

**James River Water Authority  
Board of Directors Meeting  
Fluvanna County Public Library  
214 Commons Blvd.  
Palmyra, VA 22963  
March 16, 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. Items from the Public**
- IV. Approval of Minutes of Preceding Meeting**
  - a. February 9, 2022 – Regular Meeting
- V. Financial Report**
  - a. Bill Approval
    - i. Aqualaw
    - ii. GAI Consultants
    - iii. US Bank
    - iv. Timmons Group
- VI. Discussion/Information Items**
  - a. Discussion – COE Permit
- VII. Action Items**
  - a. Action – Consideration of Timmons Budget for Joint Permit Application
  - b. Action – Consideration of Gray and Pape Proposal for Phase II Work Plan Development
- VIII. Consent Agenda**
- IX. Closed Meeting**
- X. 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  
February 9, 2022  
9:00 A.M.**

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**Present:** D. D. Watson (Chairman), Joe Chesser (Treasurer), Eric Anderson, Eric Purcell, Eric Dahl, and Christian Goodwin

**Absent:** (none)

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**CALL TO ORDER**

Chairman Watson 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. Chesser, seconded by Mr. Dahl, which carried by a vote of 6-0, the agenda was adopted. New JRWA Board members Eric Anderson (Fluvanna) and Eric Purcell (Louisa) were introduced.

**ITEMS FROM THE PUBLIC**

There were no comments from the public.

**APPROVAL OF MINUTES OF PRECEDING MEETING**

On the motion of Mr. Chesser, seconded by Mr. Dahl, which carried by a vote of 6-0, the Board approved the minutes of the December 8, 2021 meeting.

**FINANCIAL REPORT**

Mr. Chesser reviewed the bills as presented in the board's packet, noting a beginning balance prior to payment of \$329,777.04 and a balance after the proposed payments of \$293,523.94. On the motion of Mr. Goodwin, seconded by Mr. Dahl, the report and bills were approved by a vote of 6-0.

**DISCUSSION/INFORMATION ITEMS**

**Corps of Engineers (COE) Permit Update**

The Board received an update on the Corps of Engineers (COE) permit process from Mr. Justin Curtis of Aqualaw. Mr. Curtis reminded the Board of the primary goals to complete the project quickly at the least cost. Challenges at the initially selected site (Point of Fork) led the Board to consider alternatives and hire additional archeological expertise, and the Monacan Indian Nation (MIN) is now working collaboratively in the effort. In January of 2021, the MIN committed in

writing to support the project if certain conditions were met Mr. Curtis stated that pending review of the Phase 1 archaeological report by MIN representatives, the current alternative (1C) appears to be buildable.

Mr. Jonathan Glenn of GAI reviewed archeological efforts and findings, reminding the Board that the work complied with applicable guidelines set forth by regulatory agencies. Approximately 1,200 shovel tests and 26 deep tests enabled personnel to evaluate cultural features, and invites to be onsite were extended to both the Department of Historic Resources (DHR) and MIN (who accepted). The next step is to finalize the report and, if the Board chooses, to authorize the project team to prepare the Joint Permit Application (JPA) for the 1C site. This will trigger the federal Section 106 process with relevant consulting parties such as the COE, DHR and MIN. The process will involve finalization of any Phase 2 archeological efforts, and the project design may be updated to minimize impact to those areas.

Mr. Chesser asked if the findings were positive or negative, and Mr. Glenn responded that fewer artifacts were found than expect and that no evidence of burials was found. There are some sites that could provide further information, and Phase 2 efforts would be informed through the 106 process. Mr. Curtis reminded the Board that these efforts and the 106 process were normal requirements of the permitting process. He stated that while the Phase 1 report was delayed, it was worthwhile to ensure accuracy and quality prior to submission in order to minimize future delays.

Mr. Curtis invited Ms. Marion Werkheiser, attorney for the MIN, to address the Board. She stated that the MIN intended to stand by its commitment to support the project in accordance with the January 2021 letter, and would work to expedite the process. Ms. Werkheiser stated that the MIN would oppose any location of the project at the initial Point of Fork location, but noted the positive nature of the current relationship between the JRWA and the MIN.

### **Discussion - Joint Permit Application Proposal**

Mr. Curtis stated that current indications are that a project at the 1C site would be eligible for consideration under the U.S. Army Corps of Engineer's streamlined Nationwide Permit 58. The longest potential lead time is with the Department of Environmental Quality (DEQ), who will need up to 60 days to evaluate the revised intake location. Mr. Curtis has had preliminary conversations with DEQ staff regarding the need for efficiency. Mr. Watson and Mr. Dahl asked timeline and process questions, and Mr. Curtis agreed to provide an updated draft timeline by the next meeting. He noted that the JRWA should be prepared to make a decision on the JPA permit application at that meeting if necessary.

Mr. Joe Hines with Timmons Group reviewed the proposal for the efforts. He reminded the Board that while this may be a revision, it's nearly a new application since roughly 8 years have passed since the first application, which was nearly 170 pages. Timmons will work to make the most complete application possible, and a similar recent application totaled over 900 pages. Mr. Hines reviewed the scope of work in the proposal and stated that since the proposal was a time and materials budget, any savings would be passed on to the JRWA. The effort would involve a preliminary engineering effort for the pump station and surveys, including a potential mussel survey given the three stream impacts. In the past, mussel surveys were often required within six months of project completion, but recent permit applications have included a requirement to perform it in advance. Mr. Goodwin noted that significant survey work had been performed in the

archeological analysis, and Mr. Hines agreed that this work would aid in the JPA preparation. Mr. Watson asked how an application of this size would be transmitted, and Mr. Hines replied that it would be securely transmitted electronically and physically delivered. Mr. Goodwin asked if 30 days was a realistic target for completion of the Phase 1 report and the MIN written support of the project at the 1C location. Mr. Curtis and Mr. Glenn stated that they planned to deliver the final report to the MIN within a week, and Ms. Werkheiser stated that the MIN should be able to respond within a month, even if a tribal council meeting is required.

Mr. Curtis noted other matters, including House Bill 49 in the Virginia General Assembly, which would designate portions of the James as a scenic river. He stated that the team had worked with legislators to propose language in the bill which would not impact the project until 2027, and would exempt project upgrades and maintenance after that. He also asked the Board for permission to schedule pre-application meetings with DEQ and COE, which the Board supported.

