Response to Request for Proposals

PARK AND RIDE LOT AT I-66/ROUTE 15 INTERCHANGE
(IN THE NORTHEAST QUADRANT)
Town of Haymarket and Prince William County, Virginia

State Project No.: PR15-076-236
Federal Project No.: STP-5A01(767)
Contract ID Number: C00109486DB99

LETTER OF SUBMITTAL
Attachment 4.0.1.1 - Letter of Submittal Checklist
Offerors shall furnish a copy of this Letter of Submittal Checklist, with the page references added, with the Letter of Submittal.

<table>
<thead>
<tr>
<th>Letter of Submittal Component</th>
<th>Form (if any)</th>
<th>RFP Part 1 Cross Reference</th>
<th>Page Reference</th>
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<td>Attachment 4.0.1.1</td>
<td>Section 4.0.1.1</td>
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<tr>
<td>Acknowledgement of RFP, Revisions, and/or Addenda</td>
<td>Attachment 3.4 (Form C-78-RFP)</td>
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<tr>
<td>Letter of Submittal</td>
<td>NA</td>
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</tr>
<tr>
<td>Letter of Submittal on Offeror’s letterhead</td>
<td>NA</td>
<td>Section 4.1.1</td>
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<tr>
<td>Offeror’s full legal name and address</td>
<td>NA</td>
<td>Section 4.1.1</td>
<td>4</td>
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<tr>
<td>Authorized representative’s original signature</td>
<td>NA</td>
<td>Section 4.1.1</td>
<td>5</td>
</tr>
<tr>
<td>Declaration of intent</td>
<td>NA</td>
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<tr>
<td>120 day declaration</td>
<td>NA</td>
<td>Section 4.1.3</td>
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<tr>
<td>Point of Contact information</td>
<td>NA</td>
<td>Section 4.1.4</td>
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<tr>
<td>Principal Officer information</td>
<td>NA</td>
<td>Section 4.1.5</td>
<td>4</td>
</tr>
<tr>
<td>Offeror’s Corporate Structure</td>
<td>NA</td>
<td>Section 4.1.6</td>
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<tr>
<td>Full Legal Name of Lead Contractor, Lead Designer, and QAM</td>
<td>NA</td>
<td>Section 4.1.7</td>
<td>4</td>
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<tr>
<td>Offeror’s VDOT prequalification information</td>
<td>NA</td>
<td>Section 4.1.8</td>
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<tr>
<td>DBE statement confirming Offeror is committed to achieving the required DBE goal</td>
<td>NA</td>
<td>Section 4.1.9</td>
<td>5</td>
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<tr>
<td>Interim Milestone and Final Completion Date(s)</td>
<td>NA</td>
<td>Section 4.1.10</td>
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## ATTACHMENT 4.0.1.1

**Park and Ride Lot at I-66/Route 15 Interchange**

**LETTER OF SUBMITTAL CHECKLIST AND CONTENTS**

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<th>Page Reference</th>
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<tr>
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<td>Section 4.2.2</td>
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<td>Offeror’s VDOT prequalification information</td>
<td>NA</td>
<td>Section 4.2.3</td>
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<td>Evidence of obtaining bonding</td>
<td>NA</td>
<td>Section 4.2.4</td>
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<td>Full size copies of DPOR licenses and SCC registrations</td>
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<td>Section 4.2.5</td>
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<tr>
<td>SCC registration information - businesses</td>
<td>Attachment 4.2.5</td>
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<td>15-17</td>
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<td>DPOR registration information - businesses</td>
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<tr>
<td>Lead Contractor Work History Form</td>
<td>Attachment 4.2.6(a)</td>
<td>Section 4.2.6</td>
<td>23-25</td>
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<tr>
<td>Lead Designer Work History Form</td>
<td>Attachment 4.2.6(b)</td>
<td>Section 4.2.6</td>
<td>26-28</td>
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<tr>
<td>Conceptual Roadway Plans</td>
<td>NA</td>
<td>Section 4.2.7</td>
<td>29-30</td>
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</table>
3.4 - Form C-78
ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. C00109465DB99
PROJECT NO.: PR15-076-236, P101, R201, C501

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

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

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

   (Date)

2. Cover letter of RFP Addendum No. 1 – August 8, 2017
   (Date)

3. Cover letter of RFP Addendum No. 2 – August 17, 2017
   (Date)

_________________________  9/8/17
SIGNATURE                    DATE

Daniel E. Clymore
PRINTED NAME

Vice President
TITLE
4.1 - Letter of Submittal
September 8, 2017

Ms. Sudha Mudgade, PE, PMP
Alternative Project Delivery Division
Virginia Department of Transportation
1401 East Broad Street
Annex Building, 8th Floor
Richmond, Virginia 23219

RE: Park and Ride Lot at I-66/Route 15 Interchange
Town of Haymarket and Prince William County, Virginia
Contract ID Number: C00109486DB99
4.1 Letter of Submittal

Dear Ms. Mudgade:

Shirley Contracting Company, LLC (Shirley), as the Offeror, is pleased to submit to the Virginia Department of Transportation (VDOT) our response to your Request for Proposals (RFP) for the project referenced above. With Dewberry as our Lead Designer, Shirley offers VDOT an experienced Team with a proven track record of delivering design-build projects on time, under budget and with a partnering approach. As an example of our experience and our history of working together as a team, Shirley and Dewberry have been awarded over 38 design-build projects totaling more than $3.2 billion.

4.1.2. Offeror’s Intent: Should VDOT select Shirley for award of the Park and Ride Lot at I-66/Route 15 Interchange Project, Shirley will enter into a contract with VDOT for the Project in accordance with the terms of the RFP.

4.1.3 Declaration: The offer represented by our Proposal will remain in full force and effect for one hundred twenty (120) days from this Letter of Submittal and Attachments is actually submitted to VDOT.

4.1.4 Our Point of Contact is:
Mr. Garry A. Palleschi, Vice President
8435 Backlick Road, Lorton, Virginia 22079
(P) 703-550-3579 (F) 703-550-9346
gpalleschi@shirleycontracting.com

4.1.5 Our Principal Officer is:
Mr. Michael E. Post, President/CEO/Manager
8435 Backlick Road, Lorton, Virginia 22079
(P) 703-550-8100

4.1.6 Offeror’s Structure: Shirley Contracting Company, LLC, a limited liability company, will be the legal entity, will have financial responsibility for the Project and will have joint and several liability for the performance of the work. There are no liability limitations. Our bonding approach will be to provide performance and payment bonds for the total contract value and time period.

4.1.7 Firm Identification: The Lead Contractor for the Project will be Shirley Contracting Company, LLC, the Lead Designer will be Dewberry Consultants LLC, and the Quality Assurance Firm will be Quinn Consulting Services, Inc.
4.1.8 **Prequalification Information:** Shirley Contracting Company, LLC’s prequalification number is S018 and our prequalification status is “active”. Evidence indicating that Shirley is currently prequalified is included in the Attachment to this Letter of Submittal.

4.1.9 **DBE Participation Goal:** Shirley commits that we will achieve a 16% DBE participation goal for the entire value of the contract.

4.1.10 **Interim Milestone Date:** 12/11/18  
**Final Completion Date:** 3/26/19

Thank you for the opportunity to submit our Letter of Submittal. We look forward to your favorable review.

