



**City of Danville, Virginia**  
**Industrial Development Authority of Danville**

P.O. Box 3300  
Danville, Virginia 24543

June 9, 2017

**NOTICE OF MEETING**

TO: T. Neal Morris                      Russell D. Reynolds  
C.G. Hairston                              Landon R. Wyatt  
Richard L. Turner                        Dr. Max Glass  
John Laramore

A meeting of the Industrial Development Authority of Danville, Virginia has been called by the Chairman for Tuesday, Jun 13, 2017, at **\*\* 10:30 a.m.\*\*** in the **\*\*\*City Council Conference Room, 4th Floor, Municipal Building, Room 425,\*\*\*** Danville, Virginia.

This is an important meeting and your attendance is respectfully urged. If you cannot attend, please call the City Attorney's Office at 434-799-5122, as soon as possible.

/s/ Kimberly Gibson Ford  
Kimberly Gibson Ford

Ken Larking, City Manager  
Earl Reynolds, Deputy City Manager  
W. Clarke Whitfield, Jr., City Attorney  
Telly D. Tucker, Director Economic Development  
Linwood Wright, Economic Development  
Corrie Teague, Economic Development  
Kim Custer, Economic Development  
Ken Gillie, Director of Community Development  
Michael Adkins, Director of Finance

MEETING OF THE  
INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA  
TUESDAY, June 13, 2017

AGENDA

CALL TO ORDER

ROLL CALL

INDUSTRIAL DEVELOPMENT AUTHORITY:

1. APPROVAL OF MINUTES FROM REGULARLY CALLED MEETING ON MAY 9, 2017.
2. MONTHLY FINANCIAL REPORT BY MICHAEL ADKINS.

ITEMS FOR DISCUSSION

3. STAFF UPDATES FROM ECONOMIC DEVELOPMENT ON VARIOUS TOPICS.
4. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING THE POST-CLOSING AGREEMENT AMONG WHITE MILL DEVELOPMENT, LLC, ROYAL DEMO, LLC, AND THE AUTHORITY AND APPROVING AND AUTHORIZING THE CHAIRMAN OF THE AUTHORITY TO EXECUTE SAID POST-CLOSING AGREEMENT.
5. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA RATIFYING PRIOR ACTION OF THE CHAIRMAN TO EXECUTE THE DESIGN-BUILD CONTRACT BETWEEN THE AUTHORITY AND BLAIR CONSTRUCTION FOR THE SGS KYOCERA PROJECT.
6. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA RATIFYING PRIOR ACTION BY THE CHAIRMAN TO EXECUTE THE FIRST AMENDMENT OF THE DESIGN-BUILD CONTRACT BETWEEN THE AUTHORITY AND BLAIR CONSTRUCTION FOR THE SGS KYOCERA PROJECT.
7. A RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO EXECUTE A TERM LOAN COMMITMENT WITH AMERICAN NATIONAL BANK AND TRUST COMPANY IN AN AMOUNT NOT TO EXCEED \$3,825,000 AS WELL AS APPROVING AND AUTHORIZING THE ACTUAL BORROWING BY THE AUTHORITY OF AN

AMOUNT NOT TO EXCEED \$3,825,000 FROM AMERICAN NATIONAL BANK AND TRUST COMPANY FOR THE CONSTRUCTION OF A 28,000 SQUARE FOOT MANUFACTURING FACILITY FOR KYOCERA SGS TECH HUB, LLC.

8. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CONTRACT WITH REYNOLDS-CLARK DEVELOPMENT INC. FOR CIVIL ENGINEERING SERVICES RELATED TO EASEMENT MAPPING.
9. RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA RATIFYING PRIOR ACTION TO EXECUTE CHANGE ORDER NUMBER 2 TO THE CONTRACT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY AND BLAIR CONSTRUCTION FOR THE CRAGHEAD STREET PARKING LOT IN THE AMOUNT OF \$73,400.
10. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN ADDITIONAL \$15,103 FOR ASBESTOS REMOVAL AT 626 NORTH MAIN STREET.
11. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AUTHORIZING AND APPROVING A LOAN NOT TO EXCEED THE PRINCIPAL AMOUNT OF \$9,000 TO STANLEY THOR SIMPKINS THE OWNER OF PIEDMONT POWDER COATING.
12. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CONTRACT WITH DEWBERRY ENGINEERS INC. IN AN AMOUNT NOT TO EXCEED \$8,500 FOR THE STRUCTURAL ASSESSMENT OF THE WHITE MILL BUILDING.
13. CLOSED MEETING
14. CONSIDER AND TAKE ACTION UPON ANY AND ALL BUSINESS THAT MAY BE LAWFULLY ENACTED AT A REGULAR MEETING OR DISCUSSED IN A CLOSED MEETING OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA.

ADJOURN

**INDUSTRIAL DEVELOPMENT AUTHORITY OF VIRGINIA**  
**MINUTES OF MEETING**  
**May 9, 2017**

PURSUANT TO WRITTEN NOTICE DATED MAY 4, 2017, A COPY OF WHICH IS ATTACHED HERETO, A MEETING OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, WAS HELD IN THE FOURTH FLOOR CONFERENCE ROOM OF THE MUNICIPAL BUILDING ON TUESDAY, MAY 9, 2017, AT 10:30 A.M.

THE FOLLOWING MEMBERS WERE PRESENT AND ABSENT:

PRESENT:           T. NEAL MORRIS, CHAIRMAN  
                  C.G. HAIRSTON, VICE CHAIRMAN  
                  RICHARD L. TURNER, TREASURER  
                  JOHN I. LARAMORE  
                  RUSSELL D. REYNOLDS  
                  MAX R. GLASS

ABSENT:           Landon Wyatt

ALSO PRESENT:   W. CLARKE WHITFIELD, JR., CITY ATTORNEY  
                  KIMBERLY FORD, LEGAL ASSISTANT  
                  KEN LARKING, CITY MANAGER  
                  TELLY TUCKER, ECONOMIC DEVELOPMENT  
                  LINWOOD WRIGHT, ECONOMIC DEVELOPMENT  
                  MICHAEL ADKINS, FINANCE DIRECTOR  
                  MADISON WHITTLE, COUNCIL MEMBER

T. NEAL MORRIS, CHAIRMAN, CALLED THE MEETING TO ORDER AT 10:33 A.M.

**MINUTES**

COPIES OF THE MINUTES OF THE MARCH 14, 2017, MEETING WERE DISTRIBUTED TO THE MEMBERS WITH THEIR AGENDA PACKET. A MOTION WAS MADE BY MR. HAIRSTONH TO APPROVE THE MINUTES. THE MOTION WAS SECONDED BY MR. LARAMORE AND CARRIED WITH MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. LARAMORE	- AYE
MR. HAIRSTON	- AYE
MR. TURNER	- AYE
MR. REYNOLDS	- AYE
DR. GLASS	- AYE

**UPDATE ON FINANCES**

COPIES OF THE CURRENT FINANCIAL STATEMENTS WERE DISTRIBUTED TO THE MEMBERS. A MOTION WAS MADE BY MR. TURNER TO APPROVE THE FINANCIAL REPORT. THE MOTION WAS SECONDED BY MR. HAIRSTON AND CARRIED WITH MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. LARAMORE	- AYE
MR. HAIRSTON	- AYE
MR. TURNER	- AYE
MR. REYNOLDS	- AYE
DR. GLASS	- AYE

**MOTION TO TRANSFER \$300,000 FROM RESERVE ACCOUNT TO REGULAR CHECKING.**

MOTION MADE BY MR. TURNER; 2<sup>ND</sup> BY MR. REYNOLDS

VOTE CARRIED AS:

MR. MORRIS	- AYE
MR. LARAMORE	- AYE
MR. HAIRSTON	- AYE
MR. TURNER	- AYE
MR. REYNOLDS	- AYE
DR. GLASS	- AYE

**MOTION TO MAKE ARRANGEMENTS FOR BOBBY CARLSON TO MAKE PAYMENT FOR THE THREE MONTHS HE STILL OWES AND DETERMINE HOW MUCH IT WILL COST TO REMOVE SIGN FROM THE BUILDING AND REPAIR BUILDING AND ADD THAT COST TO WHAT HE STILL OWES, UNDER THE CONDITION THAT HE HAS PAID THIS FULL AMOUNT WITHIN 24 MONTHS RELEASE HIM FROM THE LEASE.**

MOTION MADE BY MR. REYNOLDS; 2<sup>ND</sup> BY MR. TURNER

VOTE CARRIED AS:

MR. MORRIS	- AYE
MR. LARAMORE	- AYE
MR. HAIRSTON	- AYE
MR. TURNER	- AYE
MR. REYNOLDS	- AYE
DR. GLASS	- AYE

**RESOLUTIONS**

**A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE SALE OF PARCELS 21652 AND 26175 TO JAMES B. ALLEN AND GALE M. ALLEN.**

MOTION MADE BY MR. REYNOLDS; 2<sup>ND</sup> BY DR. HAIRSTON

VOTE CARRIED AS: MR. MORRIS - AYE  
MR. LARAMORE - AYE  
MR. HAIRSTON - AYE  
MR. TURNER - AYE  
MR. REYNOLDS - AYE  
DR. GLASS - AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA REAFFIRMING THE LEASE FOR WILBERT BENNETT FOR 127 NORTH UNION STREET.

MOTION MADE BY MR. TURNER; 2<sup>ND</sup> BY MR. HAIRSTON

VOTE CARRIED AS: MR. MORRIS - AYE  
MR. LARAMORE - AYE  
MR. HAIRSTON - AYE  
MR. TURNER - AYE  
MR. REYNOLDS - AYE  
DR. GLASS - AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A REQUEST FOR BID PROPOSALS FOR THE ROOF REPLACEMENT AT 979 LOCKETT DRIVE.

MOTION MADE BY MR. REYNOLDS; 2<sup>ND</sup> BY MR. LARAMORE

VOTE CARRIED AS: MR. MORRIS - AYE  
MR. LARAMORE - AYE  
MR. HAIRSTON - AYE  
MR. TURNER - AYE  
MR. REYNOLDS - AYE  
DR. GLASS - AYE

MR. TURNER MOVED THE MEETING BE RECESSED AND THE BOARD IMMEDIATELY RECONVENE IN EXECUTIVE CLOSED MEETING FOR THE PURPOSE OF DISCUSSION CONCERNING A PROSPECTIVE BUSINESS OR INDUSTRY OR THE EXPANSION OF AN EXISTING BUSINESS OR INDUSTRY WHERE NO PREVIOUS ANNOUNCEMENT HAS BEEN MADE AS PERMITTED BY SUBSECTION (A) (5) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED; AND DISCUSSION OR CONSIDERATION OF THE ACQUISITION/DISPOSITION OF REAL PROPERTY FOR A PUBLIC PURPOSE WHERE DISCUSSION IN AN OPEN MEETING WOULD ADVERSELY IMPACT THE BARGAINING POSITION OF THE AUTHORITY AS PERMITTED BY SUBSECTION (A) (3) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED; AND CONSULTATION WITH LEGAL COUNSEL CONCERNING ACTUAL LITIGATION AND BRIEFINGS BY STAFF MEMBERS REGARDING SPECIFIC

LEGAL MATTERS REQUIRING LEGAL ADVICE AS PERMITTED BY SUBSECTION (A) (7) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950 AS AMENDED.

MOTION MADE BY MR. TURNER; 2<sup>ND</sup> BY MR. HAIRSTON

VOTE CARRIED AS: MR. MORRIS - AYE  
MR. LARAMORE - AYE  
MR. HAIRSTON - AYE  
MR. TURNER - AYE  
MR. REYNOLDS - AYE  
DR. GLASS - AYE

MR. TURNER MOVED THE MEETING IMMEDIATELY RECONVENE INTO AN OPEN MEETING. THE MOTION WAS SECONDED BY MR. HAIRSTON AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:

VOTE CARRIED AS: MR. MORRIS - AYE  
MR. LARAMORE - AYE  
MR. HAIRSTON - AYE  
MR. TURNER - AYE  
MR. REYNOLDS - AYE  
DR. GLASS - AYE

UPON RECONVENING, MR. TURNER MOVED THAT THE BOARD ADOPT A RESOLUTION CERTIFYING THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE THAT (1) ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS UNDER SECTION 2.2-3711 AND (2) ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION BY WHICH THE CLOSED MEETING WAS CONVENED WERE HEARD, DISCUSSED OR CONSIDERED IN THE CLOSED MEETING. THE MOTION WAS SECONDED BY MR. LARAMORE AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:

VOTE CARRIED AS: MR. MORRIS - AYE  
MR. LARAMORE - AYE  
MR. HAIRSTON - AYE  
MR. TURNER - AYE  
MR. REYNOLDS - AYE  
DR. GLASS - AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A NEW LEASE OR AN AMENDMENT TO THE CURRENT LEASE FOR NOBLIS CENTER FOR APPLIED HIGH PERFORMANCE COMPUTING LOCATED AT 522 BRIDGE STREET.

MOTION MADE BY MR. TURNER; 2<sup>ND</sup> BY MR. HAIRSTON

VOTE CARRIED AS: MR. MORRIS - AYE  
MR. LARAMORE - AYE  
MR. HAIRSTON - AYE  
MR. TURNER - AYE  
MR. REYNOLDS - AYE  
DR. GLASS - AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF  
DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE PAYMENT OF UP  
TO \$20,000 FOR PROJECT OVERSIGHT ON THE BUILDING BEING  
CONSTRUCTED FOR THE U.S. HEADQUARTERS FOR KYOCERA SGS TECH HUB  
LLC IN THE CYBER PARK.

MOTION MADE BY MR. HAIRSTON; 2<sup>ND</sup> BY MR. REYNOLDS

VOTE CARRIED AS: MR. MORRIS - AYE  
MR. LARAMORE - AYE  
MR. HAIRSTON - AYE  
MR. TURNER - AYE  
MR. REYNOLDS - AYE  
DR. GLASS - AYE

MEETING ADJOURNED

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MR RUSSELL REYNOLDS  
SECRETARY

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T. NEAL MORRIS  
CHAIRMAN

## **Executive Summary**

### **Post-Closing Agreement among White Mill LLC, Royal Demo, LLC and the Authority.**

The Authority has been asked to sign authorize and approve a Post-Closing Agreement as a part of the sale and purchase of the White Mill and surrounding properties.

The Post-Closing Agreement addresses the appraisal, to be done and paid for by White Mill LLC, Royal Demo, LLC, or Gibbs International, as well as the proration of the utility bills for the property.

PRESENTED: June 13, 2017

ADOPTED: June 13, 2017

RESOLUTION NO. 2017-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING THE POST-CLOSING AGREEMENT AMONG WHITE MILL DEVELOPMENT, LLC, ROYAL DEMO, LLC, AND THE AUTHORITY AND APPROVING AND AUTHORIZING THE CHAIRMAN OF THE AUTHORITY TO EXECUTE SAID POST-CLOSING AGREEMENT.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby approves the Post-Closing Agreement among White Mill Development, LLC, Royal Demo, LLC, and the Authority, substantially in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of Danville, Virginia that the Chairman, or in his absence any officer, be, and hereby is, approved and authorized to execute said Post-Closing Agreement among White Mill Development, LLC, Royal Demo, LLC, and the Authority, substantially in the form attached hereto and made a part hereof.

APPROVED:

\_\_\_\_\_  
Chairman

ATTEST:

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Secretary

Approved as to  
Form and Legal Sufficiency:

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City Attorney

## POST-CLOSING AGREEMENT

THIS POST-CLOSING (“**Agreement**”) is entered into by and between White Mill Development, LLC, a Delaware limited liability company and Royal Demo, LLC, a South Carolina limited liability company (collectively, “**Sellers**”), and The Industrial Development Authority of Danville, VA, a political subdivision of the Commonwealth of Virginia (“**Buyer**”) as of this 13<sup>th</sup> day of June, 2017, and shall be binding upon the parties and their respective successors in interest and assigns.

### WITNESSETH:

**WHEREAS**, Sellers and Buyer are parties to that certain Purchase and Sale Agreement dated as of March 24, 2017 (the “**Purchase Agreement**”), for the purchase and sale of the Property; and,

**WHEREAS**, the Agreement provides that Sellers will obtain a qualified MAI appraisal (the “**Appraisal**”) that establishes the fair market value of the Property and that Sellers and Buyer anticipate that the purchase and sale of the Property may be considered a “bargain sale” transaction for U.S. Federal income tax purposes; and,

**WHEREAS**, the utility charges for the Property are not capable of being determined prior to Closing;

**WHEREAS**, due to the timing of the Closing of the transaction, Sellers will be obtaining the Appraisal on a post-Closing basis and Sellers will be providing information regarding the adjustment of the utility charges for the Property on a post-Closing basis.

**NOW, THEREFORE**, for and in consideration of the terms hereof, and other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged by the parties, the parties, intending to be legally bound hereby, do covenant and agree as follows:

1. The above recitals are incorporated herein by this reference as completely as if set forth herein verbatim. Any capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the Purchase Agreement.

2. **APPRAISAL**. Sellers agree that they will obtain the Appraisal by no later than six (6) months from the Closing Date. Buyer will cooperate with Sellers to the extent requested by Sellers including, without limitation, executing and/or filing all applicable tax forms and/or returns (including but not limited to IRS Form 8283), which shall be completed by Sellers except for the sections that require Buyer’s signature and executing all other documents reasonably requested by Sellers and related to any value of the Purchase Price that may be treated as a charitable donation. Any tax returns or forms executed or signed by Buyer pursuant to this Agreement shall be signed by a properly authorized individual. If Buyer decides to dispose, transfer, sell, exchange or otherwise convey any part of the Property within three (3) years of the Closing Date, Buyer shall provide Sellers with written notice of the transaction and shall timely

make all applicable required tax filings, including without limitation, filing IRS Form 8282 and provide a copy of such filing to Sellers

3. **UTILITY CHARGES**. Sellers will provide Buyer with the information regarding the utility charges incurred for the month of June 2017 as soon as possible post-Closing. Sellers will be responsible for paying the utility charges for the month of June. Buyer will reimburse Sellers for its per diem portion of the utility charges for the month of June within twenty (20) days after its receipt of the utility bill and evidence of its payment from Seller.

4. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, excluding conflicts of laws principles. In any action arising hereunder or relating hereto, the non-prevailing party shall pay to the prevailing party the prevailing party's attorneys' fees and costs incurred in connection with any such action. This document may be signed as one document or in any number of counterparts, and via facsimile of like method, none of which shall effect the validity or enforceability hereof.

[SIGNATURES ON FOLLOWING PAGE]

WHEREFORE, this Agreement is executed by the parties as of the day and year first written above.

**SELLERS:**

WHITE MILL DEVELOPMENT, LLC

By: DRP HOLDINGS, LLC, its Manager

By: \_\_\_\_\_

Print Name: Greg Boozer

Its: Authorized Agent

ROYAL DEMO, LLC

By: \_\_\_\_\_

Print Name: Greg Boozer

Its: Authorized Agent

**BUYER:**

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VA

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

## **Executive Summary**

Ratify prior action of the Chairman to execute the Design-Build Contract between the Authority and Blair Construction for the SGS Kyocera Project.

In order to meet the time deadlines needed for the SGS Kyocera Project the Chairman had to sign the Design-Build Contract between the Authority and Blair Construction. The IDA needs to approve and ratify this action.

Also, this resolution provides the authority for the Chairman to approve and sign any additional required documents, amendments, and change orders without having to call a special meeting in order to meet future deadlines.

PRESENTED: June 13, 2017

ADOPTED: June 13, 2017

RESOLUTION NO. 2017-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA RATIFYING PRIOR ACTION OF THE CHAIRMAN TO EXECUTE THE DESIGN-BUILD CONTRACT BETWEEN THE AUTHORITY AND BLAIR CONSTRUCTION FOR THE SGS KYOCERA PROJECT.

WHEREAS, the Authority desires to show full and complete compliance with any and all statutory requirements and full technical adherence to any and all legal, moral and ethical standards for the performance of its duties.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that:

All actions of the Chairman of the Authority, for and on behalf of the Authority prior to the date hereof are in all respects ratified, approved and confirmed for the execution of a contract for the Design-Build Contract between the Authority and Blair Construction for the SGS Kyocera project located on Stinson Drive.

AND BE IT FURTHER RESOLVED that the Chairman of the Industrial Development Authority of Danville, Virginia, is hereby authorized to approve and sign any additional required documents, amendments, and change orders, and to perform any other duties needed to complete the above-mentioned transaction.

APPROVED:

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

Approved as to  
Form and Legal Sufficiency:

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CITY ATTORNEY

CERTIFICATE

I, the undersigned Secretary of the Industrial Development Authority of Danville, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of the Resolution duly adopted by a majority of the Directors of the Industrial Development Authority of Danville, Virginia present and voting at a meeting duly called and held on June 13, 2017, all in accordance with law, and that such Resolution has not been repealed, revoked or rescinded but is in full force and effect on the date hereof.

WITNESS my hand and the seal of the Authority this \_\_\_\_\_ day of June, 2017.

By \_\_\_\_\_  
SECRETARY  
INDUSTRIAL DEVELOPMENT AUTHORITY OF  
THE CITY OF DANVILLE, VIRGINIA

 **AIA**® Document A141™ – 2004

**Standard Form of Agreement Between Owner and Design-Builder**

AGREEMENT made as of the 2nd day of March  
in the year of Two Thousand Seventeen  
(In words, indicate day, month and year)

**BETWEEN** the Owner:  
(Name, address and other information)

Industrial Development Authority of Danville  
P.O. Box 3300  
Danville, Virginia 24543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

and the Design-Builder:  
(Name, address and other information)

Blair Construction, Inc.  
P.O. Box 612  
Gretna, Virginia 24557

For the following Project:  
(Name, location and detailed description)

SGS Kyocera  
28,000 SF Manufacturing Facility  
Stinson Drive  
Danville, Virginia 24540

The Owner and Design-Builder agree as follows.

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## TABLE OF ARTICLES

- 1 THE DESIGN-BUILD DOCUMENTS
- 2 WORK OF THIS AGREEMENT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 MISCELLANEOUS PROVISIONS
- 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

## TABLE OF EXHIBITS

- A TERMS AND CONDITIONS
- B DETERMINATION OF THE COST OF THE WORK
- C INSURANCE AND BONDS

### ARTICLE 1 THE DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits; Supplementary and other Conditions; Addenda issued prior to execution of the Agreement; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

§ 1.2 The Design-Build Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 The Design-Build Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Design-Build Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner.

### ARTICLE 2 THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 The Design-Builder shall fully execute the Work described in the Design-Build Documents, except to the extent specifically indicated in the Design-Build Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice issued by the Owner.  
*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of Work, the Owner requires time to file mortgages, documents related to mechanic's liens and other security interests, the Owner's time requirement shall be as follows:  
(Insert Owner's time requirements.)

§ 3.2 The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work not later than 365 days from the date of commencement, or as follows:  
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Design-Build Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

- Stipulated Sum in accordance with Section 4.2 below;
- Cost of the Work Plus Design-Builder's Fee in accordance with Section 4.3 below;
- Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below.

(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)

#### § 4.2 STIPULATED SUM

§ 4.2.1 The Stipulated Sum shall be Dollars (\$ 4,546,311 ), subject to additions and deductions as provided in the Design-Build Documents.

§ 4.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

§ 4.2.3 Unit prices, if any, are as follows:

§ 4.2.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Landscaping - \$25,000.00                      Light Fixtures - \$101,400.00  
Kyocer Floor Logo - \$4,500.00

§ 4.2.5 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

**§ 4.3 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE**

§ 4.3.1 The Cost of the Work is as defined in Exhibit B.

§ 4.3.2 The Design-Builder's Fee is:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 4.4 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE WITH A GUARANTEED MAXIMUM PRICE**

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, plus the Design-Builder's Fee.

§ 4.4.2 The Design-Builder's Fee is:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 4.4.3 GUARANTEED MAXIMUM PRICE**

§ 4.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Dollars (\$ \_\_\_\_\_), subject to additions and deductions by changes in the Work as provided in the Design-Build Documents. Such maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

*(Insert specific provisions if the Design-Builder is to participate in any savings.)*

§ 4.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

§ 4.4.3.3 Unit Prices, if any, are as follows:

§ 4.4.3.4 Allowances, if any, are as follows:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

§ 4.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based, are as follows:

*(Identify the assumptions on which the Guaranteed Maximum Price is based.)*

#### § 4.5 CHANGES IN THE WORK

§ 4.5.1 Adjustments of the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article A.7 of Exhibit A, Terms and Conditions.

§ 4.5.2 Where the Contract Sum is the Cost of the Work, with or without a Guaranteed Maximum Price, and no specific provision is made in Sections 4.3.2 or 4.4.2 for adjustment of the Design-Builder's Fee in the case of Changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment will cause substantial inequity to the Owner or Design-Builder, the Design-Builder's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Contract Sum shall be adjusted accordingly.

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received not later than the 25th day of month, the Owner shall make payment to the Design-Builder not later than the 25th day of the Next month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Owner receives the Application for Payment.

§ 5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

##### § 5.2 PROGRESS PAYMENTS - STIPULATED SUM

§ 5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( 5 %) on the Work, other than services provided by design professionals and other consultants retained directly by the Design-Builder. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( 5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld payment from or nullified an Application for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.2.3 The progress payment amount determined in accordance with Section 5.2.2 shall be further modified under the following circumstances:

- .1 add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section A.9.8.6 of Exhibit A, Terms and Conditions requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section A.9.10.3 of Exhibit A, Terms and Conditions.

§ 5.2.4 Reduction or limitation of retainage, if any, under Section 5.2.2 shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.2.2.1 and 5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert here provisions for such reduction or limitation.)*

### § 5.3 PROGRESS PAYMENTS – COST OF THE WORK PLUS A FEE

§ 5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ 5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit B;
- .2 Add the Design-Builder's Fee, less retainage of (            % ). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section 5.3.2.1 at the rate stated in Section 4.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the preceding section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner;
- .4 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 5.1.4 or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- .5 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate for Payment as provided in the Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.3.3 Retainage in addition to the retainage stated at Section 5.3.2.2, if any, shall be as follows:

§ 5.3.4 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than (        %). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

**§ 5.4 PROGRESS PAYMENTS – COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE**

§ 5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of (        % ). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the two preceding sections at the rate stated in Section 4.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding sections bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.4.3 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than (        %). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

**§ 5.5 FINAL PAYMENT**

§ 5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder no later than 30 days after the Design-Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

**ARTICLE 6 DISPUTE RESOLUTION**

§ 6.1 The parties appoint the following individual to serve as a Neutral pursuant to Section A.4.2 of Exhibit A, Terms and Conditions:

*(Insert the name, address and other information of the individual to serve as a Neutral. If the parties do not select a Neutral, then the provisions of Section A.4.2.2 of Exhibit A, Terms and Conditions, shall apply.)*

§ 6.2 If the parties do not resolve their dispute through mediation pursuant to Section A.4.3 of Exhibit A, Terms and Conditions, the method of binding dispute resolution shall be the following:

*(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.)*

*(Check one.)*

- Arbitration pursuant to Section A.4.4 of Exhibit A, Terms and Conditions
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**§ 6.3 ARBITRATION**

§ 6.3.1 If Arbitration is selected by the parties as the method of binding dispute resolution, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration as provided in Section A.4.4 of Exhibit A, Terms and Conditions.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

§ 7.1 The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

*(Insert name, address, license number, relationship to Design-Builder and other information.)*

§ 7.2 Consultants, if any, engaged directly by the Owner, their professions and responsibilities are listed below:  
*(Insert name, address, license number, if applicable, and responsibilities to Owner and other information.)*

§ 7.3 Separate contractors, if any, engaged directly by the Owner, their trades and responsibilities are listed below:  
*(Insert name, address, license number, if applicable, responsibilities to Owner and other information.)*

§ 7.4 The Owner's Designated Representative is:  
*(Insert name, address and other information.)*

Telly Tucker  
P.O. Box 3300  
Danville, Virginia 24543

§ 7.4.1 The Owner's Designated Representative identified above shall be authorized to act on the Owner's behalf with respect to the Project.

§ 7.5 The Design-Builder's Designated Representative is:  
(Insert name, address and other information.)

Bobby Adkins  
P.O. Box 612  
Gretna, Virginia 24557

§ 7.5.1 The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project.

§ 7.6 Neither the Owner's nor the Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

§ 7.7 Other provisions:

§ 7.7.1 Where reference is made in this Agreement to a provision of another Design-Build Document, the reference refers to that provision as amended or supplemented by other provisions of the Design-Build Documents.

§ 7.7.2 Payments due and unpaid under the Design-Build Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Design-Builder's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

#### ARTICLE 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

§ 8.1 The Design-Build Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141-2004.

§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows:  
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

§ 8.1.3 The Project Criteria, including changes to the Project Criteria proposed by the Design-Builder, if any, and accepted by the Owner, consist of the following:  
(Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement.)

§ 8.1.4 The Design-Builder's Proposal, dated 1-26-17, consists of the following.  
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

See Exhibit "D"

§ 8.1.5 Amendments to the Design-Builder's Proposal, if any, are as follows:  
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

§ 8.1.6 The Addenda, if any, are as follows:  
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

§ 8.1.7 Exhibit A, Terms and Conditions.  
(If the parties agree to substitute terms and conditions other than those contained in AIA Document A141-2004, Exhibit A, Terms and Conditions, then identify such terms and conditions and attach to this Agreement as Exhibit A.)

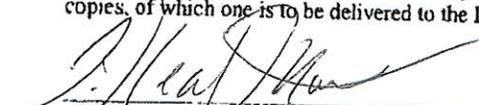
§ 8.1.8 Exhibit B, Determination of the Cost of the Work, if applicable.  
(If the parties agree to substitute a method to determine the Cost of the Work other than that contained in AIA Document A141-2004, Exhibit B, Determination of the Cost of the Work, then identify such other method to determine the Cost of the Work and attach to this Agreement as Exhibit B. If the Contract Sum is a Stipulated Sum, then Exhibit B is not applicable.)

§ 8.1.9 Exhibit C, Insurance and Bonds, if applicable.  
(Complete AIA Document A141-2004, Exhibit C, Insurance and Bonds or indicate "not applicable.")

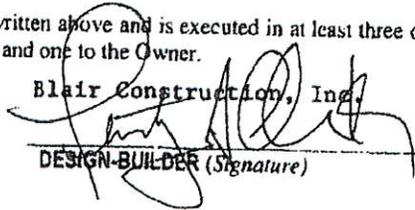
§ 8.1.10 Other documents, if any, forming part of the Design-Build Documents are as follows:  
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

- Exhibit "D" - Proposal
- Exhibit "E" - Drawings
- Exhibit "F" - Contract Exclusions

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Design-Builder and one to the Owner.

  
OWNER (Signature)

T. Neal Morris Chairman  
(Printed name and title)  
IDA

Blair Construction, Inc.  
  
DESIGN-BUILDER (Signature)

Timothy J. Clark, President  
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document in which this text appears in RED. An original assures that changes will not be obscured.

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Blair Construction, Inc.

Route 29 South  
Gretna, Virginia 24557  
Phone: (434) 656-6243  
Fax: (434) 656-3290

**BLAIR**  
CONSTRUCTION  
www.blairbuildsbetter.com  
Mailing:  
P.O. Box 612  
Gretna, Virginia 24557

January 26, 2017

Telly Tucker  
Danville Economic Development  
P.O. Box 3300  
Danville, VA 24540

Re: SGS Kyocera

Blair Construction, Inc. is pleased to provide a quote of \$4,546,311 to construct a new 28,000 SF manufacturing facility in the Cyber Park of Danville per the attached drawings and following specifications.

**General Requirements**

- Full time job site supervision
- Building permit acquisition (fees waived)
- Provide plans for permit and code review
- Jobsite cleanup
- Final cleaning
- Performance and payment bonds

**Site Work (per attached Drawings)**

- Clearing and grubbing
- Survey and layout
- Erosion and sediment control
- Rough grading of site
- Fine grade building pad, parking, and roadways
- Highway entrance
- Curb and gutter
- Heavy and light duty paving using specified mix designs
- Lining and striping parking areas
- Storm water inlets and piping to channel runoff to retention pond
- Retention pond and associated erosion and sedimentation control
- 8" Fire line and associated service vault
- Domestic water and sanitary sewer piping from 5' out from building to final connection
- 2.18 water quality credits from approved local bank
- Landscaping Allowance (\$25,000)

**Concrete**

- Excavate, form, and pour foundations for new structural steel and pre engineered building
- Sludge room to be 4' below finish floor; form and pour pit walls as necessary
- Excavate, form, and pour 6", wire reinforced slab on grade atop 4" gravel base
- Prep concrete floors for 25 mil epoxy finish

### Masonry

- Brick veneer similar/complimentary to IALR main brick on all walls except for rear expansion wall (per drawings)

### Metals

- Entire front half (95') of the building is structural steel, back half (105') is pre-engineered
- Low roof of structural steel section to have a 17' AFF eave height
- High roof of structural steel to have a high eave of 30' AFF
- Roof slope of ¼:12 to be engineered into structural steel for both low and high roofs

### Woods & Plastics

- Plastic laminate island cabinets with plastic laminate counter top in Break area
- Custom simple counter on reception wall

### Thermal and Moisture

- R-30 base insulation over metal roof deck (slope in steel)
- 60 mil mechanically fastened TPO with minimum 15 year manufacturer's warranty
- All coping, fascia panels, gutter, downspouts, and flashing to be 24 gauge steel with Kynar 500 finish
- Roof access hatch and steel roof access ladder in Janitor closet
- Metal wall panels at exterior of round building and around main entrance

### Doors and Windows

- (1) 3070 Exterior narrow stile bronze aluminum storefront doors and frames
- (2) 3070 Interior narrow stile bronze aluminum storefront doors and frames
- (7) 6070 Interior hollow metal doors, frames, and hardware
- (8) 3070 Interior hollow metal doors, frames, and hardware
- (15) 3070 Interior prefinished solid core birch doors, hollow metal frames, and hardware
- (6) 3070 Exterior hollow metal doors, frames, and hardware
- (2) 3070 Exterior hollow metal doors with half glass, frames, and hardware
- (2) Interior automatic sliding bronze aluminum storefront doors
- (4) Interior manual sliding bronze aluminum storefront doors
- (2) 8' wide x 9' tall insulated high lift sectional dock doors with motor operator, safety eyes, sock bumpers, and dock levelers
- (3) 12' wide x 12' tall insulated high lift sectional overhead doors with motor operator and safety eyes
- (2) 10' wide x 10' tall insulated high lift rapid sectional overhead doors with motor operator and safety eyes
- Bronze aluminum storefront with insulated glass as shown per drawing
- Card reader system as noted per door schedule

### Finishes

- 6" metal stud (per manufacturer recommendations) frame walls to deck for all exterior walls with 5/8" drywall interior and level four finish
- 6" metal stud (per manufacturer recommendations) frame walls to deck for perimeter walls of R&D area, collaboration area, airlock area, utility room, Boardroom, and separation wall between PEMB and structural steel buildings
- 3-5/8" metal stud (per manufacturer recommendations) framing and drywall system to 12' AFF throughout with level four finish unless noted otherwise
- 3-5/8" metal stud (per manufacturer recommendations) framing and drywall system to 8' AFF for sign wall and restrooms between lobby area and collaboration area with level four finish

- 2' x 2' reveal edge ACT ceiling system with white grids per drawings
- 2' x 2' reveal edge ACT "cloud" ceiling system with white grids per drawings
- Prime and paint all drywall surfaces with commercial grade eggshell equivalent paint (one main color, one accent color)
- Trim to be painted with semi-gloss commercial grade paint
- Exposed ceiling to be painted flat white
- Floor finishes per area finish plan
- Ceramic floor tile and wet wall (only) tile in 3 small bathrooms
- 2x2 carpet tile in office/conference areas
- 25 mil epoxy floors in all other identified areas
- Kyocera Logo in Floor allowance \$4,500
- Bare concrete floors in ancillary spaces

#### **Specialties**

- Toilet stalls and urinal screens per drawings. Toilet stalls to be plastic laminate floor and wall mounted systems with standard color and hardware. Urinal screens to be wall mounted.
- Toilet accessories and ADA grab bars
- Shower benches
- Five fire extinguisher cabinets (extinguishers by Kyocera)

#### **Pre-Engineered Metal Building**

- Total building dimensions to be 150' x 105' with two rows of interior columns at 40' from exterior walls
- Roof to have a low eave of 18'6" AFF and a slope of ¼:12
- Plan North end wall to be expandable and is the only wall to receive exterior metal panels in a standard NUCOR color
- Standing seam metal roof in galvalume
- All trim, gutters, and downspouts to be in NUCOR standard color
- Metal building roof and wall insulation as per new energy code
- Steel to be grey primed
- Skylights in building roof (10 over manufacturing)
- OPTION to provide roof liner panel (Add \$24,500)

#### **Sprinkler**

- Building to be sprinkled per code

#### **Plumbing**

- The sanitary waste and vent system will extend from a point five feet (5'-0") outside the building to each fixture furnished
- Sanitary waste and vent piping will be PVC DWV schedule 40 plastic pipe and fittings with solvent cement joints.
- Domestic water for the plumbing fixtures will be taken from a point five feet (5'-0") outside the building and extend to each fixture furnished
- Domestic hot and cold water piping will be type "L" copper tubing with wrought fittings, and no lead solder joints.

#### **Fixtures:**

##### **Men & Women's Locker Room & Restroom**

5 Water Closets (tank type)

2 Water Closets (ADA\*, tank type)

6 Lavatories (wall hung, manual faucets)  
1 Urinals (manual flush valve)  
1 Urinals (ADA\*, manual flush valve)  
2 Shower insert with shower valve & spray wand (ADA\*)  
6 Floor Drains (with trap guards)  
1 Electric water cooler (ADA\*, bilevel; located outside Restrooms)

**Unisex Restrooms**

3 Water Closets (ADA\*, tank type)  
3 Manual faucets (vanity sinks & cabinets by GC)  
3 Electric water heater (point of use)

**Breakroom**

1 Stainless steel sinks (double bowl)  
1 Wall box for ice maker @ refrigerator  
1 Connection for dishwasher (Dishwasher by GC)

**Collaboration & Training**

2 Backflow preventer for coffee/beverage water connection

**Manufacturing Area**

1 54" Stainless Steel 4 person wash station  
2 1" Drop to Equipment #12 (1 valve and capped for future)  
1 Backflow preventers (for equipment)

**R&D Space & Cleaning**

2 Hose Bibb  
2 Floor drain (drain to sanitary sewer)

**Custodial**

1 Mop sink  
2 Floor drains (with trap guards)  
1 Water heaters (electric - tank) with thermostatic mixing valve  
1 Domestic hot water return pump

**General Plumbing Equipment**

1 Backflow preventers (for water service)  
4 Frostproof wall hydrants  
Compressor Room  
1 Floor drain (with trap guards)

**HVAC**

- One (1) variable volume rooftop cooling unit with gas heat to serve the following zones (VAV boxes use electric reheat):
  - Collaboration
  - Small Conference
  - Boardroom/Large Conference
  - Break
  - Training
  - QA
- Three (3) constant volume rooftop cooling units with gas heat to serve the following zones:
  - R&D
  - Coatings and Cleaning
  - Manufacturing
  - Fabric duct in large manufacturing area
- One (1) gas-fired unit heater to serve the Sludge Pit

- One (1) radiant tube heater to serve the Airlock Area
- One (1) one ton mini split for the Server Room
- The HVAC systems will be controlled by wall-mounted thermostats (one for each unit or zone). Wall-mounted thermostats will be programmable with automatic changeover. Unit-mounted thermostats will be furnished for miscellaneous heating equipment such as electric wall heaters and unit heaters.
- The HVAC systems will be controlled by an electronic building automation system (BAS).
- The BAS will provide for control of all HVAC equipment except for electric wall heaters at entrances and other miscellaneous unitary HVAC equipment (this equipment will have unit mounted thermostatic controls furnished as accessory equipment).
- The proposed BAS will control space temperature, night setback, morning warm-up, stop/start of exhaust fans, and outdoor air according to the owner's occupancy schedule.
- The proposed BAS will be accessible from remote locations via internet through an owner provided network connection.
- Ductwork will be constructed of galvanized sheet metal constructed in accordance with SMACNA recommendations for the size and pressure of the system. Ductwork will be insulated according to building code requirements where applicable. Exposed ductwork will be constructed of paintable, galvanized sheet metal. Alternately, exposed ductwork will be fabric duct.
- We include all necessary air distribution devices to deliver the conditioned air to the spaces. Grilles, registers, and diffusers will be commercial grade painted devices suitable for the type of ceiling or wall in which they are installed.
- Fuel gas piping will be installed from the gas regulator located at the building (supplied by others) to each gas-fired appliance furnished
- Fuel gas piping will be schedule 40 black steel pipe with 150# black malleable iron fittings.
- Exterior, above ground fuel gas piping will be painted (OSHA approved colors).
- Underground fuel gas piping will be polyethylene plastic piping with heat fusion joints or coated schedule 40 steel pipe and fittings.

### Electrical

- Service to enter building at Utility Room
- Install energy efficient LED lighting throughout the building to provide acceptable lighting levels based upon the usage of the space.
  - Offices.....30-35 FC
  - Corridors.....20-25 FC
  - Restrooms.....20-25 FC
  - Break Room.....40-45 FC
  - Conference Room.....35-40 FC
  - Manufacturing.....45-50 FC
- Install emergency egress lighting and exit signs as required by code.
- Lighting fixture allowance included in the base bid is \$101,400.00.
- Install 20 amp duplex receptacles as deemed appropriate but no more than 12' apart in offices.
- Install (1) Tel/Data outlet stub up in each office.
- Install occupancy sensors in all new offices to control lighting.
- Install power wiring for all HVAC equipment.

- Install 4000 amp, 277/480 volt, 3 phase, 4 wire underground service to a point 5' outside of the building.
- Install branch panels at several locations to serve the respective loads in those areas.
- Install a fire alarm system per code requirements.
- Install exterior lighting to ensure building perimeter is fully illuminated.
- Install bollard lights along front entry sidewalk.
- Install four (4) 25' poles with LED light fixtures in the parking lot.
- All power to be run directly through underground conduit unless otherwise noted
- Floor boxes for 120V receptacles and data in Collaboration area
- Install GFCI in each restroom
- Power for all HVAC systems
- Install 2x4 LED lights suspended at no less than 14' AFF via aircraft cable throughout using 2x4 lay-in where possible
- Lighting to be controlled by occupancy sensors per code requirements

**Exclusions:**

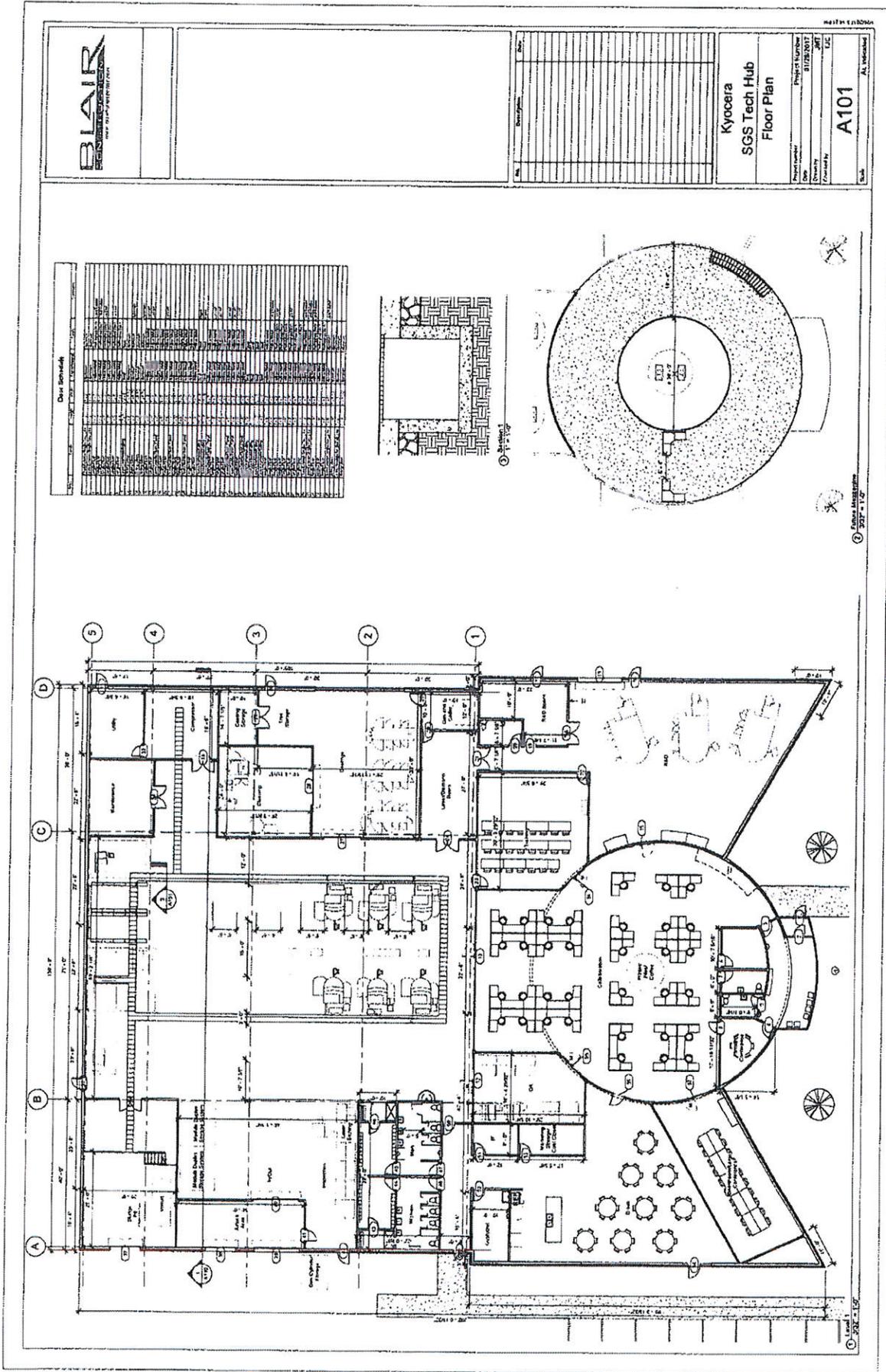
- Any work not listed above is excluded
- Network/phone wiring or systems
- Permit, tap, or service fees (building, water, sewer, gas, power)
- Furniture and lockers by owner
- Items EXCLUDED
  - Utility Trenches and tops
  - Process piping and conduits in trench
  - Compressed air piping
  - Cabling for any equipment
  - Final connections to equipment
  - IT conduit connecting to utility trench
  - Any overhead equipment cabling and cable tray

Blair appreciates that opportunity to work with you on this project.

Sincerely,



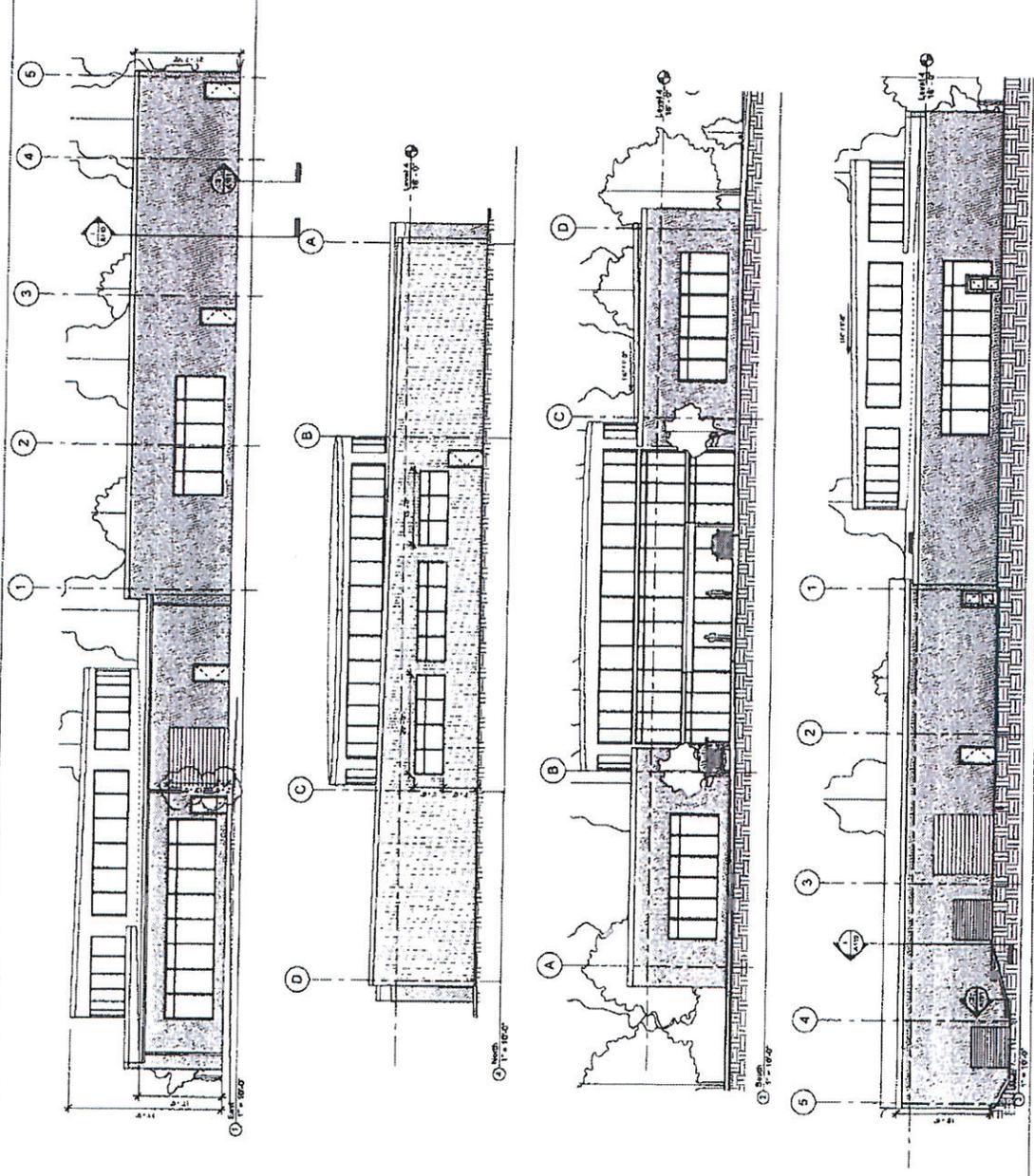
Timothy J. Clark  
President



**Kyocera  
SGS Tech Hub  
Elevations**

**A102**

Project Number	012020017
Date	JAN
Drawn by	T.C.
Checked by	
Scale	1" = 10'-0"

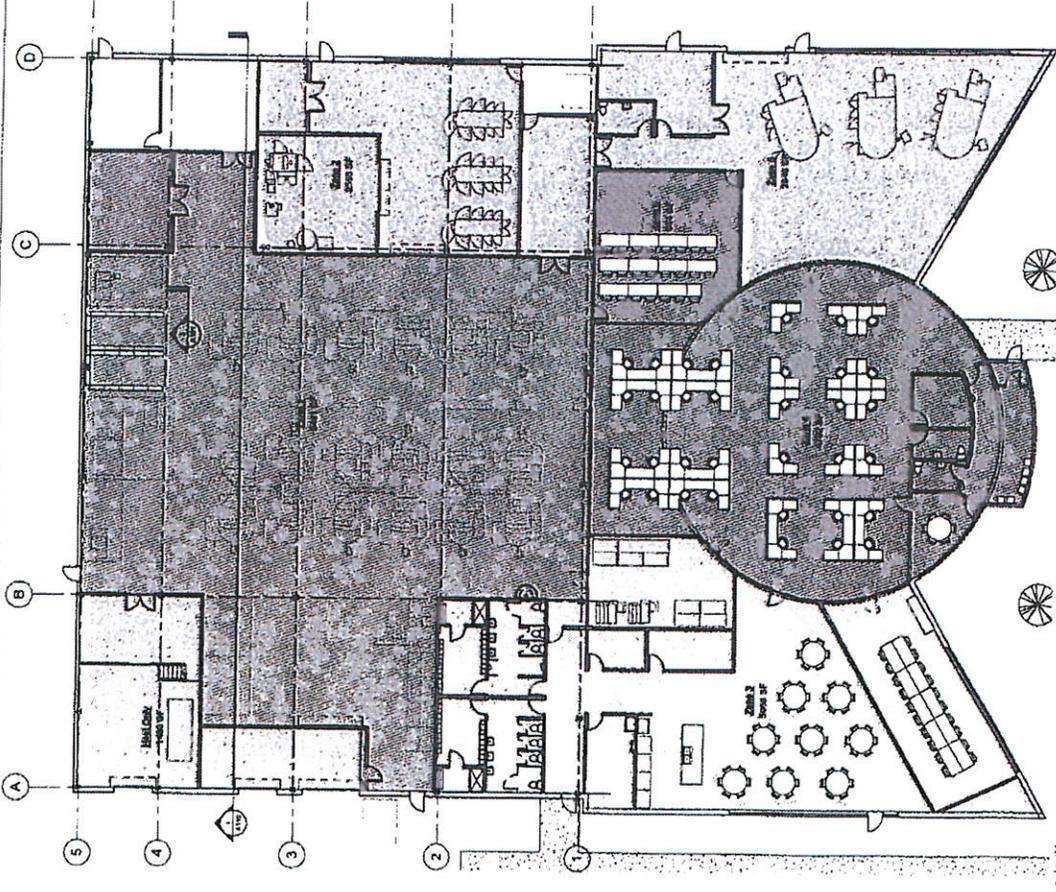






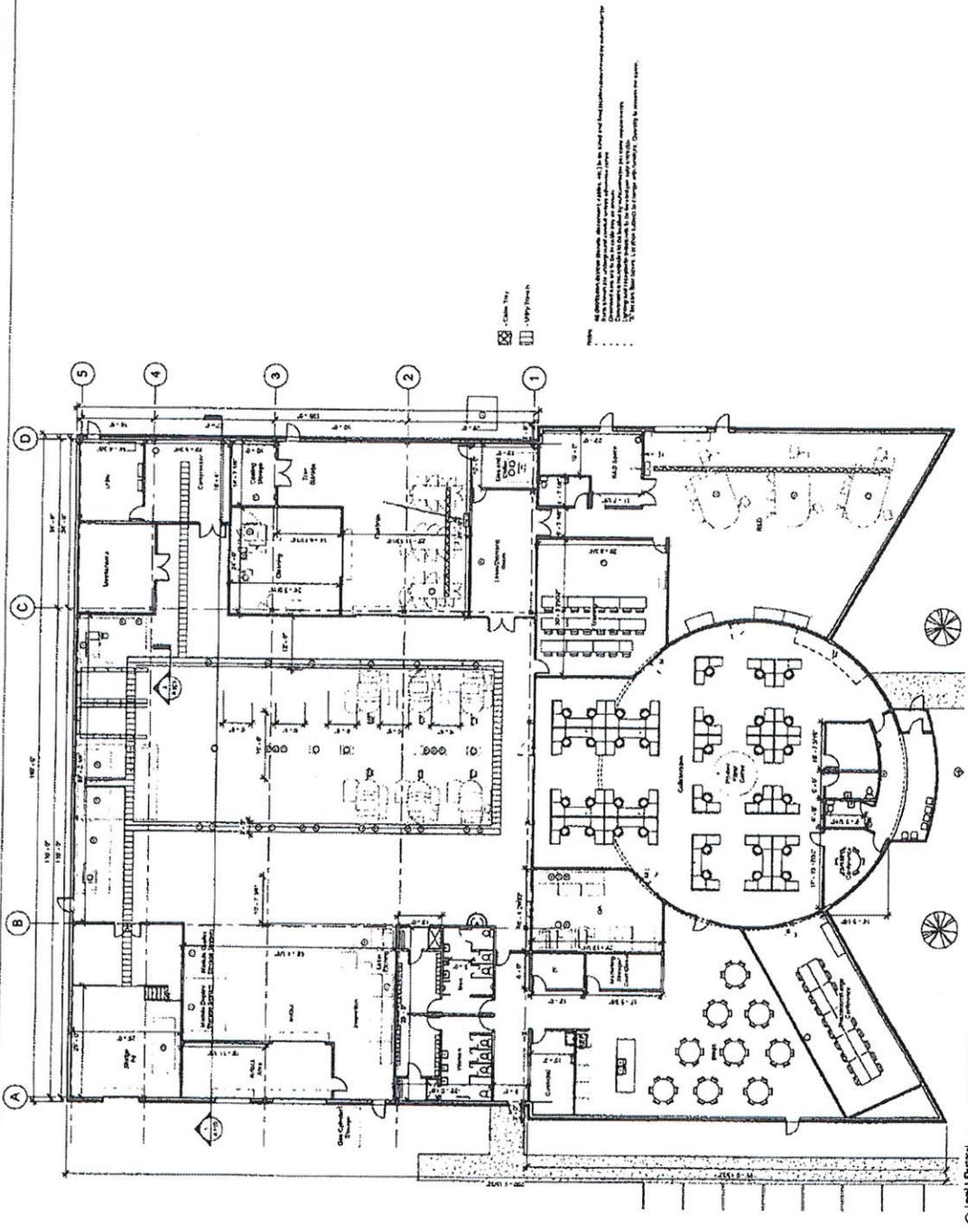
**Mechanical Zones Legend**

- Heat Only
- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Zone 6
- Calculating...











# KYOCERA TECH HUB

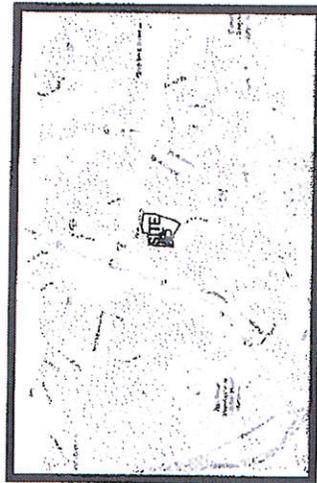
SLAYTON AVENUE  
Danville, Virginia

## GENERAL NOTES:

- CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AND MISS UTILITY CONTRACTOR SHALL FIELD VERIFY VERTICAL AND HORIZONTAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO VERIFY LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL PROVIDE TEMPORARY SERVICE TO ANY DAMAGED UTILITIES.
- CONTRACTOR SHALL NOTIFY VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) PRIOR TO ANY CONSTRUCTION ON STREET RIGHT-OF-WAYS.
- WHEN WORKING ADJACENT TO EXISTING STRUCTURES, POLES, ETC., CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT STRUCTURES FROM DAMAGE. CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORTS TO EXISTING STRUCTURES NEAR POWER POLES.
- REPAIR AND RESTORATION OF EXISTING UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.

- EROSION AND SEDIMENT CONTROL, NOTICES AND RECORDS SHALL CONFORM TO THE LATEST EDITION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK AND COVER LOGS AND BRIDGE STANDARDS MANUAL.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING CONSTRUCTION ENTRANCES, ETC. AS SHOWN ON THE DRAWINGS. ALL PORTS OF ENTRY TO PUBLIC RIGHT-OF-WAY, STABILIZE DISTURBED AREAS, AND PROVIDE OTHER REPAIRS REQUIRED AS SHOWN ON THE DRAWINGS AND AS SPECIFIED.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PREVENT DAMAGE TO EXISTING UTILITIES AND EQUIPMENT CONTROL. ALL DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND EQUIPMENT CONTROL SHALL BE RESTORED TO ORIGINAL CONDITION. CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORTS TO EXISTING UTILITIES NEAR POWER POLES.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES NEAR POWER POLES.
- REPAIR AND RESTORATION OF EXISTING UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.

- ALL SHEET METERS SHALL BE MATCHED AND REFERRED TO THE LOCAL PROGRAM SPECIFICATIONS WITHIN DAYS OF ACCEPTING FINAL GRUBS.
- IF CONSTRUCTION SCHEDULES DO NOT ALLOW PERMANENT SEEDING IN THE DATES SHOWN IN THE SPECIFICATIONS, THE CONTRACTOR SHALL LOCATE TEMPORARY SEEDING DATES DUE TO WEATHER, WINTER SHUT DOWN, ETC. THE CONTRACTOR SHALL PROVIDE TEMPORARY SEEDING DATES TO THE LOCAL PROGRAM PRIOR TO CONSTRUCTION. PERMANENT SEEDING MATERIALS SHALL BE SEEDING AREAS WHICH DO NOT PROVIDE A PERMANENT SEEDING AREAS. ALL SEEDING AREAS SHALL BE RESEEDED AND MULCHED AS NECESSARY UNTIL ACCEPTABLE VEGETATION COVER IS ESTABLISHED.
- TOPSOIL IS TO BE STOCKPILED AND RE-SPREAD OVER DISTURBED AREAS TO BE SEEDING IN ACCORDANCE WITH STANDARD & SPECIFICATIONS. DISTURBED AREAS TO BE SEEDING SHALL BE STOCKPILED AND RE-SPREAD OVER DISTURBED AREAS TO BE SEEDING. CONTRACTOR SHALL LOCATE TEMPORARY SEEDING DATES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TEMPORARY SEEDING DATES TO THE LOCAL PROGRAM PRIOR TO CONSTRUCTION. PERMANENT SEEDING MATERIALS SHALL BE SEEDING AREAS WHICH DO NOT PROVIDE A PERMANENT SEEDING AREAS. ALL SEEDING AREAS SHALL BE RESEEDED AND MULCHED AS NECESSARY UNTIL ACCEPTABLE VEGETATION COVER IS ESTABLISHED.



VICINITY MAP  
NOT TO SCALE

**GENERAL NOTES:**  
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK AND COVER LOGS AND BRIDGE STANDARDS MANUAL.  
2. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING CONSTRUCTION ENTRANCES, ETC. AS SHOWN ON THE DRAWINGS. ALL PORTS OF ENTRY TO PUBLIC RIGHT-OF-WAY, STABILIZE DISTURBED AREAS, AND PROVIDE OTHER REPAIRS REQUIRED AS SHOWN ON THE DRAWINGS AND AS SPECIFIED.  
3. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PREVENT DAMAGE TO EXISTING UTILITIES AND EQUIPMENT CONTROL. ALL DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND EQUIPMENT CONTROL SHALL BE RESTORED TO ORIGINAL CONDITION. CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORTS TO EXISTING UTILITIES NEAR POWER POLES.  
4. REPAIR AND RESTORATION OF EXISTING UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.

**DRAWING INDEX**

Sheet	Drawing Title
T1	Cover / Title Sheet
C1	Existing Conditions
C2	Phase I Grading
C3	Phase II Grading Plan
C4	Site Plan
C5	Utilities Plan
C5-1	Sanitary Sewer Profile
C8	Existing/Proposed VRRM Conditions
D1	Details
D2	Details

SET NUMBER	APPROVAL
	<input type="checkbox"/> IN PROGRESS
	<input type="checkbox"/> CONSTRUCTION
	<input type="checkbox"/> RECORD

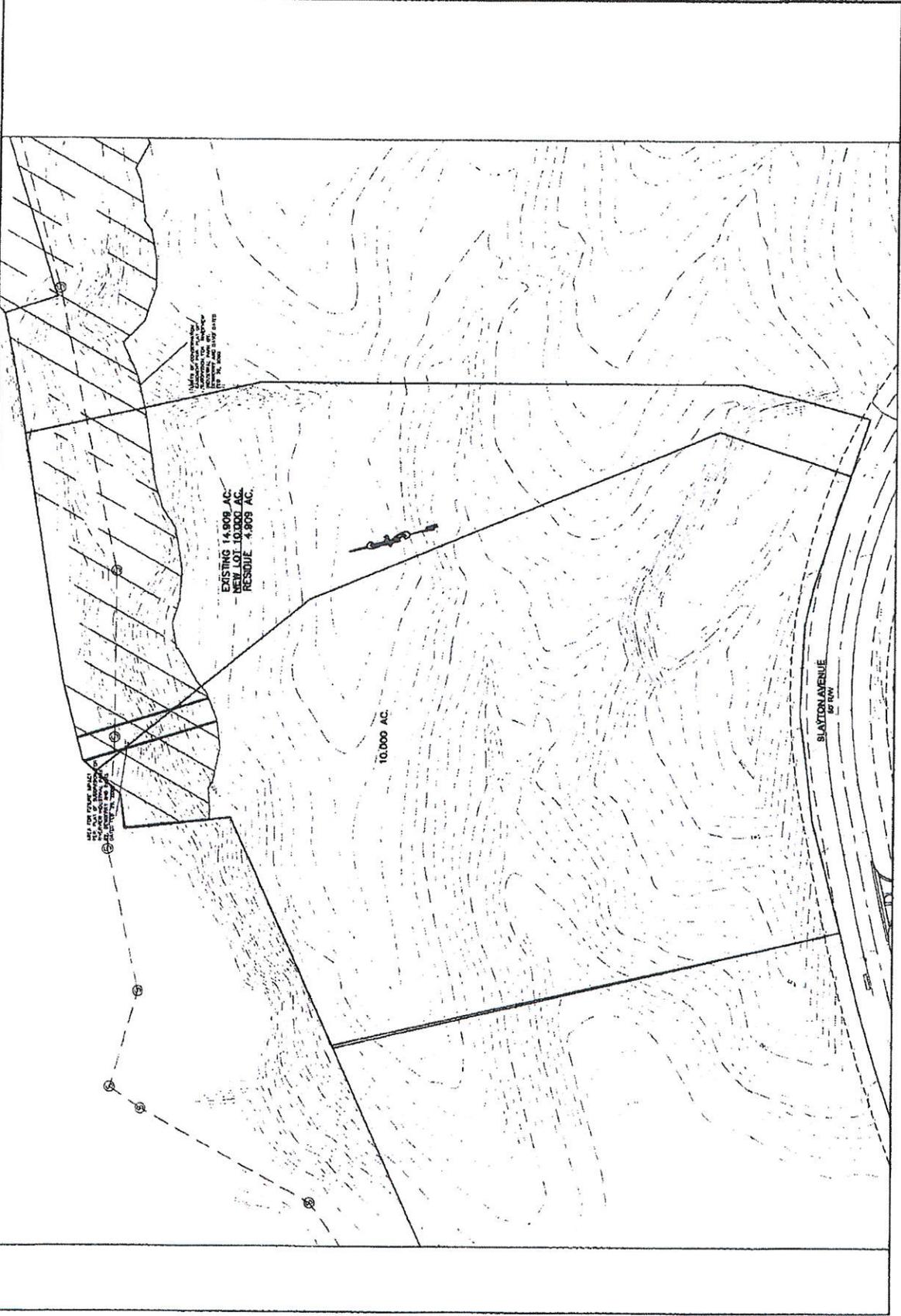


**ENGINEER:**  
Reynolds-Clark Development, Inc.  
Gretchen B. Clark, P.E.  
P.O. Box 556  
Gretna, Virginia 24557  
Phone: (434) 656-8961  
Fax: (434) 656-8995

The Engineer has prepared this plan for the purpose of showing the location of the proposed construction. The Engineer does not warrant the accuracy of the information shown on this plan. The Contractor shall verify the location of all utilities and structures shown on this plan. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.



100 Signatures and Certificate Number











Kyocera Tech Hub  
 Danville, Virginia

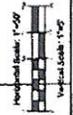
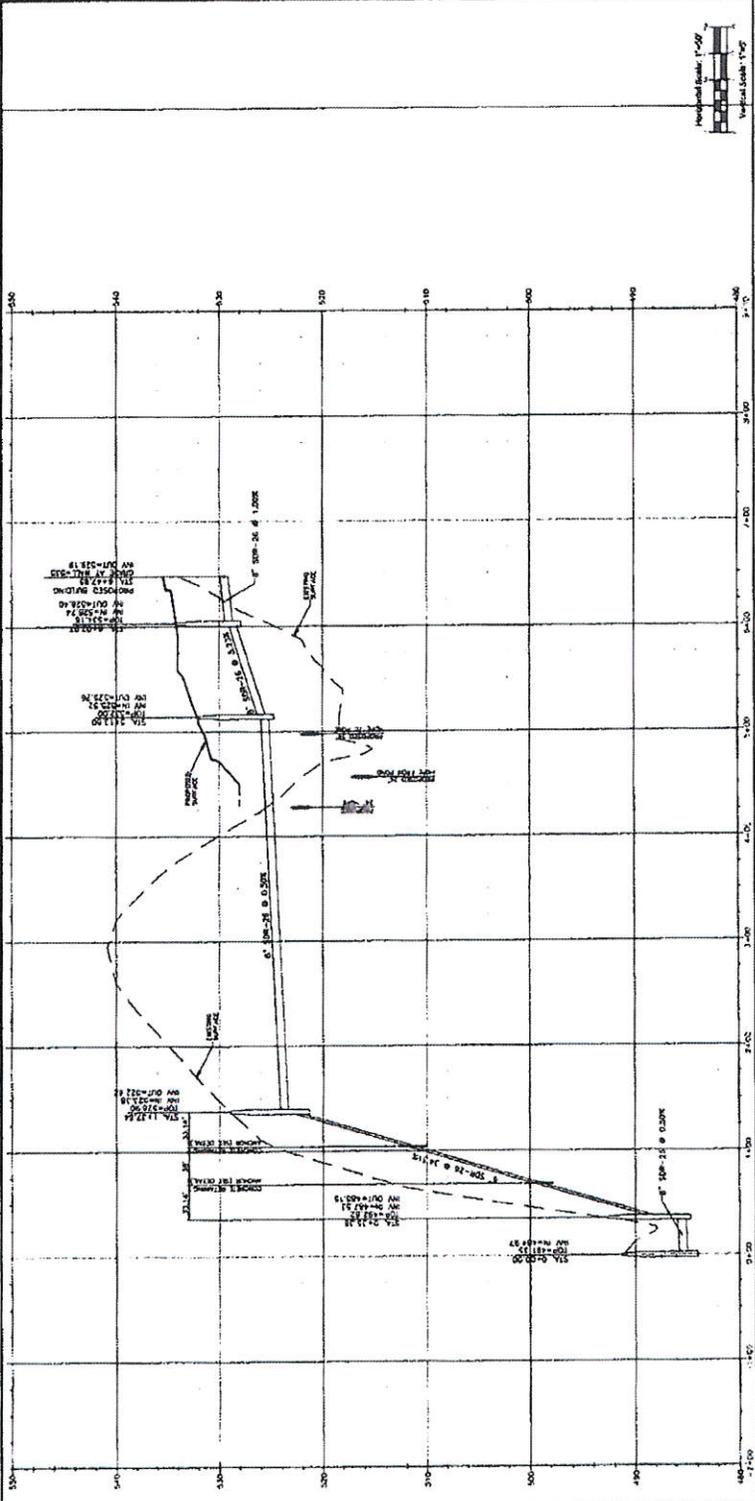
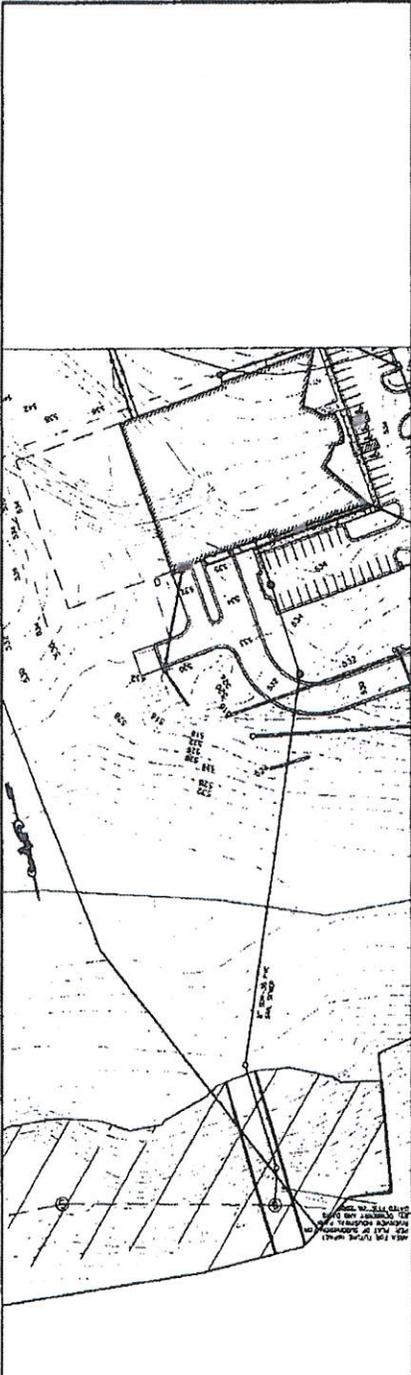


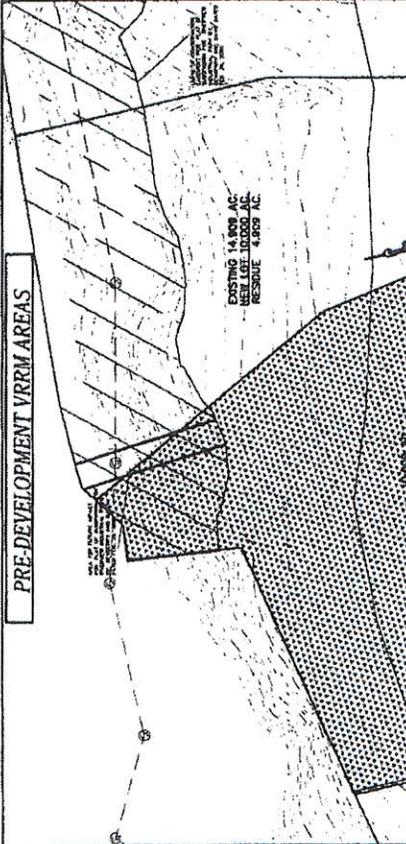
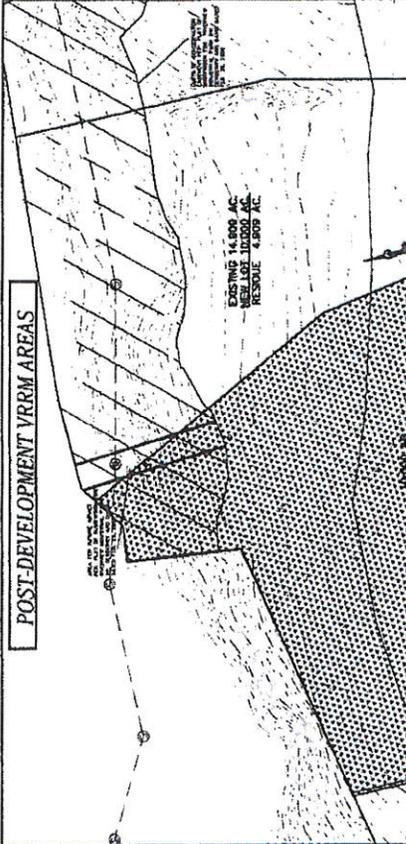
SANITARY SEWER  
 PLAN & PROFILE

REVISIONS:

1	
2	
3	
4	
5	

C5.1





VRRM AREA DESIGNATION LEGEND

REMARKS	SYMBOL	AREA(S)
IMPROVED PAVEMENT	[Solid black square]	3.28 AC
MANAGED TURF	[Dotted pattern square]	3.81 AC
FORESTED OR OPEN PASTURE	[Cross-hatched pattern square]	4.11 AC

VRRM AREA DESIGNATION LEGEND

REMARKS	SYMBOL	AREA(S)
IMPROVED PAVEMENT	[Solid black square]	0.28 AC
MANAGED TURF	[Dotted pattern square]	0.88 AC
FORESTED OR OPEN PASTURE	[Cross-hatched pattern square]	1.02 AC



DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_

**EROSION & SEDIMENT CONTROL DETAILS**



**Kyocera Tech Hub**  
 Danville, Virginia

**GENERAL NOTES:**

1. All erosion and sediment control measures shall be installed and maintained in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.
2. All measures shall be installed prior to the start of earthmoving activities.
3. All measures shall be inspected and approved by the local jurisdiction before construction begins.
4. All measures shall be maintained throughout the construction period.
5. All measures shall be removed and the site restored to its original condition upon completion of construction.
6. All measures shall be installed in accordance with the details shown on this sheet.
7. All measures shall be installed in accordance with the specifications of the Virginia Department of Transportation (VDOT) and the local jurisdiction.
8. All measures shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.
9. All measures shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.
10. All measures shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.
11. All measures shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.
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17. All measures shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.
18. All measures shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.
19. All measures shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.
20. All measures shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.

**SK FENCE TO BE INSTALLED**

1. A 4' high x 4" x 4" steel pipe with 1/2" x 4" x 1/2" steel plate attached to the top edge.

2. The fence shall be installed in a line with the edge of the excavation.

3. The fence shall be supported by 4" x 4" x 1/2" steel pipe driven into the ground.

4. The fence shall be spaced at 10' intervals.

5. The fence shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.

**GRAVEL CURB**

1. A 4" high x 4" wide x 12" long gravel curb.

2. The curb shall be installed in a line with the edge of the excavation.

3. The curb shall be supported by 4" x 4" x 1/2" steel pipe driven into the ground.

4. The curb shall be spaced at 10' intervals.

5. The curb shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.

**TEMPORARY SEEDING**

1. Temporary seeding shall be installed on all exposed soil surfaces.

2. The seeding shall be applied at a rate of 100 lbs per 1000 sq ft.

3. The seeding shall be applied in a uniform layer.

4. The seeding shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.

**SLIT FORCE AND INLET PROTECTION**

1. Slit force and inlet protection shall be installed at all inlets.

2. The protection shall be made of 1/2" x 4" x 1/2" steel pipe.

3. The protection shall be spaced at 10' intervals.

4. The protection shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.

**TEMPORARY SEDIMENT TRAP**

1. A temporary sediment trap shall be installed at all inlets.

2. The trap shall be made of 1/2" x 4" x 1/2" steel pipe.

3. The trap shall be spaced at 10' intervals.

4. The trap shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.

**CROSS SECTION OF OUTLET**

1. A cross section of an outlet showing the inlet, the trap, and the outlet.

2. The inlet shall be 4' high x 4" wide.

3. The trap shall be 4' high x 4" wide x 12" long.

4. The outlet shall be 4' high x 4" wide.

5. The outlet shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.

**TEMPORARY SLOPE CONSTRUCTION ENTRANCE**

1. A temporary slope construction entrance shall be installed at all entrances.

2. The entrance shall be made of 1/2" x 4" x 1/2" steel pipe.

3. The entrance shall be spaced at 10' intervals.

4. The entrance shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.

**GRAVEL CURB INLET SEDIMENT TRAP**

1. A gravel curb inlet sediment trap shall be installed at all inlets.

2. The trap shall be made of 1/2" x 4" x 1/2" steel pipe.

3. The trap shall be spaced at 10' intervals.

4. The trap shall be installed in accordance with the requirements of the Virginia Department of Transportation (VDOT) and the local jurisdiction.

## Exhibit "F" – Contract Exclusions

- Network/phone wiring or systems
- Permit, tap, or service fees (building, water, sewer, gas, power)
- Furniture and lockers by Owner
- Items EXCLUDED
  - Utility Trenches and tops
  - Process piping and conduits in trench
  - Compressed Air Piping
  - Cabling for any equipment
  - Final connections to equipment
  - IT conduit connecting to utility trench
  - Any overhead equipment cabling and cable tray

## Exhibit "F" – Contract Exclusions

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  - Compressed Air Piping
  - Cabling for any equipment
  - Final connections to equipment
  - IT conduit connecting to utility trench
  - Any overhead equipment cabling and cable tray

## **Executive Summary**

Ratify prior action of the Chairman to execute the First Amendment to the Design-Build Contract between the Authority and Blair Construction for the SGS Kyocera Project.

In order to meet the time deadlines of less than 48 hours and to keep the SGS Kyocera Project moving the Chairman had to sign the First Amendment to the Design-Build Contract between the Authority and Blair Construction. The IDA needs to approve and ratify this action.

The Amendment is attached which extends to Inspection Period and changes the date in which the survey must be delivered.

PRESENTED: June 13, 2017

ADOPTED: June 13, 2017

RESOLUTION NO. 2017-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA RATIFYING PRIOR ACTION BY THE CHAIRMAN TO EXECUTE THE FIRST AMENDMENT OF THE DESIGN-BUILD CONTRACT BETWEEN THE AUTHORITY AND BLAIR CONSTRUCTION FOR THE SGS KYOCERA PROJECT.

WHEREAS, the Authority desires to show full and complete compliance with any and all statutory requirements and full technical adherence to any and all legal, moral and ethical standards for the performance of its duties.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that:

All actions of the Chairman of the Authority, for and on behalf of the Authority prior to the date hereof are in all respects ratified, approved and confirmed for the execution of the first amendment to the Design-Build Contract, aka "Build-To-Suit Purchase and Sale Agreement", between the Authority and Blair Construction for SGS Kyocera project located on Stinson Drive.

APPROVED:

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
CITY ATTORNEY

CERTIFICATE

I, the undersigned Secretary of the Industrial Development Authority of Danville, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of the Resolution duly adopted by a majority of the Directors of the Industrial Development Authority of Danville, Virginia present and voting at a meeting duly called and held on June 13, 2017, all in accordance with law, and that such Resolution has not been repealed, revoked or rescinded but is in full force and effect on the date hereof.

WITNESS my hand and the seal of the Authority this  
\_\_\_\_\_ day of June, 2017.

By \_\_\_\_\_  
SECRETARY  
INDUSTRIAL DEVELOPMENT AUTHORITY OF  
THE CITY OF DANVILLE, VIRGINIA

**FIRST AMENDMENT  
TO  
BUILD-TO-SUIT PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO BUILD-TO-SUIT PURCHASE AND SALE AGREEMENT (this "Amendment") is made effective as of May 23, 2017, by and between INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Seller") and KYOCERA SGS TECH HUB, LLC, a Virginia limited liability company ("Buyer").

**RECITALS**

WHEREAS, Buyer and Seller entered into that certain Build-to-Suit Purchase and Sale Agreement dated as of February 24, 2017 (the "Agreement") pertaining to the acquisition of certain real property by Seller, the construction of certain improvements thereon and the conveyance of such property to Buyer, as more particularly described in the Agreement; and

WHEREAS, Buyer and Seller have agreed to certain modifications to the Agreement and desire to amend the Agreement to reflect such modifications.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, Buyer and Seller hereby covenant and agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
2. Inspection Period. The Inspection Period shall be hereby extended to June 23, 2017.
3. Delivery of Survey. Section 6.2 of the Agreement shall be amended by deleting the text "not later than sixty (60) days after the Effective Date" from the first (1<sup>st</sup>) sentence of Section 6.2 of the Agreement and replacing such text with "not later than June 9, 2017".
4. No Other Amendments. The Agreement is hereby ratified by Buyer and Seller and except as amended herein shall continue in full force and effect in accordance with its original provisions as executed.
5. Authority. Each person or entity executing this Amendment on behalf of the Buyer and Seller represents to the other party that the undersigned has the authority to execute and deliver this Amendment on behalf of such party.
6. Counterparts and Signatures. This Amendment may be executed in counterparts, each of which shall constitute an original, but which, taken together, shall be one original agreement. Any counterpart of this Amendment may be executed and delivered by electronic transmission (including, without limitation, e-mail) or by portable document format (.pdf) and shall have the same force and effect as an original.
7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

8. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

**BUYER:**

**KYOCERA SGS TECH HUB, LLC,**  
a Virginia limited liability company

By: David E. Kuncle  
Name: DAVID E. KUNCLE  
Title: CHIEF FINANCIAL OFFICER

**SELLER:**

**INDUSTRIAL DEVELOPMENT AUTHORITY OF  
DANVILLE, VIRGINIA,**  
a political subdivision of the Commonwealth of Virginia

By: J. Neal Morris  
Name: J. Neal Morris  
Title: Chairman

## **Executive Summary**

### **Loan Commitment**

In order to construct the 28,000 square foot manufacturing facility for Kyocera SGS Tech Hub, LLC, the IDA needs to approve and authorize the Chairman, or in his absence any officer to execute a Term Loan Commitment with American National Bank and Trust Company in an amount not to exceed Three Million Eight Hundred Twenty-five Thousand Dollars (\$3,825,000) as well as approve and authorize the actual borrowing of an amount not to exceed \$3,825,000 from American National Bank and Trust Company.

PRESENTED: June 13, 2017

ADOPTED: June 13, 2017

RESOLUTION NO. 2017-\_\_\_\_.\_\_\_\_

A RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO EXECUTE A TERM LOAN COMMITMENT WITH AMERICAN NATIONAL BANK AND TRUST COMPANY IN AN AMOUNT NOT TO EXCEED \$3,825,000 AS WELL AS APPROVING AND AUTHORIZING THE ACTUAL BORROWING BY THE AUTHORITY OF AN AMOUNT NOT TO EXCEED \$3,825,000 FROM AMERICAN NATIONAL BANK AND TRUST COMPANY FOR THE CONSTRUCTION OF A 28,000 SQUARE FOOT MANUFACTURING FACILITY FOR KYOCERA SGS TECH HUB, LLC.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that the Chairman, or in his absence any officer, be, and hereby is, approved and authorized to execute a Term Loan Commitment with American National Bank and Trust Company in an amount not to exceed Three Million Eight Hundred Twenty-five Thousand Dollars (\$3,825,000) for the construction of a 28,000 square foot manufacturing facility for Kyocera SGS Tech Hub, LLC, substantially in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, by the Industrial Development Authority of Danville, Virginia that the Authority hereby approves and authorizes the actual borrowing of an amount not to exceed \$3,825,000 from American National Bank and Trust Company for the construction of A 28,000 square foot manufacturing facility for Kyocera SGS Tech Hub, LLC.

APPROVED:

---

Chairman

ATTEST:

---

Secretary

Approved as to  
Form and Legal Sufficiency:

---

City Attorney



**AMERICAN NATIONAL**  
*Your Relationship Bank*

P.O. Box 191 • 628 Main Street  
Danville, Virginia 24543-0191

May 17, 2017

Mr. T. Neal Morris, Chairman  
Industrial Development Authority of Danville, VA  
427 Patton Street – Suite 421  
Danville, VA 24541

**Re: Term Loan Commitment**

Dear Chairman Morris:

American National Bank and Trust Company (hereafter the "Bank"), is pleased to have approved for the Industrial Development Authority of Danville, VA (the "Borrower") a construction loan in an amount not to exceed \$3,825,000 (hereafter, the "loan") subject to the following terms and conditions:

**BORROWER:** The Industrial Development Authority of Danville, VA

**PURPOSE:**

Proceeds to fund construction of the new 28,000 square foot manufacturing facility for Kyocera SGS Tech Hub, LLC. Building being constructed in the Cyber Park in Danville, VA and to be sold to Kyocera at completion. Sales price is \$4,500,000, total building cost \$4,546,311.

**AMOUNT OF LOAN:**

\$3,825,000 maximum

**INTEREST RATE:**

Interest shall accrue at the Wall Street Journal Prime Rate (as defined in the Loan Documents) plus one half percent (0.50%) and shall change as and when the Prime Rate changes. The Interest rate shall never be lower than 4.25%. Interest shall accrue on the basis of a 360 day year as applied to actual days.

**COMMITMENT FEE:**

\$9,200.00

**REPAYMENT TERMS:**

Interest payments shall be due monthly based the outstanding balance. Maturity date shall be twelve (12) months from the date of the note.

**PREPAYMENT PENALTY:**

None

**GUARANTORS:**

The City of Danville, VA shall provide a Moral Obligation Agreement, in form and substance acceptable to the Bank, in support of the repayment of the Loan.

**COLLATERAL:**

A "To Be constructed" 28,000 square foot manufacturing facility on 10 acres of the IDA's property in the Cyber Park, Danville, VA. Total construction cost is \$4,546,311 and the sales price at completion is \$4,500,000. Loan to value of "as completed" appraisal is not to exceed 80%. Client to invest 15% cash equity into the project in addition to the land. Construction draws will be required to be submitted on AIA forms and inspections with pictures will be completed by the lender in conjunction with each draw request, which should not be more frequent than monthly. A minimum of 15% cash equity is required for the project and will be used prior to loan funds being disbursed. No cash out refinances or withdrawals of equity shall be allowed during the construction period. Additional collateral to consist of the following:

1. A conditional assignment of the construction contracts and documents;
2. A conditional assignment of the Build-to-Suit Purchase and Sale Agreement with Kyocera SGS Tech Hub, LLC, dated February 24, 2017;
3. A conditional assignment of the IDA's rights to receive payment for the construction of improvements as described in Section 2(b)(i) of the 1260 South Boston Road Cooperation Agreement with the Danville-Pittsylvania Regional Industrial Facility Authority ("RIFA") dated August 24, 2016 (the "Cooperation Agreement"); and
4. A conditional subordination to the Bank's deed of trust of the conveyance restrictions set forth in Section 2(c) of the Cooperation Agreement which subordination shall apply only in the event that RIFA may but fails to exercise its buyback rights under Section 2(b) of the Cooperation Agreement.

**COVENANTS:**

The borrower will maintain its primary banking relationship with American National Bank during the term of this loan.

**CLOSING COSTS AND EXPENSES:**

The Borrower shall pay all costs and expenses incurred by the Bank in connection with the Bank's review, due diligence and closing of the Loan, including any appraisal and attorneys' fees incurred by the Bank in connection with the negotiation and preparation of the loan documentation and the City of Danville Moral Obligation, without regard to whether the loan closes.

**PLANS AND SPECIFICATIONS:**

The Borrower shall furnish to the Bank a complete and final set of working plans and specifications in respect of the Security Property along with all requests for changes.

**CURRENT SURVEY:**

The Borrower shall furnish to the Bank a current survey showing no encroachments and otherwise acceptable to the Bank, prepared and certified by a certified land surveyor, which survey shall designate, without limitation, the dimensions of the secured property and the location of any buildings or improvements to be constructed thereon.

**COMPLIANCE WITH GOVERNMENTAL REGULATIONS:**

Prior to the commencement of construction and the initial Loan disbursement, Borrower shall furnish evidence acceptable to the Bank that the Security Property and the improvements to be constructed thereon comply with all applicable zoning ordinances, building codes and all other applicable local, state and federal laws, rules, regulations and/or requirements.

**HAZARD/BUILDERS RISK INSURANCE:**

With respect to the real estate collateral herein, the Bank shall have received prior to construction evidence satisfactory to the Bank of fire and casualty insurance in an amount not less than the full amount of the Loan (and flood insurance, if applicable) naming the Bank as a loss-payee thereunder with regard to such real estate.

**PERFORMANCE BOND:**

The Borrower shall furnish evidence acceptable to the Bank that a performance bond is provided by the contractor. Such bond shall be issued by a surety licensed in the state of the location of the security property in an amount not less than the full amount of the Loan naming the Bank as a loss-payee/additional obligee thereunder with regard to subject property.

**INSPECTIONS:**

The Borrower shall permit Bank and inspecting architect or engineer chosen or approved by the Bank to enter upon the property and inspect the same and the improvements thereon at all reasonable times preceding, during, and after construction.

**INSPECTION FEE:**

The Borrower may be charged an inspection fee at each inspection made prior to construction advances. This fee will be charged by the independent inspecting architect or engineer, which shall be paid by the Borrower.

**CONDITIONS TO FIRST ADVANCE:**

Prior to the making by the Bank of the first advance to the Borrower, the following conditions precedent shall have occurred.

The Bank shall have received, duly executed, or it's assigns, as needed, all promissory notes, loan agreements, deeds of trust, security agreements, financing statements, assignments, agreements, guaranties, resolutions, appraisals, insurances and other documents and instruments necessary or advisable in connection with the Loan, all of which shall be in form and substance satisfactory to the Bank and its counsel.

With respect to the personal property or other collateral described herein referred to above, the Bank shall have received (i) casualty insurance policies on tangible personal property naming the Bank as a loss payee thereunder, and (ii) evidence satisfactory to the Bank as to the validity,

enforceability and priority of the Bank's security interest therein, subject only to prior liens referred to in this commitment and such other exceptions as may be acceptable to the Bank in its sole discretion.

**DISBURSEMENT PROCEDURE:**

A) Upon receipt and approval by the Bank of all requisite Loan documents, and/or provided and so long as the Borrower complies with all obligations imposed upon the Borrower in the Loan documents and in this commitment, we agree to disburse funds as construction progresses and based on inspections acceptable to the Bank. In this regard, the Borrower must notify the Bank a minimum of three (3) business days in advance so that the Bank may schedule an inspection of the improvements. The Borrower shall also simultaneously notify the closing attorney to update title to the Security Property through the date the requested Loan disbursement is to be made and to give telephone advice to the Bank of the results of such up-date. An endorsement to the title policy extending the effective date through the date of the Bank's disbursement must promptly be furnished to the Bank. The Bank reserves the right to require receipt of the title up-date endorsement prior to the requested disbursement of Loan proceeds. During this disbursement procedure at no time shall the Bank be required to disburse Loan proceeds which, at the sole determination of the Bank, would result in the balance of the Loan proceeds being insufficient to pay for the complete cost of construction of the Security Property according to the plans and specifications thereof.

B) The Bank agrees to disburse the Loan proceeds in accordance with the General Contractor's Requisition for Payment, which must be approved, signed and certified by the supervising architect or engineer of the work performed, the General Contractor and the Borrower. The requisition and certification (it is suggested that American Institute of Architect's standard forms be used) must be in a form acceptable to the Bank and all items included under the requisition shall be subject to the Bank's final approval.

C) Property inspections and/or Loan disbursements will be limited to one per month.

**FINAL DISBURSEMENT**

Prior to final disbursement, the Bank shall have received in form and substance satisfactory to the Bank the following:

A) A certificate of completion relative to the Security Property signed by the General Contractor and supervising inspector evidencing that the improvements have been completed in accordance with the approved plans and specifications.

B) A final waiver of mechanics' and materialmen's lien executed by the General Contractor and each subcontractor.

C) A final endorsement with respect to the title insurance policy previously delivered.

D) A certificate of occupancy issued by the appropriate governmental authority having jurisdiction evidencing that the Security Property and occupancy thereof comply with all acceptable zoning ordinances, building codes and all other local, state and federal laws, rules regulations and/or requirements.

**TITLE INSURANCE AND APPRAISAL:**

The Loan is subject to Bank obtaining title insurance, at borrower's expense, containing no title exceptions except those satisfactory to the Bank, insuring the Bank's Credit Line Deed of Trust against the Property and the Bank determining that the market value of the Property equals or exceeds \$4,500,000.00. Market value is based on an existing appraisal in form and substance satisfactory to the Bank

which satisfies all of the applicable regulations adopted by the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation and the Office of the Comptroller of the Currency; and (b) an internal review by the Bank of the data, assumptions and conclusions found in the appraisal.

**ENVIRONMENTAL AUDIT:**

The loan is further subject to the Bank receiving an acceptable environmental report on the property. Depending on the type of property, this may be as simple as completion of a property history questionnaire and a search of public information databases. Please complete and return the attached Owners' Site Questionnaire. In order to minimize your costs, the Bank will analyze your completed Questionnaire and other available information of record to determine if further environmental due diligence is needed. There will be a \$100.00 charge to you for the records search report on each property. If at the sole discretion of the Bank, further environmental investigation or inspection is required, you will be so advised. Upon your authorization and at your expense, an acceptable report will be obtained from a qualified consultant acceptable to the Bank with respect to an investigation and audit of the Property, the scope of which will be defined by the Bank, demonstrating that the property is environmentally acceptable to the Bank.

**REPORTING REQUIREMENTS:**

The Borrower will provide the Bank if requested:

- Annually, within one hundred twenty (120) days following the end of the Borrower's fiscal year, provide Audited Financial Statements for the preceding year, including all schedules.

**REPRESENTATIONS AND WARRANTIES:**

Borrower represents and warrants to the Bank that the loan documentation will contain those standard representations and warranties customarily found in credit agreements of this nature, and others appropriate to this transaction, including but not limited to the following:

- All information that has been furnished to the Bank prior to this commitment being issued is true and accurate and the Borrower has not failed to disclose any information of a material nature regarding its business or financial condition.
- All financial statements, certificates and other information furnished, or to be furnished, to the Bank are, or shall be, true and accurate; and neither the Borrower nor any person liable for repayment of this loan has failed to disclose any information that could materially affect its properties, business or financial condition.

- The Borrower is a political subdivision of the Commonwealth of Virginia validly existing and in good standing under its laws, and is authorized to transact business in all necessary jurisdictions.
- This commitment, when accepted, and all documents and instruments to be executed and delivered to the Bank in connection with this commitment and the funding thereof, shall be duly authorized, valid, enforceable, and binding on the parties thereto, and shall not conflict with or constitute a breach of any other agreements or corporate documents of the Borrower.
- The conduct of Borrower's business operations do not and will not violate any federal laws, rules or ordinances for environmental protection, regulations of the Environmental Protection Agency and any applicable local or state law, rule, regulation or rule of common law and any judicial interpretation thereof relating primarily to the environment or Hazardous Materials.
- There is no litigation or proceeding pending or threatened against the Borrower or any other party liable to the Bank for the repayment of this loan, which may, in any way, adversely affect the financial condition, operation or prospects of the Borrower or such person.

**MATERIAL ADVERSE CHANGE:**

This commitment may be terminated, in the sole discretion of the Bank, upon the occurrence of a material adverse change in the financial condition of the Borrower or any other person liable to the Bank for the repayment of this loan.

**SURVIVAL:**

The terms and provisions of this commitment shall survive the closing of the loan made hereunder, the delivery of all documents necessary to carry out the provision of this commitment, and the funding and making of loans and disbursements hereunder.

**NON-ASSIGNABLE:**

This commitment and the right of Borrower to receive loans hereunder may not be assigned by Borrower.

**RELIANCE:**

This commitment constitutes an offer by the Bank to the Borrower to make a loan on the terms and conditions set forth herein and should not be relied upon by any third party for any purpose.

**AMENDMENT AND WAIVER:**

No alteration, modification, amendment or waiver of any terms and conditions of this commitment, or of any of the documents required by or delivered to the Bank under this commitment, shall be effective or enforceable against the Bank unless set forth in a writing signed by the Bank.

**GOVERNING LAW:**

This commitment and the Loan shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Jurisdiction for any disputes relative to this agreement or any related instrument agreements or documents shall be resolved in the Circuit Court for the City of Danville, Virginia.

**INTEGRATION:**

The terms set forth above represent the entire understanding between the Borrower and the Bank with respect to the subject matter of this commitment, and this commitment supersedes any prior and contemporaneous agreements, commitments, discussions and understandings, oral or written, with respect to the subject matter of this commitment.

If you find the terms and conditions of this commitment to be acceptable, please execute the enclosed copy of this letter and return it to the undersigned. If not accepted, this commitment shall expire on June 15, 2017.

We appreciate the opportunity to provide you with the financial services of American National Bank and Trust Company and look forward to a continuing mutually beneficial relationship.

Sincerely,



Ted R. Laws  
Senior Vice President

The foregoing terms and conditions are hereby understood, accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2017.

**Borrowers:**

Industrial Development Authority of Danville, VA

By: \_\_\_\_\_  
T. Neal Morris, Chairman

## **Executive Summary**

### **Contract with Reynolds-Clark Development Inc. for civil engineering services related to Easement Mapping**

The Office of Economic Development would like to have various mapping performed for the continuation of the development of the City of Danville and IDA properties located near 530 Craghead Street.

The mapping is needed as construction continues at the new Craghead Street parking lot, and there is a the need to create easements between the IDA and Rick Barker Properties LLC and also re-draw the lot lines for 523-525 Lynn Street (Parcels 26811 and 21396).

PRESENTED: June 13, 2017

ADOPTED: June 13, 2017

RESOLUTION NO. 2017-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CONTRACT WITH REYNOLDS-CLARK DEVELOPMENT INC. FOR CIVIL ENGINEERING SERVICES RELATED TO EASEMENT MAPPING.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes the Authority to enter into a contract with Reynolds-Clark Development Inc. for civil engineering services related to Easement Mapping 518, 542, Craghead Street, 525 Lynn Street, and a 10 foot joint use alley.

AND BE IT FURTHER RESOLVED, that the Chairman, or in his absence any officer, be, and hereby is, approved and authorized to execute said contract with Dewberry Engineers Inc. substantially in the form attached hereto and made a part hereof.

APPROVED:

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

---

City Attorney



May 30, 2017

Ms. Corrie Bobe  
Office of Economic Development  
City of Danville  
PO Box 3300  
Danville, VA 24543

**RE: Proposal for Civil Engineering Services  
Craghead Street Easements  
Danville, VA**

Dear Ms. Bobe:

Reynolds-Clark Development, Inc. (Reynolds-Clark) is pleased to submit a proposal for requested civil engineering services for your proposed project. Our understanding of the project and our proposed scope of services are described below.

### **UNDERSTANDING OF THE PROJECT**

It is our understanding that The Office of Economic Development would like to have various mapping performed for the continuation of the development of the City of Danville and IDA properties located near 530 Craghead Street, Danville, VA.

### **SCOPE OF SERVICES**

***Task 1:***  
**Easement Mapping**

**Easement 1:**

- Proposed Ingress/Egress Easement for #542 Craghead Street from IDA Property Parcel #25816. Easement to be based on Reynolds-Clark location shown on civil plans

**Easement 2:**

- Proposed Easement around Face of Wall which joins #518 Craghead St. Easement to be based on Reynolds-Clark location shown on civil plans if construction of wall is not substantially complete at time of survey.

**Easement 3:**

- Proposed Easement for use of 10' Joint Use Alley and an area of 5' offset outside of Elevator Shaft and an area just off the face of the new wall under construction. Easement to be based on Reynolds-Clark location shown on civil plans if construction of elevator shaft and wall is not substantially complete at time of survey.

**Easement 4:**

- Proposed Easement for a new transformer pad joining 525 Lynn Street. Easement to be based on field location.

**Task 2:**

**Task Understanding:**

It is our understanding that The Office of Economic Development would like have some lines shifted in order to make the transfer of property from IDA to future Grantees as seamless as possible.

We understand that The Industrial Development Authority would like to keep buildings #523 and 525 Lynn Street as separate properties and hold the existing property line which separates the parcels from the southwest side of the parcels until it reaches the northeast face of 525 Lynn Street where a new line will be established. The new line will proceed along the Face of 525 Lynn Street in a South Easterly direction cornering at a new line established just off the face of the Block wall at the corner of the entrance located off of Lynn Street, then following said line is an South Westerly direction along the face of the block wall located near the entrance until it strikes the existing right of way of Lynn Street, then with the Lynn Street right of way to the point of beginning.

The new parcel around #523 shall be as follows:

Beginning at a point at the intersection of the existing right of way of Lynn Street and the existing property line between 523 and 525 Lynn Street, then proceeding with the right of way for Lynn Street to the right of way for Newton Street, then proceeding in a North Easterly direction with Newton Street right of way to the intersection of the projected line located at the back of the concrete slab for the loading dock ( for 523), thence proceeding along the projected line to the existing property line between 523 and 525, then with the existing line between 523 & 525 to the point of beginning.

We further understand that the City of Danville has title to PIN 23104 and the lines being adjusted may require the City of Danville to deed to the IDA a strip of property.

### **FEES & PAYMENT POLICY**

Reynolds-Clark Development, Inc. proposes to provide the services detailed above in the SCOPE OF SERVICES for the following fees:

**1. Total Fee** **\$ 3,162 Lump Sum**

All services will be progress billed monthly until complete. Payment term will be NET thirty (30) days. Invoices not paid in full thirty (30) days from the date of invoice are subject to a suspension of work until the outstanding bill is paid, and a finance charge of 1 1/2% per month on the unpaid balance.

### **SCHEDULE**

Reynolds-Clark is prepared to begin immediately and to provide full attention to this project until it is complete. We will initiate work within one (1) week upon receipt of a signed proposal and notification to proceed. The entire project should take approximately 30 days.

### **SPECIAL CONDITIONS AND QUALIFICATIONS**

The fee estimate is based on the following clarifications and special conditions:

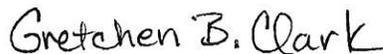
1. Should the scope of services as described above increase, Reynolds-Clark would negotiate additional fees for services beyond those originally proposed.
2. This proposal does not include any geotechnical testing, other types of construction testing, or full time construction inspection. Reynolds-Clark would be glad to negotiate the addition of these services if they are needed.
3. This proposal does not include permitting fees associated with any required permitting.
4. This proposal does not include any construction stakeout services.

We appreciate the opportunity to submit this proposal. Please give us a call at 434-656-8961 if you have any questions.

Sincerely,  
Reynolds-Clark Development, Inc.



Timothy C. Reynolds, P.E.  
Vice President



Gretchen B. Clark, P.E.  
President

This proposal of Reynolds-Clark Development, Inc. is accepted:

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Print (type) Individual, Firm, or Corporation

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Signature of Authorized Representative

Date

---

Print (type) Name of Authorized Representative

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## Executive Summary

### Ratify Change Order Number 2 in the amount of \$73,400 to the Original Contract for the Craghead Street Parking Lot.

During the construction of the Craghead Street parking lot, ED staff met with Blair Construction to make one additional change to the construction plans.

The IDA currently owns a small parking lot facing Craghead Street (Parcels 22443 and 22442). After much consideration internally and with private developers, it was determined that the best long-term use of this site would be for new construction.

While construction was already taking place, ED staff thought it would be best to go ahead and prepare for such development. This requires the retaining walls have to be constructed 4' deeper in the ground and unsuitable soils need to be replaced.

The change order covers the cost of materials, the installation of the retaining wall, and the removal/replacement of unsuitable soils in this area.

Staff requests the ratification of the attached change order number 2 in the amount of \$73,400.

PRESENTED: June 13, 2017

ADOPTED: June 13, 2017

RESOLUTION NO. 2017-\_\_\_\_.\_\_\_\_

RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA RATIFYING PRIOR ACTION TO EXECUTE CHANGE ORDER NUMBER 2 TO THE CONTRACT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY AND BLAIR CONSTRUCTION FOR THE CRAGHEAD STREET PARKING LOT IN THE AMOUNT OF \$73,400.

WHEREAS, the Authority desires to show full and complete compliance with any and all statutory requirements and full technical adherence to any and all legal, moral and ethical standards for the performance of its duties.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that:

All actions of the Chairman of the Authority, for and on behalf of the Authority prior to the date hereof are in all respects ratified, approved, and confirmed for the execution of Change Order Number 2 in the amount of \$73,400, to the Original Contract for the Craghead Street Parking Lot, dated January 13, 2017, between the Authority and Blair Construction to modify retaining wall between Durham Hosiery parking lot and Craghead Street future parking lots as shown on revised Reynolds Clark site drawing.

APPROVED:

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
CITY ATTORNEY

CERTIFICATE

I, the undersigned Secretary of the Industrial Development Authority of Danville, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of the Resolution duly adopted by a majority of the Directors of the Industrial Development Authority of Danville, Virginia present and voting at a meeting duly called and held on June 13, 2017, all in accordance with law, and that such Resolution has not been repealed, revoked or rescinded but is in full force and effect on the date hereof.

WITNESS my hand and the seal of the Authority this  
\_\_\_\_\_ day of June, 2017.

By \_\_\_\_\_  
SECRETARY  
INDUSTRIAL DEVELOPMENT AUTHORITY OF  
THE CITY OF DANVILLE, VIRGINIA

# CHANGE ORDER

AIA DOCUMENT G701

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

PROJECT: Craghead Street Parking Lot  
 (name, address) Craghead Street  
 Danville, VA 24541

CHANGE ORDER NUMBER: 2

DATE: May 30, 2017

TO CONTRACTOR: Blair Construction Inc.  
 (name, address) P.O. Box 612  
 Gretna, VA 24557

ARCHITECT'S PROJECT NO: N/A

CONTRACT DATE: January 13, 2017

The Contract is changed as follows:

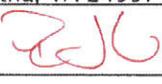
Add to modify retaining wall between Durham Hosiery parking lot & Craghead Street future Parking lot as shown on revised Reynolds Clark site drawings \$ 73,400.00

Total: \$ 73,400.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$1,050,000.00  
 Net change by previously authorized Change Orders ..... \$ 99,430.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$1,149,430.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (decreased) (unchanged) by this Change Order ..... \$ 73,400.00  
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be,..... \$1,222,830.00  
 The Contract Time will be (increased) (decreased) (unchanged) by..... ( ) Days  
 The Date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

N/A	Blair Construction Inc.	IDA Danville
ARCHITECT	CONTRACTOR	OWNER
	P.O. Box 612	P.O. Box 3300
Address	Address	Address
	Gretna, VA 24557	Danville, VA 24543
BY	BY 	BY
DATE	DATE 5/30/17	DATE

**AIA** CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

**Blair Construction, Inc.**23020 US Highway 29  
Gretna, Virginia 24557  
Phone (434) 656-6243  
Fax (434) 656-3290www.blairconstruction.com  
*Mailing:*  
Post Office Box 612  
Gretna, Virginia 24557

May 15, 2017

Corrie Bobe  
Danville Economic Development  
P.O. Box 3300  
Danville, VA 24540

Subject: Craghead Street Parking Lot Wall Revisions

Dear Ms. Bobe,

Blair Construction is pleased to provide a price of \$73,400.00 to make the changes to the retaining wall separating the Durham Hosiery parking lot & the Craghead Street future lot as shown on the attached Reynolds Clark updated retaining wall & structural drawings. The work associated with this proposal shall include:

- Excavate approximately 1,600CY of materials to lower retaining wall footing elevation from 418' to 412' & install steps in footing as shown on the attached drawings. Excavated soils to be hauled & disposed of offsite
- Supply & install approximately 14.43 tons additional rebar as required for lower footing & steps in footing
- Form & pour approximately 1,920SF addition cast in place wall associated with lower footing & steps in footing
- Import suitable fill to backfill excavated areas associated with retaining wall installation

Dunavant Engineering:	\$37,600.00
Rockingham Steel:	\$13,827.00
CCC Services:	\$15,300.00
Subtotal:	\$66,727.00
Blair OH&P:	\$ 6,673.00
Total:	\$73,400.00

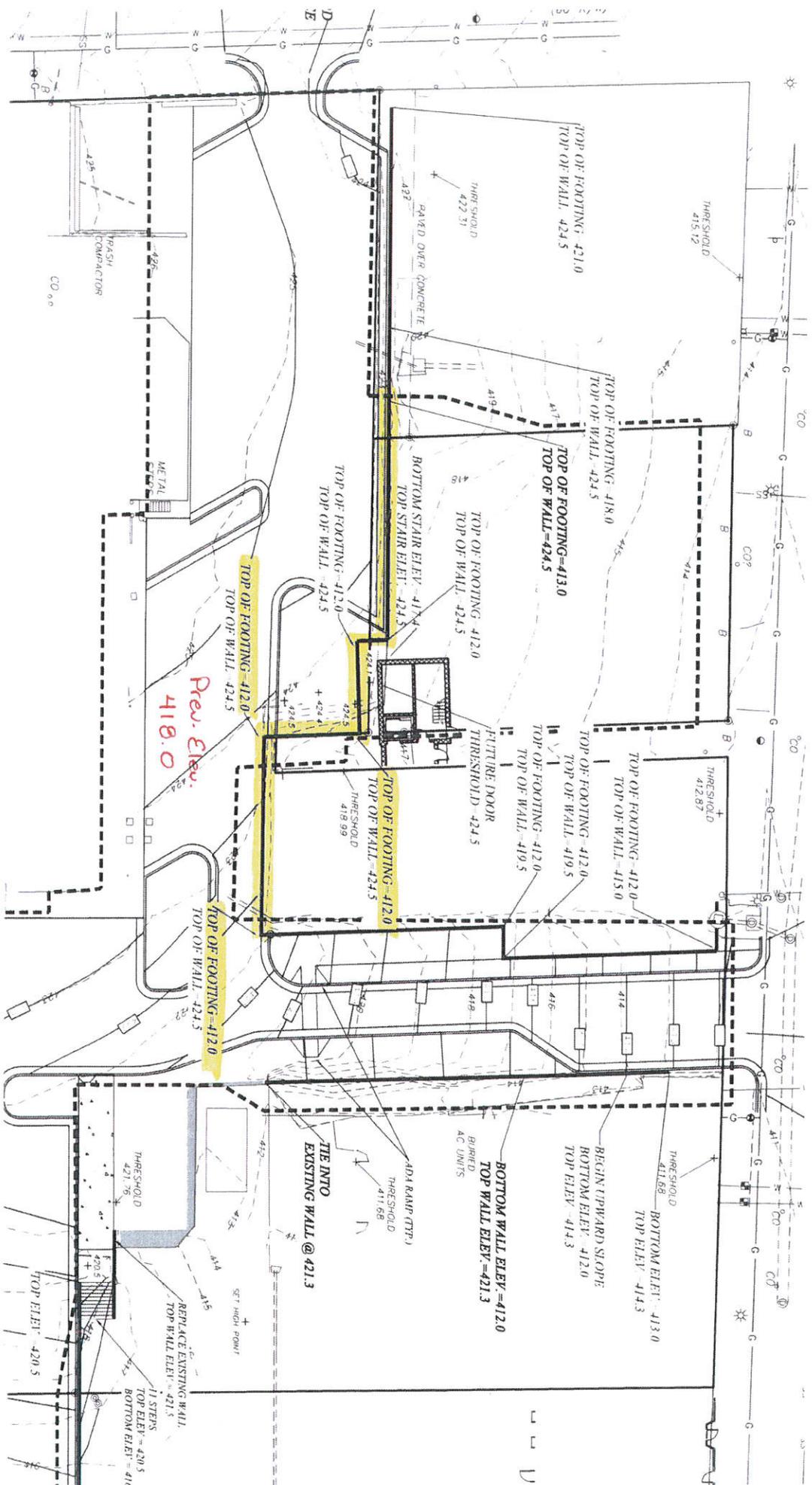
## Exclusions:

- Rock excavation
- Any changes outside of the area described above
- Any item not specifically described above

I trust you shall find this proposal in order. Should you have any questions, please feel free to contact me at [badkins@blair-construction.com](mailto:badkins@blair-construction.com) or 434-656-6243.

Thank you,

Bobby Adkins  
Project Manager  
Blair Construction Inc.



TOP OF FOOTING = 421.0  
 TOP OF WALL = 424.5

TOP OF FOOTING = 418.0  
 TOP OF WALL = 424.5

TOP OF FOOTING = 413.0  
 TOP OF WALL = 424.5

TOP OF FOOTING = 412.0  
 TOP OF WALL = 424.5

TOP OF FOOTING = 412.0  
 TOP OF WALL = 424.5

TOP OF FOOTING = 412.0  
 TOP OF WALL = 424.5

**Prev. Elev.  
 418.0**

TOP OF FOOTING = 412.0  
 TOP OF WALL = 424.5

TOP OF FOOTING = 412.0  
 TOP OF WALL = 415.0

TOP OF FOOTING = 412.0  
 TOP OF WALL = 419.5

TOP OF FOOTING = 412.0  
 THRESHOLD = 424.5

TOP OF FOOTING = 412.0  
 TOP OF WALL = 424.5

THRESHOLD = 411.68  
 BOTTOM ELEV. = 413.0  
 TOP ELEV. = 414.3

BEGIN UPWARD SLOPE  
 BOTTOM ELEV. = 412.0  
 TOP ELEV. = 414.3

BOTTOM WALL ELEV. = 412.0  
 TOP WALL ELEV. = 421.3

ADA RAMP (TRP)  
 THRESHOLD = 411.68

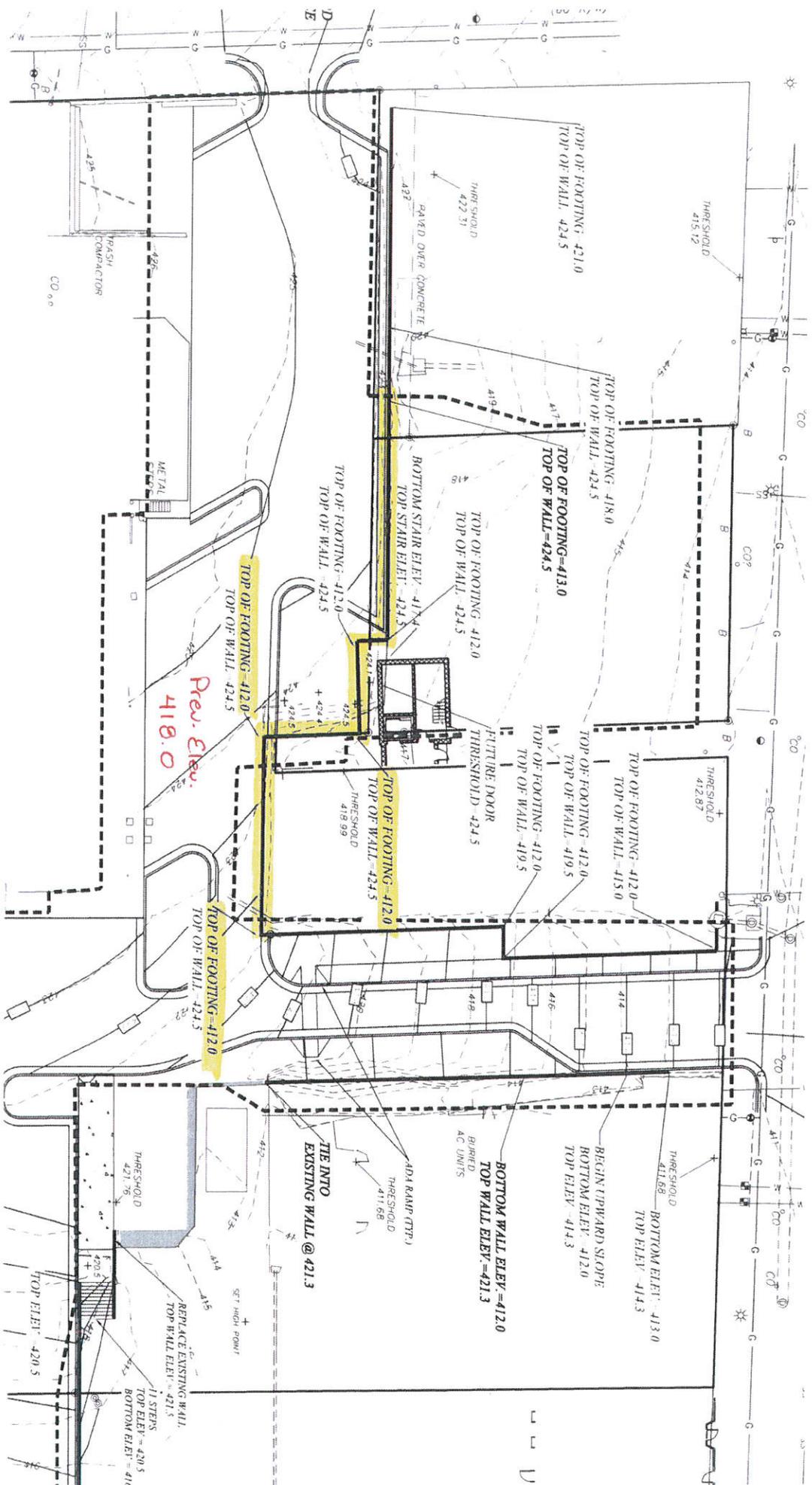
TIE INTO  
 EXISTING WALL @ 421.3

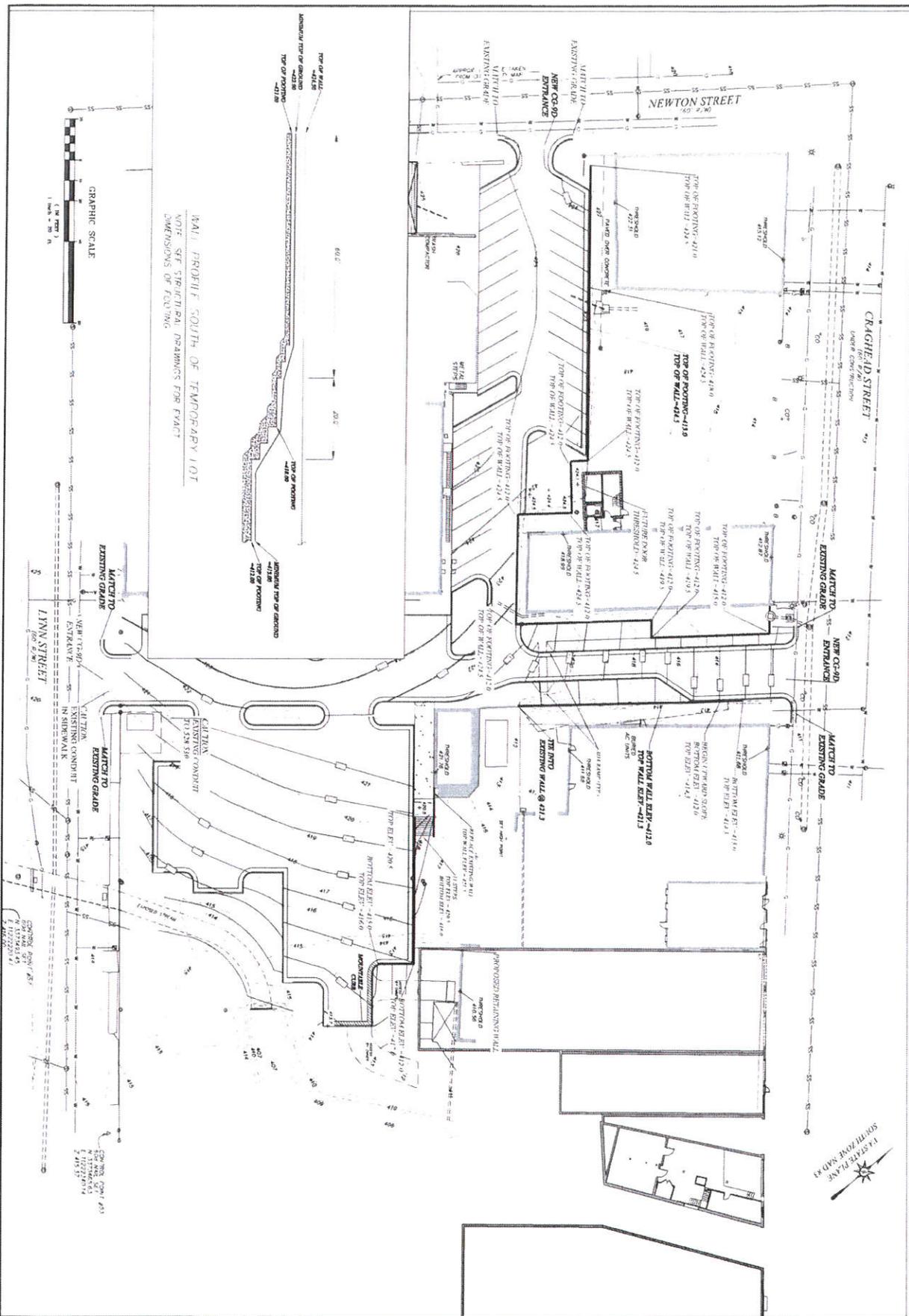
REPLACE EXISTING WALL  
 TOP WALL ELEV. = 421.3

11 STEPS  
 TOP ELEV. = 430.5  
 BOTTOM ELEV. = 411.0

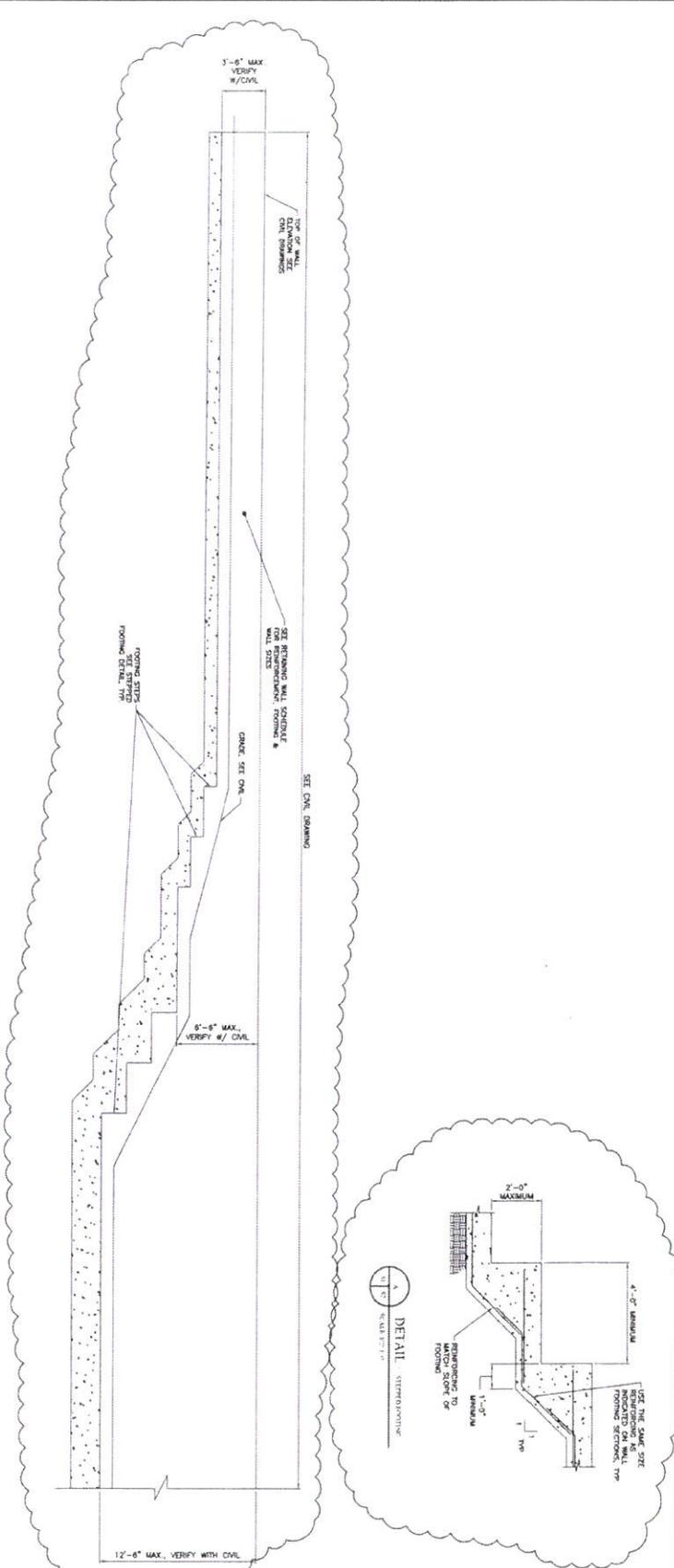
THRESHOLD = 421.76  
 TOP ELEV. = 420.5

THRESHOLD = 421.76  
 TOP ELEV. = 420.5





	<p><b>ELEVATOR/RETAINING WALL LAYOUT</b></p>		<p><b>CRAGHEAD STREET PARKING LOT</b> CITY OF DANVILLE, VIRGINIA</p>
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 PARTIAL ELEVATION RETAINING WALL  
 3/11/17

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION  
 FINAL REVIEW SET  
 3/11/17

<p>             PROJECT NO. 18-001              NOT FOR CONSTRUCTION              REVIEW SET              3/11/17           </p>	<p> <b>McKinley Lewis Associates, PLLC</b>              Structural Engineers              A DBE/MBE Certified Company              11111 RIVERCHASE DRIVE, SUITE 100              FARMERS BRANCH, TEXAS 75448              (972) 261-1111              www.mckinley-lewis.com           </p>	<p>             Reynolds Clark Development Inc.              11111 RIVERCHASE DRIVE, SUITE 100              FARMERS BRANCH, TEXAS 75448              (972) 261-1111           </p>	<p>             CRAGHEAD STREET              PARKING LOT              RETAINING WALLS              &amp; STAIRS              DALLAS, TX           </p>	<p>             STAIR &amp; WALL              DETAILS           </p> <p>             SHEET NO. S2              DATE: 3/11/17           </p>
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## Ford, Kimberly

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**From:** Teague, Corrie M  
**Sent:** Thursday, June 08, 2017 11:36 AM  
**To:** Ford, Kimberly  
**Subject:** FW: Craghead Street Parking Lot - Change Order Request  
**Attachments:** SKMBT\_C454e17053015260.pdf

Kimberly,

Below is Neal's email approving the additional \$73K to move forward with the retaining walls. I sent Bobby an email to proceed and will need to sign the attached change order.

Corrie

**From:** [tnealmorris@gmail.com](mailto:tnealmorris@gmail.com) [mailto:[tnealmorris@gmail.com](mailto:tnealmorris@gmail.com)] **On Behalf Of** Neal Morris  
**Sent:** Tuesday, May 30, 2017 9:33 AM  
**To:** Teague, Corrie M  
**Subject:** Re: Craghead Street Parking Lot - Change Order Request

Okay. Go ahead with the project.

Neal

On Tue, May 30, 2017 at 9:30 AM, Teague, Corrie M <[Corrie.Teague@danvilleva.gov](mailto:Corrie.Teague@danvilleva.gov)> wrote:

Hi Neal,

I should have better explained this change order in my previous email. I apologize for that. We actually made a change in the design of the retaining walls since the original quote. The IDA currently owns a small parking lot facing Craghead Street. Long term, this lot is best suited for new construction. We thought it would be best to go ahead and prepare for such development while the parking lot is under construction. This means that the retaining walls have to be constructed deeper in the ground. The change order covers the cost of materials, the installation of the retaining wall, and the removal/replacement of unsuitable soils in this area. (Unfortunately, they have come across quite a bit of unsuitable soils on the site.)

Corrie

**From:** [tnealmorris@gmail.com](mailto:tnealmorris@gmail.com) [mailto:[tnealmorris@gmail.com](mailto:tnealmorris@gmail.com)] **On Behalf Of** Neal Morris  
**Sent:** Tuesday, May 30, 2017 9:14 AM  
**To:** Teague, Corrie M  
**Cc:** Tucker, Telly D.  
**Subject:** Re: Craghead Street Parking Lot - Change Order Request

Good Morning, Corrie

I do not understand a company like Blair failing to include this work in their original quote. I do understand the need to proceed but I am going to forward this email to the other member of the IDA board for their approval for me to approve this.

Neal

On Tue, May 30, 2017 at 8:52 AM, Teague, Corrie M <[Corrie.Teague@danvilleva.gov](mailto:Corrie.Teague@danvilleva.gov)> wrote:

Neal,

I received a change order (attached) from Blair Construction for the retaining wall work and removal/replacement of unsuitable soils at the Craghead Street parking lot for approximately \$73,000. They would like to get started on this work while the weather is cooperating. I had planned to take it to the June IDA meeting, but they would really like to start on the work this week. We do have funds available in our River District account to cover this additional cost, however, given the price associated with this change order, I would need your permission to move forward before the June meeting. Could you please let me know if it is okay for Blair to begin this work?

**Corrie Teague Bobe**

*Assistant Director*

**CITY OF DANVILLE**

**ECONOMIC DEVELOPMENT**

---

427 Patton Street | P.O. Box 3300 | Danville, Virginia 24543

Tel: [434.793.1753](tel:434.793.1753) | Fax: [434.797.9606](tel:434.797.9606) | [www.discoverdanville.com](http://www.discoverdanville.com)

 Please consider the environment before printing this email.



Blair Construction, Inc.

23020 US Highway 29  
Gretna, Virginia 24557  
Phone (434) 656-6243  
Fax (434) 656-3290

www.blairconstruction.com  
Mailing:  
Post Office Box 612  
Gretna, Virginia 24557

May 15, 2017

Corrie Bobe  
Danville Economic Development  
P.O. Box 3300  
Danville, VA 24540

Subject: Craghead Street Parking Lot Wall Revisions

Dear Ms. Bobe,

Blair Construction is pleased to provide a price of \$73,400.00 to make the changes to the retaining wall separating the Durham Hosiery parking lot & the Craghead Street future lot as shown on the attached Reynolds Clark updated retaining wall & structural drawings. The work associated with this proposal shall include:

- Excavate approximately 1,600CY of materials to lower retaining wall footing elevation from 418' to 412' & install steps in footing as shown on the attached drawings. Excavated soils to be hauled & disposed of offsite
- Supply & install approximately 14.43 tons additional rebar as required for lower footing & steps in footing
- Form & pour approximately 1,920SF addition cast in place wall associated with lower footing & steps in footing
- Import suitable fill to backfill excavated areas associated with retaining wall installation

Dunavant Engineering:	\$37,600.00
Rockingham Steel:	\$13,827.00
CCC Services:	\$15,300.00
Subtotal:	\$66,727.00
Blair OH&P:	\$ 6,673.00
Total:	\$73,400.00

Exclusions:

- Rock excavation
- Any changes outside of the area described above
- Any item not specifically described above

I trust you shall find this proposal in order. Should you have any questions, please feel free to contact me at [badkins@blair-construction.com](mailto:badkins@blair-construction.com) or 434-656-6243.

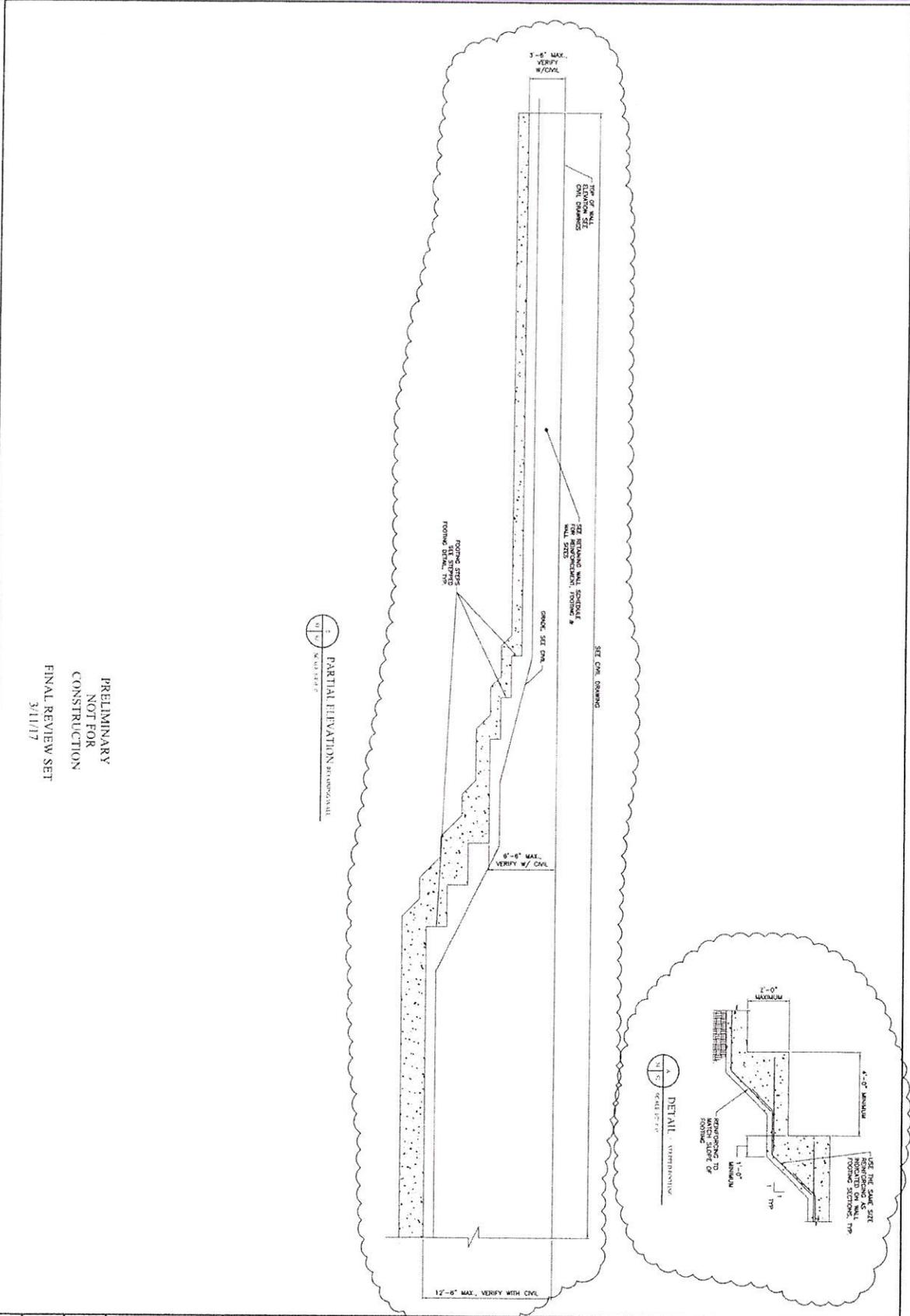
Thank you,



Bobby Adkins  
Project Manager  
Blair Construction Inc.







PRELIMINARY  
NOT FOR  
CONSTRUCTION  
FINAL REVIEW SET  
3/1/17

S2 SECTION	RETAINING WALL STAIRS	CRAGHEAD STREET PARKING LOT RETAINING WALLS & STAIRS DANVILLE, VA	Reynolds Clark Development, Inc. 1375 ROCKY DANVILLE, VA 24040	McKinley Lewis Associates, LLC Structural Engineers A DBFMBE Certified Company 4330 W. STATE ST. SUITE 100 DANVILLE, VA 24040 434.727.6300	PRELIMINARY NOT FOR CONSTRUCTION VIEW SET
	DATE: _____ DRAWN BY: _____ CHECKED BY: _____	DATE: _____ DRAWN BY: _____ CHECKED BY: _____	DATE: _____ DRAWN BY: _____ CHECKED BY: _____	DATE: _____ DRAWN BY: _____ CHECKED BY: _____	DATE: _____ DRAWN BY: _____ CHECKED BY: _____

## **Executive Summary**

### **Request for an additional \$15,103 to cover costs of removing the additional asbestos at 624-626 North Main Street.**

In a previous meeting, the IDA approved \$35,000 for demolition and asbestos removal from 624-626 North Main Street. During this process, the contractor realized that the amount of asbestos that needed to be removed from the building was significantly higher than expected. Staff is requesting an additional \$15,103 to cover costs of removing the additional asbestos.

PRESENTED: June 13, 2017

ADOPTED: June 13, 2017

RESOLUTION NO. 2017-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN ADDITIONAL \$15,103 FOR ASBESTOS REMOVAL AT 626 NORTH MAIN STREET.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it does hereby approve and authorize additional asbestos removal costs to the building located at 626 North Main Street in an amount not to exceed \$15,103; and

BE IT FURTHER RESOLVED that the Chairman, or in his absence any officer, is authorized to execute any and all documents in regards to the above referenced renovations.

APPROVED:

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney

CUST: INDUSTRIAL DEVELOPMENT  
AUTHORITY OF DANVILLE, VA  
427 PATTON STREET, ROOM 421  
DANVILLE VA 24541

JOB:626 NORTH MAIN-DANVILLE

APPLICATION NO: 1  
PERIOD ENDING : 05/10/17

Page: 1

FROM: Blair Construction, Inc.  
PO Box 612  
Gretna, VA 24557

ARCHITECT:NOT APPLICABLE

CONTRACT NO:  
CONTRACT DATE: / /  
SUBSTANTIAL COMPLETION DATE:

JOB DESCRIPTION:

CHANGE ORDERS				
	ADDITIONS	DEDUCTIONS		
PREVIOUS TOTAL	.00	.00	ORIGINAL CONTRACT AMOUNT.....	\$ 50,103.00
-----CURRENT-----			TOTAL CHANGE ORDER AMOUNT.....	\$ .00
Number	Date		TOTAL CONTRACT INCLUDING CHANGE ORDERS.....	\$ 50,103.00
			AMOUNT COMPLETED TO DATE.....	\$ 50,103.00
			RETAINAGE - .00% OF WORK COMPLETED.....	\$ .00
			.00% OF STORED MATERIAL	\$ .00
			TOTAL RETAINAGE.....	\$ .00
			COMPLETED TO DATE LESS RETAINAGE.....	\$ 50,103.00
			PREVIOUS AMOUNT BILLED.....	\$ .00
			CURRENT AMOUNT DUE.....	\$ 50,103.00
			AMOUNT REMAINING.....	\$ .00
TOTALS TO DATE	.00	.00		
NET AMOUNT		.00		

The undersigned Contractor certifies that to the best of it's knowledge and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by it for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 5/10/17

State of: VIRGINIA

County of: PITTSYLVANIA

Subscribed and sworn to me this 10 day of MAY 2017

Notary Public: Ellen R Creasy

My commission expires: 2/28/2019



ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ \_\_\_\_\_

ARCHITECT: \_\_\_\_\_ DATE \_\_\_\_\_

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payments are without prejudice to rights of the Owner or Contractor under this Contract.

Job Number: 3072 626 NORTH MAIN-DANVILLE

Application No.: 1

Period From: / /

Page Number 2

Project # :

Invoice Number : 3863

Thru: 05/10/17

====WORK COMPLETED====

Item #	Description	Scheduled Value	Previous Applicat.	This Period	Stored Material	Total Complete	Pct Compl	Balance To Finish	Retained
1	INT.ASBESTOS ABATEMENT	50,103.00	.00	50,103.00	.00	50,103.00	100	.00	.00
	Job Totals	50,103.00	.00	50,103.00	.00	50,103.00	100	.00	.00

Blair Construction, Inc.

23020 US Highway 29  
Gretna, Virginia 24557  
Phone (434) 656-6243  
Fax (434) 656-3290

www.blairconstruction.com  
Mailing:  
Post Office Box 612  
Gretna, Virginia 24557

September 15, 2016

Corrie Teague  
Assistant Director  
City of Danville Office of Economic Development  
P.O. Box 3300  
Danville, VA 24543

Subject: 626 North Main Street Additional Asbestos Abatement

Dear Ms. Teague,

Blair Construction, Inc. is pleased to provide a price of \$34,647.00 for the additional asbestos abatement uncovered after demo of the first, second & third floors at the 626 North Main Street, Danville, VA site. The work associated with this proposal shall include:

**General:**

- Rework existing electrical panels & install temporary electric service

**Third Floor:**

- Construct critical barriers and provide containment of areas being abated in compliance with current local, state, and federal EPA regulations.
- Removal and disposal of a 960SF section of ceiling.
- Removal and disposal of 3" of pigeon droppings.
- Treat the open area with a disinfectant.

**Second Floor:**

- Construct critical barriers and provide containment of areas being abated in compliance with current local, state, and federal EPA regulations.
- Removal and disposal of 320SF of ACM transite wall board from the bathroom and hall.
- Glovebag removal and disposal of 16LF of ACM vertical pipe insulation.
- Provide the state with 20 days notification prior to the removal of friable materials.

**Third Floor:**

- Construct critical barriers and provide containment of areas being abated in compliance with current local, state, and federal EPA regulations.
- Removal and disposal of 6,400SF (2 layers) of ACM flooring.

- Removal and disposal of 3,200SF of lay in ceiling tile.
- Glovebag removal and disposal of approximately 120LF of ACM pipe insulation.
- Provide the state with 20 days notification prior to the removal of friable materials.

**Exclusions:**

Any item not listed above

I trust you shall find this proposal in order. Should you have any questions, please feel free to contact me at 434-656-6243 or [badkins@blair-construction.com](mailto:badkins@blair-construction.com)

Thank you,



Bobby Adkins  
Project Manager  
Blair Construction Inc.

## **Executive Summary**

### **Loan to Thor Simpkins the owner of Piedmont Powder Coating**

Stanley Thor Simpkins is the owner of Piedmont Powder Coating, an IDA tenant at 750 Craghead Street. Mr. Simpkins currently rents a diesel air compressor at least three times per month to help prepare items for powder coating. Unfortunately, this piece of equipment leases for \$106/day. On average, he is paying \$424/month to use this piece of equipment.

He was able to find a used compressor to purchase for \$9,000. He has applied for a \$9,000 loan from the IDA to purchase this item. The loan committee met and required Mr. Simpkins to meet with a consultant through the Longwood Small Business Development Center to assist him with creating a business pro-forma, setting up a book-keeping service for his company, and beginning his business planning process.

He has met all of these requirements. The \$9,000 loan will be amortized over a 5-year period at 4% interest, which results in a monthly debt service payment of \$166.

PRESENTED: June 13, 2017

ADOPTED: June 13, 2017

RESOLUTION NO. 2017-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AUTHORIZING AND APPROVING A LOAN NOT TO EXCEED THE PRINCIPAL AMOUNT OF \$9,000 TO STANLEY THOR SIMPKINS THE OWNER OF PIEDMONT POWDER COATING.

WHEREAS, it is the purpose and intent of the Industrial Development Authority to aid the promotion of economic development within the City of Danville; and

WHEREAS, in order to facilitate the promotion of economic development within the City of Danville the Industrial Development Authority may have to aid in funding for such purposes; and

WHEREAS, Stanley Thor Simpkins the owner of Piedmont Powder Coating has requested a loan from the Industrial Development Authority in the amount of Nine Thousand Dollars (\$9,000) at four percent (4%) to be paid back in five (5) years; and

WHEREAS, the Industrial Development Authority Loan Committee has reviewed the application and is recommending a loan to Stanley Thor Simpkins the owner of Piedmont Powder Coating in the principal amount not to exceed Nine Thousand Dollars (\$9,000) at four percent (4%) to be paid back in five (5) years.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia, that it does hereby authorize and approve a loan to Stanley Thor Simpkins the owner of Piedmont Powder Coating in the principal amount not to exceed Nine Thousand Dollars (\$9,000) at four percent (4%) to be paid back in five (5) years; and

BE IT FURTHER RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby authorize its Chairman, or in his absence the Vice-Chairman, to execute any and all documents pertaining to said loan.

APPROVED:

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney

## **Executive Summary**

### **Contract with Dewberry Engineers Inc. for the structural assessment of the White Mill Building**

It was determined that as a part of the due diligence for the purchase of the White Mill that a structural assessment of the building be performed. Dewberry Engineers Inc. has performed the assessment and the IDA is being asked to approve and authorize the Authority to enter into a contract with Dewberry Engineers Inc. in an amount not to exceed Eight Thousand Five Hundred Dollars (\$8,500).

PRESENTED: June 13, 2017

ADOPTED: June 13, 2017

RESOLUTION NO. 2017-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CONTRACT WITH DEWBERRY ENGINEERS INC. IN AN AMOUNT NOT TO EXCEED \$8,500 FOR THE STRUCTURAL ASSESSMENT OF THE WHITE MILL BUILDING.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes the Authority to enter into a contract with Dewberry Engineers Inc. in an amount not to exceed Eight Thousand Five Hundred Dollars (\$8,500) for the structural assessment of the White Mill Building.

AND BE IT FURTHER RESOLVED, that the Chairman, or in his absence any officer, be, and hereby is, approved and authorized to execute said contract with Dewberry Engineers Inc. substantially in the form attached hereto and made a part hereof.

APPROVED:

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

---

City Attorney



# Short Form Contract

**RETURN TO: Dewberry Engineers Inc.**  
551 Piney Forest Road  
Danville, Virginia 24540  
434.797.4497

**CLIENT: City of Danville Economic Development Council**  
3300 Patton Street  
Danville, Virginia 24541

## PROJECT INFORMATION

**Name:** White Mill Structural Evaluation

**Dewberry Job #:**

**Dewberry BU:** 2780

**Contract Effective Date:** April 10, 2017

**Client Number:**

**Dewberry PM:**

Larry Hasson

**Contract Expiration:** July 15, 2017

### A. Method of Payment and Contract Amount

Total estimated fee for Dewberry's Services: **\$8,500**, in accordance with the terms as included in the Attachments to this Agreement.

The standard billing rate schedule (Attachment A, dated **August 27, 2016**) are attached hereto and made a part of this Agreement.

### B. Terms and Conditions

The standard terms and conditions (Attachment B Standard Terms and Conditions, dated 1/17) for Dewberry's Services are attached hereto and made a part of this Agreement.

### C. Description of Services

Provide a limited structural assessment of the White Mill Building in Danville, Virginia to determine the general structural condition of the building, identify possible structural deficiencies, and provide recommendations and cost associated with remedial work. A general assessment of the existing roof and other building exterior systems will be evaluated. Dewberry shall provide a written report and will attend Council Meetings with City of Danville EDC to present findings.

Services covered by this Agreement will be performed in accordance with the Attachments referenced above. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties. Dewberry will not be required to render services until this Agreement is signed, returned and the applicable retainer, if appropriate, is paid in full. Dewberry is an equal opportunity employer and, as such, complies with Section 202 of Executive Order 11246 as amended.

## Authorized Signatures

DEWBERRY

Date: 6.6.2017

Larry W. Hasson, AIA, DBIA

Architectural Department Manager | Senior Associate

CLIENT

Date: \_\_\_\_\_

Telly Tucker

Director of Economic Development

City of Danville Economic Development Council

3300 Patton Street

Danville, Virginia 24541

Billing address

# Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
<b>Professional</b>	
Principal	\$275.00
Architect I,II,III	\$85.00, \$95.00, \$110.00
Architect IV,V,VI	\$125.00, \$140.00, \$160.00
Architect VII,VIII,IX	\$180.00, \$195.00, \$210.00
Interior Designer I,II,III,IV	\$75.00, \$85.00, \$105.00, \$140.00
Engineer I,II,III	\$95.00, \$105.00, \$120.00
Engineer IV,V,VI	\$135.00, \$155.00, \$170.00
Engineer VII,VIII,IX	\$185.00, \$200.00, \$220.00
Other Professionals I, II, III	\$90.00, \$105.00, \$115.00
Other Professionals IV, V,VI	\$135.00, \$150.00, \$165.00
Other Professionals VII, VIII, IX	\$185.00, \$210.00, \$220.00
<b>Technical</b>	
Geographer/GIS I,II,III	\$85.00, \$95.00, \$105.00
Geographer/GIS IV,V,VI	\$115.00, \$130.00, \$150.00
Geographer/GIS VII,VIII,IX	\$175.00, \$195.00, \$210.00
Designer I,II,III	\$100.00, \$115.00, \$135.00
Designer IV,V,VI, VII	\$150.00, \$170.00, \$190.00, \$200.00
CADD Technician I,II,III,IV	\$70.00, \$85.00, \$95.00, \$110.00
Surveyor I,II,III	\$55.00, \$65.00, \$80.00
Surveyor IV,V,VI	\$95.00, \$105.00, \$120.00
Surveyor VII,VIII,IX	\$140.00, \$160.00, \$180.00
Other Technical I,II,III	\$60.00, \$80.00, \$100.00
Other Technical IV, V, VI	\$115.00, \$130.00, \$150.00
<b>Construction</b>	
Construction Professional I,II,III	\$120.00, \$135.00, \$150.00
Construction Professional IV,V,VI	\$175.00, \$195.00, \$210.00
Inspector I,II,III	\$80.00, \$95.00, \$105.00
Inspector IV,V,VI	\$125.00, \$135.00, \$150.00
<b>Administration</b>	
Admin Professional I,II,III,IV	\$65.00, \$85.00, \$95.00, \$110.00
Non-Labor Direct Costs	Cost + 15%

\*\* Company Confidential and Proprietary

**ATTACHMENT B  
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness and completeness of any document which was prepared by another entity.
  - b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven (7) days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 ½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
  - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement. Despite anything in this Paragraph 16 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.