Mr. Glenn reviewed a request from GAI to reallocate \$48,910 in existing funds in the project budget to other efforts. These include inventory and curation efforts, Phase 2 reporting, and ongoing project efforts. Mr. Goodwin stated that he would need further detail on the proposal as it was recently received by the Board, and asked what additional funds would be necessary to finalize a decision on the JPA proposal. After Board discussion, Mr. Glenn stated that \$10,000 would be sufficient. On the motion of Mr. Purcell, seconded by Mr. Goodwin, the Board approved a transfer within GAI's project budget of \$10,000 for efforts necessary to make a decision on the JPA proposal.

#### **Discussion – VFPF Refunding Opportunity**

Mr. Dahl reported a potential refunding opportunity for the JRWA's roughly \$9M debt which could save approximately \$230,000 over the life of the loan, noting that the savings would be significantly offset by the costs of issuance associated with the refinancing as well as the loss of the loan's tax-exempt status. Mr. Anderson asked what debt funds had been spent, and team members discussed efforts at the prior site. After a brief discussion, the Board agreed not to undertake the refinancing.

#### **ACTION ITEMS**

##### **FY23 JRWA Operational Budget**

Mr. Dahl reviewed the budget as presented in the packet, noting that it was largely unchanged from the prior year. Locality contributions comprise the revenue, and expenditures are primarily the debt service payments. On the motion of Mr. Purcell, seconded by Mr. Chesser, which passed by a vote of 6-0, the Board approved the proposed FY23 budget in the amount of \$505,716.

#### **CONSENT AGENDA**

(none)

#### **CLOSED SESSION**

On the motion of Mr. Chesser, seconded by Mr. Purcell, which carried by a vote of 6-0, the Board voted to enter Closed Session at 10:20 a.m. for the purpose of discussing the following:

1. In accordance with §2.2-3711(A) (3) for the purpose of discussing the acquisition/disposition of property associated with the Forsyth alternative and §2.2-3711(A) (7) for consultation with legal counsel regarding pending litigation with DHR.

**RESUMPTION OF REGULAR SESSION**

On the motion of Mr. Goodwin, seconded by Mr. Dahl, which carried by a vote of 6-0, the Board voted to return to regular session at 11:25 a.m.

**RESOLUTION - CERTIFICATION OF CLOSED SESSION**

By roll call, which carried by a vote of 6-0, 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 | Yes/Aye     |
| Eric Dahl         | Yes/Aye     |
| Eric Anderson     | Yes/Aye     |
| Eric Purcell      | Yes/Aye     |

**ADJOURNMENT**

On the motion of Mr. Goodwin, seconded by Mr. Dahl, which carried by a vote of 6-0, the Board voted to adjourn the meeting at 11:25 a.m.

BY ORDER OF:

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D.D. WATSON, CHAIRMAN  
BOARD OF DIRECTORS

JAMES RIVER WATER AUTHORITY

DRAFT

# AQUALAW

JUSTIN W. CURTIS  
JUSTIN@AQUALAW.COM

PH: 804.716.9021  
FX: 804.716.9022

February 16, 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 January.

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 "JW Curtis".

Justin W. Curtis

Enclosure

cc: Brendan Hefty, Esq.

# AQUALAW

February 15, 2022

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

Attention: Eric Dahl  
RE: General

Our File #: 0293-001  
Inv #: 14261

| DATE      | WORK PERFORMED   | HOURS       | AMOUNT            | LAWYER |
|-----------|--|-------------|-------------------|--------|
| Jan-04-22 | Teleconference with E. Tidlow re cultural resources study and report status; send email to team re same; review and suggest revisions to Timmons Group's draft permit application task list and proposed budget        | 1.30        | 539.50            | JWC    |
| Jan-07-22 | Teleconferences with members of the team to gather information on status of Alt 1C cultural resources study; virtual meeting with the team to review same and plan for upcoming Board meeting                          | 1.30        | 539.50            | JWC    |
| Jan-18-22 | Review proposed bill (HB 49) to designate the Fluvanna segment of the James River as a scenic river; send email to C. Goodwin and E. Dahl summarizing potential effect and recommending proposed amendment to the bill | 2.00        | 830.00            | JWC    |
| Jan-25-22 | Follow up with E. Tidlow on status of cultural resources report; prepare for and participate in biweekly status update with the team   | 1.50        | 622.50            | JWC    |
|           | <b>Subtotal</b>  | <b>6.10</b> | <b>\$2,531.50</b> |        |

**TOTAL AMOUNT THIS PERIOD**

**\$2,531.50**

Previous Balance

\$5,063.00

Previous Payments

\$5,063.00

**BALANCE DUE NOW**

**\$2,531.50**

**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.**





# INVOICE

Pittsburgh  
385 East Waterfront Drive  
Homestead, PA 15120-5005

T 412.476.2000  
F 412.476.2020



Eric Dahl  
James River Water Authority  
132 Main St  
PO Box 540  
Palmyra, VA 22963

February 07, 2022  
Project No: C190908.00  
Invoice No: 2171457

Project C190908.00 JRWA - cultural oversight - water supply project  
Planning & Coordination with Council & subconsultant

**Professional Services Through January 15, 2022**

Task 001 Consultation and Document Review

**Professional Personnel**

|                                   | Hours | Rate                   | Amount          |
|-----------------------------------|-------|------------------------|-----------------|
| E06 ; Cultural Resources Managers |       |                        |                 |
| Glenn, Jonathan                   | 7.00  | 128.00                 | 896.00          |
| Totals                            | 7.00  |                        | 896.00          |
| <b>Total Labor</b>                |       |                        | <b>896.00</b>   |
|                                   |       | <b>Total this Task</b> | <b>\$896.00</b> |

| Billing Limits | Current | Prior                     | To-Date         |
|----------------|---------|---------------------------|-----------------|
| Total Billings | 896.00  | 345,868.41                | 346,764.41      |
| Limit          |         |                           | 465,205.59      |
| Remaining      |         |                           | 118,441.18      |
|                |         | <b>Total this Invoice</b> | <b>\$896.00</b> |

