



VOLUME I  
C-1932, LOUDOUN COUNTY  
PARKING GARAGES PROJECT PPTA  
**ROUTE 772 NORTH GARAGE**  
PROPOSAL DATE: OCTOBER 30, 2013



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REDACTED



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October 30, 2013

Loudoun County, Virginia  
Procurement Division, MSC 41C  
ATTN: Donald R. Legg, CPPO  
1 Harrison Street, SE, 4th Floor  
Leesburg, VA 20175

**RE: C-1932, Loudoun County Parking Garages Project PPTA  
Solicitation for Proposal Response**

Dear Mr. Legg - WestDulles Station, LLC (WDS) is pleased to present the following documents outlining our qualifications to design, build, develop, finance, operate, and maintain the parking structures in the above referenced solicitation. Our team is submitting response packages on all three garage projects. Per the State of Virginia PPTA solicitation requirements, each responding team may provide their submittals in two packages. One package is considered public information and the second package is considered confidential. You will find the same qualifications and information inside each of our three public packages. Each private package contains unique financial and descriptive information pertinent to that individual garage proposal. We wish to stress the improved efficiencies and benefits afforded the County and users of these garages by a single team developing all three garages.

Our team has created a sole use company that will own these garage project(s). This development entity (WDS) is a Virginia based LLC and includes principals of several companies, each with unique qualifications and capabilities required to successfully develop the Loudoun County garages.

WDS is owned and managed by the following individuals:

- **Eric Wells, WDS Manager**  
P: 703-906-5461 / E: ericw@westdulles.com
- **J.R. Schuble, WDS Member, Investor**  
P: 301-580-6800 / E: jr@dreyfuss.net
- **Mark Hassinger, WDS Project Manager**  
P: 703-788-1509 / E: markh@westdulles.com
- **W. Adrian Lovell, Jr., PE, WDS Partner, Design and Development Oversight**  
P: 850-572-5631 / E: adrian@StructuredParkingSolutions.com
- **Ed Carson, WDS Partner, Construction and Finance Oversight**  
P: 850-393-1394 / E: e.carson@StructuredParkingSolutions.com

Eric Wells will serve as the primary point of contact between our team and Loudoun County and is the official agent for WDS.

Sincerely,



Eric Wells, Manager

WestDulles Station, LLC

## 2.0 EXECUTIVE SUMMARY

WestDulles Station, LLC (WDS) has put significant effort into the Phase 2 Silver Line Metro project throughout its history. Members of the WDS team presented a proposal as part of the first solicitation process for the Route 606 garage. Our members have stayed close to the project as it evolved and have continued to build their understanding to meet the current project requirements.

**Mission:** Our team's ultimate mission for these projects is to provide the County and its citizens the most cost efficient garages while focusing on quality and the reduction of operational and life cycle costs. The garages will maximize user interface, efficiencies, and aesthetics while assuring support of the Silver Line Metrorail system.

**Goals:** As our team evaluated the current needs of these projects, we identified three primary goals for a successful garage development:

1. First, we believe the primary goal of these garages is to support and promote the rail expansion program through ridership. We believe the garages will insure this effort by:
  - a. Providing a competitive and compelling parking rate to encourage the utilization of the rail system.
  - b. Providing a convenient and comfortable garage with ease of use and inviting user interface.
2. Secondly, because one day the development team will turn the garages over to County ownership, we believe providing a quality product with an effective maintenance plan is extremely important to the future success of the garages.



3. Thirdly, we believe the development of these garages must include full consideration of future ancillary developments near and around the garage locations. We believe the ultimate County benefit is for these garages to serve as a catalyst for the increased prosperity of the surrounding areas. We understand the importance of the success of these garages and the ability for them to increase the County tax base and support the County Metrorail Service Tax Districts. We believe the success of these garages will be a key component of the overall success of the Silver Line and will serve as an economic catalyst for the County if properly designed, developed, and operated.

**Credentials:** Our team was specifically developed with these projects in mind. Our core development team is comprised of four existing and successful development and parking related companies.

WestDulles Properties, Inc. (WDP) is the development manager for WestDulles Station, LLC and is a leading full-service commercial real estate development and investment company active throughout the northern Virginia region. WDP is developing the WestDulles Station project at the Route 606 Station. WDP and its leadership are an established entity in Loudoun County and well known and respected by local governments in northern Virginia. They have over one hundred years of combined development experience within the region. WDP has extensive knowledge of the rail system and its needs and serves as our development team leader. WDP has the expertise and experience to provide the overall development and construction management required for this project.

Structured Parking Solutions (SPS) is a parking industry leader that provides parking design, development, finance, and operation services. Owners of SPS are part of the WDS development entity for this solicitation. Their specific experience will provide expertise throughout the critical paths of these garage projects. The knowledge SPS has built from their experiences on hundreds

of garage projects will greatly benefit the County throughout the entire project.

LAZ Parking is an industry leader in parking management. LAZ has numerous parking operations in the Washington DC region and brings a wealth of experience related to parking operations and ongoing maintenance requirements for these garages.

CampusParc is a division of Queensland Investment Corporation (QIC). CampusParc brings to the team consulting and unique understandings related to P3 applications in the parking community. CampusParc recently orchestrated and was awarded one of the largest P3 parking concession projects in the United States with their award of the Ohio State University parking program.

**Development Plan:** Our team provides the appropriate leadership and knowledge required to bring these parking projects to fruition. Our development plan addresses all significant areas to assure this success.

1. Success of the project starts with the early development of the project's full requirements and design efforts through participation of stakeholder meetings and the utilization of the County as a co-development partner throughout the entire process. Our design partners have proven success with assuring these early activities occur and are properly guided to the ultimate success of the project. Our design team's experience and understanding of budget driven garage projects will be instrumental in the ultimate success of the project as measured by the daily parking rates and use of the facilities.
2. Our team has worked with a number of construction companies throughout our budgeting exercise. Additionally, we have leveraged the experience of multiple precast and concrete companies during our initial budgeting exercises. Our team has taken the approach of not

bringing a specific general contractor or concrete company into our team at this early stage. We believe one of the best ways to assure cost efficiencies is to gain further knowledge from the County and stakeholders of the specific requirements of these garages. Once we have that additional information, we plan to competitively bid construction and concrete services specifically geared towards the needs of the project to a small group of qualified contractors.

3. In today's ever-changing markets, financing is a difficult item to project until the actual need, costs, and requirements are fully understood. We have put considerable effort into considering financing alternatives for these projects. Additional burdens regarding financing this project are because it only involves parking which is something financial markets have difficulty understanding. Lastly, because there are no current parking demands for these projects, financing will prove to be additionally challenging. Because our team has experience in financing parking systems, we believe that our experience will prove highly beneficial to the County.
4. Operations and ongoing maintenance can have one of the highest impacts on daily parking rates for these garages. Our team's experience in understanding this during the design stage and applying sound concepts throughout the development of the garages will help assure the County and the parking public of maximum efficiencies and conveniences when using the garages. Additionally, our team's experience with minimizing lifecycle costs and providing yearly maintenance needs will assure the County of garages capable of lasting up to 90 years.

Our team's holistic approach to the development of these garages will ultimately help the County through serving the best interests of its citizens by providing cost efficient parking and providing conveniences to those wishing to utilize the rail system. The additional benefit will be the economic development resulting from the successful garages.

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## 4.A QUALIFICATIONS & EXPERIENCE

### 4.A.1 DEVELOPMENT TEAM OVERVIEW & ORGANIZATIONAL STRUCTURE

- a. *Offerors shall provide a company overview for each member of the proposed team for the design, construction, financing, operation and maintenance of the parking garage(s) ("Development Team"). Offerors must identify the roles of each member of the Development Team, as well as the proposed Project Manager and Project Architect.*

WestDulles Station, LLC (WDS) has assembled a team with proven track records in the design, development, finance, and operation of parking projects including those utilizing private public partnerships. The members included in the WDS ownership structure are owners of WestDulles Station and Carson Lovell Incorporated. The principals of these companies have years of experience in successfully developing commercial, industrial, and parking projects. The local experience provided by WestDulles Station affords them the role as Manager for our ownership team. Eric Wells, CEO of WestDulles Properties, will be the managing member and shall execute all agreements on behalf of WestDulles Station, LLC (WDS). Mr. Wells will also take the lead role in the negotiation, financing, and overall operational functions for the project.



WDS is the entity which was originally formed to develop a 30 acre site adjacent to the Route 606 Station and will be restructured as the ownership entity for the Loudoun County garage(s). WDS will negotiate, hold, and be responsible for all contractor, consultant, sub consultant, finance, operational, and maintenance contracts.

Working under WDS is an assortment of industry leaders in the design, finance, construction and legal fields. Each of these groups was specifically selected based on their credentials and past experiences which are applicable to this project.

The WDS team has numerous interconnections which result in a team with ongoing common experiences and proven records in cooperative development processes. Carson Lovell Incorporated is owned by Ed Carson and Adrian Lovell. Ed owns Carson Construction Company and Adrian owns PTAC a structural engineering company whose concentration is in parking garages. Collectively the two have been developing mixed-use projects for the past 20 years. Through their years of development work they fostered relationships with John Tice, owner of Bullock Tice architecture. Collectively Adrian, Ed, and John own Structured Parking Solutions (SPS). As a result, SPS brings construction, architecture, and engineering together with years of common experiences behind the entire team. SPS is pursuing mutual projects with CampusParc which provides additional team experience. SPS has partnered with LAZ on past pursuits. CampusParc in conjunction with LAZ collectively manage the Ohio State University parking system. All are common efforts that work to the benefit of our clients by providing a team which is capable and experienced at working together.

The following is a matrix of the WDS team members and their respective roles for the project:

**FIGURE 1: MATRIX OF TEAM MEMBERS AND ROLES**

NAME OF FIRM	ROLE IN PROJECT
<b>DEVELOPER</b>	
<ul style="list-style-type: none"> <li>• WESTDULLES STATION, LLC</li> <li>- WESTDULLES PROPERTIES</li> <li>- CARSON LOVELL INCORPORATED</li> </ul>	<ul style="list-style-type: none"> <li>- DEVELOPER</li> <li>- PROJECT MANAGER</li> </ul>
<b>DESIGN</b>	
<ul style="list-style-type: none"> <li>• STRUCTURED PARKING SOLUTIONS</li> </ul>	<ul style="list-style-type: none"> <li>- DESIGN TEAM LEADER</li> <li>- PROJECT ARCHITECT</li> <li>- STRUCTURAL/SPECIALTY ENGINEER</li> </ul>
<ul style="list-style-type: none"> <li>• GEOCONCEPTS ENGINEERING</li> </ul>	<ul style="list-style-type: none"> <li>- GEOTECHNICAL ENGINEER</li> </ul>
<ul style="list-style-type: none"> <li>• BOWMAN CONSULTING</li> </ul>	<ul style="list-style-type: none"> <li>- CIVIL ENGINEER / LAND SURVEYOR</li> <li>- LANDSCAPE ARCHITECT</li> </ul>
<ul style="list-style-type: none"> <li>• TLC ENGINEERING FOR ARCHITECTURE</li> </ul>	<ul style="list-style-type: none"> <li>- MECHANICAL/PLUMBING ENGINEER</li> <li>- FIRE PROTECTION ENGINEER</li> <li>- ELECTRICAL ENGINEER</li> <li>- TELECOMMUNICATIONS ENGINEER</li> </ul>
<b>CONSTRUCTION</b>	
<ul style="list-style-type: none"> <li>• ROCK CREEK COMPANIES</li> </ul>	<ul style="list-style-type: none"> <li>- PRECONSTRUCTION SERVICES / CONSTRUCTION PROGRAM MANAGER</li> </ul>
<ul style="list-style-type: none"> <li>• GENERAL CONTRACTOR (TO BE COMPETITIVELY BID OUT)</li> </ul>	
<b>FINANCING</b>	
<ul style="list-style-type: none"> <li>• CTL FINANCING (AMERIFUND COMMERCIAL CORP.)</li> </ul>	
<ul style="list-style-type: none"> <li>• HIGH LEVERAGE EQUITY &amp; PRIVATE DEBTS (CAMPUSPARC)</li> </ul>	
<ul style="list-style-type: none"> <li>• TAX EXEMPT BOND ISSUANCE (EFDS)</li> </ul>	
<b>OPERATIONS &amp; MAINTENANCE</b>	
<ul style="list-style-type: none"> <li>• LAZ PARKING MID-ATLANTIC</li> </ul>	<ul style="list-style-type: none"> <li>- OPERATIONS</li> <li>- MAINTENANCE</li> </ul>
<b>PUBLIC PRIVATE PARTNERSHIPS</b>	
<ul style="list-style-type: none"> <li>• MCGUIREWOODS CONSULTING</li> </ul>	<ul style="list-style-type: none"> <li>- VIRGINIA P3 EXPERT</li> </ul>
<ul style="list-style-type: none"> <li>• CAMPUSPARC</li> </ul>	<ul style="list-style-type: none"> <li>- PARKING P3 EXPERT</li> </ul>
<b>LEGAL &amp; LAND USE</b>	
<ul style="list-style-type: none"> <li>• MCGUIREWOODS LLP</li> </ul>	<ul style="list-style-type: none"> <li>- ATTORNEY</li> </ul>

## i. DEVELOPER:

### • WESTDULLES STATION, LLC

WestDulles Station, LLC is a limited liability company formed to execute this contract. The LLC is made up of **WestDulles Station, LLC** and **Carson Lovell Incorporated**.

## WESTDULLES

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### PROPERTIES

- **WESTDULLES PROPERTIES, INC.** is a leading full service commercial real estate development and investment company active throughout the Northern Virginia region. Whether it's a build-to-suit for a corporate client, development of office or industrial space, or the entitlement, repositioning or development of land, WestDulles Properties possesses the experience, responsiveness and industry track record of creating relationships and value for its investors, partners and clients. A privately held organization, WestDulles distinguishes itself through its ability to be entrepreneurial, opportunistic, and imaginative in evaluating real estate opportunities.

WestDulles has been active in the emerging markets of eastern Loudoun County (Route 28 Corridor), western Fairfax County, and Prince William County. Over the past several years, WestDulles has developed over 700,000 square feet of industrial condominiums; purchased and master planned a 34-acre parcel for 650,000 feet of Class A office product; currently repositioning a 56,000 SF, two-story office condominium development opportunity in Loudoun County; and recently sold a parcel of industrial property capable of supporting over 200,000 square feet of industrial flex product in Prince William County.



DEMOCRACY TOWER PARKING GARAGE / RESTON, VA

WestDulles is currently planning a 30 acre parcel (WestDulles Station) adjacent to the planned Route 606 Silver Line Metro Station and just north of Washington Dulles International Airport. After obtaining entitlements, WestDulles Station will be able to accommodate up to 2.5 million SF of transit oriented development. The WestDulles Station ownership is also in discussions with neighboring parcels which could yield an additional 6 million SF of development potential.



- **CARSON LOVELL INCORPORATED (CL)**, headquartered in Pensacola, Florida, began its commercial real estate business in 1995. Ed Carson, owner of Carson Construction, and W. Adrian Lovell, Jr., PE, CEO of PTAC Consulting Engineers, formed a partnership while Mr. Lovell was looking for office space for his engineering firm. Together, the two successfully acquired property and completed their first renovation. During their successful partnership, they have developed and rehabbed over 20 properties.

CL manages its own properties and has a diverse office tenant list that includes the federal government, state government, county government, health care, and many types of professionals of approximately 200,000 SF. CL has developed and manages numerous properties for the GSA. Some of the agencies have included the Social Security Administration, the IRS, the Federal Probation Office, ICE, and the Customs and Border Protection Agency.

Owners of CL are owners of Structured Parking Solutions (SPS), a firm specializing in the design, development, management, maintenance, and financing of parking structures. CL is the parent development company for all SPS projects requiring ownership, financing, operations, and maintenance functions. Ownership of CL created SPS to specifically provide complete solutions to clients with parking needs.



CL/SPS's recent experience in the design, development and management of parking garages includes a \$10M, 918 space parking garage at Auburn University (North Park Parking Garage featured above); a \$30M Enhanced Use Lease project at the Memphis VA Medical Center that will provide an 850 space parking garage (Phase I) and a 500 space parking garage as well as a hotel and medical office building (Phase II); and a \$8.35M, two-phased project for the City of Bristol, VA under the PPEA that will provide two parking garages with 600+ spaces.



## ii. DESIGN:

- **STRUCTURED PARKING SOLUTIONS, LLC**

*Role in this Project:* Design Team Project Management,  
Project Architect, Structural/Specialty Engineer



Structured Parking Solutions, LLC (SPS), based in Pensacola, Florida, specializes in the design, development, management, maintenance, and financing of parking garages for municipalities, hospitals, universities, and private sector clients. SPS's parent companies include Carson Lovell Incorporated (a successful development company), Bullock Tice Associates, Inc. (a full service Architectural firm well established in the Southeastern US for over 50 years), PTAC Consulting Engineers, Inc. (a Structural Engineering firm specializing in precast/prestressed concrete design since 1991), and Carson Construction Inc. (a successful General Contracting firm for 24 years). Through the strength and knowledge of these parent companies SPS brings exceptional abilities in parking structure design and development.

SPS's core philosophy includes dedication to providing efficient, functional, and practical parking design/development through layout efficiency and structural design cost effectiveness. SPS begins this process at the design stage through team cooperation led by parking design experts and application of an Owner's perspective. SPS also applies their experience obtained on over 150 parking structures designed/developed by their principals. This level of dedication and experience follows from design into construction as SPS professionals oversee all development activities, assuring their clients a seamless, successful process.



CITY PARKING GARAGE / LAGRANGE, GA

SPS team members are leaders in the concrete precast industry which assures that their clients receive the most technologically advanced consultation and design efforts available. Their staff has helped write the Precast Concrete Institute (PCI) manual for precast concrete structure maintenance. SPS also performs post construction occupancy evaluations of structures. This knowledge and experience improves their understanding of parking garage efficiencies and operation characteristics. The SPS team integrates engineering with architecture to deliver an aesthetically and contextually appropriate “bang for your buck” design and development strategy. Additionally, SPS is an active member in state parking associations including Florida, Georgia, Alabama, the Carolinas, Tennessee, Mississippi, and National Parking Association.

## A listing of projects completed by Structured Parking Solutions and/or key personnel of Structured Parking Solutions is as follows:

### MUNICIPAL / GOVERNMENTAL GARAGES:

#### Florida

Jacksonville Library: Jacksonville  
Kings Avenue: Jacksonville  
Palm Avenue: Jacksonville  
Riverside Avenue: Jacksonville  
Escambia County Judicial: Pensacola  
City of Pensacola Downtown: Pensacola

#### Georgia

Atlanta Public Safety: Atlanta  
LaGrange Downtown: LaGrange

#### Maryland

Intelligence Community Campus: Bethesda  
Wounded Warrior: Bethesda

**Mississippi** - City Dock Parking: Pascagoula

**New Jersey** - Public Safety Complex: Paterson

#### North Carolina

New River MV22: Camp LeJeune  
Courthouse Bay: Camp LeJeune

#### South Carolina

City Center: Columbia  
Courthouse Bay: Camp LeJeune

**Tennessee** - Richard H. Fulton Complex: Nashville

**Virginia** - City of Bristol: Bristol

### COLLEGE / UNIVERSITY GARAGES:

#### Alabama

Auburn University North Park: Auburn  
Samford University (Pitts): Birmingham  
University of Alabama: Birmingham

#### Florida

University of Florida Deck IX: Gainesville  
Florida State University Bookstore: Tallahassee

#### Georgia

University of Georgia Coliseum: Athens  
Valdosta State University Oak Street: Valdosta  
Valdosta State University Sustella Street: Valdosta

**Kansas** - University of Kansas: Lawrence

#### Maryland

Mary Washington University: Prince Georges

**Missouri** - Washington University Snow Way: St. Louis

#### Tennessee

Lipscomb University: Nashville  
East Tennessee State University: Johnson City



OAK STREET PARKING GARAGE  
VALDOSTA STATE UNIVERSITY, GA

**Virginia** - Christopher Newport University  
Rappahannock Hall: Newport News

### HEALTH CARE GARAGES:

**Alabama** - Shelby County Medical: Alabaster

#### Florida

VA Medical Center: Gainesville  
Baptist Hospital (Study): Jacksonville  
Humana Hospital: St. Petersburg

#### Georgia

Charlie Norwood VA Medical Center: Augusta  
Henry Medical Center: Henry County

**Indiana** - Riley Hospital for Children: Indianapolis

**Kentucky** - Pikeville Medical Center: Pikeville

**Massachusetts** - St. Luke's Hospital: New Bedford

#### Mississippi

VA Medical Center: Biloxi  
Oktibbeha County Hospital: Starkville

#### Missouri

North Kansas City Hospital: Kansas City  
Liberty Hospital: St. Louis

#### Pennsylvania

Wyoming Valley Hospital Parkade: Wilkes Barre

*Continued on following page*

**Tennessee**

West Tennessee Healthcare: Jackson  
 Medtronic Expansion: Memphis  
 Memphis VA Medical Center: Memphis  
 LeBonheur Germantown Hospital: Memphis  
 Skyline Medical Center: Nashville  
 St. Jude: Nashville

**PRIVATE SECTOR GARAGES:****Alabama**

Airport Renovations and Expansion: Birmingham  
 Galleria Mall Expansion: Birmingham  
 Liberty National: Birmingham  
 Hampton Inn: Fairhope  
 Seawind Condominiums: Gulf Shores  
 Crystal Shores East Condominium: Gulf Shores  
 Crystal Shores West Condominium: Gulf Shores  
 Crystal Tower Condominium: Gulf Shores  
 Admiral Semmes: Mobile  
 RSA Battle House: Mobile  
 RSA Tower: Montgomery  
 Caribe II: Orange Beach

**Arizona** - Perimeter: Phoenix

**Georgia**

Atlantic Station R17: Atlanta  
 City Center: Atlanta  
 IKEA: Atlanta  
 Edgewood: Atlanta  
 Lindmont Apartments: Atlanta  
 Pittsburgh Civic League: Atlanta  
 Skyhouse: Atlanta  
 Tenside 643 10th St.: Atlanta  
 Ellsworth Industrial: Atlanta

**Florida**

Florida Altamonte Mall: Altamonte Springs  
 Destin West: Destin  
 Dunes of Crystal Beach: Destin  
 Azure Condominium: Ft. Walton Beach  
 University Corners: Gainesville  
 Prudential Insurance: Jacksonville  
 Fidelity National: Jacksonville  
 Corporate Center Four: Orlando  
 Ramada Inn Resort: Orlando  
 Ustler II: Orlando  
 Village of Imagine: Orlando  
 Palm Coast Harborside: Palm Harbor  
 Gulf Crest: Panama City  
 Treasure Isle Condominium: Panama City  
 Boardwalk Beach Resort: Panama City Beach  
 Pensacola Regional Airport: Pensacola  
 Scenic Terrace Condominiums: Pensacola  
 Hilton Tower: Pensacola Beach  
 Shoppes of Veranda: Ponte Vedra  
 Landmark at Doral: Miami  
 Miami Herald: Miami  
 Baptist Church: Romar Beach  
 Copeland Apartments: Tallahassee  
 Citicorp: Tampa

Hard Rock Casino: Tampa  
 Publix Greenwise Market: Tampa

**Maryland**

Hanover Brewers Hill: Baltimore  
 Wegmans Food Mart: Columbia

**Massachusetts** - Overlook Center: Boston

**Mississippi** - Legacy Condominium: Biloxi

**Missouri**

Ameristar Casinos: Kansas City  
 Harrah's Casino: St. Charles

**Nebraska**

Argosy Casino: Omaha  
 Con-Agra Foods: Omaha

**New Jersey**

Bergen Tower Center: Paramus  
 RCN: Lawrenceville  
 The Highlands at Morristown: Morristown  
 Maple Gardens: Newark

**North Carolina**

Pavilion East at Lakeview Park: Charlotte  
 Westpoint at 751: Durham  
 Brixham Green: Raleigh

**Nevada** - Bella Venezia: Las Vegas

**Ohio** - Kenwood: Cincinnati

**Oklahoma** - Hillcrest, Phase II: Oklahoma City

**Pennsylvania** - Merck Office: Gwynedd Township

**South Carolina** - Magnolia Street: Spartanburg

**Tennessee**

John H Allen: Jackson  
 HGTV: Knoxville  
 Knoxville POB: Knoxville  
 Lake Plaza Condominium: Knoxville  
 Scripps Networks Headquarters: Knoxville  
 Highwoods Triad Centre: Memphis  
 Horizon: Memphis  
 Highwoods Office Deck I and II: Nashville  
 Metro Nashville Airport Authority: Nashville  
 Nissan Headquarters: Nashville  
 West End Summit: Nashville

**Virginia**

Wayson Pavilion: Arlington  
 Sajak Pavilion: Arlington  
 Square 1400: Fairfax  
 Carmax: Goochland  
 Airport: Newport News  
 Plymouth Road: Plymouth  
 Clay Street: Richmond  
 Dominion Chevrolet: Richmond  
 Manchester Place: Richmond  
 Westin: Virginia Beach

**Vermont** - City Center: Burlington



- **GEOCONCEPTS ENGINEERING, INC.**

*Role in this Project:* Geotechnical Engineering;  
Construction Testing & Inspection Services



GeoConcepts Engineering, Inc. (GeoConcepts) is a minority owned business located in Ashburn, Virginia that provides professional geotechnical engineering, hydrogeologic, and environmental consulting services. GeoConcepts is certified as a disadvantaged business enterprise (DBE) and a small, woman and minority-owned business (SWaM) by local government and public agencies including MWAA, WMATA, VDOT, and the Commonwealth of Virginia.

GeoConcepts has been providing geotechnical engineering services in Loudoun County and Fairfax County since its inception in 1999. GeoConcepts' has completed over 630 projects in Loudoun County and has extensive experience dealing with the geologic issues in Loudoun County such as the high plasticity clays of the Diabase geology, rock excavation issues, and sinkhole development in the Limestone bedrock. GeoConcepts' staff has an excellent working relationship with County staff, and communicates effectively with the County regarding their needs and concerns. GeoConcepts has held an open-end contract with the County for geotechnical engineering services since 2004 and has completed over 80 government projects for Loudoun County and its towns.



GeoConcepts has provided geotechnical design and construction testing and inspection services for over 50 parking garages in the Washington Metropolitan Area. Several of these projects were completed for WMATA or for a transit-oriented development in accordance with WMATA requirements. The following is a partial listing of this experience:

- West Falls Church Metro Station Parking Garage, Falls Church, VA
- Avenir Place Dunn Loring Metro Station Parking Garage, Vienna, VA
- Franconia-Springfield West Metro Station Parking Garage, Springfield, VA
- College Park Metro Station Parking Garage, Greenbelt, MD
- New Carrollton Metro Station Parking Garage, Hyattsville, MD
- Huntington III Metro Parking Garage, Alexandria, VA
- White Flint Metro Parking Garage, Rockville, MD
- Glenmont Metro Station Parking Garage, Glenmont, MD

- Twinbrook Metro Station Parking Garage, Rockville, MD
- Huntington North Metro Station Parking Garage, Alexandria, VA
- Prince George's Plaza Metro Station Parking Garage, Hyattsville, MD
- Shady Grove Metro Station Parking Garage, Rockville, MD

GeoConcepts is particularly well-suited for this project due to their experience providing geotechnical engineering services for 80 Loudoun County government projects, their expertise working with the geologic conditions found at the parking garage sites, and their involvement on WMATA parking garage projects of similar scope. GeoConcepts' experience has endowed the team with an in-depth understanding of the geologic conditions and problem soils in the County and how they can impact design and construction. Specifically, GeoConcepts has conducted geotechnical engineering studies at both planned Loudoun County Metro Station sites for various clients. Based on their knowledge of subsurface conditions at projects at the proposed stations, diabase rock boulders and unsuitable soils will be potential issues at the Route 606 Garage. Rock excavation below about 5 to 15 feet depth will be expected at the Route 772 Garages.

