

**James River Water Authority
Board of Directors Meeting
Public Information Meeting
Fluvanna County Public Library
214 Commons Blvd.
Palmyra, VA 22963
September 14, 2022
9:00 A.M.**

Regular Meeting of the James River Water Authority Board of Directors

- I. Call to Order**
- II. Adoption of Agenda**
- III. Approval of Minutes of Preceding Meeting**
 - a. August 10, 2022 – Regular Meeting
- IV. Financial Report**
 - a. Bill Approval
 - i. Aqualaw
 - ii. US Bank
- V. Public Information and Discussion**
 - a. Discussion – COE Permit
 - b. Discussion – Comprehensive Agreement Addendum
- V. Action Items**
 - a. Action – Consulting Engineer Engagement
- VI. Consent Agenda**
- VII. Closed Meeting**
- VIII. Adjournment**

The James River Water Authority Board of Directors reserves the right to amend and/or change the Agenda the day of the meeting.

BY ORDER OF:
D.D. WATSON, CHAIRMAN
BOARD OF DIRECTORS
JAMES RIVER WATER AUTHORITY

**JAMES RIVER WATER AUTHORITY BOARD OF DIRECTORS
FLUVANNA COUNTY LIBRARY
PALMYRA, VIRGINIA
August 10, 2022
9:00 A.M.**

Present: D. D. Watson (Chairman, arrived 9:26 a.m.), Joe Chesser (Treasurer), Eric Anderson (Vice Chairman), Christian Goodwin (left 10:10 a.m.), Eric Dahl

Absent: Eric Purcell

CALL TO ORDER

Vice Chairman Anderson called the meeting of the James River Water Authority (JRWA) Board of Directors to order at 9:00 a.m. and led the Board in the Pledge of Allegiance.

ADOPTION OF AGENDA

On the motion of Mr. Goodwin, seconded by Mr. Dahl, which carried by a vote of 4-0, the agenda was adopted.

ITEMS FROM THE PUBLIC

(none)

APPROVAL OF MINUTES OF PRECEDING MEETING

On the motion of Mr. Dahl, seconded by Mr. Chesser, which carried by a vote of 4-0, the Board approved the minutes of the July 13, 2022 meeting.

FINANCIAL REPORT

Mr. Chesser and Mr. Dahl briefed the Board on bills in the packet for consideration. On the motion of Mr. Goodwin, seconded by Mr. Dahl, the payments and ratifications were approved by a vote of 4-0.

PUBLIC INFORMATION AND DISCUSSION

Discussion – Corps of Engineers Permit

The Board received an update on the Corps of Engineers (COE) permit process from Mr. Justin Curtis of Aqualaw. He noted that the joint permit application and is on track within the proposed timeline. The application went to the COE, Virginia Marine Resources Commission (VMRC) and the Department of Environmental Quality (DEQ), which starts the formal process. The VMRC is looking at areas around the South Creek, James and Rivanna and will issue a public notice for the permit. If they receive no comment, it will go on their agenda for approval. The COE permit will be processed under the nationwide protocol and does require compliance with endangered species

and historic requirements. The application starts a formal consultation process with parties such as the Monacan Indian Nation (MIN). The DEQ will permit stream/wetland impacts and the river withdrawal itself and serves as a modification to the existing permit. DEQ will rerun their modeling and may adapt permit tiers.

Regarding the overall process, the JRWA will receive questions from the agencies and its answers will mark the completion of the application. COE and VMRC will solicit comment, while DEQ will run its model and then issue a draft permit with a 30 day comment period, which is toward the end of the overall process. The DEQ permit is a prerequisite for the COE permit, which should be issued 3-6 weeks afterward.

Mr. Curtis reported that the request for proposals for the phase 2 cultural resources study has been issued. Proposals are due September 2nd, and Board consideration is slated for the September meeting.

Mr. Joe Hines (Timmons Group) and Mr. Greg Krystiniak (Faulconer Construction) updated the Board on the agreement process. Costs for the next phase of work total roughly \$974K, which is part of the forecast overall project cost. They noted that contingency costs are currently estimated at 10%, which could be negotiated. Faulconer is updating the overall timeline for the project, and the design work under the phase will help fine tune costs. The Board discussed materials costs, pre-ordering and lead times, which could be up to 6-12 months with current supply chain issues. Preorder may control costs. Advance design in environmentally sensitive areas we be performed to mitigate risks. Mr. Krystiniak noted the need for right of way, which this phase work would allow the JRWA to finalize. The Board noted its intent to update existing agreements and potentially take action at the next meeting.

ACTION ITEMS

(none)

CONSENT AGENDA

(none)

CLOSED SESSION

On the motion of Mr. Goodwin, seconded by Mr. Dahl, which carried by a vote of 5-0, the Board voted to enter Closed Session at 9:42 a.m. for the purpose of discussing the following:

1. In accordance with §2.2-3711(A)(3), the acquisition/disposition of property associated with the Forsyth alternative.

RESUMPTION OF REGULAR SESSION

On the motion of Mr. Chesser, seconded by Mr. Watson, which carried by a vote of 4-0, the Board voted to return to regular session at 10:14 a.m.

RESOLUTION - CERTIFICATION OF CLOSED SESSION

By roll call, which carried by a vote of 4-0, the Board voted to adopt the following resolution:

WHEREAS, the James River Water Authority Board of Directors has convened a Closed Meeting pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, §2.2-3712.D of the Code of Virginia requires a certification by the James River Water Authority Board of Directors that such closed meeting was conducted in conformity with the Virginia Law.

NOW, THEREFORE BE IT RESOLVED that the James River Water Authority Board of Directors does hereby certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by 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 was heard, discussed or considered by the James River Water Authority Board of Directors.

