

**James River Water Authority
Board of Directors Meeting
Fluvanna County Administration Building- Morris Room
132 Main Street
Palmyra, VA 22963
April 10, 2024
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**
- IV. Financial Report**
 - a. Bill Approval
 - i. AquaLaw
 - ii. GAI Consultants
 - iii. Faulconer Construction
 - iv. MBP
 - v. Timmons Group
 - vi. Randolph, Boyd, Cherry & Vaughan
 - vii. R. Christopher Goodwin
- V. Public Information and Discussion**
- VI. Action Items**
 - a. Timmons Group -Surface Water Withdrawal Permit Additional Services & Re-Allocation Request
 - b. Goodwin and Associates -Proposal for Additional Geophysical Investigations
- VII. Consent Agenda**
- VIII. Closed Meeting**
- IX. 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

AQUALAW

JUSTIN W. CURTIS
JUSTIN@AQUALAW.COM

PH: 804.716.9021
Fx: 804.716.9022

March 19, 2024

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 February.

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.



March 18, 2024

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

Attention: Eric Dahl
RE: General

Our File #: 0293-001
Inv #: 16080

| DATE | WORK PERFORMED | HOURS | AMOUNT | LAWYER |
|-------------|---|--------------|---------------|---------------|
| Feb-07-24 | Review DEQ comments on stormwater management plans; provide comments and suggested responses on the same to B. Strickland; virtual meeting with the team to review the DEQ comments and responses | 2.00 | 830.00 | JWC |
| Feb-08-24 | Review draft and revise draft response to DEQ information request; prepare detailed summary of issues raised by DEQ request and open questions and send some to the project team; send update to C. Goodwin and E. Dahl | 4.60 | 1,909.00 | JWC |
| Feb-09-24 | Various teleconferences and virtual meetings with Timmons team to refine response to DEQ information request; revise draft response to DEQ and circulate the same to the team for review; draft revised permit termination form letter and send same to E. Dahl; circulate status update on responses to E. Dahl and C. Goodwin | 4.10 | 1,701.50 | JWC |
| Feb-13-24 | Regular virtual meeting with the team to review project status; review and comment on revisions to the draft Treatment Plan; respond to questions on the same from M. Hornum re revised Treatment Plan; send status update to Corps project manager | 2.70 | 1,120.50 | JWC |
| Feb-14-24 | Teleconference with Corps project manager re permit timeline; attend and brief the JRWA Board on the project permitting status; prepare and send additional information requested by the Corps project manager | 1.80 | 747.00 | JWC |
| Feb-16-24 | Respond to request from Corps project manager for additional information; teleconference with B. Hefty re inquiry from a Monacan representative re the former project location; follow up teleconference with the Monacan representative re the same; send summary of Monacan contact to E. Dahl and C. Goodwin | 0.90 | 373.50 | JWC |
| Feb-26-24 | Prepare for and attend virtual meeting with the team to prepare for meeting with VRA staff | 1.00 | 415.00 | JWC |
| Feb-27-24 | Virtual meeting with the team to review the project status; | 0.90 | 373.50 | JWC |

follow up with Corps project manager re next consulting party meeting

| | | | | |
|-----------|--|------|--------|-----|
| Feb-29-24 | Virtual meeting with team and VRA staff to discuss the pending financing application | 1.00 | 415.00 | JWC |
|-----------|--|------|--------|-----|

| | | | |
|-----------------|--------------|-------------------|--|
| Subtotal | <u>19.00</u> | <u>\$7,885.00</u> | |
|-----------------|--------------|-------------------|--|

| | | | |
|---------------------------------|--|-------------------|--|
| TOTAL AMOUNT THIS PERIOD | | <u>\$7,885.00</u> | |
|---------------------------------|--|-------------------|--|

| | | | |
|------------------|--|-------------|--|
| Previous Balance | | \$19,131.50 | |
|------------------|--|-------------|--|

| | | | |
|-------------------|--|------------|--|
| Previous Payments | | \$2,697.50 | |
|-------------------|--|------------|--|

| | | | |
|------------------------|--|---------------------------|--|
| BALANCE DUE NOW | | <u>\$24,319.00</u> | |
|------------------------|--|---------------------------|--|

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.

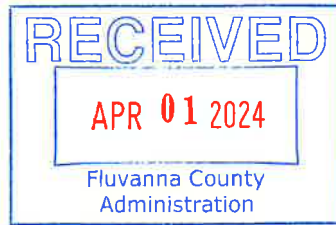
Payment is appreciated within 30 days.



INVOICE

GAI Consultants, Inc.
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 22, 2024
Project No: C190908.00
Invoice No: 2200668

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

Professional Services Through March 16, 2024

Task 001 Consultation and Document Review

Professional Personnel

| | Hours | Rate | Amount |
|--|-------|------------------------|-------------------|
| E08 ; Assistant Director Tidlow, Evelyn | 15.00 | 175.00 | 2,625.00 |
| E06 ; Cultural Resources Managers Glenn, Jonathan | 11.50 | 128.00 | 1,472.00 |
| Totals | 26.50 | | 4,097.00 |
| Total Labor | | | 4,097.00 |
| | | Total this Task | \$4,097.00 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|---------------------------|-------------------|
| Total Billings | 4,097.00 | 488,388.72 | 492,485.72 |
| Limit | | | 535,987.59 |
| Remaining | | | 43,501.87 |
| | | Total this Invoice | \$4,097.00 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|-----------------|
| 2199362 | 2/19/2024 | 6,173.50 |
| Total | | 6,173.50 |



James River Water Authority
Summary of Work Pay Application 6 – March 2024
3/31/24



Falconer Construction

Construction

1. Felled trees within LOD
2. Flagged clearing limits
3. Partial mobilization

Timmons Group

Final Design

1. Developed and advanced final plan sets A, B, C, and D to completion
2. Plan Sets submitted to review agencies on the following dates:
 - a. **Plan Set A – Raw Water Intake**
 - i. VDH Approval – 3/14/24
 - b. **Plan Set B – Raw Water Pump Station**
 - i. VDH Approval – 3/14/24
 - c. **Plan Set C – Site Plan**
 - i. Received V-DOT approval for entrance
 - ii. 100% design resubmission – 2/23/24
 - d. **Plan Set D – Raw Water Main**
 - i. Received VDH Approval
 - ii. 100% design resubmission 2/15/24
3. Respond to comments from reviewing agencies
4. Develop and assist with USACE permits

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 9488006

To Owner: JAMES RIVER WATER AUTHORITY
 P. O. Box 540 / 132 Main Street
 Fluvanna County Administration Office, 3
 Palymra, VA 22963

Project: 9488- JRWA - Construction

Application No. : 6

Distribution to :

Owner

Architect

Contractor

Period To:

From Contractor: Faulconer Construction Compa
 P O Box 7706
 Charlottesville, VA 22906-7706

Via Architect: Timmons Group

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

| | |
|--|-----------------|
| 1. Original Contract Sum | \$39,687,850.00 |
| 2. Net Change By Change Order | \$0.00 |
| 3. Contract Sum To Date | \$39,687,850.00 |
| 4. Total Completed and Stored To Date | \$3,767,000.00 |
| 5. Retainage: | |
| a. 5.00% of Completed Work | \$188,350.00 |
| b. 0.00% of Stored Material | \$0.00 |
| Total Retainage | \$188,350.00 |
| 6. Total Earned Less Retainage | \$3,578,650.00 |
| 7. Less Previous Certificates For Payments | \$3,440,900.00 |
| 8. Current Payment Due | \$137,750.00 |
| 9. Balance To Finish, Plus Retainage | \$36,109,200.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Faulconer Construction Company Ir

