RESPONSE TO REQUEST FOR PROPOSALS

Gloucester Parkway Extension

A DESIGN-BUILD PROJECT

FROM: LOUDOUN COUNTY PARKWAY
TO: PACIFIC BOULEVARD
LOUDOUN COUNTY, VIRGINIA

State Project No.: 2150-053-052, UPC No.:104418
Contract ID Number: C00104418DB68

Submitted To: VDOT
Submitted By: SHIRLEY CONTRACTING COMPANY, LLC
In Association With: Dewberry
Offerors shall furnish a copy of this Letter of Submittal Checklist, with the page references added, with the Letter of Submittal.

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<th>Letter of Submittal Component</th>
<th>Form (if any)</th>
<th>RFP Part 1 Cross Reference</th>
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<td>Letter of Submittal on Offeror’s letterhead</td>
<td>NA</td>
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<td>Offeror’s full legal name and address</td>
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<td>Authorized representative’s original signature</td>
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<td>Declaration of intent</td>
<td>NA</td>
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<td>120 day declaration</td>
<td>NA</td>
<td>Section 4.1.3</td>
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<td>Point of Contact information</td>
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<td>Principal Officer information</td>
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<td>Executed Proposal Payment Agreement or Waiver of Proposal Payment</td>
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<td>Written statement that Offeror’s proposed concept included in</td>
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<td>Section 4.1.9</td>
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<td>Letter of Submittal Component</td>
<td>Form (if any)</td>
<td>RFP Part 1 Cross Reference</td>
<td>Page Reference</td>
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<td>the Attachments to the LOS is fully compliant with the Design Criteria Table and all other requirements of the RFP</td>
<td>NA</td>
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<td>Certification that the proposed limits of construction are located within the right-of-way limits shown on RFP plans</td>
<td>NA</td>
<td>Section 4.1.9</td>
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<td>Written statement of percent DBE participation</td>
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<td>Section 4.1.10</td>
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<td>Certification that the information provided in the SOQ submittal remains true and accurate or indicates that any requested changes were previously approved by VDOT</td>
<td>NA</td>
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<td>Organizational chart with any updates since the SOQ submittal clearly identified</td>
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<td>Revised narrative when organizational chart includes updates since the SOQ submittal</td>
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<td>Conceptual Roadway Plans – Plan View</td>
<td>NA</td>
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<td>22-27</td>
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<td>Conceptual Roadway Plans – Typical Sections</td>
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<td>Conceptual Structural Plans – Elevation View</td>
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<td>Proposal Schedule Narrative</td>
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<td>Section 4.2.4.2</td>
<td>39-42</td>
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<td>Proposal Schedule in electronic format (CD- or DVD-ROM)</td>
<td>NA</td>
<td>Section 4.2.4</td>
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</table>
ATTACHMENT 3.6

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. C00104418DB68
PROJECT NO.: 2150-053-052

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 3.6, 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 December 19, 2013 – Addendum #1
   (Date)

3. Cover letter of
   (Date)

SIGNATURE

DATE 1/15/14

PRINTED NAME

TITLE
4.1 LETTER OF SUBMITTAL
January 16, 2014

Mr. Kevin Reichert, P.E.
Virginia Department of Transportation
Annex Building, 8th Floor
1401 East Broad Street
Richmond, VA 23219

RE: Gloucester Parkway Extension
   From: Loudoun County Parkway
   To: Pacific Boulevard
   Loudoun County, Virginia, Contract ID Number C00104418DB68
   Section 4.1 - Letter of Submittal

Dear Mr. Reichert:

Shirley Contracting Company, LLC, (Shirley) 8435 Backlick Road, Lorton, Virginia 22079, as the Offeror, is pleased to submit this Letter of Submittal for the Gloucester Parkway Extension Design-Build Project (the Project) to the Virginia Department of Transportation (VDOT). Together with Dewberry Consultants LLC as the Engineer of Record, we will provide VDOT and the traveling public with an unequaled level of assurance that the Project will be completed successfully and will exceed the priorities established.

Offeror’s Intent: Should VDOT select Shirley for award of the Gloucester Parkway Extension Project, Shirley will enter into a contract with VDOT for the Project in accordance with the terms of the Request for Proposals.