<u>NAME</u>	<u>VOTE</u>
Joe Chesser	Yes/Aye
D.D. Watson	Yes/Aye
Christian Goodwin	(left early)
Eric Dahl	Yes/Aye
Eric Anderson	Yes/Aye
Eric Purcell	(absent)

ADJOURNMENT

On the motion of Mr. Chesser, seconded by Mr. Watson, which carried by a vote of 4-0, the Board voted to adjourn the meeting at 10:15 a.m.

BY ORDER OF:

D.D. WATSON, CHAIRMAN
BOARD OF DIRECTORS
JAMES RIVER WATER AUTHORITY

AQUALAW

JUSTIN W. CURTIS
JUSTIN@AQUALAW.COM

PH: 804.716.9021
FX: 804.716.9022

August 8, 2022

Mr. Eric Dahl
Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963



Re: James River Water Authority

Dear Eric:

Enclosed is our invoice for services rendered during July.

We greatly appreciate the opportunity to work with you. Please let me know if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to be "J. Curtis", written in a cursive style.

Justin W. Curtis

Enclosure

cc: Brendan Hefty, Esq.

AQUALAW

August 8, 2022

James River Water Authority
P.O. Box 540
Palmyra, VA 22963

Attention: Eric Dahl
RE: General

Our File #: 0293-001
Inv #: 14675

DATE	WORK PERFORMED	HOURS	AMOUNT	LAWYER
Jul-11-22	Teleconference with B. Hefty re project status and meeting; begin review and comment on draft permit application package	1.00	415.00	JWC
Jul-12-22	Prepare for and participate in regular biweekly project team meeting; prepare presentation and talking points for JRWA board meeting and public information meeting; begin review of draft permit application materials	3.00	1,245.00	JWC
Jul-13-22	Attend and present at JRWA board and public information meeting in Palmyra; continue review of draft permit application package	2.50	1,037.50	JWC
Jul-20-22	Respond to inquiry from the Monacans' counsel; continue review and comment on permit application package	4.50	1,867.50	JWC
Jul-21-22	Complete review and extensive revisions to permit application package; transmit same to M. Miller; respond to media inquiry	4.90	2,033.50	JWC
Jul-26-22	Prepare for and participate in regular biweekly meeting with project team	0.70	290.50	JWC
	Subtotal	16.60	\$6,889.00	

TOTAL AMOUNT THIS PERIOD

\$6,889.00

Previous Balance

\$9,254.50

Previous Payments

\$2,241.00

BALANCE DUE NOW

\$13,902.50

Payment Remit Address: AquaLaw PLC, 6 South 5th Street, Richmond, Virginia 23219

Thank you for choosing AQUALAW PLC. (Tax ID No. 45-0484029)

Please call (804) 716-9021 ext. 224 with invoice questions.

Payment is appreciated within 30 days.



All of us serving you™

August 10, 2022

Mr. Steve Nichols
James River Water Authority
P.O. Box 540
132 Main Street
Palmyra, VA 22963

Subject: Semi-Annual Payment Amount
VRA Pooled Financing Program, Series 2016A - James River Water Authority

Dear Mr. Nichols

Your principal and/or interest payment related to the referenced bond issue will be due on: 10/1/2022

Interest:	\$153,959.38
Principal:	\$165,000.00
Less Bill Credit:	\$143.63
Total Due:	\$318,815.75

Payments should be made payable to U.S. Bank N.A. on or before the due date, as follows:

Wire Instructions:

RBK: U.S. Bank N.A.
ABA: 091000022
BNF: SE WIRE CLRG
A/C #: 173103781824
OBI: Monique Green
Ref: James River Water Authority - 214245000

Checks – First Class Mail

U.S. Bank Operations Center
Attn: Trust Finance Management
P.O. Box 86
Lockbox Services-SDS 12-2699
Minneapolis, MN 55486-2699

Checks – Overnight Express Mail

U.S. Bank Operations Center
Lockbox Services-SDS 12-2699
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108

Please do not hesitate to call me if you have any questions or if I can be of any assistance.

Very truly yours,

Monique Green
Vice President
U.S. Bank N.A.
EX-VA-URIT
Two James Center
1021 E Cary St., Suite 1850
Richmond, VA 23219
Tel: 804-343-1566
Fax: 804-343-1572

ARTICLE A.1 – SCOPE OF SERVICES TO BE PROVIDED BY DESIGN-BUILDER

A scoping meeting was held on August 4, 2022 to go over project next steps and to confirm the elements of Change Order #4. Based on this meeting and other discussions held over the last several months during the Joint Permit Application development process, the Design-Build team will perform the following services as part of change order number four (4):

1. Design and Engineering Services

a. Study and Report Phase (in progress – no additional fee)

- i. Attend and participate in meetings as requested by Design-Builder and Owner as necessary to facilitate the efficient and timely delivery of the Project.
- ii. Review previously prepared reports and designs to confirm Project scope and identify potential conflicts and opportunities to better define and value engineer the Project.
- iii. Consult with the Design-Build team, Owner and Owner’s Consultants to confirm design parameters of proposed infrastructure.
- iv. Coordinate and hold meetings with regulatory agencies that will be required to issue permits prior to the Construction Phase. They include, but are not limited to, the following:
 - (1) Virginia Department of Health Office of Drinking Water (re: Waterworks permitting)
 - (2) Virginia Department of Environmental Quality (re: land disturbance permits)
 - (3) Virginia Department of Transportation (re: land use permit)
 - (4) US Army Corps of Engineers (re: environmental permitting)
 - (5) Fluvanna County (re: site plan requirements and permitting; building permits)
- v. Pipelines:
 - (1) Prepare preliminary alignment exhibits to identify potential construction, easement acquisition and permitting challenges.
 - (2) Prepare quantity take-off for Design-Builder’s use in preparation of Project Cost Estimate and Recommended Project Budget.
 - (3) Identify environmental resources that could impact Project permitting, cost and schedule.
- vi. Water Intake and Pump Station:
 - (1) Prepare preliminary exhibits (plan and section) indicating general equipment configuration to include:
 - (a) Raw Water Intake
 - (b) Raw Water Pump Station Wetwell
 - (c) Raw Water Pump Piping and Valve Equipment
 - (d) Raw Water Pump Building and Generator Enclosure
 - (e) Raw Water Pipeline