By: [Signature] Date: 3/25/24

State of: Virginia
 Subscribed and sworn to before me this 25th
 Notary Public: Courtney Davis
 My Commission expires: 02/28/2027

County of: Albemarle
 day of March 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$137,750.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: [Signature] Date: 3/25/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY | Additions | Deductions |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00 | \$0.00 |
| Total Approved this Month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| Net Changes By Change Order | \$0.00 | |

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 03/31/24

To:

Architect's Project No.:

Invoice # : 9488006

Contract : 9488- JRWA - Construction

| A Item No. | B Description of Work | C Scheduled Value | D E Work Completed | | F Materials Presently Stored (Not in D or E) | G Total Completed and Stored To Date (D+E+F) | H % (G / C) | I Balance To Finish (C-G) | Retainage |
|------------------|--|-------------------------|---------------------------------------|-------------------------|--|---|-------------------|------------------------------------|-----------|
| | | | From Previous Application (D+E) | This Period In Place | | | | | |
| 1 | Mobilization | 575,000.00 | 0.00 | 35,000.00 | 0.00 | 35,000.00 | 6.09% | 540,000.00 | |
| 2 | General Conditions | 1,480,000.00 | 465,000.00 | 45,000.00 | 0.00 | 510,000.00 | 34.46% | 970,000.00 | |
| 3 | Design & Construction Engineering Services | 3,850,000.00 | 2,695,000.00 | 35,000.00 | 0.00 | 2,730,000.00 | 70.91% | 1,120,000.00 | |
| 4 | Surveying | 110,000.00 | 65,000.00 | 10,000.00 | 0.00 | 75,000.00 | 68.18% | 35,000.00 | |
| 5 | Railroad Insurance/Flagging & Improvements | 350,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 350,000.00 | |
| 6 | Material Storage & Handling | 700,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 700,000.00 | |
| 7 | Pump Station Laydown | 35,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 35,000.00 | |
| 8 | Clearing for UG Electric Across Bremo Road | 7,000.00 | 7,000.00 | 0.00 | 0.00 | 7,000.00 | 100.00% | 0.00 | |
| 9 | Existing Utility Protection & Potholing | 75,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 75,000.00 | |
| 10 | Erosion Controls | 475,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 475,000.00 | |
| 11 | Wetland and Sensitive Area Restoration | 85,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 85,000.00 | |
| 12 | Temporary Construction Roads & Clearing | 150,000.00 | 130,000.00 | 20,000.00 | 0.00 | 150,000.00 | 100.00% | 0.00 | |
| 13 | Pump Station Site Access Road | 1,110,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 1,110,000.00 | |
| 14 | Site Access Road Storm Improvements | 220,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 220,000.00 | |
| 15 | Pump Station Site Work | 2,035,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 2,035,000.00 | |
| 16 | General Conditions - MEB | 700,000.00 | 260,000.00 | 0.00 | 0.00 | 260,000.00 | 37.14% | 440,000.00 | |
| 17 | Concrete + Structural | 2,900,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 2,900,000.00 | |
| 18 | Metals | 880,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 880,000.00 | |
| 19 | Equipment | 1,500,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 1,500,000.00 | |
| 20 | Mechanical | 1,060,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 1,060,000.00 | |
| 21 | Electrical | 3,600,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 3,600,000.00 | |
| 22 | Controls | 410,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 410,000.00 | |
| 23 | Furnish & Install Porta Dam | 715,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 715,000.00 | |
| 24 | Intake Pipe Work | 585,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 585,000.00 | |
| 25 | Intake Structure | 850,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 850,000.00 | |
| 26 | Build Access Road Down Ramp Into River | 30,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 30,000.00 | |
| 27 | Restore Bank of James River with Class 2 Rip Rap | 175,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 175,000.00 | |

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6

Application Date : 03/31/24

To:

Architect's Project No.:

Invoice # : 9488006

Contract : 9488- JRWA - Construction

| A Item No. | B Description of Work | C Scheduled Value | D Work Completed | | F Materials Presently Stored (Not in D or E) | G Total Completed and Stored To Date (D+E+F) | H % (G / C) | I Balance To Finish (C-G) | Retainage |
|---------------------|--|----------------------|---------------------------------|----------------------|--|--|----------------|------------------------------|-------------------|
| | | | From Previous Application (D+E) | This Period In Place | | | | | |
| 28 | Dewater Swale Between Pump Station & Swale | 30,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 30,000.00 | |
| 29 | 24" Raw Water Line | 9,800,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 9,800,000.00 | |
| 30 | Water Line Appurtenances | 2,080,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 2,080,000.00 | |
| 31 | Water Line Testing | 200,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 200,000.00 | |
| 32 | Rail Road & Electrical Jack & Bore | 500,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 500,000.00 | |
| 33 | Open Cut Electrical Line Under Brems Road | 55,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 55,000.00 | |
| 34 | Route 6 Jack & Bore | 170,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 170,000.00 | |
| 35 | Open Cut Pipeline at 127+00 Brems Road | 70,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 70,000.00 | |
| 36 | Open Cut Pipeline at 133+00 Gale Hill Road | 110,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 110,000.00 | |
| 37 | Rivanna Crossing- Open Cut | 960,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 960,000.00 | |
| 38 | Rock Blasting & Removal | 370,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 370,000.00 | |
| 39 | Site & Easement Restoration | 460,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 460,000.00 | |
| 40 | QC testing | 185,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 185,000.00 | |
| 41 | SWPP Development & Inspections | 35,850.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 35,850.00 | |
| 999 | JOB CO'S APPROVED BY CLIENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | |
| Grand Totals | | 39,687,850.00 | 3,622,000.00 | 145,000.00 | 0.00 | 3,767,000.00 | 9.49% | 35,920,850.00 | 188,350.00 |



March 11, 2024
Invoice No: 530089

James River Water Authority (JRWA)
Attn: Brendan Scott Hefty & Christian R. Goodwin
100 West Franklin Street
Suite 300
Richmond, VA 23220

Remit To:
McDonough Bolyard Peck, Inc.
2600 Park Tower Drive
Suite 801
Vienna, VA 22180

Contract #: N/A
Subcontract #: N/A
Purchase Order #: N/A

Invoice Total **\$4,673.63**

Project Manager: Joseph Modica
Project: J22177.001 JRWA Pump Station and Raw Water Main

Professional Services through February 29, 2024

Phase: 003 Task 3: On-Call Project Management Supp

Professional Personnel

| | Hours | Rate | Amount |
|-------------------------|-------|-------------------------|-------------------|
| Project Manager/Analyst | | | |
| Modica, Joseph | 27.50 | 169.95 | 4,673.63 |
| Totals | 27.50 | | 4,673.63 |
| Total Labor | | | 4,673.63 |
| | | Total this Phase | \$4,673.63 |

| Contract | Current | Prior | To-Date |
|-----------------|----------------|---------------------------|--------------------------|
| Total Billings | 4,673.63 | 26,087.40 | 30,761.03 |
| Contract Value | | | 39,938.28 |
| Remaining | | | 9,177.25 |
| | | Total this Invoice | <u>\$4,673.63</u> |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|-----------------|
| 527455 | 7/12/2023 | 300.00 |
| 529486 | 1/10/2024 | 1,954.43 |
| Total | | 2,254.43 |

Billing Backup

Monday, March 11, 2024

McDonough Bolyard Peck, Inc.