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

Our Point of Contact is:
Mr. Garry A. Palleschi
Vice President
Shirley Contracting Company, LLC
8435 Backlick Road
Lorton, Virginia 22079
(P) 703-550-8100 (F) 703-550-7899
gpalleschi@shirleycontracting.com

Our Principal Officer is:
Mr. Michael E. Post
President/CEO/Manager
Shirley Contracting Company, LLC
8435 Backlick Road
Lorton, Virginia 22079
(P) 703-550-8100 (F) 703-550-7899
mpost@shirleycontracting.com

Final Completion Date: The Final Completion Date will be August 5, 2016
Proposal Payment Agreement: An executed Proposal Payment Agreement is included as an attachment to this Letter of Submittal.

Certification Regarding Debarment: Certification Regarding Debarment Forms are also included as an attachment to this Letter of Submittal.

The proposed project design concept that is included with this Letter of Submittal is fully compliant with the Design Criteria Table included in the RFP Technical Requirements (Part 2) as Attachment 2.3 and all other requirements of the RFP. We certify that the proposed limits of construction to include all stormwater management facilities are located within the right-of-way limits shown on the RFP plans with the exception of permanent and temporary easements and that our design concept does not require Design Exceptions and/or Design Waivers unless they are identified or included in the RFP or Addendum.

I am providing the following statement demonstrating our commitment to the project’s DBE goals:
I personally commit to VDOT that Shirley will achieve a DBE participation goal of 6% for the entire value of the contract:

Michael E. Post
President/CEO/Manager
Shirley Contracting Company, LLC

On behalf of our Team, we thank the Virginia Department of Transportation for the opportunity to submit this Letter of Submittal in response to your Request for Proposals.

Sincerely,

Michael E. Post
President/CEO/Manager
Shirley Contracting Company, LLC

Attachments:
Proposal Payment Agreement
Certification Regarding Debarment Forms
ATTACHMENT 9.3.1
PROPOSAL PAYMENT AGREEMENT

THIS PROPOSAL PAYMENT AGREEMENT (this "Agreement") is made and entered into as of this 16th day of January, 2014, by and between the Virginia Department of Transportation ("VDOT"), and Shirley Contracting Company, LLC ("Offeror").

WITNESSETH:

WHEREAS, Offeror is one of the entities who submitted Statements of Qualifications ("SOQs") pursuant to VDOT's June 6, 2013 Request for Qualifications ("RFQ") and was invited to submit proposals in response to a Request for Proposals ("RFP") for the Gloucester Parkway Extension, Project No. 2150-053-052 ("Project"), under a design-build contract with VDOT ("Design-Build Contract"); and

WHEREAS, as part of the procurement process for the Project, Offeror has already provided and/or furnished to VDOT, and may continue to provide and/or furnish to VDOT, certain intellectual property, materials, information and ideas, including, but not limited to, such matters that are: (a) conveyed verbally and in writing during proprietary meetings or interviews; and (b) contained in, related to or associated with Offeror's proposal, including, but not limited to, written correspondence, designs, drawings, plans, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids (collectively "Offeror's Intellectual Property"); and

WHEREAS, VDOT is willing to provide a payment to Offeror, subject to the express conditions stated in this Agreement, to obtain certain rights in Offeror's Intellectual Property, provided that Offeror submits a proposal that VDOT determines to be responsive to the RFP ("Offeror's Proposal"), and either (a) Offeror is not awarded the Design-Build Contract; or (b) VDOT cancels the procurement or decides not to award the Design-Build Contract to any Offeror; and

WHEREAS, Offeror wishes to receive the payment offered by VDOT, in exchange for granting VDOT the rights set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the parties agree as follows:
1. **VDOT’s Rights in Offeror’s Intellectual Property.** Offeror hereby conveys to VDOT all rights, title and interest, free and clear of all liens, claims and encumbrances, in Offeror’s Intellectual Property, which includes, without restriction or limitation, the right of VDOT, and anyone contracting with VDOT, to incorporate any ideas or information from Offeror’s Intellectual Property into: (a) the Design-Build Contract and the Project; (b) any other contract awarded in reference to the Project; or (c) any subsequent procurement by VDOT. In receiving all rights, title and interest in Offeror’s Intellectual Property, VDOT is deemed to own all intellectual property rights, copyrights, patents, trade secrets, trademarks, and service marks in Offeror’s Intellectual Property, and Offeror agrees that it shall, at the request of VDOT, execute all papers and perform all other acts that may be necessary to ensure that VDOT’s rights, title and interest in Offeror’s Intellectual Property are protected. The rights conferred herein to VDOT include, without limitation, VDOT’s ability to use Offeror’s Intellectual Property without the obligation to notify or seek permission from Offeror.

