

Danville-Pittsylvania Regional Industrial Facility Authority

**City of Danville, Virginia
County of Pittsylvania, Virginia**

AGENDA

REVISED

November 9, 2020

12:00 P.M.

**Institute for Advanced Learning and Research
150 Slayton Avenue, Room 207
Danville, Virginia**

County of Pittsylvania Members

**Robert W. Warren, Chairman
Ronald S. Searce
Vic Ingram, Alternate**

City of Danville Members

**J. Lee Vogler, Jr., Vice Chairman
Sherman M. Saunders
Dr. Gary P. Miller, Alternate**

Staff

**Ken F. Larking, City Manager, Danville
David M. Smitherman, Pittsylvania County Administrator
Christian & Barton, LLP, Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer**

Danville-Pittsylvania Regional Industrial Facility Authority

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT PERIOD

Members of the public who desire to comment on a specific agenda item will be heard during this period. The Chairman/Vice Chairman of the Authority may restrict the number of speakers. Each speaker shall be limited to a total of three minutes for comments. *[Please note that the public comment period is not a question-and-answer session between the public and the Authority]*

4. APPROVAL OF MINUTES OF THE OCTOBER 13, 2020 MEETING

5. NEW BUSINESS

- A. Consideration of Resolution 2020-11-09-5A, approving the execution and delivery of a Triple Net Ground Lease with the Institute for Advanced Learning and Research, a political subdivision of the Commonwealth of Virginia, where funding for the construction and management of the Center for Manufacturing Advancement will be provided by either the Virginia Public Building Authority or the Virginia College Building Authority, on Lot 12B of the Authority's Cyber Park Project (part of PIN 76441), located in the City of Danville, Virginia, under which the lessee, at its expense, would cause to be installed an approximately 51,000 square feet building and related parking lot and driveway - Michael C. Guanzon, Christian & Barton, LLP, legal counsel to the Authority.
- B. Consideration of Resolution 2020-11-09-5B, approving Change Order 6 to the Phase I Sanitary Sewer Project Work by Haymes Brothers, Inc., a Virginia Corporation, originally approved under Resolution No. 2018-03-12-5A, including completion of the sewer force main along Berry Hill Road, in the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, increasing the contract price by \$1,889,962.00 – Brian K. Bradner, P.E., Vice President and Shawn R. Harden, P.E., Senior Associate, Dewberry Engineers Inc.
- C. Consideration of Resolution No. 2020-11-09-5C, selection of Legal Counsel (tabled from October 13, 2020 meeting as Agenda Item 7A) *[No written resolution.]* – Ken Larking, City Manager, Danville, and David Smitherman, Pittsylvania County Administrator.
- D. Financial Status Reports as of October 31, 2020 – Michael L. Adkins, CPA, Treasurer of the Authority, and Henrietta Weaver, CPA, City of Danville, Virginia *[via Conference Line: +1 (646) 558-8656 and Meeting ID: 95799273578]*

6. CLOSED SESSION

[During the closed session, all matters discussed shall involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.]

Danville-Pittsylvania Regional Industrial Facility Authority

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and
- C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and
- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

RETURN TO OPEN SESSION

- E. Reinstatement/Unmuting of Conference Line [*see Agenda Item 5D above*].
- F. Confirmation of Motion and Vote to Reconvene in Open Meeting.
- G. Motion to Certify Closed Meeting.

7. NEW BUSINESS CONTINUED

- A. Consideration of Resolution No. 2020-11-09-7A, approving the submission of three applications to register federal trademark registrations being used in connection with the Authority's Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, for a fee of \$225 per application [*no written resolution*] – Mr. Guanzon

Danville-Pittsylvania Regional Industrial Facility Authority

8. COMMUNICATIONS FROM:

A. Authority Board Members

B. Staff

- Update on Morgan Olsen Way - Matthew Rowe, Pittsylvania County Director of Economic Development.
- Update on MVP – Mr. Rowe

9. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	11/09/2020
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's approval are the Meeting Minutes from the Monday, October 13, 2020 Meeting.

ATTACHMENTS

Meeting Minutes – 10/13/2020

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

October 13, 2020

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:05 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 207, Danville, Virginia. Present were City of Danville Members Vice Chairman J. Lee Vogler, Jr., Sherman M. Saunders and Alternate Dr. Gary P. Miller. Pittsylvania County Members present were Chairman Robert W. Warren, Ronald S. Searce, and Alternate Vic Ingram. *Dr. Miller entered the meeting at 12:08 p.m.*

City/County staff members attending were: City Manager Ken Larking, Deputy City Manager Earl Reynolds, Pittsylvania County Administrator David Smitherman, City of Danville Director of Economic Development Corrie Bobe, Pittsylvania County Director of Economic Development Matt Rowe, Christian & Barton Attorney Michael C. Guanzon, and Secretary to the Authority Susan DeMasi. Also present were Shawn Harden and Brian Bradner from Dewberry. *City of Danville Director of Finance Michael Adkins, Accountant Henrietta Weaver, and Program Manager Kelvin Perry, and Pittsylvania County Project Manager Susan McCullough, attended the meeting electronically.*

Chairman Robert W. Warren presided.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

APPROVAL OF MINUTES OF THE SEPTEMBER 14, 2020 MEETING

Upon **Motion** by Mr. Saunders and **second** by Mr. Searce, Minutes of the September 14, 2020 Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. FINANCIAL STATUS REPORTS AS OF SEPTEMBER 30, 2020

City of Danville Director of Finance Michael Adkins gave the Financial Status report as of September 30, 2020, beginning with the Cane Creek Bonds which showed no expenditures for the month of September. General Expenditures for FY 2021 show RIFA paid \$2,000 to the Virginia Department of Treasury for the application process for Morgan Olsen Way, transferring that road over to VDOT for maintenance; those were fees related to that paperwork. RIFA also paid \$258 for meals and \$31 for monthly utilities. Funding Other than Bonds for Berry Hill, RIFA expended \$85,525 to Dewberry for continued work under Amendment #27 and #29. Lot 4 and Lot 8 Site Development showed no activity for September. Water and Sewer show RIFA expended \$177,261 to Haymes Brothers for continued work on Sanitary Sewer Phase 1. Under Rent, Interest and Other Income, RIFA received \$25,412 from the Institute related to the Hawkins Building rent, the checking account earned \$77 in interest, and RIFA also received \$1,057 from Pittsylvania County for their share of monthly rent for Gefertec. RIFA paid \$25,412 to the Institute for the Hawkins' maintenance and \$2,115 to the Institute for Gefertec rent.

Mr. Saunders **moved** to accept the Financial Report as presented. The Motion was **seconded** by Mr. Searce and carried by the following vote:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

October 13, 2020

VOTE: 4-0
AYE: Warren, Searce, Saunders, Vogler (4)
NAY: None (0)

6. CLOSED SESSION

[During the closed session, all matters discussed shall involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.]

At 12:09 p.m. Mr. Searce **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2- 3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and
- C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and
- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

The Motion was **seconded** by Mr. Vogler and carried by the following vote:

VOTE: 4-0
AYE: Warren, Searce, Saunders, Vogler (4)
NAY: None (0)

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

October 13, 2020

Return to Open Session - Reinstatement/Unmuting of Conference Line.

On **Motion** by Mr. Searce and **second** by Mr. Vogler and by unanimous vote at 1:12 p.m., the Authority returned to open meeting.

Mr. Searce **moved** for adoption of the following Resolution:

WHEREAS, the Authority convened in Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Freedom of Information Act; and

WHEREAS, Section 2.2-3711 of the Code of Virginia, 1950, as amended, requires a Certification by the Authority that such Closed Meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Authority hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted by the open meeting requirements of Virginia Law were discussed in the Closed Meeting to which this Certification Resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed, or considered by the Authority.

The Motion was **seconded** by Mr. Vogler and carried by the following vote:

VOTE: 4-0
AYE: Warren, Searce, Saunders, Vogler (4)
NAY: None (0)

Dr. Miller left the meeting at 1:12 p.m.

NEW BUSINESS CONTINUED

7A. CONSIDERATION OF RESOLUTION NO. 2020-09-13-7A SELECTION OF GENERAL LEGAL COUNSEL

Mr. Vogler **moved** that Agenda Item 7A - *Consideration of Resolution No. 2020-09-13-7A, selection of legal counsel*, be **TABLED**.

The Motion was **seconded** by Mr. Searce and carried by the following vote:

VOTE: 4-0
AYE: Warren, Searce, Saunders, Vogler (4)
NAY: None (0)

COMMUNICATIONS

Mr. Warren complimented staff on doing an outstanding job and thanked them for the work they were doing.

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

October 13, 2020

Meeting adjourned at 1:15 p.m.

APPROVED:

Chairman

Secretary to the Authority

DRAFT

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5A
Meeting Date:	11/09/2020
Subject:	Resolution 2020-11-09-5A
From:	Michael C. Guanzon, Legal Counsel to the Authority

SUMMARY

Attached for the Board's approval is Resolution 2020-11-09-5A approving the execution and delivery of a Triple Net Ground Lease with the Institute for Advanced Learning and Research.

ATTACHMENTS

Resolution
Ground Lease

A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A TRIPLE NET GROUND LEASE WITH THE INSTITUTE FOR ADVANCED LEARNING AND RESEARCH, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, WHERE FUNDING FOR THE CONSTRUCTION AND MANAGEMENT OF THE CENTER FOR MANUFACTURING ADVANCEMENT WILL BE PROVIDED BY EITHER THE VIRGINIA PUBLIC BUILDING AUTHORITY OR THE VIRGINIA COLLEGE BUILDING AUTHORITY, ON LOT 12B OF THE AUTHORITY'S CYBER PARK PROJECT (PART OF PIN 76441), LOCATED IN THE CITY OF DANVILLE, VIRGINIA, UNDER WHICH THE LESSEE, AT ITS EXPENSE, WOULD CAUSE TO BE INSTALLED AN APPROXIMATELY 51,000 SQUARE FEET BUILDING AND RELATED PARKING LOT AND DRIVEWAY

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the "**Authority**") is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, the Authority, the County of Pittsylvania, Virginia (the "**County**"), and the City of Danville, Virginia (the "**City**"), in order to stimulate economic growth and development of the community by creating jobs and infrastructure have agreed to provide incentives to new and expanding businesses which conduct industrial activity; and

WHEREAS, the Authority, in further development of its Cyber Park project ("**Cyber Park**") located in the City, and the Institute for Advanced Learning and Research ("**IALR**"), a political subdivision of the Commonwealth of Virginia, desires to establish the Center for Manufacturing Advance (the "**CMA**"), on Lot 12B (part of PIN 76441) ("**Lot 12B**") in the Cyber Park, that will provide rapid-launch spaces for advanced manufacturers seeking to establish operations in the Southern Virginia region; and

WHEREAS, the Authority desires to enter into a ground lease (the "**Ground Lease**") with IALR as lessee, substantially in the form attached hereto as **Exhibit A**, incorporated herein by this reference, under the following minimum business terms:

- (i) IALR shall cause the construction of an approximately 51,000 square feet building for the CMA on Lot 12B, where funding will come from the proceeds of bonds to be issued by either the Virginia Public Building Authority or the Virginia College Building Authority; and
- (ii) the term shall be for sixty-five (65) years, pursuant to New Market Tax Credit requirements, with automatic five (5) year renewal periods thereafter; provided, however, that term shall automatically adjust should IALR cease to be the lessee under the Ground Lease; and
- (iii) the rent shall be One Hundred and 00/100 Dollars (\$100.00) per year; provided, however, that the rent shall automatically adjust should IALR cease to be the lessee under the Ground Lease; and

Resolution No. 2020-11-09-5A

- (iv) the Ground Lease shall be a triple net lease, where IALR shall be responsible for all real estate taxes, insurance, and maintenance and/or utilities; and
- (v) IALR shall be responsible for the construction and maintenance of the related parking lot and driveway for access to Lot 12B, where such maintenance requirement is subject to a road maintenance agreement with any future occupants of the surrounding Cyber Park lots who will use such driveway, as more specifically described in the Ground Lease.

; and

WHEREAS, each of the Authority, the County and the City finds that the provisions of the Ground Lease and the commitments of IALR will promote the expansion of industry by inducing industrial development within the Cyber Park project, and that such development will promote the safety, health, welfare, convenience and prosperity of the citizens of the County and the City; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of the City and the County, and in furtherance of the development of the Cyber Park project, for the Authority to approve, to execute and to deliver the Ground Lease, as applicable, consistent with this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

1. The Authority hereby authorizes and approves the execution and delivery of the Ground Lease as described in this Resolution and as more particularly set forth in **Exhibit A**, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the Authority, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Ground Lease and all other related documents to consummate the transaction on behalf of the Authority, such execution of the Ground Lease and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any amendments, deletions or additions thereto.

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Ground Lease, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Ground Lease, and the matters contemplated therein or related thereto on before the date of this Resolution is adopted.

4. This Resolution shall take effect immediately upon its adoption.

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on November 9, 2020, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 9th day of November 2020.

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

GROUND LEASE

THIS GROUND LEASE (“Lease”) is made and entered into as of the ____ day of _____, 2020, by and between **THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“**RIFA**”), and **THE INSTITUTE FOR ADVANCED LEARNING AND RESEARCH**, a political subdivision of the Commonwealth of Virginia (“**IALR**”).

WHEREAS, IALR expects to receive funding from the proceeds of bonds to be issued by either the Virginia Public Building Authority (“**VPBA**”) or the Virginia College Building Authority (“**VCBA**”) for the construction and management of the Center for Manufacturing Advancement (“**CMA**”) that will provide “rapid-launch” spaces for advanced manufacturers seeking to establish operations in the Southern Virginia region; and

WHEREAS, IALR will seek additional funding for the CMA in the form of grants or loans from third parties; and

WHEREAS, the CMA will be located in RIFA’s Cyber Park project (the “**Cyber Park**”) located in the City of Danville, Virginia (the “**City**”), on Lot 12B of the Cyber Park, consisting of 19.137 acres, being a portion of PIN 76441, as shown on that Plat Showing a Subdivision of River View Industrial Park Lots 12B, 12C, and 12D, Currently Known as Cyber Park, prepared by Dewberry Engineers Inc., dated December 12, 2019, and revised on October 21, 2020, and recorded in the Clerk’s Office of the Circuit Court of Danville, Virginia, as Instrument No. _____, which lot is owned by RIFA (“**RIFA Land**”); and

WHEREAS, the RIFA Land is subject to those certain Restrictive Covenants for the Cyber Park dated September 17, 2004 (adopted September 20, 2004), recorded in the Clerk’s Office of the Circuit Court of Danville, Virginia, as Instrument No. 05-1671, as the same may be amended from time to time as set forth therein (the “**Restrictive Covenants**”); and

WHEREAS, RIFA is in general support of the construction of the CMA upon the RIFA Land, on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, covenants, and agreements contained herein, One Hundred and 00/100 Dollars (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RIFA and IALR mutually covenant and agree as follows:

1. Term. The initial term of this Lease shall be sixty-five (65) years (the “**Initial Term**”). After the Initial Term, this Lease shall automatically renew for successive five (5) year periods (each, a “**Renewal Term**”). The Initial Term and any Renewal Term shall collectively be referred to as the “**Term**”. RIFA represents that it has all requisite power and authority to enter into this Lease and to carry out its obligations hereunder. IALR represents that it has all requisite

power and authority to enter into this Lease and to carry out its obligations hereunder.

