

# **Danville-Pittsylvania Regional Industrial Facility Authority**

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

## **AGENDA**

**Tuesday, October 9, 2012**

**12:00 Noon**

**Danville Regional Airport  
Eastern Conference Room  
424 Airport Drive, Danville, Virginia**

### **County of Pittsylvania Members**

**Coy E. Harville, Vice Chair  
James H. Snead  
Jessie L. Barksdale, Alternate**

### **City of Danville Members**

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

### **Staff**

**Joseph C. King, City Manager, Danville  
William D. Sleeper, Pittsylvania County Administrator  
Clement & Wheatley, Legal Counsel to Authority  
Susan M. DeMasi, Authority Secretary  
Barbara A. Dameron, Authority Treasurer**

## **Danville-Pittsylvania Regional Industrial Facility Authority**

### **1. MEETING CALLED TO ORDER**

### **2. ROLL CALL**

### **3. PUBLIC COMMENT PERIOD**

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

### **4. APPROVAL OF MINUTES OF THE SEPTEMBER 10, 2012 MEETING**

### **5. NEW BUSINESS**

- A. Consideration of Resolution No. 2012-10-09-5A, authorizing the submission of an application by the Authority to the Tobacco Indemnification and Community Revitalization Commission for a grant of up to \$5,500,000 for constructing (i) a sewer extension from the North Carolina/Virginia line to the Authority's Berry Hill Mega Park Project, in Pittsylvania County, Virginia, to service Lots 4 and 5; (ii) a Trotter's Creek pump station; and (iii) a Trotter's Creek gravity sewer; and authorizing the Danville City Manager and the Pittsylvania County Administrator, subject to approval by the Chairman or Vice Chairman of the Authority, to execute and to deliver, on behalf of the Authority, all necessary documents pertaining thereto – Shawn R. Harden, PE, Dewberry & Davis, Inc.
- B. Update on Construction of Improvements on New Lot 1 (GPIN 2347-39-1745), Cane Creek Centre, Pittsylvania County, Virginia – Robert R. Bennett, CEO, and/or George D. Peterson, President/COO, United States Green Energy Corporation
- C.
  - 1. Consideration of Resolution No. 2012-10-09-5C, ratifying that certain Deed of Amendment dated September 28, 2012, amending the construction completion date to October 9, 2012, to reflect the fact that the Authority's regular meeting was moved to October 9, 2012, on account of the October 8, 2012 Columbus Day holiday – Michael C. Guanzon, Esq., Clement & Wheatley, RIFA Legal Counsel
  - 2. Consideration of Resolution No. 2012-10-09-5C(2), to execute and to deliver a Deed of Amendment to extend the Completion Deadline in that certain Deed of Amendment dated September 27, 2012, and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, as Instrument No. 12-\_\_\_\_\_, at page \_\_\_\_\_, from October 8, 2012 to November 12, 2012 - Robert R. Bennett, CEO, and/or George D. Peterson, President/COO, United States Green Energy Corporation

## **Danville-Pittsylvania Regional Industrial Facility Authority**

- D. Consideration Resolution No. 2012-10-09-5D, to adopt and to approve that certain Standard Form of Agreement Between Owner and Engineer for Professional Services and Addendum between the Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia, and Dewberry & Davis, Inc., a North Carolina corporation, dated June 21, 2012, (i) for the modification and enhancement of the Connector Road connecting U.S. Highway 58 and U.S. Highway 311 (Berry Hill Road/ Va. 863) to serve the Berry Hill Mega Park site; and (ii) for engineering services for the design of the Connector Road, at an estimated aggregate cost of \$1,781,119.00 – William D. Sleeper, County Administrator and/or Gregory L. Sides, Assistant County Administrator for Planning and Development
- E. Consideration of Resolution No. 2012-10-09-5E, endorsing and supporting (i) the application of Pittsylvania County, Virginia, to the New River Valley Economic Development Alliance (the “Alliance”) for inclusion of the Authority’s Mega Park site into the Service Area of Foreign-Trade Zone #238, and (ii) the Alternative Site Framework application of the Alliance to the U.S. Foreign-Trade Zones Board – Kenneth L. Bowman, Director, County Office of Economic Development
- F. Financial Report as of September 30, 2012 – Barbara A. Dameron, CPA, Authority Treasurer, and Patricia K. Conner, CPA, Danville Senior Accountant

### **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.

- A. As permitted by Section 2.2-3711(A)(7) of the Code of Virginia, 1950, as amended, for consultation with the Authority’s legal counsel, Clement & Wheatley, and briefings by the Authority staff or consultants pertaining to probable contract litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the Authority. "Probable litigation" means litigation on which the Authority and its legal counsel have a reasonable basis to believe will be commenced against a known party.
- B. Confirmation of Motion and Vote to Reconvene in Open Meeting
- C. Motion to Certify Closed Meeting

**Danville-Pittsylvania Regional Industrial Facility Authority**

**7. COMMUNICATIONS FROM:**

Jessie L. Barksdale  
Coy E. Harville  
Sherman M. Saunders  
Fred O. Shanks, III  
James H. Snead  
J. Lee Vogler, Jr.  
Staff

**8. ADJOURN**

**Danville-Pittsylvania Regional Industrial Facility Authority**

**AGENDA  
ITEM NUMBER 4**

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

September 10, 2012

The Regular Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:15 p.m. on the above date in the Danville Regional Airport Conference Room, 424 Airport Drive, Danville, Virginia. Present were City of Danville Members Fred O. Shanks, III and alternate J. Lee Vogler. Chairman Sherman M. Saunders was absent. Pittsylvania County Members present were Vice Chairman Coy E. Harville, and Alternate Jessie L. Barksdale. James Snead was absent.

City/County staff members attending were: Deputy City Manager David Parrish, County Administrator Dan Sleeper, Danville Finance Director/Authority Treasurer Barbara Dameron, Pittsylvania County Director of Economic Development Ken Bowman, Assistant County Administrator for Planning & Development Gregory Sides, Pittsylvania County Supervisor Brenda Bowman, City of Danville Public Information Officer Arnold Hendrix, City of Danville Senior Accountant Patricia Conner, Clement and Wheatley Attorney Michael Guanzon, and Secretary to the Authority Susan DeMasi.

Vice Chairman Harville called the Meeting to order.

**PUBLIC COMMENT PERIOD**

No one desired to be heard.

**APPROVAL OF MINUTES**

Upon **Motion** by Mr. Shanks and **second** by Mr. Barksdale, Minutes of the August 13, 2012 and August 28, 2012 Special Meeting were approved, as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

**NEW BUSINESS**

**5A. PRESENTATION ON THE DANVILLE-PITTSYLVANIA COUNTY REGION FROM A SITE LOCATION CONSULTANT'S PERSPECTIVE.**

Leigh Cockram, Executive Director of Southern Virginia Regional Alliance introduced Crystal Morphis, CEO of Creative Economic Development Consulting. Ms. Cockram noted she had worked with Ms. Morphis on a local project recently.

Ms. Morphis stated that site selection is a very long process. The role of site selector is really as a facilitator in a company's decision process.

The first step is to establish the company's site selection criteria. Site and building needs are defined as well as labor force needs, skill levels, and how many people in the labor shed. Utility needs, transportation as well as regulatory concerns are also defined. Each company has some critical importance factors for them, things that are very unique to their company, their process, their labor force, their training needs, and that a large emphasis needs to be placed on that as well.

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From this criteria, a Request for Information (RFI) is developed which describes the project. The consultants request information on all items in the search criteria including utilities, labor force, and transportation. Ms. Morphis noted the RFI for the Sheetz project listed all those importance factors, they sent it out to the different state agencies they were interested in and asked them to respond. It is very important when responding to an RFI, to follow their format and to be very clear and precise in your answers. Only submit sites that meet the criteria, make sure you have good quality data and to meet all of the deadlines even if some may seem unrealistic. Make sure all questions are answered. Ms. Morphis noted the Danville Pittsylvania response was very high quality, well organized, clear, questions were answered, data was accurate, informative, and exactly what was asked for.

One of the first things done in a site selection process is to eliminate sites that do not have infrastructure or infrastructure close by. Capacity is looked at as well as due diligence items, such as Phase I studies, geotechnical studies, and has the archeological and historic review process been done. Zoning, covenants and other issues are also looked at.

After it is narrowed down to a smaller group of sites, site visits are conducted. It is important to talk to the consulting team in advance to find out what the goals are for the visit. It may just be a 20 minute drive by to get a look at the site or they may want to hear more. It is important to only include people at these visits that can answer questions and to stay on time.

This community had a very professional response to the RFI, with concrete answers during the site visit, if they didn't have the answer they followed up quickly. The consultants had a lot of comments from their client on how professional and personable this team was.

The Danville Pittsylvania parks showed very well. Ms. Morphis stated they narrowed in on the Cane Creek park, but also looked at the Airside Park. They both showed very well for a few reasons: there is a nice entrance road going through, there are some graded sites in those parks, and there are tenants in the park. It is important for clients to see who their neighbors are going to be. All that showed very well and the clients complimented that. Once the field narrowed further they got to the second tier of analysis, including cost analysis of many of these factors and this is where the professionalism of the Economic Development team came into play. When this community was asked very detailed questions on electric utility and telecommunication costs, to get these cost quotes for her clients, they turned it around quickly, professionally and accurately and that is very important.

The field was narrowed again and the client came back for a second site visit. Sometimes during a second site visit, the company will visit existing businesses in the area to talk to them and see what their experience is in terms of operational costs, labor force, and general community. Ms. Morphis reported that the businesses they met in this area were great to meet with and were good ambassadors for this community.

In the final round, it becomes more intense with direct costs and labor surveys. Companies will ask for very specific labor research or even a specific labor survey based on a company's

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needs. Companies may ask for additional site information and localities need to be prepared to spend money. In this case, although there was a graded site, the company wanted to make sure the compaction was good on it and asked for some additional geotechnical studies.

Consultants ask that responses be quick but very accurate, you don't want to get to the very end and realize a quote on some cost information was off. This area was extremely accurate in their information and did a very good job with it. Cost analysis plays an important role up front as well as ongoing costs and sometimes companies want an ongoing cost over ten years, fifteen, twenty years.

It is not always the lowest cost site that wins the site selection process, it is the mix, and companies place different weighting factors on different cost mixes. Companies will balance them and in this location electric utility costs were a little bit higher but state taxes were a little bit lower.

The company does not always share everything with the consultants and sometimes there are some other internal cost factors that the consultants don't understand that play a role too.

As far as incentives, it is not always the greatest dollar amount, but the incentive mix that means the most to the company. It is very important to ask the company what is important to them, what cost factors are really part of this decision process and how can we impact those? Be very direct on eligibility. Danville Pittsylvania was very creative in their incentives, how their proposal was developed in conjunction with state programs. Also having the IDA and owning your industrial property, all those things are very important and creative and Ms. Morphis noted she thought this area did a very good job in their incentive proposal. Also how the incentive proposal was structured and the ease of which it would be to apply was all very understandable.

Ms. Morphis reviewed what this area did right: the grading at Cane Creek is very important; it is important in this part of the state because of the terrain but it saves a company time, costs and answers a lot of unknown questions. She suggested as this area continues to locate companies on its graded sites, they should have a program in place to continue to do that because that is something that stood out. Their professional site package and response to the RFI was top quality and the way that it was integrated with the State's response made it very easy for the company to understand. They did quality research, it was turned around quickly and they did a great job on very specific research requests. This area spent the money when needed, and the team was very professional and organized throughout the process. These were all things this community did exceptionally well.

As to improvements Ms. Morphis noted she would say "not much". The clients said Danville did a great job, they were very pleased with everything they learned and would consider Danville in the future for some other project. Ms. Morphis noted that the utility fees are more costly here than other localities however, there are some tradeoffs with that, such as lower state taxes and marketing to the strengths of the utility system.

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Ms. Morphis suggested considering a specialized workforce study. They had asked for some very specific research for this project because the actual statistics of the labor market in this area show higher wages than what is really found here. That may be because of two or three larger companies that have higher paying wages and this skews the overall numbers. An outsider that was not familiar with this labor shed or labor market may say that labor rate looks to be really high in Danville and the surrounding area when in fact it is probably skewed for some reason.

Mr. Shanks questioned Ms. Morphis on Utilities, that she found them more expensive than other locations and asked if she meant water, gas, or electric? Ms. Morphis noted primarily electric but that is not uncommon in municipal systems, and that gas and telecommunications were fairly comparable, water and sewer were not far off. She also noted this is not an issue for Danville as they have looked at other municipal systems, typically they are higher than the investor owned. But the reliability is oftentimes higher, their customer interaction is at a different level and this area should market to the strengths of the system instead of the costs or look at other ways costs can be offset in other areas of cost analysis.

Mr. Shanks Ms. Morphis if she knew why this area lost Sheetz? Ms. Morphis stated she did not and looking at the company, things were very, very comparable between the locations in terms of work force, general location and access. The labor market and labor shed in the Burlington area is wider, with a more diverse labor shed than here. The site there is very close to Interstate 40, but this area has Interstate quality roads. The site in Burlington is in an industrial area but not an industrial park, there was a little bit different venue. She noted she couldn't put her finger on one thing but there was a little bit of difference in the type of labor force and just the very close proximity to an Interstate exit.

Mr. Shanks questioned if the North Carolina incentives were similar to Virginia and Ms. Morphis stated the incentives were somewhat similar. This area did a very good job in terms of putting the incentive package together to make it very understandable and user friendly. The North Carolina incentives programs are not quite as user friendly; it is really an advantage this community has.

Mr. Harville asked Ms. Morphis what she thought about this region competing with the interstate localities. Ms. Morphis noted it wasn't a huge factor in this project because, with the quality of the road to Greensboro, to I-40, it is very high quality road. This company was a distribution project but not high volume. For other distribution projects that would have a high volume of tractor trailer traffic, that might be more of a concern. Unfortunately, when consultants develop an RFI they will say "within X number of miles of an interstate highway" anyone outside of that just doesn't get considered. Once someone knows about this area and the quality of the system down to the interstate highway, then you can make a case.

Board members thanked Ms. Morphis and Ms. Cockram for coming and sharing this information.

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**5B. FINANCIAL REPORT AS OF AUGUST 31, 2012**

Ms. Dameron noted under the Cane Creek Bond Funds, \$2,300 was moved from General Expenses to the Financial Advisory Services for the line of credit agreement with Wells Fargo for the Cane Creek Bonds: \$1,100 related to 2012, \$1,200 to 2013. Demolition services of \$15,000 were paid, legal fees of \$600.00 and \$32,300 to Haymes Brothers for Lots 3 and 9. That project is now complete.

Under General Expenditures for 2012, there are additional legal fees of almost \$7,000 and for 2013 General Expenditures, a utility bill of \$185.73. On the Mega Park funding, this was updated that for the interest of \$5.62 and the interest for the Berry Hill Mega Park bonds was about \$3.64. Under Funds Available for Appropriation, there is no change there from the previous month.

Mr. Barksdale **moved** to approve the Financial Report as of August 31, 2012. The Motion was **seconded** by Mr. Shanks and approved by the following vote:

VOTE: 4-0  
AYE: Harville, Barksdale, Shanks and Vogler (4)  
NAY: None (0)

**6A. CLOSED SESSION**

Vice Chairman Harville noted that during closed session all matters discussed will involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.

At 12:50 p.m., Mr. Barksdale **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting as permitted by Section 2.2-3711(A)(7)[sic] of the Code of Virginia, 1950, as amended (the "Virginia Code"), for consultation with the Authority's legal counsel, Clement & Wheatley, and briefings by the Authority staff or consultants pertaining to probable contract litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the Authority. "Probable litigation" means litigation on which the Authority and its legal counsel have a reasonable basis to believe will be commenced against a known party.

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

VOTE: 4-0  
AYE: Harville, Barksdale, Shanks and Vogler (4)  
NAY: None (0)

Mr. Harville noted that upon **Motion** by Mr. Shanks and **second** by Mr. Barksdale, and by unanimous vote at 12:50 p.m., the Authority returned to open meeting.

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Mr. Vogler **moved** 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. Shanks and carried by the following vote:

VOTE: 4-0  
AYE: Harville, Barksdale, Shanks and Vogler (4)  
NAY: None (0)

**COMMUNICATIONS**

There were no communications from Staff.

MEETING ADJOURNED AT 12:52 P.M.

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Chairman

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Secretary to the Authority

**Danville-Pittsylvania Regional Industrial Facility Authority**

**AGENDA  
ITEM NUMBER 5A**

**Resolution No. 2012-10-09-5A**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE AUTHORITY TO THE TOBACCO INDEMNIFICATION AND COMMUNITY REVITALIZATION COMMISSION FOR A GRANT OF UP TO \$5,500,000 FOR CONSTRUCTING (I) A SEWER EXTENSION FROM THE NORTH CAROLINA/VIRGINIA LINE TO THE AUTHORITY'S BERRY HILL MEGA PARK PROJECT, IN PITTSYLVANIA COUNTY, VIRGINIA, TO SERVICE LOTS 4 AND 5; (II) A TROTTER'S CREEK PUMP STATION; AND (III) A TROTTER'S CREEK GRAVITY SEWER; AND AUTHORIZING THE DANVILLE CITY MANAGER AND THE PITTSYLVANIA COUNTY ADMINISTRATOR, SUBJECT TO APPROVAL BY THE CHAIRMAN OR VICE CHAIRMAN OF THE AUTHORITY, TO EXECUTE AND TO DELIVER, ON BEHALF OF THE AUTHORITY, ALL NECESSARY DOCUMENTS PERTAINING THERETO.**

**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 County of Pittsylvania, Virginia (the "**County**"), and the City of Danville, Virginia (the "**City**"), have been impacted by the decline of the tobacco industry causing a negative impact on economic development and growth throughout the region; and

**WHEREAS**, the Tobacco Indemnification and Community Revitalization Commission (the "**Commission**") has developed an economic development program to help tobacco-reliant localities to change and revitalize their economy, which includes grants to assist the County and the City in transforming their economies to replace the decline in the tobacco agro-business community; and

**WHEREAS**, the Authority desires to complete certain sewer line improvement work on Lots 4 and 5 at the Authority's Berry Hill Mega Park project in the County, including (i) a sewer extension from the North Carolina/Virginia line to the project; (ii) a Trotter's Creek pump station; and (iii) a Trotter's Creek gravity sewer (collectively, the "**Site Work**"); and

**WHEREAS**, the Authority desires to apply for a grant from the Commission for up to Five Million Five Hundred Thousand Dollars (\$5,500,000) (the "**Grant**") for the costs of the Site Work; and

**WHEREAS**, the Authority has determined that it is in the best interests of the Authority and of the citizens of the County and the City for the Authority to complete the Site Work in further development of the Authority's Berry Hill Mega Park project, and to apply for the Grant from the Commission.

**Resolution No. 2012-10-09-5A**

**NOW, THEREFORE, BE IT RESOLVED,** that

1. The Authority does hereby authorize the submission to the Commission of an application (the "**Application**") for the Grant, upon such terms and together with such amendments, deletions or additions thereto, consistent with this Resolution, as may be approved by the Pittsylvania County Administrator and the Danville City Manager as staff members and agents of the Authority, subject to approval by the Chairman or Vice Chairman of the Authority, and hereby authorizes the Pittsylvania County Administrator and the Danville City Manager to execute and deliver, on behalf of the Authority, the Application, including all necessary documents pertaining thereto, such execution of the Application, including all necessary documents pertaining thereto, by the Pittsylvania County Administrator and the Danville City Manager to conclusively establish approval of any amendments, deletions or additions thereto.

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 Application, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

4. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, the Pittsylvania County Administrator and the Danville City Manager, its other agents and representatives, in respect of the Application and the matters contemplated therein.

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

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**Resolution No. 2012-10-09-5A**

**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 meeting duly called and held on October 9, 2012, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

**WITNESS** my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 9th day of October 2012.

(SEAL)

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

**Danville-Pittsylvania Regional Industrial Facility Authority**

**AGENDA  
ITEM NUMBER 5C(1)**

**RESOLUTION RATIFYING THAT CERTAIN DEED OF AMENDMENT DATED SEPTEMBER 28, 2012, AMENDING THE CONSTRUCTION COMPLETION DATE TO OCTOBER 9, 2012, TO REFLECT THE FACT THAT THE AUTHORITY'S REGULAR MEETING WAS MOVED TO OCTOBER 9, 2012, ON ACCOUNT OF THE OCTOBER 8, 2012 COLUMBUS DAY HOLIDAY**

**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 (Virginia Code §§ 15.2-6400 *et seq.*) as amended; and

**WHEREAS**, the Authority previously conveyed to and United States Green Energy Corporation, a Nevada corporation ("**USGE**"), that certain real estate located in Pittsylvania County, Virginia (the "**County**"), in the Authority's Cane Creek Centre, known as New Lot 1, containing 59.118 Acres (GPIN 2347-39-1745) (the "**Property**"), by that certain deed dated December 14, 2010, and recorded in the Clerk's Office of the Circuit Court of the County (the "**Clerk's Office**") as Instrument No. 10-6880, at page 5 (the "**Deed**"); and

**WHEREAS**, the Chairman of the Authority, acting under Resolution 2012-08-28-Special-4B, executed that certain Deed of Amendment dated August 28, 2012, and recorded in the Clerk's Office as Instrument No. 12-04782, at page 1, under which USGE agreed that it shall, among other things and no later than October 8, 2012 (the "**Completion Deadline**"), construct (or cause the construction of) a 28,000 square foot or larger building on the Property; and

**WHEREAS**, the Authority intended that the Completion Deadline coincide with the date of its October regular meeting; however, that meeting was moved one (1) day due to the October 8, 2012 Columbus Day holiday;

**WHEREAS**, paragraph 1 of Resolution 2012-08-28-Special-4B provides:

"1. The Authority hereby approves the Deed of Amendment, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the Authority, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Deed of Amendment on behalf of the Authority, such execution of the Deed of Amendment by the Chairman or Vice Chairman, as the case may be, to conclusively establish his approval of any amendments, deletions or additions thereto [...]" ; and

**WHEREAS**, pursuant to the authorization in that paragraph, the Chairman of the Authority executed and recorded in the Clerk's Office that certain Deed of Amendment dated September 28, 2012 (the "**09/28/2012 Deed**"), the form of which is attached hereto as **Exhibit A**, to extend the Completion Deadline by one (1) day, as intended by the Authority at its August 28, 2012 Special Meeting that the Completion Deadline to coincide with the Authority's October regular meeting; and

**Resolution 2012-10-09-5C**

**WHEREAS**, the Authority, in the best interests of the Authority and the citizens of the County and the City of Danville, Virginia, desires to approve, to ratify and to confirm the 09/28/2012 Deed.

**NOW, THEREFORE, BE IT RESOLVED**, that

1. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, the Chairman of the Authority, and the Authority's agents and representatives, with respect to the 09/28/2012 Deed and the matters contemplated therein.
2. 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 October 9, 2012, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

**WITNESS** my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 9th day of October 2012.

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

(SEAL)

**Exhibit A**  
(09/28/2012 Deed)

This deed is exempt from recordation taxes pursuant to Section 58.1-810 of the Code of Virginia, 1950, as amended.

THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING SHOULD BE RETURNED TO:

Michael C. Guanzon, VSB #38135  
Clement & Wheatley, A Professional Corporation  
549 Main Street (24541), P.O. Box 8200  
Danville, VA 24543-8200

GPIN 2347-39-1745

Grantee's Address:  
8110 River Stone Drive  
Fredericksburg, VA 22407

THIS DEED OF AMENDMENT, made as of this 28th day of September 2012, by and between DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia ("Grantor"); and UNITED STATES GREEN ENERGY CORPORATION, a Nevada corporation authorized to transact business in Virginia ("Grantee"):

W I T N E S S E T H:

WHEREAS, by deed dated December 14, 2010, and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia (the "Clerk's Office"), as Instrument No. 10-06880, at page 5 (the "Original Deed"), Grantor conveyed to Grantee, all of that certain lot or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in the County of Pittsylvania, Virginia, commonly known as "New Lot 1, 59.118 Acres", as more fully described therein;

WHEREAS, by a Deed of Correction and Amendment dated March 12, 2012, and recorded in the Clerk's Office as Instrument No. 12-1384, at page 23, Grantor and Grantee corrected and amended the terms of the Original Deed;

WHEREAS, the conveyance was subject to the following provisions (the "Reverter Clause"):

"(A) Upon the date of this Deed, Grantee agrees that Grantee shall construct (or cause the construction of) a 28,000 square feet or larger building (the "Facility") on the Property and commence operations in the Facility on or before September 1, 2012, as evidenced by the last to occur of the following: (1) the issuance of a permanent certificate of occupancy for the Facility; (2) the Facility being opened for business; or (3) the payment of wages to Grantee's new employees hired after the date of this Deed for work rendered at the Facility.

(B) If Grantee fails to construct (or cause the construction of) the Facility and commence operations in the Facility on or before September 1, 2012, as set forth in paragraph (A) above, Grantee shall forfeit any and all rights or any and all ownership interests in the Property by way of automatic reversion of title of the Property to Grantor, free and clear of all liens and encumbrances created after the conveyance of the Property by Grantor to Grantee.";

WHEREAS, the Reverter Clause was inserted pursuant to that certain Performance Grant Agreement, dated on or about December 14, 2010, between the parties hereto;

WHEREAS, by a Deed of Amendment dated as of August 28, 2012, and recorded in the Clerk's Office as Instrument No. 12-04782, at page 1, Grantor and Grantee further amended the terms of the Original Deed to extend the deadline for Grantee to fulfill the requirements of the Reverter Clause until October 8, 2012;

WHEREAS, the parties hereto have agreed to further extend the deadline for Grantee to fulfill the requirements of the Reverter Clause until October 9, 2012; and

WHEREAS, the parties hereto now desire to amend the Reverter Clause as set forth herein;

NOW, THEREFORE, THAT, for and in consideration of the premises and the sum of TEN DOLLARS (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey, with Special Warranty of Title, unto Grantee, all of that certain lot or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in the County of Pittsylvania, Virginia, and more particularly described as follows:

NEW LOT 1: Designated as "New Lot 1, 59.118 Acres" located at the intersection of State Road 733 (Barker Road) and State Road 1299 (Cane Creek Parkway), as shown on a plat entitled "Pittsylvania County Virginia, Situated in Dan River Magisterial District, Being Part GPIN: 2347-38-9745, Plat of Survey Showing "Cane Creek Centre", New Lot 1, For: Danville-Pittsylvania Regional

Industrial Facility Authority", dated November 15, 2010, prepared by Crane Surveying PLLC, recorded in the Clerk's Office as Instrument No. 10-16491, in Map Book 44, at page 121J; AND BEING, in fact, a part of the same property conveyed to Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia, from Calvin W. Fowler and others, by deed dated January 28, 2003, recorded in the Clerk's Office as Instrument No. 03-01867, in Deed Book 1352, at page 746, to which map and deed specific reference is here made for a more particular description of the property herein conveyed (the Property)". Reference is here made to that certain deed dated December 14, 2010, and recorded in the Clerk's Office as Instrument No. 10-06880, at page 5.

This conveyance is made subject to all easements, conditions, restrictions and agreements of record affecting the real estate hereby conveyed or any part thereof. This conveyance is further made specifically subject to that certain Cane Creek Centre Declaration of Protective Covenants dated July 12, 2005, by the Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia, recorded in the Clerk's Office in Deed Book 1505, at page 237.

This conveyance is further made subject to the following provisions:

(A) Upon the date of this Deed, Grantee agrees that Grantee shall construct (or cause the construction of) a 28,000 square feet or larger building (the "Facility") on the Property and commence operations in the Facility on or before October 9, 2012, as evidenced by the last to occur of the following: (1) the issuance of a permanent certificate of occupancy for the Facility; (2) the Facility being opened for business; or (3) the payment of wages to Grantee's new employees hired after March 12, 2012 for work rendered at the Facility.

(B) If Grantee fails to construct (or cause the construction of) the Facility and commence operations in the Facility on or before October 9, 2012, as set forth in paragraph (A) above, Grantee shall forfeit any and all rights or any and all ownership interests in the Property by way of automatic reversion of title of the Property to Grantor, free and clear of all liens and encumbrances created after the conveyance of the Property by Grantor to Grantee, as set forth in the Original Deed.

WITNESS the following signature and seal to this DEED OF AMENDMENT:

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

By: \_\_\_\_\_  
Sherman M. Saunders, Chairman

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

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this \_\_\_\_\_ day of September 2012, by Sherman M. Saunders, in his capacity as Chairman of DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia, as Grantor.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

WITNESS the following signature and seal to this DEED OF  
AMENDMENT:

UNITED STATES GREEN ENERGY  
CORPORATION, a Nevada corporation  
authorized to transact business in  
Virginia

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State OF \_\_\_\_\_, AT LARGE  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me in my  
jurisdiction aforesaid on this \_\_\_\_\_ day of September 2012, by  
\_\_\_\_\_, in his capacity as  
\_\_\_\_\_ of UNITED STATES GREEN ENERGY CORPORATION,  
a Nevada corporation authorized to transact business in Virginia,  
as Grantor.

My commission expires:\_\_\_\_\_.

