



# Virginia's First Regional Industrial Facility Authority

6580 Valley Center Drive, Suite 124  
Radford, VA 24141  
Phone (540) 639-9313 FAX (540) 831-6093

## VFRIFA Board of Directors Meeting Agenda 12 Noon, Wednesday March 8, 2023

Location: Pulaski County Innovation Center, New River  
Room 6580 Valley Center Drive, Fairlawn, VA 24141

### **Bland County**

Stephen Kelley  
Eric Workman, *Secretary/Treasurer*

### **Craig County**

Jay Polen

### **Giles County**

Chris McKlarney  
Paul Baker

### **Montgomery County**

Mary Biggs, *Chair*  
Craig Meadows

### **Pulaski County**

Laura Walters  
Jonathan Sweet

### **Roanoke County**

Jason Peters  
Megan Baker

### **City of Radford**

Richard Harshberger  
Kim Repass

### **City of Roanoke**

William Bestpitch  
Marc Nelson

### **Town of Dublin**

Debbie Lyons  
Tyler Kirkner

### **Town of Pearisburg**

Kenneth Vittum, *Vice-Chair*  
Todd Meredith

### **Town of Pulaski**

Greg East  
Darlene Burcham

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Items of Consent
  - a. Approval of Previous Meeting Minutes
  - b. Quarterly Financial Report
5. Executive Team Report
  - a. Property Updates
  - b. Project Speaker
  - c. VBRSP Grant
6. Action Items
  - a. Project Speaker
  - b. VBRSP Grant
7. Closed Session - Executive Session pursuant to Sec. 2.2-3711 (A) (5) (6) (7) of the Code of Virginia, relating to a discussion of an undisclosed prospective business or industry or the expansion of an existing business or industry and investment of public funds which if made public initially might adversely affect the Authority's financial position.
  - a. Project Goose
8. Adjournment - Next Meeting: June 14th, 2023

## **5. Executive Team Report**

### **A. Property Updates**

- a. International Blvd Phase 2 has been completed and closed out.

### **B. Project Speaker**

- a. They want to adjust the previously approved contract from two years to three years. No penalty for the first eighteen months. The previous version had the penalty starting after twelve months. They also want to adjust the buffer around Lot K to acquire more land.

### **C. VBRSP Grant**

- a. Proposal from AECOM to use the 2021 VBRSP grant. This is \$300,000 to be used specifically for Lot J.

## **6. Action Items**

### **A. Project Speaker**

- a. Vote to approve Project Speaker Contract.

### **B. VBRSP Grant**

- a. Vote to approve AECOM's proposal for Lot J.

**7. Closed Session** - Executive Session pursuant to Sec. 2.2-3711 (A) (5) (6) (7) of the Code of Virginia, relating to a discussion of an undisclosed prospective business or industry or the expansion of an existing business or industry and investment of public funds which if made public initially might adversely affect the Authority's financial position.

- a. Project Goose

**Motion to Return to Open Session** – A motion is needed to return to open session.

**Certification** – A motion is needed to certify the following: The Virginia's First Regional Industrial Facility Authority certifies compliance with 1950 Code of Virginia, Section 2.2-3712 (D) requirements that (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting.

**8. Adjournment - Next Meeting: June 14th, 2023**

**Virginia's First REGIONAL INDUSTRIAL FACILITY AUTHORITY**  
**Meeting Minutes**  
**December 13, 2022**  
**Pulaski County Innovation Center, Fairlawn, VA**

**1. Roll Call**

A meeting of the Virginia's First Regional Industrial Facility Authority (VFRIFA) was held on Tuesday, December 13, 2022 at the Pulaski County Innovation Center. Ms. Biggs, Chair, called the VFRIFA meeting to order at 12:07 pm.

A quorum was determined with seven of eleven member governments represented: Bland, Craig, Montgomery, and Pulaski Counties, the City of Roanoke, and the Towns of Dublin, Pearisburg, and Pulaski. No representatives from Giles and Roanoke Counties, the City of Radford were present.

Each member introduced themselves and their locality to start the meeting.

**2. Approval of Agenda**

Ms. Biggs requested a motion for approval of the agenda.

Motion: Mr. Workman moved the Board approve the agenda. Ms. Lyons seconded the motion.

Action: The motion passed unanimously with all members present by a voice vote.

**3. Public Comment**

No public comment was made.

**4. Items of Consent**

**a. Approval of Previous Meeting Minutes**

**b. Quarterly Financial Report**

Motion: Ms. Walters moved the Board approve the items of consent. Mr. Workman seconded the motion.

Action: The motion passed unanimously with all members present by a voice vote.