2. **Exclusions from Offeror’s Intellectual Property.** Notwithstanding Section 1 above, it is understood and agreed that Offeror’s Intellectual Property is not intended to include, and Offeror does not convey any rights to, the Escrow Proposal Documents submitted by Offeror in accordance with the RFP.

3. **Proposal Payment.** VDOT agrees to pay Offeror the lump sum amount of **Ten Thousand and 00/100 Dollars ($10,000.00)** (“Proposal Payment”), which payment constitutes payment in full to Offeror for the conveyance of Offeror’s Intellectual Property to VDOT in accordance with this Agreement. Payment of the Proposal Payment is conditioned upon: (a) Offeror’s Proposal being, in the sole discretion of VDOT, responsive to the RFP; (b) Offeror complying with all other terms and conditions of this Agreement; and (c) either (i) Offeror is not awarded the Design-Build Contract, or (ii) VDOT cancels the procurement or decides not to award the Design-Build Contract to any Offeror.

4. **Payment Due Date.** Subject to the conditions set forth in this Agreement, VDOT will make payment of the Proposal Payment to the Offeror within forty-five (45) days after the later of: (a) notice from VDOT that it has awarded the Design-Build Contract to another Offeror; or (b) notice from VDOT that the procurement for the Project has been cancelled and that there will be no Contract Award.

5. **Effective Date of this Agreement.** The rights and obligations of VDOT and Offeror under this Agreement, including VDOT’s ownership rights in Offeror’s Intellectual Property, vests upon the date that Offeror’s Proposal is submitted to VDOT. Notwithstanding the above, if Offeror’s Proposal is determined by VDOT, in its sole discretion, to be nonresponsive to the RFP, then Offeror is deemed to have waived its right to obtain the Proposal Payment, and VDOT shall have no obligations under this Agreement.
6. **Indemnity.** Subject to the limitation contained below, Offeror shall, at its own expense, indemnify, protect and hold harmless VDOT and its agents, directors, officers, employees, representatives and contractors from all claims, costs, expenses, liabilities, demands, or suits at law or equity ("Claims") of, by or in favor of or awarded to any third party arising in whole or in part from: (a) the negligence or wilful misconduct of Offeror or any of its agents, officers, employees, representatives or subcontractors; or (b) breach of any of Offeror’s obligations under this Agreement, including its representation and warranty under Section 8 hereof. This indemnity shall not apply with respect to any Claims caused by or resulting from the sole negligence or wilful misconduct of VDOT, or its agents, directors, officers, employees, representatives or contractors.

7. **Assignment.** Offeror shall not assign this Agreement, without VDOT’s prior written consent, which consent may be given or withheld in VDOT’s sole discretion. Any assignment of this Agreement without such consent shall be null and void.

8. **Authority to Enter into this Agreement.** By executing this Agreement, Offeror specifically represents and warrants that it has the authority to convey to VDOT all rights, title, and interest in Offeror’s Intellectual Property, including, but not limited to, those any rights that might have been vested in team members, subcontractors, consultants or anyone else who may have contributed to the development of Offeror’s Intellectual Property, free and clear of all liens, claims and encumbrances.

9. **Miscellaneous.**

   a. Offeror and VDOT agree that Offeror, its team members, and their respective employees are not agents of VDOT as a result of this Agreement.

   b. Any capitalized term used herein but not otherwise defined shall have the meanings set forth in the RFP.

   c. This Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

   d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the Commonwealth of Virginia, validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

   e. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: ____________________________

Name: __________________________

Title: __________________________

[Insert Offeror's Name] Shirley Contracting Company, LLC

By: ____________________________

Name: Michael E. Post

Title: President/CEO/Manager
ATTACHMENT 11.8.6(a)  
CERTIFICATION REGARDING DEBARMENT  
PRIMARY COVERED TRANSACTIONS

Project No.: 2150-053-052

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]  1/16/14  [President/CEO/Manager]  [Date]  [Title]

Shirley Contracting Company, LLC

Name of Firm
ATTACHMENT 11.8.6(b)  
CERTIFICATION REGARDING DEBARMENT  
LOWER TIER COVERED TRANSACTIONS

Project No.: 2150-053-052

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]  1/15/14  [Name of Firm]
[Title]  Dewberry Consultants, LLC

[Date]
ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 2150-053-052

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: ____________________________  Date: January 9, 2014  President: ____________________________  Title: ____________________________

Quinn Consulting Services, Inc.