(If in Va. :) \_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Registration No. \_\_\_\_\_

**Danville-Pittsylvania Regional Industrial Facility Authority**

**AGENDA  
ITEM NUMBER 5C(2)**

**RESOLUTION TO EXECUTE AND TO DELIVER A DEED OF AMENDMENT TO EXTEND THE COMPLETION DEADLINE IN THAT CERTAIN DEED OF AMENDMENT DATED SEPTEMBER 27, 2012, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY, VIRGINIA, AS INSTRUMENT NO. 12-\_\_\_\_\_, AT PAGE \_\_\_\_\_, FROM OCTOBER 8, 2012 TO NOVEMBER 12, 2012.**

**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 (Virginia Code §§ 15.2-6400 *et seq.*) as amended; and

**WHEREAS**, the Authority previously conveyed to and United States Green Energy Corporation, a Nevada corporation ("**USGE**"), that certain real estate located in Pittsylvania County, Virginia (the "**County**"), in the Authority's Cane Creek Centre, known as New Lot 1, containing 59.118 Acres (GPIN 2347-39-1745) (the "**Property**"), by that certain deed dated December 14, 2010, and recorded in the Clerk's Office of the Circuit Court of the County as Instrument No. 10-6880, at page 5 (the "**Deed**"); and

**WHEREAS**, the Deed was granted pursuant to that certain Performance Grant Agreement, dated on or about December 14, 2010, between the Authority and USGE; and

**WHEREAS**, by a Deed of Correction and Amendment dated March 12, 2012, and recorded in the Clerk's Office as Instrument No. 12-1384, at page 23, the Authority and USGE corrected and amended the terms of the Deed;

**WHEREAS**, by a Deed of Amendment dated August 28, 2012, and recorded in the Clerk's Office as Instrument No. 12-04782, at page 1, the Authority and USGE further amended the terms of the Deed, under which USGE agreed that it shall, no later than October 8, 2012 (the "**Completion Deadline**"), (1) construct (or cause the construction of) a 28,000 square foot or larger building (the "**Facility**"), (2) open the Facility for business, and (3) begin paying wages to USGE's new employees hired after March 12, 2012, for work rendered at the Facility; and the failure of USGE to fulfill the foregoing conditions shall cause the Property to revert back to the Authority; and

**WHEREAS**, by a Deed of Amendment dated September 27, 2012, and recorded in the Clerk's Office as Instrument No. 12-\_\_\_\_\_, at page \_\_\_\_\_, the Completion Deadline was extended one (1) day to October 9, 2012, because the Authority's meeting of the Board of Directors was moved to October 9, 2012, on account of the October 8, 2012 Columbus Day holiday; and

**WHEREAS**, the Authority and USGE desire to further extend the Completion Deadline from October 9, 2012, to November 12, 2012, by and through that certain Deed of Amendment, in the form attached hereto and incorporated herein as Schedule A (the "**Fourth Deed of Amendment**"), and the Authority has determined that the execution and delivery of the Fourth

**Resolution 2012-10-09-5C(2)**

Deed of Amendment are in the best interests of the Authority and the citizens of the County and the City of Danville, Virginia.

**NOW, THEREFORE, BE IT RESOLVED,** that

1. The Authority hereby approves the Fourth Deed of Amendment, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the Authority, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Fourth Deed of Amendment on behalf of the Authority, such execution of the Fourth Deed of Amendment by the Chairman or Vice Chairman, as the case may be, to conclusively establish his approval of any amendments, deletions or additions thereto.
2. The Authority hereby authorizes the Chairman or the Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver such other documents in connection with the Fourth Deed of Amendment, 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 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 Fourth Deed of Amendment or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.
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 Fourth Deed of Amendment and the matters contemplated therein.
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 October 9, 2012, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

**WITNESS** my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 9th day of October 2012.

---

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

(SEAL)

**Schedule A**  
(Fourth Deed of Amendment)

This deed is exempt from recordation taxes  
pursuant to Section 58.1-810 of the  
Code of Virginia, 1950, as amended.

THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING SHOULD BE RETURNED TO:  
Michael C. Guanzon, VSB #38135  
Clement & Wheatley, A Professional Corporation  
549 Main Street (24541), P.O. Box 8200  
Danville, VA 24543-8200

GPIN 2347-39-1745

Grantee's Address:  
8110 River Stone Drive  
Fredericksburg, VA 22407

THIS DEED OF AMENDMENT, made as of the 9th day of October  
2012, by and between DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL  
FACILITY AUTHORITY, a political subdivision of the Commonwealth  
of Virginia ("Grantor"); and UNITED STATES GREEN ENERGY  
CORPORATION, a Nevada corporation authorized to transact business  
in Virginia ("Grantee"):

W I T N E S S E T H:

WHEREAS, by deed dated December 14, 2010, and recorded in  
the Clerk's Office of the Circuit Court of Pittsylvania County,  
Virginia (the "Clerk's Office"), as Instrument No. 10-06880, at  
page 5 (the "Original Deed"), Grantor conveyed to Grantee, all of  
that certain lot or parcel of land, together with improvements  
thereon and appurtenances thereunto belonging, situate in the  
County of Pittsylvania, Virginia, commonly known as "New Lot 1,  
59.118 Acres", as more fully described therein;

WHEREAS, by a Deed of Correction and Amendment dated March 12, 2012, and recorded in the Clerk's Office as Instrument No. 12-1384, at page 23, Grantor and Grantee corrected and amended the terms of the Original Deed;

WHEREAS, the conveyance was subject to the following provisions (the "Reverter Clause"):

"(A) Upon the date of this Deed, Grantee agrees that Grantee shall construct (or cause the construction of) a 28,000 square feet or larger building (the "Facility") on the Property and commence operations in the Facility on or before September 1, 2012, as evidenced by the last to occur of the following: (1) the issuance of a permanent certificate of occupancy for the Facility; (2) the Facility being opened for business; or (3) the payment of wages to Grantee's new employees hired after the date of this Deed for work rendered at the Facility.

(B) If Grantee fails to construct (or cause the construction of) the Facility and commence operations in the Facility on or before September 1, 2012, as set forth in paragraph (A) above, Grantee shall forfeit any and all rights or any and all ownership interests in the Property by way of automatic reversion of title of the Property to Grantor, free and clear of all liens and encumbrances created after the conveyance of the Property by Grantor to Grantee.";

WHEREAS, the Reverter Clause was inserted pursuant to that certain Performance Grant Agreement, dated on or about December 14, 2010, between the parties hereto;

WHEREAS, by a Deed of Amendment dated as of August 28, 2012, and recorded in the Clerk's Office as Instrument No. 12-04782, at page 1, Grantor and Grantee further amended the terms of the Original Deed to extend the deadline for Grantee to fulfill the requirements of the Reverter Clause until October 8, 2012;

WHEREAS, by a Deed of Amendment dated as of September 28, 2012, and recorded in the Clerk's Office as Instrument No. \_\_\_\_\_, at page \_\_\_\_\_, Grantor and Grantee further amended the terms of the Original Deed to extend the deadline for Grantee to fulfill the requirements of the Reverter Clause until October 9, 2012;

WHEREAS, the parties hereto have agreed to further extend the deadline for Grantee to fulfill the requirements of the Reverter Clause until November 12, 2012; and

WHEREAS, the parties hereto now desire to amend the Reverter Clause as set forth herein;

NOW, THEREFORE, THAT, for and in consideration of the premises and the sum of TEN DOLLARS (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey, with Special Warranty of Title, unto Grantee, all of that certain lot or parcel of land, together with improvements thereon and appurtenances thereunto belonging,

situate in the County of Pittsylvania, Virginia, and more particularly described as follows:

NEW LOT 1: Designated as "New Lot 1, 59.118 Acres" located at the intersection of State Road 733 (Barker Road) and State Road 1299 (Cane Creek Parkway), as shown on a plat entitled "Pittsylvania County Virginia, Situated in Dan River Magisterial District, Being Part GPIN: 2347-38-9745, Plat of Survey Showing "Cane Creek Centre", New Lot 1, For: Danville-Pittsylvania Regional Industrial Facility Authority", dated November 15, 2010, prepared by Crane Surveying PLLC, recorded in the Clerk's Office as Instrument No. 10-16491, in Map Book 44, at page 121J; AND BEING, in fact, a part of the same property conveyed to Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia, from Calvin W. Fowler and others, by deed dated January 28, 2003, recorded in the Clerk's Office as Instrument No. 03-01867, in Deed Book 1352, at page 746, to which map and deed specific reference is here made for a more particular description of the property herein conveyed (the Property)". Reference is here made to that certain deed dated December 14, 2010, and recorded in the Clerk's Office as Instrument No. 10-06880, at page 5.

This conveyance is made subject to all easements, conditions, restrictions and agreements of record affecting the real estate hereby conveyed or any part thereof. This conveyance is further made specifically subject to that certain Cane Creek Centre Declaration of Protective Covenants dated July 12, 2005, by the Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia, recorded in the Clerk's Office in Deed Book 1505, at page 237.

This conveyance is further made subject to the following provisions:

(A) Upon the date of this Deed, Grantee agrees that Grantee shall construct (or cause the construction of) a 28,000 square feet or larger building (the "Facility") on the Property and commence operations in the Facility on or before November 12, 2012, as evidenced by the last to occur of the following: (1) the issuance of a permanent certificate of occupancy for the Facility; (2) the Facility being opened for business; or (3) the payment of wages to Grantee's new employees hired after March 12, 2012 for work rendered at the Facility.

(B) If Grantee fails to construct (or cause the construction of) the Facility and commence operations in the Facility on or before November 12, 2012, as set forth in paragraph (A) above, Grantee shall forfeit any and all rights or any and all ownership interests in the Property by way of automatic reversion of title of the Property to Grantor, free and clear of all liens and encumbrances created after the conveyance of the Property by Grantor to Grantee, as set forth in the Original Deed.

[SIGNATURES ON FOLLOWING PAGES]

WITNESS the following signature and seal to this DEED OF  
AMENDMENT:

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

By: \_\_\_\_\_  
Sherman M. Saunders, Chairman

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

The foregoing instrument was acknowledged before me in my  
jurisdiction aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_  
2012, by Sherman M. Saunders, in his capacity as Chairman of  
DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a  
political subdivision of the Commonwealth of Virginia, as  
Grantor.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

WITNESS the following signature and seal to this DEED OF AMENDMENT:

UNITED STATES GREEN ENERGY CORPORATION, a Nevada corporation authorized to transact business in Virginia

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, AT LARGE  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by \_\_\_\_\_, in his capacity as \_\_\_\_\_ of UNITED STATES GREEN ENERGY CORPORATION, a Nevada corporation authorized to transact business in Virginia, as Grantor.

My commission expires:\_\_\_\_\_.

(If in Va. :) \_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Registration No. \_\_\_\_\_

**Danville-Pittsylvania Regional Industrial Facility Authority**

**AGENDA  
ITEM NUMBER 5D**

**A RESOLUTION TO ADOPT AND APPROVE THAT CERTAIN STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES AND ADDENDUM BETWEEN THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, AND DEWBERRY & DAVIS, INC., A NORTH CAROLINA CORPORATION, DATED JUNE 21, 2012, (i) FOR THE MODIFICATION AND ENHANCEMENT OF THE CONNECTOR ROAD CONNECTING U.S. HIGHWAY 58 AND U.S. HIGHWAY 311 (BERRY HILL ROAD/ VA. 863) TO SERVE THE BERRY HILL MEGA PARK SITE; AND (ii) FOR ENGINEERING SERVICES FOR THE DESIGN OF THE CONNECTOR ROAD, AT AN ESTIMATED AGGREGATE COST OF \$1,781,119.00.**

**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 desires to enter into that Certain Standard Form of Agreement Between Owner and Engineer for Professional Services and Addendum dated as of June 21, 2012 (collectively, the “**Contract**”), by and between the Authority and Dewberry & Davis, Inc., a North Carolina corporation, for engineering services at the Authority’s Mega Park site at an estimated aggregate cost of \$1,781,119.00, attached hereto as Exhibit A; and

**WHEREAS**, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County and the City of Danville for the Authority to support the development of the Authority’s Mega Park site by approving and confirming the Contract.

**NOW, THEREFORE, BE IT RESOLVED**, that:

1. The Authority hereby approves the Contract as reviewed at this meeting, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the Authority, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Contract on behalf of the Authority, such execution of the Contract by the Chairman (or Vice Chairman, as the case may be) to conclusively establish his approval of any amendments, deletions or additions thereto, so long as the aggregate contract price is not increased by more than ten percent (10%).

2. The Authority hereby authorizes the Chairman or the Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver such other

**Resolution No. 2012-10-09-5D**

documents in connection with the Contract 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 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 Contract, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

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 Contract and the matters contemplated therein.

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 meeting duly called and held on October 9, 2012, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

**WITNESS** my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 9th day of October 2012.

---

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

(SEAL)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES  
FUNDING AGENCY EDITION**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

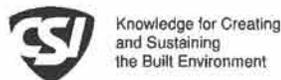
This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



This document has been accepted by the  
United States Department of Agriculture  
Rural Utilities Services, Water and Waste Programs

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, Funding Agency Edition (No. C-710, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

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American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723

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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 21, 2012 ("Effective Date") between

Danville Pittsylvania Regional Industrial Facilities Authority (DPRIFA) ("Owner) and

Dewberry & Davis, Inc. (Dewberry) ("Engineer").

Owner intends to design a four lane industrial access road to serve the Mega Park. The scope of this agreement is for  
engineering services for the design of the connector road. The project and scope of services are further  
described in Exhibit C.

\_\_\_\_\_  
("Project")

Financial assistance for this Project is expected to be provided by VDOT, DHCD, Rural Development, EDA,  
and The Virginia Tobacco Commission, ("Agency),  
FHWA

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C and Article 4 Paragraph 4.03.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

### 3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 60 days of receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice and funds are available for the Project, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B. If low bid exceeds cost estimates by greater than 10%, any revisions to plans and specifications required to reduce cost will be executed by Engineer at no cost.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract, Funding Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition) with changes as requested by Owner unless both parties mutually agree to use other General Conditions by specific reference in Exhibit I.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- K. All Contract Documents and Applications for Payment shall be subject to Agency concurrence.

6.02 *Design without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and upon final payment to Engineer Owner shall require ownership and property interest therein whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify to the extent allowable by law and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract, Funding Agency Edition," (No. C-710, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension.*

- 1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.
- 2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience,
  - a. By Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- E. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located, its conflict of laws provisions excepted.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.

- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Final Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the “Standard General Conditions of the Construction Contract, Funding Agency Edition,” prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition):
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
  2. *Agency* – The Federal or state agency named on page 1 of this Agreement.
  3. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
  4. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  6. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
  7. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
  8. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

9. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which Agency concurs with the Agreement.
10. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
11. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
12. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
13. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
14. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits Included

- A. Exhibit A, "Engineer's Services," consisting of 91 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.
- ~~D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages. N/A~~
- ~~E. Exhibit E, "Notice of Acceptability of Work," consisting of \_\_\_\_\_ pages.~~
- F. ~~Exhibit F, "Construction Cost Limit," consisting of \_\_\_\_\_ pages. N/A~~
- G. Exhibit G, "Insurance," consisting of 2 pages.
- H. ~~Exhibit H, "Dispute Resolution," consisting of \_\_\_\_\_ pages. N/A~~
- I. ~~Exhibit I, "Special Provisions," consisting of \_\_\_\_\_ pages. N/A~~

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 13, inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument based on the format of Exhibit J to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

8.04 *Federal Requirements*

- A. *Agency Concurrence.* Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements
- B. *Audit and Access to Records.* For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. *Restrictions on Lobbying.* Engineer and each Consultant shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. *Suspension and Debarment.* Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

\_\_\_\_\_

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

Title: Chairman, DPRIFA

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

Address for giving notices:  
\_\_\_\_\_

Designated Representative (see paragraph 8.03.A):

William D. Sleeper

Title: County Administrator

Phone Number: 434-432-7710

Facsimile Number: 434-432-7714

E-Mail Address: dan.sleeper@pittgov.org

Designated Representative (see paragraph 8.03.A):

Joe King

Title: City Manager

Phone Number: 434-799-5100

Facsimile Number: 434-799-6549

E-Mail Address: kingjc@ci.danville.va.us

Engineer:

Dewberry & Davis, Inc.

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

Title: President

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

Engineer License or Certificate No. 19270

State of: Virginia

Address for giving notices:

551 Piney Forest Road

Danville, VA 24540

Designated Representative (see paragraph 8.03.A):

Shawn R. Harden

Title: Project Manager

Phone Number: 434-549-8508

Facsimile Number: 434-797-4341

E-Mail Address: sharden@dewberry.com

## Owner's Consultant's Services

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### PART 1 – BASIC SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

**Dewberry & Davis, Inc. (“Dewberry”)** respectfully submits the following **Cost Proposal** for engineering services to perform alternate route studies, prepare right-of-way and construction plans, and acquire the necessary permits for a new access road (“Connector Road”) to serve the Mega Park located adjacent to Berry Hill Road referred to herein as the Project. The Project will be located in Pittsylvania County, Virginia. This **Cost Proposal** was created in accordance with the Locally Administered Projects (“LAP”) Manual. The guidance and direction provided by the LAP Manual outlines requirements for a Local Public Agency (“LPA”) (Pittsylvania County) to administer state-aid and/or federally funded projects.

It is understood the Project will utilize local and state funding for design. Construction funding has not yet been identified and the use of federal funds and/or the need for federal actions were not identified at the time this **Cost Proposal** was prepared. Nevertheless, **Dewberry** will complete the necessary scoping for a potential NEPA document associated with the Connector Road which will facilitate the use of federal funds should they be added to the Project. As part of the Project development, we will conduct the necessary requirements (up to PS&E submittal) of the Project Delivery Key Requirements Summary Table/Checklist found in Appendix 12.6C in the LAP Manual which has been included with this **Cost Proposal** as **Attachment “L”**.

Prior to the selection interview, **Dewberry** prepared conceptual alignment alternatives for the Connector Road to aid in the provision of the non-binding fee estimate. Because the selection of the **Preferred Alternative** has not yet been made, this **Cost Proposal** has been broken down into three component identified as **Component 1, Component 2, and Component 3** to facilitate “phased” Notice-to-Proceed (“NTP”) from the LPA. It is anticipated that **Dewberry** will receive NTP for **Component 1** followed by NTP for **Components 2 and 3** as necessary.

**Component 1** will include the work necessary to select the **Preferred Alternative**. **Component 2** will include the work required to secure an approved design of the **Preferred Alternative** while **Component 3** will include the efforts needed to complete an Environmental Assessment (“EA”) level NEPA document for the Project Area should federal funds become available (and the LPA chooses to utilize those funds).

**Component 2** of this **Cost Proposal** was estimated based upon Option B (18,900 linear feet of Connector Road) as shown in the Year 2025 (5,000 Employees) Exhibit which has been included with this **Cost Proposal** as **Attachment “A”**. If the **Preferred Alternative** differs significantly from Option B requiring additional investigation, design, and/or permitting, a modification to the contract may be required.

**Dewberry** has arranged this **Cost Proposal** in accordance with the components previously identified as well as in coordination with the LPA. The first numerical identifier (1.X) found within this **Cost Proposal** indicates the **Component**. The second numerical identifier (X.1) indicates the **Task** while the third numerical identifier (X.X.1) indicates the **Sub-Task**. The **Components** and **Tasks** necessary for the Project are as follows:

*1.1 Assemble all current engineering data completed on the Mega Park related to the transportation network and the Connector Road.*

- 1.2 Perform alternative route studies for the Mega Park Connector Road as required for presentation to the public, the LPA, and the Virginia Department of Transportation ("VDOT").
- 1.3 Conduct additional traffic studies to identify traffic impacts to Vandola Road and Vandola Church Road with the implementation of the Connector Road. The traffic studies will be submitted to the LPA and VDOT for review and concurrence.
- 1.4 Perform sufficient traffic analysis to develop a conceptual interchange design to accommodate the full build out of the Mega Park (11,500 employees). Submit analysis and conceptual design to the LPA and VDOT for review and concurrence.
- 1.5 Provide the necessary field surveying and environmental investigations necessary for the implementation of the Connector Road as described in the following sections.
  - 2.1 Prepare sufficient level of highway design to identify the scope and limits of the proposed highway in accordance with a rural collector (GS-3) for the partial build out of the Mega Park (5,000 employees). Design shall include major culvert crossings, bridges, stormwater management facilities, or other pertinences required to identify the limits of required right-of-way.
  - 2.2 Prepare final construction plans and specifications to construct two (2) lanes of a planned four-lane highway. The grading shall be designed to accommodate the planned four-lane divided highway. Provide the necessary environmental/geotechnical investigations & permitting needed for the construction of the roadway improvements and acquisition of right-of-way by the LPA as described in the following sections.
- 3.1 Assuming that federal funds become available (and the LPA chooses to utilize those funds), conduct the work necessary to complete an Environmental Assessment ("EA") level NEPA document for the Project Area.

A description of the **Proposed Engineering Tasks** required for each **Component** has been provided along with **Optional Services**, **Specific Exclusions**, the **Proposed Schedule**, and the **Proposed Fee** for the Project. Design and coordination efforts which will be completed by sub-consultants have been identified along with the proposed fee for their work. To offer value to the LPA, certain items which could not be quantified at the time this **Cost Proposal** was written, but may become necessary for plan approval (i.e. septic field locating), have been identified but their costs to complete have not been included. These items will require additional investigations and have been discussed in greater detail later within this **Cost Proposal**.

### **Component 1 Proposed Engineering Tasks**

- 1.1 Assemble all current engineering data completed on the Mega Park related to the transportation network and the Connector Road.

**Dewberry** previously conducted this work, therefore there are no associated **Proposed Engineering Tasks** required.

- 1.2 Perform alternative route studies for the Mega Park Connector Road as required for presentation to the public, the LPA, and the Virginia Department of Transportation ("VDOT").

#### **1.2.1 Initial Coordination**

Virginia Code sections 33.1-12 and 33.1-75.3(c), require VDOT's concurrence for a LPA to administer state-aid projects. Therefore, **Dewberry** (in association with the LPA) will endeavor to establish a Project Administration Agreement ("PAA") between the LPA and VDOT as well as the LPA's Request to Administer ("RtA") form. The PAA identifies the terms for an LPA to administer a specific project to include responsibilities of the LPA/VDOT, funding sources, VDOT charges, reimbursement amounts, and general project estimates by phase. The RtA is intended to provide VDOT concurrence for the LPA to administer the Project.

The level of Virginia Department of Transportation ("VDOT") involvement and oversight will be determined by the Projects complexity, highway system, funding, and LPA experience. VDOT may

charge oversight costs and/or processing fees to the Project which have been assumed to be separate from this **Cost Proposal**.

**Dewberry** will coordinate and attend four (4) meetings with representatives of the LPA and VDOT to review the available Project information, establish plan development and submission protocol, and discuss roles and responsibilities as it relates to the Locally Administered Projects (“LAP”) process.

It will also be the intent of the meeting to discuss the Project constraints, identify the scope of the alignment study, confirm the appropriate level of traffic analysis for the Connector Road as well as for the conceptual interchange, establish roadway design criteria, define the appropriate hydraulic and stormwater management approach, verify the level of environmental investigations, and talk about other relevant issues such as right-of-way, permitting, and utility concerns.

### 1.2.2 Right-of-Entry Letters

Virginia Code sections 33.1-94 require that advance notice be provided to property owners prior to entering their property to ascertain its suitability for highway purposes. Therefore, **Dewberry** will research property tax records and prepare and provide Right-of-Entry (“ROE”) letters for parcels which may need to be accessed to perform non-destructive survey activities along with geotechnical, environmental and cultural investigations as may become necessary. As allowed by state regulations, **Dewberry** will distribute the ROE letters via certified mail at the tax record mailing address (return receipt requested) and assumes ROE will be granted within fifteen (15) days of notice.

### 1.2.3 Alternative Route Study

In accordance with the *Traffic Impact Analysis – Mega Park revised October 29, 2010*, a new roadway (“Connector Road”) was identified to serve as the primary ingress/egress to the proposed Mega Park. The Connector Road is anticipated to be a four-lane, divided highway designed and constructed as a Standard VDOT GS-2 in its ultimate condition. The Connector Road will be built in “phases” which are intended to coincide with the development levels of the proposed Mega Park (year 2015, 2025, 2040).

As Project scoping is the first major milestone of development, **Dewberry** will facilitate a scoping meeting with the LPA and VDOT to confirm the areas of study necessary for the Connector Road Alternative Route Study prior to beginning work. Major aspects of the Connector Road will be discussed including the alignment, structures and bridges, environmental requirements, permits, right-of-way needs, and utility impacts/re-locations.

**Dewberry** will coordinate with Pittsylvania County and will identify and analyze the implementation of three (3) alternative alignments for the Connector Road (and associated improvements) between the Route 58 Bypass (Danville Expressway) Oak Ridge Farm Road Interchange and Berry Hill Road (SR 863) in sufficient detail to define the scope necessary for the implementation of the Connector Road. This will include defining the purpose and need as well as the Project limits, identifying issues and concerns associated with each alternative, recognizing Project risks such as cost, feasibility, and safety concerns, refining the initial design and construction cost estimate and schedule, and determining the level of citizen involvement.

Logical horizontal and vertical geometric elements, typical sections, conceptual hydraulic and hydrologic features including roadway drainage, stormwater management and floodplain crossings,

potential grade separations (Bachelor Hall Farm Road and Buford Road), as well as accommodations for the future Route 58 Bypass (Danville Expressway) Oak Ridge Farm Road Interchange and the potential rail spur within the Mega Park will be studied.

It is assumed that the development of the alternatives will be an iterative process. **Dewberry** will ensure that each alternative considered will be in conformance with VDOT standards, guidelines, and specifications current as of February 29, 2012. Overall impacts to the environment, right-of-way, utilities, roadway operation and safety, construction, and other essential items necessary to create the most cost-effective alignment alternatives will be considered.

The study will utilize available information as the base data for determining viable alignments. This data will be supplemented with digital mapping provided by **Spatial Data Consultants, Inc.** who's Proposal has been included with this **Cost Proposal** as **Attachment "B"**.

Initial Land Record Research for sixteen (16) parcels which may be impacted by the Project will be conducted by **Dewberry**. This will include a chain of title report, activities use, restrictions, easements, a list of exceptions as well as legible copies of all documents (deeds) and plats available for each parcel. The Land Record Research will provide accurate existing land information to enhance preliminary design efforts and potential right-of-way acquisition costs.

**Froehling & Robertson, Inc.** will conduct exploratory geotechnical investigations (up to 680 linear feet of soil test borings) along the alignment alternatives to enhance the understanding of subsurface conditions. This information will be utilized in conjunction with other investigations and will help to assure the selection of the most cost effective alignment. **Froehling & Robertson, Inc.**'s Proposal has been included with this **Cost Proposal** as **Attachment "C"**.

**Dewberry** will perform due diligence with respect to identifying major utilities and impacted parcels associated with the potential Connector Road alignment alternatives. We will meet with owners to discuss roadway design elements and options as they relate to specific owner concerns.

In accordance with the Commonwealth Transportation Board's ("CTB") Policy, all projects shall consider the accommodations of bicycles and pedestrians during the Alternative Route Study (scoping) stage. Therefore, **Dewberry** will provide the studies and coordination necessary to adhere to the CTB policy. In accordance with the *Traffic Impact Analysis – Mega Park revised October 29, 2010*, bicycle and pedestrian facilities are not anticipated to be included with this Project.

**Dewberry** will provide a written Alternative Route Study document that will include exhibits of the alternative alignments for the Connector Road (and associated improvements). The document will also contain narrative and tables (comparative matrix) summarizing the studied information. Design elements that may require Design Waivers and/or Design Exceptions will be avoided as much as possible, but if required, they will be fully explained.

During the development of the Alternative Route Study, **Dewberry** will provide the general public with a well-publicized opportunity to both view and discuss the proposed Connector Road (one (1) open forum public hearing). Information will be provided in sufficient detail to allow property owners (or others with an interest) along the potential Connector Road alignments to identify specific features or properties that may be impacted, discuss those with a member of the Project team, and if necessary provide a mechanism for expressing and documenting concerns.

In advance of this meeting **Dewberry** will prepare exhibits and documents to identify and highlight the Project. **Dewberry** will attend the public hearing and will address comments and questions which may arise at the meeting.

The Alternative Route Study will be submitted in draft form to the LPA and VDOT for review and comment prior to the open forum public hearing. Once comments and concerns from the public, the LPA, and VDOT are gathered, **Dewberry**, in conjunction with the LPA and VDOT, will review and incorporate all concerns into a Final Alternative Route Study.

As part of the Alternative Route Study, **Dewberry** will participate in up to three (3) partnering workshops or other meetings as deemed necessary by the LPA and VDOT. We will also coordinate with public and regulatory agencies as necessary so that a comprehensive Final Alternative Route Study can be provided ensuring that the LPA and VDOT can select the **Preferred Alternative**.

#### 1.2.4 State Environmental Review and Scoping Process/VDOT Clearances

The State Environmental Review Process (“SERP”) and VDOT Clearances for Locally Administered Projects were not previously obtained for the Project. Therefore, since state funding will be involved, **Dewberry** will follow the procedures required for the SERP as it pertains the Alternative Route Study. The SERP study area will include a four hundred (400) foot wide corridor (along each potential alignment).

We will complete and submit the EQ-429 form to VDOT to initiate the scoping process. VDOT will then distribute the EQ-429 to the regulatory agencies for review and comment. VDOT will synthesize agency comments into a Preliminary Environmental Inventory (“PEI”) and will forward copies back to the agencies, the LPA, and **Dewberry**. The PEI will be utilized in conjunction with other elements of the Alternative Route Study to help identify the most appropriate alignment alternative.

**Dewberry** will complete the necessary due diligence forms for hazardous materials and water quality/natural resources (EQ-555 & EQ-121) for the **Preferred Alternative**. Additionally, we will complete the Environmental Certification/Commitments Checklist and will submit the checklist to VDOT and the LPA as required by the VDOT Locally Administered Projects Manual.

During the Alternative Route Study **Dewberry** will complete the necessary scoping for a potential NEPA document should federal funds be added to the project. We will conduct all elements in the “F” column of Appendix 12.6C in the LAP Manual (up to PS&E submittal) as part of Alternative Route Study which will facilitate any future need to conduct a final NEPA document.

**Skelly and Loy, Inc.** will conduct a Sensitive Receptor Classification and Impact Mitigation Probability Noise Analysis during the Alternative Route Study which will assist in the creation of a comparative matrix of the alternatives. **Skelly and Loy, Inc.**’s Proposal has been included with this **Cost Proposal as Attachment “D”**.