Invoice 530089 Dated 3/11/2024

9:33:52 AM

Project: J22177.001 JRWA Pump Station and Raw Water Main
 Phase: 003 Task 3: On-Call Project Management Supp

Professional Personnel

| | | | Hours | Rate | Amount |
|---------------------------|--------------------|---|-------|--------|-----------------|
| Project Manager/Analyst | | | | | |
| Project Manager/Analyst | | | | | |
| 29PRJM00 - Modica, Joseph | 1/2/2024 | Meeting and coordination | 2.00 | 169.95 | 339.90 |
| 29PRJM00 - Modica, Joseph | 1/5/2024 | Coordination | .50 | 169.95 | 84.98 |
| 29PRJM00 - Modica, Joseph | 1/10/2024 | Mussel coordination meeting | 1.00 | 169.95 | 169.95 |
| 29PRJM00 - Modica, Joseph | 1/15/2024 | Coordination | .50 | 169.95 | 84.95 |
| 29PRJM00 - Modica, Joseph | 1/16/2024 | Prep for and held progress meeting | 1.00 | 169.95 | 169.95 |
| 29PRJM00 - Modica, Joseph | 1/18/2024 | Consultant Team meeting | 1.50 | 169.95 | 254.93 |
| 29PRJM00 - Modica, Joseph | 1/19/2024 | Coordination | 1.00 | 169.95 | 169.95 |
| 29PRJM00 - Modica, Joseph | 1/22/2024 | Army Corps Prep meeting | .50 | 169.95 | 84.98 |
| 29PRJM00 - Modica, Joseph | 1/23/2024 | JRWA USACE Prep Meetings | 1.00 | 169.95 | 169.95 |
| 29PRJM00 - Modica, Joseph | 1/24/2024 | Coordination call for USACE and coordination call with Dominion | 2.00 | 169.95 | 339.90 |
| 29PRJM00 - Modica, Joseph | 1/29/2024 | Review of site plans and call with Roger Black | 3.00 | 169.95 | 509.85 |
| 29PRJM00 - Modica, Joseph | 1/30/2024 | Updating project information and coordinationHeld project meeting | 3.00 | 169.95 | 509.85 |
| 29PRJM00 - Modica, Joseph | 1/31/2024 | Cultural Resources | .50 | 169.95 | 84.98 |
| 29PRJM00 - Modica, Joseph | 2/2/2024 | Call to discuss entrance road | .50 | 169.95 | 84.98 |
| 29PRJM00 - Modica, Joseph | 2/6/2024 | Call with Dominion and Call with Roger Black | 1.00 | 169.95 | 169.95 |
| 29PRJM00 - Modica, Joseph | 2/13/2024 | Prepared for and held progress meeting | 2.00 | 169.95 | 339.90 |
| 29PRJM00 - Modica, Joseph | 2/14/2024 | Attend board meeting in person and then had follow up meeting with Eric about construction phase. | 2.00 | 169.95 | 339.90 |
| 29PRJM00 - Modica, Joseph | 2/21/2024 | Coordination | 1.00 | 169.95 | 169.95 |
| 29PRJM00 - Modica, Joseph | 2/26/2024 | | .50 | 169.95 | 84.98 |
| 29PRJM00 - Modica, Joseph | 2/27/2024 | Prep for and held progress meeting | 2.00 | 169.95 | 339.90 |
| 29PRJM00 - Modica, Joseph | 2/28/2024 | | 1.00 | 169.95 | 169.95 |
| | Totals | | 27.50 | | 4,673.63 |
| | Total Labor | | | | 4,673.63 |

| | |
|---------------------------|-------------------|
| Total this Phase | \$4,673.63 |
| Total this Project | \$4,673.63 |
| Total this Report | \$4,673.63 |

February 7, 2024

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

**RE: James River Water Authority – Water Withdrawal Permit Modification:
Progress Report & Invoice for Professional Service through January 28, 2024**

Mr. Dahl,

Attached is the invoice for the professional services completed through January 28, 2024 by Timmons Group for the JRWA Water Withdrawal Permit modification.

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

Pre-Application Submittal Tasks

Task 1 – Survey Services (Time & Materials)

- Complete

Task 2 – Survey of Wetland Flagging (Time & Materials)

- Complete

Task 3 – Environmental Services (Time & Materials)

- Complete

Task 4 – JPA Preparation (Time & Materials)

- Complete

Post-Application Submittal Tasks

Task 5 – Review & Response Period (Time & Materials)

- Meeting with DEQ on January 8th.
- Meeting with USACE and Consulting Parties on January 18th.
- Attendance of bi-weekly team meetings.
- Key personnel related to the above activities include Joe Hines and David Saunders.

Task 6 – Additional Environmental Services (Time & Materials)

- Coordination on Cultural Resources.
- Key personnel related to the above activities include Joe Hines and Matt Miller.

A summary of the fee invoiced relative to the approved project budget to date is presented:

| Task | Approved Project Budget | Amount Invoiced to Date | Remaining Fee |
|--|--------------------------------|--------------------------------|----------------------|
| Task 1 – Survey Services | \$15,000.00 | \$14,647.50 | \$352.50 |
| Task 2 – Survey of Wetland Flagging | \$11,000.00 | \$10,102.50 | \$897.50 |
| Task 3 – Environmental Services | \$40,000.00 | \$28,301.25 | \$11,698.75 |
| Task 4 – JPA Preparation | \$62,000.00 | \$61,458.75 | \$541.25 |
| Task 5 – Review & Response Period | \$59,402.50 | \$56,816.25 | \$2,586.25 |
| Task 6 – Additional Environmental Services | \$55,000.00 | \$38,796.50 | \$16,203.50 |
| Total to Date | \$242,402.50 | \$210,122.75 | \$32,279.75 |

Reimbursable expenses to date have totaled \$429.93.

Thank you for the opportunity to be of continued service to 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



Matt Miller, PE, M Eng
Senior Project Manager

Attachments:

- Invoice for Professional Services through January 28, 2024



INVOICE

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

February 06, 2024
 Project No: 39677.004
 Invoice No: 333288
 Due Date: March 07, 2024

| | |
|----------------------|-------------------|
| Invoice Total | \$6,042.50 |
|----------------------|-------------------|

Project 39677.004 JRWA-Water Withdrawal Permit Modify

Professional Services through January 28, 2024

| Phase | S01 | Survey Services | Current | Prior | To-Date |
|-------------------------|----------------|-----------------|---------|-----------|-----------|
| Billing Limits | | | | | |
| | Total Billings | | 0.00 | 14,647.50 | 14,647.50 |
| | Limit | | | | 15,000.00 |
| | Remaining | | | | 352.50 |
| Total this Phase | | | | | - |

| Phase | S02 | Survey of Wetland Flagging | Current | Prior | To-Date |
|-------------------------|----------------|----------------------------|---------|-----------|-----------|
| Billing Limits | | | | | |
| | Total Billings | | 0.00 | 10,102.50 | 10,102.50 |
| | Limit | | | | 11,000.00 |
| | Remaining | | | | 897.50 |
| Total this Phase | | | | | - |

| Phase | U01 | Joint Permit Application Preparation | Current | Prior | To-Date |
|-------------------------|----------------|--------------------------------------|---------|-----------|-----------|
| Billing Limits | | | | | |
| | Total Billings | | 0.00 | 61,458.75 | 61,458.75 |
| | Limit | | | | 62,000.00 |
| | Remaining | | | | 541.25 |
| Total this Phase | | | | | - |

| Phase | U02 | Review and Response Period |
|-------|-----|----------------------------|
| | | |

