Open Session Agenda
The Innovation Campus Project
- Dr. Timothy D. Sands, President
- Ms. Elizabeth G. Hooper, Director of State Government Relations
- Mr. Charles D. Phlegar, Vice President for Advancement
- Dr. Brandy L. Salmon, Associate Vice President for Innovation and Partnerships
- Mr. M. Dwight Shelton, Jr., Vice President for Finance and Chief Financial Officer
- Ms. Tracy Vosburgh, Senior Associate Vice President for University Relations
- Mr. Chris Yianilos, Executive Director of Government Relations

Motion to Begin Closed Session

Closed Session Agenda
Assignment of Employees to the Innovation Campus Project
- Dr. Brandy L. Salmon, Associate Vice President for Innovation and Partnerships

Discussion of Real Property Acquisition in Northern Virginia
- Dr. Dwayne L. Pinkney, Senior Vice President for Operations and Administration

Fundraising Activities Update
- Mr. Charles D. Phlegar, Vice President for Advancement

Motion to Return to Open Session

Resolution to Endorse the Innovation Campus Project
- Dr. Timothy D. Sands, President

Resolution Approving Amendment and Modification to the Comprehensive Agreement for the Virginia Tech Carilion Research Institute Biosciences Addition in Roanoke, Virginia
- Ms. Kay K. Heidbreder, University Counsel
MEDIA RECAP, DAY ONE
VIRGINIA TECH INNOVATION CAMPUS // NOV. 13

NATIONAL MEDIA

Associated Press
Biggest lure for Amazon to Virginia may be campus, not cash

Axios
1 big thing: Amazon's new quest

New York Times
A $2 Billion Question: Did New York and Virginia Overpay for Amazon?

CNN (Wire)
Amazon HQ2 plans get mixed reaction in New York and Northern Virginia
Helipads and everything else Amazon is getting out of its deals with New York and Virginia

Washington Post
It's official: Amazon splits prize between Crystal City and New York
Amazon HQ2 decision: Amazon splits prize between Crystal City and New York
Amazon arrival spurs Virginia Tech to build technology campus in Northern Virginia

GeekWire
Virginia forms new neighborhood for Amazon, bracing for radical transportation of sleepy DC suburb

USA Today
Amazon HQ2 near Washington ‘a win for us and our whole region’: Today’s talker

Forbes
Virginia Tech's Promise To Build A New Campus Helped Seal Amazon's Virginia Headquarters Deal
Amazon Plans Average Wage Of $150,000, New Virginia Tech Campus And More For Crystal City Expansion
Reuters (Wire)
Amazon picks New York City, Washington D.C. area for $5 billion new headquarters

CNBC
Squawk Alley
Power Lunch

POLITICO
Amazon confirms Northern Virginia, New York City for new HQs

Yahoo Finance
Sen. Mark Warner on Amazon’s HQ2 in Virginia: It’s a win for the whole region
Sen. Mark Warner speaks with Yahoo Finance [TRANSCRIPT]

UPI
Amazon announcement stirs excitement, outrage in HQ2 locations

AdWeek
Amazon Chooses Northern Virginia and New York City for Its 2 New Satellite Offices

D.C. AREA MEDIA

WTOP
Virginia Tech’s ‘Innovation Campus’ played a key role in Amazon’s HQ2 decision – so what is it?

WTOP
‘Shot in the arm’: Northern Va. lands half of Amazon’s massive HQ2 deal

WTOP
When can you apply? FAQs about working at Amazon’s new N.Va. HQ

WTOP
Virginia Tech to open $1B innovation campus 2 miles from Amazon HQ2

WRC
With Amazon Deal Comes New Virginia Tech Innovation Campus

WRC
Amazon Selects Northern Virginia, New York City for New Headquarters
WJLA
**Biggest lure for Amazon to Virginia may be $1-billion ‘Innovation Campus,’ not cash**

WJLA
**Virginia Press Conference**

WTTG (Fox)
**The economic, housing and transportation impacts of Amazon HQ2 in Northern Virginia**

WTTG (Fox)
**AMAZON HQ2: Amazon officially picks Northern Virginia, New York City for 2nd headquarters**

DCist
**Now That We (Kind Of) Know What National Landing Is, Here’s What It’ll Look Like With Amazon**

ARLNow
**With Amazon On Board, Leaders Look to Quell Concerns Over Incentives for the Tech Giant**

ARL Now
**BREAKING: Amazon Will Split ‘HQ2’ Between Crystal City, Long Island City**