- (2) Prepare preliminary calculations for equipment and piping to confirm proof of concept.
- (3) Consult with vendors to make preliminary equipment selections.
- (4) Assist Design-Builder in preparation of Project Cost Estimate and Recommended Project Budget.

vii. Environmental.

- (1) The Designer will coordinate design efforts with previous wetland delineation and environmental impact permitting efforts that were performed in support of the Joint Permit Application for modification of the Virginia Water Protection (VWP) permit for withdrawal of water from the James River. No additional wetland delineation services are proposed.

viii. Administrative.

- (1) Design-Builder shall provide the Authority with an outline for design discussion for each unit process in the Study and Report Phase as a basis for discussion by the Parties of options, advantages and disadvantages, financial constraints for Design-Builder to develop detailed standards.

b. Topographic Survey.

- (1) The Designer will provide a topographical survey for the Site utilizing aerial Light Detection and Ranging (LiDAR) and traditional photogrammetric methods. The survey will include 1' contouring and planimetric data. Site Datum will be based on NAD 83 (horizontal) and NAVD 88 (vertical) established using GPS methods. The final survey will be provided in a Civil 3D AutoCAD format.
- (2) The Designer will provide "supplemental" field run topographical survey for the Project to include location of visible improvements, storm and sanitary sewer alignments with invert data and surface indications of subsurface utilities. Contouring to be plotted at a 1' interval.
- (3) Services include research, fieldwork, and office calculations necessary to accurately locate property boundaries.
- (4) A Miss Utility ticket will be initiated for the Site and utilities located as marked. Any underground utilities deemed private or not marked cannot be field located.

c. Geotechnical.

- (1) Geotechnical field exploration and laboratory testing will be provided for critical areas of construction and as determined by the Design-Builder.
- (2) A geotechnical engineering report will be provided for the Raw Water Intake, Raw Water Pump Station, creek crossings and river crossing. The report will include the following:

- (a) Site plan showing borings' locations of the exploration.
- (b) Description of the exploration sampling methods as well as soil test boring logs.
- (c) Cross-section figure of borings.
- (d) Water levels encountered in the borings.
- (e) Laboratory test results.
- (f) Recommended foundation type for structures including allowable foundation capacity, embedment, and estimated settlement.
- (g) General information regarding site preparation including re-use of on-site soils as fill, identification of deleterious soils encountered in the borings, impact of weather and construction equipment on grading, fill compaction recommendations, and preparation of soil subgrades Seismic site classification recommendation in general accordance with the current Virginia Building Code.

d. Subsurface Utility Engineering (SUE) / Utility Coordination/Preliminary Design

- i. Underground utility survey will be performed to designate and map underground facilities within the Project's topographic survey limits described above. This utility survey will include horizontal designation through geophysical methods and is defined as Quality Level "B" by the American Society of Civil Engineers (ASCE). The accuracies of the markings are subject to the depth and electrical conductivity of the utility as well as site conditions and manhole access. Plastic and fiber optics lines without tracer wires may be unlocatable. This service does not include the use of ground penetrating radar. Exclusions: laterals and roof drains; irrigation systems; and abandoned lines.
- ii. Coordinate with necessary utilities to design and provide required services for new facilities.

e. Preliminary Design Phase (15% Design Level)

Upon confirmation of the project design parameters identified in the Study and Report Phase, the Designer will perform the Preliminary Design Phase services to include the following:

- i. Pipelines:
 - (1) Prepare base construction drawings for use in design to include the following:
 - (a) Topographic survey; planimetric features and contours
 - (b) Property lines
 - (c) Property ownership
 - (d) Underground utilities
 - (e) Environmental resources
 - (f) Existing surface profiles
 - (2) Prepare Preliminary Design drawings to include the following:
 - (a) Cover sheet
 - (b) Schedule of drawings (including those anticipated in Final Design)
 - (c) Preliminary Construction details
 - (d) Preliminary Plan and Profile views of new pipelines

- (3) Prepare quantity take-off for Design-Builder's use in preparation of Project Cost Estimates and Recommended Project Budget.
 - (4) Further identify and confirm environmental resources that could impact project permitting, cost and schedule.
 - (5) Where applicable, prepare detailed calculations for material selection for installation of pipe by Dry Jack and Bore method.
- ii. Water Intake and Pump Station:
- 1) Prepare base construction drawings for use in design to include the following:
 - (a) Topographic survey; planimetric features and contours
 - (b) Property lines
 - (c) Property ownership
 - (d) Underground utilities
 - (e) Environmental resources
 - (f) Existing surface profiles
 - (2) Prepare Preliminary Design drawings for project components outlined in the Study and Report Phase to include the following:
 - (a) Cover sheet
 - (b) Schedule of drawings (including those anticipated in Final Design)
 - (c) Preliminary Construction details
 - (d) Preliminary Site Layout Plan
 - (e) Preliminary Site Grading Plan
 - (f) Preliminary Stormwater Management Plan
 - (g) Preliminary Mechanical Plan and Sections; prepared in BIM
 - (h) Preliminary Electrical Plan to include a preliminary Electrical Riser Diagram of main equipment components.
 - (3) Prepare detailed design calculations for all, pumps, and equipment.
- iii. Attend and participate in meetings as requested by Design-Builder and Owner as necessary to facilitate the efficient and timely delivery of the Project.