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

Professional Personnel

| | Hours | Rate | Amount |
|--------------------|-------|--------|-----------------|
| Sr. Principal | 11.00 | 310.00 | 3,410.00 |
| Totals | 11.00 | | 3,410.00 |
| Total Labor | | | 3,410.00 |

| Billing Limits | Current | Prior | To-Date |
|-------------------------|----------|-----------|-------------------|
| Total Billings | 3,410.00 | 53,406.25 | 56,816.25 |
| Limit | | | 59,402.50 |
| Remaining | | | 2,586.25 |
| Total this Phase | | | \$3,410.00 |

| Phase | W01 | Environmental Services | Current | Prior | To-Date |
|-------------------------|-----|------------------------|---------|-----------|-----------|
| Billing Limits | | | | | |
| Total Billings | | | 0.00 | 28,301.25 | 28,301.25 |
| Limit | | | | | 40,000.00 |
| Remaining | | | | | 11,698.75 |
| Total this Phase | | | | | - |

| Phase | W02 | Additional Environmental Services | Hours | Rate | Amount |
|-------------------------------|-----|-----------------------------------|----------------|--------------|---------------------------------|
| Professional Personnel | | | | | |
| Principal | | | 1.25 | 250.00 | 322.50 |
| Sr. Principal | | | 7.50 | 300.00 | 2,310.00 |
| Totals | | | 8.75 | | 2,632.50 |
| Total Labor | | | | | 2,632.50 |
| Billing Limits | | | Current | Prior | To-Date |
| Total Billings | | | 2,632.50 | 36,164.00 | 38,796.50 |
| Limit | | | | | 55,000.00 |
| Remaining | | | | | 16,203.50 |
| Total this Phase | | | | | \$2,632.50 |
| Total this Invoice | | | | | <u><u>\$6,042.50</u></u> |

Billings to Date

| | Current | Prior | Total |
|---------------|-----------------|-------------------|-------------------|
| Labor | 6,042.50 | 175,103.75 | 181,146.25 |
| Consultant | 0.00 | 6,874.00 | 6,874.00 |
| Expense | 0.00 | 429.93 | 429.93 |
| Unit | 0.00 | 22,102.50 | 22,102.50 |
| Totals | 6,042.50 | 204,510.18 | 210,552.68 |

Outstanding Invoices

| Number | Date | Balance |
|--------|------------|----------|
| 324543 | 10/10/2023 | 4,110.00 |

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

| | | | | |
|---------|-----------|-------------------------------------|---------|--------|
| Project | 39677.004 | JRWA-Water Withdrawal Permit Modify | Invoice | 333288 |
|---------|-----------|-------------------------------------|---------|--------|

| | | |
|--------------|------------|-----------------|
| 329216 | 12/12/2023 | 2,267.50 |
| Total | | 6,377.50 |

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



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

March 14, 2024

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

**RE: James River Water Authority – Water Withdrawal Permit Modification:
Progress Report & Invoice for Professional Service through February 29, 2024**

Mr. Dahl,

Attached is the invoice for the professional services completed through February 29, 2024 by Timmons Group for the JRWA Water Withdrawal Permit modification.

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

Pre-Application Submittal Tasks

Task 1 – Survey Services (Time & Materials)

- Complete

Task 2 – Survey of Wetland Flagging (Time & Materials)

- Complete

Task 3 – Environmental Services (Time & Materials)

- Complete

Task 4 – JPA Preparation (Time & Materials)

- Complete

Post-Application Submittal Tasks

Task 5 – Review & Response Period (Time & Materials)

- Preparing the response to DEQ's letter dated January 9, 2024 on the closure of the previous VWP permit 14-0343.
- Attendance of bi-weekly team meetings.
- Key personnel related to the above activities include Joe Hines, David Saunders, and Matt Miller.

Task 6 – Additional Environmental Services (Time & Materials)

- Coordination on Cultural Resources.
- Preparing the response to DEQ’s letter dated January 9, 2024 on the closure of the previous VWP permit 14-0343.
- Key personnel related to the above activities include Joe Hines and Matt Neely.

A summary of the fee invoiced relative to the approved project budget to date is presented:

| Task | Approved Project Budget | Amount Invoiced to Date | Remaining Fee |
|--|--------------------------------|--------------------------------|----------------------|
| Task 1 – Survey Services | \$15,000.00 | \$14,647.50 | \$352.50 |
| Task 2 – Survey of Wetland Flagging | \$11,000.00 | \$10,102.50 | \$897.50 |
| Task 3 – Environmental Services | \$40,000.00 | \$28,301.25 | \$11,698.75 |
| Task 4 – JPA Preparation | \$62,000.00 | \$61,458.75 | \$541.25 |
| Task 5 – Review & Response Period | \$59,402.50 | \$58,586.25 | \$816.25 |
| Task 6 – Additional Environmental Services | \$55,000.00 | \$41,976.50 | \$13,023.50 |
| Total to Date | \$242,402.50 | \$215,072.75 | \$27,329.75 |

Reimbursable expenses to date have totaled \$429.93.

Thank you for the opportunity to be of continued service to 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



Matt Miller, PE, M Eng
Senior Project Manager

Attachments:

- Invoice for Professional Services through February 29, 2024



INVOICE

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

March 12, 2024
 Project No: 39677.004
 Invoice No: 335518
 Due Date: April 11, 2024

| | |
|----------------------|-------------------|
| Invoice Total | \$4,950.00 |
|----------------------|-------------------|

Project 39677.004 JRWA-Water Withdrawal Permit Modify

Professional Services through February 29, 2024

| Phase | S01 | Survey Services | Current | Prior | To-Date |
|-------------------------|----------------|-----------------|---------|-----------|-----------|
| Billing Limits | | | | | |
| | Total Billings | | 0.00 | 14,647.50 | 14,647.50 |
| | Limit | | | | 15,000.00 |
| | Remaining | | | | 352.50 |
| Total this Phase | | | | | - |

| Phase | S02 | Survey of Wetland Flagging | Current | Prior | To-Date |
|-------------------------|----------------|----------------------------|---------|-----------|-----------|
| Billing Limits | | | | | |
| | Total Billings | | 0.00 | 10,102.50 | 10,102.50 |
| | Limit | | | | 11,000.00 |
| | Remaining | | | | 897.50 |
| Total this Phase | | | | | - |

| Phase | U01 | Joint Permit Application Preparation | Current | Prior | To-Date |
|-------------------------|----------------|--------------------------------------|---------|-----------|-----------|
| Billing Limits | | | | | |
| | Total Billings | | 0.00 | 61,458.75 | 61,458.75 |
| | Limit | | | | 62,000.00 |
| | Remaining | | | | 541.25 |
| Total this Phase | | | | | - |

| Phase | U02 | Review and Response Period | Hours | Rate | Amount |
|-------------------------------|---------------------|----------------------------|-------|--------|--------|
| Professional Personnel | | | | | |
| | Sr. Project Manager | | 4.00 | 210.00 | 840.00 |