Name of Firm
ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 2150-053-052

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] [January 2, 2014] [Vice President]
Signature Date Title

Specialized Engineering

Name of Firm
ATTACHMENT 11.3.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 2150-053-052

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] 1/14/13 [Title]
Signature Date Title

[Name of Firm]

[Name of Firm]
ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 2150-053-052

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]
[Date] [Title]

[Name of Firm]

ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 2150-053-052

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] 1/13/14  Vice President  [Date]  [Title]

Quantum Spatial, Inc.
Name of Firm
ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 2150-053-052

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 _______________________________  Date 17/8/2014

President

Title

Diversified Property Services, Inc.

Name of Firm
ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 2150-053-052

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] 1.2.14
Signature  Date  Title

Old Dominion Settlement Fund, I/A Key Title
Name of Firm
4.2.1 Organizational Chart & Key Personnel
4.2.1 ORGANIZATIONAL CHART
The Project Organizational Chart below identifies the “chain of command” and major functions to be performed and their reporting relationships in managing, designing and constructing the Project, including quality control/quality assurance. We confirm that the organizational chart (shown below) and Key Personnel as contained in our Statement of Qualifications remain true and accurate, except for the following: AeroMetric, Inc. has officially changed their business name to Quantum Spatial, Inc. VDOT was notified of this change on January 14, 2014. As there have been no changes to the organizational chart, an updated narrative is not applicable.
4.2.2 Conceptual Roadway Plans
These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way.
These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way.
Note:
1. The exterior railing on sidewalks or SUP does not need to be crash tested and shall only satisfy pedestrian and bicycle requirements with a height of 4'-6".

2. The exterior railing on sidewalks or SUP does not need to be crash tested and shall only satisfy pedestrian and bicycle requirements with a height of 4'-6".

3. The exterior railing on sidewalks or SUP does not need to be crash tested and shall only satisfy pedestrian and bicycle requirements with a height of 4'-6".

4. The exterior railing on sidewalks or SUP does not need to be crash tested and shall only satisfy pedestrian and bicycle requirements with a height of 4'-6".

5. The exterior railing on sidewalks or SUP does not need to be crash tested and shall only satisfy pedestrian and bicycle requirements with a height of 4'-6".

6. The exterior railing on sidewalks or SUP does not need to be crash tested and shall only satisfy pedestrian and bicycle requirements with a height of 4'-6".
1. This portion of the slab shall be cast with the closure diaphragm.

2. Elastomeric expansion joint or tooth expansion joint will be provided as required during final design.

3. Foundation type will be determined during final design after the final geotechnical investigation has been completed. Foundation types may include drilled shafts, steel H-piles, or spread footings.

Notes:

1. Elastomeric expansion joint or tooth expansion joint will be provided as required during final design.

2. Expansion joint, see Note 2.

3. Expansion joint, see Note 2.
### Environmental Permits

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### Joint Wetlands and Waters Permit

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### VSMP Permit

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### Acquisitions by Proffer

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### Acquisitions by Eminent Domain

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### Exhibit 4.2.4.1 - Proposal Schedule

**Gloucester Parkway Extension Design-Build Project**

**State Project No. 2150-053-052**

Shirley Contracting Company, LLC

© Primavera Systems, Inc.
Acquisitions by Settlement

- **Submit Option/Settlement Documents to VDOT**: 03OCT14 251d
- **Certificate Filed at Courthouse**: 24MAR15 39d
- **Property Cleared for Construction & Utilities**: 25MAR15 39d