GeoConcepts is currently performing a field investigation and providing laboratory testing for the Dulles Corridor Metrorail Project Phase 2. As part of their services, GeoConcepts will provide the geotechnical engineering foundation design for the garages for this RFP. By the time design begins on garages, GeoConcepts will have obtained significant data regarding the specific subsurface conditions along the rail alignment in Loudoun County and will have a unique understanding of the type of foundation systems feasible to use for the parking garage designs. Due to this understanding, they can customize their field investigation to address potential issues, such as supplementing traditional soil test borings with test pits, air track probe borings, or geophysical methods in Diabase geology, ultimately providing cost savings to the County.

As noted, GeoConcepts has provided geotechnical and materials design and testing services for numerous parking garage and rail projects throughout the Washington Metropolitan Area, many of which required extensive coordination with MWAA, WMATA, CSX, VRE, and/or VDOT. Particularly relevant to this project is the relationship they have developed with MWAA through the completion of 11 projects and WMATA who they have worked with on 37 projects. Their understanding of WMATA and MWAA design requirements and their established working relationships with these entities will provide value and reduce the total engineering costs required to conduct the geotechnical engineering services.



- **BOWMAN CONSULTING**

**Role in this Project:** Civil Engineering,  
Land Surveying, Landscape Architecture



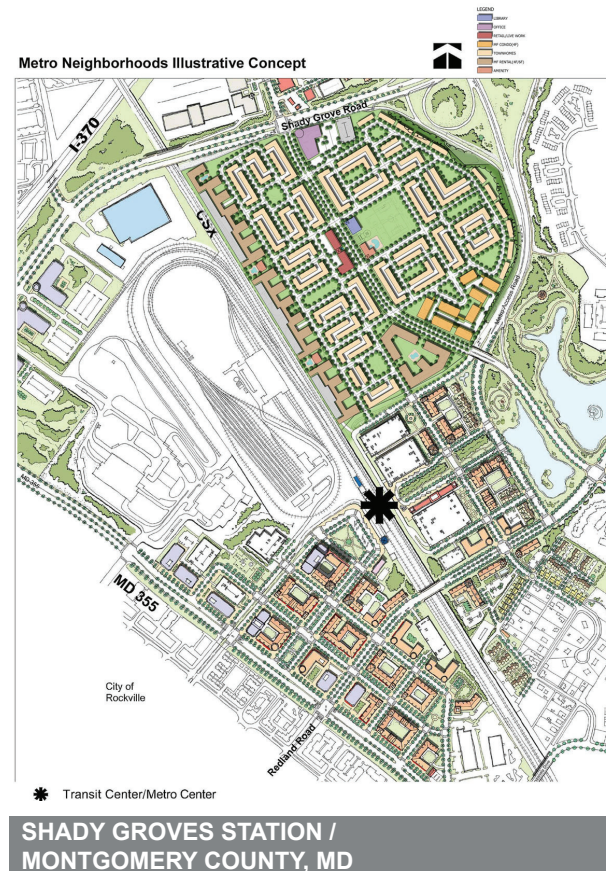
Bowman Consulting provides civil engineering, planning, surveying, environmental, landscape architecture, pipeline design, water/wastewater engineering, and transportation services to a variety of public and private markets throughout the United States. The firm also offers particular expertise in zoning, economic development and in land development/building regulations at the local, state and federal levels. The work of the firm includes commercial, industrial, educational, residential, retail, health care, recreational, utility, municipal, and federal projects. Bowman Consulting is headquartered just west of Washington, D.C. in Chantilly, Virginia.

Since the company's inception in 1995, Bowman Consulting has enjoyed sustainable growth and strength that are practically unrivaled in the industry. This growth provides professional opportunities for their staff and dedicates remarkable resources to projects of any size. Bowman Consulting's progressive culture attracts the industry's best and brightest people. The firm's focus, however, has remained on their clients and on providing them with high-quality, innovative, cost-effective, and efficient solutions to site and design challenges. From personnel to technology, Bowman Consulting continues to offer and provide the best resources available in the industry.

Bowman Consulting has worked with the private development community for the redevelopment of property in and surrounding existing and proposed metro stations requiring both coordination and collaboration with WMATA personnel on design and construction.

Examples of such projects include the following:

- Rhode Island Metro Redevelopment, adjacent to Rhode Island Metro Station
- The Market Commons near Clarendon Metro Station
- Future Central Place (N Moore and N Lynn Streets) adjacent to Rosslyn Metro Station
- Future Rosslyn Commons (16th Road N, and Clarendon Boulevard) near Rosslyn Metro Station



- Future Arbor Row near the future Tysons Central 123
- Future 90 acre site for redevelopment by EYA with cooperation of Montgomery County adjacent to Shady Grove Metro Station

Bowman Consulting's Leesburg Office has completed over 3,000 projects in Loudoun County to date. Those projects have included current public transportation projects such as a portion of Claiborne Parkway extension for Loudoun County's Transportation Services department. The firm has also held the Loudoun County Public Schools open end contract for civil engineering, whereby they have designed and been involved in the construction of multiple schools and improvements to their facilities. Both their volume of projects completed and their direct collaboration with Loudoun County for the construction of various infrastructure and facilities demonstrate the depth of our experience and expertise in Loudoun County.

### **iii. CONSTRUCTION:**

Since the proposal documents are at a 30% schematic completion level, our approach to the design and construction pricing is to use a variety of detailed pricing information from a cross section of the industry rather than to rely on one captive entity (contractor) for specific pricing. We have strong relationships and connections with precast suppliers and general contractors who each have constructed numerous parking facilities similar to the garages required under this solicitation. This includes detailed estimates from general contractors such as Coakley –Williams, Hitt and Donley's as well as pricing from Tindall Corporation. Through this approach, we are very confident that the facilities will be completed for the estimates (today's dollars) included in our proposal.

Once the award is made for the project, we will complete the design in the most cost effective and efficient manner – making sure to meet or exceed the level of functionality that is included in the proposal documents. In addition, we will make sure to maintain the aesthetic look of the garages as shown on the schematic documents while also value engineering to make certain that the best value is achieved for the overall project.

Our approach is to then bid complete drawings and specifications to well-qualified construction companies to arrive at the best pricing available in the marketplace.

- **ROCK CREEK COMPANIES**

*Role in this Project:* Preconstruction Services / Construction Program Manager

As part of the Developer /Ownership Entity Team, Rock Creek Companies manages the coordination of the design and construction elements of the project. As the drawings are further developed and the various time frames of completion of the facilities are confirmed, Rock Creek analyzes the project goals to provide the most efficient method of procurement and construction. Factors such as the backlog of work for precasters and the various pricing variables in the marketplace for the steel, concrete and other major elements will all be taken into consideration in the final delivery plan for the execution of the project.

This approach has proven to be successful time and time again in the delivery of some of the area's largest and most complicated projects. These projects include National Harbor, Verizon Center, the Pentagon and numerous downtown DC projects.



#### iv. FINANCING:

- **AMERIFUND COMMERCIAL CORP.**

*Role in this Project:* CTL Financing



Amerifund is a financial leader in CTL financing (Credit Tenant Lease Financing or Private Placement Bond Financing). Since October of 1979, Amerifund's staff has been in the single tenant financing arena and believes CTL financing is a logical financing structure in the new economy especially for governmental and single tenant to-be-built projects.

One key feature which sets Amerifund's CTL finance programs apart from traditional banking programs is that CTL financing programs are non recourse loans, the interest rates are typically fixed for longer periods of time, and loan amounts are flexible.

Amerifund's national office has been located in Illinois since July of 1999, where origination, loan placement, processing, and closings are handled. Other origination offices are located throughout the country. Funds for the CTL financing are generated through private placement bonds sold to pension funds, insurance companies, on departments throughout the United States, and high net worth individuals. To date Amerifund has successfully closed over 700 and CTL financing programs in excess of \$5 billion.

- **CAMPUSPARC LP**

*Role in this Project:* High Leverage Equity & Private Debt; Parking P3 Expert

CampusParc LP is the business entity through which QIC Global Infrastructure Corp. (QIC GI) owns and operates The Ohio State University's parking concession, one of the largest campus parking systems in the nation. Their parking staff includes seasoned professionals with decades of experience managing parking facilities. They are committed to providing their clients with efficient, accessible, and user-friendly parking services. CampusParc is responsible for parking access to campus parking assistance, directions and customer service, parking facility maintenance, management of the permit system, motorist assistance outreach, special events parking management, and parking enforcement functions at OSU.



CampusParc manages and operates The Ohio State University's parking facilities, working hand-in-hand with the University to provide the high-quality parking services that students, faculty, staff and visitors need and expect. CampusParc applies the same level of customer service and experience in each project they pursue.

Just as The Ohio State University is a leader in higher education, CampusParc is an expert in parking. Their parking professionals have decades of experience managing parking facilities for universities, special events, governmental and medical campuses across the country.

CampusParc is a parking industry leader in development of public private partnerships. As with all P3 projects one of the largest hurdles is the development team's ability to secure equity and debt. Development of financing structures in today's economy is challenging but combined with parking infrastructure the challenge can become daunting. CampusParc's parent company, QIC, represents one of Australia's largest retirement/pension accounts. As a result CampusParc has the ability to highly leverage (equitize) parking infrastructure projects with their own equity. This results in remaining debt requirements to be reasonable and achievable.

Related to the Loudoun County garage(s), CampusParc can provide consulting services to the development team as we build our development model. CampusParc's experience, staff, and contacts will prove instrumental towards creating an achievable and sustainable parking development model.



## v. OPERATIONS & MAINTENANCE:

### • LAZ PARKING MID-ATLANTIC, LLC

*Role in this Project:* On-site Operations and Maintenance



LAZ Parking (LAZ Karp Associates, LLC) is a national parking company, headquartered in Hartford, CT, with regional offices in Washington DC, Atlanta, Boston, Chicago, Dallas, Houston, Los Angeles, Miami, New York and San Diego. In existence for 30+ years, LAZ Parking now manages more than 1,800 locations in 23 states, 239 cities, and maintains gross revenues in excess of \$780 million annually.

LAZ Parking Mid-Atlantic, LLC, a Connecticut organized limited liability company, is operated from our Washington, D.C. office. This is a full-service office with all day-to-day operations and personnel management issues handled locally. The D.C. office is led by the Regional Vice President, Joe Leightner and includes a Human Resources Manager, a Manager of Internal Auditing, a Claims Manager, a Customer Service Manager, a Regional Controller and a Director of Maintenance. The fact that all of these talented individuals and their support staffs are located in, and dedicated full-time to the Washington, D.C. market allows them to remain flexible and responsive to their customers' and clients' needs. The D.C. Operations Team consists of four Division General Managers and twelve Operations Managers who work directly with their Facility Managers and field personnel to ensure standard operating procedures are followed and customers' and clients' long term strategic and day-to-day needs are met. The Regional Vice President, Joseph Leightner, reports directly to Mike Kuziak, Chief Operating Officer, in the Hartford corporate office. Mr. Kuziak works closely with Jeff Karp (President), and Alan LAZowski (Cofounder).

Although the Washington, D.C., office is a full-service office, LAZ's Hartford resources are can be called upon for assistance. Extensive support is available in the areas of Human Resources, Technology Consulting, Accounting, Training, Legal and Insurance.



LAZ has more than 30 years of experience in the parking industry.

LAZ Parking Mid-Atlantic, LLC is one of LAZ Parking's most dynamic regions with approximately 140 locations in Washington, DC, Maryland (including Baltimore) and Virginia. This region has the privilege of managing such prestigious portfolios as Tishman Speyer, Beacon Properties, WMATA, Manulife Real Estate and the World Bank.



**LAZ Parking’s national portfolio is as follows:**

Number of Locations:	1,800 +
Number of States:	23 States
Number of Cities:	239 Cities
Parking Space Count:	696,000
Gross Revenues:	\$780,000,000
Employee Turnover:	10% (Industry Avg. 37%)

**LAZ currently operates parking facilities and Provides Parking Services for the following clients in the Washington, D.C. area:**

Cassidy Turley (3,000 spaces)	Beacon Capital Partners (3,000 spaces)
Tishman Speyer (2,000 spaces)	Manulife Financial (1,521 spaces)
John Akridge Companies	Jones Lang LaSalle
Lowe Enterprises	C.B. Richard Ellis
Transwestern	World Bank
WMATA (58,000 spaces)	Baltimore Parking Authority (5,000 spaces)
Chicago Tribune	S.C. Herman (2,000 spaces)
Monumental Sports	Fairmont Hotel Group
Kimpton Hotels	Thompson Hotels
Hyatt Hotels	

**VI. PRIVATE PUBLIC PARTNERSHIPS:**

- **MCGUIREWOODS CONSULTING, LLC**  
*Role in this Project:* Virginia P3 Expert



McGuireWoods Consulting LLC (MWC) is a wholly owned subsidiary of the McGuireWoods law firm. MWC was founded in 1998 and provides government relations, public relations and infrastructure and economic development services to clients throughout the United States. Based in Richmond, Virginia, the firm also has offices in Tyson’s Corner Virginia; Washington, D.C.; Springfield and Chicago, Illinois; Raleigh, North Carolina; Columbia, South Carolina; Atlanta, Georgia; Austin, Texas; and Bucharest, Romania. Over the past fifteen years, MWC has grown to become the largest and most diverse public affairs firm in the country.

MWC is widely recognized for its expertise in working with clients to develop successful public-private partnerships. Virginia is widely regarded by many states as a leader in developing the statutory and operational framework now being used across the country for public private partnerships. The firm has earned national and even international credentials for its leading

role that the MWC team played in the drafting of the Virginia legislation, the development of the operating guidelines, the successful representation of clients pursuing these projects, and in advising public entities on the use of these partnerships.

Specifically, the firm has played a vital role in the development and passage of the Virginia Public Private Transportation Act (PPTA) of 1995. Several MWC team members served in the Allen administration when this legislation was passed and worked closely on its implementation. While at MWC, Chris Lloyd, Tracy Baynard, and Frank Atkinson have been involved in the extensive revisions to the PPTA statute in 2002, 2005, 2006, and 2010 to modernize the act to permit concession-type approaches and to address practical issues related to taxation and the public review process for such projects. The MWC team also worked closely with the Office of the Secretary of Transportation and the Virginia Department of Transportation on the development of the PPTA guidelines and related updates.

The MWC PPEA/PPTA team includes Tray Adams, Frank Atkinson, Tracy Baynard, Preston Bryant, Holly DeShields, Susan Liberty, Chris Lloyd, and Emily O'Brien. In fact, MWC team members frequently speak on the topic at national and state conferences including the National Council for Public Private Partnerships, National Association of Counties, the Design-Build Institute of America, the Virginia Engineers Conference, and the American Road and Transportation Builders Association.

**McGuireWoods Consulting has successfully represented clients for the following public private partnership projects:**

- **Elizabeth River Crossings (Skanska Infrastructure Development and Macquarie), Norfolk and Portsmouth, VA:** MWC provided government relations, community outreach, and grass roots organizing services related to this \$2.1 billion underwater tunnel and bridge project. Work also included efforts to overhaul Virginia's toll enforcement statute. Following financial close in 2012, MWC is continuing to represent Elizabeth River Crossings Op-Co, LLC, the operating company created to design, build, operate, maintain, and finance the facility.
- **Route 28 Corridor Improvements (Clark/Shirley), Fairfax and Loudoun Counties, VA:** MWC provided government relations and community outreach assistance for the Route 28 widening project in Fairfax and Loudoun Counties.
- **Route 288, Chesterfield, Powhatan and Goochland Counties, VA:** MWC worked closely with Koch Performance Roads and its other partners in the bid for completing Route 288 in the Chesterfield, Powhatan and Goochland Counties. This was a \$236 million project that included Virginia's first long term pavement warranty.
- **PPEA for New Medium Security Prisons (Centex Construction, now Balfour Beatty), VA:** MWC provided government relations assistance to secure bond funding for three new

medium security prisons (Chatham, Pocahontas, Mount Rogers) that will be built through the PPEA and successfully amended legislation to ensure that the PPEA is used for future facility construction by the Department of Corrections. These projects cost nearly \$250 million. The Chatham and Pocahontas projects were winners of the National Council for Public Private Partnerships Project of the Year award for 2009.

- **PPEA for Rappahannock Regional Jail (Balfour Beatty Construction), Stafford County, VA:** \$48 million expansion of regional jail
- **PPEA Downtown Parking Garage (Donley's Inc.), Fredericksburg, VA:** MWC provided advice to Donley's and government relations assistance related to the company's successful proposal to construct a \$6.5 million parking deck in the city's historic downtown. The McGuireWoods law firm also served as legal counsel to Donley's for the execution of the comprehensive agreement. The project was the National Council for Public Private Partnerships Project of the Year award winner for 2006.
- **PPEA Downtown Parking Garage (Donley's Inc.), Roanoke, VA:** \$7.5 million parking garage project.
- **CGI-AMS Virginia Enterprise Applications PPEA for the Commonwealth of Virginia:** MWC provided strategic advice and government relations to CGI AMS to develop a successful proposal to work in partnership with the Commonwealth to update and reform business practices and provide the supporting IT programs and tools. CGI has successfully negotiated a comprehensive agreement for this project with the Commonwealth with support of McGuireWoods LLP. MWC continues to advise CGI on implementation of the partnership within state government.
- **PPEA for Public Safety Centers (Northrop Grumman), Roanoke County and Stafford County, VA:** MWC provided government relations and strategic advice to the company in developing its successful PPEA proposal to construct a new public safety center for Roanoke County. MWC also assisted the company with a similar proposal in Stafford County. Together, these projects were valued at nearly \$80 million.
- **PPEA for Water and Wastewater Improvements (W.C. Spratt Construction), Fredericksburg, VA:** \$11 million upgrades to city utility infrastructure.
- **PPEA for Public Safety Training Academy (Harlan Construction), Prince George County, VA:** MWC provided assistance with proposal development and the McGuireWoods law firm served as legal counsel to Harlan for the comprehensive agreement negotiations.
- **Mason Inn and Conference Center (Balfour Beatty Construction/Concord Eastridge), George Mason University:** MWC provided assistance in proposal development and government relations support related to identifying the project and securing state and

Board of Visitors approval. The project is valued at over \$51 million. The project earned LEED Gold certification.

- **Water and Wastewater Facility (Mid-Eastern Builders), Southampton County:** MWC provided assistance with proposal development and guidance to county officials in Southampton County for the development of a \$30 million water and wastewater facility.
- **Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services (Balfour Beatty Construction), Staunton, VA:** MWC provided assistance related to the replacement of Western State Hospital for the Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services. This \$125 million facility opened November 2013.
- **Wheelabrator/Waste Management:** Purchase of the waste-to-energy facility from the Southeastern Public Service Authority valued at \$150 million. MWC assisted with securing private activity bond financing for the project.
- **Johnson Controls, VA:** Energy efficiency and renewable energy project installations at Virginia buildings. To date, Johnson Controls has secured over \$10 million of projects at correctional and higher education facilities through this innovative contract.
- **Wastewater Treatment Plant (MEB/Reid Engineering), Caroline County, VA:** \$30 million expansion of wastewater treatment plant.
- **Bus Maintenance Facility (Iskalo Development/Wendel Energy), Fairfax County, VA:** Development of a new bus maintenance facility for the Washington Metropolitan Area Transit Authority (DC Metro). MW LLP secured land use entitlements for the project.
- **Stafford Learning Village (Hess Construction/Haskell Development):** Virginia's first PPEA project. Margaret Brent Elementary and Mountain View High School. \$55 million development.
- **Virginia Tech/Carilion School of Medicine:** MWC successfully represented the team to secure \$59 million of bond financing for the project and secure project approvals from the Virginia General Assembly.

**Other PPEA/PPTA projects currently under consideration in partnership with McGuireWoods Consulting include:**

- **Development of a Water and Wastewater System (Crowder Construction), Prince Edward County, VA** (has an executed interim agreement)
- **Hampton Roads Crossings:** MWC represents the Skanska-Kiewit team to develop an

additional bridge/tunnel crossing of Hampton Roads, expected to cost over \$4 billion.

- **Tri-State Utilities:** MWC is assisting with the company's plans for significant improvements to the water and wastewater infrastructure in Newport News, Virginia.
- **Virginia Canopy Tours:** MWC is assisting with the company's plans to build zip-line canopy tour projects in several Virginia state parks.

**Other PPEA/IPPTA projects where MWC played a role:**

- Virginia Corridor Partners (US Route 460 - Round 1) STAR Solutions (Interstate 81 truck-only lanes)
- City of Winchester Downtown Parking Garage
- Commonwealth of Virginia - 8 1h/91h Street Office Building
- 95/395 HOT Lanes Development
- Newport News International Airport Parking Garage
- Rocks Engineering, Route 28 Parking Garage for Metro Silver Line extension
- Accolade LLC, Virginia State Employee Health Plan Data Management
- City of Richmond Jail Replacement Project
- Webster Investors, LLC Water and Wastewater Plant for Cape Charles, Virginia
- APM Terminals (assume control of Virginia's port assets in Hampton Roads)

**McGuireWoods Consulting has also served as an advisor to a number of local governments in their consideration of public private partnership projects. These include:**

- Hampton Roads Sanitation District (HRSD)
- Prince William Service Authority
- Montgomery County (Virginia) Public Schools
- Loudoun Water
- Alexandria Service Authority
- Prince George County Industrial Development Authority

Finally, related to the firm's experience with specific public private partnership statutes, MWC has been involved with the development and expansion of related tools including design-build, outsourced interstate maintenance, and community development authorities.

- **CAMPUSPARC LP**

*Role in this Project:* Parking P3 Expert; High Leverage Equity & Private Debt

***Refer to firm overview located on page 22***

## VII. LEGAL & LAND USE:

- **MCGUIREWOODS, LLP**

*Role in this Project:* Attorney

McGUIREWOODS

For more than 175 years, McGuireWoods has built its reputation on the bedrock of providing clients with the highest quality legal service and sound strategic guidance. Clients include public and private companies, individuals, and government and nonprofit organizations around the world.

In addition, McGuireWoods' lawyers have consistently been recognized for excellence in legal work and client service. McGuireWoods ranked in the top 10 nationally for volume and number of deals representing lead arrangers and bookrunners in syndicated debt financings. (Thomson Reuters, U.S. Lender Law Firm League Tables, 2011) Again in 2011, the firm was named a BTI Consulting "Client-Service A-Team," as it has been for 11 consecutive years, a distinction maintained by few other U.S. firms. McGuireWoods is also proud to have been the recipient of the Corporate Counsel Association's 2011 Innovator Award for Recruitment and Retention of minority lawyers.

With more than 900 lawyers in 19 offices, the firm has experienced rapid growth, opening offices in Houston and Austin in 2011. The firm has also seen significant growth in its Atlanta, Charlotte, Chicago and Washington, D.C., offices.

As part of the firm's commitment to community service, its lawyers provide thousands of hours of pro bono work annually, including death penalty cases, child support enforcement prosecutions, housing law cases, battered spouse representations, wills and powers of attorney, court-appointed criminal defense and general counseling for nonprofit groups. It also provides legal services and support to local community groups everywhere it does business.

**Land Use/Zoning Experience:** Their land use practice extends far beyond advising clients about local regulations and ordinances. They provide such geographically and professionally wide-ranging assistance to their clients because their formidable land use team includes 25 attorneys and five professional urban planners with significant experience in planning, zoning and development.

We can provide such geographically and professionally wide-ranging assistance to our clients because our formidable land use team includes 25 attorneys and five professional urban planners with advanced degrees and significant experience in planning, zoning and development.

Clients benefit from their comprehensive experience in zoning, environmental, administrative, legislative, and government relations matters. Team-oriented land use practice has allowed



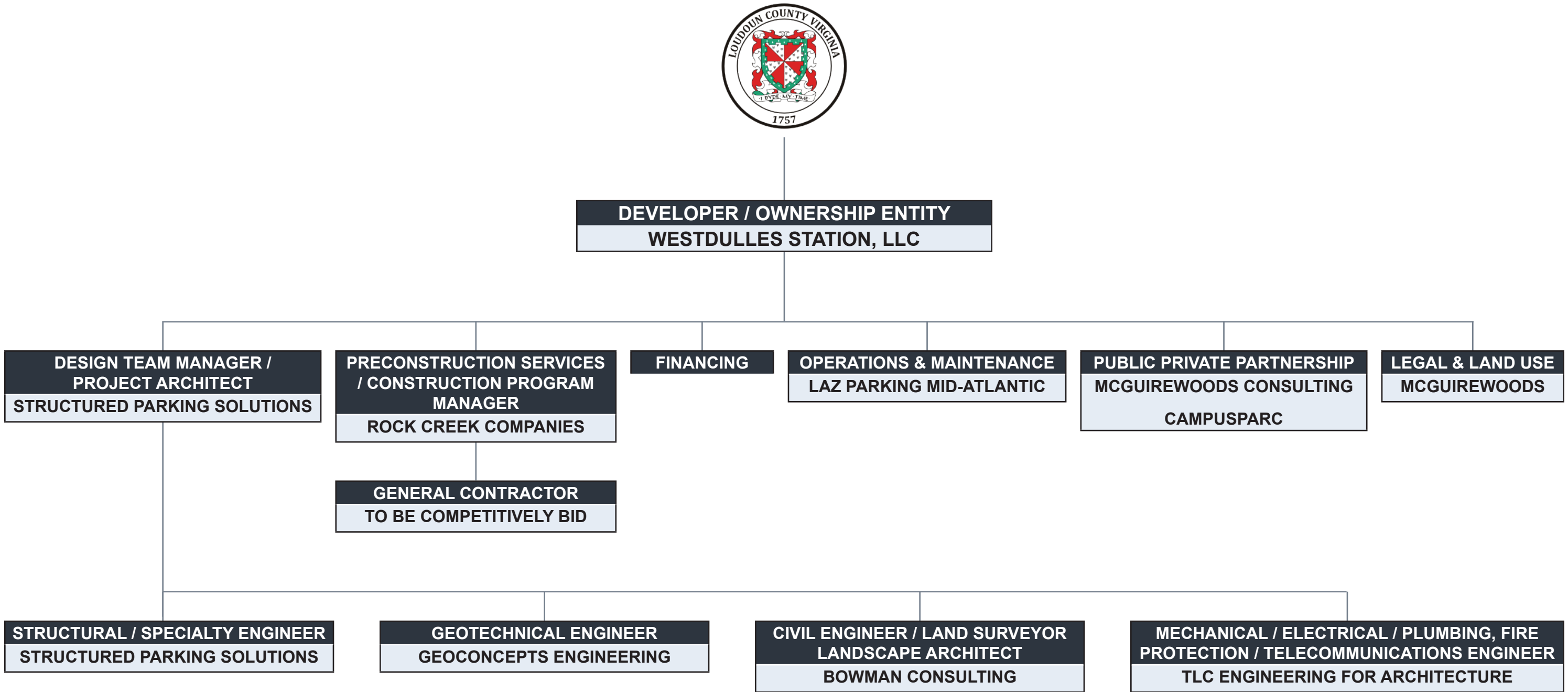
them to establish individual relationships with state and local governing bodies, developers, homeowner's associations, and other civic groups.