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

| | | | | |
|--------------------|--|------|--------|-----------------|
| Sr. Principal | | 3.00 | 310.00 | 930.00 |
| Totals | | 7.00 | | 1,770.00 |
| Total Labor | | | | 1,770.00 |

| | | | |
|-------------------------|----------------|--------------|-------------------|
| Billing Limits | Current | Prior | To-Date |
| Total Billings | 1,770.00 | 56,816.25 | 58,586.25 |
| Limit | | | 59,402.50 |
| Remaining | | | 816.25 |
| Total this Phase | | | \$1,770.00 |

| | | | | |
|-------------------------|-----|------------------------|--------------|----------------|
| Phase | W01 | Environmental Services | | |
| Billing Limits | | Current | Prior | To-Date |
| Total Billings | | 0.00 | 28,301.25 | 28,301.25 |
| Limit | | | | 40,000.00 |
| Remaining | | | | 11,698.75 |
| Total this Phase | | | | - |

| | | | | |
|-------------------------------|-----|-----------------------------------|--------------|--------------------------|
| Phase | W02 | Additional Environmental Services | | |
| Professional Personnel | | Hours | Rate | Amount |
| Project Manager | | 3.00 | 175.00 | 525.00 |
| Principal | | 4.25 | 260.00 | 1,105.00 |
| Sr. Principal | | 5.00 | 310.00 | 1,550.00 |
| Totals | | 12.25 | | 3,180.00 |
| Total Labor | | | | 3,180.00 |
| Billing Limits | | Current | Prior | To-Date |
| Total Billings | | 3,180.00 | 38,796.50 | 41,976.50 |
| Limit | | | | 55,000.00 |
| Remaining | | | | 13,023.50 |
| Total this Phase | | | | \$3,180.00 |
| Total this Invoice | | | | <u>\$4,950.00</u> |

| | | | |
|-------------------------|-----------------|-------------------|-------------------|
| Billings to Date | Current | Prior | Total |
| Labor | 4,950.00 | 181,146.25 | 186,096.25 |
| Consultant | 0.00 | 6,874.00 | 6,874.00 |
| Expense | 0.00 | 429.93 | 429.93 |
| Unit | 0.00 | 22,102.50 | 22,102.50 |
| Totals | 4,950.00 | 210,552.68 | 215,502.68 |

| | | | |
|-----------------------------|---------------|-------------|-----------------|
| Outstanding Invoices | Number | Date | Balance |
| | 333288 | 2/6/2024 | 6,042.50 |
| | Total | | 6,042.50 |

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

LAW OFFICES
RANDOLPH, BOYD, CHERRY & VAUGHAN, PLC
14 EAST MAIN STREET
RICHMOND, VIRGINIA 23219
(804) 643-6611
FAX NO. (804) 783-2765
rbcvlaw.com

Writer's Direct Number: 804-592-4184
e-mail: acherry@rbcvlaw.com

B. RANDOLPH BOYD
FRANCIS A. CHERRY, JR.
SARAH M. SAUNDERS
J. BAKER McCLANAHAN, JR.
F. ADAM CHERRY, III

ERNEST C. VAUGHAN, JR., *Retired*
H. ARMISTEAD BOYD (1912-1979)
BEVERLEY H. RANDOLPH, JR. (1908-1987)

March 12, 2024

Brendan S. Hefty
HEFTY WILEY & GORE, PC
100 West Franklin Street – Suite 300
Richmond, Virginia 23220

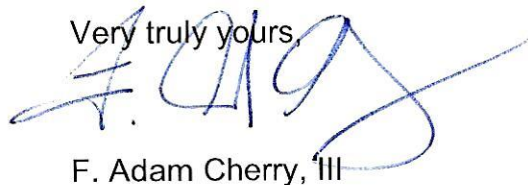
**Re: James River Water Authority v. Heirs at Law of Nelson Winston
James River Water Pipeline Project**

Dear Eric:

Enclosed please find our first interim statement for all time in the captioned matter which I trust you will find in order.

Thank you and please call should you have any questions.

Very truly yours,



F. Adam Cherry, III

AC/ckg
Enclosure

RANDOLPH, BOYD, CHERRY & VAUGHAN, PLC
14 East Main Street
Richmond, VA 23219
Tax ID #54-1116143

Invoice submitted to:

James River Water Authority
c/o Steven M. Nichols
County Administrator - Fluvanna County
P.O. Box 540
Palmyra, VA 22963

March 12, 2024

In Reference To:

James River Water Authority v. Heirs at Law of Nelson
Winston
Condemnation - James River Water Pipeline Project

INTERIM STATEMENT FOR ALL TIME FROM
JANUARY 3 THROUGH MARCH 12, 2024

Invoice # 20813
Professional services

| | | <u>Hours</u> | <u>Amount</u> |
|----------|--|--------------|---------------|
| 1/3/2024 | AC Telephone conf. with KDR and B. Hefty to discuss status of ROW acquisition and possible condemnation needed; notes to file; receive and review over 1,000 of various documents provided by KDR re title, plats and other documents; | 2.50 | \$937.50 |
| 1/4/2024 | AC Email memo to Brendan Hefty recommending only sending notice of intent to life estate interest (Dorothy White) and proceeding with certificate on the Nelson Winston condemnation; | 0.80 | \$300.00 |

| | | <u>Hours</u> | <u>Amount</u> |
|-----------|---|--------------|---------------|
| 1/4/2024 | AC Review title documents and KDR's title notes re family history and heirs of Nelson Winston; notes to file and exchange emails with KDR re same; | 2.00 | \$750.00 |
| 1/5/2024 | AC Draft notice of intent letter to D. White; exchange emails with B. Hefty re same; | 0.50 | \$187.50 |
| 1/10/2024 | AC Revise notice of intent letter and exchange emails with Eric Dahl re same; | 0.50 | \$187.50 |
| 1/17/2024 | AC Exchange emails with KDR re notice of intent and certificate language; begin work on drafting certificate; | 1.00 | \$375.00 |
| 1/26/2024 | AC Review draft certificate; email same to B. Hefty and inquire status of notice of intent; | 0.40 | \$150.00 |
| 2/7/2024 | AC Exchange emails with Jeff Dykes, KDR, re items needed for recording certificate; email to Christian Goodwin and E. Dahl re status and update on timeframe; | 0.50 | \$187.50 |
| | AC Exchange emails with B. Hefty re notice of certificate; review notice; notes to file; edits to certificate draft; detailed email to B. Hefty re recordation process; | 1.00 | \$375.00 |
| 2/8/2024 | AC Exchange emails with Jill. Medina. KDR, re certificate language; edits to certificate; email to Authority with instructions; | 0.50 | \$187.50 |

| | | <u>Hours</u> | <u>Amount</u> |
|-----------|-----|---|---------------|
| 2/15/2024 | AC | Email to E. Dahl and G. Goodwin; telephone conf. B. Hefty re remaining project; notes to file; | 0.40 \$150.00 |
| 2/16/2024 | AC | Review email from B. Hefty re VRA loan requirements; brief research; exchange emails with B. Hefty on suggested language for loan application; | 0.50 \$187.50 |
| 2/27/2024 | AC | Telephone conf. B. Hefty and P. Dalema re VRA loan; exchange emails with B. Hefty re certificate; | 0.40 \$150.00 |
| 2/28/2024 | AC | Telephone conf. J. Dykes re status of certificate; follow up email to B. Hefty and E. Dahl re same; | 0.50 \$187.50 |
| 2/29/2024 | AC | Receive and review Authority's check and signed certificate; exchange emails with KDR; draft letter to KDR re recording; | 0.50 \$187.50 |
| 3/1/2024 | AC | Telephone conf. J. Medina re certificate; edits to same; email to B. Hefty, E. Dahl and KDR re minor edit to Certificate; | 0.50 \$187.50 |
| 3/4/2024 | AC | Receive and review recorded certificate and note to file to comply with 25.1-306; exchange emails with E. Dahl re status of communications with life estate holder; | 0.40 \$150.00 |
| 3/5/2024 | CKG | Comply with Section 25.1-306 by mailing, by certified mail, copy of Certificate as recorded to Ms. White | 0.10 \$9.50 |