2. The Demised Area. The “**Demised Area**” shall mean the RIFA Land, as more particularly described in Schedule 2, including the plat attached thereto and incorporated therein by reference (the “**Demised Area Plat**”).
3. Rental. During the Term, IALR will pay to RIFA as annual rental the sum of One Hundred and 00/100 Dollars (\$100.00) (the “**Rent**”). IALR will pay additional rent in the form of costs associated with the maintenance, repair, and replacement, as necessary, of the RIFA Land and the improvements thereon. During the Term, IALR (or its Licensees) shall be responsible for all real estate taxes assessed against the Demised Area and the improvements or appurtenances thereto belonging (the “**Real Estate Taxes**”). In the event that such taxes are not charged on any portion of the Demised Area or any of the improvements at one hundred percent (100%) because of RIFA's or IALR's status as a political subdivision or otherwise, IALR shall pay to RIFA, as additional rent, a sum equal to all Real Estate Taxes which would have come due, had IALR or its Licensees, instead of RIFA, owned the Demised Area and any building or improvements thereon, less the amount of Real Estate Taxes charged and payable by IALR or its Licensees.
4. Use of the Demised Area. The Demised Area will be used and occupied by IALR (or its authorized subtenant(s) or licensee(s) (each, a “**Licensee**” and collectively, “**Licensees**”)) for an advanced manufacturing rapid launch and demonstration facility. The use of the Demised Area also will be consistent with (i) all applicable zoning ordinances of the City, and (ii) the conditions and requirements of the Restrictive Covenants. IALR represents that it is aware of and is familiar with such conditions and requirements, all of which are incorporated herein by this reference.
5. Utilities. IALR will pay or cause to be paid, on a timely basis, directly to the provider thereof, all costs and charges for electricity, gas, sewer, heat, water, and all other utilities to the extent used by IALR (or its authorized subtenant(s) or Licensees) on the Demised Area, and all taxes or charges imposed by the City or any other governmental or quasi-governmental units on such utility services which are used on or attributable to the Demised Area during the Term, including but limited to the terms and conditions pursuant to that certain Waste Water Management Agreement (the “**Water Agreement**”) attached hereto as Schedule 5, and incorporated herein by this reference. Prior to the occupancy of the CMA building, IALR shall execute or join in the Water Agreement.
6. Authority to Construct CMA Building, Parking Lot, and Driveway.
 - a. IALR will be authorized during the Term to construct or to have constructed the CMA building, a parking lot for use by the CMA

building's owners, occupants, lessees, invitees, and Licensees, and a driveway extending from Slayton Avenue to the building's parking lot on the Demised Area, all at IALR's expense, as IALR deems appropriate. Construction of the CMA building and related parking lot and driveway will be performed and completed substantially in accordance with the plans and specifications attached hereto as **Schedule 6** and incorporated herein by this reference (the "**Plans and Specifications**"), provided, IALR may reduce the size and scope of the CMA building and parking lot as it deems necessary so that the reasonably anticipated cost of the CMA building and related parking lot and driveway will be equal to or less than the amount of available funds. The driveway will be constructed within the 60' proposed access easement shown on the Demised Area Plat attached to **Schedule 2**. For clarity, IALR will have no obligation to construct the CMA building and related parking lot and driveway unless the project is funded by the VPBA or VCBA and IALR obtains supplemental financing it deems necessary for the project in its sole discretion. However, if such project or funding therefor is not completed within four (4) years after the date of this Lease, RIFA shall have the right to terminate this Lease upon giving at least one hundred twenty (120) days' written notice to IALR. Construction of the CMA building will be performed and completed in accordance with all applicable building code requirements, the conditions and requirements of the Restrictive Covenants, the requirements of any applicable zoning codes or ordinances, and if applicable, the requirements of the Americans with Disabilities Act. IALR will timely pay for all construction and will keep the Demised Area free from mechanics', materialmen's, and/or other laborers' liens as a result of any construction performed by or on behalf of IALR on any portion of the Demised Area in connection with the construction of the CMA building and related parking lot and driveway, during the Term. In the event that any such lien is filed against any portion of the Demised Area in connection with the construction of the CMA building and related parking lot and driveway, IALR will, within thirty (30) days after receipt by IALR of notice of such lien, either (a) pay to such lien claimant such sums as are necessary to release such lien in full, or (b) if IALR desires to contest all or any portion of such lien, either: (i) post bond before the Danville Circuit Court sufficient to release such lien of record, or (ii) obtain a bond from a bank or insurance company reasonably acceptable to RIFA. IALR will cause all work performed in the construction on any portion of the Demised Area in connection with the construction of the CMA building and related parking lot and driveway, to be performed in a good and workmanlike manner, in conformity with all applicable requirements of law. All improvements constructed on, located on, or affixed to the Demised Area which are constructed or caused to be constructed by or on behalf of IALR during the Term will be owned by IALR. RIFA, at IALR's expense, will reasonably cooperate with IALR in

obtaining all permits needed to develop, construct and operate any such improvements on the Demised Area. IALR will have the right to make alterations to the initial improvements on the Demised Area during the Term and to construct new structures on the Demised Area as it deems appropriate, provided that all such alterations and improvements conform to the same requirements and conditions set forth herein with respect to the initial construction. At the end of the Term, IALR shall have the right to leave or remove, at IALR's expense, all such improvements and alterations constituting equipment, fixtures, machinery, and all other personal property; provided, however, IALR, at its expense, shall promptly repair all damages to the Demised Area as a result of such removal.

- b. The driveway will be available for use by the owners, occupants, lessees, invitees, and licensees of Lot 12C, as may be subdivided, as shown on the Demised Area Plat. This use will be provided through an access easement that will be recorded in the Clerk's Office of the Circuit Court of Danville, Virginia; provided, however, that use of the easement will be conditioned upon the occupants of Lot 12C executing an agreement in a form reasonably acceptable to IALR and RIFA whereby the occupants of Lot 12C agree to share with IALR the cost of maintaining and repairing the driveway as provided herein, which agreement will run with the land and apply to future occupants of Lot 12C. IALR and occupants of Lots 12C will share driveway maintenance and repair costs based on the occupants' proportional share of the total square feet of all improvements on Lots 12B and 12C; provided, however, that the proportional share shall be adjusted if any occupant has a more intensive permanent use of the driveway, such as tractor-trailers other than construction of improvements to such lots. The occupants shall negotiate in good faith any adjustments of each occupant's proportional share under the foregoing sentence; provided, however, any dispute shall be resolved by RIFA in its sole discretion. RIFA may elect to dedicate the driveway to the City, with the City's consent. If the driveway is dedicated to the City, the driveway shall be automatically deleted from the Demised Area under this Lease and IALR shall be relieved of any maintenance and repair responsibilities for the driveway/roadway under this Lease.

- 7. General Indemnification. Except for any claims resulting from the negligent acts of RIFA or its employees and agents (collectively, or individually, a "**RIFA Protected Party**"), IALR will, to the maximum extent allowable by law and without waiving sovereign immunity, indemnify and hold harmless RIFA, its directors, employees, independent contractors and agents, from any and all suits, actions, damages, claims, judgments, costs, liabilities, and expenses in connection with loss of life, bodily or personal injury, or property damage arising from or out of (a) any occurrence in, upon, or from the Demised Area or any improvements thereon, other than the 60' access easement provided there are occupants on Lot

12C of the Cyber Park, regardless of the person or entity alleged to be responsible for such damage or injury; (b) the use by IALR of the Demised Area occasioned in whole or in part by any act or omission by IALR, its agents, contractors, employees, servants, invitees, licensees, or subtenants; or (c) any action, activity, or use by IALR of any portion of the Demised Area, occasioned in whole or in part by any act or omission by IALR, its agents, contractors, employees, servants, invitees, licensees, or subtenants. For clarity, if there are occupants of Lot 12C of the Cyber Park, then IALR will not have any indemnification obligation arising from the use of the access easement unless the claim arises from an act or omission of IALR, its agents, contractors, employees, servants, invitees, licensees, or subtenants. IALR will agree to give prompt notice to RIFA in case of any fire or acts of God on the Demised Area, or any claims by third parties concerning defects in the Demised Area, or any fixtures or equipment located thereon. If any RIFA Protected Party is made a party to any litigation for which indemnification by IALR is required under this Lease, then IALR will pay all costs, expenses, and reasonable attorneys' fees which may be incurred by such RIFA Protected Party as a result of such litigation; provided, however, that should IALR, at its expense or at the expense of any insurance carrier, provide counsel for such RIFA Protected Party reasonably acceptable to such RIFA Protected Party or its insurer for such claim, then any additional counsel employed by such RIFA Protected Party in such claim will be solely at the expense of such RIFA Protected Party. IALR agrees to promptly notify RIFA of any claim, action, proceeding, or suit instituted or threatened in writing against IALR or RIFA, for which IALR has received written notice, with respect to or arising out of the Demised Area.

8. Casualty Insurance. Prior to IALR or its authorized subtenant's taking occupancy, IALR, at IALR's sole expense, will maintain throughout the Term, fire and extended coverage insurance covering all improvements on the Demised Area, in an amount equal to the replacement costs of all such improvements on the Demised Area. Such insurance will be maintained with an insurer licensed to issue such insurance in the Commonwealth of Virginia, and such insurance will name both IALR and RIFA as insureds thereunder ("**Casualty Insurance**"). Upon reasonable request prior to taking occupancy, IALR will provide to RIFA a certificate of insurance evidencing that such Casualty Insurance is in full force and effect. Any such Casualty Insurance policy will also provide that such Casualty Insurance will not be cancelled or the coverage thereunder modified before the expiration of thirty (30) days after notice of such termination, cancellation, or modification is sent by such Casualty Insurance carrier to RIFA. In the event of any termination of such Casualty Insurance coverage, prior to the effective date of such termination, IALR will obtain a substitute Casualty Insurance policy so that coverage is continuous throughout the Term. IALR will, upon reasonable request by RIFA, provide to RIFA a certificate of insurance verifying that the required Casualty Insurance remains in full force and effect. In the event of a fire or other casualty which damages or destroys any improvements on the Demised Area, the proceeds of the Casualty Insurance will be utilized by IALR to diligently pursue

the prompt repair, restoration or reconstruction, as the case may be, such improvements, unless otherwise consented by RIFA, which consent will not be unreasonably withheld, conditioned, or delayed.

9. Liability Insurance. Throughout the Term, IALR will maintain comprehensive general liability insurance, at IALR's sole expense, covering all conditions and operations on or upon the Demised Area, with minimum coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, or such other lesser amount as is acceptable to RIFA ("**Liability Insurance**"). Such Liability Insurance will be provided by an insurance carrier licensed to issue such coverage in the Commonwealth of Virginia and will name both IALR and RIFA as insureds thereunder. Upon reasonable request prior to taking occupancy, IALR will provide to RIFA a certificate of insurance evidencing that such Liability Insurance is in full force and effect. Any such Liability Insurance policy will also provide that such Liability Insurance will not be cancelled or the coverage thereunder modified before the expiration of thirty (30) days after notice of such termination, cancellation, or modification is sent by such Liability Insurance carrier to RIFA. In the event of any termination of such Liability Insurance coverage, prior to the effective date of such termination, IALR will obtain a substitute Liability Insurance policy so that coverage is continuous throughout the Term. IALR will, upon reasonable request by RIFA, provide to RIFA a certificate of insurance verifying that the required Liability Insurance remains in full force and effect.
10. Builder's Risk Insurance. At any time during the Term that IALR, its contractors, or agents are performing any new construction, excluding customary ordinary maintenance and repairs, major repairs, minor modifications, and landscaping, on any portion of the Demised Area in connection with the construction of the CMA building and related parking lot and driveway, then, in addition to the Casualty Insurance otherwise required by this Lease, IALR will provide (directly or through its contractors) builder's risk insurance in the minimum amount of the costs of such construction, which builder's risk insurance will name IALR and RIFA as insureds thereunder; and at the written request of RIFA, IALR will provide reasonable evidence that such coverage is in full force and effect during such construction periods.
11. Destruction. In the event of any fire or other casualty causing damage to any improvements on the Demised Area, such damage or destruction will not result in a termination of this Lease and this Lease will remain in full force and effect.
12. Maintenance. As consideration for the terms of this Lease, IALR agrees, at its expense, to maintain throughout the Term the CMA building, parking lot, driveway, landscaped areas, and all other improvements located on the Demised Area in the manner hereafter set forth in this Section; provided, however, that IALR's obligation to maintain (including without limitation, if necessary, repave)

the driveway shall be limited as set forth in Section 6(b). The parties understand and agree that RIFA will have no maintenance responsibilities whatsoever, with respect to the CMA building, parking lot, driveway, landscaped areas, or any other improvements located on the Demised Area, and all such maintenance will be solely at IALR's expense, subject to the provisions of Section 6(b). With respect to the Demised Area, IALR agrees to maintain throughout the Term the driveway, parking lot, landscaped areas, and all improvements on the Demised Area, including both the interior and exterior thereof, and all plumbing, heating, air conditioning, and electrical systems, in good operating condition. Within thirty (30) days after the issuance of a temporary or permanent Certificate of Occupancy for the initial construction, IALR will have provided to RIFA one copy of all drawings, written specifications, warranty documentation, and any other available documents relating to the CMA building construction, including but not limited to all plumbing, heating, air conditioning, and electrical systems.

13. Collateral Assignments and Leasehold Mortgages.

- a. No Prohibition. For the purposes of this Section, neither the assignment of IALR's interest to an institutional lender as collateral security (the "**Collateral Assignment**") nor the making of a Leasehold Mortgage (as hereinafter defined) will be deemed to constitute an assignment or transfer of this Lease or the subletting of the leasehold estate hereby created, nor will any Collateral Assignee (as hereinafter defined) or Leasehold Mortgagee (as hereinafter defined), as such, be deemed an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such Collateral Assignee or Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of IALR to be performed hereunder, but the assignee or purchaser at any sale of this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, neither of which will require the consent of RIFA, will be deemed to be an assignee or transferee within the meaning of this Section and will be deemed to have assumed the performance of all of the post-assignment or post-purchase terms, covenants and conditions on the part of IALR to be performed hereunder. All obligations of IALR under this Lease accruing before such assignment or purchase shall remain those of IALR.
- b. Loan Obtained by IALR. IALR, at its option, will have the unlimited and unrestricted right, at any time and from time to time, at IALR's own expense, to negotiate and obtain a loan or loans which will be secured by an assignment or a mortgage of all or any part of IALR's interest in this Lease (including IALR's interest in any improvements or fixtures constructed on the Demised Area and any equipment or other personal property owned, leased or otherwise used by IALR in connection with the

CMA building). Upon written request, RIFA will promptly execute and deliver to IALR (a) an attornment and non-disturbance agreement in the form reasonably requested by IALR's lender for the benefit of IALR and any permitted/authorized Licensees of IALR, and (b) a waiver of RIFA's landlord and related liens in respect of any trade fixtures, other fixtures and personal property of IALR. Unless otherwise agreed to by RIFA in writing, any such loan shall be subordinate to this Lease, and RIFA shall have no obligation to subordinate this Lease and/or its rights hereunder and in the Demised Area to any such loan or to any lender in connection with any such loan. Notwithstanding the provisions of this Section 13(b), if the Demised Area shall be foreclosed on by any such lender of IALR, the Rent will automatically adjust to the then current fair market value for similar buildings with the same or similar use, and the Term will automatically adjust to a month-to-month term. Fair market value shall be determined by a qualified appraiser selected by RIFA and a copy of the written appraisal shall be provided to IALR's successor in interest to this Lease ("**IALR Successor**"). Within fifteen (15) days after the written appraisal is given, IALR Successor shall have the right to reject the new Rent calculation by giving written notice to RIFA, in which event, this Lease shall automatically terminate thirty (30) days after such notice is given by IALR Successor. However, IALR Successor may avail itself of Section 13(e) below.

- c. Notice to RIFA of Collateral Assignment or Leasehold Mortgage. Upon any Collateral Assignment or the placing of a Leasehold Mortgage, IALR will notify RIFA thereof, and of the address of the assignee of IALR's interest in the Lease (the "**Collateral Assignee**") or the holder of the Leasehold Mortgage (the "**Leasehold Mortgagee**"), as the case may be, to which notices will be sent. So long as a Collateral Assignment or a Leasehold Mortgage is in effect, then (i) no alteration, amendment or modification of this Lease will be effective without the prior written consent of such Collateral Assignee or Leasehold Mortgagee, (ii) no termination of this Lease by IALR, other than from default by IALR, will be effective without the prior written consent of the Collateral Assignee or Leasehold Mortgagee, and (iii) RIFA will not accept a surrender of the Demised Area or a cancellation of this Lease from IALR prior to the expiration or termination of this Lease without the prior written consent of the Collateral Assignee or Leasehold Mortgagee.
- d. Notice by RIFA to Collateral Assignee or Leasehold Mortgagee. When giving notice to IALR with respect to any default of IALR in accordance with the terms and provisions hereof, RIFA will also serve a copy of such notice upon each Collateral Assignee or Leasehold Mortgagee (of whose existence RIFA has been notified in writing by IALR), and no such notice to IALR will be effective unless and until a copy of such notice is given to

the Collateral Assignee or Leasehold Mortgagee in the manner described in this Lease at the address for such Collateral Assignee or Leasehold Mortgagee last given in writing to RIFA. Each Collateral Assignee or Leasehold Mortgagee will have the same period after the giving of said notice to such Collateral Assignee or Leasehold Mortgagee for remedying the defaults or causing the same to be remedied as is given IALR after notice to IALR. Upon the occurrence of any default by IALR and the giving of the notice and the passage of any applicable cure period without such default having been cured, Collateral Assignee or Leasehold Mortgagee will have the right to cure such default, whether the same consists of failure to pay the rental or failure to make any other payment or to perform any other matter or thing which IALR is hereby required to do or perform, and RIFA will accept such performance on the part of the Collateral Assignee or Leasehold Mortgagee as though the same had been done or performed by IALR. In the case of any default by IALR, other than in the payment of money hereunder, RIFA will take no action to effect a termination of this Lease without first giving to the Collateral Assignee or Leasehold Mortgagee thirty (30) days within which either (i) to obtain possession of the Demised Area (including possession of a receiver) and cure such default in the case of a default which is susceptible of being cured when the Collateral Assignee or Leasehold Mortgagee has obtained possession, or (ii) to institute foreclosure proceedings and complete such foreclosure, or otherwise acquire IALR's interest under this Lease, with diligence and continuity in the case of a default which is not susceptible of being cured by the Collateral Assignee or Leasehold Mortgagee; provided, however, that the Collateral Assignee or Leasehold Mortgagee will not be required to continue such possession or continue such foreclosure proceedings if the default which will have been the reason for effecting a termination of this Lease will preclude RIFA from exercising any rights and remedies under this Lease with respect to any other default by IALR during any period of such forbearance, subject to the provisions hereof. Any Collateral Assignee or Leasehold Mortgagee may become the legal owner and holder of this Lease by foreclosure of its Leasehold Mortgage, or as a result of the assignment of this Lease in lieu of foreclosure.

- e. New Lease. In the event of the termination of this Lease prior to its stated expiration date, RIFA will give the Collateral Assignee or Leasehold Mortgagee notice of such termination. RIFA will enter into a new lease of the Demised Area with the Collateral Assignee or Leasehold Mortgagee or the holders of notes secured by the Collateral Assignment or Leasehold Mortgage held by such Collateral Assignee or Leasehold Mortgagee, or, at the request of such Collateral Assignee or Leasehold Mortgagee, to such other person as such Collateral Assignee or Leasehold Mortgagee will designate, effective as of the date of such termination of such prior lease,

upon the covenants, agreements, terms, conditions and limitations herein contained, provided, however the Rent will automatically adjust to the then current fair market value for similar buildings with the same or similar use, and the Term will automatically adjust to a month-to-month term; and further provided that such Collateral Assignee or Leasehold Mortgagee makes written request upon RIFA for such new lease within fifteen (15) days from the date of notice of such termination and such written request is accompanied by payment to RIFA of all amounts then due to RIFA under this Lease.

