

**James River Water Authority
Board of Directors Meeting
181 Clubhouse Way
Zion Crossroads, Virginia
August 2, 2016
10:30 A.M.**

Regular Business 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. July 5, 2016 – Regular Meeting
 - b. June 7, 2016 – Regular Meeting (AMEND)
- V. Financial Report**
- VI. Discussion/Information Items**
 - a. Update – Permitting and Related Efforts
- VII. Action Items**
 - a. Action – Consideration Award of Contract for Construction Manager
- A. Consent Agenda**
- B. Closed Meeting**
- C. 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:
GOODMAN B. DUKE, CHAIRMAN
BOARD OF DIRECTORS
JAMES RIVER WATER AUTHORITY**

**JAMES RIVER WATER AUTHORITY
BOARD OF DIRECTORS
SPRING CREEK SPORTS CLUB
181 CLUBHOUSE WAY
ZION CROSSROADS, VIRGINIA
JUNE 7, 2016
10:30 A.M.**

Present: Goodman B. Duke (Chairman), Joe Chesser (Treasurer), Mark Dunning, Steven M. Nichols, and Christian R. Goodwin

Absent: D.D. Watson

Others Present: Mr. Brendan Hefty, Legal Counsel (Hefty, Wiley, and Gore); Joe Hines, Timmons Group; Joe Modica, MBP; R.J. Wright (Faulconer Construction); Pete Morris (Faulconer Construction); Eric Dahl (Fluvanna County); Wayne Stephens (Fluvanna County)

CALL TO ORDER

Chairman Duke called the meeting of the James River Water Authority (JRWA) Board of Directors to order at 10:30 a.m. Mr. Nichols led the Board in the Pledge of Allegiance.

ADOPTION OF AGENDA

The following items were added:

- Consideration of nonsuit of the lawsuit against Fluvanna County
- Designation of FOIA Officer
- Consideration of minutes addendum for access negotiation

On the motion of Mr. Chesser, seconded by Mr. Goodwin, which carried by a vote of 5-0, the Board approved the agenda.

READING AND APPROVAL OF MINUTES OF PRECEDING MEETINGS

On the motion of Mr. Nichols, seconded by Mr. Chesser, which carried by a vote of 5-0, the Board approved the minutes of the May 3, 2016, meeting.

FINANCIAL REPORT

Mr. Chesser reported that the Authority had a balance of \$260,502.35 available, and also that Louisa had paid more than the amount necessary to finance the debt service reserve fund.

On the motion of Mr. Nichols, seconded by Mr. Goodwin, which carried by a vote of 5-0, the Board voted to reimburse Louisa County in the amount of \$10,282.82.

The following bills were presented for payment:

- Raymond James; Financial Advisor: \$49,505.98
- United Postal Service; courier: \$25.77
- Randolph, Boyd, Cherry, Vaughan; property acquisition guidance: \$2,553.50
- Troutman Sanders; bond counsel: \$70,500

On the motion of Mr. Nichols, seconded by Mr. Dunning, which carried by a vote of 5-0, the bills were approved for payment.

On the motion of Mr. Nichols, seconded by Mr. Goodwin, which carried by a vote of 5-0, the Board approved payment to the Virginia Resources Authority in the amount of \$470,288 for the required debt service reserve fund.

DISCUSSION/INFORMATION ITEMS

Update – Construction Management Proposals and Review Process

Mr. Dunning stated that Mr. Goodwin, Mr. Stephens, Mr. Robins and himself had evaluated the proposals and conducted interviews for MBP, Hurtt and Proffit, and Gannett Fleming. Mr. Goodwin stated that the Committee wished to move forward with negotiations with MBP and would have a recommendation pending negotiations at the next meeting of the Authority. The Board had no issue with the proposed course of action.

A brief discussion regarding a logo for the JRWA ensued.