Utility Relocations

- **Construction Protection Slab**: 29MA Y15 0
- **Obtain Signed Option**: 15MAR14 200d
- **Provide Notice to VDOT of Cleared Liens**: 13FEB15 200d
- **Obtain Release of Liens**: 26JUN15 54d
- **Certificate Filed at Courthouse**: 23AUG15 1 1 1d
- **Property Cleared for Construction & Utilities**: 29MA Y15 0
- **VDOT Review of Settlement Documents**: 05DEC14 343d
- **VDOT Review/Issues Certificates & Check**: 03NOV14
- **VDOT Review/Approve P&E**: 26FEB15 0
- **VDOT Review/Approve P&E**: 19OCT15 35d
- **VDOT Issues Settlement Check**: 31OCT14 1 1 1d
- **Certificate Filed at Courthouse**: 23AUG15 1 1 1d
- **Property Cleared for Utilities**: 25MAR15 39d
- **VDOT Review/Approve P&E**: 21SEP14 200d
- **VDOT Review/Approve P&E**: 01JUN14 200d
- **Utility Relocations at Loudoun County Parkway**: 25MAR15 39d
- **VDOT Review/Approve P&E**: 22AUG15 200d
- **VDOT Review/Approve P&E**: 15MAR14 291d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
- **VDOT Review/Approve P&E**: 26AUG15 200d
### West Gloucester Roadway Approach

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<td>Establish E&amp;S Controls</td>
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<td>29MAR16</td>
<td>04JUL16</td>
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<td>7106</td>
<td>Clear and Grub</td>
<td>0d</td>
<td>01MAR16</td>
<td>29MAR16</td>
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<tr>
<td>7107</td>
<td>Construct Temporary Bridge Access</td>
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<td>08JUL16</td>
<td>01MAR16</td>
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<td>7108</td>
<td>Earthworks to Subgrade</td>
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<td>01SEP16</td>
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<td>7109</td>
<td>Storm Sewer</td>
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<td>25MAR16</td>
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<td>7110</td>
<td>Fine Grade</td>
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<td>7111</td>
<td>Place Asphalt Subbase 21-B</td>
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<td>7118</td>
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### Bridge over Broad Run

**Abutment A’**

<table>
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<tr>
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<td>7272</td>
<td>Excavate for Grade Beams</td>
<td>0d</td>
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<tr>
<td>7273</td>
<td>Form, Reinf, Place Concrete Grade Beams</td>
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<td>05AUG15</td>
<td>05AUG15</td>
<td>0d</td>
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<td>7274</td>
<td>Form, Reinf, Place Concrete Stems</td>
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<tr>
<td>7275</td>
<td>Form, Reinf, Place Concrete Backwalls</td>
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**Abutment B’**

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<td>7282</td>
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<td>7283</td>
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<td>7284</td>
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<td>02SEP15</td>
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**Pier 1**

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### Exhibit 4.2.4.1 - Proposal Schedule

**Gloucester Parkway Extension Design-Build Project**

**State Project No. 2150-053-052**

**Shirley Contracting Company, LLC**

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4.2.4.2 Proposal Schedule Narrative

**PROJECT MILESTONES**

Our Team's Preliminary Proposal Schedule is included as Exhibit 4.2.4.1 and identifies our plan and sequence of work for all phases of the design-build process. It includes and is based on the following project Milestones as shown in Table 1 below:

<table>
<thead>
<tr>
<th>Milestone</th>
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<tr>
<td>Notice of Intent to Award Date</td>
<td>January 31, 2014</td>
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<tr>
<td>Commonwealth Transportation Board Approval</td>
<td>February 19, 2014</td>
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<tr>
<td>Design-Build Contract Execution</td>
<td>March 14, 2014</td>
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<tr>
<td>Notice to Proceed Date</td>
<td>March 19, 2014</td>
</tr>
<tr>
<td>Scope Validation Period Ends</td>
<td>July 17, 2014</td>
</tr>
<tr>
<td>Notice to Proceed Construction</td>
<td>November 5, 2014</td>
</tr>
<tr>
<td>Fixed Date Completion Date</td>
<td>August 5, 2016</td>
</tr>
</tbody>
</table>

**WORK BREAKDOWN STRUCTURE**

Level 1 of the Work Breakdown Structure (WBS) groups the schedule into the phases of the design-build process as follows:

01. **Project Milestones:** Area reserved for easy review of the Project status.

02. **Design:** Includes preliminary engineering services, plan development, and VDOT reviews and approvals of plans. This section of the schedule includes a second level WBS structure to group design activities by type of design submission including roadway, bridge and right of way.

03. **Environmental Permitting:** Includes wetland and stream delineations and jurisdictional determination, permit management and preparation, mitigation, and permit submissions and reviews. The environmental permits schedule includes a second level WBS structure to group the joint wetlands and waters permit and the LD 455/VSMP permit.