f. Railroad Crossing Permit

The Designer will prepare a permit application and submit to CSX Railroad for approval for construction activities and improvements within the CSX right-of-way. The Authority shall pay all fees to CSX that are associated with this permit and agreement.

g. VDH Preliminary Engineering Report

The Designer will prepare a Preliminary Engineering Report (PER) similar to the PER previously prepared for the Authority. The Designer will request a meeting with representatives of the VDH to review the PER and the anticipated final project configuration. The PER will be based on 15% design level and will be the basis of the Final Engineering Report to accompany submittals to the VDH for Waterworks Construction Permitting.

2. **Administration and Due Diligence Services**

a. **Constructability/Operational & Maintenance Criteria**

- i. Consult with the Design-Build team, Owner and Owner's Consultants to confirm design parameters of proposed infrastructure.
- ii. Review and assess progress plans and related documents to identify potential conflicts and opportunities to better define and value engineer the Project.
- iii. Ensure planned means and methods can be applied to the project site conditions.
- iv. Perform alignment and rock investigations to reduce risk and assist in the development of the construction cost estimate.
- v. As necessary coordinate and hold meetings with agencies that are needed to ensure successful planning for the construction of the project. They include, but are not limited to, the following:
 - (1) Virginia Department of Environmental Quality (re: land disturbance permits)
 - (2) Virginia Department of Transportation (re: land use permit)
 - (3) US Army Corps of Engineers (re: environmental permitting)
 - (4) Fluvanna County (re: site plan requirements and permitting; building permits)

b. **Estimating**

- i. Consult with the Design-Build team, Owner and Owner's Consultants to ensure all necessary project scope elements are accounted for and included in the preliminary plans.
- ii. Review and assess progress plans and related documents to identify and quantify costs to be included in the estimate.
- iii. The Design-Builder shall develop a Lump Sum price which shall include:
 - (1) Remaining design fee
 - (2) Design Professional's services during construction (Construction Engineering)
 - (3) Quality Control testing services outside the Owner's responsibility
 - (4) Construction Project Management
 - (5) Cost of the Work (to include General Conditions and General Requirements),
 - (6) Design-Builder's contingency
 - (7) Design-Builder's fee including overhead and profit.

c. **Scheduling.**

- i. The Design-Builder shall produce, monitor, and update a Change Order schedule in Primavera (P6).

d. Construction Planning.

- i. The Design-Builder shall provide planning and coordination for subsequent Construction activities as they relate to the preliminary design packages, including potential subcontractor prequalification, vendor/supplier source listings, Phase III Archeological work, etc.
- ii. The Design-Builder shall develop a preliminary Construction schedule to be included as part of the Proposal

e. Public Outreach and Communications

- i. The Design-Build team will assist the Authority with Public Outreach and Communications; these efforts will be at the direction of the Authority and may include the following:
 - (1) Assistance in preparation of project exhibits, press releases and photographs for communication of the project details and status to the public and affected property owners
 - (2) Participation in and assistance in preparation of materials for town hall style meetings; anticipated two meetings.

3. **Proposal Development and Revised Comprehensive Agreement Negotiations**

a. Proposal Development

- i. The Design-Builder shall provide a proposal for the revised Comprehensive Agreement. This will include a Preliminary Construction Schedule and a Lump Sum price to the Owner for the 100% design and construction of the Project.
 - (1) As necessary allowances for certain portions or items of the Work, which by their nature are difficult to accurately estimate at the time of completion of the Change Order work and the resumption of the main Comprehensive Agreement scope of work.
 - (2) The Proposal may include Alternate Designs with additive pricing for the Owner's consideration.
 - (3) A list of Drawings and Specifications and the conditions of the Contract Documents, which were used in preparation of the Lump Sum Proposal.
 - (4) A list of the clarifications and assumptions made by the Design-Builder in the preparation of the proposal to supplement the information in the Drawings and Specifications.
- ii. The Proposal shall include a written statement of the basis consisting of:

- (1) A list of Drawings and Specifications and the conditions of the Contract Documents, which were used in preparation of the Proposal.
- (2) A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Proposal to supplement the information contained in the Drawings and Specifications.
- (3) A schedule for the Comprehensive Agreement Phase of the Project outlining the remaining Design Professional's tasks, permitting allowances, construction activities, start-up and testing, training of the Owner's operational staff, and Project facilities' acceptance and commissioning. The schedule shall identify the Notice to Proceed date upon which the Proposal was based.
- (4) Pricing used in its calculation of the Lump Sum Price for designated items of materials or equipment to be subject to an Economic Price Adjustment provision in the Revised Comprehensive Agreement.

b. Revised Comprehensive Agreement Negotiations

- i. As necessary consult with the Design-Build team, Owner and Owner's Consultants during negotiations to facilitate reaching agreement on the revised terms.
- ii. The Design-Builder shall meet with the Owner to review the Proposal and the written statement of its basis. The Design-Builder shall make appropriate adjustments to correct any inconsistencies or inaccuracies in the information presented.
- iii. The Revised Agreement shall account for all design services, labor, materials, equipment, and subcontracted services outside of the Owner's responsibility for the complete design and construction of the Project ("the Work").