ACTION ITEMS

Agreement between Authority and Fluvanna County

Mr. Nichols reviewed the resolution passed by Fluvanna County, in which Fluvanna agreed to reimburse \$525,039 which constitute costs associated with the new pump station/intake and pipeline location. Fluvanna would reimburse this amount up front, while its share of labor, materials, and other escalated costs would be paid as normal.

On the motion of Mr. Chesser, seconded by Mr. Dunning, which passed by a vote of 5-0, the Board approved the agreement.

Colonial Pipeline Encroachment Agreement

Mr. Hefty stated that the Board's prior approval of the agreement directed the Chairman to execute it, when in fact Mr. Nichols' did so. As such, the action needed to be ratified.

On the motion of Mr. Goodwin, seconded by Mr. Nichols, which was approved by a vote of 5-0, the Board approved Mr. Nichols' execution of the document.

Resolution to Adopt the Member Agreement to Join the Virginia Association of Counties Self Insurance Risk Pool

Mr. Dahl stated that any time a group signs up for insurance services with VACo, they require a resolution.

In addition, it was stated that this insurance policy was required in accordance with the terms set forth by the Virginia Resources Authority for the debt issuance.

On the motion of Mr. Goodwin, seconded by Mr. Nichols, which passed by a vote of 5-0, the Board voted to approve the agreement.

Member Agreement to Join the Virginia Association of Counties Self Insurance Risk Pool

It was stated that this item was essentially the same item as the previous item, just another document in the packet.

On the motion of Mr. Nichols, seconded by Mr. Goodwin, which passed by a vote of 5-0, the Board voted to approve the agreement.

Nonsuit of the Lawsuit against Fluvanna County

Mr. Goodwin stated that both the Authority and Louisa County had begun legal proceedings against Fluvanna County in the wake of that County's actions on the Special Use Permits for the water project in December, 2015. As those issues have been resolved and Fluvanna has agreed to its share of the increased costs associated with the situation, Louisa had agreed to nonsuit its proceedings. Mr. Hefty stated that he saw no reason to continue the JRWA's proceedings.

On the motion of Mr. Dunning, seconded by Mr. Chesser, which passed by a vote of 5-0, the Board agreed to nonsuit the lawsuit against Fluvanna.

Freedom of Information Act (FOIA) Officer

Mr. Hefty reviewed the new state requirements regarding the designation of a FOIA Officer. Mr. Nichols stated that his FOIA Officer for Fluvanna was a logical choice for the designation. On the motion of Mr. Nichols, seconded by Mr. Goodwin, which passed by a vote of 5-0, the Board designated Kelly Harris as the Authority's FOIA Officer.

Minutes

Mr. Goodwin agreed to ensure that the March 30 minutes had been created, and that they were inclusive of authorization for access negotiation.

ADJOURNMENT

On the motion of Mr. Goodwin, seconded by Mr. Nichols, which carried by a vote of 5-0, the

Board voted to adjourn the meeting at 11:04 a.m.

BY ORDER OF:

GOODMAN B. DUKE, CHAIRMAN
BOARD OF DIRECTORS
JAMES RIVER WATER AUTHORITY

DRAFT

**JAMES RIVER WATER AUTHORITY
BOARD OF DIRECTORS
SPRING CREEK SPORTS CLUB
181 CLUBHOUSE WAY
ZION CROSSROADS, VIRGINIA
JUNE 7, 2016
10:30 A.M.**

Present: Goodman B. Duke (Chairman), D.D. Watson (arrived 10:39a.m.), Mark Dunning, Steven M. Nichols, and Christian R. Goodwin

Absent: Joe Chesser (Treasurer)

Others Present: Mr. Brendan Hefty, Legal Counsel (Hefty, Wiley, and Gore); Joe Hines, Timmons Group; Joe Modica, MBP; R.J. Wright (Faulconer Construction); Pete Morris (Faulconer Construction); Wayne Stephens (Fluvanna County); Eric Dahl (Fluvanna County); Pam Baughman (Louisa Water Authority); John Robins (Louisa County)

CALL TO ORDER

Chairman Duke called the meeting of the James River Water Authority (JRWA) Board of Directors to order at 10:30 a.m. Mr. Nichols led the Board in the Pledge of Allegiance.