Sincerely,

Daniel E. Clymore  
Vice President  
Shirley Contracting Company, LLC
4.2 - Attachments to the Letter of Submittal
Attachment 4.2.1 - Affiliated/Subsidiary Companies
ATTACHMENT 4.2.1  
State Project No. PR15-076-236  
Affiliated and Subsidiary Companies of the Offeror

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

<table>
<thead>
<tr>
<th>Relationship with Offeror (Affiliate or Subsidiary)</th>
<th>Full Legal Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subsidiary</td>
<td>Shirley Design/Build, LLC</td>
<td>8435 Backlick Road, Lorton, Va. 22079</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Clark Construction Group, LLC</td>
<td>7500 Old Georgetown Road, Bethesda, MD 20184</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Metro Earthworks</td>
<td>8435 Backlick Road, Lorton, Va. 22079</td>
</tr>
<tr>
<td>Subsidiary</td>
<td>Route 28 Corridor Improvements, LLC</td>
<td>8435 Backlick Road, Lorton, Va. 22079</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Capital Rail Constructors, a JV</td>
<td>7500 Old Georgetown Road, Bethesda, MD 20184</td>
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</tbody>
</table>
ATTACHMENT 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: PR15-076-236

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

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

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

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

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

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

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

[Signature] 9/8/17  Vice President

Signature  Date  Title

Shirley Contracting Company, LLC

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

Project No.: PR15-076-236

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

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

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

Signature: Dave Maloney  
Date: 8/30/17  
Title: Executive Vice President

Name of Firm: Dewberry Consultants LLC
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: PR15-076-236

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

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

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

[Signature] August 28, 2017 [Date] [President] [Title]

Quinn Consulting Services, Inc.
Name of Firm
4.2.3 - VDOT Prequalification Certificate
| Vendor ID: | S1060 |
| Vendor Name: | SHEPAUL ENTERPRISES, INC. |
| Prequal Level: | Prequalified (Currently Inactive) |
| Prequal Exp: | 09/30/2018 |

**Work Classes (Listed But Not Limited To)**

- 020 - FENCE INSTALLATION
- 021 - GUARDRAIL INSTALLATION
- 023 - REINFORCING STEEL PLACEMENT

**-- DBE Information --**

- DBE Type: DMBE
- DBE Contact: N/A

---

| Vendor ID: | S018 |
| Vendor Name: | SHIRLEY CONTRACTING COMPANY, LLC |
| Prequal Level: | Prequalified |
| Prequal Exp: | 10/31/2017 |

**Work Classes (Listed But Not Limited To)**

- 002 - GRADING
- 003 - MAJOR STRUCTURES
- 007 - MINOR STRUCTURES
- 045 - UNDERGROUND UTILITIES

**-- DBE Information --**

- DBE Type: N/A
- DBE Contact: N/A
4.2.4 - Surety Letter
August 25, 2017

Ms. Sudha Mudgade, P.E., PMP
Alternative Project Delivery Division
Virginia Department of Transportation
1401 East Broad Street, 8th Floor
Richmond, VA 23219

Re: Request for Proposal - Contract ID Number: C00109486EB99 - A Design-Build Project
Park and Ride Lot at I-66/Route 15 Interchange (In the Northeast Quadrant)
Town of Haymarket and Prince William County, Virginia
Estimated Contract Value: $4.5 million

Dear Ms. Mudgade:

Travelers Casualty and Surety Company of America (A.M. Best Financial Strength Rating A++, Financial Size Category XV) and their co-surety partners, have the privilege of providing surety bonds for Shirley Contracting Company, LLC. The available bonding capacity on individual projects is in excess of $500,000,000 with an aggregate of $5,000,000,000.

In our opinion, Shirley is one of the finest, best managed construction firms in the country. Shirley has handled each of its projects in a professional manner and completed all satisfactorily.

As surety for Shirley Contracting Company, LLC, Travelers Casualty and Surety Company of America is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this project, subject to acceptable review of the contract documents and bond forms, financing, availability of reinsurance, and Shirley Contracting Company, LLC continuing to satisfy other underwriting considerations at the time the bonds are requested.

This letter is not an assumption of liability and is issued only as a reference request from our client.

Sincerely,

Travelers Casualty and Surety Company of America
A.M. Best Rating A++ XV

By: [Signature]
Diana L. Parker, Attorney-in-Fact
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232261
Certificate No. 007258827

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation fully organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint

Diana L. Parker, Karen C. Bowling, and Terry D. Reynolds

of the City of Columbia, State of Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: ____________________________

Robert L. Raney, Senior Vice President

On this the 8th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company’s name and seal with the Company’s seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company’s seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 09-26-2017 day of September , 2017

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.
4.2.5 - SCC Registrations & DPOR Licenses
ATTACHMENT 4.2.5
State Project No. PR15-076-236

SCC and DPOR Information

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

<table>
<thead>
<tr>
<th>Business Name</th>
<th>SCC Number</th>
<th>SCC Type of Corporation</th>
<th>SCC Status</th>
<th>DPOR Registered Address</th>
<th>DPOR Registration Type</th>
<th>DPOR Registration Number</th>
<th>DPOR Expiration Date</th>
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</thead>
<tbody>
<tr>
<td>Shirley Contracting Company, LLC</td>
<td>S082038-3</td>
<td>Limited Liability Co.</td>
<td>Active</td>
<td>8435 Backlick Road Lorton, Va. 22079</td>
<td>Class A Contractor</td>
<td>2705071652</td>
<td>October 31, 2018</td>
</tr>
<tr>
<td>Quinn Consulting Services, Inc.</td>
<td>0492551-7</td>
<td>Corporation</td>
<td>Active</td>
<td>14160 Newbrook Drive Suite 220 Chantilly, Va. 20151</td>
<td>Business Entity</td>
<td>0407003733</td>
<td>December 31, 2017</td>
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Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL FOR CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office website.

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**LLCM3220**

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<th>S082038</th>
<th>STATUS:</th>
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<tr>
<td>STATUS DATE:</td>
<td>08/01/02</td>
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</tbody>
</table>

**LLC NAME:** Shirley Contracting Company, LLC

**DATE OF FILING:** 08/01/2002  **PERIOD OF DURATION:**  **INDUSTRY CODE:** 00

**STATE OF FILING:** VA VIRGINIA  **MERGER INDICATOR:**

**CONVERSION/DOMESTICATION INDICATOR:** Y

**PRINCIPAL OFFICE ADDRESS**

<table>
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<tr>
<th>STREET:</th>
<th>8435 BACKLICK RD</th>
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</table>

<table>
<thead>
<tr>
<th>CITY:</th>
<th>LORTON</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE:</td>
<td>VA</td>
</tr>
<tr>
<td>ZIP:</td>
<td>22079-0000</td>
</tr>
</tbody>
</table>

**REGISTERED AGENT INFORMATION**

**R/A NAME:** CT CORPORATION SYSTEM

**STREET:** 4701 COX ROAD, SUITE 285

**RTN MAIL:**

<table>
<thead>
<tr>
<th>CITY:</th>
<th>GLEN ALLEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE:</td>
<td>VA</td>
</tr>
<tr>
<td>ZIP:</td>
<td>23060-0000</td>
</tr>
</tbody>
</table>

**R/A STATUS:** 5  **ENTITY AUTHORIZ EFF DATE:** 10/04/13  **LOC:** 143  **HENRICO COUNTY**

**YEAR**  **FEES**  **PENALTY**  **INTEREST**  **BALANCE**

| 17 | 50.00 | 50.00 | CR  |

(Screen Id:/LLC_Data_Inquiry)
Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL FOR CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office website.