Inside Nova
**Virginia Tech to build $1 billion innovation campus near Amazon headquarters**

Washingtonian
**Did Amazon Just Rename Crystal City?**

Washington Business Journal
**The winners and losers list: Our irreverant HQ2 edition**

Washington Business Journal
**Virginia Tech to open $1B innovation campus 2 miles from Amazon HQ2**

Washington Business Journal
**Virginia’s Amazon HQ2 win wasn’t just based on traditional incentives. Here’s what else was included.**

Washington Business Journal
**Here’s how Amazon HQ2’s National Landing campus will take shape**

Washington Informer
**Virginia Tech’s ‘Innovation Campus’ played a key role in Amazon’s HQ2 decision – so what is it?**

Alexandria News
**Northern Virginia’s National Landing Selected For Major New Amazon Headquarters**

Education Dive
**Amazon announces HQ2 picks, expects local colleges to factor in**

Prince William Times
**Northam makes it official: ‘Virginia is for Amazon lovers’**

Fairfax News
**Virginia Tech plans $1 billion campus next to Amazon HQ2**
TMCNet (Alexandria)
Virginia Tech Innovation Campus in Alexandria Helps Attract Amazon to Washington D.C. region

Falls Church News Press
Amazon Selects Arlington as One of 2 New National Headquarters; Beyer Hails Decision

Northern Virginia Magazine
Amazon taps NoVA for one half of HQ2

Fauquier News
Amazon expects to bring 25,000 new jobs to NOVA

Virginia Business
Virginia Tech to establish $1 billion Innovation Center in Alexandria as part of Amazon deal

WRIC (Richmond)
Virginia Tech to build $1 billion innovation campus near Amazon HQ2

WWBT (Richmond)
Virginia Tech to open 1M square-foot campus near Amazon HQ2

Sands on Amazon/Tech project: Opportunity to leverage NoVa to grow Roanoke, Blacksburg

Politicians celebrate Amazon headquarters coming to Virginia

Virginia Tech to open $1 billion campus in Northern Virginia next to Amazon HQ2

We know Amazon is coming to Virginia. But now, here are the details

Northam Announces Amazon Selects Virginia for Major New Corporate Headquarters

Amazon splits HQ between New York and northern Virginia
REGIONAL MEDIA (continued)

WDBJ
President of Virginia Tech, Tim Sands speaks on the Innovation Campus
WDBJ
Virginia Tech to create Innovation Campus to support Amazon’s new headquarters
WSLS
Virginia Tech helped convince Amazon to bring thousands of jobs to Virginia
WFXR
Virginia Tech credited with key reason Amazon selected Virginia for new HQ
WFXR
Governor Northam Announces Amazon Selects Virginia for Major New Corporate Headquarters
WSET
New $1 billion, tech-focused VT campus cited as attraction for Amazon HQ

EMAIL ANALYTICS

Alumni
Sent: 142,936
Bounced: 2,139
Open rate: 16.39%
Click through rate: 1.62%

Faculty, Staff, and Students
Sent: 45,450
Bounced: 0
Open rate: 39.2%
Click through rate: 4%
SOCIAL MEDIA

Post Impressions
(how many times the post was seen)
462,210

Post Engagement
(likes, comments, & shares)
12,178

Link clicks
(how many people were pushed to vt.edu/innovationcampus site)
5,742

Activity by topic
views from Facebook, YouTube, and Instagram
14,863
TOP MEDIA POSTS

Forbes @Forbes

Virginia Tech announced today that its promise to build a $1 billion campus in northern Virginia played a role in Amazon’s decision to locate 1 of its 2 new corporate outposts in Arlington’s Crystal City development on.forbes.com/6016EBhHG

Washington Business Journal @WBjonline

Virginia Tech to open $1B innovation campus 2 miles from Amazon HQ2 bit.ly/2Pny77D

TechSideline.com @TechSideline

This is a big deal, y’all.

Rep. Don Beyer @RepDonBeyer

Amazon’s decision to locate a new headquarters in Northern Virginia is huge for our region.

One immediate positive development: the announcement of a brand new @virginia_tech Innovation Campus right here in @AlexandriaVAGov!

Julie Carey @JulieCareyNBC

Big news for Hokies. Part of the @amazon deal will mean a new Virginia Tech "Innovation" campus @nbcwashington
COMMUNITY POSTS

See what the community is saying here

**Jordan Sereno**
@jsskokes

Proud to be a Virginia Tech alum. Great things happening for VT.

