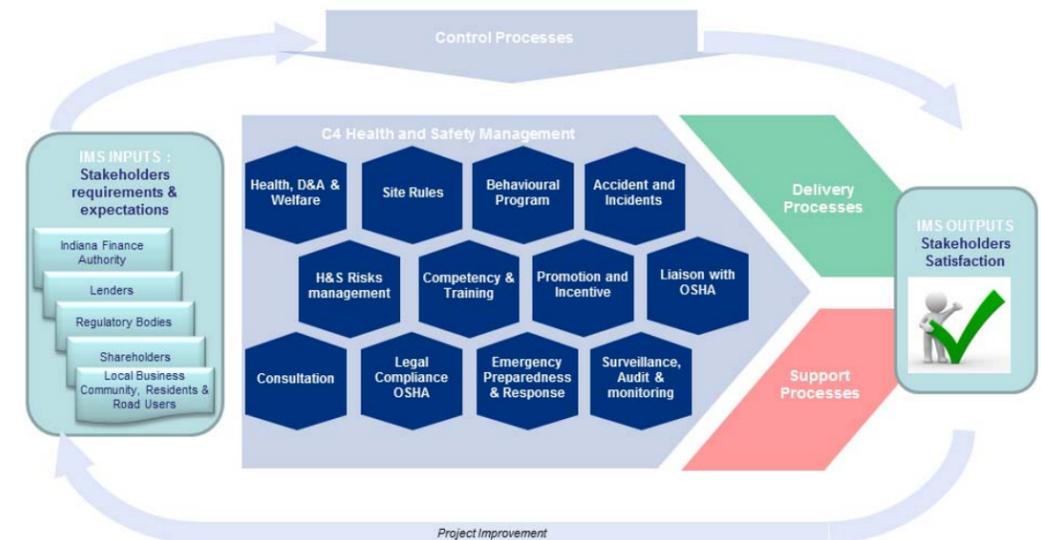


Figure 3: Control process C4 will ensure we maintain a safe environment for the public and workers in all Project stages

Figure 4 shows the management processes that make up control process C3 Sustainability and Environment. These processes will be described in more detail in the Project Environmental Compliance and Mitigation Plan.

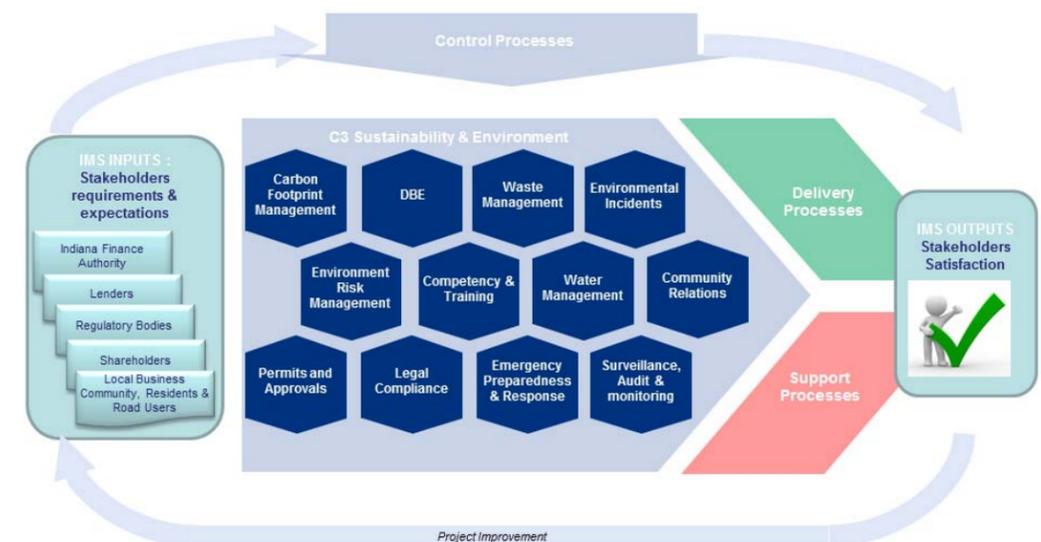


Figure 4: Control process C3 will ensure sustainable and responsible delivery of the East End Crossing to the full benefit of the local community

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4.4 Roles and Responsibilities for WVB Personnel

Table 3 highlights the main sustainability responsibilities for the Project.

These responsibilities will be developed and established as a formal part of the WVB Management System. Responsibilities for sustainability, environment, quality, health and safety, schedule, cost, etc. will be combined and communicated to all personnel in their job description to ensure clear understanding and commitment.