Commonwealth of Virginia
State Corporation Commission

LLCM3220 LLC DATA INQUIRY

LLC ID: 8044733 - 6 STATUS: 00 ACTIVE STATUS DATE: 10/14/09
LLC NAME: Dewberry Consultants LLC

DATE OF FILING: 01/01/2000 PERIOD OF DURATION: INDUSTRY CODE: 00
STATE OF FILING: VA VIRGINIA MERGER INDICATOR:
CONVERSION/DOMESTICATION INDICATOR:
PRINCIPAL OFFICE ADDRESS
STREET: 8401 ARLINGTON BLVD

CITY: FAIRFAX STATE: VA ZIP: 22031-0000
REGISTERED AGENT INFORMATION
R/A NAME: CORPORATION SERVICE COMPANY

STREET: Bank of America Center, 16th Floor
1111 East Main Street RTN MAIL:

CITY: RICHMOND STATE: VA ZIP: 23219-0000
R/A STATUS: 5 ENTITY AUTHORIZ EFF DATE: 04/29/11 LOC: 216 RICHMOND CITY
YEAR FEES PENALTY INTEREST BALANCE
17 50.00

(Screen Id:/LLC_Data_Inquiry)
Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL FOR CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office website.

CISM0180 CORPORATE DATA INQUIRY

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

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

STREET: 2208 S KNOLL ST AR RTN MAIL:
CITY: ARLINGTON STATE: VA ZIP: 22202-2134
R/A STATUS: 4 ATTORNEY EFF. DATE: 10/24/97 LOC : 106
ACCEPTED AR#: 216133280 DATE: 08/29/16 ARLINGTON COUNTY
CURRENT AR#: 216133280 DATE: 08/29/16 STATUS: A ASSESSMENT INDICATOR: 0
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17 100.00 100.00 5,000

(Screen Id:/Corp_Data_Inquiry)
DPOR License Lookup  License Number 2705071652

License Details

Name
SHIRLEY CONTRACTING COMPANY LLC

License Number
2705071652

License Description
Contractor

Firm Type
LLC - Limited Liability Company

Rank 1
Class A

Address
8435 BACKLICK ROAD, LORTON, VA 22079

Specialties 2
Highway / Heavy (H/H)

Initial Certification Date
2002-10-08

Expiration Date
2018-10-31

1 Refer to the Statutory Definitions (http://law.lis.virginia.gov/vacode/title54.1/chapter11/section54.1-1100/) for descriptions of the rank or class of license (A, B, or C) that determines the monetary limits on contracts/projects.

2 Refer to the Classification Definitions (http://lis.virginia.gov/cgi-bin/legp604.exe?000+reg+18VAC50-22-20) and Specialty Definitions (http://lis.virginia.gov/cgi-bin/legp604.exe?000+reg+18VAC50-22-30) for detailed definitions of these classifications and specialties.

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DPOR License Lookup build 1,198 (built 2017-07-13 02:34:41).
**DPOR License Lookup** License Number 0407003966

**License Details**

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**Related Licenses**

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Showing 1 to 4 of 4 entries

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DPOR License Lookup build 1,198 (built 2017-07-13 02:34:41).
DPOR License Lookup  License Number 0407003733

License Details

Name          QUINN CONSULTING SERVICES INCORPORATED
License Number 0407003733
License Description Business Entity Registration
Firm Type       Corporation
Rank            Business Entity
Address         14160 NEWBROOK DR STE 220, CHANTILLY, VA 20151

Initial Certification Date 1998-03-05
Expiration Date 2017-12-31

Related Licenses 1

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http://dporweb.dpor.virginia.gov/LicenseLookup/LicenseDetail
DPOR License Lookup build 1,198 (built 2017-07-13 02:34:41).
4.2.6(a)(b) - Work History Forms
Project Name & Location

Name: Fairfax County Parkway, Phase III
Location: Springfield, Virginia

Name: Dewberry Consultants LLC

Name of Client: ESLHD FHWA
Project Manager: Robert Morris
Phone: 703-404-6302
Email: robert.morris@dot.gov

PROJECT NARRATIVE

Shirley Design-Build, LLC, with Shirley Contracting Company, LLC as the Lead Contractor and Dewberry Consultants LLC as the Lead Engineer, was selected by the Eastern Federal Lands Highway Division of the Federal Highway Administration (ESLHD FHWA) in September 2009 to design and construct the Fairfax County Parkway Phase III Project.

The project included the modification of the southern half of the Fairfax County Parkway/Franconia Springfield Parkway/Rolling Road Interchange including widening the ramp carrying southbound Fairfax County Parkway to Rolling Road, and reconstrcucting and realigning the ramp from northbound Fairfax County Parkway to Franconia Springfield Parkway. The project also included the complete reconstruction and widening of 0.5-mile of Fairfax County Parkway from Franconia Springfield Parkway to the South, and the realignment of Hooses Road and Rolling Road including a new 2-span 220 foot long bridge over Fairfax County Parkway.

During the proposal preparation phase, our team proposed an alternate design concept that included realignment of the ramps in the south east quadrant of the interchange and their connections to Rolling Road, Hooses Road and Barks Court. The revised design concept eliminated a five legged intersection and provided an improved alignment and higher capacity for the ramp from northbound Fairfax County Parkway to Franconia Springfield Parkway, which carried the highest traffic volumes at the intersection. Other changes to the design concept included modifications to the proposed alignment of Fairfax County Parkway and Rolling Road that resulted in significantly reduced right-of-way impacts to Fort Belvoir. As a result of these changes to the design concept, our team prepared and obtained approval of a revised environmental document. This process required a great deal of public outreach and coordination with permitting agencies. The revised environmental document was completed during the design phase with no delay to the construction allowing for the completion of all of the original contract scope ahead of the July 2012 original contract completion date.

Shirley was responsible for all aspects of the design and construction of the Project, including environmental permitting, utility relocations, right-of-way acquisitions, public relations and stakeholder coordination, construction, safety, and quality assurance and quality control.

6. Contract Completion Date (Original)

7/2012

6. Contract Completion Date (Actual or Estimated)

7/2013

Contract Value (in thousands)

Original Contract Value

$21,910

Final or Estimated Contract Value

$28,135*

* Difference due to Owner added scope

$28,135

orda was selected by the Eastern Federal Lands Highway Division of the Federal Highway Administration (ESLHD FHWA) in September 2009 to design and construct the Fairfax County Parkway Phase III Project.

As the Lead Contractor, Shirley was responsible for all aspects of the design and construction of the Project, including environmental permitting, utility relocations, right-of-way acquisitions, public relations and stakeholder coordination, construction, safety, and quality assurance and quality control.

VERIFIABLE EVIDENCE OF GOOD PERFORMANCE

1. Our team held a public hearing and met individually with all adjacent home owners associations. The extensive public outreach completed during the design highlighted the intense public interest and set the stage for a detailed public relations effort. We also maintained a project website that provided monthly updates to the schedule, notices, and photos of ongoing construction activities. Additionally, we sent outmails of notices for meetings and traffic detours, and we held regular public our data meetings to keep the public informed of the project's status.