**Outstanding Invoices**

| Number       | Date      | Balance          |
|--------------|-----------|------------------|
| 2169748      | 12/8/2021 | 10,152.85        |
| 2170361      | 1/7/2022  | 1,216.00         |
| <b>Total</b> |           | <b>11,368.85</b> |



# INVOICE

Pittsburgh  
385 East Waterfront Drive  
Homestead, PA 15120-5005

T 412.476.2000  
F 412.476.2020

Eric Dahl  
James River Water Authority  
132 Main St  
PO Box 540  
Palmyra, VA 22963

March 03, 2022  
Project No: C190908.00  
Invoice No: 2172288

Project C190908.00 JRWA - cultural oversight - water supply project  
Planning & Coordination with Council & subconsultant

**Professional Services Through February 12, 2022**

Task 001 Consultation and Document Review

**Professional Personnel**

|                                   | Hours | Rate                   | Amount            |
|-----------------------------------|-------|------------------------|-------------------|
| E06 ; Cultural Resources Managers |       |                        |                   |
| Glenn, Jonathan                   | 19.00 | 128.00                 | 2,432.00          |
| Totals                            | 19.00 |                        | 2,432.00          |
| <b>Total Labor</b>                |       |                        | <b>2,432.00</b>   |
|                                   |       | <b>Total this Task</b> | <b>\$2,432.00</b> |

Task 004 Search Contractor Surveys

**Consultants**

|                          |                  |                        |                   |
|--------------------------|------------------|------------------------|-------------------|
| Consultants Expense      |                  |                        | 9,100.00          |
| <b>Total Consultants</b> | <b>1.0 times</b> | <b>9,100.00</b>        | <b>9,100.00</b>   |
|                          |                  | <b>Total this Task</b> | <b>\$9,100.00</b> |

**Billing Limits**

|                | Current   | Prior                     | To-Date            |
|----------------|-----------|---------------------------|--------------------|
| Total Billings | 11,532.00 | 346,764.41                | 358,296.41         |
| Limit          |           |                           | 465,205.59         |
| Remaining      |           |                           | 106,909.18         |
|                |           | <b>Total this Invoice</b> | <b>\$11,532.00</b> |

**Outstanding Invoices**

| Number       | Date     | Balance       |
|--------------|----------|---------------|
| 2171457      | 2/7/2022 | 896.00        |
| <b>Total</b> |          | <b>896.00</b> |



All of us serving you™

February 22, 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: 4/1/2022

|                   |                     |
|-------------------|---------------------|
| Interest:         | \$153,959.38        |
| Principal:        | \$0.00              |
| Less Bill Credit: | \$240.60            |
| <b>Total Due:</b> | <b>\$153,718.78</b> |

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



February 15, 2022

Mr. Eric Dahl  
James River Water Authority  
Fluvanna County Office Building  
132 Main Street  
PO Box 540  
Palmyra, VA 22963

**Re: JRWA – Additional Professional Services for Project Management / Coordination and Additional Analysis of Alternative 1C: Invoice for Professional Service through January 31, 2022**

Dear Mr. Dahl:

Attached is the invoice for additional time & material services for the professional services completed through January 31, 2021 by Timmons Group related to general project management / coordination and associated meetings as well as the invoice for survey support for Alternative 1C.

Following is a summary of the work completed associated with the above referenced invoices:

**Project Management / Coordination**

- Coordination and preparation of materials for JRWA, GAI & AquaLaw review.
- Coordination with GAI, Gray & Pape and Timmons Group survey teams
- Bi-Weekly Coordination Calls for CR Coordination
- Phone and email communications with above parties throughout the invoice period.
- Key personnel related to above activities included David Saunders & Joe Hines.

**Task 1 - Bathymetric Survey / Riverbank Survey**

- Original and Expanded Scope 100% Complete

**Task 2 - Concept Design & Location of Intake and Pump Station**

- Original and Expanded Scope 100% Complete.

**Task 3 - Develop potential Limits of Disturbance for Alternative 1C**

- Original and Expanded Scope 100% Complete.

**Task 4 – Coordination with GAI**

- Included in the Project Management / Coordination Invoice.

**Task 5 - Survey Work in support of Cultural Resources Work**

- Develop plat for Pump Station acquisition and temporary and permanent easement plats with for Alt 1C & PS location
- Attend bi-weekly coordination call for CR & Team Coordination

**JRWA – Additional Professional Services Invoices**

**February 2022**

**Page 2 of 2**

Thanks for your the opportunity to be of continued service to the JRWA on this important project. Please feel free to contact us with any questions regarding this invoice or our team's services.

Respectfully submitted,



Joseph C. Hines, PE, MBA  
Senior Principal



David J. Saunders, PE, DBIA  
Senior Principal

Attachments:

Invoices for Professional Services through January 31, 2022



INVOICE

Eric Dahl  
 James River Water Authority  
 Fluvanna County Office Building  
 132 Main Street  
 PO Box 540  
 Palmyra, VA 22963

February 07, 2022  
 Project No: 39677.002  
 Invoice No: 280468  
 Due Date: March 09, 2022

**Invoice Total 2,750.00**

Project 39677.002 JRWA - Management/Coordination & Svcs

**Professional Services through January 30, 2022**

Phase U03 General Project Management Services

**Professional Personnel**

|                    | <b>Hours</b> | <b>Rate</b> | <b>Amount</b> |   |
|--------------------|--------------|-------------|---------------|---|
| Sr. Principal      | 10.00        | 275.00      | 2,750.00      |   |
| Totals             | 10.00        |             | 2,750.00      |   |
| <b>Total Labor</b> |              |             |               | <b>2,750.00</b>                           |
|                    |              |             |               | <b>Total this Phase 2,750.00</b>          |
|                    |              |             |               | <b>Total this Invoice <u>2,750.00</u></b> |

**Outstanding Invoices**

| <b>Number</b> | <b>Date</b> | <b>Balance</b>  |
|---------------|-------------|-----------------|
| 276482        | 12/6/2021   | 2,750.00        |
| 278425        | 1/10/2022   | 3,162.50        |
| <b>Total</b>  |             | <b>5,912.50</b> |

Please Remit to:  
 1001 Boulders Pkwy, Suite 300  
 Richmond, VA 23225  
 804.200.6500