- 1.3 *Conduct additional traffic studies to identify traffic impacts to Vandola Road and Vandola Church Road with the implementation of the Connector Road. The traffic studies will be submitted to the LPA and VDOT for review and concurrence.*

#### 1.3.1 Traffic and Crash Data Collection, Projection, and Analysis

**Ramey Kemp & Associates** will collect, project, and analyze sufficient traffic data to determine the impacts to Vandola Road as well as to Vandola Church Road with the implementation of the **Preferred Alternative** of the Connector Road. It has been assumed that the traffic data collected as part of *Traffic Impact Analysis – Mega Park revised October 29, 2010* will be used in conjunction with the additional traffic data collected.

**Ramey Kemp & Associates** will also conduct field reconnaissance of surrounding public roadways and will meet with the LPA and VDOT staff to discuss existing and future traffic within the area of effect. They will obtain from the LPA and/or VDOT historic traffic data and future traffic projections for key road links and intersections associated with the improvement. They will identify development projects that are currently under construction and other projects that have been approved but are not currently under construction. **Ramey Kemp & Associates** will attain the latest three (3) years of available crash reports related to the area of effect and will perform a detailed crash analysis intended to identify the rate, type, and severity of vehicle incidents, particularly those that resulted in death or injuries.

Finally, **Ramey Kemp & Associates** will determine the opening day, future year, and design year traffic conditions and will document the existing traffic counts and future traffic forecasts on exhibits suitable for review and use by the LPA, VDOT, and the public. They will meet with the Project team, the LPA, and VDOT to review the analysis and will prepare a draft and final report suitable for approval by the LPA and VDOT. **Ramey Kemp & Associates'** Proposal has been included with this **Cost Proposal** as **Attachment "E"**.

- 1.4 *Perform sufficient traffic analysis to develop a conceptual interchange design to accommodate the full build out of the Mega Park (11,500 employees). Submit analysis and conceptual design to the LPA and VDOT for review and concurrence.*

#### 1.4.1 **Conceptual Interchange Study**

In accordance with the *Traffic Impact Analysis – Mega Park revised October 29, 2010*, the Route 58 Bypass (Danville Expressway) Oak Ridge Farm Road Interchange should be evaluated with the development of the Mega Park. The future interchange configuration (year 2040, 11,500 employees) described in the Traffic Impact Analysis included a semi-directional ramp for northbound Danville Expressway to westbound Connector Road as well as the modification of existing ramps and the provision of new ramps.

**Dewberry** will develop a conceptual interchange similar to the one as shown in Inset "A" of the Year 2025 (5,000 Employees) Exhibit included with this **Cost Proposal** as **Attachment "A"** in sufficient detail to obtain LPA and VDOT concurrence. This will include defining the purpose and need as well as the Project limits, identifying issues and concerns including reasonable alternatives as well as identifying Project risks such as cost, feasibility, and safety concerns.

**Dewberry** will ensure that the interchange concept will work with the **Preferred Alternative** of the Connector Road, will provide for all traffic movements, will be consistent with local and regional land use and transportation plans, and will not adversely impact the mainline of Route 58 Bypass or the adjacent interchanges and crossroad intersections. We will also identify the necessary local, state, and federal processes that may be required for final design of the interchange.

During the development of the conceptual interchange, **Dewberry** will provide the general public with a well-publicized opportunity to both view and discuss the interchange (one (1) open forum public hearing). Information will be provided in sufficient detail to allow property owners (or others

with an interest) to identify specific features or properties that may be impacted, discuss those with a member of the Project team, and if necessary provide a mechanism for expressing and documenting concerns.

The conceptual interchange will be submitted to the LPA and VDOT for review and comment prior to the open forum public hearing. Once comments and concerns from the public, the LPA, and VDOT are gathered, **Dewberry**, in conjunction with the LPA and VDOT, will review and incorporate all concerns into a Final Interchange Concept.

As part of the development of the conceptual interchange, **Dewberry** will participate in up to three (3) partnering workshops or other meetings as deemed necessary by the LPA and VDOT. We will also coordinate with public and regulatory agencies as necessary so that a Final Interchange Concept can be selected.

VDOT's IIM-LD-200.4 sets forth the federal and state requirements and processes to be utilized by all applicants in the development of an interchange proposal. This includes an Interchange Justification Report ("IJR") and an Interchange Modification Report ("IMR"). Full compliance with the IIM is required for an actual interchange proposal. However, the scope of work associated with this **Cost Proposal** only includes the development of a conceptual interchange. The work necessary for the actual interchange modification (year 2040) as set forth in IIM-LD-200.4 is not included with this **Cost Proposal**. If it is determined that the development of the conceptual interchange will require analysis and documentation as described in IIM-LD-200.4, then an adjustment to the contract will be required to provide these services. IIM-LD-200.4 has been included with this **Cost Proposal** as **Attachment "I"**.

#### 1.4.2 Conceptual Interchange Traffic Data Collection, Projection, and Analysis

**Ramey Kemp & Associates** will collect, project, and analyze sufficient traffic data to analyze the concept of the future Route 58 Bypass (Danville Expressway) Oak Ridge Farm Road Interchange modification necessary for the full build out of the Mega Park (11,500 employees). In conjunction with the Conceptual Interchange Study, the analysis will strive to demonstrate that the concept will not have a significant adverse impact on the safety and operation of the interchange. The analysis will include the mainline lanes of Route 58 Bypass, existing, new or modified ramps, ramp intersections with crossroads, as well as the first adjacent intersections on the crossroad. It has been assumed that the traffic data collected as part of *Traffic Impact Analysis – Mega Park revised October 29, 2010* will be used in conjunction with the additional traffic data collected.

**Ramey Kemp & Associates** will conduct field reconnaissance of adjacent interchanges and will meet with the LPA and VDOT staff to discuss existing and future traffic with the area of the interchange. They will obtain historic traffic data and future traffic projections necessary for the study of the full build out of the Mega Park. They will determine the design year traffic conditions and will document the future traffic forecasts on exhibits suitable for review and use by the LPA, VDOT, and the public. They will meet with the Project team, the LPA, and VDOT to review the analysis and will prepare a draft and final report suitable for approval by the LPA and VDOT. **Ramey Kemp & Associates'** Proposal has been included with this **Cost Proposal** as **Attachment "E"**.

1.5 *Provide the necessary field surveying and environmental investigations necessary for the implementation of the Connector Road as described in the following sections.*

#### 1.5.1 Field Survey

Filed Survey will identify the Project site sufficiently to allow the development of detailed engineering plans, specifications, and cost and material quantity estimates. Activities will be performed under the supervision of a Land Surveyor licensed to practice in the Commonwealth of Virginia.

Upon notification of approved ROE and receipt of any landowner conditions or requirements, **Dewberry** will enter the area between the Route 58 Bypass (Danville Expressway) Oak Ridge Farm Road Interchange and Berry Hill Road (SR 863) ("Project Area") and initiate the surveying operations.

**Dewberry** will first establish horizontal and vertical control points. Control points will be referenced to local County Control Monuments. Horizontal control will be initially collected and provided in NAD 1983 coordinates and then converted to the standard VDOT project coordinates. Vertical Control will be based on NAVD 1988. **Dewberry** will establish additional secondary horizontal control points (a survey baseline) and vertical benchmarks if necessary.

**Dewberry** will then locate visible surface indications of utilities. These utilities will include sanitary sewer manholes with inverts and pipe sizes if accessible, storm sewer structures with inverts and pipe sizes, if accessible, water valves and meters, well heads, gas valves and meters, telephone pedestals and electric transformers and other similar structures.

**Dewberry** will identify and provide labels for the planimetric features within the Project Area which will include power pole numbers, fence types and sizes, addresses, mail boxes, among other physical appurtenances.

**Dewberry** will collect records from the Pittsylvania County Health Department concerning the locations of wells and septic systems that have a potential to be impacted by the Project. If septic systems appear likely to be impacted, **Dewberry** will recommend that a septic survey be completed to determine if any impacts would occur as a result of this project. To offer value to the LPA, septic surveys have not been included in this **Cost Proposal** and will require a modification to the contract should this service become necessary.

**Dewberry** will utilize the current deed for each of the potentially impacted parcels to recover property corners for the compilation of the existing right-of-way lines and departing parcel lines. We will perform additional property corner recovery for the final establishment of Project right-of-way and parcel lines. We will also obtain the most recent plans of the Route 58 Bypass (Danville Expressway) Oak Ridge Farm Road Interchange to determine the exact locations of Limited Access.

**Dewberry** will survey the delineated wetlands and Waters of the U.S. as marked in the field (See Delineation of Wetlands & Waters of the U.S.), will stake the locations of geotechnical borings, and will perform other survey services necessary for the development and approval of the Project.

## 1.5.2 Underground Utility Investigations

**Accumark Subsurface Utility Services** will review current utility records to determine the extent of public and private underground utilities within the Project Area. If it is determined that underground utilities exist within the Project Area, they will enter selected parcels (upon approved ROE) and public right-of-way to delineate and report on the presence and approximate horizontal locations of underground utilities (excluding septic fields) within the Project Area. Upon the

advancement of the roadway plans, they will vertically locate up to four (4) selected public and private utilities within the Project Area. **Accumark Subsurface Utility Services'** Proposal has been included with this **Cost Proposal as Attachment "F"**.

### 1.5.3 Hazardous Materials Investigations

**Dewberry** will conduct a regulatory database review to determine if the potential exists to encounter contaminated materials during the development of the Project. If a site is identified during the database review, **Dewberry** will conduct a Phase I Environmental Site Assessment ("ESA") in general accordance with the protocols specified in American Society for Testing Materials (ASTM) E 1527-05, *Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process*<sup>[1]</sup>.

The Phase I ESA will identify actual or potential recognized environmental conditions along the **Preferred Alignment** that may result in a clean-up liability under the *Comprehensive Environmental Response, Compensation, and Liability Act* ("CERCLA") and the *Superfund Amendment and Reauthorization Act* ("SARA"). The Phase I ESA will meet the "due diligence" standard for innocent purchasers.

The Phase I ESA will not include sampling or testing of soil, groundwater, asbestos, or other media. Such testing would be performed in a Phase II, or "invasive" study, if warranted. If a potential for contamination exists, our conclusions will so state and will recommend future actions that should be taken to characterize or remediate the site. Conducting a Phase II ESA would require an amendment to the contract.

**Dewberry** will provide two copies of the Final Report; more can be provided upon request. **Dewberry** will meet with third parties as authorized by the LPA to discuss the information contained in the Final Report. All third parties wishing to rely on this instrument of professional service must first enter into a contractual agreement with **Dewberry** subject to the same Scope of Services, Limitations, and Standard Terms and Conditions as the original contract with appropriate fees to be negotiated at the time of the request for third party reliance.

### 1.5.4 Cultural Resources Investigations

**Dewberry** will conduct a Department of Historic Resources Database review to determine if any recorded cultural and historic resources are located within or adjacent to the Project Area. Because the U. S. Army Corps of Engineers ("USACE") and VDOT typically require the completion of Phase I Cultural Resource Survey ("CRS") within the potential area of affect for all State funded Projects and in order to obtain a Clean Water Act Section 404 permit, **Dewberry** will conduct the Phase I CRS for the area of potential effect as required. The Phase I CRS findings will be submitted to the LPA and the State Historic Preservation Officer ("SHPO") for concurrence.

Upon approved ROE, **Browning & Associates, Ltd.** will enter the Project Area and will provide a cultural resource survey within the area of potential effect for inclusion into the Phase I CRS documentation being prepared by **Dewberry**. The cultural resource survey is intended to provide

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<sup>[1]</sup> The ASTM standard was first published in 1993, and is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner defense to CERCLA liability. The practices outlined in the standard constitute all appropriate inquiry to the previous ownership and uses of the property consistent with good commercial or customary practice as defined in 41 USC § 9601(35)(B).

specific information concerning the nature and distribution of archaeological and architectural resources within the areas of potential effect. **Browning & Associates, Ltd.**'s Proposal has been provided with this **Cost Proposal** as **Attachment "G"**. To offer value to the LPA, fees associated with additional surveys such as Phase II CRS or higher and/or Section 106 SHPO coordination have not been included in this **Cost Proposal**.

#### **1.5.5 Threatened & Endangered ("T&E") Species Investigations**

**Dewberry** will complete and submit a Project Review Request to the Department of Conservation and Recreation ("DCR") Division of Natural Heritage to determine the potential or likely presence of rare, threatened or endangered species within the Project Area. **Dewberry** will also perform a search of the Virginia Department of Game and Inland Fisheries ("DGIF") database, and the US Fish and Wildlife Service IPAC Database to determine the Project's potential to impact protected species.

The T&E species that were identified and required as part of the T&E species surveys previously conducted for the Mega Park Property will be surveyed as part of this Project. Any T&E species surveys in addition to those species surveys that may become required have been excluded from this **Cost Proposal**. Additionally, any necessary DGIF & USFWS biological opinion documentation, or coordination have not been included in this **Cost Proposal** to offer value to the LPA.

#### **1.5.6 Delineation of Wetland & Waters of the U. S.**

Upon approved ROE, **Dewberry** will delineate Wetlands and Waters of the U.S. in accordance with the methods listed in the U.S. Army Corps of Engineers ("USACE") 1987 Wetland Delineation Manual (as well as the new Regional Supplement) for the Project Area. Field indicators of hydrophytic vegetation, hydric soils, and wetland hydrology will be observed and recorded to generally determine the approximate wetland boundaries. Boundaries of jurisdictional wetlands and streams will be flagged with survey tape and pin flags. Data points will be taken at appropriate wetland areas using approved USACE data forms to characterize the type of wetland community found. **Dewberry** will record the general composition of vegetation identified onsite. Dewberry fee for wetland delineation includes the delineation and survey of up to 2,200 LF of stream channel and 12 acres of wetlands.

**Dewberry** will also conduct stream assessments of any jurisdictional streams that are likely to be impacted by the Project. **Dewberry** will utilize the DEQ/USACE Unified Stream Methodology and any information gathered during the delineation to assist in the quantification of stream mitigation requirements for the permit application process.

The data gathered during the wetland delineation will be used to prepare a Wetland Delineation Report. The Wetland Delineation Report will include information summarized from the wetland/stream investigation (wetland data sheets, Jurisdictional Determination forms, and site photographs) including map exhibits displaying the waters and wetland boundaries surveyed.

This report will be forwarded to the USACE with a copy to the LPA. **Dewberry** will request a verification of the boundary locations from USACE. **Dewberry** assumes that three (3) site visits will be conducted with the USACE to confirm the boundaries of the on-site waters and wetlands. Once the USACE confirms the boundaries, **Dewberry** will request a letter of verification. This verification will be valid for five (5) years from the date of issuance.

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## **Component 2 Proposed Engineering Tasks**

- 2.1 *Prepare sufficient level of highway design to identify the scope and limits of the proposed highway in accordance with a rural collector (GS-3) for the partial build out of the Mega Park (5,000 employees). Design shall include major culvert crossings, bridges, stormwater management facilities, or other pertinences required to identify the limits of required right-of-way.*

### **2.1.1 Preliminary Design**

Upon selection of the **Preferred Alternative** and **Dewberry** is authorized to proceed, we will conduct Preliminary Design efforts intended to ensure complete compliance with the Alternative Route Study. Since the Connector Road (and associated improvements) will be accepted by and turned over to VDOT, the plans will be developed in VDOT format in accordance with VDOT Standards, Specifications, and Guidelines current as of February 29, 2012. **Dewberry** will utilize Microstation V8i and Geopak at a scale that is conducive for this type of work.

Changes to the VDOT requirements after February 29, 2012 which may affect the design could not be anticipated nor included as part of this **Cost Proposal**. Upon review of changes (after February 29, 2012) to the VDOT requirements which necessitate design adjustments, **Dewberry** will discuss the needed changes with the LPA to determine if a modification to the contract will be necessary.

The Preliminary Design will include the necessary horizontal and vertical roadway geometry, typical sections, superelevation, cross-sections, drainage, and right-of-way for approximately 18,900 linear feet of the Connector Road (and associated improvements) as generally shown in Option B of the Year 2025 (5,000 Employees) Exhibit included with this **Cost Proposal** as **Attachment "A"**.

The Preliminary Design will account for both the interim (half-section) and the future (four-lane divided) roadway section so that roadway elements associated with the half-section can be final designed appropriately. The Preliminary Design will establish the grading, roadway/drainage elements, and right-of-way necessary for the future roadway (four-lane divided). This information will be necessary to ensure that certain Project elements needed for the four-lane divided roadway will be designed and partially constructed with the half-section, facilitating the future widening of the Connector Road. However, in accordance with section 3.0 Scope of Services of the Request for Proposal (#11-10-04), only an interim (half-section) roadway of the **Preferred Alternative** is to be final designed as part of this Project.

The 58 Bypass (and associated Oak Ridge Farm Road Interchange) is a Limited Access ("LA") facility on the National highway System ("NHS"). It has been assumed that the provision of the interim Connector Road (half-section) which is part of this Project will not impact the established LA thereby eliminating the need for federal action as part of this Project. Should the existing LA become impacted with this Project, thereby necessitating a federal action, a modification to the contract may be required to provide the necessary NEPA processing.

Based on **Dewberry's** understanding of the Project, it has been anticipated that the Design Criteria provided in **Table 2.1.1.A** below will be utilized for the Project. VDOT's Geometric Design Standards (GS-2 and GS-4) have been included with this **Cost Proposal** as **Attachment "J" and "K"**.

Table 2.1.1.A

Roadway	VDOT Classification	VDOT Standard	Design Speed (mph)	TC Standard	Minimum Radius (ft)	Maximum Grade (%)	Lane Width (ft)	Shoulder Paved/Graded (ft)
Connector Road	Rural Minor Arterial System	GS-2*	60	TC-5.01R	1204	4	12	8 /10
Berry Hill Road	Rural Minor Arterial System	GS-2*	60	TC-5.01R	1204	4	12	8 /10
Bachelor Hall farm Road	Rural Local Road	GS-4	30	TC-5.01R	251	14	10	0/5

\* Median Section 2E of Chapter 2E of the VDOT Road Design Manual

As part of the Preliminary Design, **Dewberry** will formulate a hydrologic and hydraulic as well as a stormwater management (“SWM”) strategy that will address water quality, water quantity, and outfall adequacy of the interim and future conditions of the **Preferred Alternative** of the Connector Road. SWM ponds will be avoided to the greatest extent practicable by proposing alternative methods for water quality and quantity treatment such as vegetated filter strips and/or grassed swales. However, based on our investigation, the design of up to seven (7) SWM facilities may be required for the Project and have been included in this **Cost Proposal**.

**Dewberry** will follow VDOT Location and Design Division’s Instructional and Informational Memorandum 195.7 (IIM-LD-195.7) pertaining to Minimum Requirements for Engineering, Plan Preparation and Implementation of Post Development Stormwater Management Plans. These guidelines are for water quality and quantity control and are in accordance with the Virginia Department of Conservation and Recreation’s annual plan review of VDOT’s Erosion and Sediment and Stormwater Management Standards and Specifications, Law and Regulations.

**Dewberry** anticipates the analysis of five (5) major/minor water crossings for the **Preferred Alternative** of the Connector Road which have been included with this **Cost Proposal**. These crossings include Childress Creek (just west of the 58 Bypass), McGuff’s Creek (western limit of Option B for the Connector Road), and three (3) un-named minor crossings. Trotters Creek is not anticipated to be crossed with the **Preferred Alternative**. **Dewberry** will provide preliminary VDOT Hydrologic and Hydraulic Analysis (“H&HA”) for these crossings as well as a preliminary Scour Report for the McGuff’s Creek crossing. The H&HA will account for both the interim and future conditions along the Connector Road.

**Dewberry** will prepare one (1) Type, Size, and Location (“TS&L”) Bridge Plan for the anticipated McGuff’s Creek Crossing which will be submitted with the preliminary roadway plans. It has been assumed that the bridge will consist of a single span structure (less than 100 feet in length) with no piers/bents (abutments only). Aesthetic and architectural treatments as well as accommodating utilities on the bridge have not been anticipated. The bridge will be designed in accordance with AASHTO Load and Resistance Factor Design Method (“LRFD”) Bridge Design Specifications, 4<sup>th</sup> Edition, 2007, Interim Specifications and VDOT Modifications. The design live load will be HL-93.

The bridge over McGuff’s Creek will be coordinated with the H&HA to ensure that the bridge span is in accordance with the hydraulic recommendations. The type and depth of foundations for this

bridge will also be coordinated with the scour report to ensure that the bridge foundations meet all scour requirements. The bridge will be designed to accommodate the future widening of the Connector Road to a four-lane divided facility.

The extent of necessary retaining walls and special design structures were unknown at the time this **Cost Proposal** was prepared. Their design will be standardized to the maximum practical extent (viable alternative designs will be considered). The plans for standard or special retaining walls shall contain plan and elevation drawings, sections, special details when required, appropriate footing and other foundation data. Three hundred (300) linear feet of retaining walls and two (2) special design drainage structures have been included in this **Cost Proposal**. Additional retaining walls and/or special design structures will require a modification to the contract.

Value Engineering ("VE") Studies are required on all state and federal funded projects exceeding five (5) million dollars in construction cost. In addition, constructability reviews should be conducted by the LPA for all projects to be maintained by VDOT. Therefore, **Reynolds-Clark Development, Inc.** will provide a VE study of the Preliminary Design complete with recommendations which will be submitted to the Project team as well as the LPA and VDOT. The final decision as to which VE recommendations will be incorporated into the intermediate and final plans will be made by VDOT. They will also conduct a constructability review of the preliminary plans to determine if the Project can be constructed as designed and will offer recommendations to the Project team. **Reynolds's-Clark Development, Inc.'s** Proposal has been provided with this **Cost Proposal** as **Attachment "H"**.

**Dewberry** will submit the preliminary plans to the LPA and VDOT for review and comment and will attend Project coordination meetings. It has been assumed that up to two (2) meetings will be required during Preliminary Design. **Dewberry** will address comments provided by VDOT and/or the LPA with narrative responses and will ensure Project related issues are addressed prior to the advancement of the design.

**Dewberry** will provide two (2) 1" = 100' scale exhibits, four (4) half-size, and six (6) full-size paper sets of the preliminary plans and related Project documentation. It has been assumed that the preliminary roadway plans will consist of a cover sheet, location map, index of sheets, revision data sheet, survey alignment data sheet, construction alignment data sheet, underground utility test data sheet, cadd level sheet, typical section sheet, sight distance sheets, plan sheets, profile sheets, and cross-section sheets. Preliminary H&HA and floodplain studies as well as bridge TS&L's will also be provided.

- 2.2 *Prepare final construction plans and specifications to construct two (2) lanes of a planned four-lane highway. The grading shall be designed to accommodate the planned four-lane divided highway. Provide the necessary environmental/geotechnical investigations & permitting needed for the construction of the roadway improvements and acquisition of right-of-way by the LPA as described in the following sections.*

### 2.2.1 Intermediate Design

Once comments have been received on the Preliminary Design and **Dewberry** is authorized to proceed, the services needed for the Intermediate and Final Design will ensue. Intermediate Design ("sixty (60) percent plans") will include the advancement of the interim half section of the Connector Road. Modifications to design elements necessary to address Preliminary Design comments will be provided as will final horizontal and vertical geometry and data, typical sections, superelevation computations, cross-sections, and complete roadway drainage design and

descriptions. The Project's Traffic Maintenance Plan ("TMP"), Erosion & Sediment Control Plan ("E&S"), and pavement design will be advanced.

**Dewberry** will advance the H&HA of the five (5) major/minor water crossings as well as the seven (7) SWM facilities. We will also begin the FEMA Floodplain Study of McGuff's Creek which is currently located in a FEMA Zone A Floodplain FEMA Flood Rate Map 51143C0605E. We will follow VDOT's policy for raises in the 100 year floodplain elevation and do not expect to prepare a Conditional Letter of Map Revision ("CLOMR") or a Letter of Map Revision ("LOMR") for the McGuff's Creek crossing.

Structural design elements will be advanced in conjunction with the roadway and H&HA design to ensure these elements will be in conformance with the developing Project.

Plan development at the conclusion of the Intermediate Design will be suitable for use in Utility Field Inspection ("UFI") meetings. Private utility companies may be reimbursed for moving utilities in conflict with the Project (at the Project's expense) when they have been located on an easement or have prior rights. Some localities may have franchise agreements that will require the utility company to move at their expense (it is assumed the LPA will enforce the terms of these agreements).

**Reynolds's-Clark Development, Inc.** will prepare UT-9/UT9A forms as needed to identify private utility relocation needs. Prior rights, prorates and associated easements, as well as franchise agreements that may be in place will be identified and impacted private utility relocation designs will be coordinated as necessary. "Betterments" will also be identified and discussed with all Project stakeholders.

**Reynolds's-Clark Development, Inc.** will utilize VDOT's Right-of-Way and Utilities Manual for the processes and procedures regarding utility relocations and betterments and will coordinate private utility relocations that may become necessary for the Project. The actual re-location costs of private utilities have been assumed to be the responsibility of the LPA and have not been included in this **Cost Proposal**.

**Reynolds's-Clark Development, Inc.** will also provide VE studies and constructability reviews of the Intermediate Design complete with recommendations which will be submitted to the Project team, the LPA and VDOT. **Reynolds's-Clark Development, Inc.**'s Proposal has been provided with this **Cost Proposal** as **Attachment "H"**.

Designs for projects maintained by VDOT that do not meet VDOT's "minimum" design standards and/or AASHTO's design standards will require written Design Waivers/Exceptions. As part of the design process, **Dewberry** will prepare and submit up to two (2) Design Waivers/Exceptions that may become part of the Project.

**Froehling & Robertson, Inc.** will conduct field exploration (soil borings and other required investigations), laboratory testing, and engineering and reporting required for the implementation of the Connector Road and associated improvements. They will utilize as much of the exploratory geotechnical investigations performed along the alignment alternatives as part of the final investigation. It has been assumed that the LPA will provide mechanized clearing services required to facilitate access to the boring locations. **Froehling & Robertson, Inc.**'s Proposal has been included with this **Cost Proposal** as **Attachment "C"**.

Once the environmental resource issues have been identified and the Project has advanced to the Intermediate Design stage, **Dewberry** will analyze the wetland areas to be affected by the Project and will summarize the results in both narrative and tabular formats. We will prepare and submit a Joint Permit Application (“JPA”) to the Virginia Marine Resources Commission (“VMRC”), the Virginia Department of Environmental Quality (“VDEQ”), and the U.S. Army Corps of Engineers (“USACE”) to obtain the required water quality permits. This Project may qualify for General or Individual Permits from DEQ and from the USACE, as well as a subaqueous bed permit from the Virginia Marine Resources Commission (“VMRC”).

**Dewberry** will conduct a pre-application meeting with the LPA and the regulatory agencies to insure that issues of concern brought by the agencies will be addressed in the permit application. We will attend a maximum of four (4) field visits and meetings and will post JPA submittal follow-ups. We will also address regulatory agency comments, questions, and requests for additional information. The permit for this Project will likely require a public notice and a permit processing fee. To offer value to the LPA, fees associated with any permit processing or public notice fees have not been included in this **Cost Proposal** as they are unknown until impacts have been assessed.

As the Connector Road (and associated improvements) will form a “linear” Project, land area (and potential mitigation sites) will be limited to the roadway area of impact. Therefore, it has been assumed that Project impacts will be addressed with the purchase of wetland and stream mitigation bank credits (if necessary). The cost per credit varies dependent upon the available bank. As the amount of mitigation required will not be realized until final design, the payment of mitigation bank credits has not been included with this **Cost Proposal**.

**Dewberry** will review the availability of local banks within the required service area and will coordinate the associated processing of documents between the LPA, the bank holder, and the regulatory agencies. This Project may require mitigation for Waters of the U.S. It is our plan for the LPA to bank these impacts as necessary. **Dewberry** will provide the necessary mitigation calculations as required.

In order to minimize the number of permits, **Dewberry** will prepare one Virginia Stormwater Management Program (“VSMP”) Permit for the Department of Conservation and Recreation (“DCR”) to cover the roadway elements associated with the Connector Road. **Dewberry** will complete and file the Registration Statement and create a Stormwater Pollution Prevention Plan (“SWPPP”) specifically for the Project.

The Registration Statement will be required and will contain information about the LPA, the name of the receiving water body, a topographic map of the site, estimated disturbed area, existing impaired waters, a description of all proposed Best Management Practices (“BMP’s”), inspection schedules and forms, sequence of construction, as well as the name and contact information of the onsite Erosion and Sediment (“E&S”) inspector. The SWPPP will contain Project areas and non-Project areas including identified sources of offsite borrow or fill material not already operating under an existing VSMP permit, and a description of fueling, chemical, sanitary, and fertilizer storage areas.

Since the actual location of (and impacts to) wells and septic systems were unknown at the time this **Cost Proposal** was prepared and to offer value to the LPA, well and septic surveys have not been included with this **Cost Proposal**. Subsequently, the preparation of well and septic system modification permits and/or mitigation plans have also not been included with this **Cost Proposal** and will require a modification to the contract should this service become necessary.

**Dewberry** will prepare related technical reports including the required VDOT Speed Limit Study, conduct other required analyses and will coordinate with state and local agencies. **Dewberry** will prepare the necessary VDOT checklists and will submit intermediate plans to the LPA and VDOT for review and comment. We will attend up to two (2) Project coordination meetings during Intermediate Design and will address comments provided by VDOT and/or the LPA with narrative responses.

**Dewberry** will provide two (2) 1" = 100' scale exhibits, four (4) half-size, and six (6) full-size paper sets of the intermediate plans and related Project documentation. It has been assumed that the intermediate roadway plans will consist of a cover sheet, location map, index of sheets, revision data sheet, survey alignment data sheet, construction alignment data sheet, underground utility test data sheet, cadd level sheet, typical section sheet, sight distance sheets, plan sheets, profile sheets, drainage descriptions sheets, TMP and E&S related sheets as well as cross-section sheets. Intermediate H&HA and floodplain studies as well as intermediate bridge plans will also be provided.

### 2.2.2 Final Design

Upon LPA and VDOT review of the sixty (60) percent plans, **Dewberry** will address comments, hold any necessary public hearings/meetings, and advance the design of the interim half section of the Connector Road design to Final Design ("ninety (90) percent plans"). This will consist of addressing all previous comments, incorporating final geotechnical recommendations, completing the TMP, E&S, and pavement design, as well as preparing signing and marking plans. The plans will include elements of the previous submissions in addition to providing VDOT standard sheets, summary sheets, earthwork tables, as well as special design and detail sheets as may be necessary.