**5. Executive Team Report**

**a. Property Updates**

- Commerce Park Sign – Mr. Solomon showed a picture of the new sign at the entrance of the Commerce Park. It is a 20 foot sign, and our current tenants are on it.
- International Blvd – Mr. Solomon said Phase 2 of International Blvd has been completed. We will be putting out a RFP to begin Phase 3.

**b. Patton/Watson town Trucking Updates**

- Terminal – Mr. Solomon spoke about Patton’s Terminal on Lot B. They have broken ground on the terminal and their 100,000sqft addition.
- Stormwater Permit – The permit is in Virginia’s First name because we still own the land.

**c. Airport Masterplan Update**

- Aaron Brummitt, the NRV Airport Manager gave a presentation on the airport’s 20 year master plan. Mr. Solomon brought up the potential of Pulaski County building a fire station at the airport.

**d. January Updates**

- Mr. Foxx said the new Statements of Economic Interest will be sent out in January. These need to be completed by both board members and their alternates from each locality. Ms. Biggs said these need to be turned in for the audit. Mr. Workman reminded everyone that each page must be signed.

**6. Action Items**

**a. Project Speaker**

- Mr. Solomon presented a contact for Project Speaker to the board. This contact has a two options( 2 year or 3 year option). Mr. Solomon recommended to the Board that they choose the three year option stipulation with a \$1,000 penalty beginning in the second year. Ms. Biggs requested a motion.

Motion: Mr. Workman moved the Board approve the three year contract with the \$1,000 penalty beginning in the second year. Ms. Walters seconded the motion.

Action: The motion passed unanimously with all members present by a roll call vote.

**b. 2023 Meeting Schedule**

- Mr Foxx suggested the following meeting dates for 2023:
  - March 8, 2023
  - June 14, 2023
  - September 13, 2023
  - December 12, 2023

- Motion: Mr. Workman moved the Board approve the 2023 meeting dates. Mr. Sweet seconded the motion.
- Action: The motion passed unanimously with all members present by a roll voice vote.

**c. Reappointing Officers**

- Mr. Solomon stated that according to the bylaws, the Board must appoint a Chairman, Vice-Chairman, and a Secretary/Treasurer. Mr. Solomon also said that in the past the Board also appoints two at-large seat to sit on the Executive Board. Ms. Biggs opened nominations
- Nominations were as follows:
  - Chair – Ms. Biggs
  - Vice-Chair – Mr. Vittum
  - Sec/Tres – Mr. Workman
  - At-Large – Ms. Walters
  - At- Large – Mr. Nelson

Motion: Mr. Sweet moved the Board close nominations. Ms. Walters seconded the motion.

Action: The motion passed unanimously with all members present by a roll call vote.

**7. Closed Session - Executive Session pursuant to Sec. 2.2-3711 (A) (5) (6) (7) of the Code of Virginia, relating to a discussion of an undisclosed prospective business or industry or the expansion of an existing business or industry and investment of public funds which if made public initially might adversely affect the Authority's financial position.**

- Project Goose
- Project Flying Goose
- Project Pencil

**a. Motion to Go Into Closed Session**

Motion: Ms. Lyons moved the Board go into closed session for the purposes of discussing business, under Code of VA, Sec. 2.2-3711 (A) (5) (6) (7). Ms. Walters seconded the motion.

Action: The motion passed unanimously on a roll call vote with all members present voting in the affirmative.

**b. Out of Closed Session**

Motion: Mr. Vittum moved the Board return to open session. Ms. Walters seconded the motion.

Action: The motion passed unanimously on a roll call vote with all members present voting in the affirmative.

**d. Certification of Closed Session: Roll Call Vote certifying compliance with 1950 Code of Virginia, Section 2.2-3712 (D) requirements that (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting.**

A motion is needed to certify the following: The Virginia's First Regional Industrial Facility Authority certifies compliance with 1950 Code of Virginia, Section 2.2-3712 (D) requirements that (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting.

Motion: Ms. Walters moved the Board certify that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered by the committee in the closed session. Mr. Workman seconded the motion.

Action: The motion passed unanimously on a roll call vote with all members present voting in the affirmative.

**8. Adjournment - Next Meeting: March 8, 2023**

With no further business to discuss, Ms. Biggs adjourned the meeting at 12:50 pm. The next scheduled regular VFRIFA Board meeting is Wednesday, March 8, 2023 at noon. Tentative dates and locations for called special meetings will be monthly on the second Wednesday at noon.