2. The Project also provided our team with the opportunity to gain experience with the local geology and existing conditions in the area of the Project. During the project, FWHA, VDOT and our team identified a concern with the original design concept that provided a single lane exit to southbound Fairfax County Parkway that then opened to 2-lanes on the ramp. Noting that the traffic volumes are higher for southbound Fairfax County Parkway movement than the Fairfax County Parkway to Franconia Springfield Parkway through movement, the team agreed to modify the final signage and striping to provide a dual lane exit for Fairfax County Parkway. Our Team provided a plan revision that also included some construction modifications to the gore and additional overhead sign structures to accommodate this improved traffic configuration with no delay to the completion of the original contract scope of work. This revised configuration required the construction of two overhead sign structures including new foundations in the median of Fairfax County Parkway within the limits of the Rolling Road/Franconia-Springfield Parkway Interchange Improvements Project that was closely coordinated with the design of the Loop Project to avoid the need to replace the new overhead signs.

3. During the final year of the project, ESLHD FHWA and our team agreed on a change order to design and construct the Saratoga Park and Ride Facility at the Fairfax County Parkway/Barta Road Interchange. The change order extended the contract completion date for only the added scope of work. This scope included construction of a 353 parking lot, bus loop with shelters, new signal at Barta Road, lighting, new ramp to Fairfax County Parkway, and modification of an existing SWM Pond. Our Team held a public hearing for the Park and Ride Facility and completed the design, environmental permitting, and construction of facility in just 11 months.

PROJECT SCOPE

• Modification of existing interchange
• Roadway and ramp widening
• New 2-span 220' long bridge over limited access facility
• Environmental mitigation
• 2 SWM Ponds
• 3 New Signals
• 3 Noise Barriers
• Sidewalk and shared use path
• 8 Overhead sign structures
• Lighting
• Extensive landscaping

WORK HISTORY FORM

Name: Dewberry Consultants LLC

Name of Client: ESLHD FHWA
Project Manager: Robert Morris
Phone: 703-404-6302
Email: robert.morris@dot.gov

ATTACHMENT 4.2.6(a)
LEAD CONTRACTOR - WORK HISTORY FORM
(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location

b. Name of the prime design consulting firm responsible for the overall project design.

c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.

d. Contract Completion Date (Original)

7/2012

e. Contract Completion Date (Actual or Estimated)

7/2013

f. Contract Value (in thousands)

Original Contract Value

$21,910

Final or Estimated Contract Value

$28,135*

* Difference due to Owner added scope

$28,135

g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)

$28,135

h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly. The Work History Form shall include one singular project. Projects with multiple phases, segments, elements, and/or contracts shall not be considered a single project. If a project listed includes multiple phases, segments, elements, and/or contracts, the SOQ may be rendered non-responsive. In any case, only the first phase, segment, element, and/or contract listed will be evaluated.

SIMILARITIES TO THE PARK AND RIDE LOT AT L-66 ROUTE 15 INTERCHANGE

• Design-Build Delivery
• Roadway Construction & Widening
• Parking Lot Construction
• Structures and Bridges
• Environmental Permitting
• Geotechnical Challenges
• MOT Operations
• Quality Assurance & Quality Control
• Utility Relocations
• Public Involvement/Relations
• Pedestrian Accommodations

Worked with Lead Designer – Dewberry

PUBLIC ENGAGEMENT

• Town Hall Meetings
• Street Team
• Public Workshops

PROJECT ACHIEVEMENTS

• Reduced right-of-way acquisition costs
• Reduced traffic impact during construction
• Enhanced safety for motorists and pedestrians

ADDITIONAL PROJECT INFORMATION

Name: Fairfax County Parkway, Phase III
Location: Springfield, Virginia

ASSESSMENT OF IMPACTS

• Environmental
• Social
• Economic

ASSESSMENT OF BENEFITS

• Safety
• Mobility
• Accessibility
**ATTACHMENT 4.2.6(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

(LIMIT 1 PAGE PER PROJECT)

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<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
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<td><strong>Location: Fort Belvoir, Virginia</strong></td>
<td><strong>Name: Dewberry Consultants LLC</strong></td>
<td><strong>Phone:</strong> (301) 908 - 2161</td>
<td><strong>11/24/2016</strong></td>
<td><strong>Final Completion and Acceptance February 2017</strong></td>
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**b. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly.**

For a project with multiple phases or multiple contracts, only one phase or one contract will be considered. If additional phases or contracts are shown under the same Work History Form, only the first phase or contract listed will be evaluated.

**PROJECT NARRATIVE**

*Metro Earthworks LLC, an affiliate of Shirley Contracting Company, LLC as the Lead Contractor was selected by Greenway Enterprises for National Geospatial-Intelligence Agency & US Army Corps of Engineers in April 2016 to construct the NGA Surface Lot Project. The project included the installation of a temporary access road to gain vehicular access to a new temporary lot. The limits of the temporary lot were stripped of topsoil and graded to proper elevation. Approximately 3,000 tons of 21A was brought in and graded for the base of the temporary parking lot. Bollards and signage were installed to delineate the temporary parking spots. Once traffic was shifted onto the new temporary lot, construction of the permanent surface lot could commence. The permanent asphalt surface lot consisted of 900 spaces and included site excavation and grading, storm sewer installation, stone placement, curb installation, asphalt paving, handrail installation, pavement markings, lighting and signage installation. After the new asphalt lot was open to the public, the removal the temporary stone parking lot was completed, which included capping the area with topsoil, and planting trees in the newly established green area. The project was originally scheduled to start at the beginning of June 2016 and have the final parking lot ready for use by the end of November 2016. Due to multiple design revisions from NGA/USACE and receiving the Letter of Disturbance from the Department of Environmental Quality the project NTP was given three months later. However, NGA did not want the end date of November 24, 2016 to slip, so the project was accelerated. Prior to stone installation in the permanent lot, the field crews ran into several unforeseen undercut situations which threatened to cut into the timely execution of the already accelerated schedule. Thanks to partnering between the Metro and Greenway teams, the issues were resolved in a timely fashion with little to no delay to the schedule. Through utilizing GPS grade control equipment, the grading of the stone was able to be done seamlessly. Once all the stone was in place, the paving of asphalt could commence. As a result of the new and complex pavement design for this particular project, pervious asphalt in the parking bays and impervious asphalt in the travel lanes, Metro and the paving subcontractor had to work in conjunction to make sure the stone was graded properly and the end result of the porous asphalt’s structural integrity was not lost. Due to the meticulous planning of the office personnel and flawless execution of the field personnel, the project was completed under budget and the permanent parking lot was opened one week ahead of schedule in November 2016.**

**PROJECT SCOPE**

- Site Survey Control
- Erosion Control
- Install 21A for temporary gravel lot
- Earthworks and Grading
- Storm Sewer System
- Site Paving and Concrete
- Pavement Markings and Signage
- Adjust existing monitoring wells
- Remove temporary gravel parking lot after completion of asphalt lot

**SIMILARITIES TO THE PARK AND RIDE LOT AT I-66/ROUTE 15 INTERCHANGE**

- Roadway Construction
- Parking Lot Construction
- Utility Installation
- Geotechnical Challenges
- Maintenance of Traffic Operations
- Quality Assurance & Quality Control
- Pedestrian Accommodations
- Worked with Lead Designer – Dewberry

**SHIRLEY’S ROLE**

As the Lead Contractor, Metro was responsible for maintaining all the Erosion Control on the project, excavation and gradings, furnishing and installing the underdrain and storm pipe within the new asphalt lot, installation of asphalt paving section including aggregate base. Along with installing curb, sidewalk and concrete stairs.

**VERIFIABLE EVIDENCE OF GOOD PERFORMANCE**

1. The project provided several issues from the beginning. The largest hurdle was that the end user needed the final parking lot by November 2016 regardless of the start date. The original schedule allowed for seven months of time for construction. However due to the design revisions and issues with permitting on base the job started three months late only allowing four months for construction. Even with the schedule acceleration the project was completed on time, without any safety incidents, and had a minimal punch list once the job was handed over.

