



January 17, 2023

Bret Schardein
Powhatan County
3834 Old Buckingham Road
Powhatan, VA 23139

***Re: Powhatan County Eastern Convenience Center & Carter Gallier Boulevard
Extension PPEA Proposal***

Dear Mr. Schardein

Powhatan County Board of Supervisors agreed to proceed with the Eastern Convenience Center and Carter Gallier Boulevard Extension PPEA Project as generally proposed by Branchway Development, LC and requested that Branchway prepare a detailed proposal. The process to prepare the PPEA proposal included site investigations (boundary and topographical survey, wetland, geotechnical, etc.), preliminary civil design for the Convenience Center and Carter Gallier Boulevard, preparation of a construction cost estimate, preparation of an overall project budget and numerous meetings and discussions with Powhatan County staff.

The proposed Project is compatible with County's comprehensive plan, infrastructure development plans, and capital improvements plan. The new Convenience Center will reduce burden on the existing convenience center and increase level of service to all Powhatan residents but with an emphasis on the eastern part of the county. The Carter Gallier extension from S Creek One stub to Luck Stone Road will decrease traffic on Route 60 and create future development sites along extension for light manufacturing, warehouse, and commercial uses. The project will promote work force retention and enables job creation for public and private employees and will lead to future incremental tax revenue. The construction of Carter Gallier Blvd as a parallel road to Route 60 has been a desire of the County's for over a decade, and with this project we are able to build this road and construct a much needed second convenience center.

This PPEA submittal includes the proposed business terms and conditions for the PPEA Project and a copy of Branchway's initial RFP submittal for reference purposes. Should the County choose to proceed with the project as proposed by Branchway, the next action step to implement the project will be the preparation of a mutually agreed to notice to proceed.

Respectfully,
BRANCHWAY DEVELOPMENT, LC

Donald J. Balzer Jr.

Scott M. O'Connell



Proposed Terms & Conditions:

The following non-binding proposal indicates the basis upon which Branchway Development, LC., with offices at 2150 Carter Gallier Blvd., Suite C, Powhatan, VA (hereinafter “Branchway”) is prepared to enter into a PPEA agreement with Powhatan County with offices at 3834 Old Buckingham Road, Powhatan, VA (hereinafter “County”). Collectively Branchway and County are hereinafter the Parties.

- 1. Description of the Project.** Following is a high-level description of the project and proposed phasing. See Attachment “A” for a depiction of the overall Project area and identification of land parcels.
 - a. Phase I – Property Transactions: Exchange County Parcel - GPIN 6791-02-0020 (approx. 19.73 acres) and Partial Urbine Parcel - GPIN 6791-11-2992 (approx. 18.89 acres). County procurement of Luck Stone ROW Parcels – GPIN 6791-32-1401, 6791-31-5688, 6791-13-3204 and 6791-32-7018. Obtain any temporary construction easements necessary for the construction of Carter Gallier Blvd.
 - b. Phase II – Entitlements: Rezone, construction plan design, governmental approval and permitting.
 - c. Phase III – Construction Ready: Hard construction bid, structure project financing, Parties enter into mutually agreed to PPEA agreement, close real estate transactions, contractor pre-con and authorize commencement of construction.
 - d. Phase IV – Construction: Construction of Convenience Center and Carter Gallier Road Extension and delivery of Project.
 - e. Phase V - Project closeout
 - f. Phase VI – Convenience Center Opening: Installation of Convenience Center equipment and commencement of operations by the County.

- 2. Project Schedule:** A high-level project schedule is set forth on Attachment “B.” The estimated total time frame to complete the project from issuance of notice to proceed to completion of all work is approximately 36 months.

- 3. Work & Cost Estimate:**
 - a. Plans. The following plans were used to prepare a construction cost estimate:
 - Attachment “C” - Alternate Parcel Diagram
 - Attachment “D” - Convenience Center Schematic Layout
 - Attachment “E” - Carter Gallier Road Extension



b. Cost Estimates:

Item	Budget
Construction	
Convenience Center	\$ 1,775,812.00
Carter Gallier Blvd Extension	\$ 4,484,287.00
Power to Convenience Center Budget	\$ 131,250.00
Fees & Permits:	\$ 321,500.00
Professional Fees:	\$ 250,000.00
Legal Costs	\$ 52,500.00
Short Term Financing, Insurance and OH	\$ 190,900.00
Total Budget:	\$ 7,206,249.00

4. Sources & Payment Terms:

- a. Sources: County will fund all Phases with current available funds, bond financing proceeds and/or other financing methods of County's choice.
- b. Payment Terms: Funding will be provided at milestones throughout the Project to be mutually agreed upon by County and Offeror at a later date.

5. Responsibilities of the Parties:

- a. Offeror will generally be responsible for the following:
 - Assist, as needed, with County and Urbine property exchange and procurement of Luckstone ROW.
 - Design, governmental approvals and permits.
 - Construction of Convenience Center and Carter Gallier Boulevard extension.
 - Project planning, coordination, management, and closeout.
- b. County's will generally be responsible for the following:
 - Rezoning GPIN 6791-11-9672, 6791-11-2992, 6791-01-8452, 6791-01-6573 from Agricultural to a commercial use to be mutually agreed upon.



- All costs and legal transaction services associated with County & Urbine property exchange (land and right of way) and procurement of Luck Stone right of way and any temporary construction easements.
 - Purchase and installation of convenience center equipment and operations of convenience center.
 - Procure financing for Project.
6. **Insurance and Warranties:** Design team will have professional liability insurance; contractor and subcontractor team will workman's compensation and liability insurance, construction work will be bonded, and a 1-year warranty will cover work defects discovered after completion.
7. **Contract & Notice to Proceed.** Reference is made to the Project Schedule. A preliminary high level schedule is provided for review in Attachment "B." Phases I-III will proceed under the terms and conditions of a notice to proceed. A contract shall be drafted and mutually agreed to by the parties prior to proceeding with the Phases IV-VI. Branchway will draft and deliver the notice to proceed to the County for review within 10 business days of County approval. The parties agree that a PPEA contract will be drafted and fully executed at least 30-days before commencement of Phase IV-VI.
8. **Legal Costs.** The Parties will incur certain legal costs including, but are not limited to, the drafting of the notice to proceed and the PPEA agreement. These documents will be drafted by Branchway's legal counsel and will be an eligible project cost for reimbursement.
9. **Branchway's Initial RFP Response:** The initial RFP response is provided in Attachment F. This is for reference only as changes have been made to plans, pricing, and schedule.