Respectfully Submitted,

Approved by,

Michael Solomon, Executive  
Director

Mary Biggs, Chair

Eric Workman, Secretary /  
Treasurer

**Virginia's FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY  
Attendance**

**December 13, 2022  
Pulaski County Innovation Center, Fairlawn, VA**

<b>Jurisdiction</b>	<b>Member</b>	<b>Alternate</b>
Bland County	<input checked="" type="checkbox"/> Eric Workman <input type="checkbox"/> Mr. Stephen Kelley	<input type="checkbox"/> Mr. Rodney Ratliff
Craig County	<input checked="" type="checkbox"/> Jay Polen	
Giles County	<input type="checkbox"/> Chris McKlarney <input type="checkbox"/> Paul Baker	
Montgomery	<input type="checkbox"/> Craig Meadows <input checked="" type="checkbox"/> Mary Biggs	<input type="checkbox"/> Brian Hamilton <input type="checkbox"/> Brenda Rigney
Pulaski County	<input checked="" type="checkbox"/> Jonathan Sweet <input checked="" type="checkbox"/> Laura Walters	<input type="checkbox"/> John Travis
Roanoke County	<input type="checkbox"/> Jason Peters <input type="checkbox"/> Jill Loope	<input type="checkbox"/> Martha Hooker
City of Radford	<input type="checkbox"/> Kim Repass <input type="checkbox"/> Richard Harshberger	
City of Roanoke	<input checked="" type="checkbox"/> Marc Nelson <input type="checkbox"/> Stephanie Moon Reynolds	<input type="checkbox"/> Robert Jeffrey
Town of Dublin	<input type="checkbox"/> Ty Kirkner <input checked="" type="checkbox"/> Debbie Lyons	<input checked="" type="checkbox"/> Edith Hampton
Town of Pearisburg	<input type="checkbox"/> Todd Meredith <input checked="" type="checkbox"/> Ken Vittum	
Town of Pulaski	<input type="checkbox"/> Greg East <input type="checkbox"/> Darlene Burcham	<input type="checkbox"/>

**Others Present:** Aaron Brummitt, Mark Popovich, Megan Baker

**Staff Present:** Michael Solomon, Drew Foxx



**VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY**  
**Quarter Ending December 31, 2022**

**Ledger Balance Forward September 30, 2022**

**903,620.69**

Dues/Shares/Rents Received		
Interest Earned		
Leases/Loan payments	190,321.25	
Mebane Sale		
RSF Tax/Surcharge Income		
Loans/Grants/Performance Payments		
Misc		
<b>Total Receivables (less fees)</b>	<b>190,321.25</b>	<b>190,321.25</b>

**October 2022 Payables**

Atlantic Union Credit Card	153.36	
National Bank	5,847.40	
Pulaski Co	11.00	
VSBFA	3,760.21	
Pulaski Co IDA	55,000.00	
Onward NRV	4,000.00	

**November 2022 Payables**

VSBFA	3,760.21	
Atlantic Union Credit Card	3,253.08	
Pulaski Co	11.00	
Guyann & Waddell	507.50	

**December 2022 Payables**

VSBFA	3,760.21	
Guyann & Waddell	175.00	
Atlantic Union Credit Card	1,792.88	
Pulaski Co	11.00	

**Total Accounts Payable** **82,042.85**

(82,042.85)

**Ledger Balance December 31, 2022**

**1,011,899.09**

**Available Funds**

<b>Virginia's First Designated Balance</b>	<b>-251,870.17</b>	
<b>Commerce Park Designated Balance</b>	<b>732,366.96</b>	

**Total Available Funds**

**480,496.79**

These financial statements have not been prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are intended for internal use only

	VA First	Commerce Park	Total Funds
<b>9/30/22 Designated Balance</b>	<b>\$ (209,927.68)</b>	<b>\$ 1,113,548.37</b>	<b>\$ 903,620.69</b>
<b>Quarterly Income</b>			
Dues/Shares			
Loans			
Leases			
Misc - Grants/Easement Fees/PSA repayment/RSF income/Patton		\$ 4,255.00	
Real Estate Tax/Water Surcharge RSF		\$ 185,436.25	
Add'l Shares - W/S Expansion			
an payments land sale - new Dublin Presbyterian church			
mebane house sale			
Ruebush Road house sale		\$ 630.00	
reserve transfer			
<b>Total Income</b>	<b>\$ -</b>	<b>\$ 190,321.25</b>	<b>\$ 190,321.25</b>
<b>Quarterly Expense</b>			
Admin Contracted			
Admin Exp	\$ 43.40	\$ 64.84	
Project Development			
Website			
Contractual Service			
Debt Service		\$ 60,847.40	
Capital Outlay			
Professional	\$ 682.50	\$ 4,000.00	
Site Marketing		\$ 5,124.08	
Site Maintenance			
Lot C		\$ 11,280.63	
Revenue Refund			
Misc/reserve used for debt service			
<b>Total Expense</b>	<b>\$ 725.90</b>	<b>\$ 81,316.95</b>	<b>\$ 82,042.85</b>
<b>12/31/22 Designated Balance</b>	<b>\$ (210,653.58)</b>	<b>\$ 1,222,552.67</b>	<b>\$ 1,011,899.09</b>
		<b>12/31/2022 ledger balance</b>	<b>\$ 1,011,899.09</b>
			\$ -
		\$ 1,222,552.67	Commerce Pk Qtr Balance
	<b>\$ (210,653.58)</b>	<b>\$ 1,222,552.67</b>	