| | | <u>Hours</u> | <u>Amount</u> |
|------------------------------------|--|--------------|-------------------|
| 3/5/2024 | AC Exchange emails with J. Medina and E. Dahl re procedure for handling landowner agreement post-certificate; note to file; | 0.40 | \$150.00 |
| 3/6/2024 | AC Review title report/documents; exchange emails with E. Dahl re necessity of proceeding with condemnation and how to handle partial settlements with known heirs; notes to file; | 0.50 | \$187.50 |
| 3/8/2024 | FAC Confer re whether heirs case involving small easement where certificate already filed could possibly delay project | 0.20 | \$75.00 |
| | AC Telephone conf. B. Hefty re preparation for VRA meeting on Monday; review file and brief research on VRA; notes to file; | 1.00 | \$375.00 |
| 3/11/2024 | AC Review file and prepare for VRA meeting; | 0.50 | \$187.50 |
| | AC Attend VRA meeting with B. Hefty and provide Board with info related to the unknown heirs condemnation case; | 2.00 | \$750.00 |
| For professional services rendered | | <u>17.60</u> | <u>\$6,572.00</u> |

Attorney Summary

| <u>Name</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|------------------------|--------------|-------------|---------------|
| Francis A. Cherry, Jr. | 0.20 | \$375.00 | \$75.00 |
| F. Adam Cherry | 17.30 | \$375.00 | \$6,487.50 |
| Christy K Gmelch | 0.10 | \$95.00 | \$9.50 |



Invoice

| | | | |
|---|--------------------------------|--------------------|---------------|
| BILL TO | INVOICE DATE | INVOICE # | TERMS |
| James River Water Authority edahl@fluvannacounty.org cgoodwin@louisiana.gov jmodica@mbpce.com j.glenn@gaiconsultants.com | 04/04/2024 | 24-0304 | Net 30 |
| | DUE DATE | PERIOD | |
| | 5/4/2024 | March 1 - 31, 2024 | |
| Description | QTY | RATE | AMOUNT |
| Data Recovery Excavations at Sites 44FV0275 and 44FV0276 for the James River Water Supply Project in Fluvanna County, Virginia Contract Value: \$2,389,706.10 Billed to date: \$4,406.65 Paid to date: \$0.00 Balance remaining of contract value: \$2,288,608.98 Site 44FV0275 Senior Project Manager Project Manager Assistant Project Manager GIS I | | | |
| Remit payment to Frederick MD Office | Amount Due This Invoice | | \$4,406.65 |

RCGoodwin.com

EAST
241 E. Fourth St., Suite 100
Frederick, MD 21701
301-694-0428

SOUTH CENTRAL
309 Jefferson Hwy.
New Orleans, LA 70121
504-837-1940

CENTRAL
850 E. 13th St., Ste C
Lawrence, KS 66044
785-856-0744

NORTHEAST
830 Berlin Tpk.
Berlin, CT 06037
860-299-6328



April 4, 2024

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

**RE: James River Water Authority – Surface Water Withdrawal Permit
Additional Services & Re-Allocation Request**

Dear Mr. Dahl:

In support of the James River Water Project, we are pleased to offer the following additional *scope & fee proposal* to continue to support the surface water withdrawal permitting effort and environmental permitting effort for the project.

Under this Agreement, Timmons Group will provide professional services to continue to act as the Authority's agent to obtain a permit from the U.S. Army Corps of Engineers (USACE) and coordinate environmental efforts for the James River Water Project in Fluvanna County, Virginia.

PROJECT BACKGROUND, UNDERSTANDING AND APPROACH

The final Department of Environmental Quality (DEQ) Permit was obtained on October 20, 2024. However, coordination with USACE is ongoing and obtaining permit approval is anticipated in Spring 2024. Additional scope and fee will be required to successfully obtain the USACE permit.

The project team met with DEQ and Department of Wildlife Resources (DWR) on January 10, 2024 to discuss the mussel surveys. Per the DEQ permit, six mussel surveys are required within the project area. Additional scope and fee will be required to have certified experts perform the mussel surveys in accordance with all permit requirements and agency guidelines.

I. SCOPE OF SERVICES

Task 7: Mussel Surveys (Fixed Fee)

Three Oaks Environmental will perform the six required mussel surveys in the affected reaches (refer to Exhibit C). This is required to comply with the DEQ permit. Additional scope and fee (beyond what is presented in this proposal) may still be required to complete the project. The need for additional scope and fee is dependent upon the results of surveying efforts and Agency permitting requirements.

Task 8: Permitting Assistance (Time & Materials)

Timmons Group will continue to coordinate with USACE and address any of their comments necessary to gain permitting approval. This will be completed on a time and materials basis in accordance with the attached Timmons Group 2024 Billing Rates Schedule (Exhibit A).

Once the mussel surveys are completed, a need for mussel relocations may be necessary. This task also serves as budget for possible mussel relocations.

Task 9: Air Permit Exemption (Time & Materials)

Timmons Group plans to employ the services of One Environmental Group to determine if the emergency generator will be exempt from air permitting with DEQ (refer to Exhibit D).

Task 10: Monthly VWP Permit Inspection Checklist (Time & Materials)

While not included in the scope and fee of this proposal at this time, Timmons Group is highlighting the need for monthly inspections and completion of a monthly VWP Permit Inspection Checklist. This task and form must be completed every month during active construction and submitted to DEQ to comply with the terms of the JRWA DEQ VWP permit number 22-1889. JRWA should identify a responsible party to complete this task before construction commences.

II. RE-ALLOCATION REQUEST

The March 12, 2024 invoice for Timmons Group professional services through February 29, 2024 was provided to your office. A summary of the fee invoiced relative to the project budget to date is presented.

| | |
|--------------------------------|---------------------|
| Approved Project Budget | \$242,902.50 |
| <u>Amount Invoiced to Date</u> | <u>\$215,502.68</u> |
| Remaining Fee | \$27,399.82 |

The remaining fee is divided across six different tasks. It is proposed that the remaining fee is re-allocated to a single new task. Furthermore, to complete the project, new tasks are recommended to address the additional scope and fee presented below.

III. ANTICIPATED FEE STRUCTURE

We propose to perform this work consistent with the fee schedule below on either a time and materials (T&M) or Fixed Fee basis. Invoices will be prepared monthly 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 the Authority.

| Tasks | Anticipated Total Fee |
|---|-----------------------|
| Task 7 – Mussel Surveys (Fixed Fee) | \$33,000 |
| Task 8 – Permitting Assistance Additional Fee (T&M) | \$13,000 |
| Task 9 – Air Permit Exemption (T&M) | \$4,000 |
| Task 10 – Monthly VWP Permit Inspection Checklist (T&M) | TBD |
| T&M Total Budget Estimate | \$50,000 |

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.

With the approval of this proposal, total approved project budget to date is as follows.

| | |
|---|---------------------|
| March 2022 Approved Budget | \$242,902.50 |
| <u>March 2024 Proposed Budget</u> | <u>\$50,000.00</u> |
| Total Project Budget to Date (as of this proposal) | \$292,902.50 |

The resulting remaining project budget is as follows.

| | |
|---|--------------------|
| March 2024 Proposed Budget | \$50,000.00 |
| <u>Budget Remaining from the March 2022 Approved Budget</u> | <u>\$27,399.82</u> |
| Remaining Project Budget | \$77,399.82 |

A breakdown of remaining project budget is provided.

| | |
|---|--------------------|
| Initial Fee for Six Mussel Surveys by Three Oaks Environmental (Fixed Fee) | \$33,000.00 |
| Budget for Possible Mussel Relocations, or Other Environmental Services (T&M) | \$25,000.00 |
| Air Permit Exemption (T&M) | \$4,000.00 |
| <u>Additional Fee to Obtain the USACE Permit (T&M)</u> | <u>\$15,399.82</u> |
| Remaining Project Budget | \$77,399.82 |

IV. ASSUMPTIONS AND CLARIFICATIONS

Timmons Group provides the following assumptions and clarifications regarding the Scope of Services.