**Relevant Experience:**

- **Dulles Transit Partners (DTP) – Metro Phase 1:** McGuireWoods represented WMATA and DTP in obtaining special exception approval for all of the Metro stations associated with the Phase 1 extension to Dulles Airport, including the Wiehle Avenue Station in Reston and the four Tysons stations.
- **Western Alliance for Rail to Dulles (WARD):** McGuireWoods successfully represented WARD, the coalition of property owners who sought to negotiate with Fairfax County to implement a special tax district to fund the Phase II extension of Metro. The effort was successful and the tax district is a lynchpin of the funding for Phase II. During this process, McGuireWoods worked closely with senior County leaders on a variety of financial issues to create a partnership between the landowners and the County.
- **Loudoun Water:** McGuireWoods serves as General Counsel to Loudoun Water representing the Authority on a wide variety issues, including development approval and permitting issues for facility construction and partnership agreements with landowners for construction of system facilities.
- **Carlyle Plaza II:** McGuireWoods represented the City of Alexandria Sanitation Authority and a private developer in obtaining joint development approvals to integrate 1.3 million square feet of private development with a 20 million gallon below grade sanitation facility.
- **Tysons Partnership:** McGuireWoods serves as the only law firm on the Board of the Tysons Partnership, a group formed of property owners, employers and residents of Tysons Corner to continue the effort implement the recent Tysons Comprehensive Plan changes. As part of this service, McGuireWoods has engaged in numerous discussions regarding potential funding mechanisms and partnerships with the County for large scale transportation projects in Tysons.
- **Lorton Arts Foundation/Workhouse Arts Center:** This is an innovative adaptive reuse project that involves the conversion of the former Lorton Federal Penitentiary to a vibrant mixed-use Arts Center on County owned property. We have an eleven (11) year history with the project, and have worked closely with senior County leadership on a wide range of financial and economic issues, ranging from lease preparation, funding sources, land use, and environmental mitigation.

b. Offerors shall provide an organizational chart and narrative description that identifies the proposed team structure clearly delineating relationships between reporting roles.

i. ORGANIZATIONAL CHART:



\*WDS may add the following types of consultants to our team as the project progresses:

- Environmental
- Transportation Planning
- Utilities
- Traffic Engineering

## ii. NARRATIVE DESCRIPTION IDENTIFYING PROPOSED TEAM STRUCTURE

WestDulles Station, LLC (WDS) will be our sole use ownership entity for the Loudoun County garage project(s). As broken down in our list of professionals, WDS ownership includes individuals with unique backgrounds and experience to properly guide the ownership and successful creation of these projects. WDS considers Loudoun County an important partner and part of the WDS structure. WDS and Loudoun County will work hand-in-hand to guide the project development and future operations.

### **Within the WDS Umbrella:**

- Eric Wells will be the primary point of contact between WDS and the County.
- Mark Hassinger will serve as the project manager for WDS and handle day-to-day activities and coordination between the numerous subcontractors and other professionals involving design and construction activities.
- Adrian Lovell will also support and guide design activities, along with input in finance, operational, and maintenance activities.
- Ed Carson will help guide structure and activities, in addition to input on finance, and legal matters.

**Design Team:** With Eric, Mark and Adrian's assistance, Structured Parking Solutions (Mike Richardson) will guide all design team ordination efforts.

**Construction Team:** Eric, Mark and Ed will provide ownership oversight of construction activities along with the assistance of Rock Creek Companies who will provide structure and management oversight. With oversight from these individuals, WDS, with the full knowledge of construction requirements and the scope of the project, will competitively bid out general contracting functions and announce the general contractor at a later date.

**Finance:** Ownership of WDS will collectively guide finance obligations once all financial parameters are understood and negotiated with the County. With the limited information known in the ever-changing direction of the financial markets we are unable to specifically identify a financing partner at this early stage of the project. However, we have included a menu of possible financing alternatives/structures in our proposal including a "commitment letter" from one of those alternative companies.

**Parking Operations and Maintenance:** LAZ Parking will provide day-to-day operations and maintenance functions for the parking garage(s), as well as providing invaluable design, maintenance and life cycle input to the design process with oversight from WDS ownership.

**Legal / P3 Guidance:** McGuireWoods LLP and McGuireWoods Consulting provide our team's legal counsel and consultation services as related to private public partnerships. Their firm was instrumental in developing Virginia's P3 laws and has worked with WDS ownership on other projects. Their legal expertise and involvement in the project will include transactional and land use related matters.

- c. *Summary qualifications of key Project staff should be included as well as a description of their role on this Project and relevant experience.*

**Figure 2 below lists the WDS team's project staff key members and roles. A summary of qualifications for each individual follows.**

**FIGURE 2: MATRIX OF PROJECT KEY STAFF AND ROLES**

NAME OF INDIVIDUAL	ROLE IN PROJECT	FIRM
ERIC WELLS	- PARTNER - MANAGER	WESTDULLES STATION
MARK HASSINGER	PROJECT MANAGER	WESTDULLES STATION
W. ADRIAN LOVELL	- PARTNER - DESIGN & DEVELOPMENT OVERSIGHT - STRUCTURAL/SPECIALTY ENGINEER	WESTDULLES STATION & STRUCTURED PARKING SOLUTIONS
JOSEPH ED CARSON	- PARTNER - CONSTRUCTION & FINANCE OVERSIGHT	WESTDULLES STATION
MICHAEL RICHARDSON	DESIGN TEAM MANAGER; PROJECT ARCHITECT	STRUCTURED PARKING SOLUTIONS
PAUL BURKART	GEOTECHNICAL ENGINEER	GEOCONCEPTS ENGINEERING
PATRICK QUANTE	CIVIL ENGINEER	BOWMAN CONSULTING
MARK BAKER	LANDSCAPE ARCHITECT	BOWMAN CONSULTING
DAVID KERSEY	PRECONSTRUCTION SERVICES / CONSTRUCTION PROGRAM MANAGER	ROCK CREEK COMPANIES
JOE LEIGHTNER	ACCOUNT REPRESENTATIVE FOR OPERATIONS & MAINTENANCE	LAZ PARKING MID-ATLANTIC
TRACY BAYNARD	VIRGINIA P3 EXPERT	MCGUIREWOODS CONSULTING
KEN WIRE	ATTORNEY	MCGUIREWOODS

**i. ERIC R. WELLS****Partner, WestDulles Station, LLC**

*Role in this Project:* Manager



*Relevant Experience:* Eric R. Wells has been a prominent commercial contractor, real estate developer and businessman for the past 39 years primarily in Northern Virginia. He initially worked in the commercial and residential construction industry as a project manager for various home building and site development companies in the early 1970's.

In 1973, Mr. Wells founded Southland Concrete Corporation. The company began building commercial projects throughout the Mid-Atlantic regions in the 1980's and today is one of the largest commercial concrete contractors in this region.

In 1983, he founded TUCON Construction Corporation, a commercial general contractor, which specializes in the building of office, industrial and retail buildings, mission critical facilities as well as office build-outs and renovations.

Southland and TUCON, both continuously headquartered in Loudoun County, employed over 750 people full time and had combined sales of over \$160 million when Mr. Wells sold the companies in 2001. Each business became an independently owned ESOP company. In 1999, 2000 and 2001, they were also recognized as Virginia Fantastic 50 Businesses by the Virginia Chamber of Commerce. They have continuously received recognition by the commercial building industry with numerous awards. Mr. Wells remains an active chairman of Southland Concrete, while managing the assets of the selling holding company as President of Apex Corporation.

Additionally, Eric Wells has developed and owned approximately 2,000,000 square feet of office and institutional properties in the Dulles Airport Area of Northern Virginia between 1978 and the present. He is a past Director, Executive Committee member, and the 2007 Chairman of the Northern Virginia Chapter of the National Association of Industrial and Office Properties (NAIOP). Mr. Wells is a founding Member of the Loudoun County CEO Cabinet, a member of the Dulles Corridor Rail Association Board of Directors and President of Mercure Business Park Associates. He was a Founding Director of Bank of the Potomac in 1987, which was acquired by F&M Bank of Winchester in 1995 and is now owned by BB&T Bank. Mr. Wells became President, CEO and a Board Member of AiroCare, Inc., an industrial technology company, in 2010.

WestDulles Properties, LLC, a Well's owned and managed company, recently developed approximately 700,000 square feet of industrial condominium properties for sale in Northern Virginia. WestDulles has an additional 1,000,000 building square feet of office, flex and industrial development planned in prime locations in Loudoun County and Prince William County. Mr. Wells is the owner of West Dulles Station, a Silver Line Metro Site, planned for a Transit Related Employment Center (TREC) development of 2,500,000 SF.



Development History: Companies owned by Wells began development construction projects in 1978 with the construction of the first tilt-up building in this area, the 75,000 SF Mid Atlantic Gift Center in Reston. Wells companies began building two to three industrial buildings a year in the early 1980's expanding to 10 to 20 buildings per year in the late 1980's. By 1986, those companies were developing and building several industrial and flex buildings in Sterling that became TransDulles Centre. Wells-owned Landstar Development Corporation developed, owned, managed and leased over 600,000 SF of commercial buildings in TransDulles in a JV with JP Morgan Investment Management. The development rights and management business of Landstar were sold to Winkler Companies in 1994 and are now owned and managed by Duke Realty. Wells companies continued to develop buildings in TransDulles over the next decade.

Southland Concrete and TUCON Construction, as a concrete contractor and a general Contractor respectively have built several hundred buildings over the past three decades with many of them located in Loudoun County. These companies were sold to their employees in 2001 and Wells remained as the chairman of both ESOP entities. Southland continues to be one of the top rated concrete specialty contractors in the region. TUCON constructed over a hundred build to suit buildings in the region, many design-build projects.

TUCON ceased operations in 2006 and its key leaders have subsequently become owners of Trinity Group, Vantage Construction, Focus Construction and Patriot Contracting.

WestDulles Properties, Inc. was the Wells successor company to Landstar Development. The company's primary focus has been on commercial property. The 56,000 SF class A office condominium, Willow Creek, is under development and the WestDulles Station Metro development of 2,500,000 SF is actively being planned and entitled. Both projects are owned by Wells interests. The WestDulles Station property is in discussions with neighboring MWAA for a Joint Development/Public Private Partnership expansion by several million square feet of suburban/urban Transit Development.

WestDulles Properties owned and developed several multi-building commercial properties in the past decade including Steeplechase Industrial Parking in Sterling (four buildings, 275,000 SF); Avion Business Park in Chantilly (three buildings, 250,000 SF); Gunston Center in Lorton (one building, 110,000 SF); and Mercure Business Park in Dulles (five buildings, 315,000 SF). All but two of these buildings were sold out as industrial condominiums, with the others developed as built to suit properties for sale. Freedom Industrial Park in Manassas was planned as a 219,000 SF, two building industrial project; it was subsequently sold to Dominion Virginia Power for use as a power substation.

**ii. MARK S. HASSINGER****WestDulles Station, LLC**

*Role in this Project:* Project Manager



*Relevant Experience:* Mark Hassinger joined WestDulles Properties in 2004 as Senior Vice President of Development and was appointed President in early 2006. Mark has over 35 years of real estate development experience and leads all development and operational activities at WestDulles Properties. Prior to joining WestDulles Properties, Mr. Hassinger spent 10 years with Lerner Enterprises as a Development Director and 9 years with Lee Sammis Associates (LSA) as their Director of Development. At LSA, Mark was instrumental in setting the standards for its developments which earned a reputation for design excellence within the real estate community. Some of his experiences at LSA included the development of high security/high tech buildings for Government contractors. He was involved at LSA in the master planning, design and development commercial office parks that totaled over 600 acres and were planned for over 6 million SF of commercial product. His expertise and experience includes land use entitlements, master planning, design, permitting, development and construction management, lease and land sale negotiations, business park infrastructure design and land search, due diligence, project feasibility and acquisition.

The projects were located throughout the metropolitan Washington DC region and Mark's involvement included entitlements, park master and site planning, permitting, architecture/design, construction/development management and leasing. The projects included: Columbia Gateway; Clarksburg Gateway Center (zoning, planning and park infrastructure to allow one million SF of development); Dulles Technology Center, Campus Commons, The Branches, Lafayette Business Center, Corporate Pint and Prince William Commons (mixed use).

With Lerner Enterprises, Mark was involved in the "re-master planning" of Dulles Town Center (mixed use 600 acre park that included the innovative Parc Dulles multi-family project); Beaumeade Corporate Park (600 acre business park); High Point Business Park; Vintage Park; Spectrum; Sterling Business Park; and Dulles 28 Center. At WestDulles Properties he has been involved in the planning and development of Avion Business Park; Steeplechase Business Park; Gunston Industrial Condos and the planning of WestDulles Station.

Mark is the current Chairman-Elect of NAIOP Northern Virginia, has served as Vice Chairman for Government Relations and is a member of the executive committee. He has recently been instrumental in helping NAIOP launch a new Master of Real Estate Development Program at George Mason University. He also is the moderator of the award winning NAIOP Northern Virginia education series Development 101. In the community, Mark is a member of the Practitioner Faculty of the John Hopkins University Carey Business School Master of Science in Real Estate Program; is an Adjunct Faculty member at George Mason's Center for Real Estate Entrepreneurship; is an associate member of the Urban Land Institute and has moderated numerous real estate seminars for ULI including the Advanced Commercial Development section of their Real Estate School. He also serves on Loudoun County's Economic Development Commission and is a member of Lambda Alpha, an honorary Land Economics Society.

### iii. JOSEPH “ED” CARSON

**Partner, WestDulles Station, LLC**

*Role in this Project:* Construction & Finance Oversight



*Relevant Experience:* President of Carson Lovell Incorporated (a commercial real estate business established in 1995), Mr. Carson is experienced in the development and management of a variety of property types. In the past 18 years, he has developed and rehabbed over 20 properties as well as managed numerous properties with a diverse office tenant list that includes the federal government, state government, county government, health care, and many types of professionals of approximately 200,000 SF.

Mr. Carson also serves as a Partner of Structured Parking Solutions (specializing in the design, development, management, and financing of parking structures) and President of Carson Construction, Inc. (a Florida-based firm providing general contracting services for over 25 years). He has over 30 years of experience in construction. As an owner/developer and a general contractor, he is well versed in all facets of construction and lends an inclusive perspective to any project. In his career, Mr. Carson has become very familiar with building pre-cast concrete structures.

He is a Certified General Contractor in the state of Florida and also serves as the Chairman of the State of Florida Product Approval Oversight Committee, as well as a Board Member of the Florida Building Commission since 2000. Mr. Carson holds a Bachelor of Building Construction degree from the University of Florida.

#### *Representative Projects:*

- **Auburn University North Park Parking Garage ▪ New Facility ▪ Auburn, AL**  
*Codeveloper, Owner:* \$10M, six-level, 918 space parking garage project.
- **Memphis VA Medical Center EUL Project ▪ New Facilities ▪ Memphis, TN**  
*Codeveloper:* Multi-phase phase project provided under an Enhanced Use Lease that includes a 1,000+ space parking garage (Phase I) and a 500 space parking garage, medical clinic and hotel (Phase II). \$30M+ Estimated.
- **City of Bristol Parking Garages ▪ New Facilities ▪ Bristol, VA**  
*Developer:* PPEA multi-phase phase project that includes two parking garages with 600+ spaces. \$8.35M Estimated.
- **Alcaniz Center ▪ New Facility ▪ Pensacola, FL**  
*Developer, Property Manager:* \$8M, three-building, 45,000 SF mixed use facility.
- **North Davis Highway Office Building ▪ New Facility ▪ Pensacola, FL**  
*Developer, Property Manager:* 25,000 SF office complex.
- **Beggs and Lane Office Building ▪ New Facility ▪ Pensacola, FL**  
*Developer:* 36,000 SF of office space.

#### iv. W. ADRIAN LOVELL, JR. PE

**Partner, WestDulles Station, LLC**

*Role in this Project:* Design & Development Oversight (WestDulles Station)  
Structural/Specialty Engineer (Structured Parking Solutions)



*Relevant Experience:* Vice President of Carson Lovell Incorporated (a commercial real estate business established in 1995), Mr. Lovell is experienced in the development and management of a variety of property types. In the past 18 years, he has developed and rehabbed over 20 properties as well as managed numerous properties with a diverse office tenant list that includes the federal government, state government, county government, health care, and many types of professionals of approximately 200,000 SF.

Mr. Lovell also serves as a Partner of Structured Parking Solutions (specializing in the design, development, management, and financing of parking structures) and CEO of PTAC Consulting Engineers (a Structural Engineering firm dedicated to precast/prestressed concrete design and detailing since 1991). He has over 32 years of extensive experience in structural design, detailing and project management of precast/prestressed concrete structures and has provided design services for over 125 parking structures. He is a long-time member of the Precast / Prestressed Concrete Institute (PCI), serving as a member of PCI's Committee on Parking Structures and contributor to their publication "Parking Structures Recommended Practices for Design and Construction."

He has an immense understanding of precast designs and has developed and maintained long-lasting relationships with numerous precasting companies. His dual knowledge and level of experience allows him to provide vital knowledge in maximizing any deck, in terms of design, functionality and quality for the available dollar. He will bring value through design cost control measures and provide quality control throughout design and construction.

#### *Representative Projects:*

- **Auburn University North Park Parking Garage ▪ New Facility ▪ Auburn, AL**  
*Codeveloper, Owner, Specialty Engineer:* \$10M, 918 space parking garage project.
- **Memphis VA Medical Center EUL Project ▪ New Facilities ▪ Memphis, TN**  
*Codeveloper, Structural and Specialty Engineer:* Multi-phase phase project provided under an Enhanced Use Lease that includes a 1,000+ space parking garage (Phase I) and a 500 space parking garage, medical clinic and hotel (Phase II). \$30M+ Estimated.
- **City of Bristol Parking Garages ▪ New Facilities ▪ Bristol, VA**  
*Developer, Structural and Specialty Engineer:* PPEA multi-phase phase project that includes two parking garages with 600+ spaces. \$8.35M.
- **Alcaniz Center ▪ New Facility ▪ Pensacola, FL**  
*Developer, Property Manager, Structural and Specialty Engineer:* \$8M, three-building, 45,000 SF mixed use facility.

- **North Davis Highway Office Building ▪ New Facility ▪ Pensacola, FL**  
*Developer, Property Manager, Structural and Specialty Engineer:* 25,000 SF office complex.
- **Beggs and Lane Office Building ▪ New Facility ▪ Pensacola, FL**  
*Developer:* 36,000 SF of office space.
- **Biloxi VA Medical Center Parking Garage ▪ New Facility ▪ Biloxi, MS**  
*Structural and Specialty Engineer:* \$12.6M, 982 space Design/Build parking garage.
- **Valdosta State University Sustella Street Parking Garage ▪ New Facility ▪ GA:**  
*Specialty Engineer:* \$13.6M, six-level, 1,165 space parking garage multi-use facility that includes offices for the Department of Parking and Transportation, a rental center for Campus Recreation and a University Police substation.
- **City of Bergen Parking Garage ▪ New Facility ▪ Bergen, NJ**  
*Specialty Engineer:* Four-level, 1,650 space, 540,000 SF parking garage.
- **University Corners Parking Garage ▪ New Facility ▪ Gainesville, FL**  
*Structural and Specialty Engineer:* Residential, hotel and retail development project including a 1,131 space parking garage.
- **Metro Nashville Airport Authority CONRAC ▪ New Facility ▪ Nashville, TN**  
*Specialty Engineer:* \$20M, 2,500 space, 900,000 SF multi-use parking garage facility.
- **Hard Rock Casino Parking Garage ▪ New Facility ▪ Tampa, FL**  
*Specialty Engineer:* \$14.6M, five-level, 1,570 space, 550,000 SF multi-use parking garage facility.
- **Augusta VA Medical Center Parking Garage ▪ New Facility ▪ Augusta, GA**  
*Structural and Specialty Engineer:* \$7M, 490 space Design/Build parking garage.
- **University Corners Parking Garage ▪ New Facility ▪ Gainesville, FL**  
*Structural and Specialty Engineer:* Residential, hotel and retail development project including a 1,131 space parking garage.
- **Shoppes of Veranda Parking Garage ▪ New Facility ▪ Ponte Vedra Beach, FL**  
*Specialty Engineer:* Four-level, 1,250 space, 400,000 SF parking garage.
- **City of Nashville Richard H. Fulton Parking Garage ▪ New Facility ▪ Nashville, TN**  
*Specialty Engineer:* Five-level, 875 space, 280,000 SF parking garage.
- **Pikeville Medical Center Parking Garage ▪ New Facility ▪ Pikeville, KY**  
*Specialty Engineer:* \$15 million, nine-level, 1,250 space, 390,000 SF parking garage.
- **City of LaGrange Downtown Parking Garage ▪ New Facility ▪ LaGrange, GA**  
*Specialty Engineer:* \$6.1 million, three-level, 300 space parking garage



**v. MICHAEL C. RICHARDSON, AIA, NCARB, LEED AP BD+C**

**Project Manager, Structured Parking Solutions, LLC**

*Role in this Project:* Design Team Project Manager, Project Architect



*Relevant Experience:* Project Manager of Structured Parking Solutions (specializing in the design, development, management, and financing of parking structures) and First Vice President of Bullock Tice Associates (a well-established Architectural and Interior Design firm providing services throughout the Southeast for over 50 years), Mike Richardson, AIA, LEED AP BD+C has over 36 years of experience in architectural design, construction administration, and project management.

Mr. Richardson is skilled in 1) orchestrating and guiding broad based participatory decisions in a timely manner, 2) developing and presenting multiple options for consideration in a short time frame, and 3) consistently delivering on time. He offers in-depth experience in a broad range of building types ranging in construction value from \$500,000 to \$220 million. Due to Mr. Richardson's past experience with parking garages and many high-rise condominium projects, he is well versed in precast structures, cast-in-place, post-tension slabs, reinforced columns and pile foundations. Through his experience with a variety of structural methods, he has gained the ability to incorporate the highest quality architectural design, regardless of structural method.

Mr. Richardson holds a Master of Architecture degree as well as a Bachelor of Architecture degree from Tulane University. He is a registered architect in five states.

*Representative Projects:*

- **Memphis VA Medical Center EUL Project ▪ New Facilities ▪ Memphis, TN**  
*Project Manager / Architect of Record:* Multi-phase project provided under an Enhanced Use Lease that includes a 1,000+ space parking garage (Phase I) and a 500 space parking garage, medical clinic and hotel (Phase II). \$30M+ Estimated.
- **City of Bristol Parking Garages ▪ New Facilities ▪ Bristol, VA**  
*Project Manager / Architect of Record:* PPEA multi-phase project that includes two parking garages with 600+ spaces. \$8.35M.
- **Biloxi VA Medical Center Parking Garage ▪ New Facility ▪ Biloxi, MS**  
*Principal-in-Charge:* \$12.6M, 982 space Design/Build parking garage.
- **Augusta VA Medical Center Parking Garage ▪ New Facility ▪ Augusta, GA**  
*Project Manager / Architect of Record:* \$7M, 490 space Design/Build parking garage.
- **University Corners Parking Garage ▪ New Facility ▪ Gainesville, FL**  
*Project Architect:* Residential, hotel and retail development project including a 1,131 space parking garage.
- **M.C. Blanchard Judicial Building Parking Garage ▪ New Facility ▪ Pensacola, FL**  
*Project Manager / Architect:* \$3.4M, three-level, 221 space, Design/Build parking garage.

**vi. PAUL E. BURKART, PE****Principal, GeoConcepts Engineering, Inc.****Role in this Project:** Geotechnical Engineer

Mr. Burkart will manage the day-to-day geotechnical engineering activities for the project during design and construction. He will coordinate GeoConcepts' services with development team, Loudoun County and other regulatory agency personnel. During design he will coordinate the field investigation, conduct an analysis of the engineering data, and provide a final geotechnical engineering report to the client with design recommendations. During construction he will coordinate the testing activities with field personnel, review field generated paperwork, address problems and issues encountered during construction, develop summary transmittal reports regarding observations and test results, and provide final certification of the testing services at the completion of the projects.

**Relevant Experience:** Mr. Burkart has more than 28 years of experience in geotechnical engineering and materials testing and serves as the Director of Geotechnical Engineering Services. He has provided services for numerous parking structures in the Washington Metropolitan Area for entities such as WMATA, VRE, and the US Army Corps of Engineers. He has managed over 130 projects in Loudoun County within the last 14 years endowing him with an in depth understanding of how the local subsurface conditions can impact design and construction.

He holds a Master of Science degree in Geotechnical Engineering as well as a Bachelor of Science degree in Civil Engineering, both from the University of Maryland. He is a registered professional engineer in eight states, including Virginia (04-02 021556).

**Representative Projects:**

- **Dulles Corridor Metrorail Project Phase 2, Reston to Ashburn, VA: Project Reviewer (Geotechnical):** \$1.2B, design-build project involving the construction of six metro stations; 11.4 miles of track and guideways; and wayside components. Providing field investigation and soil laboratory testing services for the rail extension as well as geotechnical design for all six metro stations.
- **Avenir Place at Dunn Loring Metro Parking Garage, Vienna, Fairfax County, VA: Project Reviewer (Geotechnical & Construction Testing/Inspections):** \$1.5M project involving the development of a 10-acre WMATA site into a mixed-use development including construction of a WMATA 2,100 space parking garage; Kiss-and Ride Lot; and eight bus bays for the metro station. Due to the relatively soft surficial soils, GeoConcepts conducted an analysis of three foundation options in order to determine which would be best-suited to meet project budget and schedules. Recommendations were provided regarding foundations, lateral earth pressures for basement walls, pavement design, excavation support, earthwork, and comments on WMATA Adjacent Construction requirements.

- **WMATA Greenbelt Test Track and Commissioning Facility, Greenbelt, Prince George's County, MD:** *Project Reviewer (Geotechnical):* \$66M, design-build project involving the construction of a 2-story commissioning facility; a 45,000 SF 3-story 2-bay parking garage; and an 1.85-mile test track to be built between existing test tracks and CSX tracks. Retaining walls, sound walls, micro-bioretenment systems, landscape infiltration, and permeable pavements were also planned for the site. Subsurface conditions were evaluated by drilling 38 soil test borings and hand auger borings in addition to reviewing a previous geotechnical report. Recommendations were provided regarding foundations, lower floor slabs, test track retaining walls and sound walls, pavements, earthwork, and stormwater management by infiltration.
- **Waxpool Road and Loudoun County Parkway Intersection Improvements, Ashburn, VA:** *Project Reviewer (Geotechnical & Construction Testing/Inspections):* \$3.9M project to improve the turn lanes of all four roadways at the intersection. Subsurface conditions were investigated by drilling five test borings and reviewing a preliminary geotechnical engineering study that was completed previously. Recommendations were provided regarding pavements, earthwork, and rock excavation. This was completed as a design-build project.
- **United States Coast Guard Headquarters and Parking Garage, St. Elizabeths West Campus, Washington, DC:** *Project Reviewer (Geotechnical):* \$650M, design-build project involving the construction of a 1.2 million SF building and a 7-story parking garage with the capacity to hold 3,000 vehicles. Both structures were built to meet LEED Gold Certification requirements. Recommendations for foundation options, floor slabs, lateral earth pressures, temporary and permanent dewatering, pavements, and excavation bracing were also provided.
- **Twinbrook Station Development and WMATA Parking Garage, Rockville, MD:** *Project Reviewer (Geotechnical & Construction Testing/Inspections):* \$53M project that provides a 6-story retail/residential building, a 7-story parking garage, and three 4-story residential buildings with underground parking built adjacent to the Twinbrook Metrorail Station. Subsurface conditions were investigated by drilling total of 37 soil test borings at the site. Recommendations were provided regarding foundations, lower floor slabs, lateral earth pressures, subdrainage, construction dewatering, pavements, earthwork, and excavation support.

**vii. PATRICK D. QUANTE, PE, LEED AP****Principal, Bowman Consulting***Role in this Project:* Civil Engineer

*Relevant Experience:* Mr. Quante brings over 25 years of experience managing all aspects of planning, design and construction of commercial, residential and municipal projects in Loudoun County. For over 10 years, he has managed the operation of the Bowman Leesburg office overseeing Planning, Engineering and Surveying operations in Loudoun County. Mr. Quante has been and continues to be an active participant in industry, community and regional organizations that establish, monitor and change the regulations governing the approvals and construction.

He holds both a Master of Engineering degree and a Bachelor of Science degree in Civil Engineering from Old Dominion University and is a licensed Professional Engineer in the state of Virginia. He is the Vice Chairman of the Zoning Ordinance Action Group, appointed by the Loudoun County Board of Supervisors, 2012 and served as the Past Vice Chair of the Zoning Ordinance Review Committee appointed by the Loudoun County Board of Supervisors, 2004; and Past Member of Loudoun County (FSM) Public Review Committee, appointed by Loudoun County Board of Supervisors and Past Chairman of Loudoun County, ESI Committee.