Virginia Tech @virginia_tech
HISTORIC DAY: Amazon has chosen Virginia as the #AmazonHQ2 destination, thanks to plans for a revolutionary, #VirginiaTech graduate campus in Alexandria, VA. ➡️ ow.ly/KHWF30nBmgL

10:57 AM - 13 Nov 2018 from Cave Spring, VA

5 Likes

**Samuel Schauf**
@sschauf24

No surprise here. Hokies leading an academic charge in light of @amazon announcement. An exciting day for @virginia_tech

Virginia Tech @virginia_tech
HISTORIC DAY: Amazon has chosen Virginia as the #AmazonHQ2 destination, thanks to plans for a revolutionary, #VirginiaTech graduate campus in Alexandria, VA. ➡️ ow.ly/KHWF30nBmgL

10:32 AM - 13 Nov 2018 from Blacksburg, VA

4 Likes

**R J**
@rycel

This further strengthens VT’s position as a premier engineering and technical University. Great time to be a #Hokie!

Virginia Tech @virginia_tech
HISTORIC DAY: Amazon has chosen Virginia as the #AmazonHQ2 destination, thanks to plans for a revolutionary, #VirginiaTech graduate campus in Alexandria, VA. ➡️ ow.ly/KHWF30nBmgL

12:53 PM - 13 Nov 2018

3 Likes

**Ray Walton**
@rayw

Wholesale; Private label; Large retail/Miracle Nutritional Products #...

Well done VT!
Like Reply

**Ben Ingham, MPS**
@benjaminm

Manager, Digital & Creative Strategy at Peraton

Outstanding news for #VirginiaTech and the Commonwealth!
Like Reply | 1 Like

**Lawrence B. Wooten**
@lawrencebw

Supplier Diversity Leader

Wonderful opportunity for the school and the entire stat of VA!
Like Reply

**Zack Cockfield, CFP® AIF®**
@zcockfield

Certified Financial Planner® at The Cockfield Family Office

#GoHokies
Like Reply | 1 Like

**G. P. Wakefield Buxton, JD, LLM, MBA**
@gpwb

Elder Law Attorney/Adjunct Professor

Hokie, Hokie, Hokie, hiii!!
Like Reply

**Patricia Wilson**
@patri wilson

2nd CEO BrandCottage

Great news. Way to go #virginiatech
Like Reply

**Patty Jaron**
@pattyjaron

2nd Sales, Marketing & Account Manager | 202.577.6995

Go Hokies! Class of 2006. Awesome news for VaTech as well as the local business here in Northern Virginia.
Like Reply

**Melinda Emerson**
@melindaemerson

2nd Digital Marketing Strategist, Keynote Speaker, Bestselling Author a...

This is awesome!
Like Reply

**Ryan King**
@ryanking29

2nd Chief Operating Officer at TOMAO International Inc

Fantastic news and a great partnership with the University. Very excited for VT. Go Hokies!
Like Reply
WHEREAS, the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) grants responsible public entities the authority to create public-private partnerships for the development of a wide range of projects for public use if the public entity determines there is a need for the project and that the private involvement may provide the project to the public in a timely or cost-effective fashion; and

WHEREAS, a high-priority capital project was appropriated by the General Assembly Chapter 759/2016 under item 1.B with the title “Construct VT Carilion Research Institute Biosciences Addition”, commonly known as the “Health Sciences and Technology Expansion” project; and

WHEREAS, the Virginia Tech Board of Visitors at its September 11, 2017 meeting approved a Comprehensive Agreement (Agreement) with Carilion Clinic (Carilion) to construct the VT Carilion Research Institute Biosciences Addition at the Riverside Center in Roanoke, Virginia, as provided by the PPEA; and

WHEREAS, on September 11, 2017, the Virginia Tech Board of Visitors authorized the Vice President for Operations, his successors and/or assigns, to execute the Agreement forthwith; and

WHEREAS, on December 22, 2017, the Vice President for Operations executed the Agreement; and

WHEREAS, in accordance with the Virginia Tech Guidelines for Projects under the PPEA, any amendment to the Agreement must be approved by the Virginia Tech Board of Visitors; and

WHEREAS, Virginia Tech and Carilion desire to amend the Agreement and make certain other modifications to recognize an increase in the funding authorization by the Commonwealth of Virginia to complete two laboratory spaces within the project; and to modify the Agreement to align the project schedule.