4. Property Acquisition Services

- a. The Design-Build team will perform acquisition services for easements, right-of-way, and any other required real property. The services shall include plats, title research, and offer preparation (not including any appraisals), negotiations and recordation. As necessary, property acquisition services can be tailored by the direction of the Authority.
 - i. Offer preparation is based on land assessment valuation
 - ii. These services do not include condemnation, which will be responsibility of the Authority.
 - iii. These services do not include actual compensation costs.
 - iv. Alternative 1C as developed potentially impacts up to 27 parcels.

5. Services Not Included in Change Order.

- a. The following activities are currently not included in the change order:

Change Order #4 – Exhibit A – Scope of Services to be Provided by Design-Builder
JRWA - James River Water Supply Project

- i. Construction Management
- ii. Further design up to 100% level (except for that specifically included in this Scope of Services)
- iii. Design revisions, financial model modifications and participation in meetings and/or negotiations to accommodate changes to serve or not serve potential wholesale partners
- iv. Submittal of designs to review agencies
- v. Fees (application, permit, costs for public notice& mitigation, etc.)
- vi. Purchase of materials
- vii. Construction Management
- viii. Construction of the Project or portions thereof
- ix. Basic Engineering Services during construction
- x. Wetland Permit Compliance
- xi. Virginia Stormwater Management Compliance
- xii. Quality Control Testing and Inspections
- xiii. Record Drawings
- xiv. Operations & Maintenance Manuals or Training

James River Water Authority - Raw Water Facilities Update 9/14/22

CO #4 Schedule of Values

<u>Description</u>	<u>14-Sep</u>	<u>10-Aug</u>	<u>Comments</u>
Study and Report Phase Services	\$ -	\$ -	Begun during Alternatives Analysis report dated, March 2020
Administrative and due Dilligence	\$ 171,700	\$ 197,000	
VDH Preliminary Engineering Report	\$ 47,225	\$ 45,880	
Geotechnical Investigations	\$ 88,550	\$ 97,495	
Topographic Survey; Aerial 1ft contours	\$ 41,325	\$ 40,145	
Survey Property Lines along RWM route	\$ 41,325	\$ 40,145	
CSX Rail Permit	\$ 17,710	\$ 17,200	
Preliminary Engineering for Intake, PS & Pipeline	\$ 338,600	\$ 315,425	
Property / Easement Acquisition Services	\$ 198,625	\$ 180,000	assumes 26 parcels
Easement Plats	\$ 42,900	\$ 40,000	assumes 26 parcels
Bond	\$ 11,105	\$ -	Is one needed? Previous IA efforts did not have one.
Bathymetric Survey	\$ -	\$ -	Ongoing by task agreement with Timmons Group
Wetland Delineation	\$ -	\$ -	Ongoing by task agreement with Timmons Group
Wetland Permitting	\$ -	\$ -	Ongoing by task agreement with Timmons Group
Threatened and Endangered Species	\$ -	\$ -	Ongoing by task agreement with Timmons Group
	<u>\$ 999,065</u>	<u>\$ 973,290</u>	

AMENDMENT TO COMPREHENSIVE AGREEMENT

This ("Agreement") dated this ___ day of September, 2022 is between the James River Water Authority, a political subdivision of the Commonwealth of Virginia ("Owner") and Faulconer Construction Company, Inc. a Virginia Corporation ("Design-Builder"), whose Identification Number (FEIN) is 54-0577820.

RECITALS

1. On January 3, 2017, the parties entered into a comprehensive agreement ("Comprehensive Agreement") pursuant to the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 ("PPEA") for the turn-key design and construction of a raw water intake and supply system utilizing the James River as a source to serve the counties of Fluvanna and Louisa ("Project"); and

2. The Project was to be constructed at the confluence of the James and Rivanna Rivers, however, commencement of construction was delayed due to permitting reasons; and

3. The Owner has determined to relocate construction of the Project and apply for permits at a new site approximately two miles upstream; and

4. Owner and Design-Builder desire to amend and restate the Comprehensive Agreement for the commencement of certain limited design services at the new Project site, while the parties renegotiate the terms and cost for the Design-Builder's full performance of the turn-key design, construction and other related services of the Project at the new site.

NOW, THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Scope of Work.

A. Design-Builder shall provide professional design and engineering services as more to develop 15% of the water intake, pump station and pipeline, including study and report services, topographic survey, geotechnical, subsurface utility engineering and utility coordination, railroad crossing permit, VDH preliminary engineering report, administration and due diligence services, proposal development and revised comprehensive agreement negotiations and property acquisition services as set forth and more particularly described in the "Scope of Services" attached hereto as Exhibit A ("Services").

B. Design-Builder shall perform the Services in accordance with and be bound by the terms and conditions set forth in the James River Water Authority's Standard Terms and Conditions attached as Exhibit C.

C. The parties intend to use a design-build approach for the design and construction of the Facilities with Timmons Group acting as the design professionals (“Design Professionals”).

D. Because this is a design-build project, Owner does not provide to Design-Builder any warranty, express or implied, regarding any services or design performed by Owner’s or Design-Builder’s consultants, agents or employees for the Project. Design-Builder shall be responsible for all acts and omissions of the Design Professionals.

2. Price and Payments.

A. In consideration of the Services provided by Design-Builder, the Owner shall pay to the Design-Builder the total contract amount not to exceed Nine Hundred Ninety-Nine Thousand Sixty-Five Dollars (\$999,065) (“Contract Amount”). Exhibit B, attached hereto shall serve as the schedule of values for the Contract Amount.

B. Billing shall be done monthly based on the value of services performed during the period for which payment is requested. The Owner will remit payment within 45 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Owner.

C. Design-Builder agrees that the Authority has the unilateral right to offset any bill submitted to Owner by Design-Builder, or any payment owed to Design-Builder by the Owner, by any amount due to the Owner from Design-Builder pursuant to the Contract Documents, or any other agreement, contract or transaction between Owner and Design-Builder.