*Representative Projects:*

- **Professional Design Services Term Contract, Loudoun County Public Schools, Loudoun County VA:** *Principal-in-Charge:* Open-end contract held since June 2007. Provides direction and coordination for the Loudoun County Public Schools for site studies and evaluations, zoning applications, site surveys, site plans, sanitary sewage facilities, and other land development-related tasks.
- **Engineering Services Term Contract, Loudoun County, VA:** *Principal-in-Charge:* Open-end contract held from 2000 to 2007. Provides direction and coordination for the Loudoun County Department of General Services and other county agencies for site studies and evaluations, site surveys, site plans, sanitary sewage facilities, and other land development-related tasks.
- **Arcola Center, Loudoun County, VA:** *Project Manager:* 352-acre, mixed-use community. Project consists of approximately 2400 residential units (attached and multi-family) and 3.4 million SF of commercial and retail space. Involved with rezoning and preliminary design of the overall project and final design for just under 2- miles of 4-lane divided roadway with associated utilities.
- **Loudoun County Parkway - Ryan Road to Creighton Road, Loudoun County, VA:** *Principal-in-Charge:* Design of 9,500 LF of 4 lane divided public roadway in Loudoun County. Design included horizontal and vertical design and associated drainage and utility improvements such as storm sewer, waterline, and water quality design. The design also involved relocation of an existing intersection while maintaining the road open to traffic. Estimated construction cost of 9.6 million dollars.

- **Stonewall Secure Data Park, Loudoun County, VA**

*Project Manager:* Secure data center project that will consist of up to 3.6 million sf data center space with associated office and other support services. The project will supply independent power and water to users if need. The first phase of the project consists of 400,000 sf of data centers to be located in 3 buildings has been designed along with 2 miles of off site water and sewer utilities to serve the site.



**viii. MARK W. BAKER, PLA****Principal, Bowman Consulting**

*Role in this Project:* Landscape Architecture/Land Planning/GIS Mapping

*Relevant Experience:* Mr. Baker oversees a team of certified land planners, and landscape architects and various sub-consultants associated with his projects. He guides his team in the project management, strategic planning, graphics studio, visualization graphics, and processing of zoning applications, pre-engineering feasibility, site analysis, and land use entitlements for both public and private sector projects. Mr. Baker holds a Bachelor of Science degree from Virginia Polytechnic Institute and State University. He is certified by the Council of Landscape Architectural Registration Boards and is a Licensed Landscape Architect in the state of Virginia. His affiliations include NAIOP (Northern Virginia Chapter); Urban Land Institute (ULI); Loudoun County Chamber of Commerce (Board of Directors, 2011-2013); US Green Building Council (USGBC); and ZTAC Route 28 Committee, Loudoun Chamber, Representative.

*Representative Projects:*

- **Arcola Center, Loudoun County, VA**

Arcola Center is a planned mixed-use development on approximately 400-acres. Mr. Baker was involved with this project during the rezoning phase, managing all necessary planning and engineering documents, and working closely with project stakeholders and local municipal representatives to develop the approach for the rezoning package. This rezoning plan includes 2,400 residential units, 3.4 million sf commercial and retail space and a park-and-ride facility with 200 spaces and a bus shelter for public use.

- **Dulles Parkway Center, Loudoun County, VA**

Bowman Consulting designed the site's initial infrastructure to include the design of approximately 3,200 linear feet of a four-lane divided roadway to improve the site along its frontage at Route 643. Bowman Consulting has also designed 2,200 linear feet of Centergate Drive, a four-lane undivided roadway, in the southern pod of the project. In addition to the roadway, drainage waterline and sanitary sewer improvement, Bowman Consulting designed a regional storm water management and Best Management Practice (BMP) pond to serve the site.

- **Shady Grove Metro, Montgomery County, MD**

Provided oversight to landscape architectural services for a mixed-use development of a multi-family residential, townhouse, and retail uses that include two community pools, tot lots, community garden plots, pocket parks, public plaza areas, and streetscape for both residential and commercial applications. Special emphasis was placed on logically integrating bio-retention plant materials into the urban streetscape to satisfy both the streetscape concept and storm water requirements for the development.

**ix. DAVID CLARK KERSEY****Founding Partner, Rock Creek Companies**

*Role in this Project:* Preconstruction Services /  
Construction Program Manager



*Relevant Experience:* Mr. Kersey has more than 29 years experience in management of Real Estate, Development and Construction. He is a experienced leader and manager; successful at building and managing high-performance project teams to successfully execute the planning, design and construction of any size project with previous budgeting and schedule responsibilities up to \$2 billion. He is a strategic and inspirational leader with excellent communication skills and a clear sense of purpose and urgency when faced with diverse situational challenges during periods of both increasing demands and declining resources. He is also skilled at establishing and motivating team organizations, maximizing resources, requiring cooperation and excellence within culturally diverse environments, translating concepts into specific contracting strategies, and planning/executing real estate development and construction programs. Mr. Kersey's key qualifications include:

- Corporate Goal Alignment/Project Planning
- Organizational Management
- Strategic Contracting & Business Relationships
- Developing Efficient & Effective Procedures
- Team Motivation and Alignment
- Enhancing Team Communication
- Pro-forma Planning & Financial Modeling Negotiating/Bidding Large Contracts
- Industry, Community & Political Relations Developing Bidding & Pricing Strategies
- On Time and On Budget performance Forecasting & Budgeting (Cash flows)

His firm, Rock Creek Companies, provides Development and Construction Management and Owner Representation services focusing on overall project goal alignment to effectively manage design, development and construction issues for projects of all sizes from residential to commercial to mixed-use.

His prior experience includes serving as the Regional Manager, DC for Plano-Coudon, LLC (2010 – June 2012). He was responsible for on-site leadership of design and construction of the first phase of National Harbor, The Peterson Companies' 300 acre mixed-use, 7.4 Million SF, \$4 billion town center type project in Prince George's County, Maryland. He was brought in to manage the range of design and construction elements from infrastructure and utility planning to the design and construction of over 12 buildings encompassing retail, residential, office, hotels and parking facilities. He led a team of 24, including senior managers, assistant managers, field personnel and administrative support to formulate the corporate vision and implement strategies for getting the project designed and built. He was responsible for contracting with all design and construction entities and coordinating third party development deals including direct developer coordination with the \$800 million Gaylord National Resort

& Convention Center, the Westin Hotel, the Hampton Inn & Suites, the Marriott Residence Inn and the Wyndham Resort and Timeshare. He served as the on-site leader and executive with full project representation responsibilities to county agencies, utility companies and all design and construction entities. Critical objectives that accomplished included:

- Achieved success for project opening on time – on April 1, 2008 – including 3 parking garages, public spaces, piers, plaza and site security. Included 12 buildings of significant completion.
- Led team through negotiations and management of over \$300 million in direct contracts for Peterson related work including dredging, piers, buildings, landscape, artwork, etc.
- Assembled multi-faceted team from infrastructure, land development, office building, residential and retail specialties to work together towards common goals to meet major anchor's cotenancy requirements.
- Negotiated delay claims and additional work claims for various parts of the project, averaging savings of over 60% of submitted claim proposals.
- Led development of many new project procedures needed to effectively improve communications within the team and to appropriately manage all portions of the work.

Mr. Kersey holds a Bachelor of Science degree in Industrial Engineering & Operations Research from Virginia Tech in Blacksburg, VA.

#### x. **JOE LEIGHTNER**

**Regional Vice President, LAZ Parking Mid-Atlantic, LLC**

*Role in this Project:* Operations and Maintenance Representative

*Relevant Experience:* Joe Leightner, Regional Vice President, joined LAZ Parking in November 1999. Prior to joining the LAZ team, Mr. Leightner worked with Jones Lang LaSalle in their property management division. His previous experience includes eight years in the parking industry, including six years with Century Parking (purchased by Standard Parking in 1998). His responsibilities included garage operations, bid/proposal preparation and personnel management. In his current role at LAZ, Mr. Leightner is instrumental in client development, revenue control technology implementation, facility start-ups and yield management efforts. Mr. Leightner is a graduate of The Ohio State University with a Bachelor's Degree in Business Administration, specializing in Marketing.

**xi. TRACY M. BAYNARD**

**Senior Vice President, Infrastructure & Economic Development  
McGuireWoods Consulting LLC**

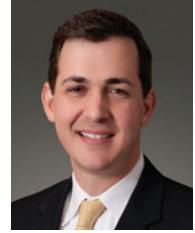
*Role in this Project:* VA P3 Expert



*Relevant Experience:* Tracy joined McGuireWoods Consulting in 1998. She successfully represents private sector clients in the areas of transportation planning, funding and policy; public-private partnership and innovative procurement; education policy; technology policy; and, land use and economic development and procurement before state and local governments. She is an integral part of the McGuireWoods Consulting team that has established industry coalitions that worked alongside members of the Virginia General Assembly and the Executive Branch to create the current legal structure for public-private partnerships and innovative financing in the Commonwealth of Virginia. She has worked on a number of Public-Private Transportation Act and Public-Private Education Facilities and Infrastructure Act projects and proposals throughout Virginia and continues to advise clients on proposal preparation and project identification. Her clients have successfully competed to provide parking decks; public education facilities; higher education facilities; regional jails; public safety centers; an agreement to re-engineer enterprise IT applications for state government; and several transportation projects throughout the Commonwealth.

Prior to joining McGuireWoods Consulting, Tracy served at the Greater Washington Board of Trade, ending her service as director of the Board's lobbying efforts at the Virginia General Assembly. Over her 12-year tenure at the Board of Trade, she managed policy development and implementation strategies on transportation, tax, technology, land use, workforce development and economic development matters. Her work included advocacy before state and local elected officials and agencies and management of the Board of Trade's Virginia Political Action Committee.

Tracy holds a Bachelor of Arts Degree in Political Science from the College of William & Mary.

**xii. KEN WIRE****Associate, McGuireWoods, LLP***Role in this Project:* Attorney

*Relevant Experience:* Ken focuses his practice on land use, real estate and utility issues in Northern Virginia and Maryland and serves as co-chair of the Tyson's office pro-bono initiative partnership with one of the firm's corporate clients providing legal services in Northern Virginia.

His practice includes representing local and national companies in the development of office, residential, industrial, and mixed-use projects. He assists clients in all aspects of the development review and approval process, including due diligence preparation, obtaining zoning and site plan approvals, and comprehensive plan amendments. He has extensive experience with obtaining development approvals for large mixed-use urban infill and redevelopment projects in Northern Virginia.

Ken also has experience in commercial real estate law concerning purchase and sale contracts, leasing, property owners' associations, easements and subdivisions.

A significant part of Ken's practice is providing counsel to water and sewer authorities concerning facility expansion, developer construction agreements, and surety requirements. He also works with a wide variety of utility companies regarding construction contracts, facility relocations and right-of-way issues.

**Ken's experience includes:**

- Approval of Carlyle Plaza Two integrating 1.3 million SF of private development with ARenew's expanded treatment facilities.
- Obtained a rezoning and development approvals for 40,000 SF grocery store and 160 residential unit mixed-use development in North Old Town Alexandria, Virginia.
- Approval of 7.5 million SF rezoning for North Potomac Yard, Alexandria, Virginia.
- Representing property owners in obtaining the Federal Aviation Administration's airspace determinations for proposed projects.
- Approval of Edmonson Plaza, 1701 Duke Street, Alexandria, Virginia
- Ken received a Juris Doctor degree from the American University Washington College of Law and a Bachelor of Arts from Catholic University of America.



## 4.A.2 PAST PERFORMANCE

*Offeror's qualifications should demonstrate expertise, financial capacity and proven experience in development and management of parking garages and public-private partnerships. Offerors shall provide illustrative materials on three recent projects of similar or comparable scope with specific emphasis on parking garages and other public-private developments over the past 10 years.*

### i. PROJECT 1:

#### a. Name / Address / Location of Project

##### **CITY OF BRISTOL, VA PARKING GARAGES**

- **Garage 1:** 425 State Street, Bristol VA 24201
- **Garage 2:** 714 State Street, Bristol VA 24201

#### b. Development Team Members

- **Lead Private Entity:** Parking for Bristol, LLC (a wholly owned sole-use LLC from the ownership of **Carson Lovell Incorporated and Structured Parking Solutions**)\*
- **Project Architect:** **Structured Parking Solutions**\*
- **General Contractor:** BurWil Construction Company
- **Lenders:** TBD
- **Equity Providers:** Internal to SPS
- **Structural/Specialty Engineer:** **Structured Parking Solutions**\*

**\* Indicates participating team members also proposed for this contract**

#### c. References: Name, Address, Telephone Numbers and Email

##### • **Owner Reference:**

Andrew Trivette, Director  
 City of Bristol, VA | Community Development & Planning  
 300 Lee St. | Bristol, VA 24201  
 P. 276-645-7470 | f. 276-821-6099  
 E. atrivette@bristolva.org

*\* Letter authorizing each reference to respond to inquiries regarding the design, financing and development of the referenced project as well as any prior projects*

**See Figure 3 on the following page**

**FIGURE 3: AUTHORIZATION TO CONTACT PAST PERFORMANCE REFERENCE FOR PROJECT 1**

21 S Tarragona Street, Suite 102  
Pensacola, FL 32502  
Ph: 850-438-7778  
Fax: 850-438-7728

October 15, 2013

Andrew Trivette, Director  
City of Bristol, VA  
Community Development & Planning  
300 Lee St.  
Bristol, VA 24201

**RE: Authorization to Respond to Inquiries  
City of Bristol, VA Parking Garages Project**

Mr. Trivette - Carson Lovell Incorporated and our sister company, Structured Parking Solutions, is responding to a Request for Proposal issued by Loudoun County, VA for the "C-1932, Loudoun County Parking Garages Project PPTA." We are referencing our performance on the City of Bristol, VA Parking Garage projects and authorize you to respond to any inquiries regarding the design, financing and development of the project.

We appreciate your assistance in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Adrian Lovell, Jr.', is written over a light blue horizontal line.

W. Adrian Lovell, Jr., PE  
Vice President, Carson Lovell Incorporated  
Partner, Structured Parking Solutions, LLC

d. Site plan, photographs, project renderings **See Figure 4 below & Figure 5 on following page**

**FIGURE 4: PAST PERFORMANCE PROJECT 1 - CITY OF BRISTOL PARKING GARAGE PHASE I SITE PLAN**

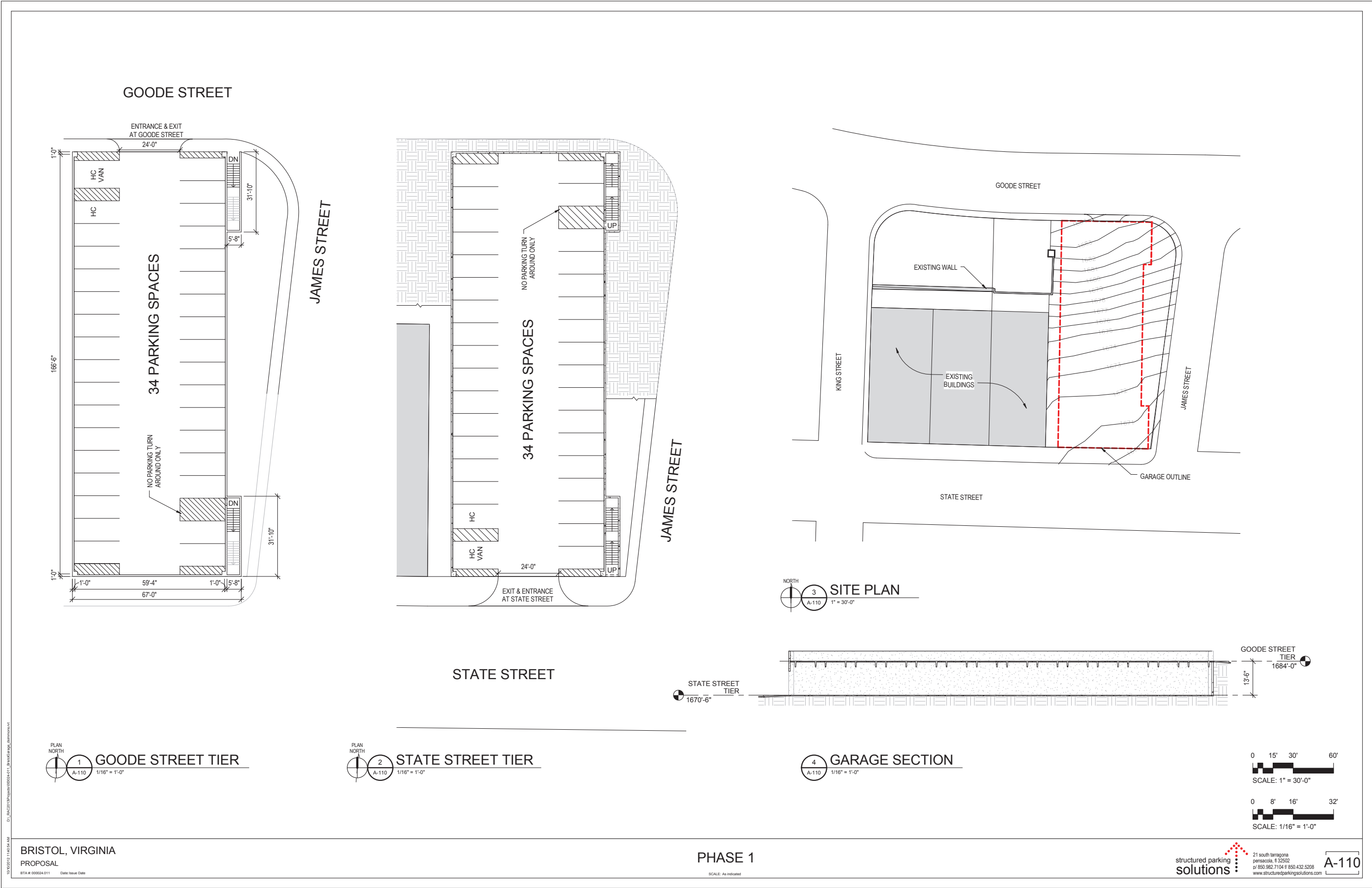
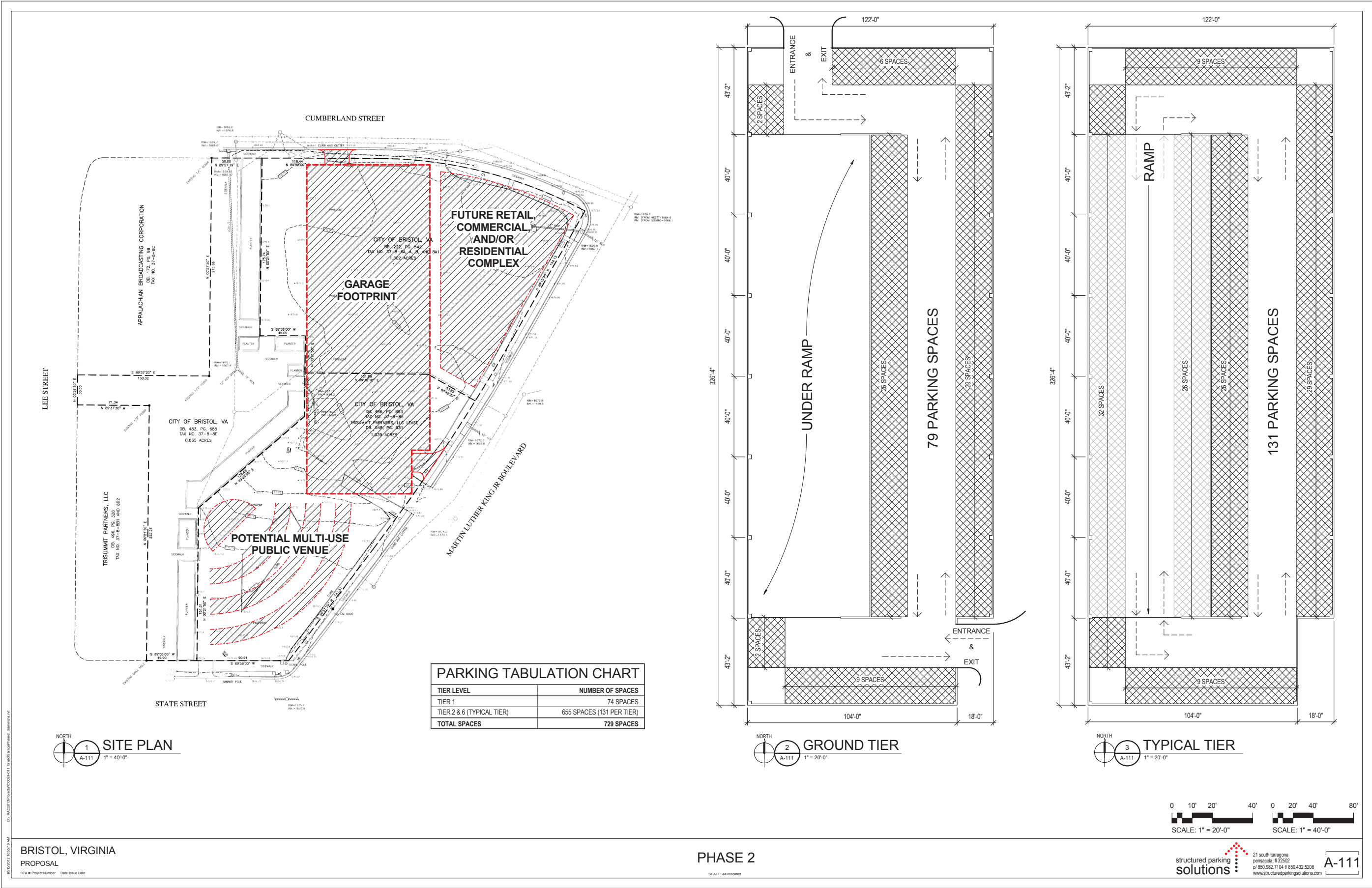


FIGURE 5: PAST PERFORMANCE PROJECT 1 - CITY OF BRISTOL PARKING GARAGE PHASE II SITE PLAN



*e. Evidence of design excellence and inclusion of design features*

These projects are about to enter the design stage and at this time, this information is not available.

*f. Development Scope*

The City of Bristol Virginia identified the need to improve and increase parking capacities in the urban core downtown district. SPS began consulting with the City two years ago to develop a strategy to best bring this project to reality. After months of consideration, the City selected the State of Virginia PPEA/PPTA P3 development process as the most favorable means to move forward. This is the same process being utilized by Loudoun County to bring their parking garage projects forward. In the case of Bristol's project, SPS first developed a parking development model and presented it to the City as an unsolicited proposal. Once submitted, the proposal was reviewed by the City and found to be of substantial interest. The City decided to move to the next stage of the P3 process. The City publicly advertised SPS' proposal allowing other teams to present counter offers. At the end of that process, the City of Bristol adopted the SPS proposal and identified SPS as the awardee through the PPEA/PPTA process. SPS is currently waiting on City Council approval to move into the detail phase of the development process.

Assuming SPS' model is fully adopted, SPS will be developing two garages and a pay-to-park system in the Bristol urban core. The PTP system will be utilized to provide repayment of debt service secured by SPS to develop the garages. A key factor in development of this model included the City of Bristol's involvement and control throughout the process. To assure that this level of transparency and cooperation happens, SPS suggested the creation of a joint parking authority which would be populated by members of the SPS team and the City. This level of transparency and cooperation is inherent within the SPS team and one which we anticipate utilizing with Loudoun County.

SPS believes their experience with the state of Virginia P3 process during the creation of the Bristol project, which specifically focused on a parking development, will be of great benefit to Loudoun County. Combined with our legal team's experience for Loudoun County, we believe our collective team can bring the projects forward in a concise and timely manner.

*i. Land Area - Square Feet:*

- **Garage 1:** +/- 4.2 acres
- **Garage 2:** .42 acres

*ii. Square Footage of Buildings (broken down by product type):*

- **Garage 1:** +/- 204,672 SF
- **Garage 2:** +/- 20,160 SF



*iii. Construction Type (precast, cast in place, etc.):* Precast

*g. Development costs (excluding land costs)*

*i. Total project development costs:*

- **Garage 1:** \$8,673,953 (budgeted)
- **Garage 2:** \$1,112,085 (budgeted)

*ii. Hard costs (total and \$/sf):*

- **Garage 1:** \$7,399,266 (\$36.15 / SF) (budgeted)
- **Garage 2:** \$904,908 (\$44.89 / SF) (budgeted)

*iii. Soft costs:*

- **Garage 1:** \$924,687 (budgeted)
- **Garage 2:** \$1,042,085 (budgeted)

*iv. Development fees:*

- **Garage 1:** \$350,000 (budgeted)
- **Garage 2:** \$70,000 (budgeted)

*h. The sources and amounts of project funding*

We are unable to secure the final financing plan until city assisted scope and budgets are completed. At this time we are anticipating development of a quasi-public entity which would be backstopped by combination of city credit and the PPTA authority. At this early stage utilization of a CTL program appears to be most favorable.

*i. Project timeline from initial planning to land acquisition to construction completion*

Land for both projects is currently city-owned and available. We are working through the detailed phase of the PPEA/PPTA process and projecting a final delivery date is difficult. We anticipate the phase 1 garage delivering in early 2015 and the second garage following shortly behind.

*j. Challenges associated with the project*

The project is not yet far enough along to have any associated challenges.

*k. Statement of how the project compares to the parking garages contemplated herein*

This project is very similar to the Loudoun County project in that it is being procured under the State of Virginia PPEA/PPTA P3 development process and includes multiple parking garages.

## ii. PROJECT 2:

### a. Name / Address / Location of Project

#### **ENHANCED USE LEASE FOR VA MEDICAL CENTER PARKING GARAGES, MEDICAL-RELATED OFFICE BUILDING, AND HOTEL**

1030 Jefferson Ave  
Memphis, TN 38104

- **Phase I:** Located in the east parking lot
- **Phase II:** Located in the west parking lot

### b. Development Team Members

- **Lead Private Entity:** Parking Solutions for Memphis VA, LLC (a wholly owned sole-use LLC from the ownership of **Carson Lovell Incorporated and Structured Parking Solutions**)\*
- **Project Architect:** **Structured Parking Solutions** \*
- **General Contractor:** Brasfield & Gorrie, Inc.
- **Lenders:** **Amerifund** (tentatively) \*
- **Equity Providers:** None required under the proposed CTL finance program.
- **Structural/Specialty Engineer:** **Structured Parking Solutions** \*

**\* Indicates participating team members also proposed for this contract**

### c. References: Name, Address, Telephone Numbers and Email

#### • **Owner References:**

Alan Hackman  
Portfolio Manager  
Office of Asset Enterprise Management  
U.S. Department of Veteran Affairs  
90 K Street, NE  
Room 608  
Washington, DC 20002  
P: 202-632-7077  
E: alan.hackman@va.gov

Bob Pesch  
Chief of Engineering  
Memphis Medical Center  
1030 Jefferson Ave.  
Memphis, TN 38104  
P: 901-577-7300  
E: robert.pesch@va.gov

*\* Letter authorizing each reference to respond to inquiries regarding the design, financing and development of the referenced project as well as any prior projects*

**See Figures 6 & 7 on the following pages**

**FIGURE 6: AUTHORIZATION TO CONTACT PAST PERFORMANCE REFERENCE FOR PROJECT 2**

21 S Tarragona Street, Suite 102  
Pensacola, FL 32502  
Ph: 850-438-7778  
Fax: 850-438-7728

October 15, 2013

Alan Hackman  
Portfolio Manger  
Office of Asset Enterprise Management  
U.S. Department of Veteran Affairs  
90 K Street, NE  
Room 608  
Washington, DC 20002

**RE: Authorization to Respond to Inquiries  
Enhanced Use Lease for VA Medical Center Parking Garages, Medical-Related  
Office Building, and Hotel Project**

Mr. Hackman - Carson Lovell Incorporated and our sister company, Structured Parking Solutions, is responding to a Request for Proposal issued by Loudoun County, VA for the "C-1932, Loudoun County Parking Garages Project PPTA." We are referencing our performance on the Enhanced Use Lease for VA Medical Center Parking Garages, Medical-Related Office Building, and Hotel Project and authorize you to respond to any inquiries regarding the design, financing and development of the project.