WHEREAS, In an effort to mitigate cost overruns, Carilion has agreed to take one of the following actions: (i) require Skanska to execute and deliver a Corporate Guarantee of Performance; or (ii) require Skanska to leave the existing payment and performance bond in place; and

NOW, THEREFORE, BE IT RESOLVED that the Agreement with Carilion be hereby amended and modified as attached; and

BE IT FURTHER RESOLVED, that the Vice President for Operations, his successors and/or assigns, shall execute the Amendment to the Agreement in conformance with the terms set out herein.

RECOMMENDATION:

That the above resolution to amend and modify the Comprehensive Agreement with Carilion Clinic to construct the VT Carilion Research Institute Biosciences Addition at the Riverside Center in Roanoke, Virginia as provided by the PPEA and to authorize the Vice President for Operations, his successors and/or assigns, to execute the Amendment to the Comprehensive Agreement forthwith be approved.

November 26, 2018
AMENDMENT TO
THE COMPREHENSIVE AGREEMENT

This Amendment to the Comprehensive Agreement (“Amendment”) is made and entered into in accordance with the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (“PPEA”) and the enabling legislation in the Code of Virginia (Va. Code Ann. §56-575.1, et seq.) as of the _____ day of December, 2018 (the “Effective Date”), by and between Virginia Polytechnic Institute and State University, an agency of the Commonwealth of Virginia, (“Virginia Tech” or “University”), and Carilion Clinic (“Carilion” or the “Developer”), a nonprofit corporation incorporated in and authorized to do business in Virginia.

WHEREAS, University and Carilion are parties to that certain December 22, 2017, Comprehensive Agreement (the “Agreement”) which the parties desire to amend and to make certain other modifications thereto;

WHEREAS, the Commonwealth of Virginia increased the funding authorization to complete two laboratory spaces; and

WHEREAS, in an effort to mitigate cost overruns, Carilion has agreed to take one of the following actions: (i) require Skanska to execute and deliver a Corporate Guarantee of Performance; or (ii) require Skanska to leave the existing payment and performance bond in place.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein, the parties hereto agree as follows:

1. The following “Definitions” in Section 2 in the Agreement are hereby revised and replaced with the following:

   (e) “Carilion’s Share” means the agreed fair market value of Carilion’s contribution of the Land to the Project in the amount of $2,000,000, plus Carilion’s contribution of cash towards the part
of the TPC identified in Section 2 (x) as “Design, Construction & Other Costs” of the Project, in the amount of $10,534,012, resulting in a total value of Carilion’s Share in the amount of $12,534,012. In no event shall Carilion’s Share be increased without a Change Order to this Comprehensive Agreement executed by Carilion. Carilion is making no contribution to the cost of the portions of the TPC identified as Owner Contingency or Furnishings, Fixtures and Moveable Equipment (FF&E).

(p) “Firm Fixed Contract Price” or “FFCP” means that portion of Total Project Costs that Virginia Tech is obligated to pay Carilion under this Agreement. The FFCP as of the Effective Date is equal to $73,039,000, which is the sum of (i) Virginia Tech’s contribution toward the Design, Construction and Other Costs of the Project in the amount of $71,569,988 and (ii) $1,470,000, being the amount of the Owner Contingency as set forth in Section 2 (x); provided, however, that any use of the Owner Contingency shall be reasonably agreed by Owner and Developer and unused Owner Contingency shall be credited from the FFCP. Except as hereinafter provided, Virginia Tech will procure, pay 100% of the cost of, deliver to the Project site, and install all of the Furnishings and Moveable Equipment (FF&E), estimated as of the Effective Date to equal the amount set forth in Section 2 (x), all of which costs are outside of the FFCP. Therefore, Carilion has no obligation with respect to the procurement, payment of the cost of, delivery or installation of such FF&E under this Comprehensive Agreement, except to the extent the Work expressly includes the same. As of the Effective Date, as provided in the Equipment Responsibility Matrix (Exhibit C) and in Section 8(c) below, the Work includes rough-in of the facility for the installation of items of FF&E as specified in Exhibit C and also the installation of the security system. The FFCP is subject to revision, as documented by Change Order. All prices agreed to by the Developer and Skanska and AECOM, including total Project pricing and any pricing of early release packages, shall be subject to Virginia Tech audit and subsequent Virginia Tech and Carilion approval. Under no circumstances will Virginia Tech make payments to Carilion in excess of the FFCP, as adjusted pursuant to this Agreement. In the event that the costs of the portion of the Project covered by the FFCP are less than the FFCP, the cost savings will be retained by or returned to Virginia Tech or applied to the Project, as provided by this Agreement.
(x) “Total Project Costs” or “TPC” means all costs incurred by the Project including design, construction, project management, construction inspections, auditing expenses, furnishings and equipment, and land acquisition. The amount of the Total Project Cost is estimated to equal the sum of the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design, Construction &amp; Other Costs</td>
<td>$ 82,104,000</td>
</tr>
<tr>
<td>Furnishings, Fixtures and Moveable Equipment (FF&amp;E)</td>
<td>$ 6,122,000</td>
</tr>
<tr>
<td>Owner Contingency</td>
<td>$ 1,470,000</td>
</tr>
<tr>
<td>Land Acquisition</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td><strong>$ 91,696,000</strong></td>
</tr>
</tbody>
</table>