Federal Tax ID: 54-1301413

**EFT Remittance:**  
 Towne Bank | Glen Allen, VA  
 ABA #051408949 | A/C #0281001456  
 ap@timmons.com



INVOICE

Eric Dahl  
 James River Water Authority  
 Fluvanna County Office Building  
 132 Main Street  
 PO Box 540  
 Palmyra, VA 22963

February 07, 2022  
 Project No: 39677.003  
 Invoice No: 280469  
 Due Date: March 09, 2022

**Invoice Total 2,475.00**

Project 39677.003 JRWA Additional Analysis for Alter 1C

**Professional Services through January 30, 2022**

|                  |        |                                       |             |
|------------------|--------|---------------------------------------|-------------|
| Phase            | U01    | Bathymetric Survey / Riverbank Survey |             |
| Total            |        | 12,400.00                             |             |
| Percent Complete | 100.00 | Total Earned                          | 12,400.00   |
|                  |        | Previous Fee Billing                  | 12,400.00   |
|                  |        | Current Fee Billing                   | 0.00        |
|                  |        | <b>Total</b>                          | <b>0.00</b> |
|                  |        | <b>Total this Phase</b>               | <b>-</b>    |

|                  |        |  |             |
|------------------|--------|--|-------------|
| Phase            | U02    | Concept Design & Location of Intake & PS |             |
| Total            |        | 19,500.00                                |             |
| Percent Complete | 100.00 | Total Earned                             | 19,500.00   |
|                  |        | Previous Fee Billing                     | 19,500.00   |
|                  |        | Current Fee Billing                      | 0.00        |
|                  |        | <b>Total</b>                             | <b>0.00</b> |
|                  |        | <b>Total this Phase</b>                  | <b>-</b>    |

|                  |        |  |             |
|------------------|--------|--|-------------|
| Phase            | U03    | Develop Potential LOD for Alternative 1C |             |
| Total            |        | 13,000.00                                |             |
| Percent Complete | 100.00 | Total Earned                             | 13,000.00   |
|                  |        | Previous Fee Billing                     | 13,000.00   |
|                  |        | Current Fee Billing                      | 0.00        |
|                  |        | <b>Total</b>                             | <b>0.00</b> |

Please Remit to:  
 1001 Boulders Pkwy, Suite 300  
 Richmond, VA 23225  
 804.200.6500

Federal Tax ID: 54-1301413

EFT Remittance:  
 Towne Bank | Glen Allen, VA  
 ABA #051408949 | A/C #0281001456  
 ap@timmons.com

**Total this Phase** -

Phase U04 Survey Service Support Cultural Resource

**Professional Personnel**

|                        | <b>Hours</b> | <b>Rate</b> | <b>Amount</b> |  |
|------------------------|--------------|-------------|---------------|--|
| Principal              | 7.50         | 230.00      | 1,725.00      |  |
| Licensed Land Surveyor | 5.00         | 150.00      | 750.00        |  |
| Totals                 | 12.50        |             | 2,475.00      |  |
| <b>Total Labor</b>     |              |             |               | <b>2,475.00</b>                                  |
|                        |              |             |               | <b>Total this Phase</b> <b>2,475.00</b>          |
|                        |              |             |               | <b>Total this Invoice</b> <u><u>2,475.00</u></u> |

**Outstanding Invoices**

| <b>Number</b> | <b>Date</b> | <b>Balance</b>  |
|---------------|-------------|-----------------|
| 276483        | 12/6/2021   | 4,942.50        |
| 278426        | 1/10/2022   | 1,446.25        |
| <b>Total</b>  |             | <b>6,388.75</b> |

**Please Remit to:**  
 1001 Boulders Pkwy, Suite 300  
 Richmond, VA 23225  
 804.200.6500

Federal Tax ID: 54-1301413

**EFT Remittance:**  
 Towne Bank | Glen Allen, VA  
 ABA #051408949 | A/C #0281001456  
 ap@timmons.com





March 9, 2022

Mr. Eric Dahl  
James River Water Authority  
Fluvanna County Office Building  
132 Main Street  
PO Box 540  
Palmyra, VA 22963

**Re: JRWA – Additional Professional Services for Project Management / Coordination and Additional Analysis of Alternative 1C: Invoice for Professional Service through February 28, 2022**

Dear Mr. Dahl:

Attached is the invoice for additional time & material services for the professional services completed through February 28, 2022 by Timmons Group related to general project management / coordination and associated meetings as well as the invoice for survey support for Alternative 1C.

Following is a summary of the work completed associated with the above referenced invoices:

**Project Management / Coordination**

- Coordination and preparation of materials for JRWA, GAI & AquaLaw.
- Bi-Weekly Coordination Calls for CR Coordination
- Preparation and attendance of the February 9, 2022 meeting.
- Research & identify land appraisal firms for JRWA
- Analysis of a water connection for the farmer at the pump station & follow-up correspondence
- Site visit to Rivanna River crossing to confirm ability to adjust pipeline routing to minimize CR / Canal impacts. Mileage for trip included in reimbursable expenses.
- Phone and email communications with above parties throughout the invoice period.
- Key personnel related to above activities included David Saunders & Joe Hines.

**Task 1 - Bathymetric Survey / Riverbank Survey**

- Original and Expanded Scope 100% Complete

**Task 2 - Concept Design & Location of Intake and Pump Station**

- Original and Expanded Scope 100% Complete.

**Task 3 - Develop potential Limits of Disturbance for Alternative 1C**

- Original and Expanded Scope 100% Complete.

**Task 4 – Coordination with GAI**

- Included in the Project Management / Coordination Invoice.

**Task 5 - Survey Work in support of Cultural Resources Work**

- No work to bill in February 2022

***JRWA – Additional Professional Services Invoices***

***March 2022***

***Page 2 of 2***

Thanks for your the opportunity to be of continued service to the JRWA on this important project. Please feel free to contact us with any questions regarding this invoice or our team's services.