- f. Definition of Leasehold Mortgage. The term “**Leasehold Mortgage**” shall include mortgage, deed of trust or other such classes of instruments as are commonly given to secure advances on, or the unpaid purchase price of, real estate and leasehold interests under the laws of the Commonwealth of Virginia and/or the credit instruments, if any, secured thereby. Unless otherwise agreed to by RIFA in writing, any Leasehold Mortgage shall be subordinate to this Lease, and RIFA shall have no obligation to subordinate this Lease and/or its rights hereunder and in the Demised Area to the Leasehold Mortgage or to any Leasehold Mortgagee.

14. Eminent Domain.

- a. Substantial Taking. In the event that a Substantial Portion (as hereafter defined) of the Demised Area shall be taken for public improvements or otherwise under the exercise of the right of eminent domain, then upon such taking, IALR will have the right to terminate this Lease. RIFA will deliver written notice of such taking to IALR within sixty (60) days after such taking, and IALR will have thirty (30) days after such notice from RIFA in which to notify RIFA that IALR wishes to terminate this Lease. If IALR elects not to terminate this Lease, this Lease will automatically be deemed amended so that the Demised Area describes only the portion of the Demised Area remaining after such taking, without any abatement of rent, and RIFA agrees to apply the award RIFA receives in accordance with the provisions of Section 14(b) below. Any award as a result of the taking of the Demised Area (or portion thereof) by eminent domain will be paid to and belong to RIFA and any award as a result of the taking of the improvements constructed by or on behalf of IALR will be paid to and belong to IALR. For these purposes, “**Substantial Portion**” shall mean either (a) a taking of any portion of any improvements on the Demised Area or any taking which materially adversely affects access to the Demised Area or (b) a taking of any portion of any improvements to the Demised Area that will cause IALR to be unable to carry on its business in its usual and customary manner as determined in the reasonable judgment of IALR. IALR will have the right to participate in any condemnation proceedings and be represented by counsel for the purpose of protecting

IALR's interests under this Lease. Furthermore, in addition to receiving any award for improvements it constructed as stated above, IALR will be able to make a separate claim to the condemning authority for the value of IALR's inventory, removable trade fixtures, machinery, moving expenses, and business and other damages and loss of IALR's beneficial interest under this Lease, provided that the making of such claim or claims does not adversely affect or diminish RIFA's award for the value of the land.

- b. Partial Taking. If only a portion of the Demised Area is taken by eminent domain proceedings and such portion taken does not constitute a Substantial Portion of the Demised Area as defined in Section 14(a) above, or IALR has elected to continue this Lease despite a taking which constitutes a Substantial Portion, this Lease will not terminate and rent will not abate, and this Lease will continue in full force and effect; provided, however, that any award for such partial taking will be applied in the following order: (i) RIFA and will be reimbursed for any actual out-of-pocket costs incurred in obtaining such award; (ii) the costs to retrofit the remainder of the Demised Area and improvements as is necessary for their intended use under this Lease will be paid out of the award, solely from the condemning authority; and (iii) the remainder will be paid to RIFA for the portion of the Demised Area taken. IALR will be able to make a separate claim to the condemning authority for the value of IALR's improvements, inventory, removable trade fixtures, machinery, moving expenses, and business and other damages and loss of IALR's beneficial interest under this Lease, provided that the making of such claim or claims does not adversely affect or diminish RIFA's award for the value of the land.

15. Remedies on IALR's Default.

- a. IALR's Default. In the event that IALR: (i) does not cease all conduct prohibited hereby within thirty (30) days following receipt of written notice from RIFA; (ii) fails to remedy IALR's failure to perform any of the terms, covenants, and conditions of this Lease within thirty (30) days following receipt of written notice from RIFA; (iii) commits an uncured act in violation of this Lease, and such violation is not cured within thirty (30) days following receipt of written notice from RIFA; (iv) is adjudicated bankrupt or insolvent by a court of competent jurisdiction, files any debtor proceeding, takes or has taken against IALR any petition of bankruptcy, takes action or has action taken against IALR for the appointment of a receiver for all or a portion of IALR's assets, files a petition for a corporate reorganization, makes an assignment for the benefit of creditors, or if in any other manner IALR's interest hereunder shall pass to another by operation of law (any or all of the occurrences in this Section 15(a)(iv) shall be deemed a default on account of bankruptcy

for the purposes hereof and such default on account of bankruptcy shall apply to and include any guarantor of this Lease); (v) commits waste to the Demised Area without cure or restoration within the respective required time frame; or (vi) is otherwise in breach of IALR's obligations hereunder and shall not have cured same within thirty (30) days following written notice from RIFA; then IALR will be in default hereunder and RIFA may, at its option and without further notice to IALR, terminate IALR's right to possession of the Demised Area and without terminating this Lease re-enter and resume possession of the Demised Area, and/or declare this Lease terminated, and may thereupon in either event remove all persons and property from the Demised Area, in accordance with the laws of the Commonwealth of Virginia. If any of the defaults described above are of a nature that they cannot through the exercise of diligent and reasonable efforts be cured within the time frames allotted above, then IALR will not be in default in such instance if IALR promptly commences and diligently pursues the cure of such default(s).

- b. Bankruptcy. If RIFA shall not be permitted to terminate this Lease, as hereinabove provided, because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended, then IALR, as a debtor-in-possession or any trustee for IALR, agrees to promptly, within no more than sixty (60) days upon request by RIFA to the United States Bankruptcy Court, assume or reject this Lease. IALR further agrees that IALR, on its behalf and any trustee for IALR, shall not seek or request any extension or adjournment of any application to assume or reject this Lease by RIFA with such Court. In such event, IALR or any trustee for IALR may only assume this Lease if it: (i) cures or provides adequate assurance that the trustee shall promptly cure any default hereunder; (ii) compensates or provides adequate assurances that IALR shall promptly compensate RIFA for any actual pecuniary loss to RIFA resulting from IALR's defaults; and (iii) provides adequate assurance of performance during the Term of all of the terms, covenants, and provisions of this Lease to be performed by IALR. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein.
- c. Legal Remedies. The parties agree that the remedies provided in this Lease in the event of default on the part of IALR are in addition to and not in lieu of any other remedies or relief made available to IALR under applicable state law, which latter remedies or relief shall be likewise available to RIFA in the event of a breach of any of the terms of this Lease.
- d. Attorneys' Fees. With respect to any disputes or claims by either party under or pursuant to this Lease which result in any legal proceedings

concerning such disputes, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees incurred in such action.

16. Hazardous Materials. IALR will not cause or permit the storage, use, generation, release, or disposition of any Hazardous Materials in, on, or about the Demised Area, in violation of any Environmental Laws, by IALR, its agents, employees, contractors, guests, licensees, or invitees present on the Demised Area during the Term. Notwithstanding the foregoing, IALR may use and store on the Demised Area any chemicals, solvents, or other materials customarily used in the ordinary course of IALR's business and for such uses of the Demised Area permitted in this Lease, so long as such substances are used and handled as prescribed by the manufacturer(s) thereof and in accordance with all requirements of applicable law, and are kept on the Demised Area only in such quantities as reasonably necessary for IALR's business and stored in a proper and legal manner. IALR will not permit the Demised Area to be used or operated in a manner that may cause any portion of the Demised Area to be contaminated by any Hazardous Materials in violation of any Environmental Laws. IALR will immediately inform RIFA in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting the Demised Area; and (2) all claims made or threatened by any third party against IALR, RIFA, and/or the Demised Area relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Demised Area. Without RIFA's prior written consent, IALR will not take any remedial action or enter into any agreements or settlements in response to the premise of any Hazardous Materials, in, on or about the Demised Area. IALR shall also provide, during the Term, reasonable policing of the Demised Area as will be customary or reasonable for a business owner of the same type as IALR operating from premises owned by such business. To the maximum extent allowable by law and without waiving sovereign immunity, IALR will be solely responsible for and will defend, indemnify and hold RIFA, its agents, and employees harmless from and against all claims, costs, expenses, damages, and liabilities, including attorneys' fees and costs, arising out of or in connection with (i) IALR's breach of its obligations in this Section, and (ii) the removal, cleanup, and restoration work and materials necessary to remediate any such breach in a manner which properly removes all Hazardous Materials from the Demised Area placed on the Demised Area in violation of IALR's obligations hereunder. IALR's obligations under this Section will survive the expiration or other termination of this Lease. For the purposes of this Lease, "**Hazardous Materials**" shall mean polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as "**Regulated Substances**", "**Toxic Substances**", "**Hazardous Chemicals**", "**Hazardous Materials**", "**Hazardous Substances**", or similar terms, in any Environmental Law or listed as such by the

Environmental Protection Agency. For the purposes of this Lease, **“Environmental Law”** shall mean any and all federal, state or local laws, statutes, ordinances, regulations, orders or decrees for the protection of human health, the environment or public safety, now in existence or hereafter promulgated, including without limitation the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601-9657 as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, the Clean Air Act, 42 U.S.C. §§ 741 *et seq.*, the Clean Water Act, 33 U.S.C. § 7401, the Toxic Substance Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. § 300(f)-(j), the Chesapeake Bay Preservation Act, the Solid Waste Disposal Act, the Endangered Species Act of 1973, and any and all state or federal wetlands control acts, and any successor provisions of law as the same may be amended from time to time.

17. General Provisions.

- a. RIFA’s Right of Entry. During the Term, RIFA reserves the right at (i) reasonable times during normal business hours upon at least forty-eight (48) hours notice to IALR, which may be by electronic mail, and (ii) such other reasonable times during an emergency requiring first responders with reasonable notice to IALR, to enter the Demised Area for the purpose of inspecting and examining the same and to ensure compliance by IALR with its obligations under this Lease. RIFA and its agents shall use reasonable care not to materially disturb IALR or IALR’s business during any such inspection or examination of any improvements on the Demised Area. If necessary due to the nature of the research work being conducted by IALR (or its authorized subtenant(s) or Licensees) on the Demised Area, IALR may restrict RIFA’s access to certain areas in the CMA building or require that RIFA be escorted by IALR personnel, except for an emergency requiring first responders. Nothing herein contained, however, shall be deemed or construed to impose upon RIFA any obligation, responsibility or liability whatsoever for the care, maintenance or repair of improvements on the Demised Area, or any part thereof.
- b. Quiet Enjoyment. RIFA agrees that, if all covenants and obligations of IALR are being kept, fulfilled and performed, IALR shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Demised Area during the Term, without hindrance disturbance or molestation from RIFA, subject to the specific provisions of this Lease.
- c. Waiver. Waiver by RIFA of any default, breach, or failure of IALR under this Lease shall not be construed to be a waiver of any subsequent or

different default, breach, or failure. In case of a breach by IALR of any of the covenants or undertakings of IALR, RIFA nevertheless may accept from IALR any payment or payments hereunder without in any way waiving any of RIFA's right upon default for any other breach or lapse which was in existence at the time such payment or payments were accepted by RIFA. No waiver by RIFA of any default, breach, or failure by IALR of any of the terms, covenants, agreements or conditions of this Lease shall be effective unless such waiver is contained in a writing subscribed by RIFA, and no such waiver shall be deemed to constitute a waiver of any succeeding default, breach, or failure thereof, or a waiver of any default, breach, or failure of any of the other terms, covenants, agreements and conditions herein contained.

- d. Notice. Any notice required or contemplated to be given to a party by the other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

If to RIFA:

Danville-Pittsylvania Regional
Industrial Facility Authority
Attn: Susan M. DeMasi
Authority Secretary
427 Patton Street
Danville, VA 24541

With a courtesy copy to:
Christian & Barton, L.L.P.
Attn: Michael C. Guanzon
909 East Main Street, Suite 1200
Richmond, VA 23219

If to IALR:

Institute for Advanced Learning and
Research
Attn: Mark Gignac
Executive Director
150 Slayton Avenue
Danville, VA 24540

With a courtesy copy to:
Guynn, Waddell, Carroll &
Lockaby, P.C.
Attn: Jeremy E. Carroll
415 S College Ave.
Salem, VA 24153

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. Copies hereunder are provided as a matter of courtesy and shall not constitute notice themselves

- e. Broker Provision. The parties acknowledge and agree that neither party has employed a real estate broker or agent, and that no commission is

owed to any broker or agent as a result of this Lease. The parties agree that if any broker or agent makes a claim for a commission based on the actions of one of the parties, that party, to the extent permissible by law, shall indemnify, defend and hold harmless the other party from any such claim.

- f. Entire Agreement. This Lease and any schedule(s) or exhibit(s) contain the entire agreement and understanding of the parties to this Lease with respect to this Lease and the other transactions contemplated herein; and this Lease and the schedule(s) or exhibit(s) attached hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof. The parties to this Lease may amend, modify, and/or supplement this Lease in such manner as may be agreed upon by the parties, provided such amendments, modifications and/or supplement are reduced to writing and signed by RIFA and IALR or their successors in interest.
- g. Partial Invalidity. If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease and the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- h. Successors. The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of each of the parties.
- i. Headings. The descriptive headings in this Lease are inserted for convenience only and do not constitute a part of this Lease.
- j. No Partnership. Nothing in this Lease shall be construed as making any party a partner or joint venturer with any other party.
- k. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state court located in the County or the City, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Lease, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in

any other manner provided by applicable law related to the enforcement of judgments. If any ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Lease.

- l. Liability of RIFA. Notwithstanding any provision of this Lease to the contrary, the liability of RIFA under this Lease will be limited to its interest in the Demised Area and there will be no recourse under this Lease to any other assets or properties of RIFA whether now owned or hereafter acquired.
- m. Time Periods. In the event that any period or term of time as described in this Lease, including but not limited to any cure period or notice period, ends on a holiday recognized by the Commonwealth of Virginia where nonessential state offices are closed or on a Saturday or Sunday, then such period or term shall be extended to the next regular business day following such holiday or weekend day.
- n. Memorandum of Lease. Contemporaneously with the execution of this Lease, the parties will execute a Memorandum of Ground Lease in the form attached hereto as **Schedule 17(e)**. IALR will be entitled, at IALR's expense, to record the Memorandum of Ground Lease.
- o. Further Assurances. The parties agree to execute such further documents and undertake such further acts as may reasonably be necessary, in good faith, to carry out the purposes of this Lease, secure funding through the VPBA or VCBA, secure additional financing from third parties, and to assist IALR in obtaining leasehold title insurance.
- p. Assignment; Subletting. Except as provided in Section 13 and/or this subsection, neither this Lease nor IALR's rights hereunder may be assigned by IALR without RIFA's prior written consent, which consent may be withheld in RIFA's sole and absolute discretion. Notwithstanding the foregoing, IALR: (i) may sublease its entire interest in the Demised Area and any improvements constructed or to be constructed thereon to: (A) a supporting organization or similar entity that is a political subdivision of the Commonwealth of Virginia; or (B) a not for profit Qualified Active Low-Income Community Business in connection with a Community Development Entity, to facilitate the financing of construction and related costs for the CMA, which sublease shall be treated as a collateral assignment or leasehold mortgage under Section 13, and (ii) may sublease space in the CMA building to third parties for use of the "rapid-launch" facilities, provided that each such sublease complies with the terms and conditions of this Lease. IALR must provide a copy of any

authorized sublease to RIFA within thirty (30) days of any request for a copy of each such sublease; provided, however, IALR may redact any proprietary information from such subleases. Notwithstanding any permitted assignment or authorized sublease hereunder, IALR must remain primarily responsible to RIFA under this Lease and each authorized sublease.

- q. Gender and Number. Throughout this Lease, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.
- r. Counterparts. This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease. A facsimile or scanned copy (*.pdf) signature to this Lease shall have the same effect as an original for all purposes.
- s. Limitation on IALR's Obligations. IALR's agreement to indemnify or to otherwise hold harmless RIFA, including without limitation under Sections 7 and 16, are or may be subject to limitation(s) imposed or provided by law. IALR makes all such agreements to indemnify or hold harmless only to the extent permitted by applicable law and only to the extent IALR is covered by insurance in the amount claimed by RIFA. Nothing in this Lease, including without limitation any and all indemnification and hold harmless provisions, is intended to, or shall be construed as having the effect of, waiving the sovereign immunity of IALR as a political subdivision of the Commonwealth. The limitations set forth in this Section 17(j) are for the sole benefit of IALR and shall not be transferred or otherwise assigned to, by operation of law or otherwise, nor inure to the benefit of, any Licensee, successor or sublessee of IALR.
- t. No Third-Party Beneficiaries. Nothing in this Lease is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Lease.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, RIFA and IALR have caused this **GROUND LEASE** to be executed as of the day and year first written above.

RIFA:

**DANVILLE-PITTSYLVANIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY**, a political
subdivision of the Commonwealth of Virginia

By: _____
Robert W. Warren, Chairman

COMMONWEALTH OF VIRGINIA
CITY / COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Robert W. Warren, Chairman of the Danville-Pittsylvania Regional Industrial Facility Authority, on behalf of RIFA.

Notary Public
Registration No. _____

My Commission Expires:

IN WITNESS WHEREOF, RIFA and IALR have caused this **GROUND LEASE** to be executed as of the day and year first written above.

IALR:

INSTITUTE FOR ADVANCED LEARNING AND RESEARCH, a political subdivision of the Commonwealth of Virginia

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY / COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, _____ of the Institute for Advanced Learning and Research, on behalf of IALR.

Notary Public
Registration No. _____

My Commission Expires:

Schedule 2
(Demised Area)

“Demised Area” as used in this Lease shall mean River View Industrial Park Lot 12B, consisting of 19.137 acres, being a portion of PIN 76441, as shown on that Plat Showing a Subdivision of River View Industrial Park Lots 12B, 12C, and 12D, Currently Known as Cyber Park, prepared by Dewberry Engineers Inc., dated December 12, 2019, and revised on October 21, 2020, and recorded in the Clerk’s Office of the Circuit Court of Danville, Virginia as Instrument No, _____, which plat (the **“Demised Area Plat”**) is attached hereto on the following page.