We appreciate your assistance in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Lovell', is written over a light blue horizontal line.

W. Adrian Lovell, Jr., PE  
Vice President, Carson Lovell Incorporated  
Partner, Structured Parking Solutions, LLC

FIGURE 7: AUTHORIZATION TO CONTACT PAST PERFORMANCE REFERENCE FOR PROJECT 2



21 S Tarragona Street, Suite 102  
Pensacola, FL 32502  
Ph: 850-438-7778  
Fax: 850-438-7728

October 15, 2013

Bob Pesch  
Chief of Engineering  
Memphis Medical Center  
1030 Jefferson Ave.  
Memphis, TN 38104

**RE: Authorization to Respond to Inquiries  
Enhanced Use Lease for VA Medical Center Parking Garages, Medical-Related  
Office Building, and Hotel Project**

Mr. Pesch - Carson Lovell Incorporated and our sister company, Structured Parking Solutions, is responding to a Request for Proposal issued by Loudoun County, VA for the "C-1932, Loudoun County Parking Garages Project PPTA." We are referencing our performance on the Enhanced Use Lease for VA Medical Center Parking Garages, Medical-Related Office Building, and Hotel Project and authorize you to respond to any inquiries regarding the design, financing and development of the project.

We appreciate your assistance in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Adrian Lovell, Jr.', is written over a light blue horizontal line.

W. Adrian Lovell, Jr., PE  
Vice President, Carson Lovell Incorporated  
Partner, Structured Parking Solutions, LLC

d. Site plan, photographs, project renderings See Figure 8 below as well as Figures 9 & 10 on the following pages

FIGURE 8: PAST PERFORMANCE PROJECT 2 - MEMPHIS VA PARKING GARAGES SITE PLAN FOR BOTH PHASES

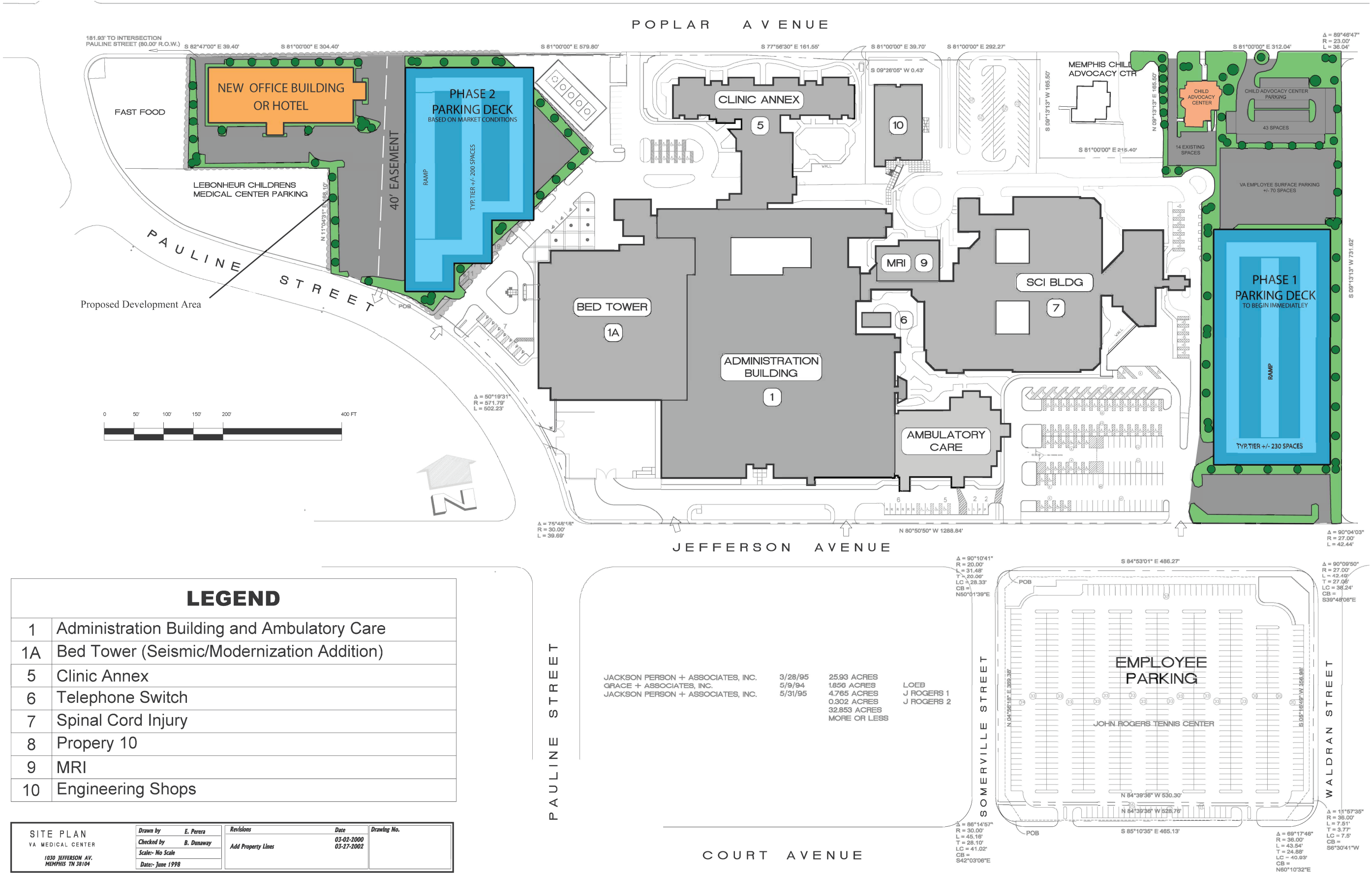




FIGURE 9: PAST PERFORMANCE PROJECT 2 - MEMPHIS VA PARKING GARAGE PHASE I SITE PLAN

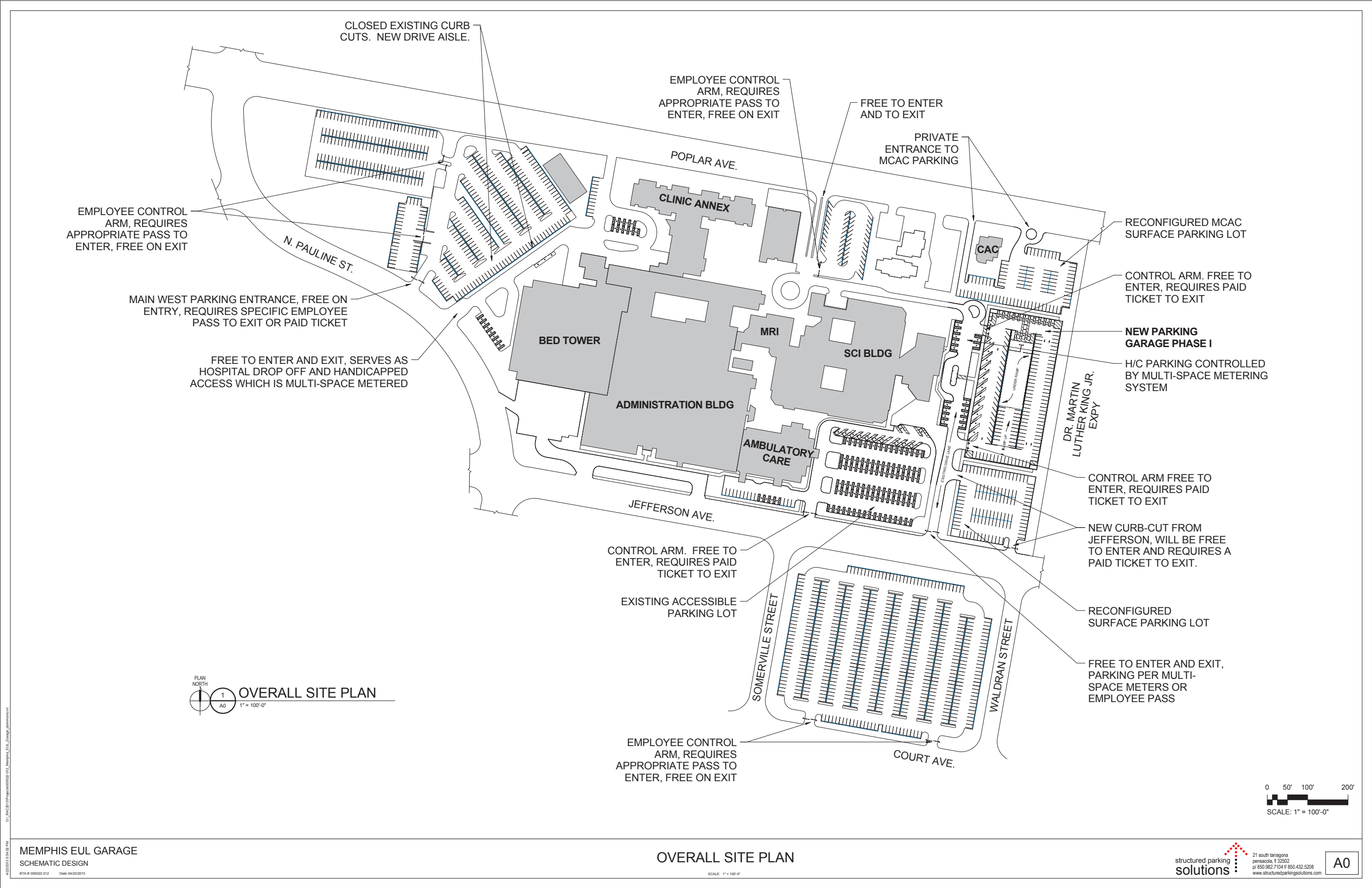
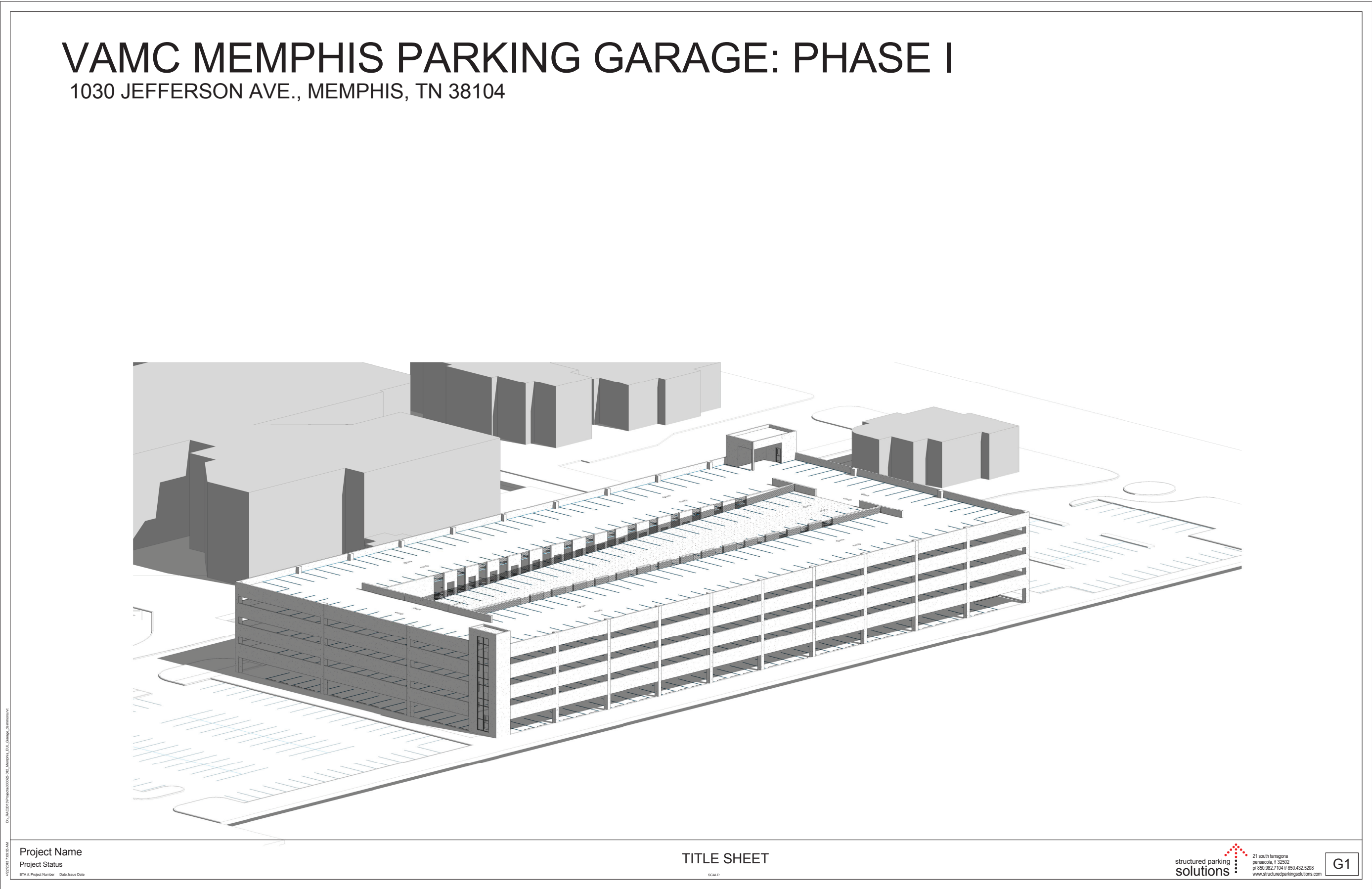


FIGURE 10: PAST PERFORMANCE PROJECT 2 - MEMPHIS VA PARKING GARAGE PHASE I BIM RENDERING



e. Evidence of design excellence and inclusion of design features: **See Figure 11 below**

**FIGURE 11: PAST PERFORMANCE PROJECT 2 - LETTER OF RECOMMENDATION**



DEPARTMENT OF VETERANS AFFAIRS  
Medical Center  
1030 Jefferson Avenue  
Memphis TN 38104

January 11, 2013

In Reply Refer To: 614/138

\*Re: Reference Letter for Structured Parking Solutions, LLC

To Whom It May Concern,

This letter is to recognize the current outstanding performance of Structured Parking Solutions, LLC (SPS) and their team who was recently awarded the Memphis VAMC EUL design, construction, development, finance, and management contract for the expansion and management of campus parking at the Memphis, TN VAMC. The contract requires their team to develop an 860 space garage which will provide much needed parking for patients, visitors, and employees. The EUL also allows their team to develop ancillary use structures on the VAMC campus. These plans currently include a medical office building and additional parking garage for its support.

The SPS team lead by Mr. Adrian Lovell, Jr. PE, Mr. Michael Richardson, AIA, and Mr. Greg Darden have been very creative, professional and extremely cooperative in all phases of the current process. The solicitation for this project contained no bridging documents and a very limited description of scope objectives. SPS took the initiative, once awarded, to meet with our local VA staff and EUL officials in Washington to develop a financial and development model which was favorable for all parties. There were significant financial constraints and EUL regulations burdening the project. SPS had a difficult task but was successful in creating a pay-to-park model for the campus which allowed the project to move forward. We greatly appreciated their "team" approach to the project.

While still in design, we understand SPS is well versed in VA design and construction guidelines and standards.

Structured Parking Solutions has been an excellent firm to work with thus far. Their staff has proven to be knowledgeable, proactive, solution oriented, accessible, and a true leader in the project. We look forward to finishing the project with them and would highly recommend SPS to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Pesch".

Robert N. Pesch, P.E., C.G.C.  
Chief, Engineering Service



*f. Development Scope*

Structured Parking Solutions and two other companies formed a limited liability corporation entitled Parking Solutions for Memphis VA, LLC to pursue an Enhanced Use Lease solicitation released by the Department of Veteran Affairs to provide an 850 space parking garage. Parking Solutions for Memphis VA, LLC was awarded the contract based upon their experience in the property development, design, construction, financing, and management of structured parking garages. Phase I of the project will provide the 850 space parking garage and construction is anticipated to be complete in April 2014.

A 500 space parking garage is planned for Phase II of the project. As part of the EUL award, Parking Solutions for Memphis VA, LLC can develop additional structures on the VAMC campus which would benefit the campus and provide profit sharing revenues for the VAMC. Proposed additional structures for Phase II include a hospital-oriented, extended stay hotel and an approximately 50,000 SF medical office building.

The Professional Medical Office Building will complement the VA campus both in form and function and will be highly utilized by the surrounding community as well as the VA.

The extended stay, medically-oriented hotel will highlight the architectural style of the campus. The hotel will serve to “mask” the parking structure which will provide a pleasing street elevation and better identity for the hotel. The hotel will serve families of veterans attending the VA Medical Center and surrounding hospitals.

This project is utilizing the Veterans Administration (VA) Enhanced Use Lease program (EUL). Under the EUL the project has specific financial obligations both to the VA and to the local hospital it serves. Once awarded, the team was required to develop a method to pay for the improvements. As the project developer, SPS had to not only secure financing but also an income approach to repay the debt incurred through the project development. One of the challenges of the EUL is that the development team was prohibited from leasing the project to the VA. SPS was able to develop a fee-based parking system on the local hospital campus which was fair and equitable to all parkers. This resulted in the pay-to-park system supporting the debt associated with the project. This unique process has been approved by the local hospital and allowed the project to move forward. It is being considered as a future model for VA parking development.

The development team is leasing the property from the VA, developing the parking and ancillary uses, and financing and managing the system. At the end of a negotiated period, the entire development reverts to the full ownership of the VA.

*i. Land Area - Square Feet: 2.65 acres*

*ii. Square Footage of Buildings (broken down by product type):*

- Stand-alone parking garage – 338,497.50 SF

*iii. Construction Type (precast, cast in place, etc.):* Precast

*g. Development costs (excluding land costs)*

*i. Total project development costs:* \$2,468,329 (budgeted)

*ii. Hard costs (total and \$/sf):* \$10,331,206 (\$38.52 / SF) (budgeted)

*iii. Soft costs:* \$1,918,329 (budgeted)

*iv. Development fees:* \$550,000 (budgeted)

*h. The sources and amounts of project funding*

Still under evaluation but CTL (Credit Tenant Lease) seems to be the preferred method at this time. The project is “backstopped” by a parking operations lease with the Veterans Administration.

*i. Project timeline from initial planning to land acquisition to construction completion*

**See Figure 12 on the following page**

*j. Challenges associated with the project*

None at this time.

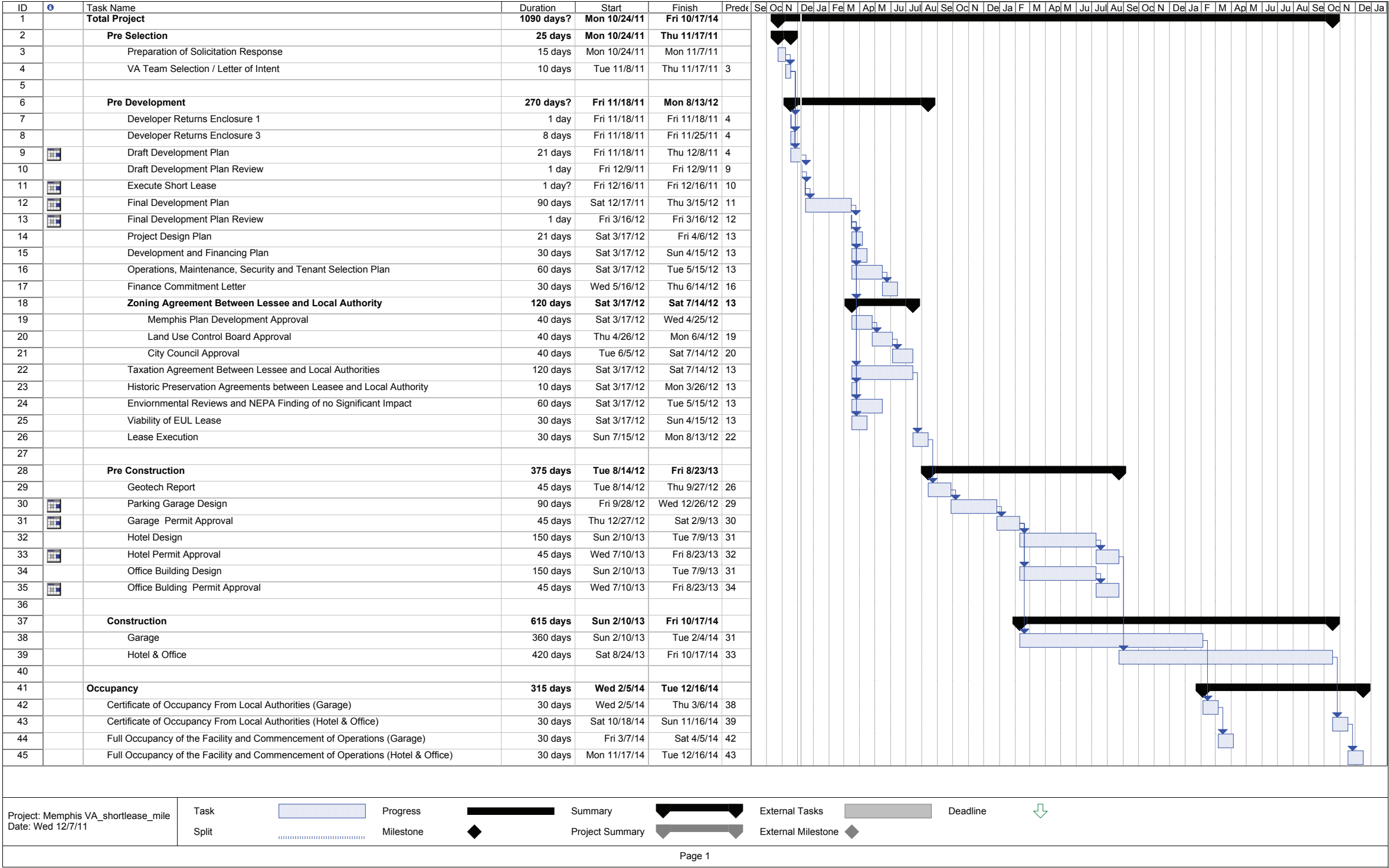
*k. Statement of how the project compares to the parking garages contemplated herein*

The Memphis project and this project have several similarities. A team approach, including all stakeholders and the VA, was required to move this project forward and make it a reality. This further required government and private sector parties to work together as a team toward a common goal not unlike the Loudoun projects. The cost to the users of the system was also a concern because the services of the VA are furnished to our veterans at no charge. We know that the Loudoun garage is very price sensitive as well so that we will all have to work together to keep pricing as low as possible.



FIGURE 12: PAST PERFORMANCE PROJECT 2 - PROJECT TIMELINE

Appendix A: Milestone Timetable



- Notes:
- 1. The above schedule is based upon the assumption that the Phase II Environmental Assessment for the selected site renders favorable results with no mitigation requirements and is so provided by the VA prior to lease execution (Solicitation 2.3.2 Page 9 of 114).
  - 2. VA to provide ALTA Survey Upon short lease execution.



**iii. PROJECT 3:***a. Name / Address / Location of Project***WESTDULLES AT AVION**

3931, 3933 and 3935 Avion Park Court Chantilly, Virginia

*b. Development Team Members*

- *Lead Private Entity:* **WestDulles Properties \***
- *Project Architect:* Herring & Trowbridge
- *General Contractor:* **TUCON Construction (A Wells Entity) \***
- *Lenders:* **Cardinal Bank \***
- *Equity Providers:* N/A

*\* Indicates participating team members also proposed for this contract*

*c. References: Name, Address, Telephone Numbers and Email***• Lender Reference:**

Dennis Griffith  
Executive Vice President  
Cardinal Bank  
8270 Greensboro Dr.  
Suite 500  
McLean, VA 22102  
P: 703-584-3425

*\* Letter authorizing each reference to respond to inquiries regarding the design, financing and development of the referenced project as well as any prior projects*

**See Figure 13 on the following page**

**FIGURE 13: AUTHORIZATION TO CONTACT PAST PERFORMANCE REFERENCE FOR PROJECT 3**

**WESTDULLES**  
PROPERTIES

October 29, 2013

Dennis M. Griffith  
Executive Vice President/Chief Lending Officer  
Cardinal Bank  
8270 Greensboro Drive  
Suite 500  
McLean, Virginia 22102

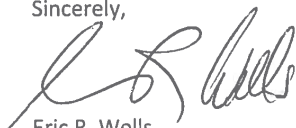
RE: Authorization to Respond to Inquiries  
Loudoun County, Virginia  
C-1932 Solicitation for Proposal  
Loudoun County Parking Garages

Mr. Griffith:

WestDulles Station, LLC and WestDulles Properties, Inc. are responding to a Solicitation for Proposal issued by Loudoun County, Virginia for the "C-1932, Loudoun County Parking Garages Project PPTA". We have supplied your Bank as a reference for our past financial performance and authorize you to respond to any inquiries regarding same.

We appreciate your assistance in this matter.

Sincerely,



Eric R. Wells  
Manager  
WestDulles Station, LLC

44330 Mercure Circle, Suite 160  
Dulles, Virginia 20166  
t 703 788-1717  
f 703 788-1492  
www.westdulles.com

d. *Site plan, photographs, project renderings*

**See Figures 14 & 15 below and Figure 16 on following page**



**FIGURE 14: PAST PERFORMANCE PROJECT 3 - WESTDULLES AT AVION EXTERIOR VIEW**  
**FIGURE 15: PAST PERFORMANCE PROJECT 3 - WESTDULLES AT AVION EXTERIOR VIEW**





**FIGURE 16: PAST PERFORMANCE PROJECT 3 - WESTDULLES AT AVION SITE PLAN**





*e. Evidence of design excellence and inclusion of design features*

<b>Project</b>	The project consists of three attractive and durable concrete tilt buildings with a 40' x 40' and 40' x 55' structural grid. The buildings are designed with distinctive architectural glass lines to accommodate limited, future mezzanine. The buildings will all be 24' clear, with docks and drive-ins available.
<b>Ceiling Height</b>	Minimum 24' clear, with the exception of the roof drainage area and area occupied by heaters.
<b>Utilities</b>	Public water and sewer, Natural Gas, Electric, and phone lines (100 pair) will be brought into the building and conveniently located for tenant use.
<b>Landscaping</b>	Extensive landscaping will be installed with a full irrigation system.
<b>Asphalt Paving</b>	Heavy Duty Asphalt Paving sections will be installed at truck circulation paths. Standard Asphalt paving will be used for passenger vehicle driving lanes and parking spaces.
<b>Concrete Paving</b>	55' wide concrete aprons will provide long term stability to truck court areas.
<b>Water Systems</b>	Provide 1 ½" water line with 1 ½ meter to building, with 2" water line inside building.
<b>Slab Design</b>	6" thick reinforced concrete slab.
<b>Concrete Slab Sealers</b>	Ashford Formula slab sealer.
<b>Structural Design</b>	Structural system shall employ bar joist girders for roof construction. Steel columns shall provide vertical support. The roof structure shall be designed for 25-lb dead load and 30-lb live (snow) load or minimum code.
<b>Insulation</b>	Roof insulation shall be R-19, utilizing Polyisocyanurate insulation. Walls: R-11 white vinyl backed batt insulation @ interior above 10'-0" ht. Slab insulation shall be R-7.5, utilizing 2" rigid boards and limited to 4' of slab edge.