Respectfully submitted,



Joseph C. Hines, PE, MBA  
Senior Principal



David J. Saunders, PE, DBIA  
Senior Principal

Attachments:

Invoices for Professional Services through February, 2022



INVOICE

Eric Dahl  
 James River Water Authority  
 Fluvanna County Office Building  
 132 Main Street  
 PO Box 540  
 Palmyra, VA 22963

March 08, 2022  
 Project No: 39677.002  
 Invoice No: 282432  
 Due Date: April 07, 2022

**Invoice Total 5,169.40**

Project 39677.002 JRWA - Management/Coordination & Svcs

**Professional Services through February 28, 2022**

Phase U03 General Project Management Services

**Professional Personnel**

|               |                    | <b>Hours</b> | <b>Rate</b>             | <b>Amount</b> |                 |
|---------------|--------------------|--------------|-------------------------|---------------|-----------------|
| Sr. Principal |                    | 18.50        | 275.00                  | 5,087.50      |                 |
|               | Totals             | 18.50        |                         | 5,087.50      |                 |
|               | <b>Total Labor</b> |              |                         |               | <b>5,087.50</b> |
|               |                    |              | <b>Total this Phase</b> |               | <b>5,087.50</b> |

Phase XPS Reimbursable Expenses

**Reimbursable Expenses**

|         |                            |  |                           |              |                 |
|---------|----------------------------|--|---------------------------|--------------|-----------------|
| Mileage |                            |  |                           | 81.90        |                 |
|         | <b>Total Reimbursables</b> |  |                           | <b>81.90</b> | <b>81.90</b>    |
|         |                            |  | <b>Total this Phase</b>   |              | <b>81.90</b>    |
|         |                            |  | <b>Total this Invoice</b> |              | <b>5,169.40</b> |

**Outstanding Invoices**

| <b>Number</b> | <b>Date</b> | <b>Balance</b>  |
|---------------|-------------|-----------------|
| 280468        | 2/7/2022    | 2,750.00        |
| <b>Total</b>  |             | <b>2,750.00</b> |

Please Remit to:  
 1001 Boulders Pkwy, Suite 300  
 Richmond, VA 23225  
 804.200.6500

Federal Tax ID: 54-1301413

**EFT Remittance:**  
 Towne Bank | Glen Allen, VA  
 ABA #051408949 | A/C #0281001456  
 ap@timmons.com



February 3, 2022

Mr. DD Watson, Chair  
James River Water Authority  
Fluvanna County Office Building  
Main Street  
Palmyra, VA 22963

**RE: James River Water Authority – Water Withdrawal Permit Modification  
VWP #14-0343**

Dear Mr. Watson:

As requested by the James River Water Authority (JRWA) Board, we are pleased to offer the following *scope & fee proposal* for the submission of the JRWA water withdrawal permit modification.

Under this Agreement, Timmons Group will provide professional services for the Virginia Water Protection (VWP) Individual Permit modification application at the new intake location on the James River.

**PROJECT BACKGROUND, UNDERSTANDING AND APPROACH**

Now that the location of the water intake has been moved and cultural resource studies are underway, Timmons Group will prepare the permit modification application and supporting documentation to modify the VWP Individual Permit #14-0343 that was issued on November 20, 2015 and expires on November 19, 2030. This permit renewal will enable JRWA to construct and operate the raw water intake and raw water pump station that will provide a safe, reliable, and economically viable supply of water to the member counties.

Timmons Group will complete the Joint Permit Application (JPA) in an efficient manner, utilizing as much content as possible from the previously submitted JPA and previous cultural resources study.

This is an unusual application as JRWA holds two of the three necessary environmental permits. The two existing permits may either be issued as new permits or modified, which may affect the necessary level of effort and quantity of existing application materials that can be repurposed. Timmons Group will have a better understanding of what is required following preapplication meetings with the relevant agencies.

It is understood that JRWA's attorney will review the JPA package prior to submission to State agencies. Timmons Group will incorporate the Attorney's recommended revisions as appropriate.

## I. SCOPE OF SERVICES

### Pre-Application Submittal Tasks

#### **Task 1: Survey Services (Time & Materials)**

Timmons Group will perform supplemental field survey as required to establish potential environmental impacts only. This primarily includes the Rivanna River crossing, a stream crossing along Bremono Road, and a ditch/stream crossing at the raw water pump station site. Other smaller environmental features identified during delineation may also be field surveyed. 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.

This task does not include topographical survey utilizing aerial Light Detection and Ranging (LiDAR). Additional survey, not included in this scope, will be required to complete the design of the raw water intake, raw water pump station, and raw water main. However, the field survey performed to establish potential environmental impacts will also be used for the design. Additional infill survey will be necessary.

#### **Task 2: Survey of Wetland Flagging (Time & Materials)**

Wetland and stream marking flags will be placed onsite at the time of environmental delineation (refer to Task 3). Once the wetland delineation is confirmed by the U.S. Army Corps of Engineers, Timmons Group will survey all flags. As the project's proposed limits of disturbance come close to several jurisdictional features, it is recommended to survey the flags to avoid an inadvertent wetland and/or stream impact.

#### **Task 3: Environmental Services (Time & Materials)**

##### Wetland Delineation

Timmons Group will review existing, readily obtainable environmental information on the site such as USGS mapping, aerial photography, NWI mapping and soil survey information. A wetland delineation of the subject property will be performed in accordance with the 1987 U.S. Army Corps of Engineers (COE) Wetland Delineation Manual and appropriate Regional Supplement. The flagged wetland limits will be GPS located for mapping purposes (Note that this GPS location is for confirmation and planning purposes and is not a substitute for traditional field survey and that in the event wetlands and streams may be impacted by the project the limits should be located by traditional survey means). A preliminary wetland delineation map showing the approximate size, shape and location of wetlands and or waters of the U.S. present on the subject property will then be prepared.

##### Wetland Confirmation

Timmons Group will facilitate the confirmation of wetland locations through wetland flagging and submittal of a Preliminary Jurisdictional Determination (PJD) package to the U.S. Army Corps of Engineers (COE). This package will consist of a narrative, wetland delineation map and wetland delineation field data sheets. Timmons Group will conduct a site visit with the COE to review the site conditions, flagged wetland limits and confirm findings. A Jurisdictional Determination (JD) letter for the wetland delineation will be obtained from the COE.

#### **Task 4: Joint Permit Application Preparation (Time & Materials)**

The application will be prepared in accordance with the Virginia Water Protection Permit Program as outlined in Section 9VAC25-210 of the Virginia Code. The modification of the water withdrawal permit will be officially initiated with the preparation and submittal of a Joint Permit Application (JPA). As the name implies, the JPA is a joint permit prepared for review and comment by all State and Federal Agencies having jurisdiction or otherwise having interest in the proposed construction and withdrawal activities.