- JRWA will pay for all fees related to permitting.
- Additional studies under Task 6, Additional Environmental Services, of the original proposal may still be required, depending on comments generated by the Agencies. This is outside of the control of Timmons Group and JRWA.
- Wetland/Stream Mitigation purchase costs are not included.
- If mussels are found within the construction limits and must be relocated, there will be additional scope and fee which is not included in this proposal. This is outside of the control of Timmons Group and JRWA.
- Additional project cost not included in this proposal may be required in accordance with the Supplemental Project Cost Table sent by Bryan Rieckmann with Faulconer Construction Company on March 26, 2024.

V. ANTICIPATED SCHEDULE

Permitting is anticipated to be completed late Spring 2024. Mussel surveys will be completed in the Summer 2024.

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 project for the Authority. 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



Matt Miller, PE
Senior Project Manager

Accepted by: **James River Water Authority**

Name

Title

Signature

Date

Exhibit A

Timmons Group 2024 BILLING RATES

Rates in effect for 1/1/2024 to 12/31/2024

| TEAM MEMBER | Hourly Rate | TEAM MEMBER | Hourly Rate |
|--|--------------------|-------------------------------|--------------------|
| <u>Engineering</u> | | <u>Environmental</u> | |
| Engineer Technician | \$100.00 | Environmental Technician | \$90.00 |
| Project Engineer I | \$115.00 | Environmental Scientist | \$110.00 |
| Project Engineer II / Designer | \$125.00 | Environmental Scientist II | \$120.00 |
| Project Engineer III / Sr. Designer | \$150.00 | Sr. Environmental Scientist | \$140.00 |
| Project Manager / Sr. Project Engineer | \$175.00 | Environmental Project Manager | \$175.00 |
| Sr. Project Manager | \$210.00 | | |
| Principal | \$260.00 | <u>Survey</u> | |
| Senior Principal | \$310.00 | Survey Technician | \$105.00 |
| | | Sr. Survey Technician | \$130.00 |
| <u>Construction Services</u> | | SUE Project Manager | \$145.00 |
| Laboratory Manager | \$100.00 | Licensed Land Surveyor | \$170.00 |
| Materials Technician | \$75.00 | 1 Man Crew w/ Robot | \$150.00 |
| Sr. Field Technician | \$85.00 | 2 Man Crew | \$170.00 |
| Construction Inspector | \$95.00 | 3 Man Crew | \$235.00 |
| Sr. Construction Inspector | \$105.00 | | |
| Const. Material Testing Manager | \$130.00 | <u>Right of Way</u> | |
| | | Right of Way Manager | \$145.00 |
| <u>Landscape Architecture</u> | | Right of Way Specialist | \$130.00 |
| Landscape Designer I | \$100.00 | Document Specialist | \$90.00 |
| Landscape Designer II | \$120.00 | | |
| Visualization Project Manager | \$125.00 | <u>GIS</u> | |
| Sr. Landscape Architect | \$130.00 | GIS Field Technician | \$95.00 |
| LA/LP Project Manager | \$160.00 | GIS Technician | \$110.00 |
| LA/LP Sr. Manager | \$175.00 | GIS Analyst | \$140.00 |
| | | GIS Programmer/Analyst | \$170.00 |
| <u>Support Staff</u> | | Project Manager | \$185.00 |
| Field Intern | \$60.00 | Software Engineer | \$195.00 |
| Engineering Intern | \$75.00 | Sr. Software Engineer | \$205.00 |
| Clerical | \$95.00 | Sr. Project Manager | \$225.00 |
| | | Program Manager | \$250.00 |

REIMBURSABLE EXPENSES:

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

NOTES:

1. Hourly rates will be utilized for Time & Materials services performed.
2. Timmons Group will provide rates for specific Construction Materials field equipment & lab tests upon request.
3. Rates will be subject to change at the beginning of each calendar year.
4. Subconsultants will be billed at cost plus 10%

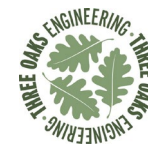
Exhibit B – Terms and Conditions

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. **PROCUREMENT:** Timmons Group services have been procured via the Virginia’s Growth Alliance Term Contract dated August 29, 2019.
3. **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.
4. **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.
5. **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.
6. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
7. **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.
8. **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.
9. **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.

- 10. 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.
- 11. 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.
- 12. 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.**

Exhibit C – Three Oaks Engineering, Inc. Freshwater Mussel Survey Proposal



Three Oaks Engineering, Inc.
324 Blackwell Street, Suite 1200
Durham, NC 27701

February 20, 2024

Matt Neely
Environmental Group Leader
Timmons Group
1001 Boulders Parkway, Suite 300
Richmond, VA 23225

**Subject: Freshwater Mussel Surveys for James River Water Authority Project
Fluvanna County, Virginia**

1.0 INTRODUCTION

Three Oaks Engineering (Three Oaks) is pleased to provide a task proposal and cost estimate to conduct freshwater mussel surveys for the James River Water Authority (JRWA) Project in Fluvanna County, Virginia. Based on the provided mapping, the Project is proposed to consist of a water intake from the James River and transmission lines generally following Route 656 north and Route 6 east to existing infrastructure along a gas power easement just west of Columbia. Several protected freshwater mussel species are known from or have the potential to occur in this portion of the James River Basin.

In 2022, Three Oaks Engineering conducted a habitat assessment and identified appropriate habitat in portions of the alignment. Based on the Virginia Department of Wildlife Resource (VDWR) review (ESS Log # 22598) and project permit recommendations, surveys were requested in the following six locations:

- James River
- Rivanna River
- Lower South Creek
- South Creek on VA 656
- UT Rivanna River 3
- UT Rivanna River 5

To evaluate the presence/absence of protected mussel species in the corridor following agency recommendations, Three Oaks proposes conducting survey efforts in these locations no more than six months before the start of construction, per permit conditions, during the 2024 season (April 1 to October 31).

Three Oaks has the necessary VDWR Permit to survey in Virginia, is a USFWS/VDWR-approved surveyor experienced with state protocols, and has conducted numerous mussel surveys in this portion of the James River Basin.

2.0 SURVEY EFFORTS

Survey efforts are proposed to determine the current presence/absence of mussel species that the project action could potentially impact. Based on the location and agency recommendations, VDWR abbreviated mussel survey lengths (project impact areas plus 400 meters downriver to 100 meters upriver) are recommended. The survey length will include approximately half of the river's width in the James River (the north side at the site of the proposed intake), and all other surveys will cover the full stream/river widths.



The mussel surveys will begin at the downstream end of each reach and proceed upstream with shallow areas examined first. The survey team will spread out across the river into survey lanes. As the team moves upstream, visual surveys will be conducted using mask/snorkel/facemask, and/or by wading using glass bottom buckets (bathycopes). SCUBA may be necessary to survey portions of the reach in the James and Rivanna Rivers. Tactile methods will also be employed, particularly in the streambanks under submerged rootmats and in submerged aquatic vegetation. Deeper areas requiring SCUBA will be surveyed after the shallow sections within the survey reach are covered. Timed searches will be employed in various sections of the survey reach.