3. Schedule. TIME IS OF THE ESSENCE. All deliverables (w/ the exception of complete acquisition of all ROW) shall be completed by March 31, 2023.

4. Owner’s Responsibilities.

A. Owner shall have the responsibilities set forth in the James River Water Authority, Standard Terms and Conditions.

5. Interpretation and Intent.

A. In event of any discrepancy between this Agreement or the James River Water Authority’s Standard Terms and Conditions, the terms of this Agreement followed by the James River Water Authority, Standard Terms and Conditions shall control.

B. Execution of this Agreement shall not bind Owner to engage or retain Design-Builder for any additional services through a subsequent Agreement, a Comprehensive Agreement amendment or any other contract.

6. Insurance.

At all times during the performance of the work under this Agreement, Design-Builder shall take out and maintain each of the following insurances with insurance companies reasonably satisfactory to Owner and in compliance with James River Water Authority, Standard Terms and Conditions:

A. Workers' Compensation and Employers' Liability Insurance for all of its employees engaged in work on the Project in an amount not less than the minimum required by Va. Code §§2.2-4332 and 65.2-100 *et seq.*, and, in case any of such work on the Project is sublet, Design-Builder shall require each subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work. Upon written request by Owner, Design-Builder shall submit on the form provided by Owner a Certificate of Coverage verifying Workers' Compensation. Design-Builder shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each subcontractor prior to awarding the subcontract and maintain them in on-site files.

B. Commercial general liability insurance to include Premises/ Operations Liability, Products and Completed Operations Coverage, Independent Design-Builder's Liability, Owner's and Design-Builder's Protective Liability, and Personal Injury Liability, which shall insure it against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Agreement, whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate combined limit. Owner, and its officers, employees and agents, shall be named as an additional insured with respect to the Services being performed by Design-Builder.

C. Automobile liability insurance which shall insure it against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Agreement, whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000.00 combined limit for bodily injury and property damage per occurrence.

D. Umbrella or Excess Liability insurance for a minimum single limit of \$5,000,000.00 supplementing the Commercial General Liability policy and Business Automobile Liability policy.

E. The Design Professionals shall carry professional liability insurance, on a claims-made basis, in an amount not less than \$2,000,000.00 per claim and aggregate. Such policies shall be on a claims-made basis kept in force for no less than five years after the final completion of the Work. Design-Builder shall cause each Design Professional to agree in writing to indemnify and hold harmless Owner (with Owner being expressly named as a third party beneficiary of such agreement between the Design-Builder and such Design Professional) from claims, losses or damages, to the

extent caused by (i) the negligent errors or omissions in Design Services performed by such Design Professional or (ii) claims of patent infringement, copyright infringement, or similar claims arising from such Design Professional's Design Services. Design-Builder shall furnish Owner with copies of such insurance policy or policies and written agreement described above.

Design-Builder may satisfy the minimum liability limits required above for Commercial General Liability and Business Automobile Liability under an Umbrella or Excess Liability policy.

Design-Builder shall be responsible for the filing and settling of claims with insurance adjusters.

Owner reserves the right, but not the obligation, to review and revise any insurance requirement, including but not limited to limits, sub-limits, deductibles, self-insured retentions, coverages and endorsements based upon insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, provided Owner compensates Design-Builder for any additional costs incurred to obtain insurance criteria different from that specified herein.

Owner, and its officers, employees and agents, and any lender, trustee or similar party in relation to financing of the Project ("Lender"), shall be named as additional insureds with respect to the Work being performed by Design-Builder in the above-required commercial general liability, automobile liability, umbrella or excess liability insurance policies. Upon written request, Design-Builder agrees to provide Owner Certificates of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and are in full force and effect. The Certificates of Insurance shall clearly indicate the Project name. Said Certificates of Insurance shall include a minimum thirty (30) day notice to Owner and Lender due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

James River Water Authority
132 Main Street
Palmyra, VA 22963

7. Design Professionals and Ownership of Plans.

Any reports, studies, photographs, negatives, electronic media (e.g. calculations, memoranda, CAD files such as .dwg files) or other documents prepared by Design-Builder, or on behalf of the Design-Builder by the Design Professional or other consultant, sub-consultant, or subcontractor in the performance of its Obligations shall be remitted to the Owner by the Design-Builder, without demand therefore and upon final payment of all services rendered and signing appropriate data transfer agreements, upon the earliest of (i) completion of its Obligation or (ii) termination, cancellation or expiration of this Agreement. Design-Builder shall not use, willingly allow or cause to

have such materials used for any purpose other than performance of the Obligations without the prior written consent of the Owner. The Owner shall own the intellectual property rights to all materials produced under this Agreement. Should the Owner transfer the plans to another design professional, that design professional shall adhere to all requirements of Virginia Department of Professional and Occupational Regulation (DPOR) for use of said documents. It is the responsibility of the Design-Builder to make this clause or similar clause that achieves the same a part of any contract with the Design Professional or other consultant, sub-consultant, or sub-contractor that are employed to perform on this project.

8. Indemnification.

The Design-Builder agrees to indemnify, defend and hold harmless the Owner and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by (i) the use of any materials, goods, or equipment of any kind or nature furnished by the Design-Builder; (ii) any services of any kind or nature provided by the Design-Builder; or (iii) Design-Builder's performance of its Obligations, provided that such liability is not attributable to the sole negligence on the part of the Owner.

9. Termination

The Owner shall have the unilateral right to terminate this Agreement as a result of default by the Design-Builder.