<b>Roof Systems</b>	EPDM single ply ballasted roofing system with a 10 year warranty.
<b>Overhead Doors</b>	Overhead doors shall be 9' x 10' insulated metal doors with steel frames, standard factory white finish. Drive-in doors shall be 12' x 14'. All doors to be operated manually.
<b>Entrance Doors</b>	Building is designed with aluminum glass storefront entrance for each owner.
<b>Glass and Glazing</b>	The building glazing is 1" insulated, blue tinted glass.
<b>Exterior Painting</b>	All exterior concrete surfaces to receive Tex-Cote XL-70. Assume 2 colors for exterior elevations. All miscellaneous metals to be painted (stairs, platforms, bollards, etc.) as well as all entrance soffits.
<b>Mezzanine</b>	Ability to add mezzanine within the front of the building to the first column line. Build-out of the mezzanine will be determined by the parking ratio code.
<b>Detection and Alarm</b>	Base Building sprinkler fire alarm and smoke detection system shall meet base building occupancy requirements.
<b>Fire Suppression</b>	Fire Sprinkler System shall allow tenant to have Class III, Commodity IV, rack storage up to 21' A.F.F. without in-rack sprinkler system.
<b>Plumbing</b>	Building will be designed with a water and sanitary line running the length of the building, running parallel and approximately 30' back from the front façade.
<b>HVAC</b>	Gas Fired Unit Heaters to keep building at min. 55 degrees with outside air of zero.
<b>Electrical Service</b>	Each owner will have the ability for 200-amp service.
<b>Lighting</b>	Exterior wall packs on side and rear of building. Site lighting poles for the front car park area. Site lighting to have photocell/ time clock.

<b>Telephone Conduit</b>	1-2' conduit from each unit will be stubbed up into main electrical room
<b>Parking</b>	Dependent upon use, but up to approximately 4.0/1,000 square feet of office space and 1.0/1,000 square feet of warehouse space.
<b>Signage</b>	Per the architect sign package and Fairfax County code.
<b>Shell Definition</b>	<ul style="list-style-type: none"> <li>- Each unit shall have available for its use one electric meter located within a centrally located meter room.</li> <li>- Each unit shall have available for its use one gas meter located in a centrally located meter room.</li> <li>- Demised Premises: Each unit shall be demised with a masonry block wall to the underside of the roof deck.</li> <li>- Restrooms: Each unit shall have access to the main water line. The sewer line runs through each unit at the front column line.</li> </ul>

*f. Development Scope*

WestDulles Properties and its affiliated companies have been acquiring and developing property in the Rt. 20 Corridor and greater Dulles Airport area for over 30 years. Our industrial development resume is extensive and by example, WestDulles at Avion, is typical of many of our developments in the region.

The land for the development of WestDulles at Avion was acquired in 2004. The property, located in the Route 50 corridor of Chantilly, was master planned for three Class A industrial buildings totaling 239,360 SF. The architectural site plan for the project is attached depicting an attractive, highly functional industrial property. The site plan and building plans were approved in 2005. A copy of the project specifications is attached, which are the result of many years of industrial development experience.

A construction loan for the property in the amount of \$16,820,000.00 was secured through Cardinal Bank. Construction of the project was commenced in late 2005 and the site work and buildings were completed on time in the summer of 2006. The project was fully sold out prior to construction completion at a combined value of \$27,500,000.00. The return on the ownership equity investment was significant and met the project goals.

WestDulles Properties developed four projects of this size and scope over the past decade. All of the projects have been successfully occupied and well managed since completion.

- i. *Land Area - Square Feet:* Approximately 50 acres-16 acres (697,000 SF) developable
  - ii. *Square Footage of Buildings (broken down by product type):* 239,360 SF of Industrial product
  - iii. *Construction Type (precast, cast in place, etc.):* Tilt up concrete
- g. *Development costs (excluding land costs)*
  - i. *Total project development costs:* Approximately \$22,000,000 (Land = \$4,500,000)
  - ii. *Hard costs (including site work) ((total and \$/sf):* Approximately \$13,100,000 or \$48.60/SF
  - iii. *Soft costs:* Approximately \$4,400,000
  - iv. *Development fees (included in soft costs):* Approximately \$700,000
- h. *The sources and amounts of project funding*

\$16,820,000 loan from Cardinal Bank and approximately \$4,000,000 in project equity provided by Wells interests.
- i. *Project timeline from initial planning to land acquisition to construction completion*

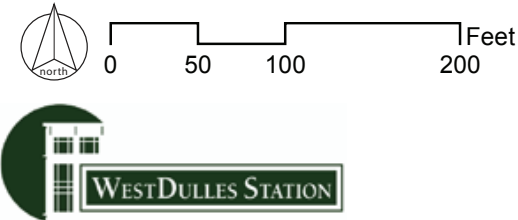
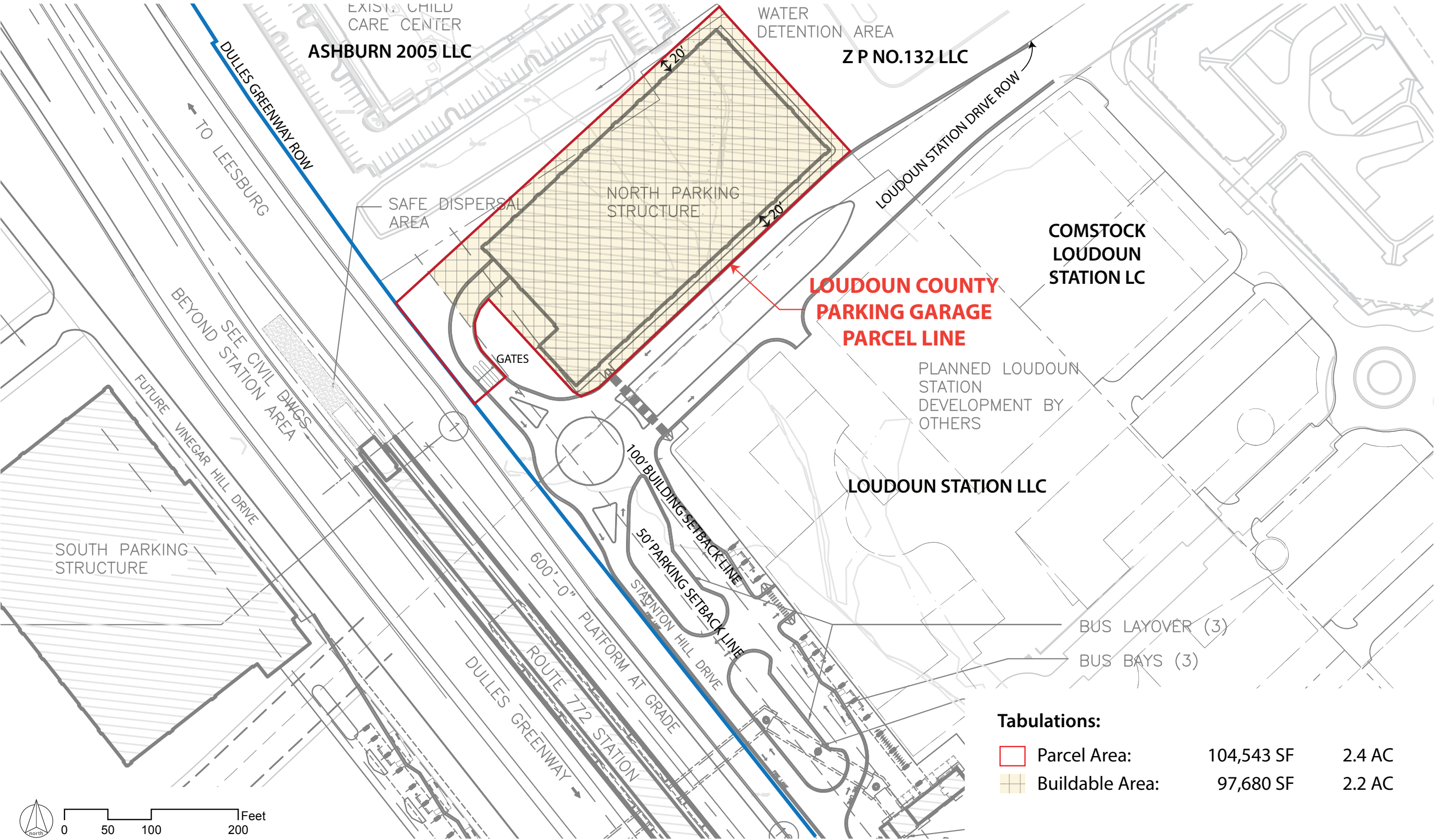
Initial land acquisition occurred in June of 2004 – construction commenced in September of 2005 and was completed by August of 2006 with sales completed by the first quarter of 2007.
- j. *Challenges associated with the project*

Large concrete tilt up construction job was executed flawlessly – challenging site planning and entitlement process also executed in an efficient and timely manner. Project marketing and sales were also completely professionally which ultimately led to a very successful project.
- k. *Statement of how the project compares to the parking garages contemplated herein*

Management of project risks – land acquisition, planning, design, permitting/entitlements, utility planning, financing and construction – are all similar functions to the development of the parking garages for Loudoun County.

#### 4.A.3 FINANCIAL QUALIFICATIONS & CAPACITY - **MOVED TO VOLUME II**

4.B PROJECT CHARACTERISTICS  
4.B.1 SITE PLAN: ROUTE 772 NORTH

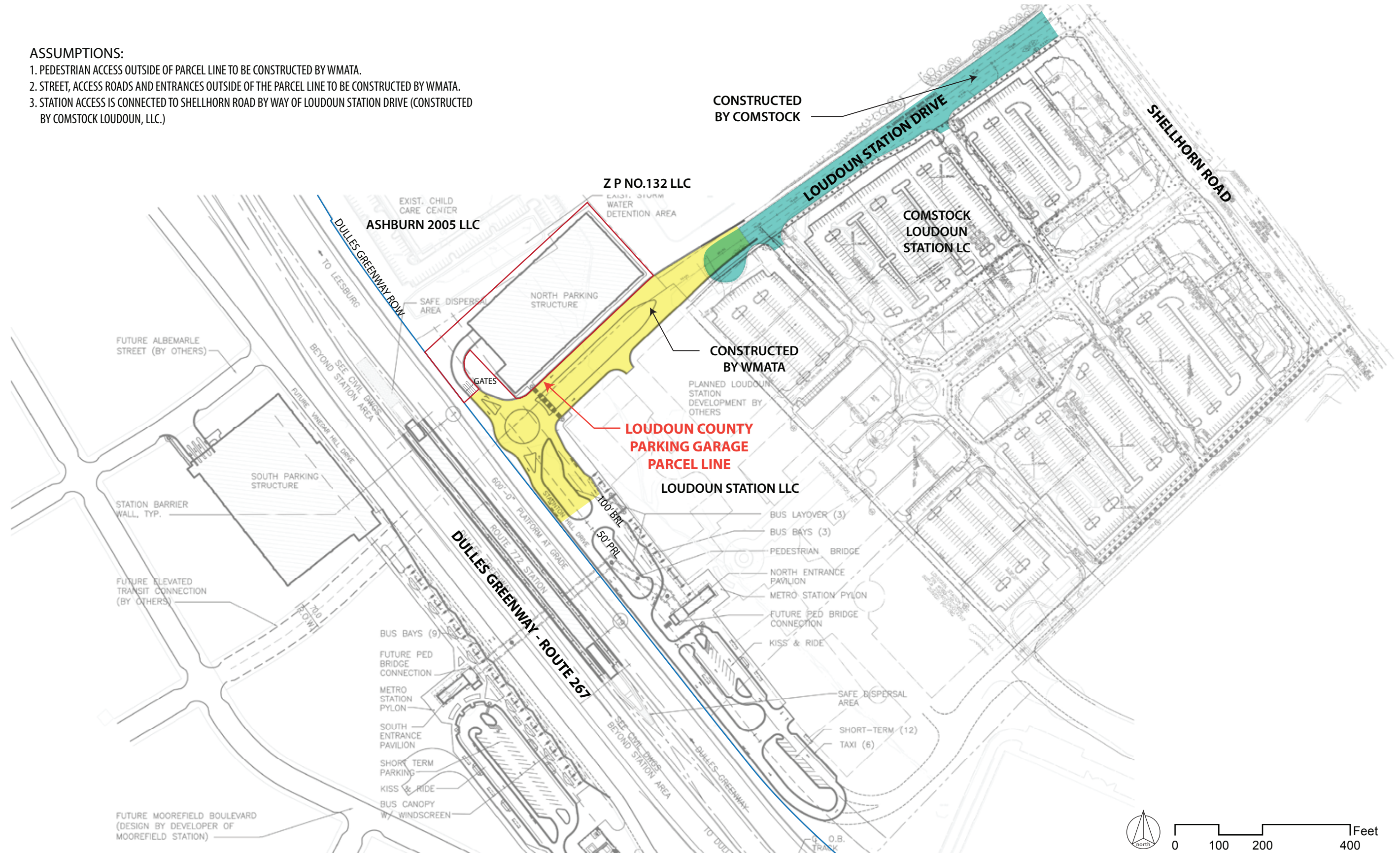


LOUDOUN COUNTY PARKING GARAGE  
ROUTE 772 NORTH – BUILDABLE ACREAGE EXHIBIT



#### 4.B.1 SITE PLAN: ROUTE 772 NORTH

1. PEDESTRIAN ACCESS OUTSIDE OF PARCEL LINE TO BE CONSTRUCTED BY WMATA.
2. STREET, ACCESS ROADS AND ENTRANCES OUTSIDE OF THE PARCEL LINE TO BE CONSTRUCTED BY WMATA.
3. STATION ACCESS IS CONNECTED TO SHELLHORN ROAD BY WAY OF LOUDOUN STATION DRIVE (CONSTRUCTED BY COMSTOCK LOUDOUN, LLC.)

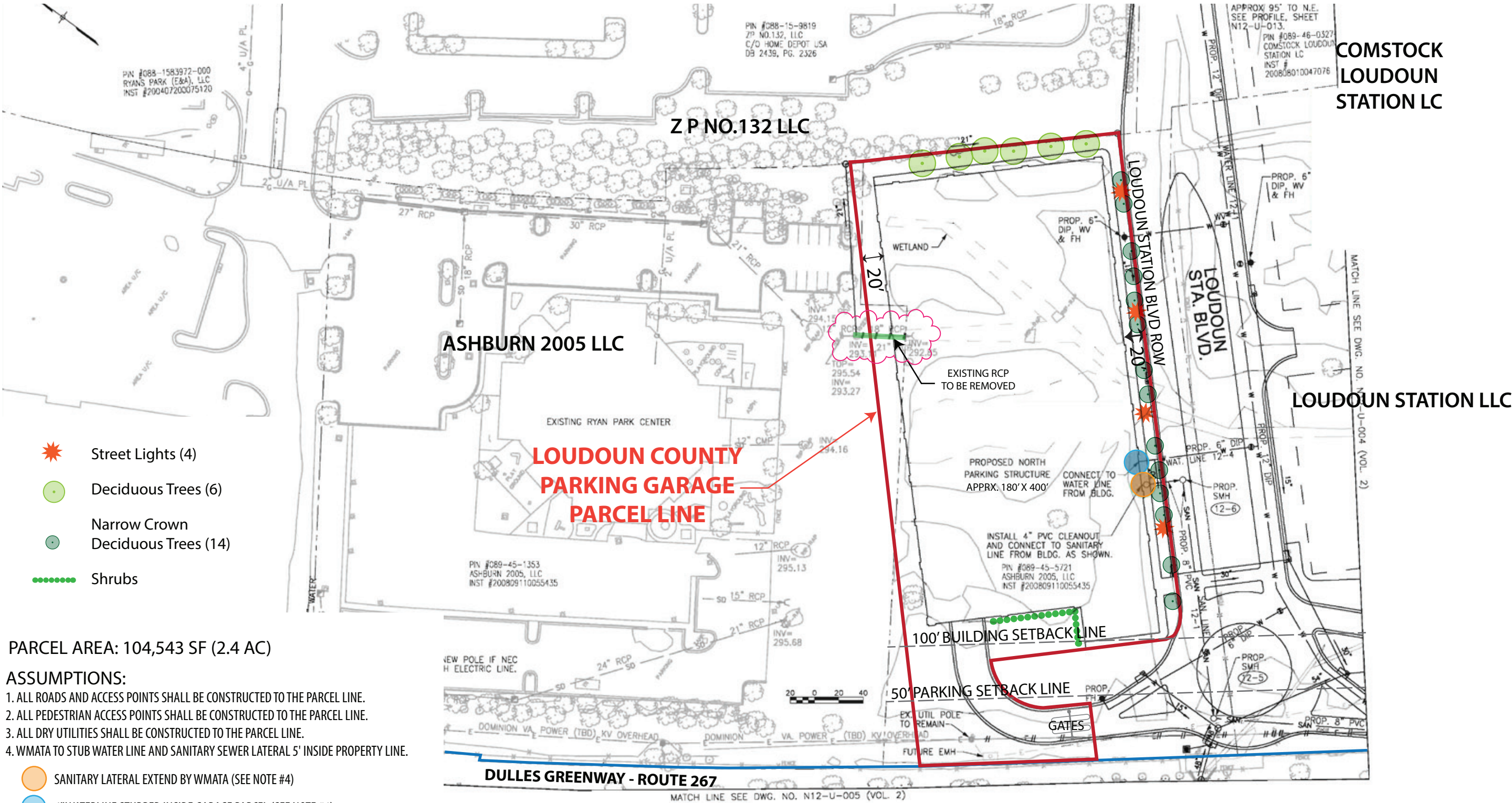


LOUDOUN COUNTY PARKING GARAGE  
ROUTE 772 NORTH – INGRESS/EGRESS EXHIBIT





4.B.1 SITE PLAN: ROUTE 772 NORTH



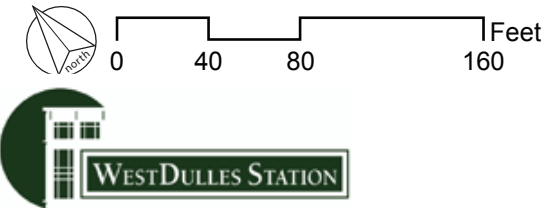
PARCEL AREA: 104,543 SF (2.4 AC)

ASSUMPTIONS:

- 1. ALL ROADS AND ACCESS POINTS SHALL BE CONSTRUCTED TO THE PARCEL LINE.
- 2. ALL PEDESTRIAN ACCESS POINTS SHALL BE CONSTRUCTED TO THE PARCEL LINE.
- 3. ALL DRY UTILITIES SHALL BE CONSTRUCTED TO THE PARCEL LINE.
- 4. WMATA TO STUB WATER LINE AND SANITARY SEWER LATERAL 5' INSIDE PROPERTY LINE.

- 5. FIRE HYDRANTS AND WATERLINE EXTENSIONS BY WMATA.
- 6. SANITARY LATERAL EXTEND BY WMATA (SEE NOTE #4)
- 7. 6" WATERLINE STUBBED INSIDE GARAGE PARCEL (SEE NOTE #4)

PLANS USED AS BASE INFORMATION FROM DRAWING #N12-U-007 ENTITLED "EXTENSION TO DULLES AIRPORT/ROUTE 772 COMPOSITE PLAN OF EXISTING AND MODIFIED UTILITIES - ROUTE 772 STATION"



LOUDOUN COUNTY PARKING GARAGE  
ROUTE 772 NORTH – SITE PLAN EXHIBIT



10-28-2013

#### 4.B.2 MODIFICATIONS TO 100% PRELIMINARY ENGINEERING PLANS

*Proposals that deviate from the 100% Preliminary Engineering Plan shall demonstrate their ability to comply with any required amendments to the Final Environmental Impact Statement (FEIS), applicable zoning regulations, and/or any County or MWA Board approval processes. Project schedules clearly delineating these processes and showing that the alternate development scenario is achievable within the time constraints provided shall be submitted.*

Our proposal doesn't deviate from the 100% Preliminary Engineering Plans, however, we would suggest the following value engineering items:

1. **Entrance Modification** – WDS is concerned about the overall design of this Garage, in particular the reliance on a single point of entry/exit. We would suggest a second entrance be designed for ingress/egress and be located on the Northeast side of this garage. The Solicitation documents did not provide a clear reference to the possibility of building the Meadowgate Drive cul-de-sac along this side of the Garage. Providing that roadway would facilitate the ability to establish the location and installation of a second entrance. If the Meadowgate Drive roadway is to be constructed along with a second entrance, its cost would be an addition to the WDP Proposal.
2. **Garage Location** – WDS would propose the shifting of the Garage to the Southeast 50 foot Parking Setback line in order to accommodate space for the construction of Meadowgate Drive cul-de-sac and the proposed second entrance. The final position would have to accommodate the design of a fully functional Greenway frontage entrance. The moving of the Greenway Crossing Bridge away from this garage site will improve the design flexibility.
3. **Garage Design** – The functionality and the quality of the commuter parking experience at this Garage are of concern to WDS. The single ramp design and the need to go one story higher than the other two Garage designs will likely result in this Garage being less favored by commuters than the other two Garages. WDS would suggest a design similar to the Route 772 South Garage with two opposing entrances would be a better commuter experience. This design would allow for a more efficient and timely rush hour loading and unloading of the Garage.
4. **Garage Site Modification** – In order to best accommodate the design modifications suggested in items 1, 2 and 3, the configuration and size of the site area and property lines would need to be modified. WDS is the Contract holder of the Route 772 North Garage 3 acre site. We would be willing to work with the property seller, Ashburn 2005, LLC, in order to explore lot configuration concepts that would accommodate the suggested design alternates as well as allow for the full development of the remaining property to its full zoning application density. The ultimate design of the entire Ryan Park parcel development plan would have to be designed and negotiated to the satisfaction of all parties.



5. **North Entrance Pavilion** – The North Entrance Pavilion is currently connected by two sections of Pedestrian Bridge designed to extend approximately 200 feet to the east of the Pedestrian Bridge crossing of the Greenway. For the benefit of the commuter Garage utilization experience, WDS suggests a North Entrance Pavilion and Pedestrian Bridge layout identical to the South Entrance Pavilion and Pedestrian Bridge design. This would save the Garage user a significant amount of walking distance from the Metrorail Station platform to the Garage. Signalization at the pedestrian crossings to the Garage should be considered for both safety and commuter circulation. The reduction of the link of pedestrian bridge would be a significant savings that could accrue to the garage cost.
6. **Stormwater Management** – The WDS Proposal does not include any design feature for the storage of stormwater. The Garage design and construction could accommodate a limited amount of stormwater storage that may meet County standards for retention and BMP. A non-specific, sample design and budget is included in the WDP Proposal for discussion purposes as an add alternate.
7. Change 36' wide bays to 40'.
8. Change 48' end bays to a standard 42' clear bay (24' drive aisle + 18' parking space).
9. Lower floor to floor heights throughout garage. Change to 11.67' from tier 1 to tier 2 which will accommodate accessible van parking on tier 1. Lower all tiers above to 10.5' which will allow us to exceed the code required minimum height clearance of 7.0'.
10. Put all corner stair towers within the garage perimeter except at stairs associated with elevator lobbies.
11. Frame all stair and elevator shafts out of precast concrete. This will additionally result in a reduction of glazing at stair towers.
12. Eliminate glazing on the backside of elevators and change to standard elevator cabs.
13. Eliminate mechanical ventilation of elevator hoist ways.
14. Eliminate louvers at top of stair towers when mechanically ventilated or eliminate mechanical ventilation.
15. Provide structurally sloped roof surfaces and eliminate tapered rigid insulation over these non-conditioned areas.

**Overall Improvements for All Garages To Examine During Design Phase Of Design/Build Process:**

1. Management Equipment / feature options for future consideration:
  - a. Car counters indicating open spaces per level to speed loading.
  - b. Reserve spaces via smart phone.
2. Solar roof array on top floor of garage provides shading for cars and could provide offsetting electrical surplus.
3. Potential to house storm water vaults under garage(s) to mitigate on-site storage which could burden future growth and development.
4. Provide limited on-site conveniences such as a small retail kiosk (coffee shop).



### 4.B.3 SITE CONTROL

*Proposals for the Route 772 North parking garage shall include demonstration of site control of a potential development parcel. Proposals for the Route 772 North parking garage that do not demonstrate site control of a potential development parcel at Route 772 North will not be evaluated and will be rejected.*

A wholly owned subsidiary controlled by WestDulles Station, LLC is the contract purchaser of the three acre site designated for the Route 772 Station north garage (the “Parcel”). A copy of the contract (the “Contract”) and the Contract assignment agreement to WestDulles Station are attached as exhibits to the Confidential Information section of the Proposal of the Offeror. The terms of the Contract allow for closing of the sale to occur prior to October 31, 2016. The actual date for closing and the actual party that will close and take title to the Parcel will be determined by the County and the Offeror during the “Negotiation of Comprehensive Agreement” phase of the Solicitation process.

In accordance with the Solicitation, the Offeror is responsible for identifying and controlling land near the Route 772 North Station entrance requisite to develop the Route 772 North parking garage. Section 3.1 Site Control, stipulates “Control of an Offeror’s proposed site for the Route 772 North parking garage may be constructed in the form of an option to purchase agreement, a contract to purchase, a purchase and sale agreement, or another binding agreement or deed demonstrating proof of ownership.” The Offeror has therefore met the requirement of Section 3.1 Site Control, as evidenced by the Contract and the Assignment Agreement for the Parcel exhibits.

The Parcel is described in the Contract as “a certain tract of land located in Loudoun County, Virginia, containing approximately three (3) acres of land , more or less and identified by Loudoun County Tax Parcel Identification Number 089-45-5721-000, said tract being more particularly described as **Parcel 25D2, Ryan Park Center**, as more particularly shown and depicted on that certain Subdivision Waiver Plat among the land records of Loudoun County, Virginia as Instrument Number 20080911-0055435”. A copy of the Subdivision Waiver Plat is a part of the Contract contained in the Confidential Information section.

The Parcel is subject to a current rezoning application numbered ZMAP 2012-0002 (the “Rezoning”) in Loudoun County. The Parcel’s current owner is seeking approval of the Rezoning which will permit a parking garage on the Parcel that meets the requirements of the Solicitation. The Offeror anticipates the Rezoning will not contain any conditions that will increase the cost of developing the Garage.

The Loudoun Station Proffer Statement, ZMAP 2002-0005, (LSPF) is a Referenced Document in the Solicitation. The Solicitation did not provide any information about the status of compliance or enforcement of the applicable proffer commitments. The LSPF, Section I.F.3.f, contains certain proffer obligations of that Applicant to acquire and dedicate the Parcel, identified as the “Ryan

Park Parking Lot Reservation Area”, to the County for the construction of a parking facility by the County. The LSPF, Section IV.D, defines stormwater management proffer obligations of that Applicant. The Offeror has based its on the assumption that the County will enforce the LSPF proffer obligations in order to provide funds for the acquisition of the Parcel. Therefore the Parcel will be acquired by the County or the Applicant (and dedicated to the County) from the Offeror at its Contract cost, and the development of the Parcel for the Garage shall be permitted to convey its stormwater at the Parcel lot line into the Loudoun Station stormwater system.

As an alternate, the Offeror would be willing to work with the County to acquire the Parcel and incorporate that cost into the overall pricing of the Garage daily parking rate for the Route 772 North Garage or blended into the parking rate for all three Garages. This approach could be implemented if the LSPS obligations, as we understand them, will not be fulfilled in time for the Garage development by the Offeror. The overall affect on the proposed Garage parking rates for the possibility of the Offeror purchasing and owning the Parcel in accordance with the Contract, can be analyzed as an alternate to the Proposal by the Offeror and the County.

**CONTRACT OF SALE**

THIS CONTRACT OF SALE (hereinafter referred to as "**Contract**") is hereby entered into this 28 day of October, 2013 (the "**Effective Date**"), by and between **WESTDULLES 772N, LLC**, a Virginia limited liability company (hereinafter referred to as the "**Buyer**"), and **ASHBURN 2005, LLC**, a Virginia limited liability company (hereinafter referred to as the "**Seller**").