04. **Right-of-way Acquisitions:** This section includes the Right-of-Way Acquisition processes necessary for the land rights necessary to construct the Project. The process is broken out into a second level of the WBS to describe the process for acquisitions obtained through proffers, imminent domain, and voluntary settlement.

05. **Utility Relocations:** This section has been included to provided activities for UFI meetings, preparation of preliminary engineering (PE) estimates, approval of PE estimates, utility relocation design by the utility owner/our Team as appropriate, approval of the utility design, and utility relocation construction.

06. **Public Involvement:** This section of the schedule includes milestones for planned public involvement meetings.

07. **Construction:** Includes all components of construction including all bridge work, retaining walls, roadway widening, major drainage items, lighting, signals, and signage. The construction section of the schedule is segmented by additional levels of WBS structure to divide the construction activities into groups of work packages that can be easily tracked to ensure on-time completion of the Project.
Below is a complete outline of the WBS Structure for the Project:

<table>
<thead>
<tr>
<th>Table 2</th>
<th>Work Breakdown Structure</th>
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<tbody>
<tr>
<td><strong>Level 1</strong></td>
<td><strong>Levels 2, 3, &amp; 4</strong></td>
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<td>Right of Way Plans</td>
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<tr>
<td>02.02</td>
<td>Roadway Plans</td>
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<tr>
<td>02.03</td>
<td>Bridge Plans</td>
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<tr>
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<td>Environmental Permits</td>
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<td>03.01</td>
<td>Joint Wetlands and Waters Permit</td>
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<td>VSMP Permit</td>
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<td><strong>04</strong></td>
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<td>04.01</td>
<td>Acquisitions by Proffer</td>
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<td>04.02</td>
<td>Acquisitions by Imminent Domain</td>
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<td>04.03</td>
<td>Acquisitions by Settlement</td>
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<td>Loudoun Water</td>
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<td>West Gloucester Roadway Approach</td>
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</table>
The following is a description of the calendars used for this Project.

**Global Calendar** – All calendars are based on eight-hour work days and include the following holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas.

**Calendar 1 – “5-Day Workweek”** – This calendar is based on five working days per week and is used for all design and administrative activities.

**Calendar 2 – “7-Day Calendar”** – Assigned to activities that have durations based on calendar days instead of work days. For example VDOT’s 21 calendar day review duration.

**SCHEDULE TIMING AND CRITICAL PATH**
The narrative below describes the Shirley Team’s planned schedule and sequence of operations:

**Design Phase** - The design phase includes all activities necessary to obtain approved "Released for Construction Plans". Beginning immediately after Notice to Proceed (NTP), we will send the required notification to property owners to begin the 15 day waiting period before entering the property. We will then perform the supplemental site surveys, utility designations and test pits, H&HA analysis, and geotechnical investigations. After the geotechnical field work is complete, we will perform the laboratory analysis and geotechnical report for submission and use in the plan process. Also at NTP, we will begin development of the roadway, bridge and right of way plan process. At each stage of the plan process, we have allowed for the specified 21-day review period by VDOT, and have allowed multiple stages in order to adequately address any comments received. Based on our anticipated schedule, we expect to have approved Bridge Plans by October 30, 2014, and approved Roadway Plans by October 31, 2014. We have included a separate plan process for the Right of Way Plans so that the acquisition process can begin as early as possible. We expect to have approved ROW Plans by August 21, 2014.

**Environmental Permitting** - Environmental Permitting will begin at Notice Proceed. The Shirley Team will immediately perform wetland delineations, obtain jurisdictional determinations and prepare the Joint Wetlands and Water Permit Application. We will provide design details, project descriptions, permit sketches, impact quantity information, and all other related information to the appropriate agencies in the permit acquisition process. As we are developing the second submission of the roadway plans, we will complete the requisite VDOT stormwater forms (LD-445 series), and will provide Stormwater Pollution Prevention Plans (SWPPP) and related information for inclusion on the VDOT SWPPP General Information sheets. It is anticipated to complete the Environmental Permitting process by October 28, 2014.