One or more preapplication meetings will be held to commence the permitting effort and to gain a clear understanding of permitting requirements with the State and Federal authorities having jurisdiction.

Once the JPA is prepared, it is submitted to the Virginia Marine Resources Commission (VMRC) who acts as a clearing house to distribute the application to the appropriate agencies for review and comment.

Specific items to be prepared as part of the JPA include, but are not limited to:

- Narrative to supplement the JPA. The narrative will expand on what is presented in JPA and help guide the reviewer through the application package.
- Various figures throughout the application such as Vicinity Maps, Location Maps, FEMA Flood Maps, and Service Area Maps.
- Section 5 – Public notification to all adjacent property owners including a cover letter, Adjacent Property Acknowledgment Forms, and conceptual figures.
- Section 24 – Intakes, Outfalls, and Water Control Structures. Detailed analysis of stream flows and proposed withdrawals will be performed and documented.
- Section 25 – Water Withdrawal Use, Need, and Alternatives. The application package will provide an explanation of proposed withdrawals, review of the State Water Resources Plan, and Alternatives Analysis.

A ***preliminary engineering design*** of the raw water intake structure, raw water pump station, and raw water main alignment (including the Rivanna River pipeline crossing) will be necessary to successfully communicate project purpose through the application process. The U.S. Army Corps of Engineers (COE) will require a complete project to be shown in the application to issue their permit. From an environmental perspective, the necessity of the proposed disturbance must be presented to demonstrate that this disturbance is warranted. The preliminary drawings will supplement the overall project narrative in achieving justification. The preliminary engineering design will also be necessary to determine the extent of environmental impacts, both temporary and permanent in nature.

Timmons Group will complete the JPA in an efficient manner, utilizing as much content as possible from the previously submitted JPA.

#### Stream and Wetland Impact Permitting

This task assumes authorization under a DEQ Virginia Water Protection (VWP) Individual Permit (IP), Nationwide Permit (NWP) authorization from the COE under NWP 58 - Utility Line Activities for Water and Other Substance, and VMRC authorization for three (3) subaqueous bottomland impacts. Should additional authorizations become necessary a change order will be provided. Exhibits that depict the proposed jurisdictional impacts associated with the project and a detailed impacts summary for the proposed project will be included in the Permit Package. Unified Stream Methodology (USM) Assessments to quantify the compensation requirements for proposed stream impacts will be conducted for inclusion and discussion in the Permit Package as needed.

The Timmons Group Environmental Team will assist in preparing three sections of the JPA; Section 6: Threatened & Endangered Species Information, Section 7: Historic Resources Information, and Section 8: Wetlands and Waters Impact Information.

#### **Post-Application Submittal Tasks**

##### **Task 5: Review & Response Period (Time & Materials)**

Once submitted, the JPA will be reviewed by a number of State and Federal Agencies including, but not limited to:

- Department of Environmental Quality (DEQ)
- Virginia Marine Resources Commission (VMRC)
- U.S. Army Corps of Engineers (COE)
- Virginia Department of Health – Office of Drinking Water (VDH)
- Fish and Wildlife Services (FWS)
- Department of Game and Inland Fisheries (DGIF)
- Virginia Department of Historic Resources (VDHR)

Timmons Group will address the comments generated by these agencies to obtain the necessary approvals and obtain permits with VMRC, COE, and DEQ.

Once the initial review comments are addressed, DEQ will prepare a model to determine the impact of the withdrawal. This model will be the basis of the permit conditions including potential limitations regarding use of the intake during drought conditions.

DEQ will then issue a Draft VWP permit for review and comment by JRWA. By this point in the renewal process, JRWA should already be aware of the anticipated permit conditions. If deemed necessary, JRWA can negotiate the terms and conditions of the permit as applicable.

DEQ will also require that Public Notice be made as to the pending Draft VWP permit. The Public Notice shall be made within 14 days of the Draft VWP permit being received by JRWA and shall be open for a period of 30 days during which comments can be made to the DEQ by the public.

After considering comments received during the Public Notice period, DEQ will then determine if a Public Hearing is justified. DEQ will also determine if modifications to the Draft permit are required prior to issuance of the Final permit. The need for a Public Hearing and/or additional clarifications will lengthen the permitting process schedule.

Timmons Group will navigate JRWA through this review, public comment, and final approval process. The level of effort this task will require varies depending on comment volume, specific circumstances unique to the project, and public comment and/or opposition to the project. An estimated budget time and materials fee will be presented for this task once the JPA is submitted and the initial round of comments has been received.

**Task 6: Additional Environmental Services IF REQUIRED FOR PERMIT ISSUANCE**  
**(Time & Materials)**

During the review period, there is the possibility that one of the agencies referenced above may generate a comment that necessitates additional environmental services. Typical follow up work to adequately address these comments includes threatened and endangered species field studies, historical and cultural resources field studies, or additional wetland delineation, confirmation, and impact permitting. This task will act as a placeholder for such work. An estimated budget time and materials fee will be presented for this task as the need arises.

Freshwater Mussel Survey

At this time, it is anticipated that an endangered species assessment and survey for freshwater mussels will be required. A survey for rare mussels and habitat that could potentially be impacted will need to be conducted. Based on previous desktop assessment, it is anticipated surveys will be necessary for 3 large stream impact areas and 2 smaller stream crossings. The Mussel Survey will provide an assessment of any actual and potential populations of rare mussels and habitat in the potential impact area. Definitive determinations, to the extent possible, will be made regarding identification of all freshwater mussels

encountered. The study will employ stratified sampling concentrating any mussel searches in significant habitats. Mussels found in the proposed construction site will need to be in an appropriate habitat at an additional fee. All fieldwork should be conducted by individuals recognized as certified experts by the FWS. A final report will be generated upon completion of the field studies in a format suitable for submittal to the COE and FWS.

Based on recent Timmons Group experience on other projects, the freshwater mussel survey may have to be performed twice. It will have to be performed to successfully permit the project and then again within six months of the start of project construction.