**RECITALS:**

A. Seller is the owner of a certain tract of land located in Loudoun County, Virginia, containing approximately three (3) acres of land, more or less, and identified by Loudoun County Tax Parcel Identification Number 089-45-5721-000, said tract of land being more particularly described as **Parcel 25D2, Ryan Park Center**, as more particularly shown and depicted on that certain Subdivision Waiver Plat recorded among the land records of Loudoun County, Virginia as Instrument Number 20080911-0055435 (said tract of land, together with all improvements and fixtures thereon, all rights, privileges, easements, benefits and agreements appurtenant thereto, and the non-residential density allocated to the Property pursuant to any rezoning approved prior to Closing, are hereinafter collectively referred to as the "**Property**").

B. Seller desires to sell the Property and Buyer desires to purchase the Property in accordance with the terms and conditions hereinafter set forth.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the sum of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) paid by Buyer (the "**Deposit**") to be paid in the form of a non-interest bearing promissory note payable to the order of Seller executed and delivered to Loudoun Commercial Title, LLC (the "**Escrow Agent**"), to be held by Escrow Agent and

disbursed by Escrow Agent in accordance with the terms of the Escrow Agreement attached hereto and incorporated herein by reference, Buyer hereby agrees to buy and Seller hereby agrees to sell the Property upon the following terms and conditions.

1. Purchase Price; Payment. The purchase price for the Property (the "**Purchase Price**") shall be Seven Million Dollars (\$7,000,000.00). This is a sale in gross and not by the acre. The entire Purchase Price shall be payable by Buyer to Seller in cash or by certified or bank cashier's check or by wired funds at Closing (as hereinafter defined).

2. Easements. Each party hereby agrees to grant to the other party at no additional cost such easements as may be reasonably requested prior to or after Closing to facilitate the development of the Property and Seller's retained property which contains 5.15 acres of land, more or less (i.e., PIN # 089-45-1353-000) ("**Seller's Retained Property**") in locations to be mutually agreed upon by the parties (the "**Easements**").

3. Closing Date. Settlement under the terms of this Contract (the "**Closing**") shall be held at the offices of Culbert & Schmitt, PLLC, at 30-C Catoclin Circle, S.E., Leesburg, Virginia 20175, on or before **October 31, 2016**. Deposit with the Escrow Agent of the following documents on or before Closing shall be considered good and sufficient tender of performance of the terms of this Contract.

A. At Closing, Seller shall deliver the following original items and documents:

(i) An Owner's affidavit in form reasonably acceptable to the Escrow Agent, a non-foreign affidavit in form reasonably acceptable to the Escrow Agent and such other documents that may be reasonably required by the Escrow Agent, provided however that Seller shall not be required to execute any indemnity agreement;



- (ii) Appropriate evidence of Seller's authority to convey the Property;
- (iii) A settlement statement and any other documents as contemplated

by this Contract or may be reasonably required by Escrow Agent.

B. At Closing, the Buyer shall deliver the following original items and documents:

- (i) The Purchase Price;
- (ii) Its counterpart signature to the Easements;
- (iii) Its counterpart signature to the settlement statement; and
- (iv) Any other documents as contemplated by this Contract or may be

reasonably required by Escrow Agent, provided however that Seller shall not be required to execute any indemnity agreement.

4. Conveyance. The Property is to be conveyed by Special Warranty Deed with Covenants of Further Assurances to Buyer at Closing.

5. Expenses. The cost of the preparation of the deed and the Virginia Grantor's Tax (and congestion relief fee/tax) will be paid by Seller. Buyer shall pay all expenses of examination of title, survey (if any), all fees, charges, and expenses of the party conducting Closing, the title insurance premium, if any, and all recording fees and other Closing expenses. Each party shall be responsible for its own attorney's fees.

6. Taxes. Real estate taxes and assessments for the Property are to be prorated and adjusted to the date of Closing and paid by Buyer thereafter.

7. Due Diligence Period

(a) Available Plans, Reports and Permits. Within ten (10) days following the Effective Date, Seller, at Buyer's expense, shall make available to Buyer for inspection and





copying any and all documentation in its possession or control reasonably related to the title, physical condition and proposed development of the Property, including, without limitation, Seller's current rezoning application numbered ZMAP 2012-0002, together with the first round of comments thereto from Loudoun County, all title work, surveys, engineering studies, architectural reports, environmental studies, property descriptions, plats, plans, and any other reports and studies related to the Property ("**Seller's Materials**"). Seller hereby authorizes Buyer's use of such documents and shall provide additional written authorization as may be reasonably requested by Buyer.

(b) Buyer's Investigation of the Property and Studies. During the period beginning on the Effective Date and expiring at 4:00 p.m. E.S.T. December 13, 2013 (the "**Due Diligence Period**"), Buyer and Buyer's agents, employees, representatives, and contractors shall have the right to enter upon the Property and to inspect, test, and survey the Property, including physical and mechanical inspections (collectively the "**Buyer's Studies**"). Seller shall cooperate in good faith with Buyer, Buyer's agents, employees, representatives and contractors in connection with all such inspections, tests and surveys. Any tests, examinations or inspections of the Property by Buyer and all costs and expenses in connection with Buyer's testing, examination and inspection of the Property shall be at the sole cost of Buyer and shall be performed at a time and in a manner not to unreasonably interfere with Seller's ownership of the Property. Buyer shall immediately cause to be released to Seller's sole satisfaction any lien of any type which attaches to the Property by virtue of any of Buyer's inspections, examination or testing or other activities with respect to the Property. After completing its investigation of the Property, if damage has been caused to the Property, then Buyer shall restore any such damage caused by Buyer or its contractors or agents to substantially the condition existing prior to such



entry thereon. This obligation to restore shall expressly survive any termination of this Contract. Buyer shall indemnify and hold Seller harmless from and against any damage or liabilities arising out of or related to its studies and investigations. The foregoing indemnity shall survive Closing and/or the termination of this Contract and shall not merge into any deed or other instrument delivered at Closing.

(c) Insurance. During the Due Diligence Period, Buyer shall maintain with insurance companies licensed to do business in the Commonwealth of Virginia, Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability per occurrence, with umbrella coverage of not less than Two Million Dollars (\$2,000,000.00). Such policy of insurance shall name Seller as an additional insured. A certificate issued by the insurance carrier of such policy of insurance (the “**Insurance Certificate**”) shall be delivered to Seller prior to Buyer’s entry onto the Property and shall evidence that the issuing insurer will endeavor to notify Seller in writing thirty (30) days before any cancellation of the coverage outlined in the Insurance Certificate. The policy required by the provisions of this Section may be made a part of a blanket policy of insurance provided the blanket policy furnishes the minimum coverage required herein and does not impair the rights of the Seller or negate the requirements of this Contract.

(d) Title and Survey. Title to the Property will be in the condition existing as of the effective date of the title commitment or the Effective Date, whichever last occurs, except for those title matters to which Buyer has timely and properly objected and which Seller has agreed to cure (if any), in accordance with the provisions set forth below (“**Permitted Exceptions**”).



(i) Buyer has the right during the Due Diligence Period to order a survey of the Property (certified to a date after the Effective Date) prepared at Buyer's request and expense (the "**Survey**"). Buyer shall provide Seller and the title company selected by Buyer (the "**Title Company**") with the Survey upon receipt from Buyer's surveyor. The Title Company shall provide Seller and Buyer, at Buyer's expense, with a title insurance commitment with respect to the Property (the "**Title Commitment**") and copies of all documents that are exceptions to title and referenced therein. Buyer shall have the right to obtain any and all title policy endorsements which Buyer desires to obtain in connection with this transaction, but the obligations of the parties are not conditioned on Buyer's obtaining such endorsements, except in the event that Buyer is unable to obtain an endorsement based on an intentional breach of Seller's representations, warranties or obligations set forth in this Contract which is not cured within any applicable cure period. Buyer shall review the Title Commitment and the Survey (collectively, the "**Title Evidence**") and, on or before 4:00 p.m. on November 29, 2013, shall give Seller notice (the "**Title Objection Notice**") of any matters in the Title Evidence to which Buyer objects (the "**Title Defects**" or singularly a "**Title Defect**"). In the event Buyer shall timely and properly object to any Title Defects, Seller shall have the right (but without any obligation to do so, other than as set forth below as to Monetary Defects) to attempt to cure such matter objected to by Buyer as soon as reasonably possible, but in any event by December 13, 2013 (the "**Cure Period**"). In the event that Seller has not cured such Title Defect prior to the end of the Cure Period, and Seller has not agreed in writing to cure such Title Defect on or before Closing, then Buyer shall have, at Buyer's sole discretion and as Buyer's sole options hereunder as to the uncured Title Defects (or uncured Title Defect), the right to (i) accept title to the Property subject to the Title Defects without any adjustment to the Purchase Price (in which



event the remaining Title Defects shall be deemed Permitted Exceptions); or (ii) terminate this Contract by written notice thereof to Seller within five (5) days after the expiration of the Cure Period, whereupon this Contract shall be terminated and both parties shall thereafter be released from all further obligations hereunder, except that Buyer shall not be released from the surviving obligations set forth herein, and the Deposit shall be immediately returned to Buyer and any and all tests, studies reports, and other investigations obtained by Buyer shall be transferred, free of liens, to Seller. In the event Buyer fails to timely and properly terminate this Contract as set forth in subsection (ii) above, Buyer shall be deemed to have selected subsection (i) above. Notwithstanding the foregoing, Seller shall be obligated to cure prior to Closing all Title Defects which are mechanics' or materialmen's liens, or judgment liens, and, from Seller's proceeds of Closing, all tax liens or assessments, mortgages, deeds of trust, or other monetary defects encumbering the Property ("**Monetary Defects**").

(ii) Seller agrees that, after the Effective Date and prior to Closing or earlier termination of this Contract, it (i) will not take any action to change the physical condition of the Property, except with Buyer's prior review and reasonable approval, and (ii) will not take any action which shall adversely affect the status of title to the Property, except as contemplated by or disclosed in this Contract. Seller shall retain the unfettered right, in its sole and absolute discretion, to process and seek approval of its rezoning application which will affect the Property and is numbered **ZMAP 2012-0002** (the "**Rezoning**"), provided that the Rezoning permits a parking garage as referenced in Loudoun County, Virginia C-1932 Solicitation for Proposal through the Public-Private Transportation Act of 1995 (the "**Garage**") to be constructed on the Property.

(e) Right to Terminate. If Buyer determines, in its sole and absolute



discretion, that Buyer does not desire to purchase the Property for any reason or no reason, then Buyer shall have the right to give written notice to Seller electing to terminate this Contract, provided such notice is delivered to Seller on or prior to the expiration of the Due Diligence Period. In the event such notice of termination is timely delivered, then the parties shall be released from all further obligations each to the other under this Contract, except Buyer shall not be released from the surviving obligations set forth in this Contract, and the Deposit, together with any interest earned thereon, if applicable, shall be immediately returned to Buyer.

8. Representations, Warranties and Covenants of Seller. Seller warrants, represents, and covenants to Buyer as follows:

A. Seller is the fee owner of the Property.

B. Seller has not received notice of any violations of law or municipal ordinances, orders, or requirements noted or issued by any governmental department or authority having jurisdiction over or affecting the Property, nor does Seller have any knowledge of the same. Seller shall be required to comply with any such notices, orders, or requirements noted or issued prior to the date of Closing.

C. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the date of Closing have been (or prior to the date of Closing will be) paid in full, and there are not now, nor shall there be on the date of Closing, mechanics' liens or materialmen's liens, whether or not perfected, on or affecting any portion of the Property, and if there shall be any such liens or threats of such liens, the Seller shall obtain the release of the same on or before the date of Closing, or such liens shall be paid from Seller's proceeds at Closing.

D. Seller has the power to enter into this Contract and to consummate the





transaction contemplated herein and the execution of this Contract and the consummation of the transaction contemplated herein does not violate any of the terms and provisions of the Articles of Organization or Operating Agreement of Seller; and the party executing this Contract on behalf of Seller has the authority to execute this Contract on Seller's behalf and to bind Seller hereunder.

E. Seller is processing the Rezoning and shall continue to process the Rezoning during the contract period and it shall be a condition of Closing for the benefit of Seller that the Rezoning be approved to the satisfaction of Seller prior to Closing. Seller is not involved in any litigation affecting the Property or Seller's ability to convey clear title to it.

F. Survival. The representations and warranties set forth in this Section 8 shall survive Closing for a period of one (1) year.

9. Representations and Warranties of Buyer. Buyer warrants and represents to Seller as follows:

A. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to conduct business and is in good standing under the laws of the Commonwealth of Virginia. Buyer has the power to enter into this Contract and to consummate the transaction contemplated herein and the execution of this Contract and the consummation of the transaction contemplated herein do not violate any of the terms and provisions of the organizational documents of Buyer or any agreement, contract, or other instrument to which Buyer is a party or is bound. The party executing this Contract on behalf of Buyer has the authority to execute this Contract on Buyer's behalf and to bind Buyer hereunder.

B. The Buyer warrants to keep the Property free of any Mechanic's Lien for



any work or service by the Buyer or any of his agents, subcontractors or employees. In the event that any mechanic's lien is filed as a result of the Buyer's activities, the Buyer shall promptly cause the lien to be dismissed by act of law or, in the event that the Buyer disputes the validity of the lien, by equity.

C. Following Closing, Buyer shall fully cooperate with Seller by signing all plats, applications, affidavits and any other documents reasonably required or requested to obtain the Rezoning, including without limitation a provision of stormwater management facilities for Seller's Retained Property and other properties within Ryan Park center that are currently served by storm water management or drainage facilities on the Property, and further including the extension of a public street over a portion of the Property to Seller's Retained Property. This obligation shall survive Closing and be set forth in the deed delivered at Closing.

D. All of the representations, warranties, and covenants of the Buyer contained in this Contract or in any document delivered to Seller pursuant to the terms of this Contract (i) constitute conditions precedent to Closing for Seller's benefit, (ii) shall be true and correct in all material respects at the date of Closing, just as though the same were made at such time, and (iii) Seller's rights to enforce such representations, warranties and covenants shall survive the Closing and shall not be merged into any documents delivered by Seller at Closing.

E. Survival. The representations and warranties set forth in this Section 9 shall survive Closing for a period of one (1) year.

10. Intentionally Omitted.

11. Cooperation. Seller covenants and agrees as follows:

A. Seller's adjacent 5.1 acres shall not compete with Buyer's intended use of the Property for the Garage;



B. Seller shall not oppose or interfere with any transfer of the Property by Buyer, including the transfer of the development rights allocated to the Property, after the Closing Date;

C. The covenants and agreements set forth in this Section 11 shall survive Closing.

12. Conditions Precedent to Closing.

A. Buyer's Conditions Precedent to Closing. The obligations of Buyer to purchase and close on the Property shall be contingent upon each of the following conditions being satisfied on the date otherwise required for Closing hereunder (the "**Buyer's Condition Precedent**"): The boundary line adjustment deed and plat shall have been recorded.

B. If the Buyer's Condition Precedent is not satisfied at the time otherwise required for Closing, and Buyer is not in default hereunder, then at any time thereafter Buyer on written notice to Seller may terminate this Contract, and the Deposit shall be returned to Buyer and thereafter neither party shall have any continuing obligation to the other hereunder except as to those items that expressly survive such termination.

13. Buyer's Default; Seller's Remedy. In the event that all of the Buyer's Conditions Precedent hereunder have been satisfied or waived and Seller performs all of its obligations hereunder and Buyer fails to settle on the Property pursuant to the terms hereof in breach of the terms of this Contract, then Seller's sole remedy for such breach or default shall be to terminate this Contract and retain the Deposit as complete and liquidated damages. Seller and Buyer acknowledge that it would be impractical and difficult to ascertain the actual damages which would be suffered by Seller if Buyer fails to consummate the purchase of the Property as and when contemplated by this Contract and the parties have determined that the amount of the



Deposit is a fair and reasonable estimate of the damages. Seller hereby expressly acknowledges and agrees that in no event shall any partner, member, officer, trustee, manager, fiduciary, beneficiary, shareholder or director of Buyer ever be personally liable for any obligation under this Contract.

14. Seller's Default; Buyer's Remedy. In the event that all of the conditions precedent to Seller's obligations hereunder have been satisfied or waived and Buyer performs its obligations hereunder and Seller fails to settle pursuant to the terms hereof in breach of the terms of this Contract, then Buyer may pursue the remedy of specific performance, which shall be its sole and exclusive remedy.

15. Litigation. In any litigation involving this Contract, the substantially prevailing party shall be entitled to recovery of the costs of such litigation, including without limitation, attorney's fees.

16. Parties Bound. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns (to the extent such successors or assigns are permitted).

17. Applicable Law. This Contract shall be construed in accordance with the laws of or applicable to the Commonwealth of Virginia.

18. No Commission. Seller and Buyer each warrant to the other that they have dealt with no agent or broker with respect to the transaction contemplated by this Contract. In the event that any claim for commission or finder's fee is brought by any other person or entity whatsoever as a consequence of the transaction contemplated hereby and as a result of any action or omission of either Seller or Buyer, then Seller or Buyer, as the case may be, shall hold harmless the other party against any loss, cost, or expense of any nature, including, but not



limited to, court costs and reasonable attorneys' fees, arising as a consequence of such claim for the commission or fee.

19. FIRPTA. Seller hereby represents and warrants to Buyer that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and Seller further agrees, at settlement, to furnish Buyer an affidavit to this effect complying with the provisions of Section 1445 of the Internal Revenue Code of 1954, as amended.

20. Possession. Possession of the Property shall be given to Buyer at the Closing hereunder.

21. Non-Merger. Except as otherwise stated in this Contract, the provisions of this Contract shall survive the Closing hereunder and the execution and delivery of the deed of conveyance covering the Property and shall not be merged therein.

22. Severability. In the event any term or provision of this Contract should be determined to be illegal or unenforceable, the remaining terms and provisions shall continue in full force and effect and shall not be rendered unenforceable.

23. Captions; Gender; Number. The captions hereof are for convenience of reference only and shall neither limit nor enlarge the provisions hereof. All pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural and vice versa unless the context requires otherwise.

24. Advice of Counsel and Construction. All parties to this Contract have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties.

25. Total Agreement. This Contract contains the full and final agreement between the





parties hereto with respect to the sale and purchase of the Property. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Contract shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

26. Notices. All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally delivered, or when deposited in the United States mail, postage prepaid, first class, registered or certified, return receipt requested, addressed respectively as follows:

Buyer:	WestDulles 772N, LLC c/o WestDulles Properties, Inc. 44330 Mercure Circle, Suite #160 Dulles, Virginia 20166 Attention: Eric Wells
With a copy to:	McGuireWoods LLP 1750 Tysons Boulevard, Suite 1800 Tysons Corner, Virginia 22102 Attention: Ken Wire, Esq.
Seller:	<u>Ashburn 2005, LLC</u> <u>14239 Canongate Drive</u> <u>Leesburg, Virginia 20175</u> <u>Attention: David Gregory</u>
With a copy to:	Culbert & Schmitt, PLLC 30-C Catocin Circle, S.E. Leesburg, Virginia 20175 Attention: David C. Culbert, Esq. Client Matter No. 12320.170
Escrow Agent:	Loudoun Commercial Title, LLC Five Wirt Street, SW, Suite 200 Leesburg, Virginia 20175-2923



Attention: Robert M. Gordon

Any party hereto may change its address for notice purposes hereunder by delivering written notice thereof to the other parties in accordance with the foregoing provisions.

27. Assignment. Seller may assign all or any portion of this Contract in Seller's sole and absolute discretion. Buyer may assign this Contract in whole or in part to any entity substantially controlled by Buyer or to Loudoun County without the prior express consent of Seller, and Buyer may assign this Contract to a third party with the prior written consent of Seller, and upon any such assignment (if permitted) by Buyer, the assignee shall expressly assume all of Buyer's obligations jointly and severally with Buyer and Buyer shall fully obligated (jointly and severally) hereunder. It is an express material condition of this Contract that the Buyer and its members and managers remain the buyers and ultimate owners and developers of the Property.

28. Time. TIME IS OF THE ESSENCE with respect to all matters set forth in this Contract.

29. Risk of Loss. The risk of loss or damage to the Property or any improvements or fixtures located thereon by fire or other casualty is hereby assumed by Seller until the Closing hereunder and the execution and delivery by Seller to Buyer of the Deed covering the Property.

30. Condemnation. In the event that prior to Closing hereunder there shall occur a taking by condemnation or eminent domain of all or any portion of the Property or a proposed conveyance to a condemning authority in lieu of condemnation, then Seller shall be entitled to all condemnation proceeds and/or awards and shall have the sole and exclusive right to pursue any and all such claims related thereto. If Buyer is unable to use the residual portion of the Property for Buyer's intended use, Buyer shall have the right to terminate this Contract with written notice



to Seller, whereupon this Contract shall terminate and the Deposit shall be immediately returned to Buyer.

31. Mechanic's Lien Notification.

#### NOTICE

Virginia law (Va. Code Ann. ' 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lien or last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

**AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

32. Intentionally Omitted.

33. Confidentiality. Buyer and Seller agree to keep all of the terms and provisions of this Contract and all information obtained by either party confidential prior to Closing hereunder, except that either party shall have the right to disclose the terms and provisions of this Contract to any bona-fide potential lender, partner, parent corporation, corporate affiliate, or Loudoun County, its staff and consultants as required in connection with the boundary line adjustment and the PPTA.

34. Deal Specific Terms. The parties agree that the following provisions are unique to this Contract:

- A. Boundary Line Adjustment. The parties recognize that in order to



accommodate the current design of the Garage it will be necessary for Seller to obtain approval of the Rezoning, and that it may be necessary for Seller to adjust the boundary lines of the Property with Seller's adjacent property and, to the extent such is required, the boundary lines will be adjusted by Seller at Seller's direction and control but Buyer and Seller shall share equally such cost and expense at Closing.

[Signatures Follow]

A handwritten signature in black ink, appearing to be a stylized 'G' or 'S' followed by a flourish.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the later of the dates set forth below, which date shall be inserted on page 1 of this Contract.

BUYER:

WESTDULLES 772N, LLC

10/28/13  
Date

By: [Signature] (SEAL)

Name: ERIC R. WEISS

Title: Manager

SELLER:

ASHBURN 2005, LLC

10/28/13  
Date

By: [Signature] (SEAL)

Name: DAVID GREGORY

Title: MEMBER

Receipt of Buyer's Deposit Note in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) is hereby acknowledged this \_\_\_\_ day of October, 2013.

LOUDOUN COMMERCIAL TITLE, LLC

\_\_\_\_\_  
Date

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_



### ESCROW PROVISIONS

Buyer and Seller have agreed to select Loudoun Commercial Title, LLC ("Escrow Agent") to serve as the escrow agent with respect to the Deposit to be made by Buyer pursuant to the Contract. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Contract.

1. Upon receipt of the Deposit from Buyer, Escrow Agent shall retain the Deposit pursuant to the terms and provisions of the Contract and these Escrow Provisions.
2. Escrow Agent shall deliver the Deposit in accordance with the terms and conditions of the Contract. In the event the Contract shall be terminated prior to the Closing thereof, Escrow Agent shall deliver the Deposit in accordance with the provisions of the Contract governing such termination. At the time of Closing, Escrow Agent shall deliver the Deposit in accordance with the provisions of the Contract governing such disbursement.
3. In the event of any dispute between Buyer and Seller regarding the delivery of the Deposit, or in the event Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent shall withhold such delivery until such dispute is resolved. Alternatively, Escrow Agent shall be entitled to deliver the Deposit into a court of general jurisdiction in Loudoun County, Virginia, and to interplead (or implead) Buyer and Seller in connection therewith.
4. Escrow Agent shall not be liable for any damage, liability or loss arising out of or in connection with the services rendered by Escrow Agent pursuant to the Contract or this Escrow Agreement, except for any damage, liability or loss resulting from the willful or negligent conduct of Escrow Agent or any of its officers or employees.



#### 4.B.4 UTILITIES

- a. Identify and fully describe the existing utilities in the area of the sites including electricity, natural gas, public water and sewer, telephone, and fiber optic telecommunication services.*

In accordance with the Site Plan Exhibit which is based on Metropolitan Washington Airports Authority (MWAA), Phase 2 – Preliminary Engineering drawings. All improvements for this area are considered “future,” and will tie to infrastructure provided by Comstock Loudoun Station LC, and extended via MWAA to the proposed Metro Station improvements. Per the RFP, these elements installed and extended by others include Loudoun Station Boulevard, and Staunton Hill Drive. For purposes of the Phase 2 design and construction, it is to be assumed those facilities are in place as shown on the Preliminary Engineering plans. Furthermore, improvements associated with stormwater management and best management practices (BMP) are designed and constructed with current regulations and future State stormwater regulations for the MWAA improvements located adjacent to the proposed parking garage shown on our Site Plan.

Electrical and telephone is located west in the adjacent property and north of the proposed garage with the assumption that service shall be extended by way of either the Loudoun Station developer with the construction of road network, or by way of MWAA to serve their facilities associated with this garage.

Future 6” waterline, 8” sanitary sewer line, and storm sewer system for drainage are all located within the road network Loudoun Station Boulevard and Staunton Hill Drive. Storm sewer inlets and pipe system is assumed to be provided by others, with the exception of tie in’s associated with the parking garage, if required. Water laterals and sanitary sewer laterals are assumed to be installed by others and constructed five (5’) feet inside parcel or lease line shown on Site Plan exhibit. Fire hydrants connected to water system are the responsibility of either the Moorefield Station developer or MWAA per Phase 2 plans.

Natural gas and fiber optic telecommunication services are within the area, however, their specific location in proximity to this proposed garage has yet to be determined at this time.

- b. Include the name of the utility provider, the relationship and proximity of each utility service to the property line and the available capacity of each utility service.*

- Electric Service is provided by Dominion Virginia Power.
- Telephone Service is provided by Verizon, Virginia telephone.
- Water Service is provided by Loudoun Water.
- Sanitary Sewer Service is provided by Loudoun Water.

- Storm Sewer system, stormwater management, and best management practices (BMP) is the responsibility of the developer for design of capacity and maintenance of any facilities associated with the construction and infrastructure of Loudoun Station.
- Natural Gas Service is provided by Washington Gas.
- Fiber optic telecommunications service is dependent upon location of project and undetermined at this time.

Service capacity of the above utilities to accommodate the proposed parking garage at some future date is unable to be determined at this time. Further analysis will be required at time of facility design to estimate and anticipate capacity needs for this improvement. However, it is assumed that these capacity levels will be appropriate for the improvements associated with MWAA improvements shown on Phase 2 Preliminary Engineering plans, and should be appropriate for the needs of the proposed parking garage.