The Owner has the unilateral right to terminate any contract with Design-Builder, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Design-Builder as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the Owner. If a contract is terminated in whole or in part for the convenience of the Owner, the Design-Builder shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

Any contract termination notice shall not relieve the Design-Builder of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

10. Standard of Care.

Design-Builder agrees that the standard of care for all professional design and engineering services performed or otherwise provided under this Agreement shall be the care and skill ordinarily used by members of the design and engineering professions in the Commonwealth of Virginia practicing on similar projects at the same time and that the work, at a minimum shall be consistent with the Design Professional's best work. Additionally, the Design-Builder represents and warrants that all persons performing any work on the Project under this Agreement shall be licensed and in good standing with any

applicable regulatory agency for the full duration of their work on the Project under this Agreement.

11. Resolution of Disputes, Claims and Other Matters.

Contractual claims or disputes by Design-Builder against the Owner, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Design-Builder shall give the Owner written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Design-Builder's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Design-Builder files such written notice, Design-Builder shall proceed with the work as directed. If Design-Builder fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

The Owner, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Design-Builder by written notice.

If the Design-Builder disagrees with the decision of the Owner concerning any pending claim, the Design-Builder shall promptly notify the Owner by written notice that the Design-Builder is proceeding with the work under protest. Any claim not resolved, whether by failure of the Design-Builder to accept the decision of the Owner or under a written notice of Design-Builder's intention to file a claim or a detailed claim not acted upon by the governing body of the Owner, shall be specifically exempt by the Design-Builder from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

The Owner's decision on contractual claims shall be final and conclusive unless the Design-Builder appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

12. Notices.

All requests, notices and other communications required or permitted to be given under this Agreement shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:

- a) Duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or
- b) Transmitted by hand delivery, email or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as

such party shall have specified by written notice to the other party. Notices to the Owner shall be sent to:

James River Water Authority
c/o Fluvanna County Administrator
132 Main Street
P.O. Box 540
Palmyra, VA 22963

With a copy to:
Brendan Scott Hefty, Esq.
Hefty Wiley & Gore, P.C.
1001 E. Broad Street, Suite 230
Richmond, VA 23219
Brendan@heftywiley.com

To Design-Builder: Faulconer Construction Company, Incorporated
Attn: Edwin F. Stelter, LEED AP, DBIA
P.O. Box 7706
Charlottesville, Virginia 22906
2496 Old Ivy Road
Charlottesville, Virginia 22903

Telephone: (434) 295-0033
Telefax: (434) 295-0508

Any party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective one (1) day after sending if sent by overnight courier or three (3) days after sending if sent by certified mail, return receipt requested.

13. Nondiscrimination.

Design-Builder covenants and agrees that during the performance of this Agreement:

A. Design-Builder shall conduct its activities in connection with the Project in compliance with all requirements imposed pursuant to Title 2.2, Chapter 42, Sections 4200 *et seq.* of the *Code of Virginia*; Sections 2.2-4310 and 2.2-4311 of the *Code of Virginia*; Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and all applicable rules and regulations. Design-Builder agrees that during the performance of this Agreement:

(1) Design-Builder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment,

except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Design-Builder. Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) Design-Builder, in all solicitations or advertisements for employees placed by or on behalf of Design-Builder, will state that it is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. Design-Builder will include the provisions of the foregoing subsections (1), (2) and (3) in every subcontract or purchase order of over \$ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. Drug-Free Workplace.

A. During the performance of this Agreement, Design-Builder agrees to (i) provide a drug-free workplace for Design-Builder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Design-Builder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Design-Builder that Design-Builder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section, "drug-free workplace" means "a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract."

B. Design-Builder shall also establish, maintain and enforce policies which prohibit the following acts by all Design-Builder, subcontractor and supplier personnel at the Project:

(1) The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and

(2) The impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

15. Illegal Aliens.

Design-Builder does not, and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. Successors and Assigns.

Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by Design-Builder without the prior written consent of Owner, exercised in the sole discretion of the James River Water Authority Board.

17. Independent Contractor.

The parties understand and agree that Design-Builder, in performing its obligations under this Agreement, shall be deemed an independent Design-Builder and not an agent, employee or partner of Owner.

18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

19. Choice of Law and Forum Selection.

To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Design-Builder agrees, and submits, to sole and exclusive jurisdiction and venue in either of the following courts: the General District or Circuit Courts of Louisa County, Virginia, or the General District or Circuit Courts of Fluvanna County, Virginia; for resolution of any and all claims, causes of action or disputes between Design-Builder and the Owner. The Design-Builder agrees hereby to waive any jurisdictional or venue defenses related to any such action brought in such courts, and further agrees to not remove or file any such action in Federal Court.

Design-Builder agrees that service by registered mail to the address set forth in Paragraph 31.1 of the Standard Terms and Conditions shall constitute sufficient service of process for any such action.

20. Subject to Appropriation.

It is understood and agreed between the Owner and Design-Builder that the Owner is bound by this Agreement only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the Owner’s obligations with respect to this Agreement.

21. Supersedes Prior Agreements.

This Agreement shall supersede and completely replace all prior agreements and understandings, oral or written, between the Owner and Design-Builder regarding the construction of the Project, including but not limited to the Comprehensive Agreement dated January 3, 2017.

22. Exhibits and Attachments.

The following are attached hereto and made part of this Agreement:

- 5. Exhibit A – Scope of Work
- 6. Exhibit B – Schedule of Values
- 7. Exhibit C – JRWA Standard Terms and Conditions

IN WITNESS WHEREOF the undersigned have executed this contract on the dates set forth beside their respective signatures.