Intelligent Transportation Systems ("ITS"), roadway lighting, landscaping, noise barriers, and traffic signal warrant analysis and/or design have not been anticipated and therefore have been excluded from the scope of this **Cost Proposal**.

**Dewberry** will advance the H&HA as well as the stormwater management elements of the Project, including all of the necessary floodplain studies to final. Structural design elements will also be advanced to final in conjunction with the roadway and H&HA design.

The provision of public water and sewer betterments and/or re-location designs have not been anticipated and have therefore not been included in this **Cost Proposal**. **Reynolds's-Clark Development, Inc.** will ensure that private utility relocation designs that may become necessary for the Project are completed during the final design phase. Private utility easements, if requested during the Utility Field Inspection process, will be coordinated as required.

**Reynolds's-Clark Development, Inc.** will also provide VE studies and constructability reviews of the Final Design complete with recommendations which will be submitted to the Project team, the LPA and VDOT. They will provide the Contract Time Determination Report as well as an Engineer's Estimate based on the Final Plans. The Engineer's Estimate will be based upon quantity summaries provided in the plans (which will be verified by **Reynolds's-Clark Development, Inc.**). The verified quantities combined with the estimated unit bid prices will form the Engineers Estimate. The Engineers Estimate will also include an estimate of the acquisition costs of rights-of-way and easements as well as estimated relocation costs of utilities. **Dewberry** will provide the costs associated with construction bidding support as well as for

construction engineering inspection. **Reynolds's-Clark Development, Inc.'s** Proposal has been provided with this **Cost Proposal as Attachment "H"**.

**Dewberry** will prepare up to sixteen (16) plats which may become necessary for the acquisition of rights-of-way and/or temporary/permanent easements. We will submit and revise the plats in response to the County Attorney and/or land owner/consultants comments.

**Dewberry** will prepare related technical reports, will conduct other required analyses and will coordinate with state and local agencies. **Dewberry** will prepare the necessary VDOT checklists and will submit final plans to the LPA and VDOT for review and comment. We will attend up to two (2) Project coordination meetings during Final Design and will address comments provided by VDOT and/or the LPA with narrative responses.

**Dewberry** will provide two (2) 1" = 100' scale exhibits, four (4) half-size, and six (6) full-size paper sets of the final plans and related Project documentation. It has been assumed that the final roadway plans will consist of a cover sheet, location map, index of sheets, revision data sheet, survey alignment data sheet, construction alignment data sheet, underground utility test data sheet, cadd level sheet, typical section sheet, sight distance sheets, plan sheets, profile sheets, drainage descriptions sheets, TMP and E&S related sheets, signing and marking sheets, standard sheets, summary sheets, earthwork tables, special design and detail sheets as may be necessary as well as cross-section sheets. Final H&HA and floodplain studies as well as final bridge plans will also be provided.

Upon final approval, **Dewberry** will provide eight (8) half-size and twelve (12) full-size paper sets of the "released for construction" plans. **Dewberry** will also provide electronic PDF files of the entire "released for construction" plans.

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### **Component 3 Proposed Engineering Tasks**

3.1 *Assuming that federal funds become available (and the LPA chooses to utilize those funds), conduct the work necessary to complete an Environmental Assessment ("EA") level NEPA document for the Project Area.*

#### **3.1.1 NEPA Documentation Preparation (Connector Road only)**

Assuming that federal funds become available (and the LPA chooses to utilize those funds) or during the advancement of the Project VDOT and FHWA determine that the Limited Access Line associated with the Route 58 Bypass (Danville Expressway) Oak Ridge Farm Road Interchange becomes impacted (requiring a federal action), **Dewberry** will conduct the work necessary to complete a Environmental Assessment ("EA") level NEPA document for the Connector Road.

**Dewberry** will utilize the data collected during the SERP process as well as additional data from federal and local sources. This data collection will include but will not be limited to the following: environmental resources, economic resources, local populations and social resources, geology, hydraulics & hydrology, and cultural resources. **Dewberry** will fill out the National Environmental Policy Act ("NEPA") Document Concurrence Form and will submit it to VDOT for review and agreement.

The EA level NEPA document for the Project Area will include natural and historic resource data collection and impact determinations. This will include a summary of the information previously

collected regarding the following: the presence of known populations of Federal and State Threatened and Endangered Species and the completion of existing database reviews from the U.S. Fish & Wildlife Service (“USFWS”), the Virginia Department of Game and Inland Fisheries (“VDGIF”), and the Department of Conservation and Recreation (“DCR”), a delineation of the Project corridor to determine the presence, types, and acreage of jurisdictional waters of the U. S. including wetlands, a review of existing water quality data of waters within project area, the identification of types and acreage of wildlife habitats, the determination of existing floodplain limits the location of known cultural resources, and Phase I level surveys for structures over 50 years in age and archaeological resources, in coordination with the State Historic Preservation Officer, a determination of the acreage of Prime Farmlands located within the project areas, as well as information on the geology and groundwater resources.

The EA level NEPA document will also include socio-economic data collection and impact determinations. **Dewberry** will utilize available information and will gather additional local information to identify the potential socio-economic effects of the Project. The focus will be on direct and indirect effects on local and regional public health and safety as well as minority and low-income populations.

Given the limited information available at the time this **Cost Proposal** was created, it has been assumed that Project will meet the criteria to qualify as a Type B project for air quality. Therefore, the EA level NEPA document will require a qualitative air quality analysis (a quantitative air quality analysis is not likely required and has been excluded). The study and analysis will include potential impacts to the community and the potential for structural noise abatement within the Project Area. The noise study will be conducted assuming the existing surrounding conditions.

**Skelly and Loy, Inc.** will conduct a complete noise analysis sufficient for the EA level NEPA document for the Connector Road. **Skelly and Loy, Inc.’s** Proposal has been included with this **Cost Proposal** as **Attachment “D”**.

Once the data collection and dissemination is completed, the resulting document will be prepared and sent to VDOT for review and submittal to FHWA for approval. A public hearing, or a willingness to hold a public hearing, will be posted and held as required.

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## **Optional Services**

The services identified below are not included in this **Cost Proposal**. These services will be required should the LPA choose to advance the Project past final plan approval. Dewberry will provide these services, however; a modification to the contract would be required.

### **O.1 Bidding Support**

Upon notification of intent from the LPA, **Dewberry** would provide Construction Bidding Support which would consist of working with the LPA to develop applicable Special Provisions, Special Conditions and Special Copied Notes as well as a schedule of bid items and adjustment items such as fuel costs. **Dewberry** would assist the LPA in seeking qualified Bidders, maintaining a list of Bidders, responding to Plan Holder’s Requests for Information (issuing addendum promptly), providing engineering assistance as may be required, attending bid meetings and pre-construction meetings in the field and in the office, reviewing bid estimates, providing permitting requirements, conducting scope reviews and preparing a recommendation to award on behalf of the LPA. We

would promptly resolve constructability issues discovered in the field and would make necessary plan adjustments (including VDOT and DOT review and approval) associated with constructability revisions.

## **O.2 Right-of-Way Acquisition Services**

Local governments active in relocation and property acquisition are solely responsible to meet State Code requirements applicable to them for their Capital Improvement Projects regarding relocation, property acquisition, and eminent domain. **KDR Real Estate Services** would assist the LPA with the acquisition and potential relocation of real property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and Amendments. This would include appraisals, purchase offers, negotiations, and settlements. The actual right-of-way acquisition costs would be the responsibility of the LPA.

## **O.3 Construction Inspection Services**

During the Bidding Support process and upon the commencement of construction related activities, **Dewberry** would provide office and field engineering support as well as Construction Inspection Services on behalf of the LPA as required for VDOT acceptance of the roadway improvements. This would include assisting the LPA at the pre-construction meeting, outlining an on-site and off-site inspection program, establishing responsibilities of key staff to ensure ultimate acceptance by VDOT and the LPA, establishing and maintaining a comprehensive system for project documentation, as well as performing Quality Control (“QC”) sampling, testing and analyzing.

**Dewberry** would also provide qualified inspection personnel to report on all aspects of the physical work including erosion and sediment controls, utility relocations, structure construction, roadway construction including, excavation and embankment, grading, subgrade, drainage, base material, paving, incidental items, signing and marking, maintenance-of-traffic.

We would maintain field inspector daily reports, material notebooks and photo documentation, ensure conformity with plans and specifications, provide shop drawing review, coordinate and respond to Requests for Information (“RFI’s”), provide change order review and progress payment verification, track non-conforming work and administer corrective and recovery actions, suspend work as needed, ensure project safety, provide scheduling coordination and improve the effectiveness of construction meetings, ensure certification of the completed project, complete as-built record drawings, and coordinate final Project acceptance.

### **Specific Exclusions**

The following services have been excluded from this **Cost Proposal**. These services can be provided; however, this may require an amendment to the contract.

- Asbestos Surveys and Reports
- Tree surveys
- Noise attenuation design and/or quantitative air quality studies
- Phase II surveys and resource recovery for Cultural Resources and/or Hazardous Materials
- Wetland and or stream mitigation plans and/or wetland functional analysis
- Cultural Resources mitigation design
- Water quality chemical testing
- Well and septic system closure permit preparation and/or impact mitigation

- ITS, lighting, landscaping, pedestrian, noise barrier, traffic signal design
- Interchange Justification/Modification Report
- Utility re-location and/or betterment costs
- Permitting, submission, and/or processing fees
- Right-of-way acquisition negotiations, purchases, deed preparation, closings, and other land acquisition functions
- The staking of proposed utility relocations, proposed right-of-way and/or easements, or other proposed design features
- Bidding Support, Construction Inspection Services
- NEPA level EIS Document Preparation
- NEPA Document Preparation for interchange improvements

**Proposed Schedule**

**Dewberry** anticipates that approval of the scope of work as well as Notice-to-Proceed (“NTP”) from the LPA will be provided on April 9, 2012. **Dewberry** expects final plan approval on or around September 24, 2013. A detailed schedule has been provided with this **Cost Proposal** as **Attachment “M”**.

**Proposed Fee**

**Dewberry** and our associated team will perform the **Proposed Engineering Tasks** indicated for a Lump Sum amount of **\$1,781,119**. A derivation of the Lump Sum amount has been provided with this **Cost Proposal** as **Attachment “N”**.

**Dewberry** trusts this **Cost Proposal** is sufficient to define the services and level-of-effort required based on direction received from the LPA. We look forward to advancing the work associated with this important endeavor.

Attachments:	“A”	Year 2025 (5,000 Employees) Exhibit
	“B”	<b>Spatial Data Consultants, Inc.’s</b> Proposal
	“C”	<b>Froehling &amp; Robertson, Inc.’s</b> Proposal
	“D”	<b>Skelly and Loy, Inc.’s</b> Proposal
	“E”	<b>Ramey Kemp &amp; Associates’</b> Proposal
	“F”	<b>Accumark Subsurface Utility Services’</b> Proposal
	“G”	<b>Browning &amp; Associates, Ltd.’s</b> Proposal
	“H”	<b>Reynolds’s-Clark Development, Inc.’s</b> Proposal
	“I”	VDOT’s IIM-LD-200.4
	“J”	VDOT’s Geometric Design Standards (GS-2)
	“K”	VDOT’s Geometric Design Standards (GS-4)
	“L”	Project Delivery Key Requirements Summary Table/Checklist
	“M”	Project Schedule
	“N”	Derivation of Lump Sum Amount

**PART 2 – ADDITIONAL SERVICES**

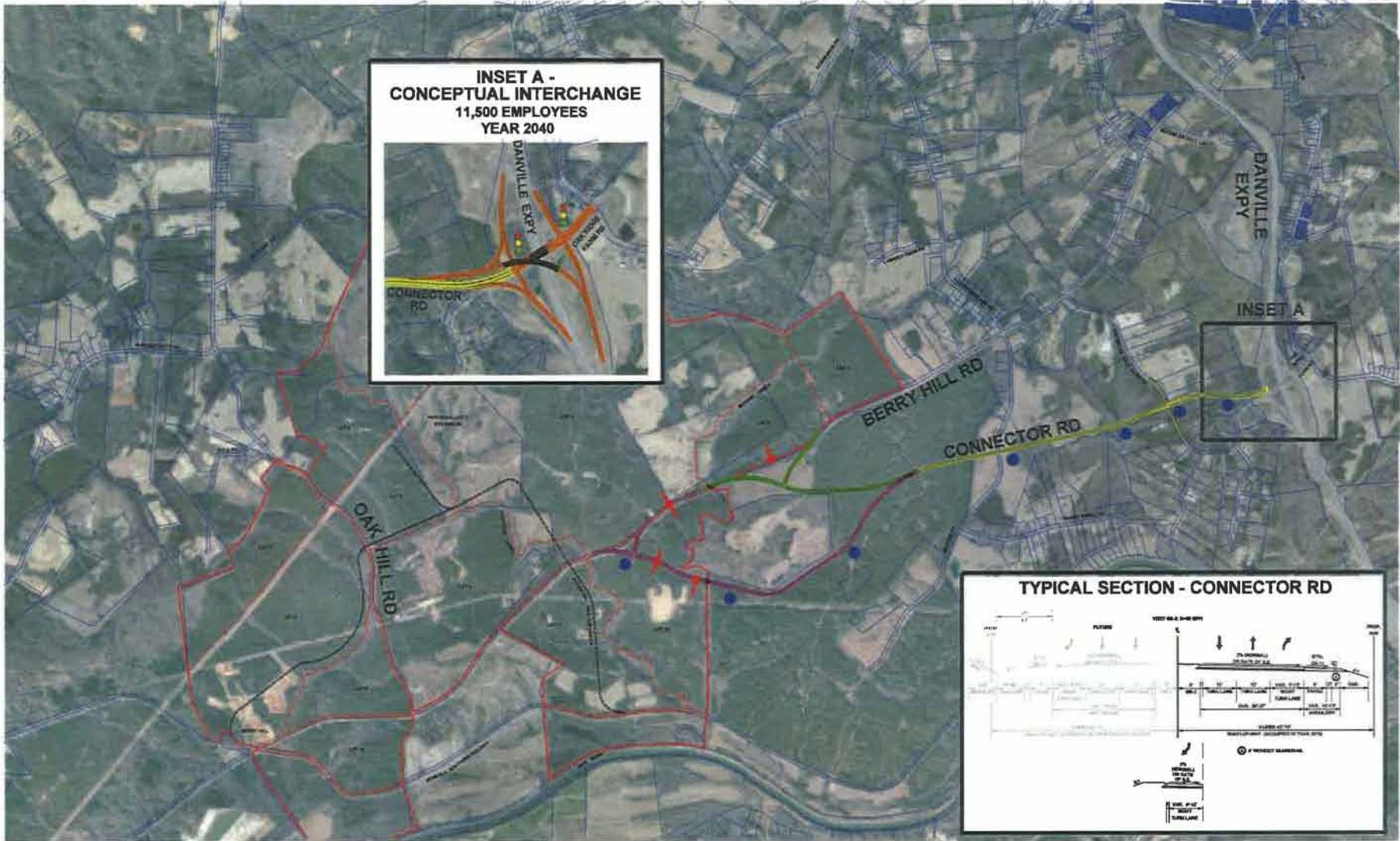
*A.2.01 Additional Services Requiring Owner’s Advance Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services).
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Part 1.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Part 1.
10. Services (which are not part of Basic Services) during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F. Rebidding or renegotiating contracts to reduce the contract costs to funds available as stated in Exhibit F shall not be considered Additional Services.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A.1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
24. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
25. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
26. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

**Attachment A**  
**Year 2025 (5,000 Employees) Exhibit**



		CONNECTOR RD	CROSSINGS	POTENTIAL PARCEL ACCESS LOCATION	<b>ATTACHMENT A</b> 5,000 EMPLOYEES YEAR 2025
		CONNECTOR RD - OPTION A	PARCEL BOUNDARIES	MEGA PARK PARCEL BOUNDARIES	
		CONNECTOR RD - OPTION B	MEGA PARK PROJECT LIMITS	POTENTIAL STORMWATER POND LOCATION	
		CONCEPTUAL INTERCHANGE	POTENTIAL TRAFFIC SIGNAL		

**Attachment B**  
**Spatial Data Consultants, Inc.'s Proposal**



1008 Hutton Lane, Suite 109  
High Point, NC 27262  
Phone: (336) 841-1247  
Fax: (336) 841-1248  
[www.spatialdc.com](http://www.spatialdc.com)

February 23, 2012

Shawn Harden  
**Dewberry**  
551 Piney Forest Road  
Danville, VA 24540-3353

RE: Berry Hill Addition (SDC REF # I-12003\_revised)

Shawn:

Spatial Data Consultants, Inc. is pleased to submit the following proposal.

#### **SUPPLEMENTARY GROUND CONTROL**

GPS control survey for six to eight (6-8) additional photo identifiable control points will be accomplished using appropriate techniques to provide horizontal and vertical control. This control will be selected by Spatial Data Consultants, Inc. using the 2009 digital airborne sensor imagery flown for the 2009 Berry Hill and the City of Danville projects, field survey and coordinates will be furnished by Dewberry.

Spatial Data Consultants, Inc. will provide image screen captures, detailed descriptions and approximate coordinates for each photo identifiable supplementary control point.

#### **DIGITAL AIRBORNE SENSOR IMAGERY & AIRBORNE GPS**

Existing Intergraph DMC digital airborne sensor imagery flown at 4,700' AMT (0.47' pixel resolution), airborne GPS and IMU data will be utilized for this project.

#### **LIGHT DETECTION AND RANGING (LIDAR)**

Existing Optech 3100 100 kHz LiDAR sensor data will be utilized for this project. Post processed bare earth LiDAR data will serve as the foundation for the Digital Terrain Model (DTM) and subsequent 2' contours as it was for under the original project scope.

#### **ANALYTICAL AERO-TRIANGULATION**

Existing Digital Softcopy Aero-Triangulation data will be utilized for this project. It will be necessary to add the additional ground control to the photo measurements and rerun the relative and absolute orientation for the image block prior to digital mapping production.

#### **DIGITAL MAPPING**

Digital mapping for approximately 2,270+/- acres (north area) and 975+/- acres (south area) indicated on the attached diagram will be captured at a scale of 1"=100' with a 2' contour interval as requested by Dewberry. This digital mapping will be accomplished utilizing our Image Station Softcopy Workstations with Image Station Stereo Display (ISSD), Image Station DTM Capture (ISDM) and Image Station Feature Collection (ISFC) software. All visible planimetric features appropriate for this scale of mapping will be captured.

This additional digital mapping will tie seamlessly with the digital mapping delivered under the original project scope.

## DIGITAL ORTHOPHOTOGRAPHY

Existing 24-Bit (8-bit per band) color (RGB) and color-ir (CIR) Digital Orthophotography of for this project area can be utilized. This area falls within the Digital Orthophoto data coverage provided to the City of Danville in 2009.

## DELIVERABLES

- 1) Digital files delivered in Microstation V8 & Geopak Format, VDOT CADD Specifications
- 2) Bare earth LiDAR files in ASCII Format
- 3) 24-Bit Color and Color-IR Digital Orthophoto Tiles and Mosaic in TIFF and MrSID Formats

Bare Earth LiDAR data for this additional area may have already been delivered under the original project scope, if not it can be included as a deliverable under this scope of work. Color (RGB) or color-ir (CIR) Orthophotography for this project area falls within the City of Danville orthophoto coverage, if Dewberry does not possess copies of the Danville orthophoto data, SDC can create a subset mosaic of this orthophoto coverage to fit this additional project study area.

## STANDARDS OF ACCURACY

Mapping will conform to National Map Accuracy Standards. Ninety percent of all well-defined planimetric features will be plotted to within 1/40 inch of their true coordinate position. No well-defined feature will be in error by more than 1/20 inch. Ninety percent of all contours on un-obscured ground will be within 1/2 of the contour interval.

In areas where the ground is obscured, dashed or shaded lines will represent contours indicating questionable accuracy. Ninety percent of all spot elevations will be correct within 25% of the specified contour interval and none shall be in error by more than 50% of the contour interval.

## DELIVERY SCHEDULE

All digital mapping will be delivered within 20 days after receiving the appropriate ground control.

## COST SCHEDULE

The lump sum fee for providing the Digital Mapping services described above and deliverable products for the 2,270+/- acre north area is:

**Eleven Thousand Dollars** **(\$12,100.00)**

The lump sum fee for providing the Digital Mapping services described above and deliverable products for the 975+/- acre south area is:

**Five Thousand Dollars** **(\$5,500.00)**

The lump sum fee for providing the Digital Mapping services described above and deliverable products for either or both areas in VDOT Microstation V8 and Geopak CADD Specifications is:

**One Thousand Six Hundred Dollars** **(\$1,600.00)**

## INVOICE AND PAYMENT TERMS

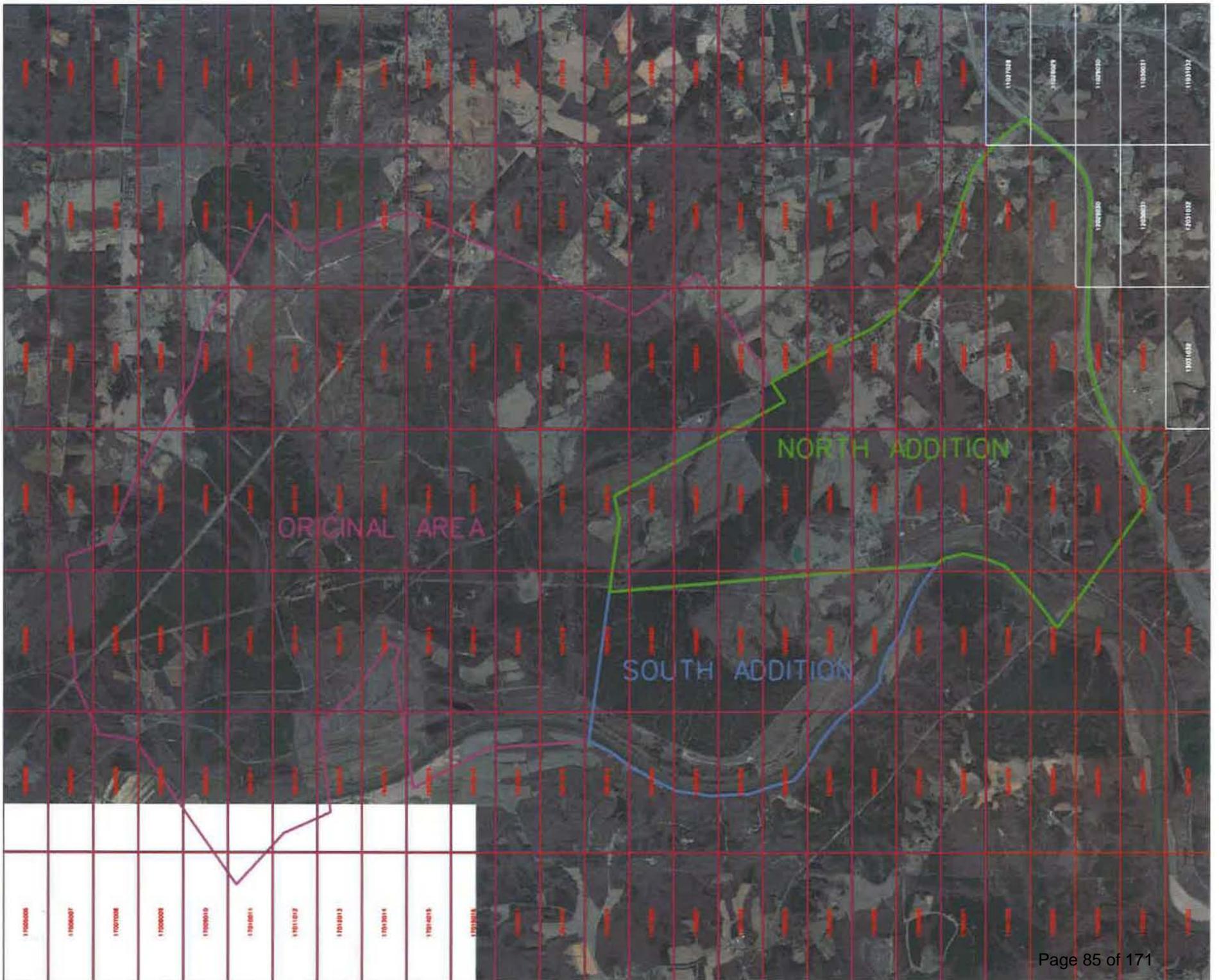
Invoice payment terms are net due in 30 days. A late fee of 1.5% of the unpaid balance will be charged after 30 days (18% per annum). Fees for aerial photography, photographic lab products, and ground control services will be invoiced as the work is performed. Mapping work in progress will be invoiced monthly based on percent of work completed. Progress reports or interim deliverables will accompany invoices as appropriate.

We look forward to working with you and your staff on this project. Please feel free to call with any questions or to discuss the particulars of this project.

Best Regards,

A handwritten signature in black ink that reads "Mark S. Schall". The signature is written in a cursive style with a large, stylized "M" and "S".

Mark S. Schall, CP, PLS, PPS, SP  
Chief Professional Officer



**Attachment C**  
**Froehling & Robertson, Inc.'s Proposal**



# FROEHLING & ROBERTSON, INC.

*Engineering Stability Since 1881*

1734 Seibel Drive, NE  
Roanoke, Virginia 24012-5624 | USA  
T 540.344.7939 | F 540.344.3657

**PROPOSAL NO.: 1162-015G**

February 7, 2011 (revised)

Dewberry  
8401 Arlington Boulevard  
Fairfax, Virginia 22031

Attention: Mr. Jeremy J. Beck, PE

Subject: Mega Park Connector Road  
Pittsylvania County, Virginia

Mr. Beck:

Froehling & Robertson, Inc. (F&R) is pleased to submit this proposal for subsurface exploration and geotechnical engineering services for the subject project.

## PROJECT INFORMATION

We understand that Pittsylvania County plans to construct a new road (designated the Mega Park Connector Road) that will provide addition access to the new Mega Park Industrial Park located off Berry Hill Road in Pittsylvania County, Virginia. The new Connector Road is currently in the preliminary planning stages of design; therefore, details of the roadway's design are limited. F&R was provided with a set of aerial plans illustrating the proposed location(s) of the new Connector Road (three drawings prepared by Dewberry and entitled Year 2015, Year 2025, and Year 2040). The three provided plans illustrated the anticipate roadway alignment options, the proposed construction phasing, and typical roadway cross sections. At this time, F&R has been requested to provide geotechnical services for the new Connector Road portion of the project only.

Based on the provided drawings, the new Connector Road will originate from Route 58 (Danville Expressway) at its intersection with Oak Ridge Farm Road and travel westward crossing over Bachelor Hall Farm Road and Buford Road. The termination of the new Connector Road will be at one of three potential intersections with Berry Hill Road, and thus three potential alignment options for the new roadway will be explored: Option A (about 15,700 linear feet of new roadway), Option B (about 19,600 linear feet of new roadway), and Option C (about 21,250 linear feet of new roadway). The new Connector Road will be constructed in stages; however, we understand that the final design of the new Connector Road will result in a 4-lane divided highway with at-grade intersections where it crosses Bachelor Hall Farm Road and Buford Road.

We understand that the initial design phase (Phase I) of the project will consist of an alignment study that will determine the best option (of the three) for the new roadway. As part of the alignment study, F&R will perform a preliminary geotechnical data survey. Following completion of the Phase I alignment study, the design team will perform a final design of the selected roadway alignment (Phase II) that will include a final geotechnical data survey and associated design recommendations.

---

HQ: 3015 DUMBARTON ROAD RICHMOND, VA 23228 USA T 804.264.2701 F 804.264.1202 [www.fandr.com](http://www.fandr.com)

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For the purpose of developing the proposed scope and related cost for our services, we have assumed the following: the Option B alignment (containing one bridge, seven storm water management (SWM) ponds, and six culverts) will be utilized for the final design, Dewberry will provide necessary surveying services to support our exploration activities (to include staking boring locations and providing relative ground surface elevation and boring location coordinate information), and Pittsylvania County will provide any mechanized clearing services required to facilitate access to both preliminary and final geotechnical boring locations. We have assumed that the bridge that will exist along the new roadway alignment will be less than 100 feet wide and consists of a single span structure with no piers/bents (abutments only). In addition, the following information was not available at the time this proposal was prepared: planned grading information, traffic loading/vehicle count information for the new roadway, and structural loads for the new bridge. Therefore, we have also assumed that cuts and fills required to develop the new roadway will be less than 50 feet and there will be no retaining walls on the project. Traffic and bridge structural load information will be required by F&R prior to completion of our final geotechnical design services.

### SITE CONDITIONS

Based on review of available aerial photography, it appears that the majority of the potential new roadway alignments will traverse undeveloped land generally covered by woods or open fields. As a result, we have included a limited amount of drill crew time for hand clearing to facilitate access to boring locations in areas of sparse woods or brush. However, should mechanized equipment be required to facilitate clearing for access to the test boring locations we have assumed that Pittsylvania County will provide the clearing services.

By the nature of the work to be performed, our drilling activities may result in disturbances to the site. Reasonable efforts will be made to reduce disturbance; however, remediation of the site to a pre-explored condition is not included. Completed boreholes will be backfilled with auger cuttings (soil) and, as applicable, capped with concrete or asphalt cold-patch, but may subside at some time following our work. Grouting or otherwise sealing the upper portion of the boreholes can be performed if requested for a per-hole fee.

### GEOTECHNICAL SCOPE OF SERVICES

The purposes of our involvement in the preliminary and final design phases of the project will be to 1) provide general descriptions of the subsurface soil conditions encountered at the boring locations, 2) provide geotechnical design recommendations for a new bridge, asphalt pavements, slopes, and culverts, and 3) comment on construction considerations relative to the encountered subsurface conditions at the site. We note that the scope of services presented below was generally developed to meet the guidelines provided in the Virginia Department of Transportation's (VDOT) Manual of Instructions (Chapter 3). In order to accomplish the above objectives, we propose to undertake the following scope of services during the respective initial and final design phases.