2. The temporary parking lot was sized to accommodate 205 cars while the final parking lot was being constructed. This lot was used to capacity at least four out of five days during the work week. During that time it was in use there was never any issues with standing water or any other maintenance problems. It should also be noted that during this time it was in use there was never any accidents that were reported in the temporary lot.

3. The project schedule was accelerated from seven months down to four months for turnover of the final parking lot and had multiple crews working simultaneously to accommodate the schedule. Even with multiple crews working on an accelerated schedule there was only a four-item punch list for the entire project.

*Metro Earthworks, LLC is an affiliate of Shirley Contracting Company, LLC and is 100% owned and controlled by Shirley. Shirley and Metro Earthworks share resources on projects and Metro Earthworks has relevant project experience in the construction of Park and Ride Lots as evidenced by their experience on the NGA Surface Lot. Metro Earthworks will not have a role in this project.*
**ATTACHMENT 4.2.6(a) LEAD CONTRACTOR - WORK HISTORY FORM (LIMIT 1 PAGE PER PROJECT)**

<table>
<thead>
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<th>a. Project Name &amp; Location</th>
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<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
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<td>Email: <a href="mailto:Christiana.briganti@VDOT.Virginia.gov">Christiana.briganti@VDOT.Virginia.gov</a></td>
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**PROJECT NARRATIVE**

In April 2008, the Shirley Design-Build Team was awarded the $19 million Design-Build Project to design and construct 0.64 miles of 4-lane roadway to complete a critical segment of the Route 28 parallel road network along the west side of Route 28 between Auto World Circle and Severn Way. The project required close coordination with the Northern Virginia Regional Park Authority (NVRPA) to gain approval of the design concept, aesthetics and to minimize impacts to the regional park and W&OD Trail users. Our Team coordinated with NVRPA on design details including the minimum open area of the structure and the light well between bridges to maintain the NVRPA’s desirable open feel of the park. An ashlar stone finish was utilized to cover the entire vertical faces of the MSE walls at both abutments of the trail to achieve the NVRPA’s desirable aesthetic appeal. The project was segmented into three areas: south of the W&OD Trail; north of Cabin Branch; and between the two bridge crossings. The only access to the area between the two bridges within right-of-way was by crossing the W&OD Trail or installing an extensive temporary stream crossing of the environmentally sensitive Cabin Branch. To minimize environmental impacts at Cabin Branch and the avoid crossing the W&OD Trail, our team worked closely with VDOT and Loudoun County to call in available proffered right-of-way and negotiate with property owners to minimize project costs. Our Team also coordinated the relocation of all utilities on the project. This included strategic planning with Dominion Virginia Power to maintain minimum clearance for Pacific Boulevard under the high voltage power transmission lines while also developing bridge construction and erection plans to maintain a safe working distance from these lines during bridge construction and setting beams.

**PROJECT SCOPE**

- Dual 129' long single-span bridges over the W&OD trail
- Two span 239' long bridge over Cabin Branch
- Five foot wide sidewalk along the east side of the roadway
- 10 foot wide trail on the west side of the roadway along with connections to the W&OD Trail
- 24’’ waterline betterment from Loudoun Water
- Modified design of MSE walls for the W&OD Trail Bridge
- 30’’ waterline for Loudoun Water
- Construction of sanitary sewer manholes and pipe for a future sanitary sewer line
- Empty conduits for future utilities and signals requested by adjacent property owners.
- 0.64-miles of 4-lane divided roadway

**SHIRLEY’S ROLE**

Shirley as the Design-Builder and Lead Contractor was responsible for all aspects of the project’s construction including roadway, bridge, maintenance of traffic, right-of-way acquisition, utility relocations, safety, public involvement, quality assurance and quality control, coordination with NVRPA, Loudoun County, local residents and businesses. Shirley also handled stakeholder coordination and public outreach, as well as overall project management, and coordination with other on-going projects within the corridor. Shirley was also the primary point of contact with the Owner, created and monitored the Project schedule, supported public outreach efforts, and had primary responsibility for environmental compliance.

**VERIFIABLE EVIDENCE OF GOOD PERFORMANCE**

1. Shirley coordinated with an adjacent property owner to obtain a right-of-entry agreement to allow construction of a 1300 LF temporary access road from Route 28 which allowed the project to comply with environmental commitments at the W&OD Trail, minimize anticipated environmental impacts at Cabin Branch and enabled the construction team to advance the construction of the Project ahead of schedule.

2. The majority of right-of-way was required from a single property owner which owned 75% of the Project’s length. Our Team and VDOT coordinated with the property owner to modify the design to accommodate the property owner’s future site plan needs. These plan changes and accommodations for the property owner facilitated the dedication of all proffered and non-proffered right-of-way from the property owner at no cost to VDOT, resulting in a project savings of over $3 million dollars.

3. The Shirley Team with Diversified Property Services performing the right-of-way scope were able to obtain negotiated settlement with all of the other property owners on the project further minimizing VDOT right-of-way administration costs that would have been required to settle certificates.

4. Our Team negotiated an arrangement with Dominion Virginia Power to allow Shirley to construct manholes and duct bank for the undergrounding of Dominion’s distribution lines under the W&OD Trail Bridges. Dominion provided materials and Shirley constructed the system allowing our Team to minimize the cost and schedule risks and ensured that the relocation was completed and overhead distribution lines removed to avoid delays to erection of the bulb-T beams at the W&OD Trail Bridges.

5. Project was completed and opened to traffic on time.

**SIMILARITIES TO THE PARK AND RIDE LOT AT I-66 / ROUTE 15 INTERCHANGE**

- Design-Build
- Roadway Construction
- Coordination with Stakeholders
- Experience of Team Working Together
- Right-of-Way Acquisition
- Environmental Permitting
- Utility Relocation
- Partnering
- Worked with Lead Designer – Dewberry
<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime/general contractor responsible for overall construction of the project.</th>
<th>c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Construction Contract Start Date</th>
<th>e. Construction Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fairfax County Parkway – Phase III Design-Build</td>
<td>Shirley Contracting Company, LLC</td>
<td>Name of Client: FHWA Eastern Federal Lands Highway Division (EFLHD)</td>
<td>Project Manager: Tim Brown</td>
<td>Phone: 703-339-5454</td>
<td>Email: <a href="mailto:timothy.brown@dot.gov">timothy.brown@dot.gov</a></td>
<td>September 2009</td>
</tr>
</tbody>
</table>

**Name:** Fairfax County Parkway – Phase III Design-Build

**Location:** Fairfax County, VA

**Project Narrative:**

In 2009, the Shirley/Dewberry design-build team was awarded the Fairfax County Parkway – Phase III contract. The specific section of the Parkway, between the Franconia-Springfield Parkway and Route 66, represented the final section of the Parkway that required completion to provide a continuous connection between Route 7 to the north and Route 1 to the south. Under contract to Eastern Federal Lands Highway Division (EFLHD), and with close coordination from VDOT, Fairfax County, and the U.S. Army, the project converted the existing Rolling Road into the Fairfax County Parkway. The existing roadway pavement was demolished and reconstructed and additional lanes were added to provide increased capacity and additional connections to the adjacent Franconia-Springfield and Barta Road Interchanges. Hooes Road was reconfigured to accommodate the new interchange ramp movements at Franconia-Springfield Parkway, and a new overpass was completed to maintain local road access over and around the final section of the Fairfax County Parkway.