The TPC will be reviewed and modified as necessary (consistent with the requirements of Section 7(c)) at the following design stages and will be subject to Virginia Tech’s written approval:

- Schematic Design
- Preliminary Design (Design Development)
- Working Drawings

Because the Project is subject to the Commonwealth of Virginia Pool funding process, the Total Project Costs will also be reviewed and approved by the Commonwealth of Virginia Bureau of Capital Outlay Management (BCOM) at the completion of Preliminary Design.

Should the Total Project Costs be revised as a result of Virginia Tech’s or BCOM’s foregoing reviews, the FFPC and the scope of the Project shall be modified accordingly by Change Order as further described in Section 8(b) below.

If the parties mutually agree to reduce the scope of the Project, pursuant to Section 8(b) below, in a manner that reduces the quality or quantity, or both, of the Carilion Premises (as defined in Section 37), then the parties agree to amend this Agreement to equitably reduce the cash portion of Carilion’s Share.
Of the Total Project Cost, Virginia Tech shall be responsible under this Agreement to pay Carilion the FFCP, as defined above. Virginia Tech will also pay for the above-referenced FF&E outside of the FFCP.

Carilion shall be responsible, without reimbursement from Virginia Tech, for Carilion’s Share, as defined above, the cash portion thereof to be applied to the portion of the TPC identified as “Design, Construction and Other Costs” of the Project and the remainder of Carilion’s Share in the form of its in-kind contribution of the Land to the Project.

2. “Section 5” is hereby revised and replaced with the following:

5. Comprehensive Project Schedule

Carilion shall, within thirty (30) days after execution of this Agreement, cause the Project Contractor to develop a comprehensive Project schedule to include the site design and development tasks, the design services, and the construction services as well as any additional related services that are requested by Virginia Tech. This schedule, in the form of a critical path method ("CPM") schedule, shall show all milestone dates, such as delivery dates of tasks and phases, completion of contemplated reviews by different agencies, response and resubmittal time for additional reviews as may be required, key meetings with Virginia Tech and others. The CPM schedule shall be in the time sealed precedence format and will identify total float and free float. The CPM will be aligned with the cost of each activity as indicated in the schedule of values. The parties agree that the Construction Contract will require the Project Contractor to achieve Substantial Completion by April 2, 2020 and to achieve Final Completion by May 4, 2020, which dates are subject to adjustment in accordance with this Agreement.

3. “Section 15” is hereby revised and replaced with the following:

15. Payment Bonds, Performance Bonds, and Other Security. To secure its performance of the portion of the Project to be covered by the Construction Contract, Carilion
shall take one of the following actions: (i) require Skanska to execute and deliver a Corporate Guarantee of Performance, in a form acceptable to Carilion and Virginia Tech, and after executed, it shall be incorporated herein as Exhibit G; or (ii) require Skanska to obtain a payment and performance bond from a surety authorized to do business in the Commonwealth of Virginia, in an amount equal to the guaranteed maximum price for the Work.

4. If Carilion takes action pursuant to Section 15 (i), “Exhibit G,” initially attached to the Agreement, shall be deleted in its entirety and replaced with “Revised Exhibit G.” If Carilion takes action pursuant to Section 15 (ii), then “Exhibit G” as initially attached shall remain in place.

5. “Exhibit H” initially attached to the Agreement is hereby deleted in its entirety and replaced with “Revised Exhibit H,” a copy of which is attached hereto and incorporated herein by this reference.

6. Except as amended and modified by this Amendment, the Agreement shall continue in full force and effect. The Agreement and this Amendment shall be construed as one and the same instrument.

7. This Amendment may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

8. This Amendment shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

Approved for Virginia Polytechnic Institute and State University

By: ________________________________
Approved for Carilion Clinic

By: ______________________________