Phase II Cultural Resources Survey

At this time, it is anticipated that a Phase II cultural resources survey may be required for certain portions of the project site. Timmons Group will be available as necessary to provide technical, survey, and logistical support to the cultural resources survey contractor. If the Phase II survey and subsequent consultation with agencies and stakeholders necessitates changes to the project layout or methods, elements of the application materials including drawings, specifications, and plans may need to be revised.

**II. PROPOSED FEE STRUCTURE**

We propose to perform this work consistent with the fee schedule below. Invoices will be prepared on a monthly basis based upon work completed. Invoices will include a narrative outlining the work completed during the previous month and identify any necessary action items required on behalf of JRWA. The narrative also will include a reasonable forward-looking estimate of remaining tasks and anticipated expenses relative to the remaining balance of the proposed budget estimate or budget authorization, as applicable.

***Pre-Application Submittal Tasks Budget – Time & Materials in accordance with Exhibit A***

|   |                  |
|---|------------------|
| Task 1 – Survey Services                      | \$15,000         |
| Task 2 – Survey of Wetland Flagging           | \$15,000         |
| Task 3 – Environmental Services               | \$40,000         |
| Task 4 – Joint Permit Application Preparation | \$75,000         |
| <b>T&amp;M Budget Total</b>                   | <b>\$145,000</b> |

***Post-Application Budget for Responses to DEQ & Other Review Agency Comments.  
Time & Materials in accordance with Exhibit A***

|   |                 |
|---|-----------------|
| Task 5 – Review & Response Period                                     | TBD             |
| Task 6 – Additional Environmental Services (Freshwater Mussel Survey) | \$65,000        |
| <b>T&amp;M Budget Total</b>   | <b>\$65,000</b> |

The above listed fees for time & materials tasks are based on the scope of services presented in this proposal and are budget estimates. Should the scope of services expand or substantially vary in such a way that scope and effort required increases, Timmons Group may request an additional fee for the increase in scope.

**JRWA SUBMISSION FEES:** JRWA to pay for all submission fees related to permitting, including any necessary application fees to governmental agencies. The application fees are assumed to be \$10.00 for the Corps, \$100.00 for VMRC, and up to \$25,000 to DEQ for the VWP Permit application.

**III. ASSUMPTIONS AND CLARIFICATIONS**

Timmons Group provides the following assumptions and clarifications in regard to the Scope of Services.

- JRWA will pay for all fees related to permitting, including any necessary application fees to governmental agencies. The application fees are assumed to be \$10.00 for the Corps, \$100.00 for



VMRC, and up to \$25,000 to DEQ for the VWP Permit application.

- Additional environmental services beyond the freshwater mussel assessment and survey presented in Task 6 may be required during the permitting process.
- Wetland/Stream Mitigation is not included in the scope at this time as the requirements are difficult to predict until the permitting pathway and impacts are identified.
- Permit compliance requirements (such as monitoring and reporting) are not included in the scope at this time as the requirements are difficult to predict until the permitting pathway and impacts are identified.
- The budget presented does not include any tasks necessary for the permitting and approval of other permits not specifically described in this proposal, including but not limited to, special use permits, construction general permits, VDOT land use permits, and railroad crossing permits.

**IV. ANTICIPATED SCHEDULE**

It is anticipated that once the survey and wetland delineation will be completed within approximately 45-60 days from NTP. Once the survey and wetland delineation have been completed, it is anticipated preparation of the JPA will take approximately 45 days to prepare for submission.

Regulatory Reviews: Timmons Group has recently experienced delays in review time by DEQ for other VWP renewal applications and cannot be responsible for these delays in acquiring a new permit for JRWA. We will endeavor to work with the regulatory agencies in an expeditious manner and consistent with statutorily required response times.

Thank you for allowing Timmons Group the opportunity to provide you with this proposal. We look forward to the opportunity of working with you to deliver this critical permit for JRWA. Should you have any questions or need any additional information, please don't hesitate to call.

Respectfully submitted,



Joseph C. Hines, PE, MBA  
Senior Principal - Principal in Charge



David J. Saunders, PE, DBIA  
Senior Principal – Utilities

*Matthew Miller*

Matthew Miller, PE, M Eng, ENV SP  
Senior Project Manager – Water Infrastructure

Accepted by: **James River Water Authority**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit A**

**Timmons Group 2022 BILLING RATES**

Rates in effect for 1/1/2022 to 12/31/2022

| <b>TEAM MEMBER</b>                     | <b>Hourly Rate</b> | <b>TEAM MEMBER</b>            | <b>Hourly Rate</b> |
|--|--------------------|-------------------------------|--------------------|
| <b><u>Engineering</u></b>              |                    | <b><u>Environmental</u></b>   |                    |
| Engineer Technician                    | \$80.00            | Environmental Technician      | \$75.00            |
| Project Engineer I                     | \$95.00            | Environmental Scientist       | \$95.00            |
| Project Engineer II / Designer         | \$105.00           | Environmental Scientist II    | \$105.00           |
| Project Engineer III / Sr. Designer    | \$115.00           | Sr. Environmental Scientist   | \$115.00           |
| Project Manager / Sr. Project Engineer | \$150.00           | Environmental Project Manager | \$150.00           |
| Sr. Project Manager                    | \$185.00           |                               |                    |
| Principal                              | \$230.00           | <b><u>Survey</u></b>          |                    |
| Senior Principal                       | \$280.00           | Survey Technician             | \$90.00            |
|  |                    | Sr. Survey Technician         | \$100.00           |
|  |                    | Survey Project Manager        | \$115.00           |
|  |                    | Licensed Land Surveyor        | \$150.00           |
|  |                    | 1 Man Crew w/ Robot           | \$130.00           |
|  |                    | 2 Man Crew                    | \$150.00           |
|  |                    | 3 Man Crew                    | \$210.00           |
| <b><u>Construction Services</u></b>    |                    |                               |                    |
| Laboratory Manager                     | \$85.00            | <b><u>Right of Way</u></b>    |                    |
| Materials Technician                   | \$60.00            | Right of Way Manager          | \$125.00           |
| Sr. Field Technician                   | \$70.00            | Right of Way Specialist       | \$110.00           |
| Construction Inspector                 | \$80.00            | Document Specialist           | \$75.00            |
| Sr. Construction Inspector             | \$90.00            |                               |                    |
| Const. Material Testing Manager        | \$115.00           | <b><u>GIS</u></b>             |                    |
|  |                    | GIS Field Technician          | \$65.00            |
|  |                    | GIS Technician                | \$80.00            |
|  |                    | GIS Analyst                   | \$110.00           |
|  |                    | GIS Programmer/Analyst        | \$140.00           |
|  |                    | Project Manager               | \$150.00           |
|  |                    | Software Engineer             | \$155.00           |
|  |                    | Sr. Software Engineer         | \$175.00           |
|  |                    | Sr. Project Manager           | \$185.00           |
|  |                    | Program Manager               | \$205.00           |
| <b><u>Landscape Architecture</u></b>   |                    |                               |                    |
| Landscape Technician                   | \$85.00            |                               |                    |
| Landscape Architect/Land Planner       | \$105.00           |                               |                    |
| Visualization Manager                  | \$115.00           |                               |                    |
| Sr. Landscape Architect                | \$125.00           |                               |                    |
| LA/LP Project Manager                  | \$150.00           |                               |                    |
| LA/LP Sr. Manager                      | \$165.00           |                               |                    |
| <b><u>Support Staff</u></b>            |                    |                               |                    |
| Field Intern                           | \$45.00            |                               |                    |
| Engineering Intern                     | \$60.00            |                               |                    |
| Clerical                               | \$80.00            |                               |                    |