Following design of the Phase III improvements but prior to construction completion, VDOT and EFLHD authorized a contract modification for the design and construction of a 533 space Park and Ride lot at the recently completed Barta Road Interchange. This Park and Ride facility (Saratoga Park & Ride) provided conventional parking spaces, motorcycle spaces, bus pick-up, layover areas, Kiss and Ride parking, and pick-up and drop-off areas. Bicycle lockers and bus shelters were provided, and parking lot lighting was designed and installed. Ingress and egress was provided via Bart Road, which required coordination with the on-going interchange construction activities being completed by others, and a slip ramp was constructed to provide direct access to southbound Fairfax County Parkway in order to provided more direct access to I-95.

**Project Scope:**

- Field surveys
- Environmental permitting and environmental document re-evaluation
- Traffic and operational analysis and documentation
- Roadway design of principal and local roadway facilities
- Park and Ride lot design
- Structural design (including the Hooes Road bridge over the Parkway)
- Hydraulic and stormwater management design
- Temporary traffic control and transportation management plan development
- Traffic signal design and timing plan development
- Lighting and electrical design
- Utility relocation designs (water, sewer, and overhead utility alignment development)
- Public meeting preparation, attendance, and support
- Sub-consultant oversight and coordination for aerial mapping, geotechnical testing and analysis, and utility designations and test pits

**Dewberry’s Role:**

As the lead engineer, Dewberry’s Fairfax, Virginia office was responsible for all services outlined in the “Project Scope” as well as coordination with sub-consultants and VDOT. In addition to providing all design services, Dewberry completed all field surveys and environmental documentation, including wetland delineations and preparation of permit application packages. During development of plans, and support in gaining approval of the environmental document re-evaluation, Dewberry prepared presentations and graphics for multiple public hearings, public meetings, and citizen outreach meetings. Dewberry’s lead engineering staff attended regular progress meetings with EFLHD, VDOT, and Fairfax County to obtain plan approval, and remained involved during construction by continuing to attend regular coordination meetings and review all as-built plans and RFRIs necessary for successful completion of the project. Virtually identical to the Park and Ride Lot at 1-66/Route 15 Interchange Project, Dewberry completed all design services for the new Saratoga Park and Ride lot at the Barta Interchange. Dewberry coordinated with Fairfax County for the bus shelter layout and coordinated with VDOT for the parking lot layout, location, and configuration of bus stops and access, and was responsible for all final design details.

**Verifiable Evidence of Good Performance:**

1. Based on good performance of our Team on the Phase III improvements, EFLHD and VDOT increased the contract time and scope to allow for completion of a new Park and Ride lot at the Barta Interchange, located at the southern end of the original project scope. This additional work was completed without additional private property impacts and without further impacts to the local roadway network. Our Team held a public hearing for the Park and Ride facility, completed the design, environmental permitting, and construction in just 11 months.

2. Original project scope was completed on-time and under budget, including additional activities necessary to obtain approval of environmental document re-evaluation.

3. During development of preliminary plans prior to award of the design-build contract award, we were notified that public meetings were very contentious and none of the adjacent residences agreed to the preliminary design roadway concept. By realigning the roadway and avoiding clearing adjacent to adjacent properties, and reconfiguring the interchange ramps at the Franconia-Springfield Parkway, our Team provided additional buffers to adjacent residential communities, installed noise barriers without directly impacting individual homeowner properties, and obtained acceptance of all adjacent communities prior to approval of the environmental document re-evaluation.
ATTACHMENT 4.2.6(b)
LEAD DESIGNER - WORK HISTORY FORM
(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location
b. Name of the prime/general contractor responsible for overall construction of the project.
c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.
d. Construction Contract Start Date
e. Construction Contract Completion Date (Actual or Estimated)
f. Contract Value (in thousands)
g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands)

Name: NGA Surface Lot Design-Build (Single Design Contract)
Location: Fairfax County, VA

Name of Client: National Geospatial-Intelligence Agency
Project Manager: A. R. "Tony" Anderegg, P.E.
Email: Anthony.R.Anderegg@nga.mil
Phone: (571) 557-3176

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th>Project Name &amp; Description</th>
<th>Contract Start Date</th>
<th>Contract Completion Date</th>
<th>Contract Value (Original)</th>
<th>Contract Value (Actual or Estimated)</th>
<th>Design Fee (in thousands)</th>
</tr>
</thead>
</table>

h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subconsultant. The Work History Form shall include only one singular project. Projects with multiple phases, segments, elements, and/or contracts shall not be considered a single project. If a project listed includes multiple phases, segments, elements, and/or contracts, the Offeror’s Proposal may be rendered non-responsive.

In any case, only the first phase, segment, element, and/or contract listed will be evaluated.

PROJECT NARRATIVE

The U.S. Army Corps of Engineers, Baltimore District (CENAB) required design-build services for the design and construction of a paved surface parking lot to support 900 vehicles. The project provided a parking lot that fulfills the majority of NCE’s 979-space shortfall of authorized employee parking spaces and consolidated existing overflow parking areas. By providing a paved, lighted facility with appropriate stormwater management features, the implementation of the proposed project improved the safety of drivers and pedestrians, and minimized environmental impacts from erosion. The proposed project was needed because the existing overflow parking areas were unsuitable for continued use by NCE employees. The unpaved and unlit conditions of the existing lots presented unnecessary hazards to drivers and pedestrians, and the unpaved condition of both lots resulted in environmental impacts that could be otherwise minimized, further necessitating the proposed improvements.

The project included site development, a new asphalt parking lot, pedestrian connections, two pedestrian bridges, storm drainage, site lighting and a temporary 2 acre gravel parking lot for parking during construction. Stormwater management was addressed with the modification of an existing sediment basin to a permanent stormwater management facility and with the use of permeable pavement for all parking spaces to promote stormwater infiltration. Dewberry also provided the design and details for the foundations (abutments) for two pre-fabricated pedestrian bridges which span over the stormwater basin.

VERIFIABLE EVIDENCE OF GOOD PERFORMANCE

As evidence of Dewberry’s work on the project, the client’s Project Manager, Mr. Tony Anderegg, provided the following quote on March 31, 2016:

“I have been very pleased with the performance of Dewberry on multiple projects here at the NGA campus and on the larger Fort Belvoir North Area site. Dewberry was involved in the infrastructure design for several projects at Fort Belvoir North Area for NGA’s BRAC megaproject; they worked with Kiewit on the design/build project for the NCE Revegetation/Erosion Stabilization project; and, currently, Dewberry is working with Greenway Enterprises on the design/build NCE Parking Lot project.

Dewberry has consistently provided well-developed engineering solutions that included consideration of cost and schedule implications. Due to the nature of the work (NGA is a tenant agency on an Army base and we use the Army Corps of Engineers as our contracting agent), the projects have had multiple stakeholders with direct involvement and, sometimes, conflicting interests. Dewberry has demonstrated their ability to understand the concerns of each of the stakeholders and to work collaboratively with them to develop sound solutions.

Currently, Dewberry is working on the NCE Parking Lot project which will provide suitable overflow parking to meet our substantial parking shortage. The completion of this project is a significant workplace issue for our employees and, because of that, it is of great importance to our agency director. From the project’s start, I have stressed the importance of achieving the project’s completion date. Dewberry has taken that message to heart - their submissions have been prompt even when the government review periods have exceeded their durations.”