#### Phase I - Preliminary Geotechnical Data Survey and Report

- Perform a pre-mobilization site visit by the Geotechnical Professional Engineer and the Staff Engineer assigned to the project to observe the proposed alignment, review existing surface conditions, features, and pre-staked boring locations.
- Coordinate utility clearance at the planned boring locations with Miss Utility.
- Coordinate with Dewberry to layout (stake) the test boring locations in the field using surveying techniques.



- Coordinate with Pittsylvania County, Dewberry, and private land owners for access and right of entry onto the properties. We understand that Dewberry will notify property owners via US mail of both Dewberry and F&R's planned field activities.
- Review and summarize readily available geologic and subsurface information relative to the project site.
- Execute a preliminary subsurface exploration consisting of up to twenty-seven (27) Standard Penetration Test (SPT) borings drilled to planned depths ranging from 10 to 50 feet below the existing ground surface. Up to 680 linear feet of soil test borings will be performed as part of the preliminary survey. The majority of the test borings will extend 10 to 20 feet below the existing ground surface; however, up to 50-foot deep test borings will be performed at the following locations: four (4) within the clay brick company's property, one (1) within an anticipated deep fill area, and one (1) at a potential bridge location.

The test borings will be spaced approximately 1,000 feet apart and along the centerline of the three potential Connector Road Alignments. A *Preliminary Survey Boring Location Plan* drawing is provided as an attachment to this proposal to illustrate the anticipated number and location of test borings for the preliminary survey. The SPT borings will be drilled to their planned depths or auger refusal, whichever is encountered first. Rock coring upon auger refusal is not included in the preliminary survey scope of services.

- Perform laboratory testing on selected split-spoon samples consisting of up to:
  - 217 Natural Moisture Content tests (assumed one for each split-spoon sample),
  - twenty-seven (27) Atterberg limit tests (assumed one per boring),
  - and twenty seven (27) Mechanical Sieve without Hydrometer tests (assumed one per boring).
- Prepare one original and two copies of a written report summarizing our geotechnical engineering work on the preliminary phase of the project, providing descriptions of the subsurface conditions encountered, and discussing preliminary geotechnical construction and design considerations relative the encountered subsurface conditions. Copies of the test boring logs will be included.

Our preliminary geotechnical scope of services will not include obtaining VDOT or railroad permits (no borings planned within known VDOT or railroad right-of-ways), survey services, private underground utility locating, quantity estimates, geophysical testing, final geotechnical design recommendations for pavements, bridges, slopes, culverts or other associated structures, preparation of plans or specifications, detention pond considerations, evaluations of earthquake motions, or the identification and evaluation of wetland or other environmental aspects of the project site.

#### **Phase II - Final Geotechnical Data Survey and Design Report**

- Perform a pre-mobilization site visit by the Geotechnical Professional Engineer and the Staff Engineer assigned to the project to observe the proposed alignment, review existing surface conditions, features, and pre-staked boring locations.
- Coordinate utility clearance at the planned boring locations with Miss Utility.
- Coordinate with Dewberry to layout (stake) the test boring locations in the field using surveying techniques.
- Coordinate with Pittsylvania County, Dewberry, and private land owners for access and right of entry onto the properties. We understand that Dewberry will notify property owners via US mail of both Dewberry and F&R's planned field activities.



- Obtain required VDOT permitting for geotechnical exploration services planned within VDOT right-of-ways.
- Procure and coordinate traffic control services for drilling operations within the existing VDOT roadways. The traffic control measures anticipated for this project will be in general accordance with Figure TTC-19.0 (Non-Stationary Flagging Operation On Two-Lane Road) of the Virginia Work Area Protection Manual. Up to four days of traffic control services have been included in our scope and cost.
- Review and summarize readily available geologic and subsurface information relative to the project site.
- Execute a subsurface exploration consisting of up to 259 SPT borings to planned depths ranging from 10 to 50 feet below the existing ground surface. Up to 4215 linear feet of soil and 280 feet of rock core drilling is included in our final survey scope. The number and planned depths of the total test borings are noted below.
  - Perform up to 179 SPT borings to an average planned depth of 15 feet along the proposed 4-lane Connector Road (Option B) alignment. The borings will be drilled approximately 200 feet on center for each 2-lane portion of the proposed 4-lane roadway. We note that we assumed that 17 of the Phase I test borings will be used to supplement the Phase II exploration to meet the number of borings indicated by the VDOT Manual of Instructions (MOI) for a 4-lane divided roadway. Therefore, 179 SPT borings (196 minus 17) along the Connector Road alignment are proposed for the Phase II final geotechnical survey.
  - Perform up to ten (10) SPT borings to an average depth of 15 feet along the portion of the existing 2-lane Bachelor Hall Farm Road that is proposed for improvement. The borings will be drilled approximately 200 feet on center along the approximate 1800 feet of existing roadway that is planned for improvement.
  - Perform up to forty (40) SPT borings to an average depth of 30 feet in areas of proposed cut/fill along the new roadway alignment. We have assumed an average of 25 feet of soil and 5 feet of rock coring for the cut/fill slope borings.
  - Perform up to four (4) SPT borings to an average depth of 50 feet at the potential bridge location. We have assumed an average of 30 feet of soil and 20 feet of rock coring for the bridge borings.
  - Perform up to fourteen (14) SPT borings to an average depth of 10 feet in the location of the proposed storm water management basins. Two borings will be drilled for each of seven (7) presumed SWM basins.
  - Perform up to twelve (12) SPT borings to an average depth of 10 feet in the proposed locations of the culverts. Two borings will be drilled for each of six (6) presumed culverts.

With the exception of cut slope and bridge borings, the SPT borings will be drilled to their planned depths or auger refusal, whichever is encountered first. Rock coring upon auger refusal is not included in our scope of services except where otherwise noted above. The geotechnical engineer may adjust the number of borings, boring depths, and/or boring locations in the field due to encountered conditions at the time of drilling.

- Attempt up to 20 Shelby tube samples (relatively undisturbed) for potential laboratory testing.



- Obtain up to seven (7) pavement cores for measurement of the asphalt pavement section within existing roadways. We assume that pavement cores will be obtained from the following locations: up to four (4) within Bachelor Hall Farm Road, up to one (1) within Buford Road, and up to two (2) within Berry Hill Road at its intersection with the new Connector Road.
- Install up to six (7) temporary piezometers to measure stabilized groundwater levels in the location of the storm water management basins (one per basin). The temporary piezometers will consist of 1.5-inch, schedule 40 PVC pipe with slotted sections. No sand or bentonite pack will be used.
- Collect up to sixty (60) bulk samples at selected boring locations.
- Perform laboratory testing on selected samples consisting of up to:
  - 1676 Natural Moisture Content tests (assumed one for each spilt-spoon sample),
  - 90 Atterberg limit tests (assumed one for every four borings and one for each proctor),
  - 90 Mechanical Sieve without Hydrometer tests (assumed one for every four borings and one for each proctor),
  - fourteen (14) Mechanical Sieve with Hydrometer tests (one at each SWM Pond boring),
  - fourteen (14) Specific Gravity of soil tests (one at each SWM Pond boring),
  - twenty-five (25) Standard Proctor tests (one for each CBR test location and nine additional for potential fill evaluation and/or remolded strength lab specimens if needed),
  - sixteen (16) one-point California Bearing Ratio tests (approximately 4 per mile of roadway),
  - six (6) CU Triaxial Compression tests,
  - six (6) Direct Shear tests,
  - four (4) 1-D Consolidation tests,
  - four (4) Unconfined Compression Strength tests on rock samples (one per bridge boring),
  - thirteen (13) pH tests on soil samples (one per culvert and SWM Pond location),
  - and six (6) Resistivity tests (one per culvert location).
- Prepare one original and two copies of a written report summarizing our geotechnical engineering work on the project, providing descriptions of the subsurface conditions encountered, geotechnical design recommendations for a new bridge, asphalt pavements, slopes, and culverts, as well as discussing construction considerations relative the encountered subsurface conditions at the project site. Copies of the test boring logs and laboratory test results will be included.
- Following completion of the final geotechnical survey and engineering report, provide up to 10 hours of Geotechnical Engineer (PE) time related to addressing potential VDOT comments/questions and reviewing the final roadway and bridge plans to evaluate whether the recommendations and comments in our geotechnical report have been understood and properly implemented. F&R will issue a letter (stamped by a Professional Engineer licensed in the Commonwealth of Virginia) indicating that the project plans are in conformance with the geotechnical recommendations provided in our report.
- In addition, we have included up to 8 hours of Senior Geotechnical Engineer time for participation in up to one meeting related to our services on the project.

Our geotechnical scope of services will not include obtaining railroad permits (no borings planned within known railroad right-of-ways), private underground utility locating, survey services, quantity estimates, geophysical testing, preparation of plans or specifications, detention pond considerations, evaluations of earthquake motions, or the identification and evaluation of wetland or other environmental aspects of the project site.



### **BASE GEOTECHNICAL FEE**

We propose lump sum fees of \$24,625 (Preliminary – Phase I) and \$170,500 (Final – Phase II) for the preliminary and final geotechnical data survey and report scopes outlined above. For both scopes, the total lump sum fee would be \$195,125. While these limits cannot be guaranteed, since variable conditions could alter the scope of services required, we do agree to a maximum lump sum bill of this amount without further authorization.

Our proposal has assumed that utility clearance by Miss Utility will be sufficient to clear utilities at the site. However, if needed, Dewberry or Pittsylvania County will provide for a private utility location service in areas where knowledge of underground utilities are not definitive enough to safely perform required borings that are in very close proximity to the non-defined utilities. No site clearing or other services not discussed are included in the provided lump sum fee. Should unforeseen conditions require additional services, these services would not be performed without your authorization. If needed, the fees for services beyond our proposed scope would be in accordance with our prevailing unit fee schedule or as negotiated at that time. Requested geotechnical consultation after issuance of the completed subsurface exploration and geotechnical evaluation report, attendance to meetings, or other requested services not included in the provided base scope and fee, will be charged in accordance with our prevailing unit fee schedule.

The Client recognizes that a discovery of hazardous materials or suspected hazardous materials may require immediate measures to protect human health and safety, and/or the environment. If, while performing our services hereunder, pollutants are discovered that in our sole opinion pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated costs will be reconsidered and that this contract shall immediately become subject to renegotiation or, in the sole discretion of F&R, termination.

Froehling & Robertson, Inc. will require Client assistance in clearance of utilities and location of all hidden or obscure manmade objects prior to undertaking drill activities. In the event the project site is not owned by the Client, the Client warrants that he has obtained all necessary permissions for F&R to enter onto the site. If, during the conduct of the study, the presence of hazardous materials is indicated, or if insufficient information is available to render a complete report, then the work scope and associated costs may have to be expanded. We will advise you if additional work and costs are necessary prior to undertaking any additional work.

### **SCHEDULE OF SERVICES**

We can typically mobilize drilling equipment to a site within one to two weeks after notice to proceed and after the completion of the surveying services that will precede our explorations. For the Phase I (Preliminary Geotechnical Data Survey and Report) scope, we estimate that the drilling program should be completed within about 7 business days, with the proposed laboratory testing requiring an additional 2 to 3 weeks to complete. Our written preliminary report can be expected within 2 to 3 weeks following completion of the Phase I laboratory services. Therefore, we estimate that the total time to complete the Phase I exploration and report from when our drilling services commence in the field will be about 7 weeks.

For the Phase II (Final Geotechnical Data Survey and Design Report) scope, we estimate that the drilling program should be completed within about 5 weeks (assuming the use of two drill rigs onsite), with the proposed laboratory testing program requiring an additional 8 weeks to complete. Our written final report can be expected within 3 weeks following completion of the Phase II laboratory services. Therefore, we estimate that the total time to complete the Phase II exploration and report from when our drilling services commence in the field will be about 16 weeks.



A verbal report of pertinent findings can be provided to you and/or your design team members shortly after completion of the field exploration services and we will be available for on-going dialogue through the completion of our formal report(s).

Froehling & Robertson, Inc. cooperates with the Virginia Miss Utility program. In accordance with State Law, Miss Utility will be contacted prior to mobilization to the project site. State law requires us to allow 48 hours, starting at 7 AM the day following our initial call to Miss Utility, for the appropriate utility companies to mark service lines in the vicinity of the project site. We appreciate your cooperation and understanding on this matter.

**CLOSING**

F&R appreciates the opportunity to provide geotechnical engineering services to you for this project. We look forward to the receipt of your notice to proceed as well as a formal written authorization for the project.

Sincerely,

J.T. McGinnis, P.E.  
Senior Geotechnical Engineer

Andrew R. Frank, P.E.  
Senior Geotechnical Engineer

Attachement: Preliminary Survey Boring Location Plan (proposed)

F:\Proposals 2011\1162-015\_017G Berry Hill Megapark Roadways\1162-015G Dewberry - Mega Park Con Road PRO.docx



 <b>FROEHLING &amp; ROBERTSON, INC.</b> <small>Engineering Stability Since 1882</small>	Date: February, 2012
	Scale: 1:4000
	Drawn: KHH
	Drawing No: 1
Mega Park Connector Road Dewberry & Davis Danville, Virginia	PRELIMINARY SURVEY BORING LOCATION PLAN

**Attachment D**  
**Shelly and Loy Proposal**



**BERRY HILL CONNECTOR ROAD - DANVILLE  
TECHNICAL APPROACH/COST**

**PHASE 1 -SENSITIVE RECEPTOR CLASSIFICATION/IMPACT-MITIGATION  
LIKELIHOOD - \$2,200**

Skelly and Loy will provide traffic noise analysis assistance to Dewberry for the Berry Hill Connector Road project in Pittsylvania County, Virginia. The first phase of the analysis will be the identification of sensitive noise receptors and classification of land use throughout the project corridors. The land use categories outlined in FHWA 23 CFR 772 and VDOT's noise analysis procedures will be used to delineate noise sensitive receptors adjacent to the proposed alignment. The appropriate noise impact criterion will be assigned to each land use. A write-up will be provided that discusses the quantity, type and impact threshold for the sensitive receptors identified in the study area. In addition, a qualitative analysis will be provided that outlines the likelihood of traffic noise impacts and mitigation. This information will be based upon distance from roadways, projected traffic, terrain and residential development density.

**PHASE 2 -NEPA NOISE ANALYSIS - \$15,000**

A project of this scope would require a quantitative traffic noise analyses to comply with State and Federal guidance. Skelly and Loy will provide a NEPA level traffic noise analysis for the Berry Hill Connector Road project in Pittsylvania County, Virginia. FHWA's Traffic Noise Model (TNM2.5) will be used to predict the acoustical environment, analyze noise impacted areas and sound barriers, if warranted. TNM input parameters will be developed by referencing digital terrain and topography data for roadways, barriers, receivers, ground cover zones, building rows, terrain lines, and tree zones. In regard to compiling input parameters for TNM models, we will reference digital data through CADD software. We will use aerial photographs to digitize tree zones and ground cover zones. All input parameters will be verified in the field. All work will be in accordance with 23 CFR 772 and the VDOT State Noise Abatement Policy (2011).

A technical report will be prepared according to VDOT guidelines. In addition, a brief synopsis of the analysis results will be prepared for inclusion into the NEPA document.

**Attachment E**  
**Ramey Kemp & Associates' Proposal**

February 3, 2012

Mr. Jeremy Beck, P.E.  
Dewberry  
8401 Arlington Boulevard  
Fairfax, VA 22031  
Phone: (703) 849-0168

Reference: Berry Hill Mega Park  
Pittsylvania County, Virginia

Dear Mr. Beck,

Ramey Kemp & Associates of Richmond, Inc. (RKAR) is pleased to provide you with this proposal to perform traffic engineering services to assist you with the master planning efforts for the Berry Hill Mega Park in Pittsylvania County, Virginia.

We understand that a Traffic Impact Analysis (TIA) was performed for this site, and was revised in October 2010. Our understanding is that an addendum to the TIA is needed along with a detailed analysis of the interchanges on US 58 (Danville Expressway) at Martinsville Highway, the Connector Road, and US 29. This proposal summarizes our proposed scope of work based on the RFP and our recent correspondence. The enclosed fee estimate is based upon the assumed scope. If the scope changes during the project, we will provide a supplemental scope and fee estimate.

**TASK 1 – ADDENDUM TO THE TIA:**

- 1) We will participate in one conference call with you and the project team to gather information about the existing roadways and proposed development plans, and to review the results of the revised TIA.
- 2) Determine site traffic and / or roadway improvements from any future developments that could impact the study area prior to build out of the proposed development.
- 3) This scope assumes that four existing intersections will be considered for capacity analysis. Due to the proximity of the US 58 interchange ramps to Vandola Church Road, the analysis needs to include the interchange ramps to evaluate queuing between these closely-spaced intersections on the Connector Road.

We anticipate the intersections to be studied will consist of:

- Connector Road at US 58 Eastbound Ramps
- Connector Road at US 58 Westbound Ramps
- Connector Road at Vandola Church Road
- Vandola Drive at Vandola Church Road

Additional intersections are beyond the scope of this proposal and will be considered extra work.

- 4) We will conduct peak hour turning movement counts at the two study intersections on Vandola Church Road during the following times:
- Weekday AM peak hour (7:00 – 9:00 AM)
  - Weekday Mid-day peak hour (11:00 AM to 2:00 PM)
  - Weekday PM peak hour (4:00 – 6:00 PM)
  - Saturday peak hour (11:00 AM to 2:00 PM)

We are assuming that the AM and PM peak hour counts performed for the TIA can be reused and factored up if necessary to balance with the new counts at Vandola Church Road. The TIA did not include weekday mid-day or Saturday mid-day peak hour counts at the US 58 interchange ramps, so we will conduct counts at the interchange ramps during those times.

Additional peak period counts and / or additional intersection counts are beyond the scope of this proposal and will be considered extra work.

- 5) Project existing traffic volumes to the analysis years using a compounded growth rate determined from historical traffic counts, or as determined by governmental agencies.
- 6) Utilizing site trip distribution percentages, assign site traffic to the study intersections.
- 7) Sum the background traffic with the primary site traffic to determine the combined traffic conditions that can be expected for the 2015 and 2025 build-out phases.
- 8) Intersection levels-of-service will be determined at all study intersections utilizing Synchro 7.0 software. All study intersections will be analyzed under the following traffic scenarios:
- Existing (2012) traffic conditions
  - Future (2015) traffic conditions
  - Future (2025) traffic conditions

Studying additional traffic scenarios or peak hours are beyond the scope of this proposal and will be considered extra work.

- 9) We will obtain collision data from VDOT for the study intersections for the most recent 36 months. We will summarize the collision data and compare it to average collision rates for similar facilities.

- 10) Prepare the TIA addendum report documenting the study findings with graphics and an appendix of supporting data. Provide a draft copy to the Client for review. Upon Client approval, submit copies of the report to VDOT for their review and comments.
- 11) We will attend one meeting with VDOT to review their comments on the analysis. If necessary, we will address one round of VDOT review comments, and resubmit the final TIA report.

**TASK 2 – INTERCHANGE ANALYSIS:**

- 12) We will coordinate with VDOT to gather background information and discuss the analysis approach. We are assuming that VDOT will provide current mainline traffic volumes along US 58.
- 13) We will perform tube counts on the existing interchange ramps and loops needed to perform the merge and weave analyses at the following interchanges:
  - US 58 at Martinsville Highway
  - US 58 at Connector Road
  - US 58 at US 29

The tube counts will be performed over a period of several days so we collect data for an entire weekday and a Saturday mid-day peak.

- 14) Project existing traffic volumes to the analysis years using a compounded growth rate determined from historical traffic counts, or as determined by governmental agencies.
- 15) Utilizing site trip distribution percentages, assign site traffic to the interchange ramps and loops.
- 16) Sum the background traffic with the primary site traffic to determine the combined traffic conditions that can be expected for each build-out phase.
- 17) Interchange ramp and weave levels-of-service will be determined utilizing the Highway Capacity Software Plus (HCS+) package for the following:
  - US 58 at Martinsville Highway – Existing configuration
  - US 58 at Connector Road – Existing configuration plus two alternatives
  - US 58 at US 29 – Existing configuration

All study ramps and weaves will be analyzed for the projected 2040 traffic conditions. Studying additional traffic scenarios or peak hours are beyond the scope of this proposal and will be considered extra work.

- 18) We will obtain collision data from VDOT for all three interchanges for the most recent 36 months. We will summarize the collision data and compare it to average collision rates for similar facilities.

- 19) Prepare a summary report documenting the study findings with graphics and an appendix of supporting data. Provide a draft copy to the Client for review. Upon Client approval, submit copies of the report to VDOT for their review and comments.
- 20) We will attend one meeting with VDOT to review their comments on the analysis. If necessary, we will address one round of VDOT review comments, and resubmit the final report.

**FEE SUMMARY:**

<b>TASK 1 – ADDENDUM TO TIA</b>	<b>\$19,000</b>
<b>TASK 2 – INTERCHANGE ANALYSIS</b>	<b>\$30,000</b>
<hr/>	
<b>TOTAL</b>	<b>\$49,000</b>

We propose to provide the professional services listed above on a **lump sum basis**. This Fee is valid for a period of up to 30 days. Any extra work items will be billable at the RKAR billing rates that are current at the time the extra work is identified. Extra work is defined as any work item not included in the scope of services that is requested by the Client, and will be identified either in writing or by verbal communication, if requested by the Client.

**ADDITIONAL SERVICES:**

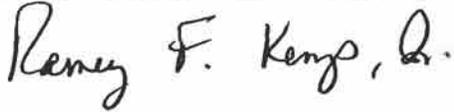
The following traffic engineering services are outside the above scope and have been excluded from the fee estimate. However, if required by Pittsylvania County or if requested by you, we offer the following additional services:

- Additional traffic counts
- Additional meetings
- Traffic signal warrant analysis
- Public hearings
- Environmental Assessment
- Noise studies
- Additional traffic capacity analysis
- Traffic signal design
- Engineer’s Opinion of Probable Construction Cost
- Roadway design
- Air quality analysis
- Environmental Impact Statement

Mr. Jeremy Beck, P.E.  
Page 5 of 5

If you find this letter of agreement acceptable, please sign below and return a copy to me. We appreciate you contacting us and we look forward to working with you on this project.

Sincerely yours,  
*Ramey Kemp & Associates of Richmond, Inc.*



Ramey F. Kemp Jr., P.E., PTOE  
Principal-in-Charge

Invoices are due and payable no later than 30 days from the invoice date. All invoices not paid in full when due shall bear interest at the rate of one and one-half percent (1 ½%) per month until paid. All of RKAR's cost of collection, including reasonable attorneys' fees and cost, shall be paid by the Client.

**Dewberry**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
(Sign) (Print)

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



*Mega Park - Danville, VA*  
*Task 1 - TIA Addendum*  
*February 3, 2012*

**FEE ESTIMATE**

TASK	Principal	Senior Engineer III	Transportation Associate I	Traffic Counter
1 ) Conference call with Client	3	3		
2 ) Background data collection		2	5	
3 ) Traffic Counts			8	80
4 ) Traffic Calculations		2	8	
5 ) Capacity Analysis		4	18	
6 ) Collision Data Analysis		4	10	
7 ) Report Summarizing Findings	2	8	24	
8 ) Meeting with VDOT	6	6		
9 ) Response to VDOT Comments	2	8	16	
Total Hours	13	37	89	80
Labor Rates	\$180.00	\$130.00	\$80.00	\$40.00
Direct Labor Cost	\$2,340.00	\$4,810.00	\$7,120.00	\$3,200.00
Estimated Direct Labor Cost				\$17,470.00
Direct Expenses (Travel, meals, etc.)				\$1,000.00
Direct Expenses (Printing, shipping, etc.)				\$500.00
Total Estimated Cost				<b>\$18,970.00</b>

*Mega Park - Danville, VA  
 Task 2 - Interchange Analysis  
 February 3, 2012*

**FEE ESTIMATE**

TASK	Principal	Senior Engineer III	Transportation Associate I	Traffic Counter
1 ) Conference call with Client	3	3		
2 ) Background data collection		4	8	
3 ) Traffic Counts			12	55
4 ) Traffic Calculations		4	16	
5 ) Interchange Analysis	3	10	30	
6 ) Collision Data Analysis		8	24	
7 ) Report Summarizing Findings	4	12	25	
8 ) Meeting with VDOT	6	6		
9 ) Response to VDOT Comments	5	10	30	
Total Hours	21	57	145	55
Labor Rates	\$180.00	\$130.00	\$80.00	\$40.00
Direct Labor Cost	\$3,780.00	\$7,410.00	\$11,600.00	\$2,200.00
Estimated Direct Labor Cost				\$24,990.00
Direct Expenses (Travel, meals, etc.)				\$2,500.00
Direct Expenses (Printing, shipping, etc.)				\$2,500.00
Total Estimated Cost				<b>\$29,990.00</b>

**Attachment F**  
**Accumark Subsurface Utility Services' Proposal**



February 3, 2012

Mr. Jeremy J. Beck  
Dewberry  
8401 Arlington Blvd.  
Fairfax Va. 22031-4666  
Phone: (703) 849-0465  
Email: [JBeck@Dewberry.com](mailto:JBeck@Dewberry.com)

Project Reference: Mega Park Connector Road – Danville, VA

### **Scope**

For this project perform utility designating and test hole excavation in compliance with Quality Level B and A, respectively, as defined in CI/ASCE 38-02, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*, hereinafter referred to as Standard 38-02. Known about non-locatable utilities shall be added to the designating mapping at Quality Level "C" or "D", as deemed appropriate.

### **Standard Procedures - Designating**

Accumark personnel will contact the client, facility and utility owning agencies, as deemed appropriate, in order to request and acquire records of the existing underground facilities. Utility record information will be used as an aid in the identification of the number, identity, size and material of utilities located in the field. Records will not be used as a substitute for actual geophysical location unless the system cannot be verified electronically using industry standard techniques for this level of investigation.

Contact will be made with the client to acquire base topography. Drawings will be converted to AutoCAD if not already in that format for use as designating field sheets and cad background reference.

Designators will draft field sheets that show the location, trend and configuration of utilities detected. Field sheets will show all scoped underground utility surface features and lines, and will be prepared with color to differentiate the utility systems. Utilities will be annotated with size and material where available. Project specific field notes will be shown as deemed appropriate.

Upon authorization to proceed, survey personnel will contact the client to acquire survey control information. Reconnaissance will be performed to locate control monuments throughout the site. GPS survey will be used where coverage allows. Local runs with conventional survey equipment will be used where GPS coverage is inadequate.

A final review will be performed in the field for this project. This quality assurance – quality control function (QA/ QC) involves taking final review plots to the project site. The review plots are prepared by showing the designated utilities and surface features on a gray topographic background. At the site (the final review) the Senior Project Manager will check the work of the designators, surveyors and cad people by comparing plotted utilities to record information, field sheets and the paint mark out.

### **Standard Procedures – Test Holes**

Test holes will be performed by air vacuum excavation or other non-destructive techniques at locations yet to be determined. One call notification and excavation permits will be made prior to test hole excavation.

The test holes will be staked at the site by in-house personnel utilizing a tape or survey instrument as deemed necessary. Test hole openings will be a minimum 8" x 8" and typically not larger than 12" x 12". Excavation will proceed to expose the utility in a careful manner with the utmost concern for the safety of personnel, the public and surrounding property. A field test hole form will be completed for each excavation and will contain at a minimum parameters required by the Standard 38-02, which include: depth to the utility, outside diameter, duct systems such as electrical and telecommunication, top, bottom and width will be documented, height of conduits or encasement, utility material, pavement type/ thickness and general soil type.

A permanent marker will be placed over a reference point on the utility flush with grade. Typically this reference point is the centerline of pipes or the edge of concrete structures. A minimum of three (3) ties will be taken to the permanent marker. The depth to the reference point on the utility will also be measured plumb to the permanent marker.

The excavation will be backfilled utilizing excavated materials. Pavement restoration will be made with a high epoxy content bituminous cold patch and will be guaranteed for a minimum of one (1) year. It is not anticipated that hot patch will be required for this work.

Test hole permanent markers will be located using conventional survey equipment. The test hole markers will be directly located to provide horizontal and vertical coordinates for the locations relative to the project coordinate system.

### **CAD**

Accumark will provide computer drafting in MicroStation. Accumark will use VDOT cad standards, unless cad standards of others are provided and accepted at the time of this proposal preparation.

### **Limitations**

This service will be provided with due diligence and in a manner consistent with standards of the subsurface utility mapping industry. Every reasonable effort will be made to locate all systems of interest whether indicated on records available to us or not. However, we do not guarantee that all existing utility systems can or will be detected. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on records made available to us. Further, this service is not intended to detect non-utility structures such as, but not limited to: foundations, irrigation systems, septic systems, wells, tunnels, concrete or metal structures, or the true size and limits of subsurface utility vaults and manholes. Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation.

The mapping services will reflect interpretation of electronic data collaborated with record and visual indications. Professional judgment will be used to reflect the underground utilities with the intended utmost accuracy and comprehensiveness. The results may be affected by numerous site conditions, including but not limited to utility materials, joint types, fittings, density of underground utilities, interference with above ground conductors and soil characteristics. There is no guarantee that all facilities can be found and shown.

Every reasonable attempt will be made to find, locate and map all active and abandoned underground utilities at Quality Level "B" of the Standard 38-02. All non-locatable utilities that are shown on record or learned about from verbal recollections or otherwise will be shown at Quality Levels "C" or "D" of the Standard 38-02. In addition, an effort will be made to learn the existence of non-locatable and non-recorded utilities that we may become aware of due to the presence of site features or otherwise. Those findings will be noted and provided to the client. The intent of the service is to map all underground utilities, included in the scope, active or abandoned, and Accumark carries professional liability insurance for possible claims related to engineering redesign, construction delays and contractor's work orders in the event we are responsible for a negligent error or omission. Our work does not relieve the users of our drawings from contacting the one call protection office and we are typically not responsible for the damage of utilities caused by others due to the responsibilities borne on utility owning agencies and the one call system.