**REIMBURSABLE EXPENSES:**

- Any expenses, such as, printing, courier, telephone and outside consultants not listed in the Services above will be invoiced as "Time and Material"
- Mileage will be billed at the IRS approved rate at the time services are provided.

**NOTES:**

- Hourly rates will be utilized for Time & Materials services performed on behalf of the JRWA.
- Timmons Group will provide rates for specific Construction Materials field equipment & lab tests upon request.
- Timmons Group can provide "lump sum, fixed-fee" quotes for specific work tasks in order for the JRWA to better control costs.
- Rates will be subject to change at the beginning of each calendar year.
- Subconsultants will be billed at cost plus 10%.

### Exhibit B – Terms and Conditions

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described above. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the “Project” or “Projects.”
2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, “legal requirements”). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
3. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group’s verification shall be at Client’s sole risk and without liability or legal exposure to Timmons Group or Timmons Group’s employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney’s fees, arising therefrom or in connection therewith.
4. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the of the place of the Project, without regard to its conflicts of laws provisions.
5. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
6. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.
7. **PROJECT SITE SAFETY:** Timmons Group’s Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group’s employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project’s owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.
8. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to

the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.

- 9. DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. In the event the account is forwarded for collection based on default of payment, the Client will be responsible for all costs incurred including attorney's fees in an amount equal to 33% of the outstanding balance. The parties agree to litigation in a court of competent jurisdiction in the jurisdiction where the Project is located.
- 10. INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 11. MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. **This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.**



*Since 1987*

March 8, 2022

Jonathan Glenn  
Cultural Resources Manager  
GAI Consultants, Inc.  
385 East Waterfront Drive  
Homestead, Pennsylvania 15120

**RE:** Development of Phase II Work Plan for Cultural Resources Investigations at the James River Water Authority's Proposed Water Pump Station and Associated Facilities, Alternative 1C, Fluvanna County, Virginia

Dear Jonathan,

Gray & Pape has completed Phase I investigations for the James River Water Authority's (JRWA) proposed Walter Pump Station and Associated Facilities, Alternative 1C in Fluvanna County, Virginia.

Five archaeological sites (44FV0275, 44FV0276, 44FV0278, 44FV0280, and 44FV0282) are recommended for additional Phase II investigation to determine their eligibility for listing on the National Register of Historic Places (NRHP). These sites produced culturally diagnostic materials and site 44FV0275 contained features relevant to the precontact occupation of the James and Rivanna Rivers. We believe that these sites may meet requirements for eligibility under NRHP Criterion D because of their potential to yield important data on the broad precontact period of the Piedmont region of Virginia. In particular, the work plan for Site 44FV0275 will address how a scaled approach to site sampling can reduce the Phase II level of effort and still deliver information sufficient to assess NRHP eligibility for this multi-component, deeply stratified archaeological site.

We recommend additional Phase II investigations for the historical component of site 44FV0281 if impacts to the Rivanna Canal Navigation Historic District (DHR # 032-0036) cannot be avoided. We presume that the historical component of 44FV0281 can be avoided by the project, thus it is not included in this work plan. Finally, we also recommend additional investigations of two architectural properties, the Reynolds Farm (032-5006) and a bridge/culvert (44FV0052) in the vicinity of the James River and Kanawha Canal. Gray & Pape will also document and assess the effects of the Project on the NRHP-listed Rivanna Farm (032-0261) and the Rivanna Canal Navigation Historic District (032-0036).

As an out-of-scope item, Gray & Pape will prepare a detailed Phase II work plan that characterizes the seven subject resources, defines investigation objectives and proposed research questions, and describes excavation and documentation methods. The work plan will be informed by communication with members

of the Monacan Indian Nation regarding the limitation of Phase II testing to locations where direct subsurface effects are expected, and the plan will incorporate specific information regarding Monacan settlement patterns. For the built environment resources, the work plan will define resource documentation standards, mapping requirements to accurately update VCRIS files, and the nature of original research that will be required to support potential NRHP eligibility. The work plan will outline how Gray & Pape will collaborate with JRWA and their design team to clarify proposed Project parameters, in particular the construction envelope for the pump station (i.e., site plan, height, 24-hour light and noise output, associated remote intake and/or output structures, etc.).

In addition to defining the scope of work, the work plan will outline the performance and task schedule and provide an estimate of fees to complete the work. The plan will be coordinated with the Virginia Department of Historic Resources (VDHR) and members of the Monacan Indian Nation for their review and comment. We anticipate two rounds of coordination calls/meetings with GAI and with the VDHR and Monacan Indian Nation representatives.

Gray & Pape will prepare the Phase II work plan for a fee of \$12,750 and deliver our work product by 25 March 2022.

If you have any questions or need additional detail, please contact me at your convenience.

Sincerely yours,



W. Kevin Pape  
President  
GRAY & PAPE, INC.

Cc: Evelyn Tidlow