Table 3: WVB staff sustainability responsibilities – each will drive exemplary delivery throughout all stages of the Project

Owner	Sustainability and Environmental Responsibilities
Project Manager	<ul style="list-style-type: none"> • Ultimately responsible for the sustainable performance of the Project • Promotes corporate social responsibility and sustainable construction to the Project team • Present at key meetings with client and local groups
Environmental Compliance Manager	<ul style="list-style-type: none"> • Leads on sustainability as well as health and safety, monitoring and reporting on compliance and performance • Develops, deploys, reviews and maintains the Sustainability Policy and Sustainability Strategy • Provides advice and guidance on all sustainability issues • Works with the Public Information Coordinator to communicate with stakeholders and manages public relations in relation to sustainability • Liaises with client representatives on sustainability issues • Works directly with Quality and HSE Manager in matters of Sustainability • Develops, deploys, reviews and maintains sustainability activities for WVB • Delivers sustainability and environmental standards that meet and exceed the expectations of the client, stakeholder and environmental bodies • Responsible for ensuring all governmental permit commitments are complied with • Improves the environment and reduces Project impacts

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Owner	Sustainability and Environmental Responsibilities
	<ul style="list-style-type: none"> • Provides advice and guidance on all sustainability and environmental issues • Supports / provides training • Develops and implements monitoring to ensure WVB compliance and performance against regulatory constraints, Project management commitments and sustainability targets • Responds to technical queries • Collects information and data, analyses findings and issues reports on progress against KPIs • Reports information related to sustainability management • Ensures all required certification and documentation for waste contractors used is in place • Monitors and audits Project compliance with all legal and client waste management requirements • Investigates additional opportunities to divert waste from landfill and to maximize operations in accordance with the waste hierarchy • Ensures the collection, correct analysis and reporting of waste data (including office waste) from across the Project
Environmental Compliance Manager	Provides assistance to the Environmental Advisor on the following: <ul style="list-style-type: none"> • Collects information and data, analyze findings and issue reports on progress against KPIs • Reports information related to sustainability and environmental management
Permit Engineer	<ul style="list-style-type: none"> • Ensures all governmental permit commitments are complied with • Completes environmental monitoring to ensure WVB compliance and performance against regulatory constraints and Project management commitments
Logistics & Equipment Manager	Responsible for: <ul style="list-style-type: none"> • All logistics and related processes, i.e. owns support process S4 – Logistics and Equipment • The provision and maintenance of water drainage and

Clarification Request: No. 6

6

Your Proposal Executive Summary states that ATC #14 has been included in your Proposal. However, ATC #14 consists of several elements, some of which were not approved by IFA. Please clarify which elements of ATC #14 are included in your Proposal and which elements are not included (Reference ITP Exhibit B, Section 3.2.6(d); cf. ATC Pre-Proposal Submittal response from IFA included in your Proposal.

To clarify WVB East End Partners' (WVB) Executive Summary, we included in the proposal only items from ATC #14 that IFA considered within the requirements, and did not include any item deemed by IFA to be unacceptable, as described in further detail below:

BULLET 1 – TUNNEL ROADWAY WIDTH: WVB has not included this item of the submitted ATC in our Proposal. The roadway width within the Tunnel matches the requirements in the Technical Provision.

BULLET 2 – TUNNEL WALKWAYS: Regarding the first sub-bullet for the inside walkway, WVB has included in our Proposal the noted inside walkway width as proposed in WVB's ATC #14 which falls within the Technical Provision requirements.

Regarding the second sub-bullet for the outside walkway, WVB has not included the noted outside walkway width as proposed in WVB's ATC #14. The walkway width included in the Proposal falls within the requirements of the Technical Provisions.

BULLET 3 – CROSS PASSAGE SPACING: WVB has not included this item of the submitted ATC in our Proposal. WVB's proposed cross passage spacing and details fall within the requirements of the Technical Provisions and the applicable NFPA 502 standards.

BULLET 4 – CARBON MONOXIDE MONITORING SYSTEM: WVB has not included this portion of the submitted ATC in our proposal. WVB's proposed carbon monoxide monitoring system meets the requirements of the Technical Provisions.

BULLET 5 – FIXED FIRE SUPPRESSION SYSTEM: WVB has included this item of the submitted ATC in our Proposal which falls within the requirements of the Technical Provisions.

BULLET 6 – TUNNEL DRAINAGE: WVB has included this item of the submitted ATC in our Proposal which falls within the requirements of the Technical Provisions.