Dewberry’s Role

As the lead engineer, Dewberry’s Fairfax, Virginia office was responsible for all design services outlined in the “Project Scope”, coordination with Fort Belvoir, and environmental permitting. In addition to providing all design services, Dewberry completed all field surveys and environmental documentation, including wetland delineations and preparation of permit application packages. Dewberry’s lead engineering staff attended regular progress meetings with the NGA and Fort Belvoir to obtain plan approval, and remained involved during construction by continuing to attend regular coordination meetings and review all submittals, shop drawings, and RFIs necessary for successful completion of the project.

PROJECT SCOPE

- Field surveys
- Environmental permitting and environmental document re-evaluation
- Traffic and operational analysis and documentation
- Parking lot design
- Structural design
- Hydraulic and stormwater management design
- Temporary traffic control and transportation management plan development
- Traffic signal design and timing plan development
- Lighting and electrical design
- Utility relocation designs
- Two bus shelters to accommodate shuttle bus routes

PROJECT MANAGER

William Prince, PE

November 9, 2016

SIMILARITIES TO THE PARK AND RIDE LOT AT L-66/RUT 15 INTERCHANGE

- Design-Build Delivery
- Field Survey and Base Mapping
- Environmental Permitting
- Geotechnical Investigations
- Park and Ride Lot Design
- Roadway Design
- Structural and Bridge Design
- Hydraulic Design
- Traffic Control, TMP, and Signal Design
- Pedestrian Accommodations
- Utility Relocation Design
- Quality Assurance/Quality Control
- Project Management
### Similarities To The Park and Ride Lot at I-66 / Route 15 Interchange

- Design-build delivery
- Parking lot design
- Design of an access road between the existing public road and new parking lot
- Multi-agency coordination
- Pedestrian and bicycle access improvements
- Utility relocation designs
- Environmental Permitting
- Temporary traffic control plan development
- Worked with Lead Contractor – Shirley

### Project Narrative

In 2002, the design-build team of Shirley and Dewberry were awarded the contract for the Route 28 PPTA Improvements project. The initial contract scope included design and construction of six grade separated interchanges on Route 28 (Westfields Boulevard, Air & Space Parkway, McLean Road, Route 606, Sterling Boulevard, and Waxpool/Church Road). Due to the success of the original six interchanges, the Route 28 Tax District, VDOT, Loudoun County and Fairfax County added the final four interchanges to the contract (Willard Road, Frying Pan Road, Innovation Avenue, and Nokes Boulevard) as well as the widening and reconstruction of Centreville Road, widening and reconstruction of Loudoun County Parkway, and extension of Atlantic Boulevard.

As part of the Route 28/Nokes Boulevard Interchange, a replacement parking lot for the W&OD Trail was required to be constructed due to the closure of access to the existing lot adjacent to Route 28. Based on coordination with the adjacent property owner, a new parking lot location adjacent to the on-going Pacific Boulevard design-build project (also completed by the Shirley-Dewberry Team) was identified. Dewberry completed the design of the new parking lot, including the access road to provide a connection to Pacific Boulevard. The parking increased the parking capacity to 69 spaces, including four horse trailer parking spaces. A shared use path connection was also provided directly to the shelter layout and coordinated with VDOT for the parking lot layout, location and configuration of bus stops and access, and was responsible for all final design details.

### Dewberry’s Role

As the lead engineer, Dewberry’s Fairfax, Virginia office was responsible for all services outlined in the “Project Scope” as well as coordination with subconsultants and VDOT. In addition to providing all design services, Dewberry completed all field surveys and environmental documentation, including wetland delineations and preparation of permit application packages. During development of the plans, and in support of gaining approval of the environmental document re-evaluation, Dewberry prepared presentations and graphics for multiple public hearings, public meetings, and citizen outreach meetings. Dewberry’s lead engineering staff attended regular progress meetings with EFLHD, VDOT, and Fairfax County to obtain plan approval, and remained involved during construction by continuing to attend regular coordination meetings and review all submittals, shop drawings, and RFI’s necessary for successful completion of the project.

Virtually identical to the Park and Ride Lot at I-66/Route 15 Interchange Project, Dewberry completed all design services for the new Saratoga Park & Ride lot at the Barta Interchange. Dewberry coordinated with Fairfax County for the bus shelter layout and coordinated with VDOT for the parking lot layout, location and configuration of bus stops and access, and was responsible for all final design details.

### Verifiable Evidence of Good Performance

1. An optimal layout of the parking lot was developed which nearly doubled the capacity of the parking lot as compared to the existing lot adjacent to Route 28, and incorporated horse trailer parking in recognition of the type of use of the existing lot.
2. Successful completion of each phase of the project led each of the involved agencies to identify additional funding to allow completion of additional work, including all of the interchanges and widening of Route 28 to 8-lanes.
3. Forward thinking to accommodate widening to 8 and 10-lanes on Route 28 without the need to reconstruct either bridges over Route 28 which will reduce future construction costs and avoid impacts to the traveling public.
4.2.7 - Conceptual Roadway Plans
LEGEND

1. 7" Asphalt Concrete, Type SM-475A @ 115 lbs/sq yd
2. 3" Asphalt Concrete, Type BM-25.0A
3. 4" Hydraulic Cement Concrete, Class A3
4. 2" Asphalt Concrete, Type IM-19.0A @ 230 lbs/sq yd
5. 12'-14" Left Turn Lanes
6. 12'-16" Thru Lanes

KISS & RIDE PAVEMENT SECTION

BUS LOOP PAVEMENT SECTION

ACCESS ROAD PAVEMENT SECTION

CONCRETE SIDEWALK PAVEMENT SECTION

ACCESS ROAD VERTICAL CURVE DATA TABLE

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<thead>
<tr>
<th>Profile Design Element</th>
<th>Value</th>
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<tbody>
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<td>Min. K-Value (Crest)</td>
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<tr>
<td>Min. Stopping Sight Distance (ft)</td>
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Response to Request for Proposals

PARK AND RIDE LOT AT I-66/ROUTE 15 INTERCHANGE
(IN THE NORTHEAST QUADRANT)
Town of Haymarket and Prince William County, Virginia

State Project No.: PR15-076-236
Federal Project No.: STP-5A01(767)
Contract ID Number: C00109486DB99

PRICE PROPOSAL

Submitted By:
SHIRLEY CONTRACTING COMPANY, LLC
In Association With:
Dewberry
ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: Park and Ride Lot at I-66/Route 15 Interchange
Contract ID Number: C00109486DB99

Contents of Price Proposal:

- Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.3.1)
- Price Adjustment Information and Forms for Fuel and Asphalt, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)
- Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications
- Sworn Statement Forms (C-104, C-105, Attachments 4.3.4(a) and 4.3.4(b))
- CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file
4.3.1 - Cost Breakdown Summary
4.3.1 Offeror shall specify the pricing information for the items below, the dollars amount shall be in whole numbers:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Design Services, LS</td>
<td>$705,000.00</td>
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<td>Construction Services (exclude QA/QC), LS</td>
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<tr>
<td>Quality Assurance (QA) (Construction), LS</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Quality Control (QC) (Construction), LS</td>
<td>$190,000.00</td>
</tr>
</tbody>
</table>

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

Lump Sum (LS): Five Million Sixty Six Thousand and Fifteen Dollars ($5,666,015.00)

Signature: ___________________________ Date: 9/8/17

Design-Builder: Shirley Contracting Company, LLC

Vendor No.: S018
4.3.2 - Adjustments to Asphalt and Fuel Prices
EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

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

July 6, 2017

All asphalt material listed in the attached “Master Listing of Asphalt Material Items Eligible for Price Adjustment” will be adjusted in accordance with the provisions as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. Any item added through a Work Order which contains Asphalt Material will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

Each month, the Department will publish an average state-wide PG 64S-22 f.o.b. price per ton and an average PG 64E-22 f.o.b. price per ton developed from the average terminal prices provided to the Department from suppliers of asphalt cement to contractors doing work in Virginia. The Department will collect terminal prices from approximately 12 terminals each month. These prices will be received once each month from suppliers on or about the last weekday of the month. The high and low prices will be eliminated and the remaining values averaged to establish the average statewide price for the following month. That monthly state-wide average price will be posted on the Scheduling and Contracts Division website on or about the first weekday of the following month. In the event the average prices were to change 10 percent or more of the Base Index during the middle of the month, the Design Builder can submit a letter to the Department and the supplier that provides evidence of the difference in price. Upon receipt of the letter consideration will be given to extend additional adjustments as deemed necessary.