The diameter of most pipes greater than 24" cannot be recovered directly from a single test hole. The diameter of pipes less than 24" is determined by exposing half of the pipe or the entire pipe, as needed, and directly measuring the outside diameter with a rule to the nearest 1/2". If pipe diameter is critical on larger than 24" pipes, it may be necessary to perform additional holes. This type of investigation falls outside of the normal scope of test hole services.

### **Submittals**

The test hole submittal will include a Test Hole Inventory and Test Hole Forms.

### **Exclusion**

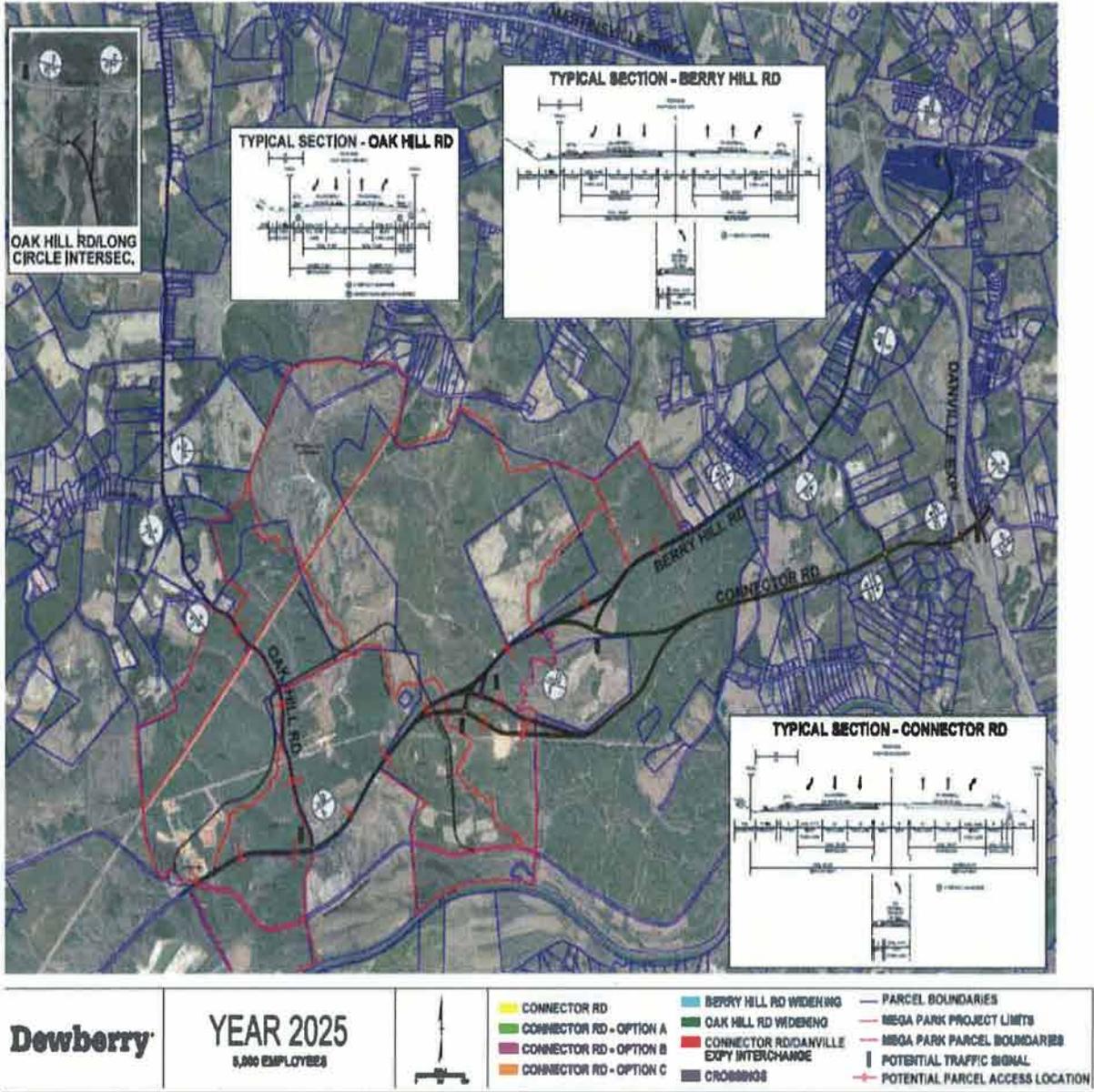
The scope of this proposal does not include the use of ground penetrating radar (GPR). This equipment if used will be at the discretion of Accumark for specific instances.

### **Project Schedule**

QL-A Service will be depending permitting and other notifications will that must take place following authorization to proceed. Field work will be scheduled following receipt of permit. QL-B will start within 10 business days of NTP.

**Project Limits**

See below for project limits.



**Project Fee Schedule:**

**Connector Road:**

<b>Direct Labor</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total</b>
Senior Project Manager - P.E./L.S	\$112.00	5	\$560.00
Field Project Manager	\$72.20	12	\$866.40
Utility Locating Technician - 1 (Designation)	\$62.91	36	\$2,264.76
Utility Locating Technician - 2 (Designation)	\$62.91	36	\$2,264.76
Utility Locating Technician - 1 (Location)	\$62.91	20	\$1,258.20
Utility Locating Technician - 2 (Location)	\$62.91	20	\$1,258.20
CAD Technician	\$51.26	18	\$922.68
Records Research	\$73.22	9	\$658.98
Administrative	\$54.68	8	\$437.44
<b><u>Total Fee:</u></b>			<b><u>\$10,491.42</u></b>

**Optional: Connector Road Options A, B & C**

<b>Direct Labor</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total</b>
Senior Project Manager - P.E./L.S	\$112.00	3	\$336.00
Field Project Manager	\$72.20	9	\$649.80
Utility Locating Technician - 1 (Designation)	\$62.91	24	\$1,509.84
Utility Locating Technician - 2 (Designation)	\$62.91	24	\$1,509.84
Utility Locating Technician - 1 (Paint)	\$62.91	14	\$880.74
Utility Locating Technician - 2 (Paint)	\$62.91	14	\$880.74
CAD Technician	\$51.26	12	\$615.12
Records Research	\$73.22	6	\$439.32
Administrative	\$54.68	6	\$328.08
<b><u>Total Fee:</u></b>			<b><u>\$7,149.48</u></b>

**Test Hole Unit Rate:**

<b>Unit Cost Per Test Hole</b>	<b>Amount</b>	<b>Project Estimate</b>	<b>Total</b>
0.0' - 4.0'	\$640.12	0	\$0.00
4.01' - 6.0'	\$729.74	2	\$1,459.48
6.01' - 8.0'	\$831.90	2	\$1,663.80



**Attachment G**  
**Browning & Associates, Ltd.'s Proposal**



**Lyle E. Browning, RPA**

Browning & Associates, Ltd., 2240 Chartstone Drive, Midlothian, VA 23113  
804-379-1666 ◊ 804-357-2959 mobile ◊ lebrowning@att.net

February 3, 2012

Mr. Shawn Harden, PE  
Associate  
Department Manager  
Dewberry  
551 Piney Forest Road  
Danville, VA 24540

Dear Mr. Harden,

Attached is an estimate for performing the Phase I Survey on the 18,000 foot long by 400 foot wide connector road between the Danville Bypass and the Berry Hill Megapark. The total acreage is a little over 165. This is based upon having to dig every shovel test. Once we see the detailed contour maps and can eliminate areas due to various factors, the time should come down.

Should you have any questions, please advise.

Sincerely yours,

Lyle E. Browning  
President

**Connector Phase I Survey**

<b>Total Estimate</b>		<b>24940.40</b>
<b>Fee Base</b>	66	20400.00
<b>Non-Salary Direct</b>		4540.40

Task	Time (Days)	Cost
<b>Task Itemization</b>	<b>Total</b>	<b>20400.00</b>
Background Research	0	0.00
Field Survey-PI	3	2400.00
Architectural Historian	1	800.00
Field Survey-Crew	54	10800.00
Artifact Processing & Analysis	2	1600.00
DHR Site Forms	1	800.00
Report Preparation	5	4000.00
<b>Non-Salary Direct Expenses</b>	<b>Total</b>	<b>4540.40</b>
Mileage		1478.40
Accommodation		700.00
Per Diem		2262.00
Equipment & Materials		50.00
Photography, Phone, Photocopy		50.00
Miles		2688.00

**Attachment H**  
**Reynolds-Clark Development, Inc.'s Proposal**



February 21, 2012

Mr. Brian K. Bradner, P.E.  
Dewberry & Davis, Inc.  
551 Piney Forest Road  
Danville, VA 24540

**RE: Berry Hill Mega Park – Connector Road**  
Pittsylvania County, VA

Dear Brian:

Reynolds-Clark Development, Inc. (R-C) is pleased to submit a Proposal to provide professional engineering services for the proposed Berry Hill Mega Park Connector Road in Pittsylvania County, VA. Our understanding of the project and our proposed scope of services are described below.

### **UNDERSTANDING OF THE PROJECT**

We understand that the Danville Pittsylvania Regional Industrial Facilities Authority (RIFA) owns the Berry Hill Mega Park in Pittsylvania County, and that a Connector Road has been approved to provide access directly from the Danville Expressway through the Oak Ridge Farms Road Interchange. The connection includes upgrades to Oak Hill Road and Berry Hill Road. We have been notified that Dewberry was selected to provide the services as detailed in the Berry Hill Mega Park Connector Road project. It is our understanding that R-C will be a sub-contractor for a portion of this work.

Our portion of the work is to include assistance with the highway design and assistance with the final construction plans. We understand that Dewberry will provide the topographic and control information needed to design this project in AutoCAD format, as well as the limits of right-of-way, wetlands, and streams.

### **SCOPE OF SERVICES**

Based on our present knowledge of the project, R-C proposes to provide the following scope of services. Any item not contained in the following scope of services will be deemed additional services and will be billed accordingly.

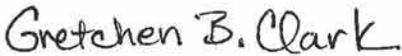


**SPECIAL CONDITIONS AND QUALIFICATIONS**

1. Any items not specifically described in our Scope of Services above are not included in this proposal.
2. Should the scope of services as described above increase, Reynolds-Clark Development, Inc. would negotiate additional fees for services beyond those originally proposed.
3. The actual re-location costs of private utilities have been assumed to be the responsibility of the LPA and have not been included in this proposal.
4. This proposal does not include environmental or material testing services of any nature. Fees for these services can be negotiated upon request.
5. This proposal does not include construction administration nor construction inspections services. Fees for these services can be negotiated upon request.
6. This proposal does not include the actual preparation of easement plats.

Again, we appreciate the opportunity to submit a proposal for this project. Please do not hesitate to call if you have any questions or wish to discuss this proposal further.

Sincerely,  
Reynolds-Clark Development, Inc.



Gretchen B. Clark, P.E.  
President



Timothy C. Reynolds, P.E.  
Vice President

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

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Print (type) Individual, Firm, or Corporation

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Signature of Authorized Representative

Date

---

Print (type) Name of Authorized Representative

*Proposal\Mega Park Connector Road\_Dewberry\022112*

**Attachment I**  
**VDOT's IIM-LD-200.4**

VIRGINIA DEPARTMENT OF TRANSPORTATION

**LOCATION AND DESIGN DIVISION**

**INSTRUCTIONAL AND INFORMATIONAL MEMORANDUM**

GENERAL SUBJECT: INTERSTATE and NON-INTERSTATE SYSTEMS (IJR / IMR)	NUMBER: IIM-LD-200.4
SPECIFIC SUBJECT: DEVELOPMENT OF JUSTIFICATION FOR ADDITIONAL OR REVISED ACCESS POINTS: CREATION OF INTERCHANGE JUSTIFICATION / MODIFICATION REPORTS	DATE: JANUARY 20, 2011
	SUPERSEDES: IIM-LD-200.3
DIVISION ADMINISTRATOR APPROVAL:	Mohammad Mirshahi, P.E. State Location and Design Engineer Approved January 20, 2011

Changes are shaded.

CURRENT REVISION

- This memorandum has been updated in accordance with revisions to federal regulations and issuance of FHWA's "Interstate System Access Information Guide (8/31/10).

EFFECTIVE DATE

- These instructions are effective for all IJR's and IMR's scoped on or after 2/1/11.

PURPOSE OF POLICY

- This IIM sets forth the federal and state requirements and processes to be utilized by all applicants in the development of an interchange proposal [Interchange Justification Report (IJR) or Interchange Modification Report (IMR)] requesting a new or modified interchange for any new or modified limited access facility (interchange) on both interstate and non-interstate roadways.

- This policy adheres to the current VDOT/FHWA approved Efficiencies Agreement, which defines oversight responsibilities with regard to Interstate and NHS Non-Interstate Access Approvals.
- It is essential to require full compliance with these requirements and processes listed herein to allow for Departmental consideration of any interchange proposal. However, such compliance alone does not ensure approval by VDOT or the Federal Highway Administration "FHWA". Each proposed request will be reviewed independently and a decision given based upon current VDOT and FHWA policies.

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## BACKGROUND

- All agreements between the Federal Highway Administration (FHWA) and VDOT for the construction of projects on the Interstate System contain a clause providing that the State will not add any points of access to, or exit from, the project in addition to those approved by FHWA in the plans for the project, without the prior approval of the FHWA Administrator.
- Due to the numerous requests by States for additional access to the Interstate System, the FHWA has clarified its policy and emphasized the need for justification in areas such as safety, traffic operations and coordination with land use. On November 9, 1989, FHWA issued a proposed policy statement for public comment in "the Federal Register". Based on comments received and further analysis, on October 22, 1990, FHWA issued its final policy statement. An additional policy statement was issued in the Federal Register on February 11, 1998.
- The Federal Register was updated on August 27, 2009 to reflect the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and to clarify the operational and safety impacts of interstate access. This information is available at: <http://www.fhwa.dot.gov/safetealu/>
- The August 31, 2010 FHWA Memorandum, "Interstate System access Information Guide" was issued to provide guidance on preparing access modifications for FHWA approval. This information is available at: <http://www.fhwa.dot.gov/design/interstate/pubs/access/access.pdf>

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## ABBREVIATIONS

U.S.C. - U.S. Code  
C.F.R. - Code of Federal Regulations  
H.C.M. - Highway Capacity Manual

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## SOURCES OF INFORMATION

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- Federal Highway Administration (FHWA, "Interstate System Access Information Guide, 8/31/10.
  - Authority: 23 U.S.C. 111; 49 CFR 1.48(b) (10)
  - Federal Highway Administration  
Additional Interchanges to the Interstate System  
Federal Highway Administration (FHWA), DOT.  
Notice of policy statement
  - Federal Register / Volume 74, No. 165 / August 27, 2009 / Notices (Interstates Only)
  - FHWA Policy Memorandum – Operational Analysis of the Access Point to the Interstate System, August 21, 2001.
  - Federal Register / Volume 63, No. 28 / February 11, 1998 / Notices
  - Federal Register / Volume 55, No. 204 / October 22, 1990 / Notices
- 

## POLICY

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Quoted from Federal Register, August 27, 2009, pages 43743-43746:

- It is in the national interest to preserve and enhance the Interstate System to meet the needs of the 21st Century by assuring that it provides the highest level of service in terms of safety and mobility. Full control of access along the Interstate mainline and ramps, along with control of access on the crossroad at interchanges, is critical to providing such service. Therefore, FHWA's decision to approve new or revised access points to the Interstate System must be supported by substantiated information justifying and documenting that decision. The FHWA's decision to approve a request is dependent on the proposal satisfying and documenting the following requirements:

***Policy Point 1: Need for the Access Point Revision***

- The need being addressed by the request cannot be adequately satisfied by existing interchanges to the Interstate, and/or local roads and streets in the corridor can neither provide the desired access, nor can they be reasonably improved (such as access control along surface streets, improving traffic control, modifying ramp terminals and intersections, adding turn bays or lengthening storage) to satisfactorily accommodate the design-year traffic demands (23 CFR 625.2(a)).

### ***Policy Point 2: Reasonable Alternatives***

- The need being addressed by the request cannot be adequately satisfied by reasonable transportation system management (such as ramp metering, mass transit, and HOV facilities), geometric design, and alternative improvements to the Interstate without the proposed change(s) in access (23 CFR 625.2(a)).

### ***Policy Point 3: Operational and Collision Analyses***

- An operational and safety analysis has concluded that the proposed change in access does not have a significant adverse impact on the safety and operation of the Interstate facility (which includes mainline lanes, existing, new, or

modified ramps, ramp intersections with crossroad) or on the local street network based on both the current and the planned future traffic projections. The analysis shall, particularly in urbanized areas, include at least the first adjacent existing or proposed interchange on either side of the proposed change in access (23 CFR 625.2(a), 655.603(d) and 771.111(f)). The crossroads and the local street network, to at least the first major intersection on either side of the proposed change in access, shall be included in this analysis to the extent necessary to fully evaluate the safety and operational impacts that the proposed change in access and other transportation improvements may have on the local street network (23 CFR 625.2(a) and 655.603(d)). Requests for a proposed change in access must include a description and assessment of the impacts and ability of the proposed changes to safely and efficiently collect, distribute and accommodate traffic on the Interstate facility, ramps, intersection of ramps with crossroad, and local street network (23 CFR 625.2(a) and 655.603(d)). Each request must also include a conceptual plan of the type and location of the signs proposed to support each design alternative (23 U.S.C. 109(d) and 23 CFR 655.603(d)).

### ***Policy Point 4: Access Connections and Design***

- The proposed access connects to a public road only and will provide for all traffic movements. Less than "full interchanges" may be considered on a case-by-case basis for applications requiring special access for managed lanes (e.g., transit, HOVs, HOT lanes) or park and ride lots. The proposed access will be designed to meet or exceed current standards (23 CFR 625.2(a), 625.4(a)(2), and 655.603(d)).

### ***Policy Point 5: Land Use and Transportation Plans***

- The proposal considers and is consistent with local and regional land use and transportation plans. Prior to receiving final approval, all requests for new or revised access must be included in an adopted Metropolitan Transportation Plan, in the adopted Statewide or Metropolitan Transportation Improvement Program (STIP or TIP), and the Congestion Management Process within transportation management areas, as appropriate, and as specified in 23 CFR part 450, and the transportation conformity requirements of 40 CFR parts 51 and 93.

***Policy Point 6: Future Interchanges***

- In corridors where the potential exists for future multiple interchange additions, a comprehensive corridor or network study must accompany all requests for new or revised access with recommendations that address all of the proposed and desired access changes within the context of a longer-range system or network plan (23 U.S.C. 109(d), 23 CFR 625.2(a), 655.603(d), and 771.111).

***Policy Point 7: Coordination***

- When a new or revised access point is due to a new, expanded, or substantial change in current or planned future development or land use, requests must demonstrate appropriate coordination has occurred between the development and any proposed transportation system improvements (23 CFR 625.2(a) and 655.603(d)).
- The request must describe the commitments agreed upon to assure adequate collection and dispersion of the traffic resulting from the development with the adjoining local street network and Interstate access point (23 CFR 625.2(a) and 655.603(d)).

***Policy Point 8: Environmental Processes***

- The proposal can be expected to be included as an alternative in the required environmental evaluation, review and processing. The proposal should include supporting information and current status of the environmental processing (23 CFR 771.111).

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**POLICY STATEMENT IMPACT**

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- The policy statement summarizes and clarifies FHWA policy and guidance for the justification and documentation needed for requests to add or revise access to the existing Interstate System. Specifically, the policy statement emphasizes the need for clear and convincing justification based on adequate information in areas such as safety, traffic operations, planning and environmental processing. VDOT has adopted the same guidance for all projects that require VDOT only final approval. The policy statement will not impose any additional reporting or record keeping requirements on VDOT. The scale and complexity of documentation required for requests to add or revise access to an existing situation (Interstate or non-Interstate) varies with the scope of the proposed revision.

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## TYPES OF PROPOSALS

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- Providing a New Interchange to a Limited-Access Facility
  - Interchange Justification Report - An operational analysis prepared in accordance with both VDOT and FHWA guidelines for any proposed new interchange. The IJR process applies to all access additions and FHWA's approval is required on all interstate projects greater than \$1.0 million in construction cost and all NHS Non-Interstate projects greater than \$25.0 million in construction costs (with federal participation). IJRs on the Interstate require that all eight policy points (shown in the "Policy" section above) must be addressed. The level of effort necessary to adequately address each point varies based upon the complexity of the proposal. The level of effort will be set and agreed upon in the scoping meeting and scoping document. For non-Interstate IJRs, the scope approval outlines which of the policy points will be addressed and the level of analysis required.
  - Some examples of IJRs are shown below:
    - New Interstate-to-Interstate interchange
    - Major modification of Interstate-to-Interstate interchange configuration, e.g., adding new ramps, abandoning/removing ramps, completing basic movements
    - New partial interchange or new ramps to/from a continuous frontage road, resulting in a partial interchange
    - New Interstate-to-crossroad interchange
    - Modification of existing Interstate-to-crossroad interchange configuration
    - Completion of basic movements at an existing partial interchange
    - Abandonment of ramps or interchanges
- Modification to an Existing Interchange
  - Interchange Modification Report (IMR) - An operational analysis, prepared in accordance with both VDOT and FHWA guidelines. The IMR addresses Interstate access point changes that are needed to improve operations and safety of an existing interchange. The IMR process applies to access changes on the Interstate System and interchange changes on the non-Interstate system. IMRs on the Interstate require that all eight policy points (shown in the "Policy" section above) be addressed. The level of effort necessary and the specific points will be addressed and approved in the project scope. This will also apply to non-Interstate IMRs.

- Some examples of IMRs are shown below:
  - Changing a single lane exit to a dual lane exit. However, should VDOT or FHWA have a concern about merge, diverge or weaving operations with an adjacent interchange, additional information may be necessary.
  - Ramp metering, ramp HOV bypass lanes and potentially other travel demand management strategies intended for use on an existing interchange.
  - Minor adjustment of an existing ramp terminal at the Interstate connection for safety or operational purposes. As stated above, potential interaction with an adjacent interchange could require additional information.
  - Increasing the capacity of ramp segments, provided the merge to the existing ramp cross section occurs a sufficient distance from the existing entry point with the Interstate such that the operating conditions of the Interstate are not impacted.
  - ⑥ Modifications of the ramp termini at the crossroad. This includes accommodating crossroad widening, change ramp lane configurations, installation/modification of traffic control devices, ~~addition of a turn lane from the crossroad to the ramp or other modification to the ramp/crossroad intersection configuration.~~
  - Extending an existing entrance ramp to become an auxiliary lane ending at the next adjacent downstream interchange. This condition has the potential to require additional information.
  - Extension of a deficient acceleration lane, deceleration lane or recovery lane at the Interstate connection point.
  - Bridge modifications/replacement that change the geometrics of the Interstate or crossroad.
  - Replacement or modification of an interchange "in-kind" to accommodate an Interstate widening project.

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## APPLICATION

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Quoted from the Federal Register, August 27, 2009:

- This policy is applicable to new or revised access points to existing Interstate facilities regardless of the funding of the original construction or regardless of the funding for the new access points. This includes routes incorporated into the Interstate System under the provisions of 23 U.S.C. 103(c)(4)(A) or other legislation.

- Routes approved as a future part of the Interstate system under 23 U.S.C. 103(c)(4)(B) represent a special case because they are not yet a part of the Interstate System. Since the intention to add the route to the Interstate System has been formalized by agreement, any proposed new or significant changes in access beyond those covered in the agreement, regardless of funding, must be approved by the FHWA.
  - This policy is not applicable to toll roads incorporated into the Interstate System, except for segments where Federal funds have been expended or these funds will be used for roadway improvements, or where the toll road section has been added to the Interstate System under the provisions of 23 U.S.C. 103(c)(4)(A). The term "segment" is defined as the project limits described in the Federal-aid project agreement.
  - Each break in the control of access to the Interstate System right-of-way is considered to be an access point. For the purpose of applying this policy, each entrance or exit point, including "locked gate" access, is considered to be an access point. For example, a diamond interchange configuration has four access points.
  - Ramps providing access to rest areas, information centers, and weigh stations within the Interstate controlled access are not considered access points for the purpose of applying this policy. These facilities shall be accessible to vehicles only to and from the Interstate System. Access to or from these facilities and local roads and adjoining property is prohibited. The only allowed exception is for access to adjacent publicly owned conservation and recreation areas, if access to these areas is only available through the rest area, as allowed under 23 CFR 752.5(d).
  - Generally, any change in the design of an existing access point is considered a change to the interchange configuration, even though the number of actual points of access may not change. For example, replacing one of the direct ramps of a diamond interchange with a loop, or changing a cloverleaf interchange into a fully directional interchange would be considered revised access for the purpose of applying this policy.
- All requests for new or revised access points on completed Interstate highways must closely adhere to the planning and environmental review processes as required in 23 CFR parts 450 and 771. The FHWA approval constitutes a Federal action and, as such, requires that the transportation planning, conformity, congestion management process, and the National Environmental Policy Act procedures be followed and their requirements be satisfied. This means the final FHWA approval of requests for new or revised access cannot precede the completion of these processes or necessary actions.
- To offer maximum flexibility, however, any proposed change in access can be submitted by a State DOT to the FHWA Division Office for a determination of engineering and operational acceptability. This flexibility allows agencies the option of obtaining this acceptability determination prior to making the required modifications to the Transportation Plan, performing any required conformity analysis, and completing the environmental review and approval process. In this manner, State DOTs can

determine if a proposal is acceptable for inclusion as an alternative in the environmental process. This policy in no way alters the planning, conformity or environmental review and approval procedures as contained in 23 CFR parts 450 and 771, and 40 CFR parts 51 and 93.

- An affirmative determination by FHWA of engineering and operational acceptability for proposals for new or revised access points to the Interstate System should be reevaluated whenever a significant change in conditions occurs (e.g., land use, traffic volumes, roadway configuration or design, environmental commitments). Proposals shall be reevaluated if the project has not progressed to construction within 8 years of receiving an affirmative determination of engineering and operational acceptability (23 CFR 625.2(a)). If the project is not constructed within this time period, an updated justification report based on current and projected future conditions must be submitted to FHWA to receive either an affirmative determination of engineering and operational acceptability, or final approval if all other requirements have been satisfied (23 U.S.C. 111, 23 CFR 625.2(a), and 23 CFR 771.129).

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## IMPLEMENTATION PROCESS

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- **Applicant Responsibilities**
  - Prior to proceeding with a detailed analysis for a potential new or revised access point, the applicant must validate two items:
    - (1) Is the access supported by the local/municipal government?
    - (2) Is the access supported by VDOT?

With positive endorsement from these two entities, the applicant study can move forward to assess the need for the access point and determine economic justification.

An applicant may be an office within VDOT (District), a local government, an authority (toll authority, etc.) or a private developer. The applicant is responsible for all preliminary work. This work includes, but is not restricted to, the following: collecting all data, providing the Department with sufficient and appropriate documentation for the need of such a proposal, all engineering and operational analyses required for approval authority (VDOT/FHWA) to provide an informative decision on the proposal.

The Applicant must specifically:

- Reach agreement with VDOT/FHWA on the scope of work through a mandatory scoping meeting prior to initiating work, as well as an approved scope document. The scope will include (at a minimum) the following:

- Assumptions used in the IJR/IMR
  - Existing and proposed geometrics
  - Proposed traffic analysis tools and approach
  - Study area
  - Peak periods for analysis
  - Traffic and crash data
  - Design year
  - Opening year
  - Travel demand forecasts
  - Baseline conditions
  - Design year conditions
  - Policy points to be utilized and level of detail for each one
- Develop the preliminary interchange proposal containing all analyses and documentation agreed upon by VDOT/FHWA
  - Respond (in a timely fashion as specified by VDOT and/or FHWA) to all comments for corrections, requests for additional information and analysis and document revisions
  - Develop a final interchange proposal that includes all VDOT/FHWA approved comments and revisions

- **VDOT Responsibilities**

VDOT will coordinate with the applicant, participate in scoping meetings, provide review and comments on all interchange proposal submittals, provide technical and policy guidance and provide all coordination with FHWA. Upon finding all information within the proposal satisfactory, VDOT will consider approving the document and forwarding to FHWA for their review and possible approval. The VDOT approval process will adhere to the most up to date version of the Federal Efficiencies Agreement and generally follow the following steps:

- FHWA approval is required on all Interstate projects greater than \$1.0 million in construction cost and all NHS Non-Interstate projects greater than \$25 million in construction costs (with federal participation).
- Applicant will submit information to the appropriate District Location and Design Engineer for review by the appropriate disciplines.
- All traffic operations and crash analysis will be reviewed and recommended for approval by the Regional Traffic Engineer.
- District Location and Design Engineer will either recommend approval or deny the submittal. A recommendation for approval will be forwarded to the State Location and Design Engineer in the Central Office for final review. All requests that are denied will be provided back to the requestor for further review and work or denied outright.

- Upon receiving recommendation for approval from the District L & D Engineer, the State Location and Design Engineer will then either recommend approval to VDOT's Chief Engineer or deny approval and return to applicant for possible resubmission.
- Upon approval by the Chief Engineer, VDOT will forward to FHWA for their review and request engineering and operational acceptability.
- Please review FHWA's "Interstate System Access Information Guide" for approximate processing times by FHWA.

For those projects that only require VDOT approval (Interstate with construction costs of \$1.0 million or less, NHS Non-Interstate with construction costs of \$25.0 million or less and all Non-NHS projects), the approval process is as follows:

- The District Location and Design Engineer is responsible for coordination of the final product and review by all functional disciplines
- District Location and Design Engineer will review the package with input from other VDOT disciplines and provide a final recommendation to the State Location and Design Engineer.
- All traffic operations and crash analysis will be reviewed and recommended for approval by the Regional Traffic Engineer.
- The State Location and Design Engineer will review the package and either provide a recommendation of approval to the Chief Engineer, send back to the District Location and Design Engineer for further work or deny the request.
- Final VDOT approval of the request rests with the VDOT Chief Engineer.