These financial statements have not been prepared in accordance with General Accepted Accounting Principles (GAAP) and are intended for internal use only

Prepared by and return to: Mark C. Popovich (VSB #46414)  
Guynn, Waddell, Carroll & Lockaby, PC  
415 S. College Avenue  
Salem, Virginia 24153

Tax Map Reference No.: 047-048-0000-010A

Assessment: \$125,200.00

Consideration: \$62,600.00

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY**, Grantor, hereinafter referred to as Seller, whose address is 6580 Valley Center Drive, Suite 124, Radford, Virginia 24141 and **GAIA ENERGY ENTERPRISES, LLC**, a Virginia limited liability company, Grantee, hereinafter referred to as Buyer, whose address is 14600 Jovet Court, Centreville, Virginia 20120.

#### **WITNESSETH:**

**WHEREAS**, Seller is the fee simple owner of the following described unimproved tract or parcel of land, lying and being situate in Pulaski County, Virginia (the "Property"), to-wit:

All that certain lot or parcel of land, with any and all improvements thereon and privileges and appurtenances thereunto belonging, and lying in the Cloyd District, Pulaski County, Virginia containing approximately 6.262 acres, more or less, and designated as "Parcel A" on that certain plat of survey entitled "Minor Subdivision Plat, Virginia's First Regional Industrial Facility Authority Property", dated January 28, 2019, by Draper Aden Associates, as recorded in the Pulaski Circuit Court Clerk's Office in Plat Book 192, Page 10.

**WHEREAS**, Seller agrees to sell and Buyer agrees to buy the above-described property.

**NOW, THEREFORE**, the parties in consideration of the premises and the mutual covenants contained herein, agree as follows:

#### **PURCHASE PRICE**

The purchase price of the Property is Sixty-Two Thousand Six Hundred Dollars (\$62,600.00), which shall be paid to Seller at settlement by wired funds.

#### **SETTLEMENT**

Settlement shall be made at the office of the Grantor in the jurisdiction wherein the property is located, on or about the 31<sup>st</sup> day of January, 2023 ("Settlement"), or as soon thereafter as title can be examined and papers prepared.

## CONDITION OF PROPERTY

Buyer has personally inspected the property and accepts the property "AS IS".

## EXPENSES AND PRORATIONS

Seller agrees to pay the grantor's tax and expense of preparing the deed, certificates of non-foreign status and Form 1099-S. Buyer agrees to pay the recordation tax applicable to grantees upon the recordation of a deed.

## TITLE

The right of entry upon the Property and use thereof shall be given at Settlement, unless otherwise agreed in writing by the parties, with Grantee having full and unobstructed use of the Property. If, within twelve (12) months of the date of Settlement (the "Initial Period"), Grantee commences construction on the Property, Grantor shall officially transfer ownership of the Property to Grantee by recording a Deed of Bargain and Sale (the "Deed") in the Pulaski County Circuit Court Clerk's Office which shall convey to Grantee good, marketable and insurable free simple title to the Property, subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property or render the title unmarketable. For purposes of this Contract, "commences construction" shall mean the breaking of ground in order to construct improvements to the property a building. If Grantee shall fail to commence construction within the Initial Period, the parties agree that Grantee shall have an additional ~~twenty-four~~ twelve (24+2) months (the "Additional Period") in which to commence construction, but that for each month the commencement of construction is delayed during Additional Period, Grantee shall pay the Grantor One Thousand Dollars (\$1,000.00) per month. ~~Any such payments made will be credited to the Purchase Price and refunded to the Grantee so long as it commences construction within those Additional Period.~~ If Grantee shall fail to commence construction on the property, within Initial or Additional Period, this Contract shall become null and void and Grantor shall have the right to ~~retain the purchase~~ the property from Grantee at the price Grantee paid plus closing costs incurred, and any monthly payments received are without refund to Grantee.

## RISK OF LOSS

All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause, or taking by eminent domain is assumed by Seller until recordation of the Deed. In the event of substantial loss or damage to the Property before recordation of the Deed, Buyer shall have the option of either (1) terminating this Contract, or (2) affirming this Contract, in which event Seller shall assign to Buyer all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to Buyer any sums received as a result of such loss or damage.

## TITLE INSURANCE NOTIFICATION

The Buyer may wish, at Buyer's cost, to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials

performed prior to closing and which, though not recorded at the time of recordation of the Buyer's deed, could be subsequently recorded and would adversely affect Buyer's title to the Property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage.