Schedule 5
(Waste Water Management Agreement)

Schedule 6
(Plans and Specifications)

See.

Schedule 17(e)
(Memorandum of Lease)

This instrument prepared by:
Gynn, Waddell, Carroll & Lockaby
415 S. College Ave.
Salem, Virginia 24153

Tax Map Identification Number: 76441

This Memorandum of Lease is exempt from recording taxes
pursuant to Virginia Code §§ 811.A.3., 811.C.4., and 811.E.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is executed as of the ____ day of _____, 2020, to evidence for recording purposes the execution of a certain Ground Lease (the “**Lease**”), dated the date hereof, the relevant terms of which are set forth below:

1. Name and Addresses of Parties: The landlord under the Lease is DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia (“**Landlord**”), whose office address is 427 Patton Street, Room 428, Danville, VA 24541. The tenant under the Lease is INSTITUTE FOR ADVANCED LEARNING AND RESEARCH, a political subdivision of the Commonwealth of Virginia (“**Tenant**”), whose office address is 150 Slayton Avenue, Danville, VA 24540.

2. Reference to Lease: Landlord hereby grants, leases and demises unto Tenant the Premises (as hereinafter defined) for the term of the Lease, subject to the terms and conditions of the Lease which are made a part hereof by this reference. This Memorandum of Lease is not a complete summary of the Lease. In the event of a conflict between the language of this Memorandum of Lease and the terms of the Lease, the terms of the Lease shall govern. A copy of the Lease is maintained in Tenant's files at the Tenant's office set forth above.

3. Term of the Lease: The term of the Lease is perpetual, commencing on _____, 2020.

4. Description of Premises: The property demised to Tenant under the Lease (the “**Premises**”) is described in Exhibit “A” attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed as of the day and year first above written. The following signature and seal

of Danville-Pittsylvania Regional Industrial Facility Authority (Landlord), on page 2, and the following signature and seal of Institute for Advanced Learning and Research (Tenant), on page 3:

LANDLORD:

**DANVILLE-PITTSYLVANIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY**, a political
subdivision of the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Robert W. Warren, Chairman of the Danville-Pittsylvania Regional Industrial Facility Authority, on behalf of said Landlord.

Notary Public

Registration No. _____

My Commission Expires:

TENANT:

INSTITUTE FOR ADVANCED LEARNING AND RESEARCH, a political subdivision of the Commonwealth of Virginia

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY / COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, _____ of the Institute for Advanced Learning and Research, on behalf of said Tenant.

Notary Public
Registration No. _____

My Commission Expires:

Exhibit A

“Demised Area” as used in this Lease shall mean River View Industrial Park Lot 12B, consisting of 19.137 acres, being a portion of PIN 76441, as shown on that Plat Showing a Subdivision of River View Industrial Park Lots 12B, 12C, and 12D, Currently Known as Cyber Park, prepared by Dewberry Engineers Inc., dated December 12, 2019, and revised on October 21, 2020, and recorded in the Clerk’s Office of the Circuit Court of Danville, Virginia as Instrument No, _____, which plat is attached hereto on the following page.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5B
Meeting Date:	11/09/2020
Subject:	Resolution 2020-11-09-5B
From:	Brian K. Bradner, P.E., Vice President, and Shawn R. Harden, Senior Associate Dewberry Engineers, Inc.

SUMMARY

Attached for the Board's approval is Resolution 2020-11-09-5B, approving Change Order 6 with Haymes Brothers.

ATTACHMENTS

Resolution
Change Order

A RESOLUTION APPROVING CHANGE ORDER 6 TO THE PHASE I SANITARY SEWER PROJECT WORK BY HAYMES BROTHERS, INC., A VIRGINIA CORPORATION, ORIGINALLY APPROVED UNDER RESOLUTION NO. 2018-03-12-5A, INCLUDING COMPLETION OF THE SEWER FORCE MAIN ALONG BERRY HILL ROAD, IN THE AUTHORITY’S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, INCREASING THE CONTRACT PRICE BY \$1,889,962.00

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, the Authority approved the Berry Hill Commerce Centre – Phase I Sanitary Sewer Project (the “**Original Work**”) to the Authority’s Southern Virginia Megashite at Berry Hill project (“**SVM**”) located in Pittsylvania County, Virginia, under Resolution 2018-03-12-5A, to be performed by Haymes Brothers, Inc., a Virginia corporation (“**Haymes**”); and

WHEREAS, Haymes has submitted Change Order 6, recommended by the Authority’s engineers, which would include (i) mobilization and site preparation; (ii) erosion and sediment control; (iii) site restoration; (iv) post construction survey for gravity sewer manholes; (v) various PVC or DIP piping materials; (vi) bored steel casing piping; (vii) aerial creek crossing; (viii) drainage swale crossing; (ix) manholes; (x) sewer plugging; (xi) post construction CCTV inspection; and (xii) Stormwater Pollution Prevention Plan (SWPPP) extension, increasing the contract price by One Million Eight Hundred Eighty Nine Thousand Nine Hundred Sixty Two and 00/100 Dollars (\$1,889,962.00) (the “**Change Order 6 Amount**”), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Change Order 6**”); and

WHEREAS, the Authority has determined that Change Order 6 is reasonable, necessary and proper to complete the Original Work and for the further development of SVM; and

WHEREAS, the Authority’s Treasurer, as fiscal agent of the Authority, has determined that funding for the Change Order 6 Amount is within “**Berry Hill Mega Park – Water & Sewer**”, a funding sheet under the budget previously approved by the Authority for this project for this purpose (funding source: Danville Utilities); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, for the Authority to accept Change Order 6.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority does hereby approve the acceptance of Change Order 6, and hereby authorizes the Chairman or the Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver Change Order 6 and any such other documents in connection with the acceptance of Change Order 6, with such amendments, deletions or additions thereto, so long as the price for Change Order 6 does not exceed five percent (5%) of the Change Order 6 Amount, and is supported under the Authority's budget as certified by the Authority's Treasurer, as may be approved by the Chairman or the Vice Chairman, such execution by the Chairman or the Vice Chairman to conclusively establish his approval of Change Order 6 or such other related documents and any amendments, deletions or additions thereto.

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by Change Order 6 or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to Change Order 5 and the matters contemplated therein.

4. This Resolution shall take effect immediately upon its adoption.

-#-

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on November 9, 2020, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 9th day of November 2020.

SUSAN M. DeMASI
Secretary, Danville-Pittsylvania Regional Industrial
Facility Authority

(SEAL)

Exhibit A

(Change Order 6)

Date of Issuance: October 21, 2020	Effective Date: November 9, 2020
Owner: Danville Pittsylvania Regional Industrial Facility Authority	Owner's Contract No.:
Contractor: Haymes Brothers	Contractor's Project No.:
Engineer: Dewberry Engineers Inc	Engineer's Project No.: 50041483
Project: Southern Virginia Megasite at Berry Hill – Phase 1 Sanitary Sewer	Contract Name:

The Contract will be modified as follows upon execution of this Change Order:

Description: This change order is to construct the McGuff's Creek Gravity Sewer, which was previously designed and bid, but removed from the contract prior to award. The intent of the project is to provide sewer service to lots 1 and 2.

Attachments: Haymes Brothers Proposal – October 15, 2020

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>4,809,414.75</u>	Original Contract Times: Substantial Completion: <u>360</u> Ready for Final Payment: <u>390</u> days or dates
Increase from previously approved Change Orders: \$ <u>1,618,392.31</u>	Increase from previously approved Change Orders: Substantial Completion: <u>555</u> Ready for Final Payment: <u>555</u> days
Contract Price prior to this Change Order: \$ <u>6,427,807.06</u>	Contract Times prior to this Change Order: Substantial Completion: <u>915</u> Ready for Final Payment: <u>945</u> days or dates
Increase of this Change Order: \$ <u>1,889,962.00</u>	Increase of this Change Order: Substantial Completion: <u>240</u> Ready for Final Payment: <u>240</u> days or dates
Contract Price incorporating this Change Order: \$ <u>8,317,769.06</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>1,155 (May 10, 2021)</u> Ready for Final Payment: <u>1,185 (June 9, 2021)</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title _____	Title _____	Title _____	Title _____	Title _____
Date: _____	Date _____	Date _____	Date _____	Date _____	Date _____



Haymes Brothers, Inc.

General Contractors

440 Hawkins Road

Chatham, Virginia 24531

Phone (434) 432- 8282

Fax (434) 432-2029

October 15, 2020

Dewberry
Attn.: Drew Arnold
551 Piney Forest Road
Danville, VA 24540

RE: Berry Hill Commerce Center PH I Sanitary Sewer
McGuff's Creek Gravity Sewer - Change Order Pricing

Dear Mr. Arnold:

We have completed a thorough review of this package and are submitting a revised price for your use. We remain interested in completing this contract and continued work with you and appreciate the opportunity to investigate this further.

There are several material related items, which increased in price since the original bid date. I have included original and revised quotes for the following items: aggregates, structures & utility piping. I have also included extension of SWPPP responsibility, as we similarly incorporated into the Berry Hill force-main section.

Otherwise, my costs for structure lining (High Performance Coatings) and rock excavation encompass the remaining price adjustment(s). As you are aware, the estimator who originally worked on the project for Haymes Brothers, Inc. is no longer with us. Likewise, the original bid information at my disposal was limited and I am unable to fully identify pricing differences. However, the project was bid using current pricing, including materials, fuel, labor, etc.

Please let me know if you have any questions or would like to discuss this estimate in detail. Thank you again for the opportunity to reprice this work.

It should also be noted that our bid proposal is only valid until **11 November 2020**, which is based on current vendor extensions. Additionally, utility pricing terms are currently 30 day procurement & receipt within 60 days.



Haymes Brothers, Inc.

General Contractors

440 Hawkins Road

Chatham, Virginia 24531

Phone (434) 432- 8282

Fax (434) 432-2029

Sincerely,

Haymes Brothers, Inc.

Mark Womble
Project Manager

cc: Chuck Haymes
File

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
McGuffs Creek Gravity Sewer					
19	Mobilization and Site Preparation	LS	1	\$287,320.00	\$287,320.00
20	Erosion and Sediment Control DEDUCT Gravel diaphragm	LS	1	\$32,000.00	\$32,000.00
21	Site Restoration	LS	1	\$25,025.00	\$25,025.00
22	Post Construction Survey - Gravity Sewer Manholes	LS	1	\$4,950.00	\$4,950.00
23	18" PVC or DIP Gravity Sewer (circle material chosen)	LF	5092	\$171.00	\$870,732.00
24	18" DIP Only Gravity Sewer	LF	276	\$245.00	\$67,620.00
25	16" DIP Only Gravity Sewer	LF	250	\$235.00	\$58,750.00
26	30" Bored Steel Casing Pipe (Berry Hill Road)	LF	110	\$1,650.00	\$181,500.00
27	Aerial Creek Crossing (C22) (pipe excluded)	LF	50	\$125.00	\$6,250.00
28	Drainage Swale Crossing (C24) (pipe excluded)	LF	20	\$525.00	\$10,500.00
29	Manholes (>5-10 FT)	EA	5	\$6,000.00	\$30,000.00
30	Manholes (>10-15 FT)	EA	16	\$8,200.00	\$131,200.00
31	Manholes (>15-20 FT)	EA	9	\$13,000.00	\$117,000.00
32	Manholes (>20-25 FT)	EA	1	\$15,000.00	\$15,000.00
33	15" Sewer Plug (MG MH-31)	EA	1	\$1,665.00	\$1,665.00
34	Post Construction CCTV Inspection	LS	1	\$15,450.00	\$15,450.00
35	SWPPP Extension	LS	1	\$35,000.00	\$35,000.00
McGuffs Creek Gravity Sewer Total					\$1,889,962.00

Summary of Increased Cost Since Feb 2018									
Description	Orig. Rate	Orig. Haul	Orig. Subtotal	Rev. Rate	Rev. Haul	Rev. Rate	Delta	Qty	Increase
#57 Stone	\$11.00	\$2.00	\$13.58	\$12.00	\$3.00	\$15.64	\$2.05	8000.00	\$16,424.00
Class B	\$12.00	\$2.25	\$14.89	\$13.00	\$3.45	\$17.14	\$2.25	500.00	\$1,126.50
Tindall Structures	\$0.00	\$0.00	\$65,120.68	\$0.00	\$0.00	\$69,915.00	\$4,794.32	1.00	\$4,794.32
18" PVC Pipe	\$18.22	\$0.00	\$19.19	\$23.50	\$0.00	\$24.75	\$5.56	5096.00	\$28,332.94
18" CL 350 DIP	\$38.79	\$0.00	\$40.85	\$62.50	\$0.00	\$65.81	\$24.97	220.00	\$5,492.66
18" MJ DIP	\$123.83	\$0.00	\$130.39	\$158.91	\$0.00	\$167.33	\$36.94	60.00	\$2,216.35
16" DIP CL350	\$32.79	\$0.00	\$34.53	\$52.00	\$0.00	\$54.76	\$20.23	140.00	\$2,831.94
16" MJ DIP	\$109.88	\$0.00	\$115.70	\$133.85	\$0.00	\$140.94	\$25.24	120.00	\$3,028.85
Item #26	\$16,974.44	\$0.00	\$17,874.09	\$17,470.00	\$0.00	\$18,395.91	\$521.82	1.00	\$521.82
Frame & Covers	\$264.11	\$0.00	\$278.11	\$388.67	\$0.00	\$409.27	\$131.16	31.00	\$4,066.01
SWPPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	\$35,000.00	1.00	\$35,000.00
MTL & SWPPP INCREASED COST									\$103,835.40



Thank you for the opportunity to quote this project.

Customer Name: Haymes Brothers
Contact Information: Mark Wiley mwiley@haymesbrothers.com

Job Name: Berry Hill Sewer Project
Location: Berry Hill Industrial Park
Contract No - Quote ID T-2

Quote Created: 2/19/2018 **Prices Good Thru:** 12/31/18

Created by: JHC IV **James H. Crossingham IV**
Address: PO Box 988 Mount Airy, NC 27030
Phone: 336-786-2680 **Cell:** 336-648-0515
Fax: 336-786-2189
Email: james@araratrock.com or marla@araratrock.com

Product	Quarry	Quantity	Prod. Unit	F.O.B. Price Per Unit	Total Product Price F.O.B	Haul Quantity	Haul Unit	Haul Rate	Haul Price	Total Product Delivered
ABC	Eden	2,000	Ton	\$9.00	\$18,000.00	2000	Ton	\$2.00	\$4,000.00	\$22,000.00
57 Stone	Eden	12,000	Ton	\$11.00	\$132,000.00	12000	Ton	\$2.00	\$24,000.00	\$156,000.00
VA #1	Eden	2000	Ton	\$10.00	\$20,000.00	2000	Ton	\$2.00	\$4,000.00	\$24,000.00
Class B Rip Rap	Eden	4,000	Ton	\$12.00	\$48,000.00	4000	Ton	\$2.25	\$9,000.00	\$57,000.00
Washed Screenings	Eden	500	Ton	\$10.00	\$5,000.00	500	Ton	\$2.00	\$1,000.00	\$6,000.00
Grand Total					\$223,000.00				\$42,000.00	\$265,000.00

QUOTE TERMS:

Quote Offered by:

Ararat Rock Products Inc

51 of 100

Accepted by:

Phone: 336-786-2680
FAX: 336-786-2189



Phone: 336-635-0037
FAX: 336-635-1334

Thank you for the opportunity to quote this project.

HBI PROJECT # 18-0002

Job Name: Berry Hill Sewer Extension
Location: Berry Hill Industrial Park
Contract No - Quote ID T-2

Prices Good Thru: 12/21/2020

Questions Regarding Materials or Pricing

James H. Crossingham IV
Phone: 336-786-2680
Cell: 336-648-0515
Email: james@araratrock.com

William Branch
Phone: 336-786-2680
Cell: 336-657-7988
Email: will@araratrock.com

Questions Regarding Accts. Receivable and Invoicing

Marla Gayean
Phone: 336-786-2680

Email: marla@araratrock.com

[illegible]

Quote Offered by:

Accepted by:

Ararat Rock Products Inc



Thank you for the opportunity to quote this project.

Customer Name: Haymes Brothers - McGuff's Creek
Contact Information: Mark Womble (434)-575-2602

Job Name: McGuff's Creek
Location: Berry Hill Rd. (Vacinity of Industrial Park)
Contract No - Quote ID T-2

Quote Created: 10/8/2020 **Good Thru:**12/31/2021

Created by: JHC IV **James H. Crossingham IV**
Address: PO Box 988 Mount Airy, NC 27030
Phone: 336-786-2680 **Cell:** 336-648-0515
Fax: 336-786-2189
Email: james@araratrock.com or marla@araratrock.com

Product	Quarry	Quantity	Prod. Unit	F.O.B. Price Per Unit	Total Product Price F.O.B	Haul Quantity	Haul Unit	Haul Rate	Haul Price	Total Product Delivered
57	Eden	9,500	Ton	\$12.00	\$114,000.00	9500	Ton	3.00	\$28,500.00	\$142,500.00
Class A	Eden	200	Ton	\$12.00	\$2,400.00	200	Ton	3.00	\$600.00	\$3,000.00
Class B	Eden	400	Yard	\$13.00	\$5,200.00	400	Ton	3.45	\$1,380.00	\$6,580.00
78M	Eden	1	Ton	\$10.00	\$10.00	1	Ton	3.00	\$3.00	\$13.00
Washed Screenings	Eden	1	Ton	\$9.00	\$9.00	1	Ton	3.00	\$3.00	\$12.00
Fill Dirt	Eden	1	Load	\$0.00	\$0.00	1	Load	60.00	\$60.00	\$60.00
Grand Total					\$121,619.00				\$30,546.00	\$152,165.00

QUOTE TERMS:

Please note that I have also quoted 78's and washed screenings as a possible alternative to 57's. Due to high sales volumes of 57's, if allowed by engineers, it would be preferable to use either of these alternatives to 57's. This would result in lower material costs for you. If an alternative is not an option - we will have the 57's available to you.