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## REQUEST PROCEDURES

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- State DOTs are required to submit requests for proposed changes in access to their FHWA Division Office for review and action under 23 U.S.C. 106 and 111, and 23 CFR 625.2(a). The FHWA Division Office will ensure that all requests for changes in access contain sufficient information, as required in this policy, to allow FHWA to independently evaluate and act on the request.
  - **Report Organization**
    - The Contents of Request shall follow the format shown below. Please reference FHWA's "Interstate System Access Information Guide" for specific information.
- Executive Summary**
- Describe the access point revision being submitted and why it is needed.
  - Brief summary of the report

**I. Introduction:**

- a. **Background**
- b. **Purpose**
- c. **Project Location**

**II. Methodology:**

- a. **Summarize the methodology and all assumptions used to develop the request.**

**III. Existing Conditions:**

- a. **Demographics**
- b. **Existing Land Use**
- c. **Existing Roadway Network**
- d. **Alternative Travel Modes**
- e. **Interchanges**
- f. **Existing Data**
- g. **Operational Performance**
- h. **Existing Safety Conditions**
- i. **Existing Environmental Constraints**

**III. Alternatives Considered:**

**All alternatives that are considered should be included in the report documentation with evaluation results. At a minimum, the report shall include:**

- a. **No-Build Option - Analysis which demonstrates that the existing interchanges and/or local roads and streets in the corridor can neither provide the necessary access nor be improved to reasonably provide a satisfactory level of service (LOS) to accommodate the peak period Design Year traffic demands while at the same time providing the access intended by the proposal. The past three year crash trends indentifying high crash locations which warrant further assessment. Expected design year crashes and severity, using Highway Safety Manual (HSM) methodology where available, shall be documented. Related methods, such as FHWA's Interchange Safety Analysis Tool, may be used until applicable methods are included in the HSM.**
- b. **Build Options – Analysis which demonstrates that the Build Options provide the necessary access and no significant adverse impacts to the peak period LOS to satisfactorily accommodate the Design Year traffic demands. Design year build options expected crashes and severity will be compared to the No-Build Option using the Highway Safety Manual methods where applicable. Related methods, such as FHWA's Interchange Safety Analysis Tool, may be used until applicable methods are included in the HSM.**
- c. **Transportation System Management Options (i.e. HOV, ITS, Ramp Metering, Transit) have been assessed and provided for if currently justified, or provisions are included for accommodating such facilities if a future need is identified.**

- d. Description and Configuration of the existing and proposed interchange access show basic geometry of the proposed interchange. This can be accomplished by an arrow diagram showing the number of lanes for all movements, including ramps and interstate through lanes. (The proposed access must connect to a public road only and must provide for all traffic movements. Less than "full interchanges" for special purpose access for transit vehicles, for HOV's, or into park and ride lots may be considered on a case-by-case basis.)

V. Roadway Geometry:

- a. The proposed access should be designed to meet or exceed current standards in accordance with the AASHTO Green Book, AASHTO Design Standards Interstate System and VDOT Road Design Manual. The applicant will strive to design to the highest design standards possible. Deviations from the information contained in the references above shall be indicated in the body of the report and serve as the basis for possible design exceptions or design waivers. All design exceptions shall require a formal submittal process to

VDOT and FHWA (if required). Please refer to IIM-LD-227 for specific details to the exception process.

- b. Number of main line and crossroad lanes; including any auxiliary lanes or C-D roads.

VI. Traffic Volumes:

Forecast traffic volumes should be developed using the latest available planning assumptions (information from approved statewide, MPO, and local long range plans). Traffic forecasts should be coordinated with any adjacent or regionally significant projects in the study area. Guidance on the incorporation of the "latest" planning data/assumptions shall be a joint decision between VDOT and FHWA based on a project specific analysis.

- a. Ramps Interstate through lanes and crossroad Traffic Volumes (ADT) including Turning Movements, Directional Distribution for Current Year, Opening Year, any interim years identified at scoping and Design Year (Ad date plus 22 years). Traffic data utilized shall be collected no more than 2 years prior to first submittal.

Crash locations and collision diagrams for the most recent three year period that identify at a minimum, collision type, time of day, severity and number of vehicles involved.

- b. Plan view map showing Existing Peak Period Volumes, Design-Year No-Build and Design Year Build Peak Period Volumes for ramps, crossroads and interstate through lanes labeled as such. Plan view map showing crashes and severity for the past three years, design year No-Build and Build for each roadway intersection and segment in the study area.

- c. Plan view map showing Existing Peak Period LOS, Design-Year No-Build Peak Period LOS and Design Year Build Peak Period LOS for ramps, interstate through lanes and crossroads with calculated values for Peak Period LOS labeled as such.
- d. **The peak periods for analysis will be determined with the project scoping and may include the AM, PM, and/or weekend peak period.**

#### VII. Traffic and Crash Data:

The proposal must demonstrate that the new or revised access point does not have a significant adverse impact on the safety and operation of the Interstate facility based on an analysis of current and future traffic. Traffic and operational analysis must be performed for existing and proposed conditions, including crossroads and other roads and streets to the extent necessary to ensure the ability of them to effectively collect and distribute traffic from the new access. This selection of methodology/software analysis is extremely important and needs to be discussed and decided upon in the scoping document and explained in this section of the report. Therefore, the following items shall be addressed in the initial proposal:

##### a. Freeway Analysis

Provide Minimum Design Speed, Terrain type [Either qualitative (level, rolling, mountainous) or quantitative (percent grade and length)], Percent of Trucks for each movement, Lane Widths and offset distance to side obstruction if less than 6' (1.8 meters) and Peak Hour Factor (PHF) for:

- (1) Existing Conditions
- (2) Design Year "No-Build" Conditions
- (3) Any Interim Year "No-Build" Conditions
- (4) Any Interim Year "Build" Conditions
- (5) Design Year "Build" Conditions

##### b. Weave Analysis

**Identification of the weave type and lengths measured from gore area to gore area for:**

- (1) Existing Conditions
- (2) Design Year "No-Build" Conditions
- (3) Any Interim Year "No-Build" Conditions
- (4) Any Interim Year "Build" Conditions
- (5) Design Year "Build" Conditions

##### c. Ramp Junction Analysis

Provide Queue Lengths for Ramps, Length of Ramp Requirements to accompany queue, stopping sight distance and taper length for:

- (1) Existing Conditions
- (2) Design Year "No-Build" Conditions
- (3) Any Interim Year "No-Build" Conditions
- (4) Any Interim Year "Build" Conditions
- (5) Design Year "Build" Conditions

d. Upstream and Down Stream Impacts

- (1) Additional "access points shall not be looked at as isolated actions". Sufficient study/analysis needs to be performed to evaluate its effect on the whole Interstate facility. As a minimum, in urbanized areas, the analysis must extend through at least the first adjacent existing or proposed interchange on either side. If rest areas or welcome centers are located between adjacent interchanges, they shall be incorporated into the analysis.
- (2) Sufficient study/analysis is also necessary for the upstream and downstream intersections along the crossroad. As a minimum, in urbanized areas, the analysis must extend through at least the first adjacent existing or proposed major intersection on either side of the interchange.

e. Safety Analysis

Demonstrate that the proposal does not have a significant adverse impact on the safety of the freeway and the adjacent affected local surface system. If impacts are anticipated, mitigation strategies should be included. Highway Safety Manual methodologies will be utilized to assess the geometric and traffic control options for the roadway intersection/segments in the study area.. The analysis will contain the following at a minimum:

- Documentation on collision histories, rates and types for the freeway section and adjacent affected local surface system, severity and number of vehicles involved for the freeway section, ramps compared to similar elements in an area defined during scoping (For Example, compare intersection(s) crash frequency to jurisdiction, district or statewide averages and ranking).
- Discussion on proposed geometrics and the expected impact on crash history and development of alternative treatment strategies to mitigate the number and/or consequences of the predicted crashes per year for the No-Build and Build Options.

f. Summary

- (1) A summary of the operations software raw input and output data used for the operational analysis should be provided (both in hard copy and electronic form), showing the Level of Service (LOS) of each element (basic freeway, all ramp gores, weaving sections) for AM./PM Peak Hours

and No-Build/Build conditions for both the year of opening and the design year.

(2) The following information shall be provided with the operations analysis:

- a. A **disk media or FTP** copy of the electronic files.
- b. A description of the method used to calibrate the model.
- c. An explanation of **model input values and assumptions, including roadway characteristics and driver/vehicle behavior assumptions, should be provided.**
- d. An explanation of the number of runs and random seeds used to develop the final model.
- e. A summary of the model results in graphic or tabular format.
- f. A summary chart showing the Level of Service (LOS) results from the operation analysis and other measures of **effectiveness as agreed upon in the IMR/IJR scope.**

(3) The following information shall be provided with the safety analysis including the use of the Highway Safety manual (HSM):

- a. A **disk media or FTP copy of the electronic files**
- b. A **description of the method used to calibrate the HSM models and worksheets used.**
- c. An **explanation of which HSM model values were used based on assumptions and if any were changed and why.**
- d. An **explanation of the crash adjustment and modification factors used for each design option and mitigating treatment alternatives assessed.**
- e. A **summary of the HSM model results in graphic and tabular format.**

(4) All electronic analysis files shall be submitted for review and concurrence.

#### VIII. Land Use:

- a. A request for a new or revised access generated by new or expanded development should demonstrate appropriate coordination between the developments and related or otherwise required transportation system improvements.

#### IX. Environmental Compliance:

- a. FHWA approval of a new or revised access point constitutes a Federal action, and as such, requires that National Environmental Policy Act (NEPA) procedures are followed. Compliance with the NEPA procedures need not precede the request for approval of a new or revised access point. However, the request should indicate how the NEPA requirements are anticipated to be satisfied. FHWA approval of requests is conditioned upon the State complying with all applicable Federal rules and regulations. NEPA requirements must be satisfied prior to the final approval of the new or revised point of access.

X. Appendix:

- a. Letter of Commitment from Locality
- b. Certified Traffic Data
- c. **Traffic Software** Analysis Results
- d. Environmental Document (Summary/Overview)
- e. **Conceptual Signing Plan**
- f. **Any required design exception(s) and/or waiver(s)**

XI. Additional Information:

- a. Any other information that might help explain and/or support the proposal, e.g., cost effectiveness analysis, source of funding, schedule,

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**BASIS FOR APPROVAL**

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- Under normal circumstances, justification of the need for the proposed access break is based upon traffic demand in the design year. However, other important information may be used in combination with, or in lieu of, these criteria and with the concurrence of the Department and FHWA.
- Existing VDOT policy, standards, guidelines and procedures, together with the current FHWA and AASHTO policy requirements, shall form the basic criteria for the analysis and documentation that is required for the preparation, review and decision of any interchange request.
- A proposal shall not cause a safety problem that may affect the mainline, connecting arterial road system, proposed interchange or any adjacent interchanges. It is imperative that the design of such a proposal consider the reduction and elimination of conflict areas associated with entrances, exits and weave sections and the overall simplification of driver perception and decision making. This would include (but not be limited to) clear and concise signing, clarification of decision points and uniformity in the overall design and operations.
- **Typical Approval Time for IJR and IMRs**
  - **Interchange modification reports (IMRs) for minor modifications to rural interchanges typically take from 3 to 6 months.**
  - **IMRs for major modifications to urban interchanges can take from 12 to 18 months.**
  - **IMRs involving more than one interchange in densely populated urbanized areas can take 24 months or more.**
  - **A typical interchange justification report (IJR) can be completed in 14-30 months based upon the complexity of the project.**
    - **New interchanges to Interstate facilities and system-to-system interchange modifications may require additional review time by FHWA based on the importance and complexity of these proposals.**

**Attachment J**  
**VDOT's Geometric Design Standards (GS-2)**

**GEOMETRIC DESIGN STANDARDS FOR RURAL MINOR ARTERIAL SYSTEM (GS-2)**

TRAFFIC VOLUME	TERRAIN	DESIGN SPEED (MPH)	MIN RADIUS	(8) MINIMUM STOPPING SIGHT DISTANCE	(2) MIN. WIDTH OF LANE	(3) MIN. WIDTH OF TOTAL SHOULDERS (GRADED & PAVED)		(4) PAVED SHOULDER WIDTH		(5) MINIMUM WIDTH OF DITCH FRONT SLOPE	(6) SLOPE	NEW AND RECONSTRUCTED MINIMUM BRIDGE WIDTHS AND VERTICAL CLEARANCES
						FILL W/GR	CUT & FILL	RT.	LT.			
(1) ADT OVER 2000	LEVEL	70	1821'	730'	12'	13'	10'	8'	4'	10'	CS-4, CS-4A OR CS-4C	See Footnote (7)
		60	1204'	570'								
	ROLLING	60	1204'	570'								
		50	760'	425'								
MOUNTAINOUS	50	760'	425'									
	40	465'	305'									
(1) ADT 1500 TO 2000	LEVEL	70	1821'	730'	12'	11'	8'	6'	4'	6'	CS-4, CS-4A OR CS-4C	
		60	1204'	570'								
	ROLLING	60	1204'	570'								
		50	760'	425'								
MOUNTAINOUS	50	760'	425'									
	40	465'	305'									
(1) ADT 400 TO 1500	LEVEL	70	1821'	730'	12'	11'	8'	6'	4'	6'	CS-4, CS-4A OR CS-4C	
		60	1204'	570'								
	ROLLING	60	1204'	570'								
		50	760'	425'								
MOUNTAINOUS	50	760'	425'									
	40	465'	305'									
CURRENT ADT UNDER 400	LEVEL	70	1821'	730'	12'	9'	6'	4'	4'	6'	CS-4, CS-4A OR CS-4C	
		60	1204'	570'								
	ROLLING	60	1204'	570'								
		50	760'	425'								
MOUNTAINOUS	50	760'	425'									
	40	465'	305'									

**GENERAL NOTES**

Rural Minor Arterials are designed with design speeds of 50 to 70 MPH, dependent on terrain features and traffic volumes, and occasionally may be as low as 40 MPH in mountainous terrain.

In incorporated towns or other built-up areas, Urban Standard GS-6 may be used for design. "Built-up" is where there is sufficient development along the roadway that justifies a need to channelize traffic into and out of properties utilizing curb and gutter.

Standard TC-5.01R (2001 AASHTO Green Book) superelevation based on 8% maximum is to be used for Rural Minor Arterials.

If medians are included, see Section 2E of Chapter 2E of the Road Design Manual.

Clear zone and Recoverable Area information can be found in Appendix A, Section A-2 of the Road Design Manual.

For Passing Sight Distance Criteria See Current AASHTO Green Book.

For maximum grades relative to terrain and design speed, see AASHTO Green Book, Chapter 7, Exhibit 7-2.

**FOOTNOTES**

- (1) Use Design Year ADT for new construction and reconstruction projects (not applicable to R.R.R. projects or roads with ADT < 400) in accordance with Road Design Manual, Chapter 2A, "REQUEST FOR TRAFFIC DATA" and Form LD-104.

- (2) Lane width to be 12' at all interchange locations. For projects not on the National Highway System, width of traveled way may remain at 22' on reconstructed highways where alignment and safety records are satisfactory.
- (3) If graded median is used, the width of median shoulder is to be 8'.
- (4) When the mainline is 4 lanes (both directions) a minimum 8' wide paved shoulder will be provided on the right of traffic and a minimum 4' wide paved shoulder on the median side. Where the mainline is 6 or more lanes, both right and median paved shoulders will be 8' in width. For additional guidance on shoulder widths/reductions, see the AASHTO Green Book, Chapter 7.
- (5) Ditch slopes to be 6:1 - 10' width, 4:1 - 6' width. A hydraulic analysis is necessary to determine actual depth requirement.
- (6) Additional or modified slope criteria to be applied where shown on typical sections.
- (7) See Manual of the Structure and Bridge Division - Volume V - Part 2 Design Aids - Chapter 6 Geometrics.
- (8) For additional information on sight distance requirements on grades of 3 percent or greater, see Exhibit 3-2 of the 2004 AASHTO Green Book.

**FIGURE A-1-2\***

\* Rev. 7/11

**Attachment K**  
**VDOT's Geometric Design Standards (GS-4)**

**GEOMETRIC DESIGN STANDARDS FOR RURAL LOCAL ROAD SYSTEM (GS-4)**

TRAFFIC VOLUME	TERRAIN	DESIGN SPEED (MPH)	MIN. RADIUS	(9) MINIMUM STOPPING SIGHT DISTANCE	(2) MINIMUM WIDTH OF SURFACING OR PAVEMENT	(3) (4) (5) MINIMUM WIDTH OF GRADED SHOULDERS		(6) MINIMUM WIDTH OF DITCH FRONT SLOPE	(7) SLOPE	NEW AND RECONSTRUCTED MINIMUM BRIDGE WIDTHS AND VERTICAL CLEARANCES	
						FILL W/GR	CUT & FILL				
(1) ADT OVER 2000	LEVEL	50	760'	425'	24'	11'	8'	6'	CS-4, 4A / 4C	See Footnote (8)	
	ROLLING	40	465'	305'				4'			CS-3, 3A / 3B
	MOUNTAINOUS	30	251'	200'				4'			
(1) ADT 1500 TO 2000	LEVEL	50	760'	425'	22'	9'	6'	6'	CS-4, 4A / 4C		
	ROLLING	40	465'	305'				4'			CS-3, 3A / 3B
	MOUNTAINOUS	30	251'	200'				4'			
(1) ADT 400 TO 1500	LEVEL	50	760'	425'	20'	8'	5'	6'	CS-1		
	ROLLING	40	465'	305'				4'			
	MOUNTAINOUS	30	251'	200'				4'			
CURRENT ADT UNDER 400	LEVEL	40	465'	305'	18'	7'	2'	4'	CS-1		
	ROLLING	30	251'	200'				4'			
	MOUNTAINOUS	20	108'	125'				4'			

**GENERAL NOTES**

Low design speeds are generally applicable to roads with winding alignment in rolling or mountainous terrain where environmental conditions dictate.

High design speeds are generally applicable to roads in level terrain or where other environmental conditions are favorable.

Intermediate design speeds would be appropriate where terrain and other environmental conditions are a combination of those described for low and high speed.

For minimum design speeds for 250 ADT and under, see AASHTO Green Book, Chapter 5, Exhibit 5-1.

Standard TC-5.01R (2001 AASHTO Green Book) superelevation based on 8% maximum is to be used.

In incorporated towns or other built-up areas, Urban Standard GS-8 may be used. "Built-up" is where there is sufficient development along the roadway that justifies a need to channelize traffic into and out of properties utilizing curb and gutter.

For Passing Sight Distance Criteria See Current AASHTO Green Book.

For maximum grades relative to terrain and design speed, see AASHTO Green Book, Chapter 5, Exhibit 5-4.

**FOOTNOTES**

- (1) Use Design Year ADT for new construction and reconstruction projects (not applicable to R.R.R. projects or roads with ADT < 400) in accordance with Road Design Manual, Chapter 2A, "REQUEST FOR TRAFFIC DATA" and Form LD-104.
- (2) Lane width to be 12' at all interchange locations.
- (3) In mountainous terrain or sections with heavy earthwork, the graded width of shoulder in cuts may be decreased by 2', but in no case shall the shoulder width be less than 2'.
- (4) Minimum shoulder slope shall be 8% on low side and same slope as pavement on high side (See St'd. GS-12).
- (5) Provide 4' wide paved shoulders when design year ADT exceeds 2000 VPD, with 5% or more truck and bus usage. All shoulders not being paved will have the mainline pavement structure extended 1' on the same slope into the shoulder to eliminate raveling at the pavement edge. For additional guidance on shoulder widths, see the AASHTO Green Book, Chapter 5.
- (6) Ditch slopes to be 4:1 - 6' width, 3:1 - 4' width. A hydraulic analysis is necessary to determine actual depth requirement.
- (7) Additional or modified slope criteria to be applied where shown on typical sections.
- (8) See Manual of the Structure and Bridge Division - Volume V - Part 2 Design Aids - Chapter 6 Geometrics.
- (9) For additional information on sight distance requirements on grades of 3 percent or greater, see Exhibit 3-2 of the 2004 AASHTO Green Book.
- (10) Provides for a 4' offset from edge of pavement to face of guardrail in accordance with Roadside Design Guide.

**FIGURE A - 1 - 4\***

\* Rev. 7/11

**Attachment L**  
**Project Delivery Key Requirements Summary**  
**Table/Checklist**

Chapter 12 – Project Delivery Key Requirements Summary Table/Checklist  
 (provisions of FHWA Recovery Act checklist have been incorporated; however the  
 Recovery Act checklist must be completed and submitted with Recovery Act project  
 PS&E packages)

F	S-V	S-L	Requirement	Chapter / Section
	--	--	<b>Chapter 12.1 Project Scoping</b>	
x	--	--	Scoping Report <sup>1</sup> (23CFR652.5, 652.7(b))	12.1.3
x	x	x	Preliminary Project Cost Estimate	12.1.3
			<b>Chapter 12.2 Plan Design</b>	
x	x	--	Design meets VDOT Standards	12.2.3
x	x	x	Design meets AASHTO Standards	12.2.3
x	x	x	LD-440 for Design Exception (to AASHTO)	12.2.4
x <sup>2</sup>	x	--	LD-448 for Design Waiver (to VDOT Standards)	12.2.4
x	x		Hydraulics included in plan design (23CFR650.117)	12.2.5.5
x	x	x	Water pollution, sediment & erosion control measures included (23CFR635.309(i))	15.8
x	x	x	Traffic control devices per MUTCD (23CFR309(n))	12.2.5.3
x	x	x	Value Engineering for Projects over \$5 Million	12.2.5.9
x	x	--	Preparation of TMP	12.2.5.7
			<b>Chapter 12.3 Project Budget, Schedule, &amp; Estimates</b>	
x	x	x	Establish Projected Project Activities Schedule	12.3.3
x	x	x	Project funding verification (23 CFR 450.216)	12.1.3
x	x	x	Provide PCES Estimate (every 90 days)	12.3.4
			<b>Chapter 12.5 Plan Submittals &amp; Approvals</b>	
x	x	--	30/60/90% Plan Submittal <sup>3</sup>	12.5.1
x	x	--	R/W Plan Review Approval (see Chapter 16) <sup>4</sup>	12.5.5/ 16.
x			RR Agreement if applicable (23CFR635.214(b), 635.216(d))	
			<b>Chapter 12.6 Advertisement &amp; Award</b>	
			<i>PS&amp;E Submittal Package<sup>5</sup></i>	12.6.7
x	--	--	• Submit IFB/Contract for Review	12.6.5
			- Mandatory Federal-aid Provision included in IFB/Contract (incl FHWA1273)	17.3.2
x	--	--	- Civil Rights Language included in IFB/contract	12.6.5 / 17.3
x	--	--	- Review for and inclusion of DBE Goal in IFB/contract (23CFR635.107)	12.6.5 / 17.4
x	--	--	- US DOL Minimum Wage Rates (23CFR635.309(f))	17.3.7
x	--	--	- OJT provisions included (23CFR230.111)	17.5
x	--	--	- Restrict bidders to VDOT Pre-qualified contractors	12.6.6
x	x	--	• Engineer's Estimate with cost summary	12.6.7
x	x	--	• Complete set of plans	12.6.7
x	--	--	• Environmental conditions and commitments documented (23CFR635.309(j))	15.2
x			• Specifications include written instructions for constructing the project (23CFR630.205(b))	N/A
x	x	--	• Signed Mylar Title Sheet <sup>6</sup>	12.6.7
x	--	--	• FHWA Certification (Appendix 12-B)	12.6.7

X	--	--	• Evidence of Public Hearing, notice, or Willingness	12.6.7
X	--	--	Receive Construction Advertisement Authorization from VDOT	12.6.7
X	X	--	Advertise 21 days & maintain supporting documentation <sup>7</sup> (23CFR635.112)	12.6.8
			<i>Bid Analysis &amp; Award</i>	
X	X	--	Publicly read bid-opening & maintain supporting documentation	12.6.9
X	--	--	Ensure selected responsible, low-bid contractor is not de-barred from federal work (49CFR29)	12.6.6
X	--	--	Unit prices do not vary significantly from engineer's estimate (23CFR635-114)	12.6.9.2
X	--	--	Bid not mathematically unbalanced (23CFR635.114)	12.6.9.2
X	--	--	Materials not significantly unbalanced (23CFR635.114)	12.6.9.2
X	--	--	DBE participation meets goal (49CFR26)	17.4.5
X	X <sup>8</sup>	--	Authorization to Award Request (Project Award Submittal Package)	12.6.9.2
X	X <sup>8</sup>	--	Receive Final Authorization to Award from VDOT	12.6.9.3
X	X	X	Create Project Profile <sup>10</sup>	13.1.4.2

<sup>1</sup> CTB Policy on Bicycle / Pedestrian Accommodations must be considered and submitted for all state-aid projects; a complete scoping report is required for any federal-aid project.

<sup>2</sup> Federal-aid projects on locally maintained roads do not require design waiver; AASHTO is minimum standard

<sup>3</sup> As determined by Project Complexity / Risk

<sup>4</sup> R/W Certification Approval is only required for federal-aid projects and when underlying fee ownership of R/W will be transferred to VDOT. Otherwise R/W Plan Review will be performed only ensure that appropriate R/W is acquired to meet future highway maintenance needs

<sup>5</sup> PS&E Package is reviewed in Central Office for federal-aid projects; state-aid only are reviewed in District

<sup>6</sup> Mylar must include VDOT signature blocks for federal-aid projects

<sup>7</sup> State-aid projects may be advertised less than 21 days in accordance with VPPA

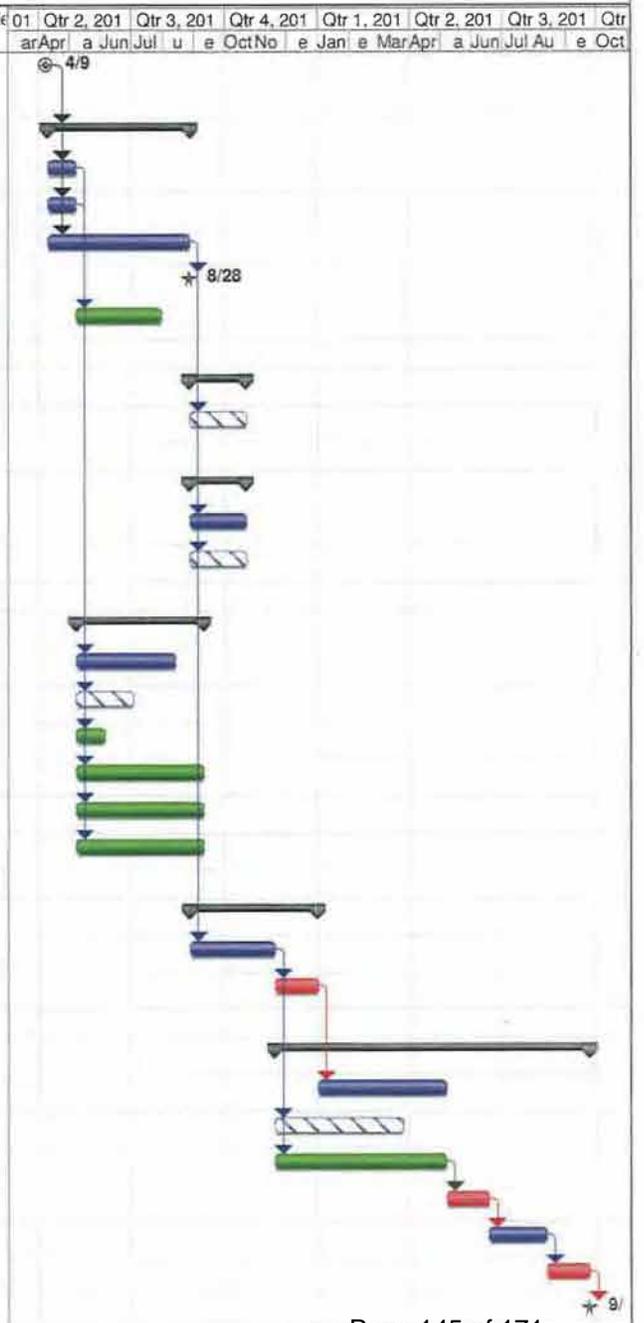
<sup>8</sup> State-aid Formula-funded projects; Concurrence for Revenue Sharing and Access Projects is not required; prior authorization through CTB action to allocate the funding

<sup>9</sup> For projects 2 million or less, Concurrence provided by VDOT Commissioner; over 2 million the Commonwealth Transportation Board provides concurrence

<sup>10</sup> Required for projects funded with "formula" funds; NOT required for Revenue Sharing, Access or Enhancement projects