### **ASSIGNABILITY**

This Contract may not be assigned by either Seller or Buyer without the written consent of the other.

### **DEFAULT**

If either the Seller or Buyer defaults under this Contract, the defaulting party, in addition to all other remedies available at law and in equity, for any and all damages and expenses incurred by the non-defaulting party, including, without limitation, attorney's fees and costs, if any.

### **NOTICES**

Whenever notice is to be given pursuant to any of the provisions of this Contract, such notice shall be deemed to have been given when deposited in the U.S. mails with postage prepaid, for delivery by certified mail, return receipt requested, or upon pick-up for commercial overnight delivery. The date of that notice shall be deemed to have been given shall be determined by the postmark if sent by U.S. mail and by the invoice showing the date and time of pick-up if sent by courier.

### **RECORDATION OF CONTRACT**

This contract must be recorded in the general index of the Clerk's Office of the Circuit Court of Pulaski County, Virginia in order to protect Buyer from claims of subsequent Buyers or of other persons obtaining an interest in this real estate, or from claims of judgment creditors, if any, of the Seller.

### **MISCELLANEOUS**

The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors, and assigns; that its provisions shall be merged into the deed delivered at Settlement and shall not survive Settlement; that unless amended in writing by Seller and Buyer, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties, or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia.

### **ACCEPTANCE**

This Contract when signed by Buyer shall be deemed an offer and shall remain in effect, unless withdrawn, until \_\_\_\_\_ A.M./P.M. on the

\_\_\_\_\_ day of \_\_\_\_\_, 2022. If not accepted within that time by Seller by delivery of a signed copy of this Contract to Buyer or Buyer's designated representative, it shall become null and void. For the purposes of this Contract, Contracts received by electronic or facsimile transmission shall be deemed to be an original.

In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing a digital signature service.

Seller accepts this Contract at \_\_\_\_\_ A.M./P.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**[Signature Pages to Follow]**

**VIRGINIA’S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY**

\_\_\_\_\_  
Michael Solomon, Executive Director

**COMMONWEALTH OF VIRGINIA )**  
**)**  
**CITY/COUNTY OF \_\_\_\_\_ )**

On \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Michael Solomon, Executive Director on behalf of Virginia’s First Regional Industrial Facility Authority, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity as property owner and property purchaser, respectively.

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

Commission expires: \_\_\_\_\_

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

**GAIA ENERGY ENTERPRISES, LLC**

\_\_\_\_\_  
Ralph Torrossian, CEO

**COMMONWEALTH OF VIRGINIA )**  
**)**  
**CITY/COUNTY OF \_\_\_\_\_ )**

On \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Ralph Torrossian, CEO on behalf of Gaia Energy Enterprises, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity as property owner and property purchaser, respectively.

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

Commission expires: \_\_\_\_\_

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





AECOM  
10 S. Jefferson Street, Suite 1600  
Roanoke, VA 24011  
www.aecom.com

540-857-3100 tel  
540-857-3180 fax

Date: March 1, 2023

To: Mr. Michael Solomon

Pulaski County

6580 Valley Center Drive

Fairlawn, VA 24141

Re: NRV Commerce Park Master Planning and Concept Site Development

Dear Mr. Solomon:

AECOM Technical Services, Inc. ("AECOM") is pleased to submit this proposal to Pulaski County ("Client") with regard to the 65% Mass Grading Design for International Parkway and Lot J ("Project") located at the NRV Commerce Park ("Proposal"). This Proposal is for services to further define the needed Scope of Services for architectural/engineering services related to the Project ("Scoping Services"). Upon completion of these Scoping Services the parties will finalize the Scope of Services to be performed by AECOM for the architectural/engineering services under a separate agreement.

**Scoping Services:**

Refer to the attached revised Proposal dated TBD.

**Deliverables:**

Refer to the attached Proposal dated TBD.

**Schedule:**

Refer to the attached Proposal dated TBD

**Compensation:**

Services will be provided on a Lump Sum basis for an amount of \$290,000.00 ("Fee"). In addition, AECOM will be reimbursed for expenditures AECOM and its subconsultants specifically incurred for the Project, including without limitation, transportation, including air travel; lodging and subsistence; document reproduction; computer plotting; photography; long distance communications; shipping, postage, messenger or courier service charges; any sales, usage, occupation, service or similar taxes; purchase of maps and similar documents; supplies and materials; other similar expenses; and as authorized by you, any professional photography, renderings and scale models, special engineering studies and reports, mock-ups or samples performed by outside vendors. Billings for such reimbursable expenses shall be marked up ten percent (10%) for handling and coordination.