Quote Offered by:

Ararat Rock Products Inc

Accepted by:



LOCATION:
WAREHOUSE:
221 INDUSTRIAL AVENUE
DANVILLE, VA 24541

Phone:434-792-8221
Fax:434-793-7960

Project: Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

Bid Date: //

Bid Time: :

Estimator:

Job Notes: Plans By: Dewberry
Plans Dated: 1/11/2018

Job Terms:

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST 24551-2657

1

Item No. 3

Erosion & Sediment Control

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CPRESF3613	3 X 100 SILT FENCE With 13 STKS	EA	52.00	\$19.61	\$1,019.82
T140N125360	MIRAFI 140N Non Woven 12.5X360 500 SY PER ROLL, AS NEEDED.	SY	500.00	\$0.54	\$271.50
T500X125432	MIRAFI 500X Woven 12.5X432 600 SY PER ROLL, AS NEEDED.	SY	600.00	\$0.53	\$317.40
WR14180	R1 EXCEL MAT 1 NET 4X180 PER ROLL, AS NEEDED.	RL	1.00	\$33.51	\$33.51
WSR181125	SR1 STRAW MAT 1 NET 8X112.5 100SY PER ROLL, AS NEEDED.	RL	1.00	\$27.59	\$27.59

Trotters Creek Gavity Sewer: \$1,669.82

Item No. 3: \$1,669.82

Erosion & Sediment Control: \$1,669.82

Item No. 6

18" PVC or DIP Gravity Sewer

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	750.00	\$400.00	\$300.00
SDR35P1814	18 X 14 F679 PS46 PVC Gasket Joint Sewer Pipe QUOTING PVC, PLEASE LET US KNOW IF YOU WOULD LIKE A PRICE FOR DIP PIPING.	FT	2,408.00	\$18.22	\$43,864.13
SDR35P2414	24 X 14 F679 PS46 PVC Gasket Joint Sewer Pipe	FT	14.00	\$32.69	\$457.67
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	3.00	\$36.15	\$108.46

Trotters Creek Gavity Sewer: \$44,730.26

Item No. 6: \$44,730.26

18" PVC or DIP Gravity Sewer: \$44,730.26

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST 24551-2657

Item No. 7

15" PVC or DIP Gravity Sewer

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	300.00	\$400.00	\$120.00
SDR35P1514	15X14 SDR35 PVC Gasket Joint Sewer Pipe QUOTING PVC, PLEASE LET US KNOW IF YOU WOULD LIKE A PRICE FOR DIP PIPING.	FT	924.00	\$11.66	\$10,773.84
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	1.00	\$36.15	\$36.15

Trotters Creek Gavity Sewer: \$10,929.99

Item No. 7: \$10,929.99

15" PVC or DIP Gravity Sewer: \$10,929.99

Item No. 8

16" DIP only Gravity Sewer

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	100.00	\$400.00	\$40.00
AFT350P16	16 CL350 Cement Lined Ductile Iron FASTITE Pipe	FT	140.00	\$32.79	\$4,590.46
ACJE50P16	16 CL50 MJ Coupled Joint Pipe	FT	120.00	\$109.88	\$13,186.08
T114314	16 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	6.00	\$184.86	\$1,109.16
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	1.00	\$36.15	\$36.15

Trotters Creek Gavity Sewer: \$18,961.85

Item No. 8: \$18,961.85

16" DIP only Gravity Sewer: \$18,961.85

Item No. 9

30" Bored Steel Casing Pipe (Berry Hill Rd)

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
DSCP50030	30 X .500 Steel CASING Pipe	FT	110.00	\$114.13	\$12,554.30
CCS3016	30 X 16 CASING SPACER	EA	20.00	\$172.94	\$3,458.82
CCES3016	30 X 16 End Sealant	EA	2.00	\$95.29	\$190.59

Trotters Creek Gavity Sewer: \$16,203.71

Item No. 9: \$16,203.71

30" Bored Steel Casing Pipe (Berry Hill Rd): \$16,203.71

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST 24551-2657

Item No. 10

12" PVC or DIP Gravity Sewer

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	491.46	\$400.00	\$196.58
SDR35P1214	12 X 14 SDR35 PVC Gasket Joint Sewer Pipe	FT	1,330.00	\$7.83	\$10,420.55
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	2.00	\$36.15	\$72.31

Trotters Creek Gavity Sewer: \$10,689.44

Item No. 10: \$10,689.44

12" PVC or DIP Gravity Sewer: \$10,689.44

Item No. 11

12" DIP only Gravity Sewer

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
AFT350P12	12 CL350 Cement Lined Ductile Iron FASTITE Pipe	FT	680.00	\$20.35	\$13,835.96
ACJE50P12	12 CL50 MJ Coupled Joint Pipe	FT	120.00	\$68.50	\$8,219.40
T114192	12 Ductile Iron Mechanical Joint Restraint TUFGRIP Gland Pack	EA	6.00	\$81.37	\$488.23
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	300.00	\$400.00	\$120.00
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	1.00	\$36.15	\$36.15

Trotters Creek Gavity Sewer: \$22,699.74

Item No. 11: \$22,699.74

12" DIP only Gravity Sewer: \$22,699.74

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

Item No. 13

Manholes (>5-10 FT)

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CMH3000WT	Ring & Cover Watertight SAN Sewer	EA	16.00	\$264.11	\$4,225.79
CSANMHOLE	SANITARY SEWER MANHOLE Str. HW-MH H=8.04'	EA	1.00	\$2,078.41	\$2,078.41
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-1 H=9.84'	EA	1.00	\$2,396.59	\$2,396.59
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-2 H=4.64'	EA	1.00	\$1,625.00	\$1,625.00
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-3 H=4.86'	EA	1.00	\$1,655.68	\$1,655.68
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-4 H=7.32'	EA	1.00	\$1,721.59	\$1,721.59
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-5 H=9.92'	EA	1.00	\$2,090.91	\$2,090.91
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-6 H=7.50'	EA	1.00	\$1,747.73	\$1,747.73
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-8 H=7.77'	EA	1.00	\$1,787.50	\$1,787.50
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-11 H=7.97'	EA	1.00	\$1,689.77	\$1,689.77
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-12 H=6.95'	EA	1.00	\$1,545.45	\$1,545.45
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-13 H=9.73'	EA	1.00	\$1,940.91	\$1,940.91
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-18 H=7.14'	EA	1.00	\$1,518.18	\$1,518.18
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-19 H=7.29'	EA	1.00	\$1,648.86	\$1,648.86
CSANMHOLE	SANITARY SEWER MANHOLE Str. LM-1 H=5.32'	EA	1.00	\$1,334.09	\$1,334.09
CSANMHOLE	SANITARY SEWER MANHOLE Str. LM-2 H=4.89'	EA	1.00	\$1,285.23	\$1,285.23
CSANMHOLE	SANITARY SEWER MANHOLE Str. LM-3 H=4.66'	EA	1.00	\$1,150.00	\$1,150.00

Trotters Creek Gavity Sewer: \$31,441.69

Item No. 13: \$31,441.69

Manholes (>5-10 FT): \$31,441.69

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

Item No. 14

Manholes (>10-15 FT)

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CMH3000WT	Ring & Cover Watertight SAN Sewer	EA	8.00	\$264.11	\$2,112.90
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-7 H=10.64'	EA	1.00	\$2,194.32	\$2,194.32
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-9 H=13.18'	EA	1.00	\$2,607.95	\$2,607.95
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-14 H=10.15'	EA	1.00	\$2,001.14	\$2,001.14
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-15 H=10.50'	EA	1.00	\$2,051.14	\$2,051.14
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-16 H=14.94'	EA	1.00	\$2,642.05	\$2,642.05
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-20 H=11.34'	EA	1.00	\$2,115.91	\$2,115.91
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-21 H=13.88'	EA	1.00	\$2,586.36	\$2,586.36

Trotters Creek Gavity Sewer: \$18,311.77

Item No. 14: \$18,311.77

Manholes (>10-15 FT): \$18,311.77

Item No. 15

Manholes (>15-20 FT)

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CMH3000WT	Ring & Cover Watertight SAN Sewer	EA	3.00	\$264.11	\$792.34
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-10 H=15.92'	EA	1.00	\$2,875.00	\$2,875.00
CSANMHOLE	SANITARY SEWER MANHOLE Str. TR MH-17 H=15.11'	EA	1.00	\$2,650.00	\$2,650.00
CSANMHOLE	SANITARY SEWER MANHOLE Str. LM-1A H=16.00'	EA	1.00	\$2,665.91	\$2,665.91

Trotters Creek Gavity Sewer: \$8,983.25

Item No. 15: \$8,983.25

Manholes (>15-20 FT): \$8,983.25

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

Item No. 16

12" Sewer Plug (TR MH-21)

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
MJSCAPLA12	12 Mechanical Joint C153 Solid Cap Less Accessories	EA	1.00	\$64.40	\$64.40
R051MJSDR12	12 Mechanical Joint X SDR35 Transition Gasket	EA	1.00	\$40.85	\$40.85
T114291	12 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	1.00	\$89.72	\$89.72

Trotters Creek Gavity Sewer: \$194.97

Item No. 16: \$194.97

12" Sewer Plug (TR MH-21): \$194.97

Item No. 17

18" Sewer Plug (TR MH-1 for Future McGuffs)

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
MUL043743	18 PVC Sewer PLUG	EA	1.00	\$265.22	\$265.22
SDR35P1814	18 X 14 F679 PS46 PVC Gasket Joint Sewer Pipe	FT	14.00	\$18.22	\$255.02

Trotters Creek Gavity Sewer: \$520.24

Item No. 17: \$520.24

18" Sewer Plug (TR MH-1 for Future McGuffs): \$520.24

Not on Bid Form

Concrete Pipe

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
RRCP18C	18 X 8 Cement Lined III RCP Pipe GSKTD	FT	184.00	\$21.43	\$3,943.67
RRCP24C	24 X 8 Cement Lined III RCP Pipe GSKTD	FT	72.00	\$35.43	\$2,551.18

Trotters Creek Gavity Sewer: \$6,494.85

Not on Bid Form: \$6,494.85

Concrete Pipe: \$6,494.85

1: \$191,831.58

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST 24551-2657

3

Item No. 31

Erosion & Sediment Control

Pump Station & Access Drive

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
M17761436	36X100 SILT FENCE W/WIRE BACK	EA	8.00	\$124.95	\$999.59
CUPPOST5	5 UNPTD STL T-POST	EA	150.00	\$2.64	\$395.55
T140N125360	MIRAFI 140N Non Woven 12.5X360 500 SY PER ROLL, AS NEEDED.	SY	500.00	\$0.54	\$271.50
T500X125432	MIRAFI 500X Woven 12.5X432 600 SY PER ROLL, AS NEEDED.	SY	600.00	\$0.53	\$317.40
WR14180	R1 EXCEL MAT 1 NET 4X180 PER ROLL, AS NEEDED.	RL	1.00	\$33.51	\$33.51
WSR181125	SR1 STRAW MAT 1 NET 8X112.5 100SY PER ROLL, AS NEEDED.	RL	1.00	\$27.59	\$27.59

Pump Station & Access Drive: \$2,045.14

Item No. 31: \$2,045.14

Erosion & Sediment Control: \$2,045.14

Not on Bid Form

Pond Structure

Pump Station & Access Drive

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CANTISEEP	3.2' ANTI-SEEP COLLAR	EA	3.00	\$617.65	\$1,852.94
CBASINSTR3654	36" BASIN STRUCTURE COMPLETE	EA	1.00	\$2,049.41	\$2,049.41

Pump Station & Access Drive: \$3,902.35

Not on Bid Form: \$3,902.35

Concrete Pipe

Pump Station & Access Drive

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
RRCP24C	24 X 8 Cement Lined III RCP Pipe GSKTD	FT	152.00	\$35.43	\$5,385.82
CEW124	24" VDOT EW-1 Str. S2	EA	1.00	\$972.22	\$972.22

Pump Station & Access Drive: \$6,358.04

Not on Bid Form: \$6,358.04

Concrete Pipe: \$10,260.39

3: \$12,305.53

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

2

Item No. 19

Erosion & Sediment Control

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CPRESF3613	3 X 100 SILT FENCE With 13 STKS	EA	55.00	\$19.61	\$1,078.66
T140N125360	MIRAFI 140N Non Woven 12.5X360 500 SY PER ROLL, AS NEEDED.	SY	500.00	\$0.54	\$271.50
T500X125432	MIRAFI 500X Woven 12.5X432 600 SY PER ROLL, AS NEEDED.	SY	600.00	\$0.53	\$317.40
WR14180	R1 EXCEL MAT 1 NET 4X180 PER ROLL, AS NEEDED.	RL	1.00	\$33.51	\$33.51
WSR181125	SR1 STRAW MAT 1 NET 8X112.5 100SY PER ROLL, AS NEEDED.	RL	1.00	\$27.59	\$27.59

McGuiffs Creek Gravity Sewer: **\$1,728.66**

Item No. 19: **\$1,728.66**

Erosion & Sediment Control: **\$1,728.66**

Item No. 23

18" PVC or DIP Gravity Sewer

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	1,575.00	\$400.00	\$630.00
SDR35P1814	18 X 14 F679 PS46 PVC Gasket Joint Sewer Pipe	FT	5,096.00	\$18.22	\$92,828.74
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	6.00	\$36.15	\$216.92

McGuiffs Creek Gravity Sewer: **\$93,675.66**

Item No. 23: **\$93,675.66**

18" DIP only Gravity Sewer

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
AFT350P18	18 CL350 Cement Lined Ductile Iron FASTITE Pipe	FT	220.00	\$38.79	\$8,533.58

McGuiffs Creek Gravity Sewer: **\$8,533.58**

Item No. 23: **\$8,533.58**

18" DIP only Gravity Sewer: **\$102,209.24**

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

Item No. 24

18" DIP only Gravity Sewer

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	100.00	\$400.00	\$40.00
ACJE50P18	18 CL50 MJ Coupled Joint Pipe	FT	60.00	\$123.83	\$7,429.92
T114222	18 Ductile Iron Mechanical Joint Restraint TUFGRIP Gland Pack	EA	3.00	\$197.45	\$592.36
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	1.00	\$36.15	\$36.15

McGuiffs Creek Gravity Sewer: \$8,098.43

Item No. 24: \$8,098.43

18" DIP only Gravity Sewer: \$8,098.43

Item No. 25

16" DIP only Gravity Sewer

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	100.00	\$400.00	\$40.00
AFT350P16	16 CL350 Cement Lined Ductile Iron FASTITE Pipe	FT	140.00	\$32.79	\$4,590.46
ACJE50P16	16 CL50 MJ Coupled Joint Pipe	FT	120.00	\$109.88	\$13,186.08
T114314	16 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	6.00	\$184.86	\$1,109.16
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	1.00	\$36.15	\$36.15

McGuiffs Creek Gravity Sewer: \$18,961.85

Item No. 25: \$18,961.85

16" DIP only Gravity Sewer: \$18,961.85

Item No. 26

30" Bored Steel Casing Pipe (Berry Hill Rd)

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
DSCP50030	30 X .500 Steel CASING Pipe	FT	110.00	\$123.53	\$13,588.19
CCS3016	30 X 16 CASING SPACER	EA	20.00	\$159.78	\$3,195.66
CCES3016	30 X 16 End Sealant	EA	2.00	\$95.29	\$190.59

McGuiffs Creek Gravity Sewer: \$16,974.44

Item No. 26: \$16,974.44

30" Bored Steel Casing Pipe (Berry Hill Rd): \$16,974.44

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST 24551-2657

Item No. 29

Manholes (>5-10 FT)

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CMH3000WT	Ring & Cover Watertight SAN Sewer	EA	3.00	\$264.11	\$792.34
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-1 H=8.79'	EA	1.00	\$1,868.18	\$1,868.18
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-2 H=8.92'	EA	1.00	\$1,887.50	\$1,887.50
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-31 H=7.75'	EA	1.00	\$1,639.77	\$1,639.77

McGuiffs Creek Gravity Sewer: \$6,187.79

Item No. 29: \$6,187.79

Manholes (>5-10 FT): \$6,187.79

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

Item No. 30

Manholes (>10-15 FT)

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CMH3000WT	Ring & Cover Watertight SAN Sewer	EA	11.00	\$264.11	\$2,905.23
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-3 H=10.07'	EA	1.00	\$2,051.14	\$2,051.14
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-4 H=11.04'	EA	1.00	\$2,189.77	\$2,189.77
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-5 H=11.03'	EA	1.00	\$2,188.64	\$2,188.64
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-6 H=11.74'	EA	1.00	\$2,289.77	\$2,289.77
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-7 H=11.58'	EA	1.00	\$2,268.18	\$2,268.18
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-8 H=11.76'	EA	1.00	\$2,294.32	\$2,294.32
CSANMHOLE	SANITARY SEWER MANHOLE Str. MH MG-13 H=14.67'	EA	1.00	\$2,738.64	\$2,738.64
CSANMHOLE	SANITARY SEWER MANHOLE Str. MH MG-15 H=13.78'	EA	1.00	\$2,612.50	\$2,612.50
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-22 H=13.79'	EA	1.00	\$2,604.55	\$2,604.55
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-24 H=12.24'	EA	1.00	\$2,385.23	\$2,385.23
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-25 H=14.76'	EA	1.00	\$2,743.18	\$2,743.18

McGuiffs Creek Gravity Sewer: \$29,271.15

Item No. 30: \$29,271.15

Manholes (>10-15 FT): \$29,271.15

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

Item No. 31

Manholes (>15-20 FT)

McGuffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CMH3000WT	Ring & Cover Watertight SAN Sewer	EA	14.00	\$264.11	\$3,697.57
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-9 H=16.97'	EA	1.00	\$3,035.23	\$3,035.23
CSANMHOLE	SANITARY SEWER MANHOLE Str. MH MG-10 H=16.66'	EA	1.00	\$2,992.05	\$2,992.05
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-11 H=16.05'	EA	1.00	\$2,900.00	\$2,900.00
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-12 H=15.05'	EA	1.00	\$2,792.05	\$2,792.05
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-14 H=17.27'	EA	1.00	\$3,107.95	\$3,107.95
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-16 H=15.27'	EA	1.00	\$2,825.00	\$2,825.00
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-17 H=15.36'	EA	1.00	\$2,838.64	\$2,838.64
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-18 H=17.59'	EA	1.00	\$3,143.18	\$3,143.18
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-20 H=16.86'	EA	1.00	\$3,039.77	\$3,039.77
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-21 H=16.02'	EA	1.00	\$2,920.45	\$2,920.45
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-23 H=15.46'	EA	1.00	\$2,842.05	\$2,842.05
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-26 H=19.66'	EA	1.00	\$3,439.77	\$3,439.77
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-27 H=19.93'	EA	1.00	\$3,481.82	\$3,481.82
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-28 H=19.98'	EA	1.00	\$3,489.77	\$3,489.77

McGuffs Creek Gravity Sewer: \$46,545.30

Item No. 31: \$46,545.30

Manholes (>15-20 FT): \$46,545.30

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

Item No. 32

Manholes (>20-25 FT)

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CMH3000WT	Ring & Cover Watertight SAN Sewer	EA	3.00	\$264.11	\$792.34
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-19 H=20.25'	EA	1.00	\$3,521.59	\$3,521.59
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-29 H=23.03'	EA	1.00	\$3,923.86	\$3,923.86
CSANMHOLE	SANITARY SEWER MANHOLE Str. MG MH-30 H=20.27'	EA	1.00	\$3,475.00	\$3,475.00

McGuiffs Creek Gravity Sewer: \$11,712.79

Item No. 32: \$11,712.79

Manholes (>20-25 FT): \$11,712.79

Item No. 33

15" Sewer Plug (MG MH-31)

McGuiffs Creek Gravity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
C395248	12 - 24 TEST BALL I-SERIES QUOTING TEST BALL DUE TO LACK OF AVAILABILITY OF MECH RESTRAINT FOR THIS SIZE PIPE.	EA	1.00	\$850.31	\$850.31
SDR35P1514	15X14 SDR35 PVC Gasket Joint Sewer Pipe	FT	14.00	\$11.66	\$163.24

McGuiffs Creek Gravity Sewer: \$1,013.55

Item No. 33: \$1,013.55

15" Sewer Plug (MG MH-31): \$1,013.55

2: \$242,703.20

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

4

Item No. 54

Erosion & Sediment Control

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CPRESF3613	3 X 100 SILT FENCE With 13 STKS	EA	34.00	\$19.61	\$666.81
T140N125360	MIRAFI 140N Non Woven 12.5X360 500 SY PER ROLL, AS NEEDED.	SY	500.00	\$0.54	\$271.50
T500X125432	MIRAFI 500X Woven 12.5X432 600 SY PER ROLL, AS NEEDED.	SY	600.00	\$0.53	\$317.40
WR14180	R1 EXCEL MAT 1 NET 4X180 PER ROLL, AS NEEDED.	RL	1.00	\$33.51	\$33.51
WSR181125	SR1 STRAW MAT 1 NET 8X112.5 100SY PER ROLL, AS NEEDED.	RL	1.00	\$27.59	\$27.59

Force Main & Waterline: \$1,316.81

Item No. 54: \$1,316.81

Erosion & Sediment Control: \$1,316.81

Item No. 56

Connection to Ex. FM from Eden

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
T114314	16 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	2.00	\$184.86	\$369.72
MJLSLA16	16 X 15 Mechanical Joint C153 Long Sleeve Less Accessories	EA	1.00	\$234.80	\$234.80

Force Main & Waterline: \$604.52

Item No. 56: \$604.52

Connection to Ex. FM from Eden: \$604.52

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST 24551-2657

Item No. 57

Sewer ARV Assemblies

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
IS4CT9SP114G	1 Stainless Steel 304 150# SP114 Thread 90 Elbow	EA	20.00	\$7.79	\$155.84
R202S168072	14 X 2 Iron Pipe Double Stainless Steel Strap Saddle 16.80	EA	10.00	\$145.35	\$1,453.50
IS44NGP	1X4 SS S40 304L WLD NIP	EA	20.00	\$3.71	\$74.12
IS44NGU	1X6 SS S40 304L WLD NIP	EA	10.00	\$45.51	\$455.10
FNW200AK	2 Stainless Steel 1000# Threaded 2 Piece Full Port BV Locking Lever	EA	10.00	\$13,398.70	\$133,987.00
IS4CTBKG	2 X 1 Stainless Steel 304 150# Thread Bushing	EA	10.00	\$14.57	\$145.73
CA111311US20SB	2" SEWER COMB. ARV	EA	10.00	\$1,548.10	\$15,481.00
IS44NKM	2X3 SS S40 304L WLD NIP	EA	20.00	\$5.59	\$111.76
CSANARVVAULT	SANITARY SEWER ARV VAULT	EA	10.00	\$681.82	\$6,818.18

Force Main & Waterline: \$158,682.23

Item No. 57: \$158,682.23

Sewer ARV Assemblies: \$158,682.23

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

Item No. 58

16" PVC or DIP Force Main

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
DR25GP12	12 C900 DR25 PVC Gasket Joint Green Pipe	FT	112.00	\$11.66	\$1,305.92
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	2,185.00	\$400.00	\$874.00
MJ4LA12	12 Mechanical Joint C153 45 BEND Less Accessories	EA	2.00	\$133.20	\$266.40
MJSP12	12 Mechanical Joint C153 Solid PLUG	EA	1.00	\$70.80	\$70.80
T114291	12 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	6.00	\$89.72	\$538.34
T114307	14 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	1.00	\$141.38	\$141.38
DR25GP16	16 C905 DR25 CL165 PVC Gasket Joint Green PIP	FT	7,042.00	\$20.66	\$145,487.72
MJ1LA16	16 Mechanical Joint C153 11-1/4 BEND Less Accessories	EA	1.00	\$264.80	\$264.80
MJ2LA16	16 Mechanical Joint C153 22-1/2 BEND Less Accessories	EA	4.00	\$250.40	\$1,001.60
MJ4LA16	16 Mechanical Joint C153 45 BEND Less Accessories	EA	17.00	\$260.80	\$4,433.60
T114314	16 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	47.00	\$184.86	\$8,688.42
MJYLA1612	16 X 12 Mechanical Joint C153 Wye Less Accessories	EA	1.00	\$719.20	\$719.20
MJRLA1614	16 X 14 Mechanical Joint C153 Reducer Less Accessories	EA	1.00	\$219.60	\$219.60
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	9.00	\$36.15	\$325.38

Force Main & Waterline: \$164,337.16

Item No. 58: \$164,337.16

16" PVC or DIP Force Main: \$164,337.16

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST 24551-2657

Item No. 59

16" PVC or DIP Force Main

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	3,668.91	\$400.00	\$1,467.56
DR25GP14	14 C905 DR25 CL165 PVC Gasket Joint Green PIP	FT	12,078.00	\$15.93	\$192,378.38
MJ1LA14	14 Mechanical Joint C153 11-1/4 BEND Less Accessories	EA	3.00	\$241.60	\$724.80
MJ2LA14	14 Mechanical Joint C153 22-1/2 BEND Less Accessories	EA	3.00	\$212.00	\$636.00
MJ4LA14	14 Mechanical Joint C153 45 BEND Less Accessories	EA	13.00	\$209.20	\$2,719.60
MJSP14	14 Mechanical Joint C153 Solid PLUG	EA	1.00	\$146.80	\$146.80
D118MJ14	14 Mechanical Joint Non Lube PLUG Valve L/A	EA	1.00	\$7,998.75	\$7,998.75
T114307	14 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	41.00	\$141.38	\$5,796.43
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	13.00	\$36.15	\$470.00

Force Main & Waterline: \$212,338.32

Item No. 59: \$212,338.32

16" PVC or DIP Force Main: \$212,338.32

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

Item No. 60

16" DIP Only Force Main

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
T114215	16 Ductile Iron Mechanical Joint Restraint TUFGRIP Gland Pack	EA	6.00	\$146.01	\$876.07
MJ2LA16	16 Mechanical Joint C153 22-1/2 BEND Less Accessories	EA	1.00	\$250.40	\$250.40
MA23602316OL	16 Mechanical Joint Resilient Wedge Open Left GATE Valve Less Accessories	EA	2.00	\$6,151.32	\$12,302.65

Force Main & Waterline: \$13,429.12

Item No. 60: \$13,429.12

16" DIP only Force Main

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	75.00	\$400.00	\$30.00
ACJE50PP416	16 CL50 P-401 MJ Coupled Joint Pipe	FT	200.00	\$128.14	\$25,627.40
T114314	16 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	10.00	\$184.86	\$1,848.60
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	200.00	\$0.00	\$0.00

Force Main & Waterline: \$27,506.00

Item No. 60: \$27,506.00

16" DIP only Force Main: \$40,935.12

Item No. 61

14" DIP only Force Main

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	50.00	\$400.00	\$20.00
AFT350P14	14 CL350 Cement Lined Ductile Iron FASTITE Pipe	FT	120.00	\$26.34	\$3,160.44
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	1.00	\$0.00	\$0.00

Force Main & Waterline: \$3,180.44

Item No. 61: \$3,180.44

14" DIP only Force Main: \$3,180.44

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

Item No. 62

30" Bored Steel Casing

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
DSCP50030	30 X .500 Steel CASING Pipe	FT	168.00	\$114.13	\$19,173.84
CCS3016	30 X 16 CASING SPACER	EA	31.00	\$172.94	\$5,361.17
CCES3016	30 X 16 End Sealant	EA	4.00	\$95.29	\$381.18

Force Main & Waterline: \$24,916.19

Item No. 62: \$24,916.19

30" Bored Steel Casing: \$24,916.19

Item No. 65

Connection of 2" Waterline to Ex. 12" Waterline (@ Berry Hill Rd)

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
MH15428NK	Lead Law Compliant 2 CTS Comp X MIP Coupling	EA	1.00	\$71.70	\$71.70
M506141	Lead Law Compliant 2 CTS Stainless Steel Insert	EA	1.00	\$7.04	\$7.04

Force Main & Waterline: \$78.74

Item No. 65: \$78.74

Connection of 2" Waterline to Ex. 12" Waterline (@ Berry Hill Rd): \$78.74

Item No. 66

2" HDPE DR-9 Waterline

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	100.00	\$400.00	\$40.00
PEC9ABLK3004710	2 X 300 CTS SDR9 HDPE Pipe Blue 250 #	C	300.00	\$141.90	\$425.70
PND6104B52737	6 X 1000 NON Detectable Water Blue	EA	1.00	\$36.15	\$36.15

Force Main & Waterline: \$501.85

Item No. 66: \$501.85

2" HDPE DR-9 Waterline: \$501.85

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

Item No. 67

3" HDPE Casing Pipe or 4" SCH 80 PVC for 2" waterline

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
O31008	32 oz PVC Heavy Duty Clear Cement	EA	1.00	\$13.82	\$13.82
O30758	32 oz Purple Primer - NSF LISTED	EA	1.00	\$12.40	\$12.40
P80SCP	4 PVC Schedule 80 Slip X Slip Coupling	EA	5.00	\$863.10	\$4,315.50
P80PP	4 X 20 FT PVC Schedule 80 Plain End Pipe	C	120.00	\$17,632.05	\$21,158.46

Force Main & Waterline: \$25,500.18

Item No. 67: \$25,500.18

3" HDPE Casing Pipe or 4" SCH 80 PVC for 2" waterline: \$25,500.18

Item No. 68

PRV and Valve Box

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
CMBXC32	18 Meter F&C SLD	EA	2.00	\$34.58	\$69.15
FEXT3	18 To 30 #3 EXT Ring	EA	2.00	\$150.46	\$300.91
C00302003	30 X 30 Plastic Meter Box	EA	2.00	\$272.98	\$545.95
MH15428NK	Lead Law Compliant 2 CTS Comp X MIP Coupling	EA	5.00	\$71.70	\$358.52
M506141	Lead Law Compliant 2 CTS Stainless Steel Insert	EA	5.00	\$7.04	\$35.19
MB20283NK	Lead Law Compliant 2 FIP X FIP BALL CURB ST	EA	1.00	\$236.72	\$236.72
WLF25AUBZ3K	Lead Law Compliant 2 Water Pressure Reducing Valve	EA	1.00	\$466.79	\$466.79
MH14232NK12	Lead Law Compliant 2 X 12 Meter YOKE With Multi Stage Check	EA	1.00	\$1,174.14	\$1,174.14

Force Main & Waterline: \$3,187.37

Item No. 68: \$3,187.37

PRV and Valve Box: \$3,187.37

Berry Hill Industrial Park Phase I Sanitary Sewer - Chatham, VA

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

Item No. 70

2" HDPE DR-13.5 Waterline

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	825.00	\$400.00	\$330.00
PEI135K	2 DR13.5 IPS HDPE PIPE	FT	2,700.00	\$1.01	\$2,732.40
PND6104B52737	6 X 1000 NON Detectable Water Blue	EA	3.00	\$36.15	\$108.46
PFSSHC6836	9/16 Stainless Steel HOSE Clamp 1-3/4 - 2-3/4	EA	30.00	\$2.01	\$60.21
IBRLFICK	Lead Law Compliant 2 Brass Insert Coupling	EA	6.00	\$16.13	\$96.75
IBRLFIMAK	Lead Law Compliant 2 Brass Insert X MALE Adapter	EA	1.00	\$20.91	\$20.91

Force Main & Waterline: \$3,348.73

Item No. 70: \$3,348.73

2" HDPE DR-13.5 Waterline: \$3,348.73

4: \$638,927.66

Net Total: \$1,085,767.97

Tax: \$57,545.70

Grand Total: \$1,143,313.67

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless noted otherwise.

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FERGUSON ENTERPRISES LLC #1300

Price Quotation
Phone: 434-792-8221
Fax: 434-793-7960

Bid No: B714949
Bid Date: 09/29/20
Quoted By: KAP

Cust Phone: 434-432-8282
Terms: NET 10TH PROX

Customer: HAYMES BROTHERS INC
BERRY HILL SEWER
440 HAWKINS RD
CHATHAM, VA 24531

Ship To: HAYMES BROTHERS INC
BERRY HILL SEWER
440 HAWKINS RD
CHATHAM, VA 24531

Cust PO#: MCGUFFS CREEK

Job Name: BERRY HILL SEWER

Item	Description	Quantity	Net Price	UM	Total
	BID ITEM 23				
TW12SLDCCS30BL500	12GA SLD HFCCS PE30 WIRE BLUE 500	5500	400.000	M	2200.00
SDR35P1814	18X14 F679 PS46 PVC GJ SWR PIPE	5096	23.500	FT	119756.00
PSD6105G4	6X1000 UG DET SWR GREE	6	36.150	EA	216.90
	SUBTOTAL				122172.90

	BID ITEM 24 18" DIP				
AFT350P18	18 CL350 CL DI FASTITE PIPE	220	62.500	FT	13750.00
SP-MJCOUPLED18350	18" MJ COUPLED JOINT CLASS 350	60	158.906	FT	9534.36
MJLSLA18	18X15 MJ C153 LONG SLV L/A	2	374.400	EA	748.80
SSLDE18	18 DI MJ WDG REST GLND *ONELOK	4	186.420	EA	745.68
	SUBTOTAL				24778.84

	BID ITEM 24 16" DIP				
SP-MJCJ16(50)	16" MJ COUPLED JOINT PIPE CLASS 50	120	133.847	FT	16061.64
AFT350P16	16 CL350 CL DI FASTITE PIPE	140	52.000	FT	7280.00
MJLSLA16	16X15 MJ C153 LONG SLV L/A	2	307.440	EA	614.88
T114215	16 DI MJ REST TUFGRIP GLND PK	4	171.709	EA	686.84
TW12SLDCCS30BL500	12GA SLD HFCCS PE30 WIRE BLUE 500	500	400.000	M	200.00
	SUBTOTAL				24843.36

	BID ITEM 16 30" BORED				
DSCP50030	30 X .500 STL CASING PIPE	110	12500.000	C	13750.00
SP-16X30SPIDER	16X30 SPIDER	20	175.000	EA	3500.00
CCES0117403000	16X30 END SEAL	2	110.000	EA	220.00
	SUBTOTAL				17470.00

	FRAME AND COVERS				
CMH3000WT	R&C W/TITE SAN SWR	31	388.665	EA	12048.62
	FREIGHT FRAME COVERS				750.00
	SUBTOTAL				12798.62

	15" STUB OUT				
SDR35P1514	15X14 SDR35 PVC GJ SWR PIPE	28	14.000	FT	392.00
MUL043962	15 PVC SWR GSKT CAP	1	221.016	EA	221.02
	SUBTOTAL				613.02



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<https://survey.medallia.com/?bidsorder&fc=535&on=515556>

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Fax: 434-793-7960

09:37:11 OCT 12 2020

Reference No: B714949

Item	Description	Quantity	Net Price	UM	Total
----	PRICES GOOD ORDER IN 30 DAYS, SHIP IN 60 DAYS FROM 10-1-20				

Net Total:	\$202676.74
Tax:	\$10741.88
Freight:	\$0.00
Total:	\$213418.62

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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PRECAST STRUCTURE COST ESTIMATE