**Right-of-Way Acquisition** - Right-of-Way Acquisition process will begin after approval of Shirley's ROW Acquisition and Procedure Plan and the ROW Plans on August 22, 2014. We have indicated three possible outcomes of the acquisition process to ensure that the schedule can accommodate each: acquisition by proffer, imminent domain and voluntary settlement. All property to the east of Broad Run is expected to be obtained by proffer, so our schedule allows time for Loudoun County to call in the dedication. We expect this process to be complete by October 16, 2014. For the properties west of Broad Run, we anticipate that either imminent domain and/or settlement will be the outcome. For these, we have included the process to perform appraisals, title reports, offers, and negotiations. Should negotiations result in condemnation of signing of an option, we can immediately begin construction activities, resulting in cleared property by March 25, 2015. However, in the case of a signed option or voluntary settlement, utilities will require a recorded deed prior to entering their acquired easement, so we have allowed time for settlement. This results in cleared property by May 29, 2015.
**Utility Relocations** - During preparation of our Team's Proposal, we have discussed project impacts with all known utilities and have determined that conflicts are likely with facilities owned by Dominion Virginia Power, Verizon, Washington Gas, Woodlawn/Summit (including fiber optic cables operated by Woodlawn, Summit, XO, Level3, MCI, Fiberlight, Zayo, Cox, and Qwest), and Loudoun Water. Our schedule outlines the process to hold a UFI Meeting, and for each to prepare and submit their plan and estimate (P&E) for their relocation. Upon receipt, we have allowed time for approval of the P&E, and acquisition of all easements necessary to perform the relocations. In the case of DCWASA and Loudoun Water, we expect that our Team will be completing the P&E in coordination with them.

After meeting with each individual utility company, we anticipate the following relocations will be required:

- **DCWASA**: Construct a protection slab over their sanitary sewer line at the east end of Gloucester Parkway prior to the placement of any fill over the line.
- **Dominion Virginia Power**: Relocation of underground electric near the intersection of Gloucester and Loudoun County Parkway.
- **Verizon**: Relocation of their underground fiber optic ductbank on the north side of proposed Gloucester Parkway in a new easement. This work will be performed concurrent with the relocation of Woodlawn/Summit's system in approximately the same location.
- **Washington Gas**: Relocation of their 6" and 2" gas lines near the intersection of Gloucester parkway and Loudoun County Parkway.
- **Woodlawn/Summit**: Relocation of their underground fiber optic ductbank (containing each of the fiber optic lines described above) on the north side of proposed Gloucester Parkway in a new easement. This work will be performed concurrent with the relocation of Verizon's system in approximately the same location.
- **Loudoun Water**: Relocation of 12", 16", and 24" waterlines near the intersection of Gloucester parkway and Loudoun County Parkway. In addition, Loudoun Water has an existing 8" sanitary sewer crossing the portion of proposed Gloucester parkway west of Broad Run. Because this line is asbestos pipe, but is not in conflict, we plan to protect it from the new roadway by constructing a protection slab, as well as adjusting several manholes to proposed grade.

**Public Involvement** - The public involvement process includes submitting our emergency contact list upon Notice to Proceed, developing a community stakeholder coordination plan, holding Public Information Meetings in incremental stages during construction, and providing regular updates to the VDOT website. Our schedule includes placeholders for planned "Pardon Our Dust" public meetings. The actual timing of these and other desired outreach activities will be coordinated with VDOT and the stakeholders as the Project gets underway.

**Construction**: The Project is divided into four main areas of work:

1. Gloucester Parkway east of Broad Run, including work at the Nokes interchange,
2. Gloucester Parkway west of Broad Run,
3. The bridge over Broad Run, and
4. Loudoun County Parkway.

As the right of way east of Broad Run is to be proffered, and a majority of the bridge is located there, we plan to focus on mobilizing to this area as quickly as possible. Our initial activities will be to construct the protection slab over the Potomac Interceptor and to gain access to the proposed piers. Our current
**Utility Relocations** - During preparation of our Team's Proposal, we have discussed project impacts with all known utilities and have determined that conflicts are likely with facilities owned by Dominion Virginia Power, Verizon, Washington Gas, Woodlawn/Summit (including fiber optic cables operated by Woodlawn, Summit, XO, Level3, MCI, Fiberlight, Zayo, Cox, and Qwest), and Loudoun Water. Our schedule outlines the process to hold a UFI Meeting, and for each to prepare and submit their plan and estimate (P&E) for their relocation. Upon receipt, we have allowed time for approval of the P&E, and acquisition of all easements necessary to perform the relocations. In the case of DCWASA and Loudoun Water, we expect that our Team will be completing the P&E in coordination with them.