**Commencement of Work**

By signing this Proposal and returning it to AECOM, Client is agreeing to these terms and authorizing AECOM to proceed with the performance of the Scoping Services. Any changes to this Proposal shall be in writing and signed by both parties.

**Invoicing and Payment**

AECOM may invoice Client on a monthly or other progress-billing basis as set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice, and shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance, and AECOM shall be entitled to suspend its Services until payment in full, including interest, is received. Should such suspension exceed 60 consecutive days, AECOM may elect to terminate this Agreement in its sole discretion, shall be entitled to immediate payment for all Services performed through the date of termination, and shall bear no liability for additional cost or disruption arising from such termination.

**Risk Allocation and Restriction of Remedies**

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBCONTRACTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS ("CONSULTANT COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

**Data Rights**

All Deliverables resulting from the performance of the Services shall become the property of Client upon proper payment. Any modification or reuse of Deliverables without the express written verification or adaptation by AECOM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to AECOM. Any such verification or adaptation will entitle AECOM to further compensation at rates to be agreed upon by the Parties. Notwithstanding the above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Deliverables ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

**Standard of Care**

AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.

**Termination**

This NTP may be terminated by either party upon written notice. In the event of termination, AECOM shall be compensated for all Services performed up to the date of termination including reimbursable costs. Should AECOM not complete all of the Scoping Services for any reason, Client will hold AECOM harmless for any and all aspects of the Project and for any damages resulting from the Scoping Services provided since due to their incomplete status, they will not be suitable for use.

**Signatures**

Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**Force Majeure**

Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

**Entire Agreement**

This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties.

AECOM is pleased that you have asked AECOM to assist you in this work. We look forward to continuing our relationship with the Pulaski County.

If you agree to this Proposal, please indicate so by signing both copies of this Proposal and return a copy to us for our records.

[Signature page follows]

**AECOM Technical Services, Inc.**

**CLIENT: Pulaski County**



Signature

Signature

Ronald B. Smith, PE

Michael Solomon

Vice President

Economic Development Director

10 S. Jefferson Street, Suite 1600  
Roanoke, VA 24011

6580 Valley Center Drive  
Fairlawn, VA 24141

Mr. Michael Solomon  
Pulaski Economic Development Director  
6580 Valley Center Drive  
Fairlawn, VA 24141

February 28, 2023

Dear Mr. Solomon:

**Subject: Proposal for NRV Commerce Park Lot J Due Diligence and Master Planning**

As requested, AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal to provide engineering services related to the Lot J as identified in the NRV Commerce Park & Airport Taxiway/Lot J Conceptual Plan. We understand that Virginia's First Regional Industrial Facilities Authority serves as the Owner of the Commerce Park (property).

**I. BACKGROUND AND BASIS OF PROPOSAL**

Virginia's First Regional Industrial Facility Authority (VFRIFA) received a grant from VEDP in March 1, 2022. The grant received was in the total amount of \$300,000.00. The performance agreement grant proceeds is expected to be used for the design, survey and environmental permitting of Lot J, extension of International Parkway which extends to Lot J from Patton Warehouse.

Mass grading plans (65%) will be provided for Lot J, International Parkway and airport taxiway connection for potential businesses such as Maintenance Repair Operations (MRO) and a private companies. Wetlandland delineation updates, geotechnical, order of magnitude construction cost and schedules for the proposed areas will be provided as noted below. We propose to provide the above deliverables as outlined in the Scope of Work (SOW) - Section II. The SOW and fee offered herein are based on our recent correspondence with Pulaski County, VEDP call (dated 2/1/23), John Loftus (dated 2/16/23) and our experience with similar projects.

The scope of work results below will be developed into a 65% mass grading design package that will include exhibits and a recommended improvement plan to achieve VBRSP Tier 4 status.

**II. SCOPE OF WORK**

**1. Master Grading Work for Lot J, International Parkway and Taxiway**

- a. Develop conceptual layouts for Lot J, taxiway/apron areas to identify future buildout potential. This would be used to demonstrate how the mass grading package will be developed and for VFRIFA acceptance.
- b. Develop 65% mass grading, storm water management with future building pad package layout for Lot J. This would include 65% mass grading for the extension of International Roadway which by pass Lot H that leads to Lot J. The location and size of the building pad sites and recommended phasing of the areas will be determined through Draper Aden's wetland impact analysis combined with a grading analysis from the existing KPSK future ramp/taxiway that joins Lot J. The ultimate goal would be to balance the potential earthwork on the areas.

- c. Client Kick-off Meeting and Table Top Data Review: We will meet with the client to confirm their vision for the overall project, meet with County Engineer to understand the long term infrastructure capacities, and meet with the Airport Authorities to have an understanding of their current and future proposed activities.