Bidders
Berry Hill Commerce Ph.1
Pittsylvania County, VA

20180211

2/14/2018

1 of 2

Bid Date

Sheet

Approximate Costs

Structure Number	Tindall Series	Required Depth (ft)	Precast Depth (ft)	Precast Cost	Invert Cost	Invert Type	Sealant	Connectors	Iron	Coating	Other	TOTALS
ARV 114+65	G48	4.71	4.83	\$336	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$439
ARV 128+34	G48	4.71	4.83	\$336	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$439
ARV 132+00	G48	4.71	4.83	\$336	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$439
ARV 138+21	G48	4.71	4.83	\$336	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$439
ARV 161+12	G48	7.50	7.50	\$502	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$605
ARV 158+22	G48	6.50	6.17	\$418	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$521
ARV 176+82	G48	4.71	4.83	\$336	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$439
✓ARV 58+50	G48	4.71	4.83	\$336	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$439
✓ARV 73+92	G48	4.71	4.83	\$336	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$439
ARV 84+55	G48	4.71	4.83	\$336	\$0	(none)	\$43	\$60	\$0	\$0	\$0	\$439
HW-MH	G48	8.04	7.46	\$1,388	\$0	3/4 Invert	\$43	\$282	\$0	\$0	\$0	\$1,713
LM MH-01	G48	5.32	4.83	\$1,060	\$0	3/4 Invert	\$22	\$130	\$0	\$0	\$0	\$1,212
LM MH-01A	G48	16.00	16.00	\$1,588	\$177	3/4 Invert	\$87	\$65	\$0	\$0	\$0	\$1,917
LM MH-02	G48	4.88	4.83	\$1,060	\$0	3/4 Invert	\$22	\$130	\$0	\$0	\$0	\$1,212
LM MH-03	G48	4.66	4.67	\$915	\$177	3/4 Invert	\$22	\$65	\$0	\$0	\$0	\$1,179
LM MH-1A	G48	16.00	16.00	\$1,599	\$177	3/4 Invert	\$87	\$65	\$0	\$0	\$0	\$1,928
MG MH-01	G48	8.79	8.83	\$1,355	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,602
MG MH-02	G48	8.92	8.83	\$1,355	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,602
MG MH-03	G48	10.07	9.50	\$1,384	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,631
MG MH-04	G48	11.04	10.83	\$1,502	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,771
MG MH-05	G48	11.03	10.83	\$1,502	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,771
MG MH-06	G48	11.74	11.50	\$1,531	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,800
MG MH-07	G48	11.58	11.50	\$1,531	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,800
MG MH-08	G48	11.76	11.50	\$1,531	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,800
MG MH-09	G48	16.97	16.83	\$1,823	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,114
MG MH-10	G48	16.66	16.17	\$1,794	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,085
MG MH-11	G48	16.05	15.50	\$1,765	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,056
MG MH-12	G48	15.05	14.83	\$1,736	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,027
MG MH-13	G48	14.67	14.17	\$1,653	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,922
MG MH-14	G48	17.27	16.83	\$1,823	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,114
MG MH-15	G48	13.78	13.50	\$1,618	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,887
MG MH-16	G48	15.27	14.83	\$1,736	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,027
MG MH-17	G48	15.36	14.83	\$1,736	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,027
MG MH-18	G48	17.59	17.50	\$1,852	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,143
MG MH-19	G48	20.25	20.17	\$2,028	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,340
MG MH-20	G48	16.86	16.83	\$1,823	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,114
MG MH-21	G48	16.02	15.50	\$1,765	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,056
MG MH-22	G48	13.79	13.50	\$1,618	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,887
MG MH-23	G48	15.46	15.50	\$1,765	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,056
MG MH-24	G48	12.24	12.17	\$1,560	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,829
MG MH-25	G48	14.76	14.83	\$1,736	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,027
MG MH-26	G48	19.66	19.50	\$1,999	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,311
MG MH-27	G48	19.93	19.50	\$1,999	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,311
MG MH-28	G48	19.98	19.50	\$1,999	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,311
MG MH-29	G48	23.03	22.83	\$2,204	\$0	3/4 Invert	\$130	\$204	\$0	\$0	\$0	\$2,538



PRECAST STRUCTURE COST ESTIMATE

Bidders
Berry Hill Commerce Ph.1
Pittsylvania County, VA

20180211

2/14/2018	2 of 2
Bid Date	Sheet

MG MH-30	G48	20.27	20.17	\$2,028	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,340
MG MH-31	G48	7.75	7.50	\$1,297	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,544
TR MH-01	G72	9.84	9.33	\$1,876	\$635	3/4 Invert	\$56	\$345	\$0	\$0	\$0	\$2,912
TR MH-02	G48	4.64	4.83	\$1,121	\$0	3/4 Invert	\$22	\$204	\$0	\$0	\$0	\$1,347
TR MH-03	G48	4.86	4.83	\$1,121	\$0	3/4 Invert	\$22	\$204	\$0	\$0	\$0	\$1,347
TR MH-04	G48	7.32	6.83	\$1,263	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,510
TR MH-05	G48	9.92	9.50	\$1,384	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,631
TR MH-06	G48	7.50	7.50	\$1,298	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,545
TR MH-07	G48	10.64	10.17	\$1,419	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,666
TR MH-08	G48	7.77	7.50	\$1,297	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,544
TR MH-09	G48	13.18	12.83	\$1,589	\$0	3/4 Invert	\$65	\$248	\$0	\$0	\$0	\$1,902
TR MH-10	G48	15.92	15.50	\$1,765	\$0	3/4 Invert	\$87	\$190	\$0	\$0	\$200	\$2,242
TR MH-11	G48	7.97	7.50	\$1,289	\$0	3/4 Invert	\$43	\$176	\$0	\$0	\$0	\$1,508
TR MH-12	G48	6.95	6.50	\$1,214	\$0	3/4 Invert	\$43	\$176	\$0	\$0	\$0	\$1,433
TR MH-13	G48	9.73	9.50	\$1,376	\$0	3/4 Invert	\$43	\$176	\$0	\$0	\$0	\$1,595
TR MH-14	G48	10.15	10.17	\$1,411	\$0	3/4 Invert	\$43	\$176	\$0	\$0	\$0	\$1,630
TR MH-15	G48	10.50	10.17	\$1,411	\$0	3/4 Invert	\$43	\$176	\$0	\$0	\$0	\$1,630
TR MH-16	G48	14.94	14.67	\$1,472	\$231	3/4 Invert	\$65	\$153	\$0	\$0	\$0	\$1,921
TR MH-17	G48	15.11	14.83	\$1,675	\$0	3/4 Invert	\$87	\$130	\$0	\$0	\$0	\$1,892
TR MH-18	G48	7.14	6.83	\$1,202	\$0	3/4 Invert	\$43	\$130	\$0	\$0	\$0	\$1,375
TR MH-19	G48	7.47	7.50	\$1,236	\$0	3/4 Invert	\$43	\$195	\$0	\$0	\$0	\$1,474
TR MH-20	G48	11.34	10.83	\$1,441	\$0	3/4 Invert	\$65	\$130	\$0	\$0	\$0	\$1,636
TR MH-21	G48	13.88	13.33	\$1,423	\$177	3/4 Invert	\$65	\$195	\$0	\$0	\$0	\$1,860

Number of Structures: ~~28~~ 28

Approx. Totals: 762.63 \$93,549 \$1,574 \$4,232 \$11,685 \$0 \$0 \$200 \$111,240

Heavy Component Weight G72-48B: Weight(lbs) = 10866

Notes:

1. Alternate Tindall Tee series will be supplied.
2. Quote based on smooth wall pipes with and OD of PVC or DIP. If ribbed pipe is used Customer must supply a smooth wall PVC adaptor.
3. Does not include any type coating, liner or admixtures.

The information provided above is based on our takeoff standard of standard products as sold by Tindall Corporation and provided for your use in comparison only. Any items ordered will be invoiced as described in the attached quotation. This estimate is also based on matching pipe crowns which may require a change in the influent pipe elevations.

ARV 3+00
17+80
23+38
58+50
73+92

PRECAST STRUCTURE COST ESTIMATE

Bidders

20180360

Berry Hill Commerce Ph.1 Other

3/14/2018

1 of 1

Pittsylvania County, VA

Bid Date

Sheet

Approximate Costs

Structure Number	Tindall Series	Required Depth (ft)	Precast Depth (ft)	Precast	Invert Cost	Invert Type	Sealant	Connectors	Iron	Coating	Other	TOTALS
MG MH-01	G48	8.79	8.83	\$1,502	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,749
MG MH-02	G48	8.92	8.83	\$1,502	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,749
MG MH-03	G48	10.07	9.50	\$1,531	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,778
MG MH-04	G48	11.04	10.83	\$1,649	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,918
MG MH-05	G48	11.03	10.83	\$1,649	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,918
MG MH-06	G48	11.74	11.50	\$1,678	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,947
MG MH-07	G48	11.58	11.50	\$1,678	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,947
MG MH-08	G48	11.76	11.50	\$1,678	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,947
MG MH-09	G48	16.97	16.83	\$1,970	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,261
MG MH-10	G48	16.66	16.17	\$1,941	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,232
MG MH-11	G48	16.05	15.50	\$1,912	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,203
MG MH-12	G48	15.05	14.83	\$1,883	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,174
MG MH-13	G48	14.67	14.17	\$1,800	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$2,069
MG MH-14	G48	17.27	16.83	\$1,970	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,261
MG MH-15	G48	13.78	13.50	\$1,765	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$2,034
MG MH-16	G48	15.27	14.83	\$1,883	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,174
MG MH-17	G48	15.36	14.83	\$1,883	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,174
MG MH-18	G48	17.59	17.50	\$1,999	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,290
MG MH-19	G48	20.25	20.17	\$2,175	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,487
MG MH-20	G48	16.86	16.83	\$1,970	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,261
MG MH-21	G48	16.02	15.50	\$1,912	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,203
MG MH-22	G48	13.79	13.50	\$1,765	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$2,034
MG MH-23	G48	15.46	15.50	\$1,912	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,203
MG MH-24	G48	12.24	12.17	\$1,707	\$0	3/4 Invert	\$65	\$204	\$0	\$0	\$0	\$1,976
MG MH-25	G48	14.76	14.83	\$1,883	\$0	3/4 Invert	\$87	\$204	\$0	\$0	\$0	\$2,174
MG MH-26	G48	19.66	19.50	\$2,146	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,458
MG MH-27	G48	19.93	19.50	\$2,146	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,458
MG MH-28	G48	19.98	19.50	\$2,146	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,458
MG MH-29	G48	23.03	22.83	\$2,351	\$0	3/4 Invert	\$130	\$204	\$0	\$0	\$0	\$2,685
MG MH-30	G48	20.27	20.17	\$2,175	\$0	3/4 Invert	\$108	\$204	\$0	\$0	\$0	\$2,487
MG MH-31	G48	7.75	7.50	\$1,444	\$0	3/4 Invert	\$43	\$204	\$0	\$0	\$0	\$1,691

Number of Structures: 31

Approx. Totals: 455.83 \$57,605 \$0 \$2,467 \$6,324 \$0 \$0 \$0 \$66,396

Heavy Component Weight T18-24B75: Weight(lbs) = 5882

Notes:

1. Alternate Tindall Tee series will be supplied.
2. Quote based on smooth wall pipes with and OD of PVC or DIP. If ribbed pipe is used, Customer must supply a smooth wall PVC adaptor.
3. Does not include any type coating, liner or admixtures.
4. Inverts are flat, Customer must obtain fall by raising pipe in boot (if needed).

The information provided above is based on our takeoff standard of standard products as sold by Tindall Corporation and provided for your use in comparison only. Any items ordered will be invoiced as described in the attached quotation. This estimate is also based on matching pipe crowns which may require a change in the influent pipe elevations.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5C
Meeting Date:	November 9, 2020
Subject:	RIFA Attorney
From:	Ken Larking, Danville City Manager

SUMMARY

A committee consisting of RIFA Board Members Ron Searce and Lee Vogler, County Administrator David Smitherman, and City Manager Ken Larking interviewed two firms interested in serving as RIFA attorney. It was determined that Christian & Barton, LLP was the most qualified law firm to perform these duties. Following a few weeks of negotiation on the contract, staff recommends hiring Michael Guanzon of Christian & Barton to serve as RIFA's attorney through December 31, 2021. After that, subsequent agreements will be on a calendar basis.

ATTACHMENTS

Proposed legal services agreement.

AMENDMENT TO CHRISTIAN & BARTON PROPOSAL

Amendments to Attachment F: Proposed Fee Structure

HOURLY FEE WORK

As set forth in our response dated March 18, 2020, to the Request for Qualifications (the “Christian & Barton Proposal”), we propose the following:

Discounted Blended Hourly Rate Proposal: The proposal entails a single blended hourly rate for the professional services of the Firm’s partner and associates.

<u>Professional</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
All Attorneys	\$290	\$295	\$300
Paralegals	\$130	\$135	\$140

Further, as has been our custom, RIFA would not be charged for attorney travel time to and from regularly scheduled RIFA Board of Directors meetings (and if requested by RIFA, “pre-RIFA” meetings). All other in-person meetings to Danville/Pittsylvania County requested by RIFA staff would be charged at the applicable hourly rate, based on a three-hour one-way trip by car.

PROJECT BUDGET FOR HOURLY FEE WORK

Prior to working on a particular recruitment project or real estate construction/development work, we propose that we will discuss an estimated budget and an allocation of tasks that can be performed by RIFA staff.

Amendments to Attachment A: Scope of Work

PARTICULAR ALLOCATIONS/DISTRIBUTIONS OF WORK

- RIFA Secretary would be responsible for maintaining all official documents and would prepare the agendas.
- RIFA Staff would prepare first drafts of resolutions and agenda memos. Our firm would review and approve resolutions as to legal form.
- We would approve all legal documents for legal sufficiency and would advise, as needed, on protections for agreed-upon business terms.
- The Economic Development Director from the jurisdiction that has the Vice Chair appointment would run the pre-RIFA meeting.
- The pre-RIFA meeting would consist of RIFA Secretary, the Economic Development Directors, the City Manager, the County Administrator and if requested by RIFA staff, our firm. The focus of the meeting would be creating the agenda.
- Drafts of any letters of intent would be written by RIFA staff and then reviewed by our firm.
- RIFA Staff should use City and/or County attorneys for basic legal questions before engaging our firm.
- RIFA Staff should seek guidance from the City Manager or the County Administrator before consulting with our firm.

Amendments to Term of Engagement

Unless sooner terminated by either party in writing, the initial term of this engagement would begin on November 9, 2020, and end on December 31, 2021 (the “**Initial Term**”). At the end of the Initial Term, this engagement would automatically renew on a month-to-month basis with each party having the right to terminate this engagement upon giving written notice to the other party.

Except as amended in this Amendment, all other terms, provisions, and conditions of the Christian & Barton Proposal shall remain in full force and effect.

Sincerely,

CHRISTIAN & BARTON, L.L.P.

Dated as of 11/09/2020

By: _____
Michael C. Guanzon

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5D
Meeting Date:	November 9, 2020
Subject:	Financial Status Reports – October 31, 2020
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through October 31, 2020 will be provided at the meeting. The financial status reports as of October 31, 2020 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of October 31, 2020 as presented.

ATTACHMENTS

Financial Status Reports

**Danville - Pittsylvania Regional Industrial Facility
Authority**

Financial Status

Table of Contents

- A. \$7.3 Million Bonds - Cane Creek Centre
- B. General Expenditures for FY2021
- C. SVMS at Berry Hill – Funding Other than Bond Funds
- D. SVMS at Berry Hill – Lot 4 Site Development
- E. SVMS at Berry Hill – Lot 8 Site Development
- F. SVMS at Berry Hill – Water & Sewer
- G. Rent, Interest, and Other Income Realized
- H. Monthly Checks
- I. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

\$7,300,000 Bonds for Cane Creek Centre - Issued in August 2005 ⁷

As of October 31, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
Funds from bond issuance	\$7,300,000.00				
Issuance cost	(155,401.33)				
Refunding cost ⁷	(52,500.00)				
Bank fees	(98.25)				
Interest earned to date	486,581.70				
 Cane Creek Parkway ³		\$3,804,576.00	\$3,724,241.16	\$ -	
Swedwood Drive ²		69,414.00	69,414.00	-	
Cane Creek Centre entrance ³		72,335.00	53,878.70	-	
Financial Advisory Services		9,900.00	9,900.00	-	
Dewberry contracts ¹		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant ^{4, 5}		76,986.46	50,001.62	26,984.84	
Land		-	2,792,945.57	-	
Demolition services		71,261.62	71,261.62	-	
Legal fees		-	247,837.83	-	
CCC - Lots 3 & 9 project - RIFA Local Share ⁶		142,190.00	112,464.98	-	
Other expenditures		-	347,194.30	-	
 Total	\$ 7,578,582.12	\$ 4,316,245.58	\$ 7,548,722.28	\$ 26,984.84	\$ 2,875.00

Notes:

¹ Dewberry Contracts consist of wetland, engineering, surveying and site preparation

² Funds being used to cover City and County matching contributions for a VDOT grant for Swedwood Drive

³ Project completed under budget

^{*} In September 2008 the outstanding principal balance of \$6,965,000 on the Series 2005 Cane Creek Project Revenue Bonds was tendered and not remarketed. These bonds were converted to bank bonds and are now subject to the Credit and Reimbursement agreement the Authority has with Wachovia Bank. The remarketing agent will continue its attempt to remarket these bonds in order to convert them back to Variable Rate Revenue Bonds. As a result, it is likely that the City and County will have to contribute additional funds in order to make future interest payments on the letter of credit attached to these bonds.

⁴ These contracts were originally to be paid by the \$1.7M Special Projects Grant, this grant has expired and the TIC did not issue an extension. The remaining amounts of the contract will be paid using bond funds.