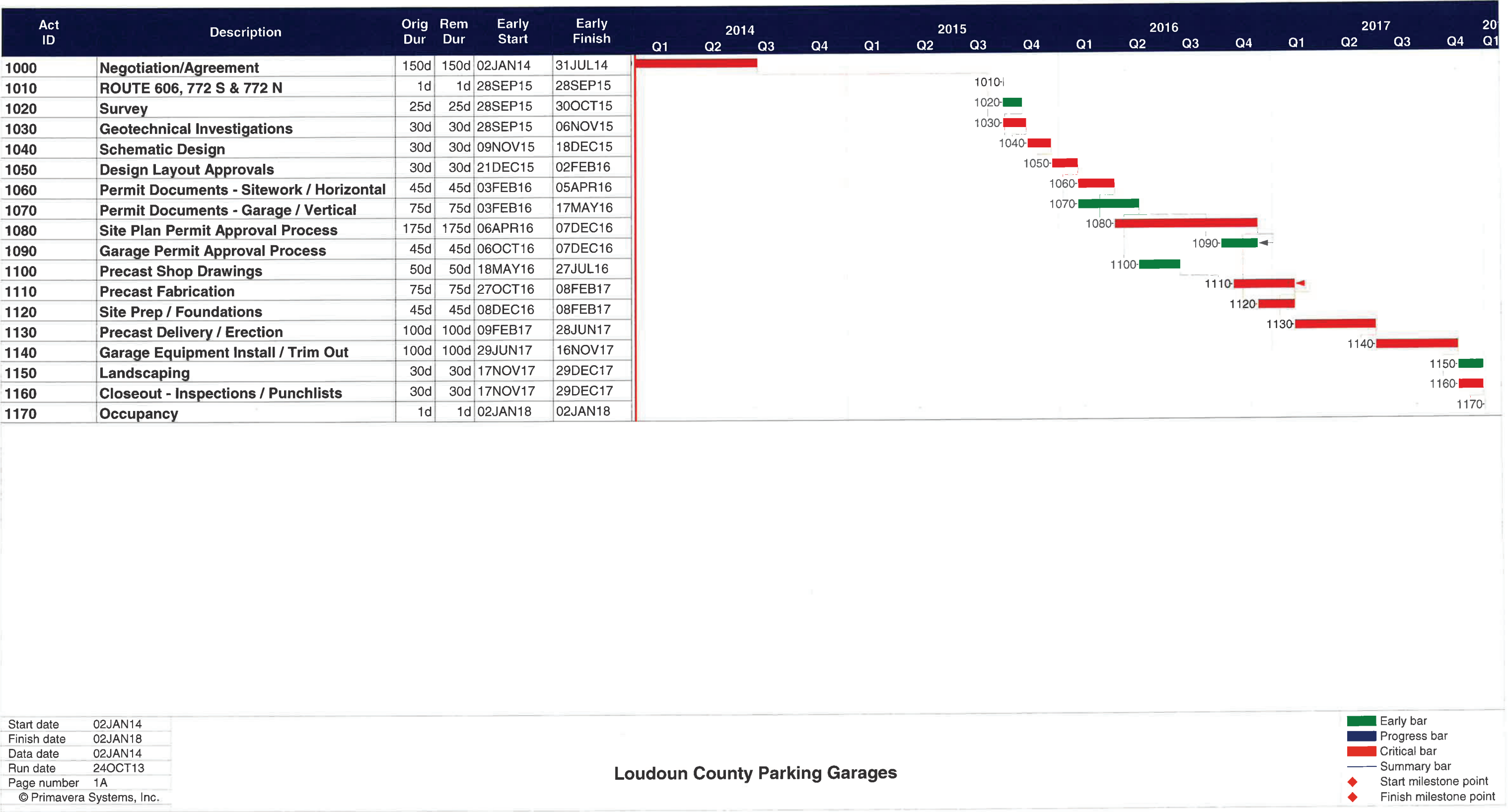
*c. State assumptions related to any off-site utility extensions or improvements needed for the Project.*

- Cooperation of adjacent property owner “Ashburn 2005 LLC” for the boundary line adjustment and subdivision of property and utility connections (as necessary).
- All pedestrian access points shall be constructed by others to the parcel or lease line indicated on the Site Plan exhibit, unless within the boundaries of the parcel/lease line.
- All wet utilities (water and sanitary sewer) are constructed and laterals extended to and within parcel or lease line.
- WMATA to stub water line and sanitary sewer lateral five (5') feet inside parcel or lease line.
- All fire hydrants are to be installed per Phase 2 – Preliminary Engineering plans by WMATA or Loudoun Station developer.
- All dry utilities (electric, telephone, gas, and fiber optic) shall be constructed to or within the parcel or lease line and available for connection.
- Natural gas and fiber optic telecommunications shall be constructed and available for connection adjacent or within parcel or lease line limits.
- Service capacities for both wet and dry utilities shall be available and provided to the proposed garage.
- Site lighting shown within the parcel or lease line shown on the Site Plan exhibit shall be

installed by the contractor for the proposed parking garage. Estimate 4 light assemblies.

- Improvements associated with stormwater management and best management practices (BMP) are designed and constructed with current regulations and future State stormwater regulations for the WMATA improvements located adjacent to the proposed parking garage, and therefore include proposed garage improvements.

4.B.5 PROJECT SCHEDULE





#### 4.B.6 OPERATIONS & MAINTENANCE PLAN

*Offerors shall submit a plan describing how the operations, maintenance and capital repairs will be carried out over the term of the ground lease.*

LAZ Parking has played an instrumental role in the development of operational and maintenance plans and budgets for this project. Our team also believes the County and the stakeholders who will be utilizing these garages should be included in the operational plan development. As a result, we will describe our generalized intentions for the parking operation plan but fully expect this plan to evolve as additional information is understood through stakeholder and County input.

**Operations:** We believe there are two primary user groups utilizing the garage(s). The first user group includes individuals living in or near the County and working in DC. These users will park at the garage, ride the train to work and then return at the end of their shifts. These users will primarily include daytime workers but could also include individuals working night shifts. The second user group includes individuals living near the garage and choosing to utilize the rail system to visit the DC area. We believe the second user group carries a significantly reduced impact on parking and use of the rail system.

Operations inclusive of individuals utilizing the park and rail system should allow for a number of parking programs to benefit a wide range of the public.

- The operational system will primarily be designed to accept individuals wishing to pay to park on a daily basis.
- To help assure the success of the rail system we also intend to provide functions for individuals being dropped off at the station but not parking. We feel this capability is important to support the full success of the rail system and the citizens of Loudoun County.

From an operational perspective, individuals entering the garage will gain access through a number of options.

- Individuals will have the option of purchasing a proximity card unique to the garage which allows entry and exit through the magnetically encoded card. These cards are typically connected to the individual's buying account allowing payments to be derived directly from these accounts. Discounts are often applied for individuals prepaying monthly or yearly parking fees.
- Individuals will have the option of paying via cash or credit card on a daily basis. At entry these individuals will receive a traditional paper parking ticket and be required to validate the ticket upon reentry to the garage prior to exiting. As operators, we will provide multiple kiosks to allow individuals to validate their tickets before arriving at the exit gate as well as providing backup capabilities to validate tickets at the exit gate itself.

- We also anticipate coordinating our equipment to accept individuals associated with the SMARTRIP system which is utilized at other parking facilities within the Metrorail system.

To reduce operational costs we have included in our development budget state-of-the-art management equipment to oversee daily parking operational efforts. The garage's operations are capable of being controlled 100% through computer and robotic functions. The core of the operation function is the parking management software system. Our budgeted software allows full control over pricing functions and other daily operations in a real-time atmosphere. We are also able to track user-ship based on unique parker ID cards and all other daily parking functions. Access to this level of information affords us the ability to adjust prices, anticipate peak hours of operation, and other critical needs to assure our clients a smooth operation. Not only does this reduce operational costs, it also greatly speeds the systems operational turnover allowing guests to enter and exit the garage at a faster rate. While the system is 100% automated it does not alleviate the need for on-site staff to deal with potential problems associated with mechanical or user related issues. We have specifically budgeted parking ambassadors to be present during peak hours of operation and security individuals to be present as required. We believe our blend of mechanized equipment, dedicated and trained staff, and appropriate security individuals provide the most favorable mix of operational characteristics.

Security always plays an important role in a parking garage operational plan. Our team has experience with security minded garages and understands the role of security begins with the actual design of the garage. Assuring proper lighting, good visibility, reduced hiding areas, and other design related details are important to the overall security plan and operational effectiveness of the garage. Additionally we have budgeted for basic cameras and emergency call stations. As further negotiations with the County begin, we have the flexibility to adjust these budgets as required.

Our team understands the parking experience is the first and last item our parking customers will remember as they enter and exit the garage during their daily work activities. We also understand ease of entering and exiting the garage with reduced delays will be very important to the success and user-ship of the rail system. As we finalize the garage circulation and design elements we will ensure the parking guest can quickly reach an open parking space and move efficiently to the rail system. Likewise on their return, we will assure the guest can exit the garage in a timely manner.

**Maintenance Plan (PM):** A PM plan begins at the design stage and follows through the entire lifespan of the structure. We have incorporated all features associated to the PCI Maintenance Manual throughout our design process and long term preventive and general maintenance plan. Our team has specific experience with designing a parking structure which maximizes longevity while minimizing maintenance issues. Our maintenance plan is divided into two categories, short and long-term maintenance activities.

Short-term maintenance activities include:

- weekly cleaning
- visual inspections
- lighting maintenance
- parking management equipment and signage repair
- incidental painting

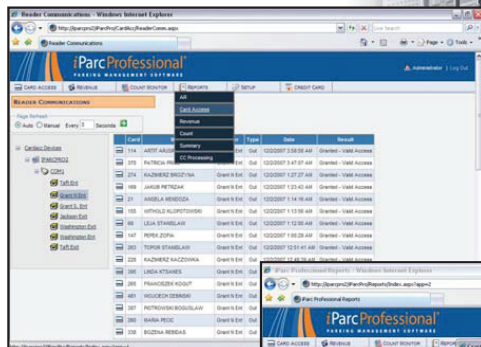
We have established a tentative budget for these continual maintenance items. Proper short-term maintenance results in reduced long-term maintenance costs and improves longevity of the structure. We have included the first year budget and funding for a short-term maintenance account is part of our operational budget. We will perform yearly audits of our short-term maintenance accounts and make adjustments to it accordingly based on changing market and economic conditions. LAZ and our parking ambassadors will perform daily garage inspections to ensure short-term maintenance items do not go unnoticed or addressed. The County will also receive monthly maintenance reports to verify all short-term maintenance activities are being carried out.

Long-term maintenance activities include:

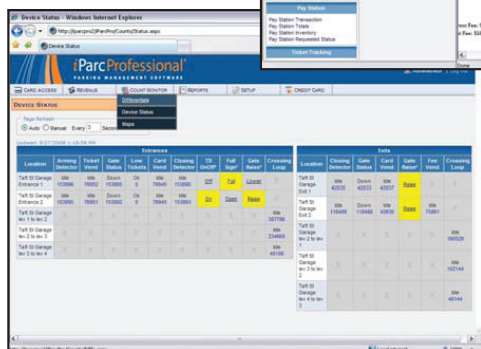
- caulk and waterproofing repairs
- elevator maintenance
- painting
- lighting upgrades
- management equipment upgrades

These repairs are typically costly and must be budgeted for at the beginning of operation of the structure. As outlined in our operational budget, we will create a long-term maintenance account which we will fund on a yearly basis. This assures the ownership and Loudoun County that money will be available when long-term maintenance items are required.

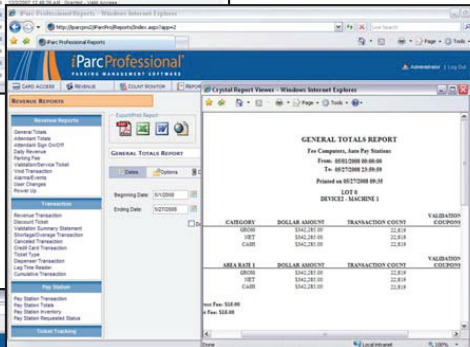
## AMANO McGANN® PARKING SOLUTIONS



**Real-time Communications**



**Count/Monitoring Statistics**



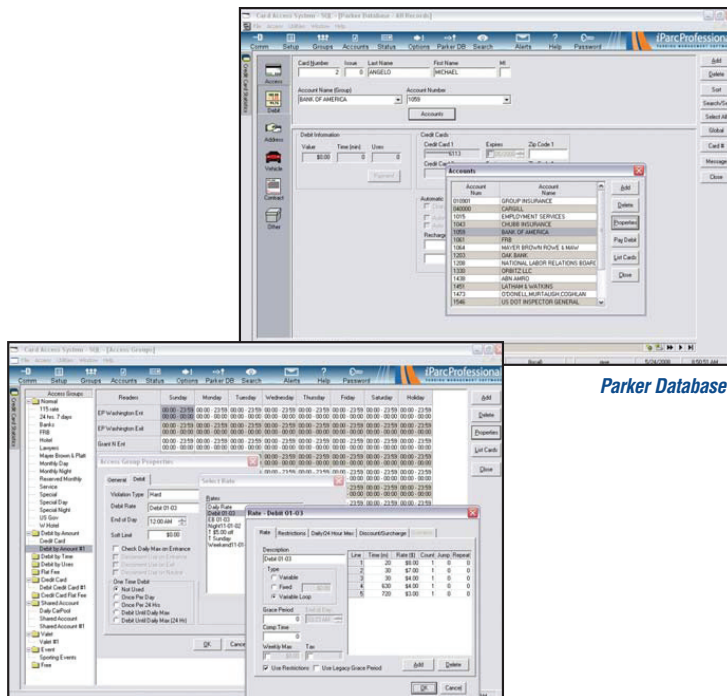
**Complete Reports**

To manage your operation profitably, you need software that helps you control the business both strategically and tactically. And the larger your operation, the more control you need over terminals, transactions and reporting.

iParcProfessional is the answer for parking operations that need the power of Amano McGann software at every level of the organization. With iParcProfessional, you can understand every aspect of your operation – in real time – and make key decisions that are supported across the business.

### iConnect™ Web Management Remote Connectivity Made Easy

- Full System Features
- Fast, Comprehensive Reports
- Real-time Transaction Display (Card Access, Counts, and Revenue)
- Proven Amano McGann Platform
- Desktop or Mobile Access
- Enterprise Scalable



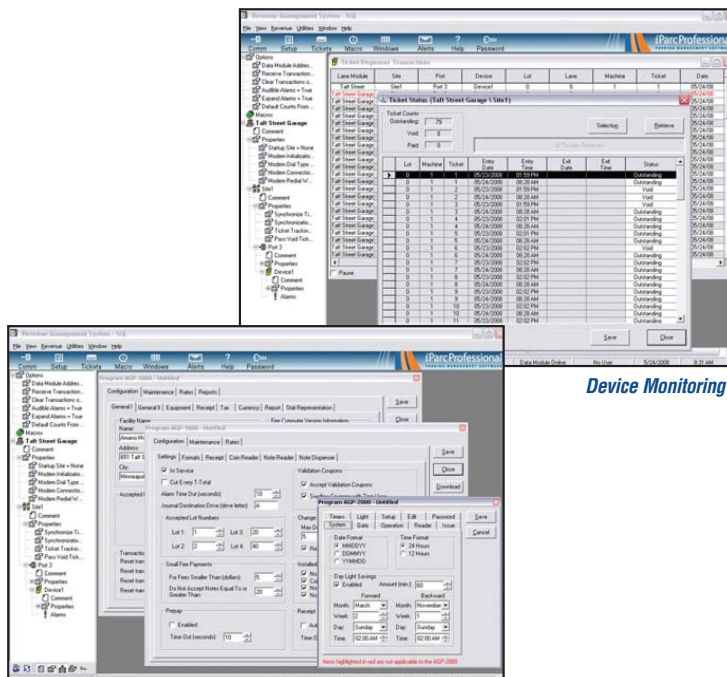
### Access Groups/Rates

**Parker Database**

## Access Control

Amano McGann iParcProfessional Access Software is designed to meet the unique requirements of parking facility access – with a depth of features and options you won't find anywhere else. We've simplified programming, enhanced the comprehensive parker database, and increased overall flexibility to make the system more powerful than ever before.

*You have immediate access to everything you need. iParcProfessional provides quick, "one click" access to view/edit access groups, lists of account users, debit balances, vehicle/phone/address information, parker quick searches, last card usages, anti-passback and reader result information, and much more.*



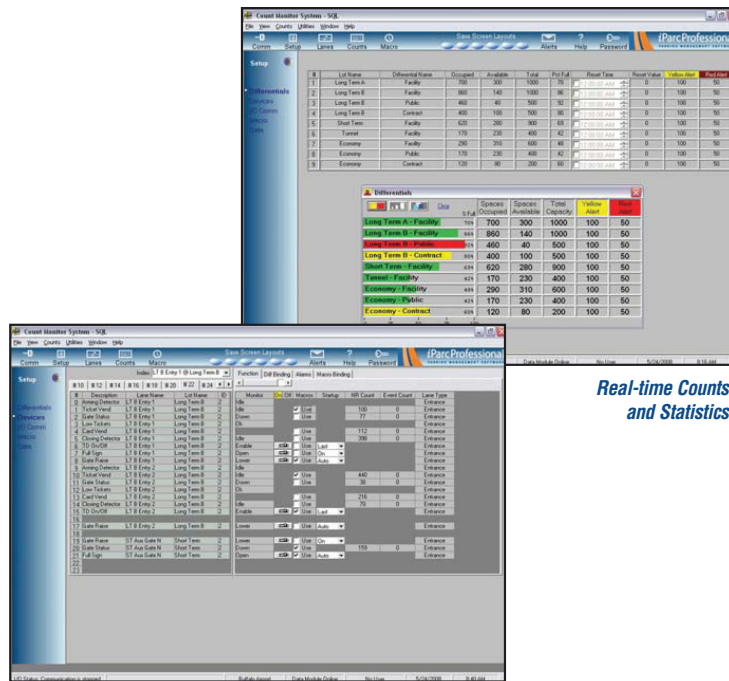
### Rate/Device Programming

### Device Monitoring

## Revenue Management

*Enforce tight revenue control and increase your audit capabilities with Amano McGann iParcProfessional Revenue Management Software. Real time transaction display from ticket dispensers, fee computers, pay stations and exit devices provides the ability to monitor system operations and alert management of system alarms. Create, store, and edit all revenue system rates from the software – then download them to the devices. There are no interruptions in the lane operation as the system changes and downloads can be processed at user-selected times.*





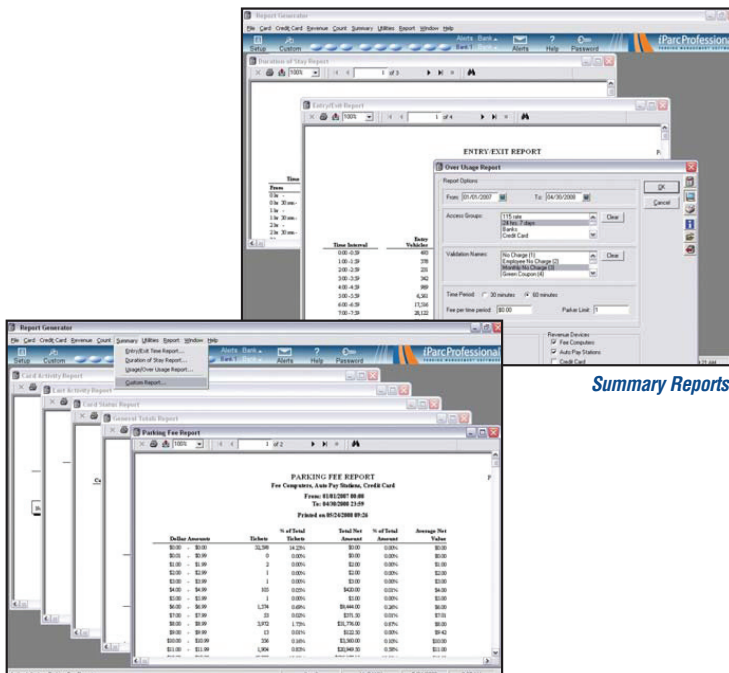
Comprehensive Device Programming

Real-time Counts and Statistics

## Count and Monitoring

Amano McGann is the leader in count management solutions. iParcProfessional enhances our already proven solutions and interfacing with a wide variety of existing lane equipment. The software clearly displays space count and monitoring statistics such as differential and non-resettable lane activity counts, lane device status, loop activations, signage conditions, system alerts, and alarm conditions.

Easy control of your space counts and lane devices are provided through hot button driven buttons. You can store several variations of count and monitoring display screens and switch between them quickly.



Daily Report Macros

Summary Reports

## Report Generator

The reporting system that revolutionized parking software is even better and more flexible. Featuring updated report macros, improved selection and sorting features, and convenient/editable data review prior to final printing.

Amano McGann iParcProfessional comprehensive reporting tools provide the best in audit control and statistical reporting.

Amano McGann iParcProfessional is built to leverage the capabilities of Internet connectivity. Although it operates independently of the Worldwide Web, new iConnect Web Management provides full reporting to anywhere in the world with internet connectivity.

## Feature-rich Options

### CARD ACCESS

**Integrated Accounts Receivable** – Features automatic card activation, posting payments and charges, invoicing, custom reporting, data export, ageing accounts, credit card on-file payment option.

**Debit Access Control** – Patrons enter and exit at unattended lanes, no ticket or cash – facility access card based (Proximity, AVI, Magstripe, etc.). Debit based on rate, time, or uses. Ability to “recharge” accounts remotely and automatically with credit card on-file.

**Shared Accounts/Carpool** – Issue access cards to a group of parkers and set an occupancy limit. Once limit is reached, you may either deny access, allow as a violation, or charge them from pre-programmed rate structures. Advanced Shared Accounts allows multiple occupancy thresholds with separate rates.

**Auto Activation** – Allows temporary one-day or multiple-day cards that activate on the first use, then automatically lockout on the expiration date – works with proximity, magstripe, barcode, etc.

### REVENUE MANAGEMENT

**Advanced Ticket Tracking** – Provides real-time access to outstanding and unreconciled ticket reports. For more comprehensive ticket audits, filters and parameters are set to search and review transactions by lot, machine number, ticket number, entry/exit dates or status.

### COUNT MONITORING

**Interactive Facility MAPPING** – Provides an overhead view of your facility and gives you single-point control over it. You see all activity as it happens, and you can control devices just by clicking the image.

**Variable Message Signage Control** – Allows count statistics to activate fixed message signs, digital variable signs and facility or level sign towers. Messages and available space counts can provide instructions and way-finding to patrons.

### SPECIALTY APPLICATIONS

**University Systems** – Departmental budget charge systems, advanced validation tracking systems, way-finding solutions, student card interfaces (several options available), debit card systems and much more.

**Hospital Systems** – Custom Payroll Interfaces, Dr’s Registry Interfaces, special patient access solutions – we offer extensive system solutions for the hospital environment.

**Event Systems** – From the small theatre to the large arena, iParcProfessional Event systems are your solution. Wireless technology, exceptionally fast lane transactions, cash/credit card acceptance, complete audit.

**Mass Validation Systems** – Create your own validation coupons for your facilities with the touchscreen based Mass Validation System. Full personnel control, audit reporting and custom printing on tickets.

**Hotel Systems** – Direct tie-in to iParcProfessional using existing hotel cards. Direct PMS interfaces in place for many major hotel chains.

## Software Made Flexible and Efficient

### • Full Functionality –

iParcProfessional delivers all the parking management and reporting capabilities you’ve come to expect from Amano McGann.

### • Full Scalability –

The solution architecture is specifically designed to accommodate the needs of multi-site parking operations.

### • Capability-rich Interface –

Users can perform more tasks using a robust, Windows-based environment.

### • Easy Remote Connection –

Users can log in from any PC, terminal or remote device – whether they’re across the facility, across town or across the world.

### • User Flexibility –

Licenses are not tied to specific PCs, which means as users log off, other users are free to log on.

### • IT Friendly Solution –

A browser-based, client-interface means higher security and low maintenance.

### • Industry-standard Technology –

iParcProfessional is built on a new generation of proven computing and networking technologies, and offers a clear upgrade path. Bottom line: you can have confidence in your investment.

REPRESENTED BY:

# AMANO McGANN®

Corporate Headquarters 651 Taft Street NE, Minneapolis, MN 55413  
Tel: (612) 331-2020 [www.amanomcgann.com](http://www.amanomcgann.com)

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL. FAILURE TO INCLUDE THIS FORM  
SHALL RESULT IN REJECTION OF YOUR PROPOSAL**

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

Please complete the following by checking the appropriate line that applies and providing the requested information.  
**PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. ☒ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is 5136247-6.

B. ☐ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. ☐ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.**

WestDulles Station, LLC  
Legal Name of Company (as listed on W-9)

WestDulles Station, LLC  
Legal Name of Bidder/Offeror

10/24/2013  
Date

[Signature]  
Authorized Signature

ERIC R. WEWS, MANAGER  
Print or Type Name and Title

Loudoun County Parking Garages  
Solicitation C-1932 Page 41 of 41



Loudoun County, Virginia

Department of Management and Financial Services  
Division of Procurement, MSC #41C  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

October 11, 2013

NOTICE TO OFFERORS

ADDENDUM NO. 1

C-1932

The following changes and/or additions shall be made to the original Solicitation For Proposal No. C-1932, Loudoun County Parking Garages. Please acknowledge receipt of this addendum by signing and returning with your proposal.

1. Attached are questions and answers from the Pre-proposal conference held on September 23, 2013 and answers to other questions received.

Prepared By: s/Donald R. Legg Date: 10/11/13

Donald R. Legg, CPPO  
Purchasing Agent

Acknowledged By: [Signature] Date: 10/24/13



Loudoun County, Virginia

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Department of Management and Financial Services  
 Division of Procurement, MSC #41C  
 1 Harrison Street, SE, 4<sup>th</sup> Floor  
 Leesburg, Virginia 20175

October 18, 2013

## NOTICE TO OFFERORS

### ADDENDUM NO. 2

#### C-1932

The following changes and/or additions shall be made to the original Solicitation For Proposal No. C-1932, Loudoun County Parking Garages. Please acknowledge receipt of this addendum by signing and returning with your proposal.

The following two questions have been received and are answered below:

1. Please explain the methodology by which Real Estate Taxes will be calculated for the Garages? Note this is a question that was partially answered in addendum #1.

A. Unless there is an exemption, the methodology used will be “assessed value times the tax rate”. However, an exemption may exist under the Code of Virginia thereby making the properties exempt for real estate tax.

2. The Cover of the RFP requests One (1) original, ten (10) Copies and One (1) Electronic PDF Submission while Page 22 of the RFP Requests ten (10) total Copies, one of which bearing original signatures, One (1) Electronic PDF Submission and a redacted version in one (1) hard copy and one (1) Electronic PDF.

Can you please clarify the total amount of hard copies including the original? Is a redacted version required and if so what do you envision it should look like?

A. Page 22 is correct. Offerors submitting Proposals to the County are required to deliver ten (10) identical hard copies, one of which must bear original signatures and one electronic copy (a “.pdf” file in the most current version of Adobe Acrobat) on CD-ROM, of their Proposal for all Volumes. In addition, Offerors shall submit one redacted hard copy and one electronic copy (a “.pdf” file in the most current version of Adobe Acrobat) of their Proposal. The redacted version shall only contain information from the original proposal the offeror deems non-proprietary.



Prepared By: s/Donald R. Legg Date: October 18, 2013

Acknowledged By:  Manager Date: 10/24/13



Loudoun County, Virginia

Department of Management and Financial Services  
Division of Procurement, MSC #41C  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

October 29, 2013

## NOTICE TO OFFERORS

### ADDENDUM NO. 3

#### C-1932

The following clarification/addition is made to the original Solicitation For Proposal No. C-1932, Loudoun County Parking Garages. Please acknowledge receipt of this addendum by signing and returning with your proposal.

The following inquiry has been made and answered below:

1. Is the Route 772 North submission limited to the 100% PE location and if so isn't this an unduly restrictive requirement and a solicitation defect?


Responses are not limited to the 100% PE location. Section 3.3, page 12 of the Solicitation (second bullet) provides that "the parking garage shall be built in accordance with the 100% Preliminary Engineering design, or an alternative design that provides the same number of parking stalls and other components included in the 100% Preliminary Engineering design in a more efficient or desirable way that places the garage in a location proximate to the Route 772 Metrorail Station north entrance." The wording "proximate to the Route 772 Metrorail Station north entrance" allows consideration of alternative locations.

Further, Section 3.3, Page 13 of the Solicitation (first bullet) provides that "Proposals for the Route 772 North parking garage shall not be based on the assumption that the County will control any site or property for its development". Existing proffered commitments for the 100 % Preliminary Engineering location for the Route 772 North parking garage are subject to phased timing mechanisms and other conditions that may affect the delivery of the subject property, and the Solicitation clearly allows for alternative site to be considered.

For any site proposed by a responding party, including an alternative to the 100% Preliminary Engineering location, that party must demonstrate its ability to control the site. Such control can be demonstrated in the form of an option to purchase agreement,

a contract to purchase, a purchase and sale agreement, or another binding agreement or deed demonstrating proof of ownership. At this time and as part of this solicitation the County has not determined to use, its condemnation authority to acquire a site.

Prepared By: s/Donald R. Legg Date: October 29, 2013

Acknowledged By:  Manager Date: October 29, 2013