The Owner will provide the following information to support development of the master plan and conceptual development of Lot J:

- Latest planning for future developments within the NRV Commerce Park.
  - Copy of the geotechnical reports that went with the expansions.
  - Any Wetlands determination from the airport with the digital files GIS or CADD.
- d. AECOM will subcontract a aerial topographic survey for International Parkway, Lot J and edge of existing airport runway.

The current USGS LiDAR information taken in 2015 can only be used for master planning and concept grading plans as indicated in paragraph 1.a above.

- e. 65% Mass grading, erosion & sediment control and stormwater management area package will be developed for Lot J and development of International Parkway leading to lot J. It's understood that culverts will be required to cross a small stream as one approaches Lot J.

Development of International Parkway would meet VDOT standards. The extension of road way is approximately 4,400 lf. The design would include roadway plan, roadway Profiles, E&S control plan, road sections taken at approximately 50' intervals with culvert details and Profiles.

- f. 65% Water and Sanitary design to accommodate Lot J. This would tie to Pulaski's current utility infrastructure. This would include water line alignment, sanitary plan alignment with profiles.
- g. Pulaski County Utility Data. We will incorporate the general utility tie-ins availability provided by the County's Engineer. This will only be shown as conceptual layouts. No upgrade infrastructure design is intended for this project.
- h. Order of Magitude Costs will be prepare based off the 65% mass grading packages for Lot J and extension of International parkway. The overall cost will include additional professional design services (from 65% to Final design), assumed permitting fees, and the construction costs to forward the site per VBRSP tier to "site readiness" (Tier 4).
- i. The final mass grading design plans for the Conceptual Lot J Layout will be provided to Client and airport for their review and comment. Once we receive comments, we will incorporate into a final deliverable report.
- j. Participate in one (1) meeting with VDOT at their local office or Project site.
- k. Participate in two (2) virtual conference calls with VEDP, attend two on site meetings at Project site. AECOM's project manager and lead design engineer will participate in all meetings.

- I. Participate in two (2) meetings with Airport Authorities at the project site. AECOM's project manager and lead design engineer will participate in the meetings.

65% Mass Grading Deliverables:

- Mass grading design, specifications, and ROM cost estimate.
- Meeting memo's (email format).

2. Geotechnical and Wetland Delineation at Lot's J & H

- a. Wetlands and Threatened and Endangerment (TE) Assessment database review would include:

- Provide a one day walk over so we can confirm the Castle's findings in their February report.
- Support to AECOM civil engineers. use the digital files.
- Work with Draper Aden to determine February 2022 report has been filed with USACE.

- b. Geotechnical Engineering Study and Report key items include:

To preliminarily characterize subsurface conditions at the site, F&R will coordinate a Preliminary Geotechnical Field Exploration Program, which will include up to eight (8) standard penetration test (SPT) borings in areas preliminarily identified for anticipated improvements. See proposed boring locations illustrated in Figure 2 on the following page. Upon completion of the exploration program, we will perform limited laboratory testing on selected soil and rock samples obtained from the exploration programs, and provide preliminary conclusions and recommendations regarding the geotechnical implications of the subsurface condition for design and construction of a business or industrial complex at the site.

Subsurface Exploration: F&R will mobilize our ATV/track mounted drill rig to the project site. Unless otherwise advised, it is assumed that F&R will have permission to enter the site at any convenient location.

F&R personnel will select and field locate up to eight (8) boring locations on Lot J. The boring locations will be planned to provide representative coverage of the proposed improvements, and will be field located in accessible areas using a non-survey grade, hand-held global position system (GPS) unit. The existing ground surface elevations at the boring locations will be estimated from the topography shown on the available plans, from available survey information, or from GIS or LiDAR information, provided by others.

F&R will drill the proposed SPT borings with an ATV/track mounted rotary-auger drill rig, equipped with hollow-stem augers and split spoon sampler. SPT testing will be performed at 2-or 2.5 foot intervals within the top 10 feet of each boring,

and at 5-foot intervals thereafter. The borings will be extended to depths of up to 40 feet below existing surface grades, or to boring termination due to auger skewing or auger refusal, or to two successive sampling increments into partially weathered rock (PWR). A total proposed SPT boring footage of up to 320 feet is included.

If auger refusal is encountered above the planned boring termination depths, rock coring will be performed to allow for further characterization of the bedrock at the site in isolated locations. Up to two (2) rock cores of ten (10) feet each (20 feet total rock coring footage) is included in this proposal.

Groundwater observations will be made upon the completion of drilling. It should be noted that ground water levels are expected to fluctuate with seasonal variations in precipitation or as a result of construction activity, and there is no guarantee that groundwater will never rise above the levels observed during our exploration program.

By the nature of the work to be performed, the 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 in our cost estimate. It is possible that while drilling some borings will encounter karst conditions, or may be relocated at anomalies.