FAULCONER CONSTRUCTION COMPANY, INC.,

Date: _____

By _____

Francis A. Burke III., Vice President

JAMES RIVER WATER AUTHORITY

Date: _____ By _____
D. D. Watson, Chairman

Approved as to Form:

Legal Counsel to James River Water Authority



August 29, 2022

Louisa County Main Offices
1 Woolfolk Ave, Suite 301
Louisa, VA 23093

Attention: Mr. D.D Watson,
James River Water Authority Chairman

Reference: **Proposal to provide PPEA Interim Agreement Support Services
James River Water Authority Pump Station and Raw Water Main**

Dear Mr. Watson,

McDonough Bolyard Peck, Inc. (“MBP”) is pleased to submit this proposal and contractual agreement, including an estimated budget (“Proposal”) to provide the James River Water Authority (“JRWA” or “Client”) with PPEA support services for the interim agreement for the JRWA Pump Station and Raw Water Main (the “Project”).

SCOPE OF SERVICES

The James River Water Authority is proposing the construction of a new raw water intake structure and pump station along the James River and associated appurtenances in adjacent wetlands and unnamed tributaries to the Rivanna River in Fluvanna County, Virginia. The project also includes the installation of new raw water lines and the upgrade of an existing access road.

SCOPE OF SERVICES

MBP proposed to provide PPEA support services to JRWA related to assisting with reviewing the interim agreement deliverables. This includes attending project meetings, reviewing and tracking construction permitting requirements, reviewing the constructibility of design plans, and completing cost validations.

Task 1 – Project Meetings

For establishing a scope, we are using a base figure of ten project meetings which we will prepare for and attend.

Task 2 – 35% Design Phase – Schematic Design/Project Criteria Phase

During this phase, drawings will be preliminary and indicate the general arrangement of site improvements, floor plans and equipment. MBP will complete an initial constructibility review of Plan sets A – River Water Intake, B – Pumping Facilities, and C – Raw Water Main. Additionally, outline specifications and design narrative will be submitted at this time. MBP will review these and provide comments. A preliminary project cost estimate is also required, which will confirm the desired scope. MBP will review this cost estimate to validate assumptions, pricing, and scope and provide comments in a timely manner.

PERIOD OF PERFORMANCE

MBP shall commence services upon Client’s acceptance of this proposal and authorization to proceed.

ESTIMATED BUDGET

MBP proposes to perform the services described herein on a time and expense basis utilizing the rates from the DGS contract for nonprofessional construction services E194-91570 for the estimated amount of \$17,334.90 derived as follows:

Position	Rate	Hours	Total
TASK 1: Project Meetings			
Project Manager/Analyst	\$169.95	20	\$3,399.00
TASK 2: 35% Design Phase - Schematic Design/Project Criteria Phase			
Project Manager/Analyst	\$169.95	82	\$13,935.90
		Total	\$17,334.90

MBP will provide a cellular telephone, computer, other electronic equipment, and personal protective gear for our personnel as needed to perform their work on the Project and/or as required.

ADDITIONAL SERVICES

Services not expressly identified in this Proposal are not included in the Proposal. Additional services may be provided upon mutual agreement of the parties.

TERMS AND CONDITIONS

All work will be performed in accordance with the Standard Terms and Conditions and established rates of Contract E194-91570 between MBP and DGS (Contract). This Proposal, together with the terms and conditions of the Contract, constitutes the entire agreement between MBP and the Client for the work described herein and supersedes all prior written and oral understandings. Such an agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

MBP is not acting in any respect as the Project's designer of record and assumes no design liability for any part of the Project, regardless of whether any assistance, recommendations, or comments provided by MBP to the Client, Owner or design team are utilized. Inasmuch as it is not in the best interest of the Owner that MBP's services should relieve the design team of its obligations and responsibilities to the Owner, it is understood that the designer of record shall be and remain solely responsible for all such design documents notwithstanding any Services provided by MBP under this agreement relating to the development or review of design documents, including but not limited to scopes of work, plans and specifications, requests for proposals, or any other terms and conditions contained therein.

Although MBP shall document any defects or deficiencies in the work being performed of which it becomes aware, as a result of the inherent limitations of any site observations, MBP cannot warrant or guarantee that all non-compliant conditions will be detected or corrected. As it is not in the best interest of the Owner that the presence or duties of MBP personnel at the Project site or otherwise should relieve the Contractor or design team of their obligations and responsibilities to the Owner, it is understood that: MBP shall not supervise, direct or have control over any Contractor work; the Contractor remains responsible for compliance with the Project plans and specifications, construction means, methods, techniques, and sequences, including but not limited to any required health and safety procedures (except that MBP shall be responsible for the safety of its own employees).

MBP will invoice monthly for actual hours worked and for non-labor expenses as set forth in this proposal. All invoices are to be paid in full upon receipt in accordance with the terms and conditions of the Contract.

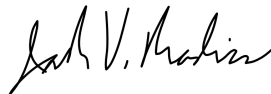
In the event that the services described herein cannot be completed within the NTE amount set forth above based on the assumptions made in this Proposal for reasons beyond the control of MBP, we will notify the Client. In no event, however, will MBP exceed the NTE amounts without written authorization from the Client.

If you desire to use your own formatted purchase/task order for the services described in this Proposal, you can either incorporate this Proposal letter by reference into any such purchase/task order or use the language contained herein in any such purchase/task order that we can sign and return to you for your records.

Otherwise, if the foregoing is acceptable, please so indicate by the signature of an authorized representative in the space provided below and return one signed copy to MBP.

We look forward to continuing working with JRWA on this important project. If you have any questions or require additional information, please do not hesitate to contact me at jmodica@mbpce.com, 757-382-0109.

Sincerely,



Joseph V. Modica, PE, CCM
Vice President, Transportation Service Executive

cc: Procurement; P22456
K. Bocock/MBP

AGREED AND ACCEPTED:

James River Water Authority

Signature

Title

Printed Name

Date