The timed surveys will provide Catch Per Unit Effort (CPUE) data for each species found. All species of freshwater bivalves will be identified, recorded, and returned to the substrate. Representative photographs of each species collected will be taken. All species that are monitored by the VA Natural Heritage Program and VDWR will be measured and checked for evidence of reproduction. If federally or state-protected species are found during the survey efforts, the exact location will be recorded using GPS, and each mussel will be returned to where it was found. Timmons, USFWS, and VDWR will be contacted immediately of these findings as required by the collection permit.

3.0 DELIVERABLES

A survey report will be provided after the completion of the field efforts that will include data collected during the surveys, physical habitat descriptions, mapping, and recommendations for conservation measures, if applicable. Reporting will be provided after the completion of field efforts in a schedule closely coordinated with Timmons and JRWA.

4.0 SCHEDULE and COST ESTIMATE

It is anticipated that the surveys will be conducted in the appropriate survey season (April 1 through October 31), **weather and flow conditions pending**. The results of the assessment will assist in the determination of effects to listed mussel fauna for the project and the need for additional efforts, such as mussel relocations. If additional efforts are required, they can be scoped separately. It is anticipated that the draft report will be delivered within six weeks of the fieldwork completion, however, interim reporting will be provided as needed.

The lump sum cost for the completion of the 2024 survey efforts and reporting is:

| <u>Completed Task</u> | <u>Invoice Amount</u> |
|---|-----------------------|
| Completion of 2024 Mussel Surveys And Report | \$ 29,732.00 |

Payment for these services is to be delivered to Three Oaks Engineering, Inc., 324 Blackwell Street, Suite 1140, Durham, NC 27701 and is **due upon receipt of the final report**.

In no event shall Three Oaks be liable for any special, incidental, punitive or consequential damages of any kind, whether asserted in tort, contract, indemnity warranty or otherwise. Three Oaks’ maximum aggregate liability for all claims arising under or related to this Agreement shall not exceed the amounts paid to Three Oaks under it.

If this proposal is consistent with your requirements and meets your approval, please authorize this work by signing below and returning to me by mail or email (tom.dickinson@threeoaksengineering.com). If you have any questions or require additional information, please contact me at 919-732-1300. We appreciate the opportunity to provide our services to Timmons for this project.



Sincerely,

Thomas E. Dickinson

Tom Dickinson

Authorization to Proceed with Three Oaks Proposal:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Exhibit D – One Environmental Group Air Permit Exemption Proposal



March 25, 2024

Via Email

Matthew Miller
Water Infrastructure – Senior Project Manager
Timmons Group
1001 Boulders Parkway
Suite 300
Richmond, VA 23225
Matthew.miller@timmons.com

Re: Proposal for Environmental Consulting Services
Water Lift Station Emergency Generator

Dear Mr. Miller:

ONE Environmental Mid Atlantic, LLC (ONE) appreciates the opportunity to submit this proposal to Timmons Group (Timmons) for environmental consulting services. Specifically, ONE will prepare a permit applicability assessment for the installation and operation of an emergency diesel engine at the James River Water Authority raw water pump station located in Fluvanna County, Virginia.

Scope of Work

Task 1 – Air Permitting Applicability Determination

James River Water Authority will be installing a 2,180 hp diesel powered, emergency engine (generator) at its water pump station located in Fluvanna County, Virginia. ONE will perform an air permitting applicability determination for the proposed project (including the development of emissions calculations as necessary)) and prepare a memo report detailing the results of the assessment (listing of applicable regulations, exemption criteria, etc.).

Task 2 – Exemption Demonstration Submittal to DEQ

For purposes of this proposal, it is assumed that an air permit application will not be required for the engine installation. The Virginia Department of Environmental Quality (DEQ) does not require approval of exempt projects and allows facilities to “move forward at their own risk.” Therefore, potential options include:

1. Maintain a copy of the memo detailed in Task 1 on file at the facility in the event that DEQ requests information concerning the project at some time in the future,
2. Prepare a letter to DEQ detailing the exemption demonstration, but indicate that the letter is for informational purposes only so that the DEQ is aware of the changes at the facility, or

3. Submit a formal exemption demonstration approval request to DEQ. This would require the preparation and submission of a DEQ Form 7 Air Permit Application and associated attachments (emissions calculations, etc.) as well as the submission of a permit application fee.

For purposes of this proposal, we are assuming that Timmons and James River Water Authority will not elect to submit a formal request to DEQ (Option 3). If Timmons and James River Water Authority elect to submit an informational exemption letter to DEQ, ONE will prepare, as Task 2 of this proposal, an exemption letter which will include a detailed permit exemption demonstration, including applicable regulations, emissions calculations, etc.

Task 3 – Federal MACT/NSPS Requirements:

It should be noted that although the engine may be exempt from permitting, the engine may be subject to regulation under the Federal National Emissions Standards for Hazardous Air Pollutants (NESHAP) at 40 CFR Part 63, Subpart ZZZZ and/or the Federal New Source Performance Standards (NSPS) at 40 CFR Part 60, Subpart IIII. ONE can also include, with the memo to file in Task 1, a summary of the Federal regulations and requirements applicable to the emergency engine.

Budget & Schedule

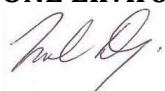
Based upon the scope of work listed above, ONE can complete these tasks for Time & Materials costs as follows:

- Task 1: **\$1,500.**
- Task 2 (if chosen): **\$500 (In addition to the cost of Task 1)**
- Task 3 (if chosen): **\$750 (In addition to the cost of Task 1)**

Please signify your agreement by issuing a Purchase Order. We appreciate your consideration of us for your environmental compliance needs.

If you have any questions or require additional information, please contact me at (804) 303-8784.

Sincerely,
ONE Environmental Mid Atlantic, LLC



Michael T. Deyo
Principal Consultant



March 22, 2024

Brendan Scott Hefty
100 West Franklin St., Suite 300
Richmond, Virginia 23220

RE: Data Recovery Excavations at Sites 44FV0275, 44FV0276/44FV0280, and 44FV0278 – Proposal for Additional Geophysical Investigations

Dear Mr. Hefty,

R. Christopher Goodwin & Associates, Inc. (G&A) is pleased to submit this proposal for additional geophysical investigations beyond those covered in the existing contract. The investigations covered by the original proposal (and now the existing contract) cover geophysical (ground penetrating radar and magnetometer) investigations at Site 44FV0275 and the Site 44FV0276 portion of the now combined Site 44FV0276/44FV0280, and total \$27,293.38. The additional investigations will cover Site 44FV0278 and the Site 44FV0280 portion of the now combined Site 44FV0276/44FV0280. The additional costs will be \$16,580.02. G&A will complete geophysical fieldwork, analyses, and reporting for all areas of the project as it is defined in the revised Treatment Plan, dated February 13, 2024, using the additional funds and those in the original proposal (now contract) following the methodology and assumptions included in the original proposal.

With best regards, I remain

Yours faithfully,

David George

David George
President & CEO

RCGoodwin.com

EAST

241 E. Fourth St., Suite 100
Frederick, MD 21701
301-694-0428

SOUTH CENTRAL

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New Orleans, LA 70121
504-837-1940

CENTRAL

850 E. 13th St., Ste C
Lawrence, KS 66044
785-856-0744

NORTHEAST

830 Berlin Tpk.
Berlin, CT 06037
860-299-6328