**Attachment M**  
**Project Schedule**

ID	Task Name	Duration	Start	Finish	Predecessor	Timeline																	
						Q1 2011	Q2 2011	Q3 2011	Q4 2011	Q1 2012	Q2 2012	Q3 2012	Q4 2012	Q1 2013	Q2 2013	Q3 2013	Q4 2013						
1	<b>Notice to Proceed</b>	1 day	Mon 4/9/12	Mon 4/9/12		4/9																	
2																							
3	<b>1.2</b>	<b>101 days</b>	<b>Tue 4/10/12</b>	<b>Tue 8/28/12</b>	1																		
4	1.2.1 Initial Coordination	20 days	Tue 4/10/12	Mon 5/7/12	1																		
5	1.2.2 Right-of-Entry Letters Review, Mailing, and Validity	20 days	Tue 4/10/12	Mon 5/7/12	1																		
6	1.2.3 Alternative Route Study	100 days	Tue 4/10/12	Mon 8/27/12	1																		
7	Selection of Preferred Alternative	1 day	Tue 8/28/12	Tue 8/28/12	6																		
8	1.2.4 State Environmental Review Process/VDOT Clearances	60 days	Tue 5/8/12	Mon 7/30/12	5																		
9																							
10	<b>1.3</b>	<b>40 days</b>	<b>Tue 8/28/12</b>	<b>Mon 10/22/12</b>																			
11	1.3.1 Traffic and Crash Data Collection, Projection, and Analysis	40 days	Tue 8/28/12	Mon 10/22/12	6																		
12																							
13	<b>1.4</b>	<b>40 days</b>	<b>Tue 8/28/12</b>	<b>Mon 10/22/12</b>																			
14	1.4.1 Conceptual Interchange Study	40 days	Tue 8/28/12	Mon 10/22/12	6																		
15	1.4.1 Conceptual Interchange Traffic Data Collection, Projection, and Analysis	40 days	Tue 8/28/12	Mon 10/22/12	6																		
16																							
17	<b>1.5</b>	<b>90 days</b>	<b>Tue 5/8/12</b>	<b>Mon 9/10/12</b>																			
18	1.5.1 Field Survey	70 days	Tue 5/8/12	Mon 8/13/12	5																		
19	1.5.2 Underground Utility Investigations	40 days	Tue 5/8/12	Mon 7/2/12	5																		
20	1.5.3 Hazardous Materials Investigations	20 days	Tue 5/8/12	Mon 6/4/12	5																		
21	1.5.4 Cultural Resource Investigations	90 days	Tue 5/8/12	Mon 9/10/12	4																		
22	1.5.5 Threatened & Endangered Species Investigations	90 days	Tue 5/8/12	Mon 9/10/12	4																		
23	1.5.6 Delineation of Wetlands and Waters of the U.S.	90 days	Tue 5/8/12	Mon 9/10/12	5																		
24																							
25	<b>2.1</b>	<b>90 days</b>	<b>Tue 8/28/12</b>	<b>Mon 12/31/12</b>																			
26	2.1.1 Preliminary Design	60 days	Tue 8/28/12	Mon 11/19/12	6																		
27	LPA/VDOT Review	30 days	Tue 11/20/12	Mon 12/31/12	26																		
28																							
29	<b>2.2</b>	<b>221 days</b>	<b>Tue 11/20/12</b>	<b>Tue 9/24/13</b>																			
30	2.2.1 Intermediate Design	90 days	Tue 1/1/13	Mon 5/6/13	27																		
31	2.2.1 Geotechnical Investigations	90 days	Tue 11/20/12	Mon 3/25/13	26																		
32	2.2.1 Environmental Permitting	120 days	Tue 11/20/12	Mon 5/6/13	26																		
33	LPA/VDOT Review	30 days	Tue 5/7/13	Mon 6/17/13	32																		
34	2.2.2 Final Design	40 days	Tue 6/18/13	Mon 8/12/13	33																		
35	LPA/VDOT Review	30 days	Tue 8/13/13	Mon 9/23/13	34																		
36	Plan Approval	1 day	Tue 9/24/13	Tue 9/24/13	35																		



**Attachment N**  
**Derivation of Lump Sum Amount**

PROPOSED FEE

	Dewberry Fee	Sub Consultant Fee	Total Fee
<b>Component 1</b>			
<b>1.1</b>			
No Tasks Required			
<b>1.2</b>			
1.2.1 Initial Coordination	\$5,200		\$5,200
1.2.2 Right-of-Entry Letters	\$725		\$725
1.2.3 Alternative Route Study	\$62,700		\$62,700
Mapping (Spatial Data Consultants, Inc.)	\$140	\$19,200	\$19,340
Initial Land Record Research	\$6,085		\$6,085
Initial Geotechnical (Froehling & Robertson)	\$330	\$24,625	\$24,955
1.2.4 State Environmental Review Process/VDOT Clearances	\$19,120		\$19,120
Probability Noise Analysis (Skelly Loy)	\$425	\$2,200	\$2,625
Sub-Total	\$94,725	\$46,025	\$140,750
<b>1.3</b>			
1.3.1 Traffic and Crash Data Collection, Projection, and Analysis	\$2,960		\$2,960
Collection, Projection, Analysis (Remy Kemp & Associates)	\$330	\$19,000	\$19,330
Sub-Total	\$3,290	\$19,000	\$22,290
<b>1.4</b>			
1.4.1 Conceptual Interchange Study	\$22,160		\$22,160
Conceptual Interchange-Traffic Collection, Projection, and Analysis	\$1,860		\$1,860
Collection, Projection, Analysis (Remy Kemp & Associates)	\$330	\$30,000	\$30,330
Sub-Total	\$24,350	\$30,000	\$54,350
<b>1.5</b>			
1.5.1 Survey	\$127,840		\$127,840
1.5.2 Underground Utility Investigations (Accumark Subsurface Utility Services)	\$550	\$20,765	\$21,315
1.5.3 Hazardous Materials Investigations	\$7,225		\$7,225
1.5.4 Cultural Resources Investigations	\$19,665		\$19,665
(Browning & Associates)	\$590	\$24,941	\$25,531
1.5.5 Threatened & Endangered Species Investigations	\$11,025		\$11,025
1.5.6 Delineation of Wetland & Waters of the U. S.	\$52,705		\$52,705
Sub-Total	\$219,600	\$45,706	\$265,306
<b>Other Direct Costs</b>			
Travel	\$367		\$367
Equipment, Materials, Supplies	\$8,953		\$8,953
Sub-Total	\$9,320		\$9,320
<b>Component 1 Total</b>			<b>\$492,016</b>
<b>Component 2</b>			
<b>2.1</b>			
2.1.1 Preliminary Design			
Roadway	\$103,620		\$103,620
Water Resources	\$49,040		\$49,040
Structural/Bridge	\$21,320		\$21,320
Constructability/Value Engineering (Reynolds-Clark)	\$5,100	\$27,400	\$32,500
Sub-Total	\$179,080	\$27,400	\$206,480
<b>2.2</b>			
2.2.1 Intermediate Design			
Roadway	\$165,620		\$165,620
Water Resources	\$105,740		\$105,740
Structural/Bridge	\$128,500		\$128,500
Utility/Constructability/Value Engineering (Reynolds-Clark)	\$11,370	\$11,750	\$23,120
Speed Limit Study	\$3,800		\$3,800
Geotechnical Investigations (Froehling & Robertson)	\$3,540	\$170,500	\$174,040
Environmental Permitting	\$45,820		\$45,820
2.2.2 Final Design			
Roadway	\$134,400		\$134,400
Water Resources	\$91,080		\$91,080
Structural/Bridge	\$105,600		\$105,600
Utility/Constructability/Value Engineering/Construction Cost Estimate (Reynolds-Clark)	\$3,960	\$11,750	\$15,710
Plats (16)	\$26,220		\$26,220
Sub-Total	\$825,650	\$194,000	\$1,019,650
<b>Other Direct Costs</b>			
Travel	\$857		\$857
Equipment, Materials, Supplies	\$20,891		\$20,891
Sub-Total	\$21,747		\$21,747
<b>Component 2 Total</b>			<b>\$1,247,877</b>
<b>Component 3</b>			
<b>3.1</b>			
3.1.1 NEPA Document Preparation (Connector Road only)	\$25,800		\$25,800
Noise Analysis (Skelly Loy)	\$425	\$15,000	\$15,425
Sub-Total	\$26,225	\$15,000	\$41,225
<b>Component 3 Total</b>			<b>\$41,225</b>
<b>Total:</b>	<b>\$1,403,988</b>	<b>\$377,131</b>	<b>\$1,781,119</b>

## **Owner's Responsibilities**

---

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B.2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, if not part of Engineer's services.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other

advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Resident Project Representative services are not to be provided pursuant to paragraph A.1.05.A.2 or otherwise, provide a qualified representative to observe the progress and quality of the Work.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than Engineer (and disclose the identity of such individual or entity to Engineer) as Owner determines necessary to verify:
  - 1. that Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work; or
  - 2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to paragraphs B.2.01.O and P.

R. Perform or provide the following additional services: [here list any such tasks or deliverables]. N/A

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 21, 2012.

**Payments to Engineer for Services and Reimbursable Expenses**

---

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C.2.01 Compensation for Basic Services (other than Resident Project Representative Services) – Lump Sum Method of Payment**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as described in Exhibit A.
  - 1. The Lump Sum compensation for services performed or furnished in Exhibit A shall be payable as follows:
    - a. Project will be billed on a percent complete for each task.
- B. Period of Service. The compensation amount stipulated in paragraph C.2.01 is conditioned on a period of service not exceeding 24 months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C.2.02 [Not Used]

C.2.03 [Not Used]

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(Exhibit C – Compensation for Basic Services (other than Resident Project Representative Services) –  
Lump Sum Method of Payment

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition  
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C.2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to Exhibit A, except for services as a consultant or witness under paragraph A.2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. Compensation for Reimbursable Expenses N/A
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Engineer's Standard Hourly Rate Schedule.
  2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a Factor of 1.15.
  4. The Reimbursable Expenses Schedule may be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
- C. Other Provisions Concerning Payment For Additional Services
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 1.15.
  2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
  3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**Insurance**

---

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

H.6.04 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.04 and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
  - 1) Each Accident: \$500,000
  - 2) Disease, Policy Limit: \$500,000
  - 3) Disease, Each Employee: \$500,000
- c. General Liability –
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) General Aggregate: \$2,000,000
- d. Excess Umbrella Liability –
  - 1) Each Occurrence: \$15,000,000
  - 2) General Aggregate: \$15,000,000
- e. Automobile Liability –
  - 1) Bodily Injury:
    - a) Each Accident \$1,000,000
  - 2) Property Damage
    - a) Each Accident \$1,000,000

[or]

- 1) Combined Single Limit (Bodily Injury and Property Damage):
  - a) Each Accident \$1,000,000

- f. Professional Liability Insurance \$\_\_\_\_\_
  - 1) Each Claim Made: \$1,000,000
  - 2) Annual Aggregate: \$1,000,000
- g. Other (specify): \$\_\_\_\_\_  
\_\_\_\_\_

2. By Owner:

- a. Workers' Compensation: Statutory

- b. Employer's Liability –
  - 1) Each Accident: \$ \_\_\_\_\_
  - 2) Disease, Policy Limit: \$ \_\_\_\_\_
  - 3) Disease, Each Employee: \$ \_\_\_\_\_
  
- c. General Liability –
  - 1) General Aggregate: \$ \_\_\_\_\_
  - 2) Each Occurrence (Bodily Injury and Property Damage): \$ \_\_\_\_\_
  
- d. Excess Umbrella Liability –
  - 1) Each Occurrence: \$ \_\_\_\_\_
  - 2) General Aggregate: \$ \_\_\_\_\_
  
- e. Automobile Liability –
  - 1) Bodily Injury:
    - a) Each Accident \$ \_\_\_\_\_
  
  - 2) Property Damage
    - a) Each Accident \$ \_\_\_\_\_
  
- [or]*
  
- 3) Combined Single Limit (Bodily Injury and Property Damage):
  - a) Each Accident \$ \_\_\_\_\_
  
- f. Other (specify): \$ \_\_\_\_\_  
\_\_\_\_\_

**B. Additional Insureds.**

1. The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insureds, as provided in paragraph 6.04.B:
  - a. \_\_\_\_\_  
Engineer
  
  - b. \_\_\_\_\_  
Engineer's Consultant
  
  - c. \_\_\_\_\_  
Engineer's Consultant
  
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
  
3. The Owner shall be listed on Engineer's general liability policy as provided in paragraph 6.04.A.

**THIS ADDENDUM** (this “**Addendum**”) to Standard Form of Agreement Between Owner and Engineer for Professional Services dated as of June 21, 2012 (the “**Main Agreement**”), by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“**DPRIFA**” or “**Owner**”), and **DEWBERRY & DAVIS, INC**, a North Carolina corporation (“**Dewberry & Davis**” or “**Engineer**”), provides as follows:

The parties further agree as part of the Main Agreement, and effective as of the date of the Main Agreement, as follows:

**Section 1. - Controlling Law – Page 7.** Add the following new paragraph after paragraph 6.06.A:

“B. 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.”

**Section 2. - Indemnification and Mutual Waiver – Page 9.** Add the following new paragraph after paragraph 6.10.E:

“F. The parties acknowledge that in light of the fact that Owner is a political subdivision of the Commonwealth of Virginia, nothing in paragraph 6.10.B or paragraph 6.10.C imposes an obligation on Owner to pledge the faith and credit of Owner within the meaning of any constitutional debt limitation; to delegate governmental powers; to make a donation or to lend credit of Owner within the meaning of the Constitution of Commonwealth of Virginia; or to, directly or indirectly or contingently, obligate Owner to make any payments beyond those appropriated for any fiscal year in which such document is in effect.”

**Section 3. - Designated Representatives – Page 12.** Add the following new paragraph 8.05.A:

“8.05 Approval of Consultants and Employees of Engineer.

A. Engineer shall submit to Owner the names of the Consultants and other agents, employees, and independent contractors selected by Engineer to perform the services specified in this Agreement (collectively, the “**Selected Personnel**”). The Selected Personnel shall be subject to Owner’s prior approval. Upon request by Owner, Engineer shall remove from service and substitute any one or more Selected Personnel identified by Owner.”

**Section 4. - Counterparts.** This Addendum 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 Addendum.

**Section 5. - Effect on Main Agreement.** Except as amended in this Addendum, all other terms, provisions, and conditions of the Main Agreement shall remain in full force and effect, and the parties ratify and confirm that the Main Agreement, as amended by this Addendum, is and remains in full force and effect.

**IN TESTIMONY WHEREOF**, witness our signatures to this **ADDENDUM** as of the date first above written:

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

**DEWBERRY & DAVIS, INC**, a North  
Carolina corporation

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

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

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

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

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

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

**Danville-Pittsylvania Regional Industrial Facility Authority**

**AGENDA  
ITEM NUMBER 5E**

**Resolution No. 2012-10-09-5E**

**A RESOLUTION ENDORSING AND SUPPORTING (I) THE APPLICATION OF PITTSYLVANIA COUNTY, VIRGINIA, TO THE NEW RIVER VALLEY ECONOMIC DEVELOPMENT ALLIANCE (THE “ALLIANCE”) FOR INCLUSION OF THE AUTHORITY’S MEGA PARK SITE INTO THE SERVICE AREA OF FOREIGN-TRADE ZONE #238, AND (II) THE ALTERNATIVE SITE FRAMEWORK APPLICATION OF THE ALLIANCE TO THE U.S. FOREIGN-TRADE ZONES BOARD**

**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**, Virginia's New River Valley Economic Development Alliance, Inc. D/B/A New River Valley Economic Development Alliance (the “**Alliance**”), a Virginia nonstock corporation, is organized to “promote the development of the economy of the New River Valley by coordination and cooperation among the localities, development agencies, and organizations so as to heighten the effectiveness and efficiency of economic development activities, provide mutual assistance, idea exchange, and to stimulate development through a diverse marketing program including, but not limited to, marketing outside the region and otherwise promoting a strengthened economy”; and

**WHEREAS**, the Alliance has applied to the U.S. Foreign-Trade Zones (“**FTZ**”) Board for authority to use a new procedure (known as the “**Alternative Site Framework**”) to provide quick and simple access to FTZ service for businesses in Pittsylvania County (the “**County**”), the City of Danville (the “**City**”), and various other regions in Virginia; and

**WHEREAS**, the Alliance is the grantee of FTZ #238 and currently sponsors a limited number of FTZ sites in the County, the City, and various other regions in Virginia; and

**WHEREAS**, the County has applied to the Alliance for inclusion within the Service Area of Foreign-Trade Zone (FTZ) #238, which would include without limitation the Authority’s Mega Park site; and

**WHEREAS**, the Alliance is able to apply to the FTZ Board for authority to serve sites located within the County based on the trade-related needs of those businesses located within the County; and

**WHEREAS**, FTZ #238 would be made available on a uniform basis to businesses within the County, in a manner consistent with the legal requirement that each FTZ be operated as a public utility; and

**Resolution No. 2012-10-09-5E**

**WHEREAS**, the Alliance has requested authority to bring FTZ designation to any business within the Alliance's proposed Service Area in FTZ #238; and

**WHEREAS**, the Authority, in the best interests of the Authority and of the citizens of the County and the City, desires to endorse and to support (i) the application of the County to the Alliance for inclusion, including without limitation the Authority's Mega Park Site, into the Service Area of FTZ #238, and (ii) the Alternative Site Framework Application of the Alliance to the FTZ Board.

**NOW, THEREFORE, BE IT RESOLVED**, that

1. The Authority does hereby endorse and support (i) the application of the County to the Alliance for inclusion, including without limitation the Authority's Mega Park Site, into the Service Area of FTZ #238, and (ii) the Alternative Site Framework Application of the Alliance to the FTZ Board.

2. The Authority does hereby authorize the Chairman or Vice Chairman of the Authority to execute and deliver, on behalf of the Authority, letters or other documents of support of the matters contemplated in this Resolution, so long as such documents do not obligate the Authority to the expenditure of the Authority's funds, except for costs incurred in the ordinary course of the Authority's business.

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

- # -

**Resolution No. 2012-10-09-5E**

**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 meeting duly called and held on October 9, 2012, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

**WITNESS** my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 9th day of October 2012.

(SEAL)

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

**Danville-Pittsylvania Regional Industrial Facility Authority**

**AGENDA  
ITEM NUMBER 5F**

# Financial Status

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- F. Rent, Interest, and Other Income Realized
- G. Unaudited Financial Statements

**Danville-Pittsylvania Regional Industrial Facility Authority**

\$7.3 million Bonds for Cane Creek Centre - Issued in August 2005

As of September 30, 2012

<b>Funding</b>	<b>Funding</b>	<b>Budget / Contract Amount</b>	<b>Expenditures</b>	<b>Encumbered</b>	<b>Unexpended / Unencumbered</b>
Funds from bond issuance	\$ 7,300,000.00				
Issuance cost	(155,401.33)				
Bank fees	(98.25)				
Interest earned to date	486,513.92				
<b>Cane Creek Parkway <sup>3</sup></b>		\$ 3,804,576.00	\$ 3,724,241.16	\$ -	
<b>Swedwood Drive <sup>2</sup></b>		69,414.00	69,414.00	-	
<b>Cane Creek Centre entrance <sup>3</sup></b>		72,335.00	53,878.70	-	
<b>Financial Advisory Services</b>		9,900.00	9,900.00	-	
<b>Dewberry contracts <sup>1</sup></b>		69,582.50	69,582.50	-	
<b>Dewberry contracts not paid by 1.7 grant <sup>4,5</sup></b>		71,881.00	12,644.62	59,236.38	
<b>Land</b>		-	2,560,921.67	-	
<b>Demolition services</b>		71,261.62	71,261.62	-	
<b>Legal fees</b>		-	50,884.23	-	
<b>CCC - Lots 3 &amp; 9 project - RIFA Local Share <sup>6</sup></b>		142,190.00	112,464.98	-	
<b>Other expenditures</b>		-	20,369.70	-	
<b>Total</b>	\$ 7,631,014.34	\$ 4,311,140.12	\$ 6,755,563.18	\$ 59,236.38	\$ <b>816,214.78</b>

**notes:**

<sup>1</sup> Dewberry Contracts consist of wetland, engineering, surveying and site preparation

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

<sup>3</sup> Project completed under budget

<sup>\*</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> The budget amount decreased \$71,279.61 from the September 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.

<sup>6</sup> 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.

<b>Road Summary-Cane Creek Parkway:</b>	
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
<b>Total Road Contract Allocated to RIFA</b>	<b>\$ 5,271,916.00</b>

<b>Funding Summary - Cane Creek Parkway</b>	
VDOT	\$ 1,467,340.00
Bonds	3,804,576.00
	<b>\$ 5,271,916.00</b>

**Danville-Pittsylvania Regional Industrial Facility Authority**  
**General Expenditures for Fiscal Year 2012**  
**As of September 30, 2012**

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<b>Funding</b>					
City Contribution	\$ 75,000.00				
County Contribution	75,000.00				
Carryforward from FY11	-				
<b>Contingency</b>					
Arbitrage Rebate Calculation Fees		\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
Demolish Cyber Park Property		-	34,500.00	-	-
Cyber Park Parcel Appraisals		-	1,800.00	-	-
Employee Reimbursement		-	114.51	-	-
News & Advance ads for RIFA RFPs		-	199.60	-	-
Miscellaneous contingency items		15,000.00	667.66	-	-
<b>Total Contingency Budget</b>		<u>17,000.00</u>	<u>39,281.77</u>	-	<u>(22,281.77)</u>
<b>Legal</b>		90,250.00	67,078.13	-	23,171.87
<b>Accounting</b>		18,750.00	18,750.00	-	-
<b>Annual Bank Fees</b>		4,100.00	4,321.25	-	(221.25)
<b>Postage &amp; Shipping</b>		100.00	79.83	-	20.17
<b>Meals</b>		2,800.00	2,771.27	-	28.73
<b>Utilities</b>		10,000.00	1,218.82	-	8,781.18
<b>Insurance</b>		7,000.00	5,456.00	-	1,544.00
<b>Total</b>	<u>\$ 150,000.00</u>	<u>\$ 150,000.00</u>	<u>\$ 138,957.07</u>	<u>\$ -</u>	<u>\$ 11,042.93</u>

## Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2013

As of September 30, 2012

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<b>Funding</b>					
City Contribution	\$ 75,000.00				
County Contribution	75,000.00				
Carryforward from FY12	-				
<b>Contingency</b>					
Miscellaneous contingency items		\$ 36,950.00	\$ 169.55	\$ -	\$ -
<b>Total Contingency Budget</b>		<u>36,950.00</u>	<u>169.55</u>	<u>-</u>	<u>36,780.45</u>
<b>Legal</b>		75,000.00	7,425.00	-	67,575.00
<b>Accounting</b>		20,750.00	5,000.00	15,750.00	-
<b>Annual Bank Fees</b>		4,400.00	4,071.25	-	328.75
<b>Postage &amp; Shipping</b>		100.00	-	-	100.00
<b>Meals</b>		2,800.00	466.68	-	2,333.32
<b>Utilities</b>		4,000.00	45.88	-	3,954.12
<b>Insurance</b>		6,000.00	-	-	6,000.00
<b>Total</b>	<u>\$ 150,000.00</u>	<u>\$ 150,000.00</u>	<u>\$ 17,178.36</u>	<u>\$ 15,750.00</u>	<u><u>\$ 117,071.64</u></u>

**Danville-Pittsylvania Regional Industrial Facility Authority**

**Mega Park - Funding Other than Bond Funds**

**As of September 30, 2012**

	<u>Funding</u>	<u>Budget / Contract</u> <u>Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended /</u> <u>Unencumbered</u>
<b>Funding</b>					
City contribution	\$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property <sup>1,4</sup>	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Local Match for TIC FY10 SSED Allocation - Engineering Portion <sup>5</sup>	76,067.61				
<b>Land</b>					
Klutz property		\$ 8,394,553.50	\$ 8,394,553.50	\$ -	
Canter property <sup>2</sup>		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	-	
<b>Other</b>					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis <sup>3</sup>		990,850.00	972,754.29	18,095.71	
Consulting Services - McCallum Sweeney		115,000.00	92,130.18	22,869.82	
<b>Total</b>	<b>\$ 14,464,467.44</b>	<b>\$ 14,231,524.83</b>	<b>\$ 14,190,559.30</b>	<b>\$ 40,965.53</b>	<b>\$ 232,942.61</b>

<sup>1</sup> 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.

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

<sup>3</sup> This contract was originally for \$814,500, but has been amended to include a traffic impact analysis, and a cemetery survey. \$740,000 will be covered by the FY09 Tobacco Allocation and \$250,850 will be covered by the FY10 Tobacco Allocation.

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

<sup>5</sup> 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.

**Danville-Pittsylvania Regional Industrial Facility Authority**  
**Funds Available for Appropriation**  
**As of September 30, 2012**

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<b>Source of Funds</b>	<b><u>Funding</u></b>	<b><u>Expenditures</u></b>	<b><u>Unexpended / Unencumbered</u></b>
Yorktowne Reimbursement <sup>1</sup>	\$ 181,339.68		
General funds reimbursed by Berry Hill \$11.25M Bonds	184,266.38		
Sale of Land to Harmony Church	36,564.50		
<b>Expenditures</b>			
Transfer to 'Mega Park - Other than Bonds' budget <sup>2</sup>		\$ 65,000.00	
<b>Totals</b>	<b><u>\$ 402,170.56</u></b>	<b><u>\$ 65,000.00</u></b>	<b><u>\$ 337,170.56</u></b>

<sup>1</sup> Since Yorktowne did not meet the job requirements set forth in its initial Performance Agreement executed in 2005, it is repaying incentive money to RIFA to account for the jobs not created. In accordance with the amended Performance Agreement, we received one payment from Yorktowne in the amount of \$45,334.92 in November 2009. We received another payment of \$136,004.76 in November 2010. No further payments are due unless Yorktowne fails to meet the new targets in the amended performance agreement. The RIFA Board approved at the March 14, 2011 meeting to retain these funds for use within RIFA. These funds are available for the RIFA Board to allocate to budgets as needed.

<sup>2</sup> The RIFA Board approved to utilize approximately \$65,000 of these funds toward the local match for the engineering portion of Tobacco Commission grant #1916 for the Berry Hill Mega Park.



**Danville-Pittsylvania Regional Industrial Facility Authority**  
**Statement of Net Assets** <sup>1,2</sup>  
**September 30, 2012\***

	<b>Unaudited FY 2013</b>
<b>Assets</b>	
<u>Current assets</u>	
Cash - checking	\$ 1,221,527
Cash - money market	390,024
<i>Total current assets</i>	1,611,551
<u>Noncurrent assets</u>	
Restricted cash - project fund CCC bonds	917,719
Restricted cash - debt service fund CCC bonds	1,320,013
Restricted cash - debt service fund Berry Hill bonds	5,708,878
Restricted cash - debt service reserve fund Berry Hill bonds	2,000,133
Capital assets not being depreciated	24,839,271
Capital assets being depreciated, net	27,794,063
Construction in progress	2,176,132
Unamortized bond issuance costs	627,906
<i>Total noncurrent assets</i>	65,384,115
<b>Total assets</b>	<b>66,995,666</b>
<b>Liabilities</b>	
<u>Current liabilities</u>	
Bonds payable - current portion	5,825,000
Accrued interest	91,939
Security deposit	1,500
Accounts payable	116
<i>Total current liabilities</i>	5,918,555
<u>Noncurrent liabilities</u>	
Bonds payable - less current portion	11,320,000
<i>Total noncurrent liabilities</i>	11,320,000
<b>Total liabilities</b>	<b>17,238,555</b>
<b>Net Assets</b>	
Invested in capital assets - net of related debt	48,239,115
Unrestricted	1,517,996
<b>Total net assets</b>	<b>\$ 49,757,111</b>

<sup>1</sup> Please note that 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.

<sup>2</sup> Please note that 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.

\*Please note these statements are for the period ended September 30, 2012 as of September 26, 2012, the date of preparation. Due to statement preparation occurring in close proximity to month-end, these statements may not include some pending adjustments for the period.

*Danville-Pittsylvania Regional Industrial Facility Authority*  
*Statement of Revenues and Expenses and Changes in Fund Net Assets*  
*September 30, 2012\**

	<b>Unaudited FY 2013</b>
<b>Operating revenues</b>	
Rental income	31,486
<b>Total operating revenues</b>	31,486
<b>Operating expenses</b> <sup>4</sup>	
Mega Park expenses <sup>3</sup>	3,719
Cane Creek Centre expenses <sup>3, 5</sup>	60,707
Cyber Park expenses <sup>3</sup>	713
Professional fees	3,078
Insurance	5,456
Other operating expenses	512
<b>Total operating expenses</b>	74,185
<b>Operating loss</b>	(42,699)
<b>Non-operating revenues (expenses)</b>	
Interest income	98
Interest expense	(2,165)
<b>Total non-operating expenses, net</b>	(2,067)
<b>Net loss before capital contributions</b>	(44,766)
<b>Capital contributions</b>	
Contribution - City of Danville	3,193,802
Contribution - Pittsylvania County	3,193,802
<b>Total capital contributions</b>	6,387,604
<b>Change in net assets</b>	6,342,838
<sup>6</sup> <b>Net assets at July 1,</b>	43,414,273
<b>Net assets at September 30,</b>	\$ 49,757,111

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

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

<sup>5</sup> Please note that this line item includes fees of \$21,217 related to the \$7.3M bonds for Cane Creek.

<sup>6</sup> Please note that this will change once all FY2012 entries are made and may also change depending on whether there are audit adjustments for FY2012 and the nature of those audit adjustments.

*Danville-Pittsylvania Regional Industrial Facility Authority*  
*Statement of Cash Flows*  
*September 30, 2012\**

	<b>Unaudited FY 2013</b>
<b>Operating activities</b>	
Receipts from grant reimbursement requests	\$ 158,281
Receipts from leases	39,981
Payments to suppliers for goods and services	(149,056)
<b>Net cash provided by operating activities</b>	<b>49,206</b>
<b>Capital and related financing activities</b>	
Capital contributions	6,387,604
Interest paid on bonds	(3,214)
Principal repayments on bonds	-
<b>Net cash provided by capital and related financing activities</b>	<b>6,384,390</b>
<b>Investing activities</b>	
Interest received	98
<b>Net cash provided by investing activities</b>	<b>98</b>
<b>Net increase in cash and cash equivalents</b>	6,433,694
<b>Cash and cash equivalents - beginning of year (including restricted cash)</b>	<b>5,124,600</b>
<b>Cash and cash equivalents - through September 30, 2012 (including restricted cash)</b>	<b>\$ 11,558,294</b>
<b>Reconciliation of operating loss before capital contributions to net cash provided by operating activities:</b>	
Operating loss	\$ (42,699)
Changes in assets and liabilities:	
Change in prepaids	9,579
Change in due from other governments	158,281
Change in other receivables	17,886
Change in accounts payable	(84,735)
Change in unearned income	(9,106)
Change in security deposit	-
<b>Net cash provided by operating activities</b>	<b>\$ 49,206</b>

<b>Components of cash and cash equivalents at September 30, 2012:</b>	
American National - Checking	\$ 1,221,527
American National - General money market	390,024
Wachovia - \$7.3M Bonds CCC Debt service fund	1,320,013
Wachovia - \$7.3M Bonds CCC Project fund	917,719
US Bank - \$11.25M Bonds Berry Hill Debt service fund	5,708,878
US Bank - \$11.25M Bonds Berry Hill Debt service reserve fund	2,000,133
	<b>\$ 11,558,294</b>