Provide CBR and Atterberg testing along the extension of International Parkway at 500' intervals and/or intersections.

- **Laboratory Testing:** the preliminary exploration program to supplement the field classifications. The proposed testing program is as follows:
  - Moisture Content (ASTM D2216) – 4 tests
  - Percent passing #200 sieve (ASTM D 1140) - 4 tests
  - Atterberg Limits (ASTM D 4318)– 4 tests
  - Standard Proctor moisture-density relationship (ASTM D 698) – 2 tests
  
- **Geotechnical Evaluation and Preliminary Report:** F&R will prepare a Preliminary Geotechnical Engineering Report, will include the following key elements:
  - Discussion of the observed existing site conditions and available details of the proposed development.
  - Discussion of the site geology and subsurface conditions encountered in the borings.
  - Detailed boring logs and a Boring Location Plan showing the boring locations.
  - Results of the laboratory testing.
  - Discussion of our preliminary conclusions and recommendations regarding the geotechnical implications of the subsurface conditions for design and



construction of a business or industrial complex at the site. An electronic copy of the Preliminary Geotechnical Engineering Report will be provided to the Client in PDF format.

Due to the preliminary nature of the available project information and scope of this exploration, the report will not include specific design or construction recommendations for the karst remediation, slope analysis or stabilization, retaining walls, foundations, pavements, utilities, or other specific features. A design-phase geotechnical study, including additional subsurface explorations and geophysical field testing as well as specific geotechnical analysis and design should be performed once more specific plans and details of the proposed development are available, F&R can provide final subsurface exploration and geotechnical engineering services.

### III. SCHEDULE

- |   |   |
|---|---|
| • Develop Lot J Conceptual Layouts              | 3 weeks after NTP   |
| • First Va Approval of Conceptual Layouts       | 1 week after Conceptual Layout                              |
| • Mass Grading Package                          | 4 weeks after First Va Approval of Conceptual Layouts       |
| • First Va Approval of 35% Mass Grading Package | 1 week after Conceptual Layout                              |
| • Complete Geotechnical Works                   | 4 weeks after Conceptual Layout Approvals                   |
| • 65% Mass Grading Package                      | 2 Weeks after First Va Approval of 35% Mass Grading Package |
| • Issue to DEQ for Pre-Liminary Permitting      | 1 week after First Va Approval                              |
| • Deliver to VEDP package                       | 1 Week after Final Package is Complete                      |

### IV. BASIC SERVICES FEE

Our proposed lump sum fees:

65% Mass Grading Lot J and Extension of International Parkway	\$237,850.00
Aerial Survey (Roadway Extension, Lot J & Edge of Runway	\$23,000.00
Geotechnical Survey Lot J and International Parkway	\$29,150.00
Total Fees	\$290,000.00

**V. TERMS AND CONDITIONS**

This work will be performed under our Standard Terms and Conditions that were presented to the Pulaski County (attached).

**VI. ADDITIONAL SERVICES**

Basic Services are limited to those outlined in the above Scope of Work. Other Services may be added as mutually agreed to by each party. The following are not included in our fee proposal:

- a. Design from 65% Design to Final Mass Grading package.
- b. Master planning for the Commerce Park.
- c. Cultural Resource study – Timmons Group Culture Resources Shovel Ready Test Map dated 12/14/2014 does not indicate any findings in the Lot H or J.
- d. Wetland and Delineation Reporting and preliminary jurisdictional meeting. Refer to Castle Rocks report developed in February 2022.
- e. Value Engineering Analysis.
- f. Roadway or Utility designs for Patton Industries at existing facilities.
- g. Permitting application fees (paid by Owner).
- h. Site Characterization report (not required by VEDP).
- i. Design Fees from 65% to Final Mass, Construction costs, Bidding services or Construction Administration Services.
- j. DEQ permit Approvals will be pending based up Final Design documents.

**VII. CLOSING**

Thank you for this opportunity to serve the Pulaski County. This proposal is valid for a period of 60 days. If you find this proposal acceptable, please have an authorized representative for Town of Vinton sign in the "ACCEPTED FOR:" section below and return it to my attention. If you have any questions concerning this proposal, please contact Shane Powers at (540) 529 1356.

Sincerely,



Ronald B. Smith, PE  
Vice President

Attachments:

1. AECOM Standard Terms and Conditions
2. Airport Master Plan

**ACCEPTED FOR: AECOM**

Signature:  \_\_\_\_\_

Printed Name: Ronald B Smith

Title: Vice President

Date: February 28, 2023

**ACCEPTED FOR: Pulaski Economic Development Director**

Signature: \_\_\_\_\_

Printed Name: Micheal Solomon

Title: Director of Economic Development

Date: Februaray 28, 2023