After meeting with each individual utility company, we anticipate the following relocations will be required:

- **DCWASA**: Construct a protection slab over their sanitary sewer line at the east end of Gloucester Parkway prior to the placement of any fill over the line.
- **Dominion Virginia Power**: Relocation of underground electric near the intersection of Gloucester and Loudoun County Parkway.
- **Verizon**: Relocation of their underground fiber optic ductbank on the north side of proposed Gloucester Parkway in a new easement. This work will be performed concurrent with the relocation of Woodlawn/Summit's system in approximately the same location.
- **Washington Gas**: Relocation of their 6" and 2" gas lines near the intersection of Gloucester parkway and Loudoun County Parkway.
- **Woodlawn/Summit**: Relocation of their underground fiber optic ductbank (containing each of the fiber optic lines described above) on the north side of proposed Gloucester Parkway in a new easement. This work will be performed concurrent with the relocation of Verizon's system in approximately the same location.
- **Loudoun Water**: Relocation of 12", 16", and 24" waterlines near the intersection of Gloucester parkway and Loudoun County Parkway. In addition, Loudoun Water has an existing 8" sanitary sewer crossing the portion of proposed Gloucester parkway west of Broad Run. Because this line is asbestos pipe, but is not in conflict, we plan to protect it from the new roadway by constructing a protection slab, as well as adjusting several manholes to proposed grade.

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4. Loudoun County Parkway.

As the right of way east of Broad Run is to be proffered, and a majority of the bridge is located there, we plan to focus on mobilizing to this area as quickly as possible. Our initial activities will be to construct the protection slab over the Potomac Interceptor and to gain access to the proposed piers. Our current
design for the twin bridges includes a total of 10 piers, 7 of which are to the east of Broad Run, and 3 to the west. In addition, Units 2 and 3 of the superstructure are east of Broad Run, and Unit 1 is to the west.

As shown on our schedule, the critical path runs through the drilled shafts. Our sequence of work for the substructure starts at Pier 4 and works to the east to Pier 5, 6, 7, 8, 9, and 10. We will then complete Abutment 'B' before remobilizing the west to complete Pier 3, 2, 1, and Abutment 'A'. Once the substructure is complete on the west side, we will then begin the process of setting beams and constructing the superstructure in generally the same order.

On the west side of Broad Run, upon completion of the right of way and easement acquisition activities, we will need to focus on the relocation of conflicted utilities before roadway construction activities can begin. The most critical utilities known to be in conflict includes the Verizon and Woodlawn/Summit fiber optic ductbanks located to the northside of proposed Gloucester Parkway. Currently, they are located in their own easement under the proposed VDOT right of way and will therefore require relocation to a newly acquired easement before significant earthwork activities can occur. Based on feedback received from these utility companies, we have allowed 8 months for their relocation. Other conflicts listed above are primarily in the vicinity of the proposed intersection of Gloucester Parkway and Loudoun County and need to be relocated before roadwork activities can commence.

Once conflicts are resolved, we will prosecute the roadway activities to completion including earthwork, storm sewer, stormwater management, pavement structure, flatwork, signalization, and striping. These activities will be closely coordinated with the bridge construction activities and timed to complete the new Gloucester Parkway in the summer of 2016. Following inspections and punchlist activities, we expect to achieve Final Completion on time by August 5, 2016.

**Critical Path:** The Critical Path is shown in red on Exhibit 4.2.4.1 and summarized below:

Initially, during the design phase, the critical path runs through the completion of both the Right of Way and Bridge Plans. Upon completion of the ROW Plans, the critical path continues through those acquisitions to be obtained by voluntary settlement as they affect our ability to provide easements to the utility companies. Once easements are obtained, the critical path includes the approximately 8 month relocation of the Verizon and Woodlawn/Summit underground fiber option ductbanks that prevent grading activities on the west roadway portion of Gloucester. Construction of the majority of this section of roadway is subsequently on the critical path as well.

For the bridge, construction activities commence on the east side of Broad Run as soon as the proffered right of way is obtained. The critical path includes the installation of the drilled shafts at each pier and abutment, resulting the final abutment to be completed, Abutment 'A', being entirely critical. Similarly, construction of the superstructure for the last bridge span, Span 1 on the west side of Broad Run, is also on the critical path. Once bridge activities are complete, the critical path includes the VDOT bridge safety inspection process, final inspections, and completion of the punchlist process that then allows the new roadway to be opened to traffic on time on August 5, 2016.