⁵ The budget amount decreased \$71,279.61 from the 9/30/2010 reports. This amount represented the remaining budget amount carried from the \$1.7 SP grant upon its expiration for the following contracts: Wetland Delineation, Wetland Bank Plan Rev., Stream Concept Plan, & Stream Attribute Plan. Per Shawn Harden of Dewberry, these contracts are complete and finished under budget. The only contract that remains open is for Wetland Monitoring and the budget, expended, and encumbered amounts included here are only for this contract.

⁶ This line item represents the amount of expenditures on the "CCC - Lots 3 & 9" budget sheet that is covered by bond funds. RIFA's local share of 5% of these project costs is being covered by these bond funds. Project finished under original budget.

⁷ The \$7.3 million bonds were refunded on 8/1/2013 with the issuance of refunding bonds in the amount of \$5,595,000.

Road Summary-Cane Creek Parkway:

English Contract-Construction	\$ 5,363,927.00
Change Orders	165,484.50
Expenditures over contract amount	3,579.50
(Less) County's Portion of Contract	(935,207.00)
(Less) Mobilization Allocated to County	(9,718.00)
Portion of English Contract Allocated to RIFA	4,588,066.00
Dewberry Contract-Engineering	683,850.00
Total Road Contract Allocated to RIFA	\$ 5,271,916.00

Funding Summary - Cane Creek Parkway

VDOT	\$ 1,467,340.00
Bonds	3,804,576.00
	\$ 5,271,916.00

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2021

As of October 31, 2020

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<i>Funding</i>					
City Contribution	\$ 25,000.00				
County Contribution	25,000.00				
Carryforward from FY2020	(50,019.37)				
Transfer from Unrestricted Fund Balance	200,000.00				
<i>Contingency</i>					
Miscellaneous contingency items		\$ 10,000.00	\$ 2,075.00	\$ -	\$ 7,925.00
<i>Total Contingency Budget</i>		10,000.00	2,075.00	-	7,925.00
<i>Legal</i>		160,080.63	40,140.50	-	119,940.13
<i>Accounting</i>		22,400.00		-	22,400.00
<i>Annual Bank Fees</i>		-		-	-
<i>Postage & Shipping</i>		100.00		-	100.00
<i>Meals</i>		4,000.00	760.17	-	3,239.83
<i>Utilities</i>		400.00	92.10	-	307.90
<i>Insurance</i>		3,000.00	2,353.00	-	647.00
<i>Total</i>		\$ 199,980.63	\$ 45,420.77	\$ -	<u>\$ 154,559.86</u>

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of October 31, 2020

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
City contribution	\$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property ^{1, 4}	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Tobacco Comm. FY10 SSED Allocation - Eng. Portion Deobligated	(244,797.00)				
Local Match for TIC FY10 SSED Allocation - Engineering Portion ⁵	76,067.61				
Additional funds allocated by RIFA Board on 1/14/2013 ⁶	11,854.39				
TIC #2264 - Phase II Land and Engineering	3,700,000.00				
VA Economic Development Partnership MEI Grant Funds	577,503.14				
Land					
Klutz property		\$ 8,394,553.50	\$ 8,394,553.50	\$ -	
Canter property ²		1,200,000.00	1,200,000.00	-	
Adams property		37,308.00	37,308.00	-	
Carter property		5,843.00	5,843.00	-	
Jane Hairston property		1,384,961.08	1,384,961.08	-	
Bill Hairston property		201,148.00	201,148.00	-	
Shoffner Property		1,872,896.25	1,872,896.25	-	
401 Buford Road		246,082.96	246,082.96	-	
Off State Road 1055		181,890.19	181,890.19	-	
604 Buford Road		361,896.60	361,896.60	-	
Other					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis ³		990,850.00	987,879.29	2,970.71	
Consulting Services - McCallum Sweeney ⁷		115,000.00	103,796.85	-	
Dewberry Engineers (related to #2264)		160,500.00	160,500.00	-	
Dewberry Engineers		378,439.14	356,595.00	21,844.14	
Appalachian Power Company		1,655,000.00	678,500.00	976,500.00	
Banister Bend Farm, LLC		199,064.00	199,064.00	-	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project ⁸		-	11,203.15	-	
Total	\$ 18,509,027.97	\$ 17,414,397.72	\$ 16,413,082.87	\$ 1,001,314.85	\$ 1,094,630.25

¹ This figure does not include the interest the City lost from the uninvested funds, which was paid to the City 1/3/2012 and totaled \$144,150.41.

² Settlement fees were drawn from bonds issued for the Berry Hill project 12/1/2011.

³ This contract was originally for \$814,500, but has been amended to include a traffic impact analysis, and a cemetery survey. \$740,000 was covered by the FY09 Tobacco Allocation. \$162,928 was covered by the FY10 Tobacco Allocation. \$87,922 will be covered with RIFA Funds.

⁴ RIFA paid the City back for all advances on 1/3/2012.

⁵ The RIFA Board approved to utilize the remaining funds from the Mega Park bond funds and approximately \$65,000 of the 'Funds Available for Appropriation' towards the local match for the engineering portion of Tobacco Commission grant #1916 for the Berry Hill Mega Park.

⁶ Due to the expiration of the Tobacco Commission FY10 SSED Allocation, the RIFA Board approved on 1/14/2013 to utilize \$11,854.39 of the 'Funds Available for Appropriation' to cover the funding shortfall for the budgeted Dewberry & Davis contract.

⁷ Unencumbered the remaining \$11,203.15 due to termination of contract.

⁸ As approved by RIFA Board on 10/16/2014

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Lot 4 Site Development
As of October 31, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
Tobacco Commission FY12 Megasite Allocation	\$ 6,208,153.00				
Local Match for TIC FY12 Megasite Allocation - County Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - City Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - RIFA Portion ²	181,000.00				
Transfer in from "Mega Park - Funding Other than Bond Funds" Budget ³	11,203.15				
Expenditures					
Dewberry Engineers Inc.		1,707,562.81	1,707,562.81	-	
Jones Lang LaSalle		95,000.00	95,000.00	-	
Jones Lang LaSalle - Economic Analysis		12,000.00	12,000.00	-	
VA Water Protection Permit Fee		57,840.00	57,840.00	-	
Wetlands Studies and Solutions, Inc.		77,027.64	77,027.64	-	
Banister Bend Farm, LLC - Wetland and Stream Credits		122,968.00	122,968.00	-	
DEQ - Construction Activity General Permit		11,860.00	11,860.00	-	
Haymes Brothers, Inc. - Construction on Phase 1 Graded Pad		4,243,151.21	4,243,151.21	-	
Haymes Brothers, Inc. - Phase 1 Pad A Extension/Expansion		1,679,616.89	1,679,616.89	-	
Transfers to "General Expenditures Fiscal Year 2015" Contingency ³					
Jones Lang LaSalle - Market Analysis Study		(95,000.00)	(95,000.00)	-	
Jones Lang LaSalle - Economic Analysis		(12,000.00)	(12,000.00)	-	
Total	\$ 7,900,356.15	\$ 7,900,026.55	\$ 7,900,026.55	\$ -	<u>\$ 329.60</u>

¹ \$300,000 of this was received from each locality 6-2014. \$450,000 received 8-2014. \$450,000 received 9-2014.

² The RIFA Board approved on 2/11/2013 to transfer the remaining funds of \$175,316.17 from the "Funds Available for Appropriation" budget sheet and funds of \$5,683.83 from the "Rent, Interest, and Other Income Realized" budget sheet to use for the RIFA local match to Tobacco Commission grant #2491 for Berry Hill Mega Park Lot 4 Site Development.

³ As approved by RIFA Board on 10/16/2014 (\$108,603.35 of expenditures for Dewberry Engineers, Inc. was also transferred from remaining unexpended and unencumbered costs under Amendment #4)

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Lot 8 Site Development

As of October 31, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #3358 Site Improvements for Project Lignum					
Tobacco Commission Grant	\$ 2,624,800.00				
Expenditures					
Dewberry Engineers Inc.		89,300.00	82,800.00	6,500.00	
Total	\$ 2,624,800.00	\$ 89,300.00	\$ 82,800.00	\$ 6,500.00	\$ 2,535,500.00

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Water & Sewer

As of October 31, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #2641 Phase I Sanitary Sewer					
Tobacco Commission Grant 2641	\$ 4,840,977.86				
Local Match for Contractual Services	274,926.43				
Local Match for Property & Imp.	262,960.00				
TIC #3011 Water System Improvements Phase II					
Tobacco Commission Grant 3011	2,241,567.00				
Local Match for Property & Imp.	224,160.00				
City of Danville Utilities	1,949,168.76				
Expenditures					
Dewberry Engineers Inc.		1,019,764.99	721,189.99	298,575.00	
Haymes Brothers, Inc. - Phase I Sanitary Sewer		5,092,668.30	5,092,668.30	-	
Haymes Brothers, Inc. - Phase I Sanitary Sewer (City)		1,335,128.76	501,036.61	834,092.15	
C.W. Cauley & Son - Phase 1 Water		1,843,540.00	950,565.25	892,974.75	
Norfolk Southern Railway Company		22,300.00	22,300.00	-	
Pittsylvania County Service Authority		1,475.00	1,475.00	-	
Treasurer of Virginia		7,900.00	7,900.00	-	
AECOM		5,000.00	5,000.00	-	
BH Media Group, Inc.		296.00	296.00	-	
Danville Register & Bee		600.00	600.00	-	
Total	\$ 9,793,760.05	\$ 9,328,673.05	\$ 7,303,031.15	\$ 2,025,641.90	\$ 465,087.00

Danville-Pittsylvania Regional Industrial Facility Authority

Rent, Interest, and Other Income Realized for Fiscal Year 2021

As of October 31, 2020

Source of Funds	Funding		Receipts FY2021	Expenditures FY2021	Unexpended / Unencumbered
	<u>Carryforward from FY2020</u>	<u>Receipts Current Month</u>			
<u>Carryforward</u>	\$ 1,034,570.10				
<u>Current Lessees</u>					
Institute for Advanced Learning and Research (IALR) ¹		\$ 25,147.98	\$ 101,385.48		
Total Rent		\$ 25,147.98	\$ 101,385.48		
<u>Interest Received</u> ²		\$ -	\$ 154.91		
<u>Miscellaneous Income</u>		\$ 1,057.00	\$ 4,228.00		
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee				\$ 76,237.50	
Hawkins Research Bldg. Repairs & Maintenance				\$ 868.36	
Transfer to General Expenditures budget				\$ 200,000.00	
Disbursements for Gerfertec incentives				\$ 8,458.68	
Totals	\$ 1,034,570.10	\$ 26,204.98	\$ 105,768.39	\$ 285,564.54	\$ 854,773.95
				Restricted ¹	\$ 337,974.68
				Unrestricted	\$ 17,454.96
				Committed	\$ 499,344.31

¹ Please note that rent proceeds must be used in accordance with the U.S. Economic Development Administration's (EDA) Standard Terms and Conditions

² Please note that this is only interest received on RIFA's general money market account.

Danville-Pittsylvania Regional Ind. Facility Authority
Check Detail
October 2020

<u>Check Number</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Paid Amount</u>
WIRE	10/20/2020	City of Danville	30.70
2364	10/13/2020	Dewberry Engineers Inc.	114,270.00
2365	10/13/2020	Haymes Brothers, Inc	62,482.66
2366	10/13/2020	IALR	254.00
2367	10/13/2020	IALR	2,114.67
2368	10/13/2020	IALR	25,412.50
2369	10/13/2020	Christian & Barton, LLP	40,140.50
2370	10/13/2020	Luck's Lawn Care Inc.	75.00

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position ^{1, 2}
October 31, 2020*

	Unaudited FY 2021
Assets	
<u>Current assets</u>	
Cash - checking	\$ 160,005
Cash - money market	456,104
<i>Total current assets</i>	<u>616,109</u>
<u>Noncurrent assets</u>	
Restricted cash - project fund CCC bonds	36,360
Restricted cash - debt service fund CCC bonds	506,399
Capital assets not being depreciated	24,560,850
Capital assets being depreciated, net	22,136,588
Construction in progress	19,115,392
<i>Total noncurrent assets</i>	<u>66,355,589</u>
Total assets	<u>66,971,698</u>
Liabilities	
<u>Current liabilities</u>	
Accrued interest	37,496
Economic development payable - current portion	37,344
Bonds payable - current portion	445,000
<i>Total current liabilities</i>	<u>519,840</u>
<u>Noncurrent liabilities</u>	
Economic development payable - less current portion	315,000
Bonds payable - less current portion	1,675,000
<i>Total noncurrent liabilities</i>	<u>1,990,000</u>
Total liabilities	<u>2,509,840</u>
Net Position	
Net investment in capital assets	63,729,190
Restricted - debt reserves	506,399
Unrestricted	226,269
Total net position	<u>\$ 64,461,858</u>

¹ Please note this balance sheet does not include the Due to/Due from between the County and the City since it nets out and only changes at fiscal year-end.

² Please note this balance sheet does not include all general accounts receivable or accounts payable at the month-end date. This is because information regarding accrued receivables/payables is not available at the time of statement preparation.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Revenues and Expenses and Changes in Fund Net Position
October 31, 2020*

	Unaudited FY 2021
Operating revenues	
Rental income	104,860
Total operating revenues	<u>104,860</u>
Operating expenses⁴	
Mega Park expenses ³	866,617
Cane Creek Centre expenses ³	12,364
Cyber Park expenses ³	92,037
Professional fees	19,629
Other operating expenses	4,387
Total operating expenses	<u>995,034</u>
Operating income (loss)	<u>(890,174)</u>
Non-operating revenues (expenses)	
Interest income	155
Interest expense	(37,496)
Total non-operating expenses, net	<u>(37,341)</u>
Net income (loss) before capital contributions	<u>(927,515)</u>
Capital contributions	
Contribution - City of Danville	278,380
Contribution - Pittsylvania County	282,608
Total capital contributions	<u>560,988</u>
Change in net position	<u>(366,527)</u>
Net position at July 1, 2020	<u>64,828,385</u>
Net position at October 31, 2020	<u><u>\$ 64,461,858</u></u>

³ A portion or all of these expenses may be capitalized at fiscal year-end.

⁴ Please note that most non-cash items, such as depreciation and amortization, are not included here until year-end entries are made.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
October 31, 2020*

	Unaudited FY 2021
Operating activities	
Receipts from grant reimbursement requests	\$ 561,240
Receipts from leases	101,385
Other receipts	253,715
Payments to suppliers for goods and services	(2,181,855)
Net cash used by operating activities	(1,265,515)
Capital and related financing activities	
Capital contributions	560,988
Interest paid on bonds	(37,496)
Net cash provided by capital and related financing activities	523,492
Investing activities	
Interest received	155
Net cash provided by investing activities	155
Net increase (decrease) in cash and cash equivalents	(741,868)
Cash and cash equivalents - beginning of year (including restricted cash)	1,900,736
Cash and cash equivalents - through October 31, 2020 (including restricted cash)	\$ 1,158,868
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ (890,174)
Changes in assets and liabilities:	
Change in other receivables	814,955
Change in accounts payable	(1,186,821)
Change in unearned income	(3,475)
Net cash used by operating activities	\$ (1,265,515)

Components of cash and cash equivalents at October 31, 2020:

American National - Checking	\$ 160,005
American National - General money market	456,104
Wells Fargo - \$7.3M Bonds CCC Debt service fund	506,399
Wells Fargo - \$7.3M Bonds CCC Project fund	36,360
	\$ 1,158,868

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 6ABCDEFG

Meeting Date: 11/09/2020

Subject: Closed Session

From: Chairman

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and
- C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and
- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

RETURN TO OPEN SESSION

- E. Reinstatement/Unmuting of Conference Line.
- F. Confirmation of Motion and Vote to Reconvene in Open Meeting.
- G. Motion to Certify Closed Meeting.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 7A
Meeting Date:	11/09/2020
Subject:	Resolution 2020-11-09-7A
From:	Mr. Guanzon

SUMMARY

The Board will be asked to Consider Resolution 2020-11-09-7A approving the submission of three applications to register federal trademark registration.

ATTACHMENTS

No written resolution

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 8
Meeting Date:	November 9, 2020
Subject:	Communications from Staff
From:	Matthew Rowe, Pittsylvania County Director of Economic Development

Update on Morgan Olsen Way

Update of MVP

Attachments

BOS Resolution

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2020-10-01**

**RESOLUTION REQUESTION MORGAN OLSON WAY BE ADDED TO VDOT'S
SECONDARY SYSTEM OF STATE HIGHWAYS**

At the Business Meeting of the Pittsylvania County Board of Supervisors ("Board"), held on Tuesday, August 10, 2020, in the Gallery Room of the Chatham Community Center, the following Resolution was presented and adopted:

WHEREAS, the street described on the attached Additions Form AM-4.3, fully incorporated herein by reference, are shown on plats recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, and

WHEREAS, Virginia Department of Transportation ("VDOT") representatives have advised this Board that the street meet the requirements established by VDOT's Subdivision Street Requirements.

NOW, THEREFORE, BE IT RESOLVED, this Board requests VDOT to add the street described on the attached Additions Form AM-4.3 to the secondary system of state highways, pursuant to §§ 33.2-705 and 33.2-1509, Code of Virginia, 1950, as amended, and VDOT's Subdivision Street Requirements, after receiving a copy of this Resolution and all outstanding fees and documents required of the developer, whichever occurs last in time.

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills, and drainage, and

BE IT FINALLY RESOLVED, that a certified copy of this Resolution be forwarded to the VDOT's Resident Engineer.

Given under my hand this 20th day of October, 2020.



A handwritten signature in black ink, appearing to read "Robert W. Warren".

Robert ("Bob") W. Warren, Chairman
Pittsylvania County Board of Supervisors

A handwritten signature in black ink, appearing to read "David M. Smitherman".

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors