

Danville-Pittsylvania Regional Industrial Facility Authority

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

REVISED AGENDA

May 11, 2020

12:00 P.M.

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

County of Pittsylvania Members

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

City of Danville Members

**Fred O. Shanks, III, Vice Chairman
Sherman M. Saunders
J. Lee Vogler, Jr., Alternate**

Staff

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

Danville-Pittsylvania Regional Industrial Facility Authority

1. MEETING CALLED TO ORDER

2. ROLL CALL AND CONFIRMATION OF MEETING LOGISTICS

3. PUBLIC COMMENT PERIOD

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

4. APPROVAL OF MINUTES OF THE APRIL 14, 2020 MEETING

5. NEW BUSINESS

- A. Consideration of Resolution No. 2020-05-11-5A, approving Change Order 9 to the site development work by Haymes Brothers, Inc., a Virginia corporation, originally approved under Resolution No. 2017-02-24-4A, including construction of a roadway and the installation of a fence and gate for Pad A on Lot 4, in the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, increasing the contract price by \$47,433.00 – Brian K. Bradner, P.E., Vice President, or Shawn R. Harden, P.E., Senior Associate, Dewberry Engineers Inc.
- B. Consideration of Resolution No. 2020-05-11-5B, approving Change Order 5 to the Phase I Sanitary Sewer Project work by Haymes Brothers, Inc., a Virginia corporation, originally approved under Resolution No. 2018-03-12-5A, including completion of the sewer force main along Berry Hill Road, in the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, increasing the contract price by \$1,335,128.76 – Mr. Bradner or Mr. Harden
- C. Consideration of Resolution No. 2020-05-11-5C, authorizing a Temporary Parking License Agreement with Major Construction, Inc., a Virginia corporation, to use the parking lot for vehicle and equipment parking, located on property owned by the Authority, more commonly known as 1260 South Boston Road (Tax PIN 76441), located in Danville, Virginia – Corrie M. Teague-Bobe, Interim Director, Danville Economic Development and Michael C. Guanzon, Christian & Barton, LLP, legal counsel to the Authority
- D. Consideration of Resolution No. 2020-05-11-5D, ratifying that certain Local Performance Agreement, pursuant to Resolution No. 2019-12-09-7A, with Just Greens, LLC, doing business as AeroFarms, a Delaware limited liability company, a previously undisclosed industry recruit, for the establishment and operation of a new vegetable growing and processing facility in the Authority's Cane Creek Centre Industrial Park, located in Pittsylvania County, Virginia, and the City of Danville, Virginia – Matthew D. Rowe, Director of Economic Development, Pittsylvania County and Mr. Guanzon
- E. Consideration of Resolution No. 2020-05-11-5E, approving one-time trash removal and demolition services with Marshall Construction Co., Inc., a Virginia corporation, related to the building more commonly known as 2471 Tom Fork Road (Tax GPIN 2347-04-1865) on Lot 7B of the Authority's Cane Creek Centre Industrial Park project located in

Danville-Pittsylvania Regional Industrial Facility Authority

Pittsylvania County, Virginia and the City of Danville, Virginia, for a fee of \$10,157.46, subject to adjustments – David M. Smitherman, County Administrator, Pittsylvania County

- F. Consideration of Resolution No. 2020-05-11-5F, approving the proposed property modifications relating to that certain Contract of Sale dated November 21, 2019, between the Authority and RealtyLink Investments, LLC, a South Carolina limited liability company, pursuant to Resolution Nos. 2019-09-09-5E and 2019-11-12-5A, for Lots 3A and 3B in the Authority's Cane Creek Centre project, located in Pittsylvania County, Virginia and the City of Danville, Virginia to facilitate purchaser to proceed to closing – Mr. Rowe, Mr. Guanzon and Mr. Harden
- G. Financial Status Reports as of April 30, 2020 – Michael L. Adkins, CPA, Treasurer of the Authority, and/or Henrietta Weaver, CPA, City of Danville, Virginia
[via Conference Line: +1 (646) 558-8656 and Meeting ID: 990 8333 3409]

6. CLOSED SESSION

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

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

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RETURN TO OPEN SESSION

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

7. COMMUNICATIONS FROM:

- A. Authority Board Members
- B. Staff

8. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	05/11/2020
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's approval are the Meeting Minutes from the Tuesday, April 14, 2020 Meeting.

ATTACHMENTS

Meeting Minutes – 04/14/2020

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

April 14, 2020

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:11 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 207, Danville, Virginia. Present were City of Danville Members Vice Chairman Fred O. Shanks, III, Sherman M. Saunders and Alternate J. Lee Vogler. Pittsylvania County Members present were Ronald S. Searce, Alternate Vic Ingram was absent and *Chairman Robert W. Warren attended the meeting electronically*. Mr. Saunders entered at 12:26 p.m.

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

Vice Chairman Fred O. Shanks, III presided.

CONFIRMATION OF MEETING LOGISTICS

Legal Counsel to the Authority Michael Guanzon stated, "This meeting is covered by the operation-of-government exemption under paragraph 7(e) of Governor Ralph S. Northam's Executive Order 55. Space for the public and media will be limited in compliance with the Governor's Executive Orders 51, 53 and 55 regarding the prohibition of in-person gatherings of more than 10 individuals. Seating for the public and media shall be limited to a maximum of five seats, on a first come basis. Once the maximum seating capacity is reached, the entrance door to the building (which is otherwise closed to the public) will be relocked. Seats will be assigned. In accordance with social distancing standards, attendees must remain seated at his or her assigned seat except for ingress to and egress from the meeting room. Members of the public and media may attend the open session portion of the meeting via conference call communication: Conference Line: +1 (646) 558-8656; Meeting ID: 779-763-156." Mr. Guanzon explained when the Authority goes into Closed Session, because the Institute is closed, if the media could go to the lobby and maintain social distancing standards.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

APPROVAL OF MINUTES OF THE MARCH 9, 2020 MEETING

Upon **Motion** by Mr. Vogler and **second** by Mr. Searce, Minutes of the March 9, 2020 Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION OF RESOLUTION NO. 2020-04-14-5A RATIFYING THE ACCESS EASEMENT AGREEMENT WITH POINDEXTER PROPERTIES LLC

Pittsylvania County Director of Economic Development Matt Rowe explained this ratification was needed based on the closing of the sale of the property from IKEA Industries to Morgan Olsen; they closed at the end of March. Mr. Guanzon explained the property that Morgan

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Olsen's affiliate had purchased was landlocked. The property that surrounds it was owned by RIFA, but was being ground leased to Morgan Olsen. To make sure that the title insurance works for Morgan Olsen's affiliate, they need to memorialize the easement.

Mr. Scarce **moved** for adoption of *Resolution No. 2020-04-14-5A, ratifying that certain Access Easement Agreement dated March 9, 2020, between the Authority as grantor and Poindexter Properties, LLC, a Delaware limited liability company, as grantee, for a perpetual, non-exclusive access easement over certain land in the Authority's Cane Creek Centre project located in Pittsylvania County, Virginia, with GPINs 2347-04-1865 and 2347-15-7310, more commonly known as Lots 7B and 7C.*

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

VOTE: 3-0
AYE: Scarce, Shanks, Vogler (3)
NAY: None (0)

5B. CONSIDERATION OF RESOLUTION NO. 2020-04-14-5B APPROVING THE DEED OF EASEMENT FROM THE AUTHORITY TO MID-ATLANTIC BROADBAND

Mr. Rowe explained this related to an easement needed by Mid-Atlantic Broadband to take fiber conduits to the Morgan Olsen plant. It was a time issue for them as they still intend on meeting the June manufacturing date. Mr. Guanzon noted because the property that Morgan Olsen's affiliate has was landlocked, they can only get an internet connection if it goes through RIFA's property that was already ground leased to Morgan Olsen.

Mr. Scarce **moved** for adoption of *Resolution 2020-04-14-5B, approving that certain Deed of Easement from the Authority to Mid-Atlantic Broadband Communities Corporation, a Virginia nonstock corporation, for a perpetual, non-exclusive easement and right of way to install and maintain a communication system on a portion of certain real property in the Authority's Cane Creek Centre project located in Pittsylvania County, Virginia, tax GPIN 2347-04-1865, commonly known as Lot 7B.*

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

VOTE: 3-0
AYE: Scarce, Shanks, Vogler (3)
NAY: None (0)

5C. CONSIDERATION OF RESOLUTION NO. 2020-04-14-5C APPROVING CHANGE ORDER 8 WITH HAYMES BROTHERS FOR PHASE 1 PAD EXPANSION ON LOT 4

Shawn Harden of Dewberry Engineers explained this was a clean up change order to rectify the quantities of undercut versus what the original quantities were in the project. The original change order bid for the pad expansion included 5,815 cubic yards. They ended up getting a little bit more, and needed to undercut 9,720; there was a 3,905 cubic yard difference, at a unit cost of \$12.00 per cubic yard. Mr. Shanks questioned if that was due to unsuitable materials and Mr. Harden noted it was. When they got into the pad expansion area, they were running into about a foot and a half to two feet of slop.

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Mr. Vogler **moved** for adoption of *Resolution No. 2020-04-14-5C, approving Change Order 8 to the site development work by Haymes Brothers, Inc., a Virginia corporation, originally approved under Resolution No. 2017-02-24-4A, including construction of a Phase 1 pad expansion for Pad A on Lot 4, in the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, increasing the contract price by \$46,860.00.*

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

VOTE: 3-0
AYE: Searce, Shanks, Vogler (3)
NAY: None (0)

5D. CONSIDERATION OF RESOLUTION NO. 2020-04-14-5D APPROVING A ONE YEAR RENEWAL OF THE LEASE TO THE OSBORNE COMPANY

Mr. Guanzon noted this was another one year renewal; it was terminable upon notice if RIFA needed to have it vacated. It was recommended because the Mega Park was so large, it was good to have someone on the property that could do some surveillance. Mr. Shanks questioned termination of the lease and Mr. Guanzon explained the property could be shown with twenty four hours notice, and had a sixty day termination.

Mr. Vogler **moved** for adoption of *Resolution No. 2020-04-14-5D, approving a one-year renewal of the lease to the Osborne Company of North Carolina, Inc., a North Carolina corporation, of approximately 100 acres of pastureland in the Authority's Southern Virginia Megasite at Berry Hill project (a portion of GPINs 1366-78-4718 and 1367-70-4519), commonly known as 4380 Berry Hill Road, in Pittsylvania County, Virginia; the lease term shall be subject to a right of landlord to show the demised premises upon at least 24-hours notice and the obligation of tenant to keep the identity of any prospective business recruits confidential until a public announcement is made, if ever, or as otherwise required by law; the Authority shall have the right to early terminate the lease with at least 30-days notice; and the lease shall be for the use of harvesting grass hay and incidental uses acceptable to the Authority, at a total rental fee of \$1,000.00.*

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

VOTE: 3-0
AYE: Searce, Shanks, Vogler (3)
NAY: None (0)

5E. FINANCIAL STATUS REPORTS AS OF MARCH 31, 2020

Mr. Adkins gave the Financial Status report as of March 31, 2020, beginning with the Cane Creek Bonds which showed no expenditures for the month of March. General Expenditures for the current fiscal year show RIFA expended \$950 to Power Signs for sign changes at Cane Creek, \$311 for meals and \$61 for utilities. Funding Other than Bonds for the Mega Site showed no expenditures for March. Lot 4 Site Development shows RIFA expended \$286,000 to Haymes Brothers for the continued Phase 1 Pad Expansion work, and \$8,450 to Dewberry for Amendment No. 19. Lot 8 Site Development showed no expenditures for March. Water and Sewer showed RIFA expended \$69,195 to Dewberry for Amendment No. 28. Rent, Interest and Other Income showed RIFA received \$50,825 from the Institute which represents

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two months of rent, \$608 in interest income, and paid \$25,412 to the Institute for the Hawkins' Building maintenance. Page 52 was a recap of the expenditures for March.

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

VOTE: 3-0
AYE: Scarce, Shanks, Vogler (3)
NAY: None (0)

6. CLOSED SESSION

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

At 12:25 p.m. Mr. Scarce **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects located in Pittsylvania County, Virginia, and/or Danville, Virginia;

B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and

C. As permitted by Virginia Code §§ 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority.

D. As permitted by Virginia Code §2.2-3711(A)(8) for consultation with Mr. Guanzon as legal counsel employed or retained by the Authority regarding specific legal matters requiring the provide of legal advice by him.

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

VOTE: 3-0
AYE: Scarce, Shanks, Vogler (3)
NAY: None (0)

D. On **Motion** by Mr. Scarce and **second** by Mr. Vogler and by unanimous vote at 2:18 p.m., the Authority returned to open meeting.

E. Mr. Scarce **moved** for adoption of the following Resolution:

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

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

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

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

VOTE: 4-0
AYE: Scarce, Shanks, Saunders, Vogler (4)
NAY: None (0)

7. COMMUNICATIONS

COVID-19 and Meeting Logistics – Mr. Guanzon thanked Board Members and Staff for adhering to the meeting logistics and questioned if they had any feedback. He was not sure if they would have this room available again for the May meeting, but it would be likely they would have to meet in a similar format. Mr. Shanks noted the general feeling was the room was set up very well; Mr. Guanzon stated they would check on the microphones.

Meeting adjourned at 2:22 p.m.

APPROVED:

Chairman

Secretary to the Authority

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5A
Meeting Date:	05/11/2020
Subject:	Resolution 2020-05-11-5A
From:	Brian K. Bradner, PE, Vice President, or Shawn R. Harden, PE, Senior Associate, Dewberry

SUMMARY

Attached for the Board's approval is Resolution 2020-05-11-5A, approving Change Order 9 to site development work by Haymes Brothers.

ATTACHMENTS

Resolution
Exhibit A

Resolution No. 2020-05-11-5A

A RESOLUTION APPROVING CHANGE ORDER 9 TO THE SITE DEVELOPMENT WORK BY HAYMES BROTHERS, INC., A VIRGINIA CORPORATION, ORIGINALLY APPROVED UNDER RESOLUTION NO. 2017-02-24-4A, INCLUDING CONSTRUCTION OF A ROADWAY AND THE INSTALLATION OF A FENCE AND GATE FOR PAD A ON LOT 4, IN THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, INCREASING THE CONTRACT PRICE BY \$47,433.00

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

WHEREAS, the Authority approved certain site development work (the “**Original Work**”) to the Authority’s Southern Virginia Megasite at Berry Hill project (“**SVM**”) located in Pittsylvania County, Virginia, under Resolution No. 2017-02-24-4A, by Haymes Brothers, Inc., a Virginia corporation (“**Haymes**”); and

WHEREAS, Haymes has submitted Change Order 9, recommended by the Authority’s engineers, which would include the construction of a stoned roadway for access to Pad A on SVM’s Lot 4, and the installation of a fence and gate to provide added security, increasing the contract price by \$47,433.00 (the “**Change Order 9 Amount**”), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Change Order 9**”); and

WHEREAS, the Authority has determined that Change Order 9 is reasonable, necessary and proper for the further development of SVM; and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that funding for the Change Order 9 Amount is within “**Lot 4 Site Development**”, a funding sheet under the budget previously approved by the Authority for this project for this purpose (funding source: Virginia Tobacco Region Revitalization Commission Grant No. 2491); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, and in further development of SVM, for the Authority to accept Change Order 9.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority does hereby approve the acceptance of Change Order 9, and hereby authorizes the Chairman or the Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver Change Order 9 and any such

Resolution No. 2020-05-11-5A

other documents in connection with the acceptance of Change Order 9, with such amendments, deletions or additions thereto, so long as the price for Change Order 9 does not exceed five percent (5%) of the Change Order 9 Amount, and is supported under the Authority's budget as certified by the Authority's Treasurer, as may be approved by the Chairman or the Vice Chairman, such execution by the Chairman or the Vice Chairman to conclusively establish his approval of Change Order 9 or such other related documents and any amendments, deletions or additions thereto.

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by Change Order 9 or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to Change Order 9 and the matters contemplated therein.

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

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CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on May 11, 2020, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 11th day of May 2020.

(SEAL)

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

Exhibit A

(Change Order 9)

Date of Issuance: 03/25/2020	Effective Date: 3/25/19
Owner: Danville Pittsylvania County Regional Industrial Facility Authority	Owner's Contract No.: 50018376
Contractor: Haymes Brothers, Inc.	Contractor's Project No.:
Engineer: Dewberry	Engineer's Project No.: 50018376
Project: Berry Hill Industrial Park	Contract Name: Phase 1 Development

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

Description: Change order number 9 is to Install a 14 foot wide x 927 foot long stoned roadway to access the borrow site pad. In addition, a new fence and gate will be installed across the borrow site road for security. Change Order 9 will also install a 30 foot by 30 foot concrete helicopter pad.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,776,063.00</u>	Original Contract Times: Substantial Completion: <u>330</u> Ready for Final Payment: <u>360</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : \$ <u>2,099,272.11</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>5,875,335.11</u>	Contract Times prior to this Change Order: Substantial Completion: <u>330</u> Ready for Final Payment: <u>360</u> days or dates
Increase of this Change Order: \$ <u>47,433</u>	Increase of this Change Order: Substantial Completion: <u>180</u> Ready for Final Payment: <u>210</u> days or dates
Contract Price incorporating this Change Order: \$ <u>5,922,768.11</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>510</u> Ready for Final Payment: <u>540</u> days or dates

RECOMMENDED: By: <u><i>Shan R. Zsach</i></u> Engineer (if required) Title: <u>Senior Associate</u> Date: <u>5/4/2020</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title _____ Date _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Title _____ Date _____
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Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Haymes Brothers, Inc.
General Contractors

440 Hawkins Road

Chatham, Virginia 24531

Phone (434) 432- 8282

Fax (434) 432-2029

Mr. Shawn Harden
Dewberry Engineers, Inc.
551 Piney Forest Road
Danville, VA 24540

May 1, 2020

**Re: Berry Hill Industrial Park Phase I Graded Pads, Pad A Extension
Project Number 99276003
Proposal to Construct Concrete Helicopter Pad**

Dear Mr. Harden;

As per your request and based on the information provided in your e-mail dated April 30, 2020, we submit the following proposal to construct a 30' x 30' x 6" Unreinforced Concrete Helicopter Pad at the Berry Hill Industrial Park – Pad A. Our Lump Sum price to construct the 6" Unreinforced Concrete Helicopter Pad will be: **\$30,000.00**

Our proposal includes:

- Mobilization and De-Mobilization of Equipment and Materials
- Stakeout / Layout of Pad
- Removal & Stacking onsite of the Existing Pad
- Excavation of Pad Area – 30' x 30'
- Placement of 4" of Base Stone
- Concrete Pad – 30' x 30' x 6"
 - 4000 P.S.I / A4 Concrete
 - Control Joints
 - Minimal Slope to Provide Drainage
- Backfill Around Pad
- Seeding Around Pad

Our Proposal Excludes:

- All Testing
- Any Erosion and Sediment Control Measures
- Grading – other than listed above
- Export of Excavated Material to Waste Site
- Special Finish or Treatment on the top of Slab
- Seeding other than listed above
- As Built

We appreciate the opportunity to provide this proposal to you and look forward to the possibility of performing this scope of work.

With kind regards,

Timothy D. Worley

Timothy D. Worley
Project Manager / Estimator
Haymes Brothers, Inc.



Haymes Brothers, Inc.
General Contractors

440 Hawkins Road Chatham, Virginia 24531 Phone (434) 432- 8282 Fax (434) 432-2029

Mr. Shawn Harden
Dcwberry Engineers, Inc.
551 Piney Forest Road
Danville, VA 24540

April 16, 2020

**Re: Berry Hill Industrial Park Phase I Graded Pads, Pad A Extension
Project Number 99276003
Proposal to Construct Stoned Roadway to Borrow Site Roadway Entrance**

Dear Mr. Harden;

As per your request and based on our conversation during the Final Walk Through Inspection this past Wednesday, April 15, 2020, we submit the following price for the construction of a 14-foot-wide x approximately 927-foot-long Stoned Roadway on Pad A at the Berry Hill Industrial Park – Grade Pads, Phase 1 project. The proposed roadway will connect the existing parking pad location on Pad A to the entrance of the roadway leading into the Borrow Site, at the approximate location shown on the attached plan sheet. Our Lump Sum price to construct this road based off of the information we have right now will be: **\$15,150.00**.

Our pricing includes:

- Mobilization and De-Mobilization of Equipment and Materials
- Stakeout / Layout of Roadway
- Removal of vegetative material in area where the Roadway will be placed
- Placement of Filter Fabric
- Placement of 6" of Aggregate

Our Price Excludes:

- Any Erosion and Sediment Control Measures
- Grading – other than listed above
- Import or Export of Earthen Material
- As Built

We appreciate the opportunity to provide this price to you and look forward to the possibility of performing this scope of work.

With kind regards,

Timothy D. Worley

Timothy D. Worley
Project Manager / Estimator
Haymes Brothers, Inc.



Haymes Brothers, Inc.
General Contractors

440 Hawkins Road Chatham, Virginia 24531 Phone (434) 432- 8282 Fax (434) 432-2029

Mr. Shawn Harden
Dewberry Engineers, Inc.
551 Piney Forest Road
Danville, VA 24540

April 20, 2020

**Re: Berry Hill Industrial Park Phase I Graded Pads – Pad A Extension
Project Number 99276003
Installation of Gate and Fence**

Dear Mr. Harden;

As per your request and based on our conversation during the Final Walk Through Inspection this past Wednesday, April 15, 2020, we submit the following proposal for the installation of (2) Gates and 3 Rail Board Fence at the Berry Hill Industrial Park – Pad A Extension Borrow Site Roadway to eliminate access, as much as possible, onto the Borrow Site pad.

Our Lump Sum price to install the gates and fence as detailed below would be: **\$2,283.00**

Our Proposal Includes:

- 125 LF of 3 Rail Treated Board Fence
- 2 Ten Foot Gates
- Remove of tree limbs / clearing of underbrush as required

This proposal assumes no other work and or supply of materials other than specified above.

After your review of our proposal, please do not hesitate to contact me if you require additional information.

Sincerely,

Timothy D. Worley

Timothy D. Worley
Project Manager

Cc: file

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5B
Meeting Date:	05/11/2020
Subject:	Resolution 2020-05-11-5B
From:	Brian K. Bradner, PE, Vice President, or Shawn R. Harden, PE, Senior Associate, Dewberry

SUMMARY

Attached for the Board's approval is Resolution 2020-05-11-5B, approving Change Order 5 to Phase I Sanitary Sewer work by Haymes Brothers.

ATTACHMENTS

Resolution

Exhibit A

Resolution No. 2020-05-11-5B

A RESOLUTION APPROVING CHANGE ORDER 5 TO THE PHASE I SANITARY SEWER PROJECT WORK BY HAYMES BROTHERS, INC., A VIRGINIA CORPORATION, ORIGINALLY APPROVED UNDER RESOLUTION NO. 2018-03-12-5A, INCLUDING COMPLETION OF THE SEWER FORCE MAIN ALONG BERRY HILL ROAD, IN THE AUTHORITY’S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, INCREASING THE CONTRACT PRICE BY \$1,335,128.76

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

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

WHEREAS, Haymes has submitted Change Order 5, recommended by the Authority’s engineers, which would include (i) mobilization and site preparation; (ii) erosion and sediment control; (iii) site restoration; (iv) sewer air release valve assemblies; (v) various PVC piping materials; (vi) force main piping; (vii) multiple concrete encasements; (viii) creek crossing installation; (ix) sewer plugging; (x) connection to existing force main at Virginia/North Carolina state line; (xi) various installation materials; and (xii) Stormwater Pollution Prevention Plan (SWPPP) maintenance, increasing the contract price by One Million Three Hundred Thirty Five Thousand One Hundred Twenty Eight and 76/100 Dollars (\$1,335,128.76) (the “**Change Order 5 Amount**”), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Change Order 5**”); and

WHEREAS, the Authority has determined that Change Order 5 is reasonable, necessary and proper to complete the Original Work and for the further development of SVM; and

WHEREAS, the Authority’s Treasurer, as fiscal agent of the Authority, has determined that funding for the Change Order 5 Amount is within “**Berry Hill Mega Park – Water & Sewer**”, a funding sheet under the budget previously approved by the Authority for this project for this purpose (funding source: Danville Utilities); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, for the Authority to accept Change Order 5.

Resolution No. 2020-05-11-5B

NOW, THEREFORE, BE IT RESOLVED, that

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

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by Change Order 5 or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

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

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

-#-

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on May 11, 2020, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 11th day of May 2020.

(SEAL)

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

Exhibit A

(Change Order 5)

Change Order Justification:

In an effort to complete the forcemain along Berry Hill Road, Haymes Brothers has submitted the attached change order request for approval. Haymes Brothers is remaining consistent with pricing on items unrelated to materials from their original bid. Unit prices for mobilization & site prep, E&S, and site restoration have been modified to be pro-rated based on the length of pipe that is to be installed compared to the original contract and bid. Haymes Brothers is requesting a line item adjustment for materials that are to be provided such as pipes and valves. In the attached pages, Haymes Brother's has submitted the differences in material costs from the time of original bid to today. The pipe unit cost adjustment also takes into consideration increases for fittings and miscellaneous materials.

Also, Haymes is requesting an additional pay line item for SWPPP Maintenance. See the attached change order request for clarification for this payment. Unit quantities for fill material, geotextile fabric, rip rap, VDOT #1 stone, and crusher run stone are in this change order but are only to be billed for on an as needed basis. To bill for these items the Contractor must first get approval from the Inspector and Engineer.

Haymes Brothers, Inc - BID PRICE - 04.30.20

ITEM	DESCRIPTION	UNIT	QNTY	UNIT PRICE	REVISED BID SUBTOTAL
1	Mobilization & Site Prep.	LS	1	\$48,410.00	\$48,410.00
2	Erosion & Sediment Control	LS	1	\$23,600.00	\$23,600.00
3	Site Restoration	LS	1	\$23,600.00	\$23,600.00
4	Sewer Air Release Valve Assemblies Take-Off identified 6 each, VS 5each	EA	6	\$7,004.00	\$42,024.00
5	16" PVC	LF	6784	\$101.14	\$686,133.76
6	14" PVC	LF	1740	\$98.40	\$171,216.00
7	16" DIP Only Force Main	LF	115	\$537.00	\$61,755.00
8	Concrete Encasement (4 Locations)	LF	80	\$220.00	\$17,600.00
9	Creek Crossing (Pipe Excluded)	EA	4	\$38,500.00	\$154,000.00
10	12" Sewer Plug	EA	1	\$700.00	\$700.00
11	Conn. To Existing FM at VA/NC Stateline	LS	1	\$5,065.00	\$5,065.00
12	Fill Material	CY	800	\$16.50	\$13,200.00
13	Geotexrile Fabric	SY	500	\$8.85	\$4,425.00
14	Rip Rap	CY	400	\$55.00	\$22,000.00
15	VDOT #1 Stone	CY	400	\$49.50	\$19,800.00
16	Crusher Run Stone	CY	150	\$44.00	\$6,600.00
17	SWPPP Maintenance	LS	1	\$35,000.00	\$35,000.00
Incl Rev Qnty Item 4 above				Revised Bid	\$1,335,128.76



Haymes Brothers, Inc.

General Contractors

440 Hawkins Road

Chatham, Virginia 24531

Phone (434) 432- 8282

Fax (434) 432-2029

December 03, 2019

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

RE: Berry Hill Commerce Center PH I Sanitary Sewer
Change Order Pricing

Dear Mr. Arnold:

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

There are several items, which required material price adjustments from the original bid. I have included a spreadsheet identifying those highlighted changes for your review. I have also included the vendor quotes from the original bid and the current estimate. Please note there are two factors affecting material pricing. First, the original vendor quote did not include bell restraints as specified. Second, there are general price increases originating at the manufacturing and sales levels. Price increases include annual product increase (approx. 5.5%), tariff implementation on DIP pipe, valves fittings and restraints and finally economy of scale adjustments. It should also be noted that our bid proposal is only valid for thirty (30) days, as another price increase is scheduled for 06 January 2020 (see attached)

Another cost which needs to be accounted for is SWPPP maintenance. We will continue to be responsible for monitoring and maintenance of all original area(s) an additional ten (10) months. This time constraint is based upon starting work in January 2020. We believe an equitable adjustment should be included to cover our costs associated with this work and we are proposing a lump sum cost of Thirty-five thousand dollars (\$35,000.00).

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



Haymes Brothers, Inc.

General Contractors

440 Hawkins Road

Chatham, Virginia 24531

Phone (434) 432- 8282

Fax (434) 432-2029

Sincerely,

Haymes Brothers, Inc.

ORIGINAL SIGNED

Mark Womble

Project Manager

cc: Chuck Haymes
File

MODIFICATIONS TO ORIGINAL BID PRICE

ITEM	DESCRIPTION	UNIT	QNTY	UNIT PRICE	ORIGINAL BID SUBTOTAL	Original Mtl. w/o Tax	Current Mtl. w/ tax	Mtl Unit Delta/Increase	Mtl Total Delta	Rev. Unit Rate
1	Mobilization & Site Prep.	LS	1	\$48,410.00	\$48,410.00					
2	Erosion & Sediment Control	LS	1	\$23,600.00	\$23,600.00					
3	Site Restoration	LS	1	\$23,600.00	\$23,600.00					
4	Sewer Air Release Valve Assemblies Take-Off identified 6 each, VS 5each	EA	6	\$5,950.00	\$35,700.00	\$2,607.37	\$3,661.59	\$1,054.22	\$6,325.30	\$7,004.22
5	16" PVC	LF	6784	\$90.00	\$610,560.00	\$22.88	\$34.02	\$11.14	\$75,590.25	\$101.14
6	14" PVC	LF	1740	\$86.50	\$150,510.00	\$17.58	\$29.48	\$11.90	\$20,712.96	\$98.40
7	16" DIP Only Force Main	LF	115	\$502.00	\$57,730.00	\$137.38	\$172.67	\$35.29	\$4,058.46	\$537.29
8	Concrete Encasement (4 Locations)	LF	80	\$220.00	\$17,600.00					
9	Creek Crossing (Pipe Excluded)	EA	4	\$38,500.00	\$154,000.00					
10	12" Sewer Plug	EA	1	\$700.00	\$700.00					
11	Conn. To Existing FM at VA/NC Stateline	LS	1	\$5,065.00	\$5,065.00					
12	Fill Material	CY	800	\$16.50	\$13,200.00					
13	Geotextile Fabric	SY	500	\$8.85	\$4,425.00					
14	Rip Rap	CY	400	\$55.00	\$22,000.00					
15	VDOT #1 Stone	CY	400	\$49.50	\$19,800.00					
16	Crusher Run Stone	CY	150	\$44.00	\$6,600.00					

Incl Rev Qnty Item 4 above

Original Bid \$1,193,500.00
Revised Subtotal \$1,300,186.96

Adder \$106,686.96

REVISED BID PRICE

ITEM	DESCRIPTION	UNIT	QNTY	UNIT PRICE	REVISED BID SUBTOTAL
1	Mobilization & Site Prep.	LS	1	\$48,410.00	\$48,410.00
2	Erosion & Sediment Control	LS	1	\$23,600.00	\$23,600.00
3	Site Restoration	LS	1	\$23,600.00	\$23,600.00
4	Sewer Air Release Valve Assemblies Take-Off identified 6 each, VS 5each	EA	6	\$7,004.00	\$42,024.00
5	16" PVC	LF	6784	\$101.14	\$686,133.76
6	14" PVC	LF	1740	\$98.40	\$171,216.00
7	16" DIP Only Force Main	LF	115	\$537.00	\$61,755.00
8	Concrete Encasement (4 Locations)	LF	80	\$220.00	\$17,600.00
9	Creek Crossing (Pipe Excluded)	EA	4	\$38,500.00	\$154,000.00
10	12" Sewer Plug	EA	1	\$700.00	\$700.00
11	Conn. To Existing FM at VA/NC Stateline	LS	1	\$5,065.00	\$5,065.00
12	Fill Material	CY	800	\$16.50	\$13,200.00
13	Geotextile Fabric	SY	500	\$8.85	\$4,425.00
14	Rip Rap	CY	400	\$55.00	\$22,000.00
15	VDOT #1 Stone	CY	400	\$49.50	\$19,800.00
16	Crusher Run Stone	CY	150	\$44.00	\$6,600.00
17	SWPPP Maintenance (from cover letter)	LS	1	\$35,000.00	\$35,000.00
Incl Rev Qnty Item 4 above				Revised Bid	\$1,335,128.76

Deliver To:
From: Kevin Penick
Comments:

FERGUSON ENTERPRISES LLC #5

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

Bid No: B271642
Bid Date: 10/16/19
Quoted By: KAP

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

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

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

Cust PO#: 10-16-19 CHANGE

Job Name: BERRY HILL FORCEMAIN

Item	Description	Quantity	Net Price	UM	Total

ITEM 4 SEWER AIR RELEASE					
IS4CT9SP114G	1 SS 304 150# SP114 THRD 90 ELL	6	7.792	EA	46.75
R202S168071	14X2 CC DBL SS STRP SDL	1	141.414	EA	141.41
SP-202S1740(2CC)	16X2 CC SADDLE 202S	5	159.882	EA	799.41
MB20045NK	LF 2 CC X FIP BALL CORP ST	6	235.705	EA	1414.23
DS44NGP	1X4 S40 304L WLD NIP TBE	12	3.710	EA	44.52
FNW200AK	2 SS 1000# THRD 2PC FP BV LL	6	137.850	EA	827.10
IS4BSTBSP114KG	2X1 SS 304 150# SP114 THRD BUSH	6	17.338	EA	104.03
DS44NKM	2X3 S40 304L WLD NIP TBE	6	5.890	EA	35.34
SP-939(2X2)BACKFLU	G A IND 939 2X2 AIR / VAC BACKFLUSH	6	1625.000	EA	9750.00
SP-3675789PCSA	TRUMBULL PCSA M/HOLE F/COVER	6	391.000	EA	2346.00
SP-CFCVV	CONCRETE VALVE VAULT	6	866.667	EA	5200.00
FREIGHT FRAME AND COVERS					
150.00					

BID ITEM 5 16 F/MAIN					
DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP	6800	20.990	FT	142732.00
TW12SLDCCS30G500	12GA SLD HFCCS PE30 WIRE GREE 500	7000	400.000	M	2800.00
CLD14GTP	SNAKEPIT ACCESS BOX LD SWR	15	25.000	EA	375.00
RFR66CG	66 3-RAIL RHINO MRKR GREE	20	25.000	EA	500.00
PSD6105G4	6X1000 UG DET SWR GREE	7	65.000	EA	455.00
MJYLA1612	16X12 MJ C153 WYE L/A	1	939.960	EA	939.96
MJRLA1614	16X14 MJ C153 RED L/A	1	287.280	EA	287.28
SDMCPEP16	16 FOSTER ADPT W/ MJ ACC KIT	1	455.700	EA	455.70
DR18GP12	12 C900 DR18 PVC GJ GREE PIPE	100	22.126	FT	2212.60
MJ4LA12	12 MJ C153 45 BEND L/A	2	174.300	EA	348.60
T114192	12 DI MJ REST TUFGRIP GLND PK	4	95.693	EA	382.77
MJ2LA16	16 MJ C153 22-1/2 BEND L/A	3	327.600	EA	982.80
MJ4LA16	16 MJ C153 45 BEND L/A	13	341.460	EA	4438.98
MJ1LA16	16 MJ C153 11-1/4 BEND L/A	1	346.500	EA	346.50
MA23612316OL	16 MJ RW OL GATE VLV L/A	1	5976.693	EA	5976.69
PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR	1	57.684	EA	57.68
IVBLIDS	5-1/4 CI VLV BX LID SWR	1	9.354	EA	9.35
MJLSLA16	16X15 MJ C153 LONG SLV L/A	4	307.440	EA	1229.76
MJSCAPLA16	16 MJ C153 SLD CAP L/A	1	171.360	EA	171.36
MJTCAPLA16K	16X2 MJ C153 TAP CAP L/A	2	196.980	EA	393.96

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Scan the QR code or use the link below to complete a survey about your bids:



<https://survey.medallia.com/?bidsorder&fc=535&on=296942>

Price Quotation

Fax: 434-793-7960

12:08:28 OCT 18 2019

Reference No: B271642

Item	Description	Quantity	Net Price	UM	Total
SSLDEP16	16 DI MJ WDG REST GLND PK *ONELOK	8	171.709	EA	1373.67
SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	38	217.396	EA	8261.05
SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	68	355.000	EA	24140.00
	SUBTOTAL				219729.50

	BID ITEM 6 14" PVC				
DR25GP14	14 C900 DR25 CL165 PVC GJ GREE PIP	1740	16.320	FT	28396.80
D118MJGLA14	14 MJ N/LUBE PLUG W/GEAR VLV L/A	1	9500.000	EA	9500.00
PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR	1	57.684	EA	57.68
IVBLIDS	5-1/4 CI VLV BX LID SWR	1	9.354	EA	9.35
MJLSLA14	14X15 MJ C153 LONG SLV L/A	1	242.760	EA	242.76
SSLCEP14	14 PVC WDG REST GLND PK *ONELOK	3	166.257	EA	498.77
SPWPC14	14 SIGMA BELL REST F/ C900 *PVLOK	28	324.278	EA	9079.78
PSD6105G4	6X1000 UG DET SWR GREE	2	65.000	EA	130.00
TW12SLDCCS30G500	12GA SLD HFCCS PE30 WIRE GREE 500	2000	400.000	M	800.00
	SUBTOTAL				48715.14

	ITEM 7 16" DIP FORCEMAIN				
SP-MJCJ16(50)	16" MJ COUPLED JOINT PIPE CLASS 50	120	148.563	FT	17827.56
SSLDEP16	16 DI MJ WDG REST GLND PK *ONELOK	6	171.709	EA	1030.25
	SUBTOTAL				18857.81

	ITEM 12 CONNECTION EXIST				
MJLSLA16	16X15 MJ C153 LONG SLV L/A	1	307.440	EA	307.44
SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	2	217.396	EA	434.79
SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	5	355.000	EA	1775.00
	SUBTOTAL				2517.23
	C				
	BID ITEM 11 12" SEWER PLUG				
MJSCAPLA12	12 MJ C153 SLD CAP L/A	1	84.840	EA	84.84
T114291	12 PVC MJ REST TUFGRIP GLND PK	1	105.512	EA	105.51
	SUBTOTAL				190.35

	PVC TERMS, ORDER 30 DAYS				
	OF 10-18-19, SHIP 60 DAYS				
	OF 10-18-19				

Net Total: \$290010.03
Tax: \$15370.56
Freight: \$0.00
Total: \$305380.59

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

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

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

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

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Scan the QR code or use the link below to complete a survey about your bids:



<https://survey.medallia.com/?bidsorder&fc=535&on=296942>



LOCATION:
WAREHOUSE:
221 INDUSTRIAL AVENUE
DANVILLE, VA 24541

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

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

Bid Date: //

Bid Time: :

Estimator:

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

Job Terms:

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

1

Item No. 3

Erosion & Sediment Control

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$1,669.82

Item No. 3: \$1,669.82

Erosion & Sediment Control: \$1,669.82

Item No. 6

18" PVC or DIP Gravity Sewer

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$44,730.26

Item No. 6: \$44,730.26

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

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

Item No. 7

15" PVC or DIP Gravity Sewer

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$10,929.99

Item No. 7: \$10,929.99

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

Item No. 8

16" DIP only Gravity Sewer

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$18,961.85

Item No. 8: \$18,961.85

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

Item No. 9

30" Bored Steel Casing Pipe (Berry Hill Rd)

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$16,203.71

Item No. 9: \$16,203.71

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

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

Item No. 10

12" PVC or DIP Gravity Sewer

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$10,689.44

Item No. 10: \$10,689.44

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

Item No. 11

12" DIP only Gravity Sewer

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$22,699.74

Item No. 11: \$22,699.74

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



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

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

Item No. 13

Manholes (>5-10 FT)

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$31,441.69

Item No. 13: \$31,441.69

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

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

Item No. 14

Manholes (>10-15 FT)

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$18,311.77

Item No. 14: \$18,311.77

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

Item No. 15

Manholes (>15-20 FT)

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$8,983.25

Item No. 15: \$8,983.25

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

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

Item No. 16

12" Sewer Plug (TR MH-21)

Trotters Creek Gavity Sewer

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
MJSCAPLA12	12 Mechanical Joint C153 Solid Cap Less Accessories	EA	1.00	\$64.40	\$64.40
R051MJS DR12	12 Mechanical Joint X SDR35 Transition Gasket	EA	1.00	\$40.85	\$40.85
T114291	12 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	1.00	\$89.72	\$89.72

Trotters Creek Gavity Sewer: \$194.97

Item No. 16: \$194.97

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

Item No. 17

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

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$520.24

Item No. 17: \$520.24

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

Not on Bid Form

Concrete Pipe

Trotters Creek Gavity Sewer

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

Trotters Creek Gavity Sewer: \$6,494.85

Not on Bid Form: \$6,494.85

Concrete Pipe: \$6,494.85

1: \$191,831.58

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

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Item No. 31

Erosion & Sediment Control

Pump Station & Access Drive

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

Pump Station & Access Drive: \$2,045.14

Item No. 31: \$2,045.14

Erosion & Sediment Control: \$2,045.14

Not on Bid Form

Pond Structure

Pump Station & Access Drive

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

Pump Station & Access Drive: \$3,902.35

Not on Bid Form: \$3,902.35

Concrete Pipe

Pump Station & Access Drive

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

Pump Station & Access Drive: \$6,358.04

Not on Bid Form: \$6,358.04

Concrete Pipe: \$10,260.39

3: \$12,305.53

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

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Item No. 19

Erosion & Sediment Control

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$1,728.66

Item No. 19: \$1,728.66

Erosion & Sediment Control: \$1,728.66

Item No. 23

18" PVC or DIP Gravity Sewer

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$93,675.66

Item No. 23: \$93,675.66

18" DIP only Gravity Sewer

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$8,533.58

Item No. 23: \$8,533.58

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

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

Item No. 24

18" DIP only Gravity Sewer

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$8,098.43

Item No. 24: \$8,098.43

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

Item No. 25

16" DIP only Gravity Sewer

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$18,961.85

Item No. 25: \$18,961.85

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

Item No. 26

30" Bored Steel Casing Pipe (Berry Hill Rd)

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$16,974.44

Item No. 26: \$16,974.44

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

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

Item No. 29

Manholes (>5-10 FT)

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$6,187.79

Item No. 29: \$6,187.79

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

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

Item No. 30

Manholes (>10-15 FT)

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$29,271.15

Item No. 30: \$29,271.15

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

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

Item No. 31

Manholes (>15-20 FT)

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$46,545.30

Item No. 31: \$46,545.30

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

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

Item No. 32

Manholes (>20-25 FT)

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$11,712.79

Item No. 32: \$11,712.79

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

Item No. 33

15" Sewer Plug (MG MH-31)

McGuffs Creek Gravity Sewer

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

McGuffs Creek Gravity Sewer: \$1,013.55

Item No. 33: \$1,013.55

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

2: \$242,703.20

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

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Item No. 54

Erosion & Sediment Control

Force Main & Waterline

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

Force Main & Waterline: \$1,316.81

Item No. 54: \$1,316.81

Erosion & Sediment Control: \$1,316.81

Item No. 56

Connection to Ex. FM from Eden

Force Main & Waterline

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

Force Main & Waterline: \$604.52

Item No. 56: \$604.52

Connection to Ex. FM from Eden: \$604.52



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

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24551-2657

Item No. 57

Sewer ARV Assemblies

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
IS4CT9SP114G	1 Stainless Steel 304 150# SP114 Thread 90 Elbow	EA	20.00	\$7.79	\$155.84
R202S168072	14 X 2 Iron Pipe Double Stainless Steel Strap Saddle 16.80	EA	10.00	\$145.35	\$1,453.50
IS44NGP	1X4 SS S40 304L WLD NIP	EA	20.00	\$3.71	\$74.12
IS44NGU	1X6 SS S40 304L WLD NIP	EA	10.00	\$45.51	\$455.10
FNW200AK	2 Stainless Steel 1000# Threaded 2 Piece Full Port BV Locking Lever	EA	10.00	\$137.85	\$1,378.46
IS4CTBKG	2 X 1 Stainless Steel 304 150# Thread Bushing	EA	10.00	\$14.57	\$145.73
CA111311US20SB	2" SEWER COMB. ARV	EA	10.00	\$1,548.10	\$15,481.00
IS44NKM	2X3 SS S40 304L WLD NIP	EA	20.00	\$5.59	\$111.76
CSANARVVAULT	SANITARY SEWER ARV VAULT	EA	10.00	\$681.82	\$6,818.18

Force Main & Waterline: \$26,073.69

Item No. 57: \$26,073.69

Sewer ARV Assemblies: \$26,073.69

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

Item No. 58

16" PVC or DIP Force Main

Force Main & Waterline

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

Force Main & Waterline: \$164,337.16

Item No. 58: \$164,337.16

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

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

Item No. 59

16" PVC or DIP Force Main

Force Main & Waterline

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

Force Main & Waterline: \$212,338.32

Item No. 59: \$212,338.32

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

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

Item No. 60

16" DIP Only Force Main

Force Main & Waterline

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

Force Main & Waterline: \$13,429.12

Item No. 60: \$13,429.12

16" DIP only Force Main

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	75.00	\$400.00	\$30.00
ACJE50PP416	16 CL50 P-401 MJ Coupled Joint Pipe	FT	200.00	\$128.14	\$25,627.40
T114314	16 PVC Mechanical Joint Restraint TUFGRIP Gland Pack	EA	10.00	\$184.86	\$1,848.60
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	200.00	\$36.12	\$7,224.00

Force Main & Waterline: \$34,730.00

Item No. 60: \$34,730.00

16" DIP only Force Main: \$48,159.12

Item No. 61

14" DIP only Force Main

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
TW12SLDCCS30G500	12 Gauge SLD HFCCS PE30 WIRE Green 500	M	50.00	\$400.00	\$20.00
AFT350P14	14 CL350 Cement Lined Ductile Iron FASTITE Pipe	FT	120.00	\$26.34	\$3,160.44
PND6104G4737	6 X 1000 NON Detectable Sewer Green	EA	1.00	\$36.15	\$36.15

Force Main & Waterline: \$3,216.59

Item No. 61: \$3,216.59

14" DIP only Force Main: \$3,216.59

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

Item No. 62

30" Bored Steel Casing

Force Main & Waterline

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

Force Main & Waterline: \$24,916.19

Item No. 62: \$24,916.19

30" Bored Steel Casing: \$24,916.19

Item No. 65

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

Force Main & Waterline

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

Force Main & Waterline: \$78.74

Item No. 65: \$78.74

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

Item No. 66

2" HDPE DR-9 Waterline

Force Main & Waterline

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

Force Main & Waterline: \$501.85

Item No. 66: \$501.85

2" HDPE DR-9 Waterline: \$501.85

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

Item No. 67

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

Force Main & Waterline

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
O31008	32 oz PVC Heavy Duty Clear Cement	EA	1.00	\$13.82	\$13.82
O30758	32 oz Purple Primer - NSF LISTED	EA	1.00	\$12.40	\$12.40
P80SCP	4 PVC Schedule 80 Slip X Slip Coupling	EA	5.00	\$10.08	\$50.41
P80PP	4 X 20 FT PVC Schedule 80 Plain End Pipe	C	120.00	\$362.18	\$434.61

Force Main & Waterline: \$511.24

Item No. 67: \$511.24

3" HDPE Casing Pipe or 4" SCH 80 PVC for 2" waterline: \$511.24

Item No. 68

PRV and Valve Box

Force Main & Waterline

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

Force Main & Waterline: \$3,187.37

Item No. 68: \$3,187.37

PRV and Valve Box: \$3,187.37



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

QUOTE PC 137
WATERWORKS QUOTES ONLY

FOREST24651-2657

Item No. 70

2" HDPE DR-13.5 Waterline

Force Main & Waterline

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

Force Main & Waterline: \$3,348.73

Item No. 70: \$3,348.73

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

4: \$488,590.33

Net Total: \$935,430.64

Tax: \$49,577.82

Grand Total: \$985,008.46

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

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5C
Meeting Date:	05/11/2020
Subject:	Resolution 2020-05-11-5C
From:	Corrie Teague-Bobe, Interim Director Economic Development, City of Danville, and Michael C. Guanzon, Counsel to the Authority

SUMMARY

Attached for the Board's approval is Resolution 2020-05-11-5C, Authorizing a Temporary Parking License Agreement with Major Construction, Inc.

ATTACHMENTS

Resolution
Exhibit A

A RESOLUTION AUTHORIZING A TEMPORARY PARKING LICENSE AGREEMENT WITH MAJOR CONSTRUCTION, INC., A VIRGINIA CORPORATION, TO USE THE PARKING LOT FOR VEHICLE AND EQUIPMENT PARKING, LOCATED ON PROPERTY OWNED BY THE AUTHORITY, MORE COMMONLY KNOWN AS 1260 SOUTH BOSTON ROAD (TAX PIN 76441), LOCATED IN DANVILLE, VIRGINIA

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

WHEREAS, Major Construction, Inc., a Virginia corporation (“**Company**”), is a contractor working on a road construction project on U.S. Highway 58, in Danville, Virginia (the "**Company Road Project**"), which is in close proximity to the Authority's property commonly known as 1260 South Boston Road, Danville, Virginia, Tax PIN 76441 (the "**Property**"); and

WHEREAS, the Authority desires to facilitate such road work by allowing the Company to park certain of its vehicles and equipment (collectively, the “**Company Equipment**”) on the paved parking areas of the Property (the "**Parking Area**") in substantially the form shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Parking License Agreement**”); and

WHEREAS, under the Parking License Agreement, Company would be granted a temporary, gratuitous license to use the Parking Area for temporary parking of the Company Equipment used, or to be used, for the Company Road Project, with the Authority having the right of early termination with at least 30-days written notice.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and directs its Chairman and/or Vice Chairman, either of whom may act independently of the other, to execute and deliver, and otherwise pursue, the Parking License Agreement, together with such further amendments, deletions or additions to the Parking License Agreement as may be approved by its Chairman or Vice Chairman (as the case may be), and such execution of the same by its Chairman or Vice Chairman (as the case may be) to conclusively establish his approval of any further amendments, deletions or additions thereto.

2. The Authority hereby authorizes its Chairman and Vice Chairman, either of whom may act independently of the other, to execute and deliver such other documents in connection with the Parking License Agreement, as may be approved by its Chairman or Vice Chairman (as the case may be), such execution by its Chairman or Vice Chairman (as the case may be) to conclusively establish his approval of such other documents.

Resolution No. 2020-05-11-5C

3. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Parking License Agreement or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of this Resolution.

4. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Parking License Agreement and the matters contemplated in this Resolution.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on May 11, 2020, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 11th day of May 2020.

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

(SEAL)

Exhibit A

(Parking License Agreement)

THIS PARKING LICENSE AGREEMENT (this "**Agreement**"), made and entered into as of the 11th day of May 2020, by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY ("RIFA")**, a political subdivision of the Commonwealth of Virginia; and **MAJOR CONSTRUCTION, INC.**, a Virginia corporation (the "**Company**").

WITNESSETH :

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. - Recitals. The parties recite the following facts:

a. The Company is a contractor working on a road construction project on portions of U.S. Highway 58, in Danville, Virginia (the "**Company Road Project**"), which are in close proximity to RIFA's real property located in Danville, Virginia, commonly known as 1260 South Boston Road, Tax PIN 76441 (the "**Property**").

b. RIFA desires to facilitate such road work by allowing the Company to park certain of its vehicles and equipment on the paved parking areas of the Property (the "**Parking Area**") under the terms and conditions set forth below.

Section 2. - Gratuitous License. Subject to the terms and conditions of this Agreement, RIFA, for no monetary consideration, hereby grants the Company a non-exclusive license to use the Parking Area for temporary parking of its vehicles and equipment used, or to be used, for the Company Road Project (collectively, the "**Company Equipment**") and for no other use. The Company shall comply with all applicable laws, including without limitation Danville Ordinance § 21-143 regarding the open storage of inoperative vehicles. The Company, at its expense, (i) shall keep the Company Equipment insured, and prior to using the Parking Area, shall provide RIFA with reasonable written evidence of such coverage; and (ii) keep the Parking Area free of debris and trash. RIFA shall have no obligation to maintain or to repair the Parking Area. At the end of the Term (as defined below), the Company, at its expense, shall cause the Parking Area to be in substantially the same condition as it was at the beginning of the Term, reasonable wear and tear excepted. Damage to the paved areas caused from heavy equipment shall not be considered as reasonable wear and tear.

Section 3. - Term and Termination. The term of this Agreement shall begin on the date hereof and shall end on the sooner to occur of (i) November 11, 2020, or (ii) the date that the Company Road Project is completed or suspended for a period of 60 days or more (the "**Term**"). This Agreement may be terminated by either party at any time upon at least 30-days written notice.

Section 4. - Assumption of Risk; Release; Indemnification. The Company, as a material part of the consideration to RIFA, hereby assumes all risk of damage to the Company Equipment and other personal property or injury to persons, in, upon or about the Parking Area and/or the Property from any cause (except for damage or injury caused by the willful misconduct of RIFA) and the Company hereby waives all such claims against RIFA. Use of the Parking Area shall be "**AS IS**", "**WHERE IS**" and "**WITH ALL FAULTS**". The Company releases RIFA and all of its member localities, directors, officers, employees, agents, contractors, licensees, and invitees (collectively, "**RIFA Parties**"), from any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands, or judgments of any nature (collectively, "**Damages**") in connection with any loss, accident, injury or theft to any person or property (including but not limited to the theft of any vehicle, equipment or its contents) or the death of any person arising directly or indirectly connected with the use of the Parking Area by the Company, and shall indemnify and hold harmless RIFA Parties from and against all Damages arising from a failure of the Company to comply with this Agreement. This Section shall specifically and without limitation survive the termination or expiration of this Agreement.

Section 5. - Miscellaneous.

a. Non-waiver; headings. No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

b. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties to this Agreement with respect to the transactions contemplated hereby; and this Agreement supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof.

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

If to RIFA:

Danville-Pittsylvania Regional Industrial Facility
Authority
Attn.: Susan DeMasi, Authority Secretary
P.O. Box 3300
427 Patton Street (24541)
Danville, VA 24543-3300

If to the Company:

Major Construction, Inc.
Attn.: Benjamin T. Major, President
1011 Richie Lane
South Boston, VA 24592

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate.

d. Amendment, Modification and/or Supplement. The parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

e. Licensor-Licensee Relationship Only. Nothing in this Agreement shall be construed as creating any landlord-tenant, partnership, joint venture, employment relationship or agency relationship in any way between RIFA and the Company.

f. Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives. The Company shall not assign this Agreement in part or in whole without the prior written consent of RIFA, which consent may be withheld in its sole and absolute discretion.

g. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

h. Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue, including without limitation Sections 2, 4 and 5.

i. Venue; Interpretation. The parties hereby submit to the exclusive jurisdiction of the state court located in Danville, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Agreement, and the parties hereby agree that all claims in

respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement of judgments. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

j. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

WITNESS the following signatures to this **PARKING LICENSE AGREEMENT** as of the date first above written.

RIFA:

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

By: _____
Robert W. Warren, Chairman

The Company:

MAJOR CONSTRUCTION, INC., a Virginia corporation

By: _____

Printed name: _____

Title: _____

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5D
Meeting Date:	05/11/2020
Subject:	Resolution 2020-05-11-5D
From:	Matthew D. Rowe, Director of Economic Development, Pittsylvania County, and Michael C. Guanzon, Counsel to the Authority

SUMMARY

Attached for the Board's approval is Resolution 2020-05-11-5D, ratifying that certain Local Performance Agreement with Just Greens, LLC, dba Aerofarms.

ATTACHMENTS

Resolution
Exhibit A

Resolution No. 2020-05-11-5D

A RESOLUTION RATIFYING THAT CERTAIN LOCAL PERFORMANCE AGREEMENT, PURSUANT TO RESOLUTION NO. 2019-12-09-7A, WITH JUST GREENS, LLC, DOING BUSINESS AS AEROFARMS, A DELAWARE LIMITED LIABILITY COMPANY, A PREVIOUSLY UNDISCLOSED INDUSTRY RECRUIT, FOR THE ESTABLISHMENT AND OPERATION OF A NEW VEGETABLE GROWING AND PROCESSING FACILITY IN THE AUTHORITY’S CANE CREEK CENTRE INDUSTRIAL PARK, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA AND THE CITY OF DANVILLE, VIRGINIA

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

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

WHEREAS, pursuant to Resolution 2019-12-09-7A, the Authority authorized the negotiation, execution and delivery of a local performance agreement with an undisclosed industry recruit, who was subsequently announced as Just Greens, LLC, doing business as AeroFarms, a Delaware limited liability company (“**AeroFarms**”); and

WHEREAS, the Authority determined that the terms of the local performance agreement with AeroFarms are reasonable, as more particularly set forth in that certain Local Performance Agreement, dated April 23, 2020, attached hereto as **Exhibit A**, incorporated herein by this reference (the “**LPA**”), including the following key business terms:

- (i) a three (3) year performance period;
- (ii) a capital investment in the minimum aggregate amount of Fifty-Three Million and 00/100 Dollars (\$53,000,000.00) to or for the establishment of an approximately one hundred fifty thousand (150,000) square feet building;
- (iii) the creation of ninety-two (92) full-time jobs with an average yearly base wage of at least Thirty-Four Thousand Nine Hundred Forty-Five and 00/100 Dollars (\$34,945.00); and
- (iv) each of the Authority, the County and the City would agree to provide certain incentives to AeroFarms in exchange for AeroFarms meeting certain performance metrics within the performance period; and

Resolution No. 2020-05-11-5D

WHEREAS, the Authority’s Board of Directors has determined that it is in the best interests of the Authority and the citizens of the City and the County for the Authority to ratify the LPA.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby finds that the LPA with AeroFarms is reasonable, appropriate and within the authority of Resolution 2019-12-09-7A.
2. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the approval of the LPA and the matters contemplated in this Resolution.
3. This Resolution shall take effect immediately upon its adoption.

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on May 11, 2020, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 11th day of May 2020.

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

(SEAL)

Exhibit A

(Local Performance Agreement)

LOCAL PERFORMANCE AGREEMENT

THIS LOCAL PERFORMANCE AGREEMENT (this "**Agreement**"), made and entered into as of the 23rd day of April 2020, by and among **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**RIFA**"); the **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**County**"); the **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation (the "**City**"); and **JUST GREENS, LLC**, doing business as **AEROFARMS**, a Delaware limited liability company (the "**Company**");

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. - Recitals. The parties recite the following facts:

- a. In order to stimulate economic growth and development of the community by creating jobs and infrastructure, RIFA, the County and the City have agreed to provide incentives to new and expanding businesses which conduct industrial activity.
- b. Currently headquartered in Newark, New Jersey, the Company is a U.S.-based technology and agricultural firm, which operates one of the world's largest aeroponic vertical farms.
- c. The Company desires to establish and operate a new vegetable growing and processing facility of approximately 150,000 square feet (the "**New Facility**") on those certain lots or parcels of land to contain a total of approximately 24.50± acres, to be created from Lots 3A and 3B, GPINs #2347-46-9915 and #2347-35-9589 (the "**Project Site**"), located in RIFA's Cane Creek Centre Industrial Park ("**Cane Creek**"), in Pittsylvania County, Virginia.
- d. During the Performance Period (as defined below), the Company plans to make capital investments of at least Fifty-Three Million and 00/100 Dollars (\$53,000,000.00) to or for the New Facility and to create ninety-two (92) full-time jobs with an average yearly base wage of at least Thirty Four Thousand Nine Hundred Forty Five and 00/100 Dollars (\$34,945.00), as set forth in this Agreement.
- e. Each of RIFA, the City and the County is willing to provide those certain incentives to the Company summarized in **Schedule 1(e)**, attached hereto and incorporated herein by this reference, provided that the Company satisfies certain criteria relating to employment projections and capital investment as described below.

f. In connection with this Agreement, RIFA and RealtyLink Investments, LLC, a South Carolina limited liability company (“**RealtyLink**”), executed a contract of sale for the purchase of the Project Site (the “**RIFA-RL Agreement**”). Under the RIFA-RL Agreement the execution of this Agreement by the parties is a condition precedent to the closing thereunder.

g. The Company is not a third party beneficiary to the RIFA-RL Agreement, and RealtyLink is not a third party beneficiary to this Agreement.

h. The Company and RealtyLink have or will enter into a mutually acceptable arrangement for the Company to occupy the Project Site and to establish and operate the New Facility.

i. Each of RIFA, the City and the County finds that the provisions of this Agreement and the commitments of the Company will promote the expansion of industry by inducing industrial development within Cane Creek, and that such development will promote the safety, health, welfare, convenience and prosperity of the citizens of the County and the City.

Section 2. - Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

a. “**Agreement**” shall mean this Local Performance Agreement and shall have the same meaning as set forth in the header paragraph.

b. “**Affiliated Entity**” shall have the same meaning as in Section 3(c).

c. “**Cane Creek**” shall have the same meaning as that term in Section 1(c).

d. “**Capital Investment**” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the New Facility. A capital expenditure related to a leasehold interest in real property will be considered to be made “**on behalf of the Company**” if a lease between a developer and the Company is a capital lease, or is an operating lease having a term of at least ten (10) years, and the real property would not have been constructed or improved but for the Company's interest in leasing some or all of the real property. Only the capital expenditures allocated to the portion of the real property to be leased by the Company will count as Capital Investment. The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, will qualify as Capital Investment hereunder. The grow racks, lighting systems, and all other equipment within the grow area on the Project Site shall be deemed to be machinery and tools for tax purposes.

e. “**City**” shall have the same meaning as that term in the header paragraph of this Agreement.

f. **"Company"** shall have the same meaning as that term in the header paragraph of this Agreement.

g. **"County"** shall have the same meaning as that term in the header paragraph of this Agreement.

h. **"Event of Default"** shall have the same meaning as that term in Section 7 below.

i. **"Event of Force Majeure"** shall mean without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

j. **"Government Party" or "Government Parties"** shall mean any one or more of RIFA, the County and the City.

k. **"Maintain"**, as it pertains to a New Job, shall mean that the New Job will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes and (iii) other temporary work stoppages not to exceed sixty (60) days.

l. **"New Facility"** shall have the same meaning as that term is used in Section 1(c).

m. **"New Facility Completion Date"** shall mean that certain date that is four hundred fifty (450) days after the date of this Agreement.

n. **"New Job"** shall mean new permanent full-time employment of an indefinite duration at the New Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least Thirty Four Thousand Nine Hundred Forty Five and 00/100 Dollars (\$34,945.00), excluding standard fringe benefits. Each New Job must require a minimum of either (i) thirty-five (35) hours of an employee's time per week for the entire normal year of the Company's operations, which **"normal year"** must consist of at least forty-eight (48) weeks, or (ii) one thousand six hundred eighty (1,680) hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth of Virginia, and positions

with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

o. **"Performance Date"** shall mean the date that is three (3) years after the date of this Agreement. The Performance Date shall be extended one (1) day, for a maximum of three hundred sixty-five (365) days, for each day after the New Facility Completion Date has passed without all of the applicable certificates of occupancy having been issued. The Company shall give written notice to RIFA of any extension of the Performance Date.

p. **"Performance Period"** shall mean that period of time commencing on the date of this Agreement and ending on the Performance Date.

q. **"Project Site"** shall have the same meaning as that term in Section 1(c) above.

r. **"RealtyLink"** shall have the same meaning as that term in Section 1(f) of this Agreement.

s. **"Recruitment Documents"** shall mean any one or more of this Agreement, any and all performance grant agreements executed by the Company pertaining to State Grants and any other document(s) executed, at the request of RIFA, by the Company in connection with this Agreement.

t. **"RIFA"** shall have the same meaning as that term in the header paragraph of this Agreement.

u. **"RIFA-RL Agreement"** shall have the same meaning as that term in Section 1(f).

v. **"State Grants"** shall mean the Commonwealth Opportunity Fund Grant; the Agriculture Forestry Industries Development Grant; the Tobacco Region Opportunity Fund Grant; the Virginia State Enterprise Zone Grants; and the Virginia Jobs Investment Program Grant. In no event shall State Grants exceed the amount of actual taxes paid to the applicable grantor.

w. **"Tobacco Commission"** shall mean the Virginia Tobacco Region Revitalization Commission, a political subdivision of the Commonwealth of Virginia, as created in Chapter 31 of Title 3.2 of the Code of Virginia, 1950, as amended.

Section 3. - Capital Investment; New Job Creation; and New Entity Formation by the Company.

a. **\$53M Capital Investment.** On or before the Performance Date, the Company shall make Capital Investment in the minimum aggregate amount of Fifty-Three Million and 00/100 Dollars (\$53,000,000.00) to or for the New Facility.

- (i) The Company, at its expense, shall arrange for or cause the construction or installation of the New Facility to be completed on or before the New Facility Completion Date, as evidenced by the receipt of a temporary or permanent certificate of occupancy.
- (ii) The Company shall obtain prior written approval from RIFA of (A) the construction plans for the New Facility, and (B) the schedule that is reasonably calculated to complete the construction and capital expenditures within the Performance Period.

b. 92 New Jobs. The Company shall create and employ ninety-two (92) New Jobs on or before the Performance Date and shall Maintain these New Jobs until at least the Performance Date. Beginning May 1, 2020, on May 1 and November 1 of each year during the Performance Period, the Company shall produce and deliver to RIFA a New Jobs roster itemizing, at a minimum, each New Job and the base pay (excluding fringe benefits), as described in Section 2(n) above and any other information pertaining to such New Job employees as may be reasonably requested by RIFA. The Company shall redact from the New Jobs roster any personally identifiable information of its employees. The Company hereby authorizes each of the County's Economic Development Director, the City Economic Development Director and the RIFA Treasurer or his respective designees to obtain and to verify the information contained in the New Jobs roster from the Virginia Employment Commission.

c. Domestication in Virginia; Establishment of an Affiliated Entity. Within ninety (90) days after the date of this Agreement, the Company shall either domesticate itself in the Commonwealth of Virginia or establish an affiliated entity controlled by the Company and domesticated under the laws of the Commonwealth of Virginia (the "**Affiliated Entity**"). The Affiliated Entity, if any, shall support the Company's operations at the New Facility on such terms and conditions as the Company and the Affiliated Entity shall agree. Within thirty (30) days after such domestication, the Company shall cause the Affiliated Entity, if any, to execute a joinder certificate in the form reasonably satisfactory to RIFA's counsel, under which the Affiliated Entity joins this Agreement as a party and agrees to be bound by the same terms and conditions of this Agreement to the same extent as the Company is bound. The Company and the Affiliated Entity, if any, shall be in good standing with the Virginia State Corporation Commission and authorized to transact business in Virginia throughout the balance of the Performance Period. The Company and/or the Affiliated Entity shall remain domesticated in the Commonwealth of Virginia, at all times, during the Performance Date and for at least four (4) years thereafter.

d. Financial Report. Beginning on the first day of the month that is at least six (6) months after the opening of the New Facility (as determined by the date that a certificate of occupancy for the New Facility is received by the Company or the Affiliated Entity) and every six (6) month period thereafter during the Performance Agreement, the Company shall produce

and deliver to RIFA a general financial report on the status of the Affiliated Entity's business (or if applicable, the Company's business at the New Facility).

Section 4. - Funds Extended to or for the Company.

a. State Grant Applications. As part of the construction of the New Facility, RIFA or other Government Parties shall apply for and accept State Grants as follows:

- i. Up to \$200,000.00 Commonwealth's Development Opportunity Fund Grant. As a condition to and as a part of the application for the Commonwealth's Development Opportunity Fund Grant, RIFA and the Company shall enter into a performance grant agreement with the Virginia Economic Development Partnership. If the application for such grant is approved, RIFA shall disburse the funds to the Company upon the Company's satisfaction or achievement of certain performance metrics as set forth in such performance grant agreement.
- ii. Up to \$200,000.00 Governor's Agriculture Forestry Industries Development Fund Grant. As a condition to and as a part of the application for the Governor's Agriculture Forestry Industries Development Fund Grant, RIFA and the Company shall enter into a performance grant agreement with the Virginia Department of Agriculture and Consumer Services. If the application for such grant is approved, RIFA shall disburse the funds to the Company upon the Company's satisfaction or achievement of certain performance metrics as set forth in such performance grant agreement.
- iii. Up to \$190,000.00 Tobacco Region Opportunity Fund. As a condition to and as a part of the application for the Tobacco Region Opportunity Fund Grant, RIFA and the Company shall enter into a performance grant agreement with the Tobacco Commission. If the application for such grant is approved, RIFA shall disburse the funds to the Company upon the Company's satisfaction or achievement of certain performance metrics as set forth in such performance grant agreement.
- iv. \$352,000.00 job creation and up to \$200,000.00 real property improvement: Virginia State Enterprise Zone Grant. The Project Site is located in a Virginia Enterprise Zone. RIFA or the City shall apply for a Virginia State Enterprise Zone Grant from the Virginia Department of Housing and Community Development, estimated at up to Three Hundred Fifty Two Thousand and 00/100 Dollars (\$352,000.00) for job creation and up to Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the improvements to the Project Site. If such application for such grant is

approved, RIFA or the City shall disburse the grant to the Company according to the terms and conditions of the Virginia Enterprise Zone program.

- v. \$64,400.00 Virginia Jobs Investment Program Grant. RIFA shall assist the Company in applying for grants under the Virginia Economic Development Partnership's Virginia Jobs Investment Program, estimated at Sixty Four Thousand Four Hundred and 00/100 Dollars (\$64,400.00) for job creation of the New Jobs. If such application for such grant is approved, the Virginia Economic Development Partnership (or if allowed by the program, RIFA) shall disburse the grant to the Company according to the terms and conditions of the Virginia Jobs Investment Program.

The Company shall reasonably cooperate with the Government Parties in connection with the applications for the State Grants, including without limitation providing financial information about the Company, the Company's planned Capital Investments, and the creation schedule of the New Jobs.

- b. \$1,723,404.00 Danville-Pittsylvania County Industrial Enhancement Grant. RIFA shall pay to or for the Company a Danville-Pittsylvania County Industrial Enhancement Grant in the amount of One Million Seven Hundred Twenty-Three Thousand Four Hundred Four and 00/100 Dollars (\$1,723,404.00) in connection with certain costs approved by RIFA for construction of the New Facility. Such amounts shall be in the form of annual tax rebates on real estate and tangible personal property per the following schedule:

Year	Percent Rebate
1	90%
2	80%
3	75%
4	70%
5	65%
6	60%
7	50%

In no event shall grants exceed the amount of actual taxes paid to the applicable Government Party. The annual tax rebates shall begin for the same tax year in which the New Facility is opened, as determined by the date that a certificate of occupancy is issued for the New Facility.

Should the Company plan to make a significant expansion or expansions of the New Facility, RIFA, upon written request of the Company, shall meet in good faith to discuss extension of this grant, based on the Capital Investment planned for such expansion.

c. Up to \$73,000.00 Danville Enterprise Zone Grant. The City acknowledges that under the City's Enterprise Zone program, the Company's Capital Investment for the New Facility and creation of New Jobs as contemplated in this Agreement could qualify for up to Seventy Three Thousand and 00/100 Dollars (\$73,000.00) in value in the form of cash payments, commercial building permit fee waivers and development fee waivers. The City shall disburse such grant according to the terms and conditions of its Enterprise Zone program. After this grant is disbursed, this grant is not subject to recapture by the City or any other Government Party in the event the Company fails to make the Capital Investment and/or create and Maintain the New Jobs on or before the Performance Date.

Section 5. - Capital Investment Report and Unaudited Annual Financial Statements.

The Company shall provide a signed report to RIFA annually, beginning on the first day of the month that is at least twelve (12) months after the opening of the New Facility (as determined by the date that a certificate of occupancy for the New Facility is received by the Company or the Affiliated Entity), documenting the Company's (or as applicable, the Affiliated Entity's) progress in Capital Investment and in maintenance of the Capital Investment. The Company further agrees that each of the County's Economic Development Director, the City Economic Development Director and the RIFA Treasurer or his respective designees are authorized to verify all taxable Capital Investment and related information through the Office of the Commissioner of Revenue for the City. Along with the report in this Section, the Company shall provide to RIFA (i) unaudited financial statements covering the previous twelve (12) month period, prepared under generally accepted accounting principles (GAAP) and (ii) documentation or other information reasonably satisfactory to RIFA demonstrating the Company's plans to have sufficient working capital for it (or its Affiliated Entity, as the case may be) to operate its business at the New Facility for at least the next eighteen (18) months and to meet its required Capital Investment as set forth in this Agreement.

Section 6. - Representations and Warranties of the Company. As of the date of this Agreement and continuing until the Performance Date, the Company hereby represents and warrants to each Government Party the following:

a. Each of the Company and the Affiliated Entity, if any (when formed), is authorized to transact business in the Commonwealth of Virginia and all other jurisdictions in which it is required by law.

b. This Agreement, the transactions contemplated herein, and the other Recruitment Documents to be executed by the Company have been or shall have been approved by all necessary corporate action by the Company; and the persons executing this Agreement and any of the other Recruitment Documents to be executed by the Company have or shall have full and complete authority to execute and deliver the same for and on behalf of the Company.

c. The execution, delivery, and performance of this Agreement, the other Recruitment Documents, and the consummation of the transactions contemplated hereby and

thereby by the Company will not violate, conflict with, or result in any default under, or cause any acceleration of any obligation under, any (i) organizational documents of the Company (including without limitation Articles of Organizations, Operating Agreement, and buy-sell agreement, or other organizational documents of the Company); (ii) any existing contract, agreement, note, or other document to which the Company is a party, or by which the Company is bound; or (iii) any orders, decrees, or laws of any jurisdiction applicable to and binding upon the Company.

d. This Agreement and all other Recruitment Documents constitute the legal, binding and enforceable obligations of the Company in accordance with the terms contained herein or therein.

e. There is no pending or threatened litigation or proceeding against the Company or the Affiliated Entity, if any, which is reasonably expected to materially and adversely affect the financial condition, business operations, or business prospects of the Company (or the Affiliated Entity, if any).

f. The Company is not in material default with respect to any existing indebtedness incurred by it. The Affiliated Entity, if any, is not in material default with respect to any existing indebtedness incurred by it.

g. All financial statements, certificates, resolutions, and other information or documentation furnished to any one or more of the Government Parties prior to the date of this Agreement by the Company are true, correct, and accurate, and no such information fails to disclose or misrepresents any information which could materially or adversely affect the transactions contemplated in this Agreement; and the Company has not failed to disclose any information which could materially and adversely affect the business or financial condition of the Company.

For purposes of this Section 6, the “**Company**” shall, specifically and without limitation, include any permitted assignee of the Company to any one or more of the Recruitment Documents and the Affiliated Entity, if any.

Section 7. - Event of Default. It shall be an Event of Default upon the occurrence of any one or more of the following events:

a. The occurrence of any material default under this Agreement, or any other Recruitment Document which is not cured within sixty (60) days after written notice to the Company of such default (or if such default cannot reasonably be cured within such sixty (60) day period, then if the Company fails to substantially begin such cure within such sixty (60) day period or fails thereafter to diligently pursue such cure);

b. The Company discontinues business for a period of sixty (60) days or more, or

materially changes the nature of the Company's business;

c. The Company (i) files a petition or has a petition filed against it under the Bankruptcy Code or any proceeding for the relief of insolvent debtors which is not dismissed within sixty (60) days of such filing; (ii) is subject to the entry of an order for relief by any court of insolvency; (iii) makes an admission of insolvency seeking the relief provided in the Bankruptcy Code or any other insolvency law; (iv) makes an assignment for the benefit of creditors; (v) has a receiver appointed, voluntarily or otherwise, for its property; or (vi) becomes insolvent, however otherwise evidenced;

d. The controlling owner of the Company (i) files a petition or has a petition filed against it under the Bankruptcy Code or any proceeding for the relief of insolvent debtors which is not dismissed within sixty (60) days of such filing; (ii) is subject to the entry of an order for relief by any court of insolvency; (iii) makes an admission of insolvency seeking the relief provided in the Bankruptcy Code or any other insolvency law; (iv) makes an assignment for the benefit of creditors; (v) has a receiver appointed, voluntarily or otherwise, for its property; or (vi) becomes insolvent, however otherwise evidenced;

e. The Company is not in good standing with the Virginia State Corporation Commission after having received at least sixty (60) days written notice from the Commission; or

f. An officer or controlling owner of the Company (i) is convicted of a felony, or (ii) is convicted of any other crime involving lying, cheating, stealing, fraud, misappropriation, or other similar acts of dishonesty.

Section 8. - Upon Occurrence of an Event of Default. In addition to and not in lieu of any other remedies or relief made available to any one or more of the Government Parties under this Agreement, at law or in equity, upon the occurrence of an Event of Default, irrespective of whether any Government Party has terminated this Agreement, each Government Party (as the case may be) may elect any one or more of the following:

a. The Government Party may immediately cease to disburse any further payments to or for the Company under this Agreement or the Recruitment Documents; and/or

b. The Government Party may pursue any and all other remedies available to it under this Agreement, any one or more of the Recruitment Documents or applicable law.

Section 9. - Audit and Guideline Requirements. Upon reasonable prior written request, the Company shall allow each of the County's Economic Development Director, the City Economic Development Director and the RIFA Treasurer (or his respective designees) reasonable access during regular business hours to all records pertaining to the Company's employment and investment at the New Facility, and the Company shall cooperate with RIFA in

any audit of such records by furnishing all information necessary to verify the Company's performance under this Agreement. In return, each of RIFA, the County and the City agrees to maintain the confidentiality of any and all proprietary, confidential and/or sensitive information, including without limitation personal payroll earnings or similar information that those Government Parties or its designees may receive or access.

Section 10. - Force Majeure. Notwithstanding the foregoing, if the Company does not meet the New Job and Capital Investments requirements because of an Event of Force Majeure, the Performance Date will be extended day-for-day by the delay in meeting the targets caused by the Event of Force Majeure.

Section 11. - Subject to Annual Appropriations. As provided under Virginia law, the obligations of the Government Parties to pay the cost of performing its obligations under this Agreement are subject to and dependent upon annual appropriations being made from time to time by the governing body of such Government Party, for such purpose.

Section 12. - Non-waiver. No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 13. - Attorneys' Fees. Each of the parties shall be solely responsible for their respective attorneys' fees in the negotiating, drafting, and execution of this Agreement and any of the transactions contemplated hereby.

Section 14. - Other Documents. The parties agree that they shall execute, acknowledge, and deliver all such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

Section 15. - Default. In the event that a party to this Agreement incurs attorneys' fees and/or costs in pursuing or defending an alleged breach of this Agreement, the non-prevailing party, in addition to any other remedy, shall be responsible for the reasonable attorneys' fees and costs incurred by the prevailing party. The parties retain all rights at law and in equity to enforce the provisions of this Agreement in accordance with applicable law.

Section 16. - Entire Agreement. This Agreement and the schedule hereto contain the entire agreement and understanding of the parties to this Agreement with respect to the transactions contemplated hereby; and this Agreement and the schedules hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof.

Section 17. - Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 18. - Notices. Any notice required or contemplated to be given to any of the

parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

If to RIFA:

Danville-Pittsylvania Regional
Industrial Facility Authority
Attn.: Susan M. DeMasi, Secretary
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

With a copy to:

Michael C. Guanzon, Esq.
Christian & Barton, LLP
909 E. Main St., Suite 1200
Richmond, VA 23219

If to the County:

Attn.: Matthew D. Rowe
Director of Economic Development
1 Center Street
P.O. Box 426
Chatham, VA 24531

With a copy to:

J. Vaden Hunt, Esq.
County Attorney
1 Center Street
P.O. Box 426
Chatham, VA 24531

If to the City:

Attn.: Corrie T. Bobe
Interim Director of Economic Development
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

With a copy to:

W. Clarke Whitfield, Jr., Esq.
City Attorney
427 Patton Street, Room 421
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

If to the Company:

Just Greens, LLC
Attn: Sam Schatz
Managing Director of Corporate Development
212 Rome Street
Newark, NJ 07105

With a copy to:

Office of General Counsel
Just Greens, LLC
212 Rome Street
Newark, NJ 07105

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. Copies as set forth in this Section 18 are provided as a courtesy and shall not be required to effectuate notice as provided herein.

Section 19. - Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state court located in Pittsylvania County, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Agreement, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement of judgments. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 20. - Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

Section 21. - Amendment, Modification and/or Supplement. The parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

Section 22. - Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

Section 23. - Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. A facsimile or scanned copy (*.pdf) signature to this Agreement shall have the same effect as an original for all purposes.

Section 24. - Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 25. - Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.

Section 26. - No Third-Party Beneficiaries. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

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

By: _____
Robert W. Warren, Chairman

(SEAL)

ATTEST:

Susan M. DeMasi
Corporate Secretary
Danville-Pittsylvania Regional Industrial Facility Authority

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

The foregoing instrument was acknowledged before me this _____ day of April 2020, by **ROBERT W. WARREN**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
Robert W. Warren, Chairman
Board of Supervisors

(SEAL)

ATTEST:

David M. Smitherman
Clerk
Pittsylvania County Board of Supervisors

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

The foregoing instrument was acknowledged before me this _____ day of April 2020, by **ROBERT W. WARREN**, in his capacity as Chairman of the Board of Supervisors of **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

By: _____
Kenneth F. Larking
City Manager

(SEAL)

ATTEST:

Susan M. DeMasi
City Clerk
City of Danville, Virginia

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

The foregoing instrument was acknowledged before me this _____ day of April 2020, by **KENNETH F. LARKING**, in his capacity as City Manager of **CITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT**
as of the date first above written:

JUST GREENS, LLC, a Delaware limited liability
company

By: _____
Sam Schatz
Managing Director of Corporate
Development

(SEAL)

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of
_____ 2020, by **SAM SCHATZ**, in his capacity as Managing Director of Corporate
Development of **JUST GREENS, LLC**, a Delaware limited liability company, on behalf of such
entity.

My commission expires: _____.

Notary Public
Registration No. _____

List of Schedules

1(e) - Summary of Incentives

Schedule 1(e)
(Summary of Incentives)

	Value or Max. Value
Commonwealth Opportunity Fund Grant (§4(a)(i))	\$200,000.00
Agriculture Forestry Industries Development Fund Grant (§4(a)(ii))	\$200,000.00
Danville-Pittsylvania County Industrial Enhancement Grant (§4(b))	\$1,723,404.00
Danville-Pittsylvania County Enterprise Zone Grant (§4(c))	\$73,000.00
Tobacco Region Opportunity Fund Grant (§4(a)(iii))	\$190,000.00
Virginia Jobs Investment Program Grant (§4(a)(iv))	\$64,400.00
Virginia State Enterprise Zone Grant – job creation (§4(a)(v))	\$352,000.00
Virginia State Enterprise Zone Grant – real property improvements (§4(a)(v))	\$200,000.00
TOTAL CASH INCENTIVES	\$3,002,804.00

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5E
Meeting Date:	05/11/2020
Subject:	Resolution 2020-05-11-5E
From:	David M. Smitherman, County Administrator, Pittsylvania County

SUMMARY

Attached for the Board's approval is Resolution 2020-05-11-5E, approving one time trash removal and demolition services with Marshall Construction.

ATTACHMENTS

Resolution
Exhibit A

Resolution No. 2020-05-11-5E

A RESOLUTION APPROVING ONE-TIME TRASH REMOVAL AND DEMOLITION SERVICES WITH MARSHALL CONSTRUCTION CO., INC., A VIRGINIA CORPORATION, RELATED TO THE BUILDING MORE COMMONLY KNOWN AS 2471 TOM FORK ROAD, RINGGOLD, VA 24586 (TAX GPIN 2347-04-1865) ON LOT 7B OF THE AUTHORITY'S CANE CREEK CENTRE INDUSTRIAL PARK PROJECT LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA AND THE CITY OF DANVILLE, VIRGINIA, FOR A FEE OF \$5,500.00, SUBJECT TO ADJUSTMENTS

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

WHEREAS, as part of the Authority’s Cane Creek Centre Industrial Park project (“**Cane Creek**”) located in Pittsylvania County and the City of Danville, Virginia, the Authority requires trash removal and demolition services (the “**Demolition Services**”) for the building more commonly known as 2471 Tom Fork Road, Ringgold, VA 24586 (Tax GPIN 2347-04-1865) on Cane Creek’s Lot 7B; and

WHEREAS, the Authority has received a quote from Marshall Construction Co., Inc., a Virginia corporation, to provide the Demolition Services for a fee of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) (the “**Demo Fee**”), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Demo Estimate**”); and

WHEREAS, the Authority has determined that the Demo Estimate is reasonable, necessary and proper to complete the required trash removal and demolition services and for the further development of Cane Creek; and

WHEREAS, the Authority’s Treasurer, as fiscal agent of the Authority, has determined that funding for the Demo Fee is within “**\$7,300,000 Bonds for Cane Creek Centre**”, a funding sheet under the budget previously approved by the Authority for these projects for this purpose; and

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

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority does hereby approve the acceptance of the Demo Estimate, and hereby authorizes the Chairman or the Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver the Demo Estimate and any such other documents in connection with the acceptance of the Demo Estimate, with such amendments, deletions or additions thereto, so long as the price for the Demolition Services

Resolution No. 2020-05-11-5E

does not exceed ten percent (10%) of the Demo Fee, and is supported under the Authority's budget as certified by the Authority's Treasurer, as may be approved by the Chairman or the Vice Chairman, such execution by the Chairman or the Vice Chairman to conclusively establish his approval of Demo Estimate or such other related documents and any amendments, deletions or additions thereto.

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

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

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on May 11, 2020, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 11th day of May 2020.

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

(SEAL)

Exhibit A

(Demo Estimate)

**MARSHALL CONSTRUCTION CO., INC.
2690 OLD RICHMOND ROAD
DANVILLE, VIRGINIA 24540
(434) 793-2715**

December 18, 2019

City of Danville Public Works
Attn: John Sharp
sharpjm@danville.gov

We propose to do the following:

Tom fork Road

- 1) Remove tires from basement and stack on street.
- 2) Remove all house debris and carry to landfill (Owner pays for landfill by tickets)
- 3) Remove cut trees and haul to city mulch site.
- 4) Fill in basement with concrete, block, asphalt and fill dirt on site.
- 5) Seed & mulch disturbed area.

\$5,500.00

Timothy M. Pressley – First Vice President

Marshall Construction Co., Inc.

2690 Old Richmond Road
Danville, VA 24540-0534

INVOICE

Invoice Number: 199
Invoice Date: Apr 28, 2020
Page: 1

Voice: 434-793-2715
Fax: 434-793-2803

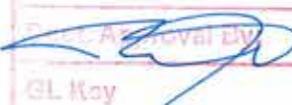
Bill To:
City of Danville Public Works
Division Director of Street
PO Box 3300
Danville, VA 24543
USA

Ship to:
City of Danville Public Works
Division Director of Street
PO Box 3300
Danville, VA 24543
USA

Customer ID	Customer PO	Payment Terms	
12-b	Tom Fork Road	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		5/28/20

Quantity	Item	Description	Unit Price	Amount
1.00	7	Contract Work- Remove approximately 100 tires and place in dumpster at 1st job on Tom Fork Road. Haul trash to landfill and brush to compost pile.	1,900.00	1,900.00

remove tires, trash, & brush dumped on Cane Creek Lot 6 on Tom Fork Rd west of Cane Creek Pkwy all work is complete JMS 5-4-20

Department	PW	Date Received	5/4/20
Purchasing Order No.			
PL Approval By		Date Approved	5/4/20
GL Key		Object	
PL Key	PL Object	WO	
Due Date		Discount	

Subtotal	1,900.00
Sales Tax	
Total Invoice Amount	1,900.00
Payment/Credit Applied	
TOTAL	1,900.00

Check/Credit Memo No:

Marshall Construction Co., Inc.

2690 Old Richmond Road
Danville, VA 24540-0534

INVOICE

Invoice Number: 042721
Invoice Date: Apr 27, 2020
Page: 1

Duplicate

Voice: 434-793-2715
Fax: 434-793-2803

Bill To:
City of Danville Public Works Division Director of Street PO Box 3300 Danville, VA 24543 USA

Ship to:
City of Danville Public Works 998 South Boston Road Atten: John Sharp Danville, VA 24540 USA

Customer ID	Customer PO	Payment Terms	
12-b	Tom Fork Road	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		5/27/20

Quantity	Item	Description	Unit Price	Amount
1.00	7	Contract Work- Remove tires from basement and stack on street. Remove all house debris and carry to landfill. Remove cut trees and haul to city mulch site. Fill in basement with concrete, block, asphalt and fill dirt on site. Seed and mulch disturbed area.	5,500.00	5,500.00
1.00	9	Landfill charges to be paid by City	2,757.46	2,757.46 ✓

*demo building on RIFA property
2471 Tom Fork Rd
all work is complete
JMS 5-4-20*

Department	PW	Date Received	5/4/20
Purchase Order No.			
Prepared By:	<i>[Signature]</i>	5/4/20	Approved
GL Key		Object	
PL Key		PL Object	NO
Due Date		Discount	

Check/Credit Memo No:

Subtotal	8,257.46
Sales Tax	
Total Invoice Amount	8,257.46
Payment/Credit Applied	
TOTAL	8,257.46

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5F
Meeting Date:	05/11/2020
Subject:	Resolution 2020-05-11-5F
From:	Matthew Rowe, Michael Guanzon and Shawn Harden

SUMMARY

Attached for the Board's approval is Resolution 2020-05-11-5F, approving the proposed property modifications with RealtyLink Investments

ATTACHMENTS

Resolution

A RESOLUTION APPROVING THE PROPOSED PROPERTY MODIFICATIONS RELATING TO THAT CERTAIN CONTRACT OF SALE DATED NOVEMBER 21, 2019, BETWEEN THE AUTHORITY AND REALTYLINK INVESTMENTS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, PURSUANT TO RESOLUTION NOS. 2019-09-09-5E AND 2019-11-12-5A, FOR LOTS 3A AND 3B IN THE AUTHORITY’S CANE CREEK CENTRE PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA AND THE CITY OF DANVILLE, VIRGINIA TO FACILITATE PURCHASER TO PROCEED TO CLOSING

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

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

WHEREAS, pursuant to Resolution Nos. 2019-09-09-5E and 2019-11-12-5A, the Authority authorized the negotiation, execution and delivery of a contract of sale with RealtyLink Investments, LLC, a South Carolina limited liability company (“**RealtyLink**”) for Lots 3A and 3B in the Authority’s Cane Creek Centre project (“**Cane Creek**”), located in the County and the City; and

WHEREAS, that certain Contract of Sale, dated November 21, 2019 (the “**Contract of Sale**”), between the Authority and RealtyLink was ratified pursuant to Resolution No. 2019-12-09-5B; and

WHERE AS, the Authority, in order to facilitate RealtyLink to proceed to closing under the Contract of Sale, needs to exclude Cedar Lane and certain cemetery property (the “**Exclusions**”) from the Property (as defined in the Contract of Sale); and

WHEREAS, the Authority’s Board of Directors has determined that it is in the best interests of the Authority and the citizens of the City and the County for the Authority to approve the Exclusions in order to facilitate RealtyLink to proceed to closing under the Contract of Sale.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the Exclusions as it relates to the Contract of Sale, and such Exclusions are reasonable, appropriate and within the authority of Resolution Nos. 2019-09-09-5E, 2019-11-12-5A and 2019-12-09-5B.

Resolution No. 2020-05-11-5F

2. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver such other documents in connection with the approval of the Exclusions, as may be approved by the Chairman (or the Vice Chairman as the case may be), such execution by the Chairman (or the Vice Chairman as the case may be) to conclusively establish his approval of such other documents.

3. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the approval of the Exclusions or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of this Resolution.

4. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the approval of the Exclusions and the matters contemplated in this Resolution

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on May 11, 2020, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 11th day of May 2020.

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

(SEAL)

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5G
Meeting Date:	May 11, 2020
Subject:	Financial Status Reports – April 30, 2020
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through April 30, 2020 will be provided at the meeting. The financial status reports as of April 30, 2020 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of April 30, 2020 as presented.

ATTACHMENTS

Financial Status Reports

Financial Status

Table of Contents

- A. \$7.3 Million Bonds - Cane Creek Centre
- B. General Expenditures for FY2020
- C. SVMS at Berry Hill – Funding Other than Bond Funds
- D. SVMS at Berry Hill – Lot 4 Site Development
- E. SVMS at Berry Hill – Lot 8 Site Development
- F. SVMS at Berry Hill – Water & Sewer
- G. Rent, Interest, and Other Income Realized
- H. Monthly Checks
- I. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

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

As of April 30, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
Funds from bond issuance	\$7,300,000.00				
Issuance cost	(155,401.33)				
Refunding cost ⁷	(52,500.00)				
Bank fees	(98.25)				
Interest earned to date	486,581.70				
Cane Creek Parkway ³		\$3,804,576.00	\$3,724,241.16	\$ -	
Swedwood Drive ²		69,414.00	69,414.00	-	
Cane Creek Centre entrance ³		72,335.00	53,878.70	-	
Financial Advisory Services		9,900.00	9,900.00	-	
Dewberry contracts ¹		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant ^{4,5}		79,381.00	48,126.62	31,254.38	
Land		-	2,792,945.57	-	
Demolition services		71,261.62	71,261.62	-	
Legal fees		-	242,623.83	-	
CCC - Lots 3 & 9 project - RIFA Local Share ⁶		142,190.00	112,464.98	-	
Other expenditures		-	347,194.30	-	
Total	\$ 7,578,582.12	\$ 4,318,640.12	\$ 7,541,633.28	\$ 31,254.38	<u>\$ 5,694.46</u>

Notes:

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

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

³ Project completed under budget

⁴ In September 2008 the outstanding principal balance of \$6,965,000 on the Series 2005 Cane Creek Project Revenue Bonds was tendered and not remarketed. These bonds were converted to bank bonds and are now subject to the Credit and Reimbursement agreement the Authority has with Wachovia Bank. The remarketing agent will continue its attempt to remarket these bonds in order to convert them back to Variable Rate Revenue Bonds. As a result, it is likely that the City and County will have to contribute additional funds in order to make future interest payments on the letter of credit attached to these bonds.

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

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

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

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

Road Summary-Cane Creek Parkway:

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

Funding Summary - Cane Creek Parkway

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

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2020

As of April 30, 2020

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
City Contribution	\$ 25,000.00				
County Contribution	25,000.00				
Carryforward from FY2019	4,434.23				
Transfer from Unrestricted Fund Balance	200,000.00				
Contingency					
Miscellaneous contingency items		\$ 24,154.23	\$ 12,190.01	\$ -	\$ 11,964.22
Total Contingency Budget		<u>24,154.23</u>	<u>12,190.01</u>	<u>-</u>	<u>11,964.22</u>
Legal		200,000.00	173,390.34	-	26,609.66
Accounting		22,175.00	21,750.00	-	425.00
Annual Bank Fees		605.00		-	605.00
Postage & Shipping		100.00		-	100.00
Meals		4,000.00	3,178.05	-	821.95
Utilities		400.00	276.30	-	123.70
Insurance		3,000.00	2,337.00	-	663.00
Total		<u>\$ 254,434.23</u>	<u>\$ 213,121.70</u>	<u>\$ -</u>	<u>\$ 41,312.53</u>

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of April 30, 2020

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
City contribution	\$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property ^{1,4}	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Tobacco Comm. FY10 SSED Allocation - Eng. Portion Deobligated	(244,797.00)				
Local Match for TIC FY10 SSED Allocation - Engineering Portion ⁵	76,067.61				
Additional funds allocated by RIFA Board on 1/14/2013 ⁶	11,854.39				
TIC #2264 - Phase II Land and Engineering	3,700,000.00				
Land					
Klutz property		\$ 8,394,553.50	\$ 8,394,553.50	\$ -	
Canter property ²		1,200,000.00	1,200,000.00	-	
Adams property		37,308.00	37,308.00	-	
Carter property		5,843.00	5,843.00	-	
Jane Hairston property		1,384,961.08	1,384,961.08	-	
Bill Hairston property		201,148.00	201,148.00	-	
Shoffner Property		1,872,896.25	1,872,896.25	-	
401 Buford Road		246,082.96	246,082.96	-	
Off State Road 1055		181,890.19	181,890.19	-	
604 Buford Road		361,896.60	361,896.60	-	
Other					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis ³		990,850.00	987,879.29	2,970.71	
Consulting Services - McCallum Sweeney ⁷		115,000.00	103,796.85	-	
Dewberry Engineers (related to #2264)		784,500.00	160,500.00	624,000.00	
Dewberry Engineers		78,950.00	66,525.00	12,425.00	
Appalachian Power Company		1,655,000.00	380,000.00	1,275,000.00	
Banister Bend Farm, LLC		-	199,064.00	-	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project ⁸		-	11,203.15	-	
Total	\$ 17,931,524.83	\$ 17,539,844.58	\$ 15,824,512.87	\$ 1,914,395.71	\$ 192,616.25

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

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

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

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

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

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

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Lot 4 Site Development
As of April 30, 2020

Funding	Funding	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Tobacco Commission FY12 Megasite Allocation	\$ 6,208,153.00				
Local Match for TIC FY12 Megasite Allocation - County Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - City Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - RIFA Portion ²	181,000.00				
Transfer in from "Mega Park - Funding Other than Bond Funds" Budget ³	11,203.15				
Expenditures					
Dewberry Engineers Inc.		1,707,562.81	1,631,512.81	53,524.70	
Jones Lang LaSalle		95,000.00	95,000.00	-	
Jones Lang LaSalle - Economic Analysis		12,000.00	12,000.00	-	
VA Water Protection Permit Fee		57,840.00	57,840.00	-	
Wetlands Studies and Solutions, Inc.		77,027.64	77,027.64	-	
Banister Bend Farm, LLC - Wetland and Stream Credits		122,968.00	122,968.00	-	
DEQ - Construction Activity General Permit		11,860.00	11,860.00	-	
Haymes Brothers, Inc. - Construction on Phase 1 Graded Pad		4,250,475.11	4,243,151.21	7,323.90	
Haymes Brothers, Inc. - Phase 1 Pad A Extension/Expansion		1,624,860.00	941,521.08	683,338.92	
Transfers to "General Expenditures Fiscal Year 2015" Contingency ³					
Jones Lang LaSalle - Market Analysis Study		(95,000.00)	(95,000.00)	-	
Jones Lang LaSalle - Economic Analysis		(12,000.00)	(12,000.00)	-	
Total	\$ 7,900,356.15	\$ 7,852,593.56	\$ 7,085,880.74	\$ 744,187.52	<u>\$ 70,287.89</u>

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

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

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

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Lot 8 Site Development

As of April 30, 2020

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

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Water & Sewer

As of April 30, 2020

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #2641 Phase I Sanitary Sewer					
Tobacco Commission Grant 2641	\$ 4,908,240.00				
Local Match for Contractual Services	282,400.00				
Local Match for Property & Imp.	262,960.00				
TIC #3011 Water System Improvements Phase II					
Tobacco Commission Grant 3011	2,241,567.00				
Local Match for Property & Imp.	224,160.00				
Expenditures					
Dewberry Engineers Inc.		474,919.99	428,634.99	46,285.00	
Haymes Brothers, Inc. - Phase I Sanitary Sewer		5,092,668.30	5,092,668.30	-	
C.W. Cauley & Son - Phase 1 Water		1,843,540.00	950,565.25	892,974.75	
Norfolk Southern Railway Company		22,300.00	22,300.00	-	
Pittsylvania County Service Authority		1,475.00	1,475.00	-	
Treasurer of Virginia		7,900.00	7,900.00	-	
AECOM		5,000.00	5,000.00	-	
BH Media Group, Inc.		296.00	296.00	-	
Danville Register & Bee		600.00	600.00	-	
Total	\$ 7,919,327.00	\$ 7,448,699.29	\$ 6,509,439.54	\$ 939,259.75	<u>\$ 470,627.71</u>

Danville-Pittsylvania Regional Industrial Facility Authority
Rent, Interest, and Other Income Realized for Fiscal Year 2020
As of April 30, 2020

<i>Source of Funds</i>	Funding		Expenditures	Unexpended /		
	Carryforward	Receipts			Receipts	FY2020
	from FY2019	Current	FY2020	FY2020	Unencumbered	
		Month				
<i>Carryforward</i>	\$ 726,050.44					
<i>Current Lessees</i>						
Institute for Advanced Learning and Research (IALR) ¹			\$ 228,712.50			
Mountain View Farms of Virginia, L.C.			1,200.00			
Capital Outdoor, Inc.			2,000.00			
<i>Total Rent</i>		\$ -	\$ 231,912.50			
<i>Interest Received</i> ²		\$ 451.06	\$ 5,026.25			
<i>Miscellaneous Income</i>		\$ 52,655.65	\$ 923,712.31			
 <i>Expenditures</i>						
Hawkins Research Bldg. Property Mgmt. Fee			\$ 228,712.50			
Transfer to General Expenditures budget			\$ 200,000.00			
Disbursements for Gerfertec incentives			\$ 29,605.34			
Disbursements for Harlow Fastech incentives			\$ 305,598.20			
Refunded fees			\$ 10,000.00			
 Totals		\$ 726,050.44	\$ 53,106.71	\$ 1,160,651.06	\$ 773,916.04	\$ 1,112,785.46
				Restricted ¹	\$ 313,695.06	
				Unrestricted	\$ 292,688.60	
				Committed	\$ 506,401.80	

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

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

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

Check Number	Date	Vendor Name	Paid Amount
WIRE	04/20/2020	City of Danville, VA	30.70
1067	04/14/2020	Christian & Barton, LLP	4,522.00
2321	04/14/2020	IALR	25,412.50
2322	04/14/2020	IALR	310.87
2323	04/14/2020	IALR	4,229.34
2325	04/14/2020	Haymes Brothers, Inc	655,520.14
2326	04/14/2020	Christian & Barton, LLP	51,973.00

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position^{1, 2}
April 30, 2020*

	Unaudited FY 2020
Assets	
<i>Current assets</i>	
Cash - checking	\$ 165,424
Cash - money market	455,518
<i>Total current assets</i>	620,942
<i>Noncurrent assets</i>	
Restricted cash - project fund CCC bonds	43,449
Restricted cash - debt service fund CCC bonds	37,084
Capital assets not being depreciated	23,832,535
Capital assets being depreciated, net	22,505,505
Construction in progress	14,628,421
<i>Total noncurrent assets</i>	61,046,994
Total assets	61,667,936
Liabilities	
<i>Current liabilities</i>	
Unearned income	600
Bonds payable - current portion	444,740
<i>Total current liabilities</i>	445,340
<i>Noncurrent liabilities</i>	
Bonds payable - less current portion	1,675,000
<i>Total noncurrent liabilities</i>	1,675,000
Total liabilities	2,120,340
Net Position	
Net investment in capital assets	58,890,170
Restricted - debt reserves	37,084
Unrestricted	620,342
Total net position	\$ 59,547,596

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Revenues and Expenses and Changes in Fund Net Position
April 30, 2020*

	Unaudited FY 2020
Operating revenues	
Virginia Tobacco Commission Grants	1,111,722
Rental income	232,788
Other Income	777,799
Total operating revenues	2,122,309
Operating expenses⁴	
Mega Park expenses ³	3,480,620
Cane Creek Centre expenses ³	80,641
Cyber Park expenses ³	576,055
Professional fees	104,776
Other operating expenses	31,513
Total operating expenses	4,273,605
Operating income (loss)	(2,151,296)
Non-operating revenues (expenses)	
Interest income	10,712
Interest expense	(50,087)
Total non-operating expenses, net	(39,375)
Net income (loss) before capital contributions	(2,190,671)
Capital contributions	
Contribution - City of Danville	947,416
Contribution - Pittsylvania County	394,760
Total capital contributions	1,342,176
Change in net position	(848,495)
Net position at July 1, 2019	60,396,091
Net position at April 30, 2020	\$ 59,547,596

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
*April 30, 2020**

	Unaudited FY 2020
Operating activities	
Receipts from grant reimbursement requests	\$ 1,111,722
Receipts from leases	229,911
Other receipts	777,382
Payments to suppliers for goods and services	(4,466,090)
Net cash used by operating activities	(2,347,075)
Capital and related financing activities	
Capital contributions	1,342,176
Interest paid on bonds	(69,066)
Principal repayments on bonds	(1,350,000)
Net cash provided by capital and related financing activities	(76,890)
Investing activities	
Interest received	10,712
Net cash provided by investing activities	10,712
Net increase (decrease) in cash and cash equivalents	(2,413,253)
Cash and cash equivalents - beginning of year (including restricted cash)	3,114,728
Cash and cash equivalents - through April 30, 2020 (including restricted cash)	\$ 701,475
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ (2,151,296)
Changes in assets and liabilities:	
Change in prepaids	254
Change in accounts payable	(192,741)
Change in unearned income	(3,292)
Net cash used by operating activities	\$ (2,347,075)

Components of cash and cash equivalents at April 30, 2020:

American National - Checking	\$ 165,424
American National - General money market	455,518
Wells Fargo - \$7.3M Bonds CCC Debt service fund	37,084
Wells Fargo - \$7.3M Bonds CCC Project fund	43,449
	\$ 701,475

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 6ABCDEF
Meeting Date:	05/11/2020
Subject:	Closed Session
From:	Chairman

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended (“Virginia Code”), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business’s interest in locating its facilities in one or more of the Authority’s projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority’s Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority’s projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and
- C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority.
- D. Reinstatement/Unmuting of Conference Line [*see Agenda Item 5G above*].
- E. Confirmation of Motion and Vote to Reconvene in Open Meeting.
- F. Motion to Certify Closed Meeting.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 7
Meeting Date: 05/11/2020
Subject: Communications
From: Board Members and Staff

A. Authority Board Members

B. Staff