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

The amount of adjustment applied will be based on the difference between the Price Proposal/Contract Base Index and the Current Index for the applicable calendar month during which the work is performed. Calculations must be done for each type of Asphalt Material put in place each month, whether the Current Index is higher or lower than the Base Index. The calculation for the adjustment shall be shown as follows:

\[ A = Q \times \%AC \times IC \]

Where:
- \( A = \) Asphalt Adjustment Dollar Amount
- \( Q = \) Quantity of Asphalt Material put in place during the month
- \( \%AC = \% \) of Asphalt Cement in the Asphalt Material as specified in the Job Mix Formula
- \( IC = \) Numeric Dollar Difference, either positive or negative, between the Base Index and Current Index

Example Calculation for Negative Price Adjustment (Credit back to VDOT):
7,500 Tons of SM-12.5A put in place during the month (Q), Job Mix is 6.1% Asphalt Cement for SM-12.5A (%AC), Base Index for the Contract is $515/Ton, Current Index is $500/Ton, Difference of - $15.00/Ton (IC)

\[ 7,500 \text{ Tons SM-12.5A} \times 6.1\% \times -$15.00/\text{Ton} = -$6,862.50 \text{ Adjustment Amount} \]

Example Calculation for Positive Price Adjustment (Paid to the Design-Build):
10,000 Tons of BM-25.0A put in place during the month (Q), Job Mix is 5.2% Asphalt Cement for BM-25.0A (%AC), Base Index for the Contract is $515/Ton, Current Index is $560/Ton, Difference of + $45.00/Ton (IC)

\[ 10,000 \text{ Tons BM-25.0A} \times 5.2\% \times +$45.00/\text{Ton} = +$23,400.00 \text{ Adjustment Amount} \]
Adjustment of any asphalt material item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22 or PG 70-28, will be based on the indexes for PG 64-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

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

Price adjustment will be shown as a separate entry on the monthly application of payment for work packages completed; however, such adjustment will not be included in the total cost of the work for progress determination or for extension of contract time. Items the Design-Builder claims in its application of payment for asphalt adjustments must include supporting calculations certified by the Quality Assurance Manager (QAM). These calculations must be completed relative to the calendar month under which the work was performed and shall be submitted for either positive or negative adjustment.

Any apparent attempt to unbalance bids in favor of items subject to price adjustment or failure to submit required cost and price data as noted hereinbefore may result in rejection of items for asphalt adjustment.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>SPECIFICATION</th>
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<td>16144</td>
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<td>16161</td>
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<td>Item</td>
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<td>Unit</td>
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<td>16342</td>
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<td>315</td>
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<tr>
<td>16345</td>
<td>Asphalt Concrete Ty. SM-9.5E (76-22)</td>
<td>Ton</td>
<td>315</td>
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<tr>
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<td>16365</td>
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<td>315</td>
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<td>16500</td>
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<td>Ton</td>
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<td>Surf.Preparation &amp; Restoration Type II</td>
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<td>Surf.Preparation &amp; Restoration Type III</td>
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<td>68240</td>
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EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

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

June 30, 2011
(Revised) November 5, 2012

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X I elect to use this provision

I elect not to use this provision

Date: 9/8/17

Signature: [Signature]

Design-builder Shirley Contracting Co., LLC

Vendor No.: S018
4.3.3 - Proposal Guaranty
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE

SHERLEY CONTRACTING COMPANY, LLC

As principal, and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety, are held and firmly bound unto the

Commonwealth of Virginia as obligee, in the amount of FIVE PERCENT OF THE DOLLAR VALUE OF THE
BID, lawful money of the United States of America, for the payment of which, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly
by these presents.

SIGNED, sealed and dated this 8TH Day of SEPTEMBER, 2017.

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

PROJECT NUMBER:

CONTRACT ID NUMBER: CO01094809
A DESIGN-BUILD PROJECT
PARK AND RIDE LOT AT I-66/ROUTE 15 INTERCHANGE
(IN NORTHEAST QUADRANT) TOWN OF HAYMARKET
AND PRINCE WILLIAM COUNTY, VIRGINIA

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

SHERLEY CONTRACTING COMPANY, LLC

By:

Daniel E. Clymore
Vice President

(Principal*)

By:

(Officer, Partner or Owner) (Seal)

(Officer, Partner or Owner) (Seal)

By:

(Principal*)

(Officer, Partner or Owner) (Seal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By:

DIANA L. PARKER, (Attorney-in-Fact**) (Seal)

ONE TOWER SQUARE, HARTFORD, CT 06183

(Address)

By:

(Officer, Partner or Owner) (Seal)

(Officer, Partner or Owner) (Seal)

By:

(Principal*)

(Officer, Partner or Owner) (Seal)

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

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

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

**Attach copy of Power of Attorney
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company’s name and seal with the Company’s seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company’s seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of September, 2017.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Certificate No. 007258824

Attorney-In Fact No. 232261

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Diana L. Parker, Karen C. Bowling, and Terry D. Reynolds

of the City of Columbia, State of Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 8th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.

Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.
4.3.4 - Sworn Statement Forms
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: PR15-076-236

FHWA: STP-5A01(767)

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

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

AFFIDAVIT

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

Signed at Fairfax, VA County (City), STATE Shirley Contracting Company, LLC (Name of Firm)

STATE of Virginia COUNTY (CITY) of Fairfax

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

Subscribed and sworn to before me this 8th day of September __________, 20 __________ My Commission expires 11/30/2020

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

Signed at __________ County (City), STATE

(Name of Firm) By: (Signature) Title (print)
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: PR15-076-236

FHWA: STP-5A01(767)

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

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

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>Location of Principal Office</th>
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</thead>
<tbody>
<tr>
<td>VTCA</td>
<td>620 Moorefield Park Drive, Richmond, VA 23236</td>
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<tr>
<td>HCCA</td>
<td>10756B Ambassador Dr., Manassas, VA 20110</td>
</tr>
</tbody>
</table>

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

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

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

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

(Continued)
ORDER NO.:  
CONTRACT ID. NO.:  

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

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

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

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

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

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

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

Signed at Fairfax, VA, County (City), STATE of Virginia, this 8th day of September, 2017, By:  
(Vice-President Title (print))

Shirley Contracting Company, LLC  
(Name of Firm)

STATE of Virginia  
COUNTY (CITY) of Fairfax  
To-wit:

1. Jessica Palma, County(City) aforesaid, hereby certify that this day personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 8th day of September, 2017, My Commission expires 11/30/2020