ADOPTION OF AGENDA

Consideration of the Construction Manager contract was moved to after Closed Session.

On the motion of Mr. Dunning, seconded by Mr. Goodwin, which carried by a vote of 4-0, the Board approved the agenda.

READING AND APPROVAL OF MINUTES OF PRECEDING MEETINGS

On the motion of Mr. Nichols, seconded by Mr. Dunning, which carried by a vote of 4-0, the Board approved the minutes of the June 7, 2016, meeting.

FINANCIAL REPORT

Mr. Nichols reported that the balance sheet was included in the Board's packet if there were any questions. Mr. Nichols stated that a bill had been received from VACORP for \$221 for insurance coverage, and that Fluvanna could pay the bill and have the JRWA reimburse the amount when Mr. Chesser returned from vacation.

On the motion of Mr. Goodwin, seconded by Mr. Dunning, which carried by a vote of 5-0, the bill was approved for reimbursement following payment by Fluvanna.

DISCUSSION/INFORMATION ITEMS

Update – Virginia Marine Resources Commission Permit

Mr. Nichols stated that the Commission had unanimously approved the JRWA permit, which would be issued when necessary easements are obtained. Mr. Nichols, Mr. Joe Hines, and Mr. David Saunders attended and answers questions, and Mr. George Bialkowski spoke against the permit's issuance.

ACTION ITEMS

Budget

Mr. Dunning summarized the budget, which includes a multi-year forecast. Mr. Eric Dahl reviewed select specific items, and discussion regarding operations costs in later years ensued. It was agreed that Mr. Dahl would work with Mr. Wayne Stephens and Mr. John Robins to finalize operations costs as construction progressed, since these costs would not occur until FY2019.

On the motion of Mr. Nichols, seconded by Mr. Goodwin, which passed by a vote of 5-0, the Board adopted the fiscal year 2017 budget in the total amount of \$357,064.18

Property Access Fee Minutes

Mr. Goodwin stated that the Board requested added the amount of the property access fee approved at the prior meeting added to the minutes for audit purposes.

On the motion of Mr. Nichols, seconded by Mr. Watson, which passed by a vote of 5-0, the Board approved the revision to the minutes.

CLOSED MEETING

On the motion of Mr. Goodwin, seconded by Mr. Nichols, which carried by a vote of 5-0, the Board voted to enter Closed Session at 10:55 a.m. for the purpose of discussing the following:

1. In accordance with §2.2-3711.A.29 VA Code Ann., for the purpose of discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, specifically related to the Comprehensive Agreement.
2. In accordance with §2.2-3711.A.3 VA Code Ann., for the purpose of discussion of the acquisition of property, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, specifically related to the pump station parcel.

RESUMPTION OF REGULAR SESSION

On the motion of Mr. Goodwin seconded by Mr. Watson, which carried by a vote of 5-0, the Board voted to return to regular session at 11:30 a.m.

RESOLUTION - CERTIFICATION OF CLOSED SESSION

On the motion of Mr. Goodwin, seconded by Mr. Nichols, which carried by a vote of 5-0, 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.

NAME

Joe Chesser
D.D. Watson
Mark Dunning
Christian R. Goodwin
Steven M. Nichols
Goodman B. Duke

VOTE

(Absent)
Yes/Aye
Yes/Aye
Yes/Aye
Yes/Aye
Yes/Aye

ADJOURNMENT

On the motion of Mr. Goodwin, seconded by Mr. Nichols, which carried by a vote of 5-0, the Board voted to adjourn the meeting at 11:30 a.m.

BY ORDER OF:

GOODMAN B. DUKE, CHAIRMAN
BOARD OF DIRECTORS
JAMES RIVER WATER AUTHORITY



July 20, 2016

James River Water Authority
132 Main Street, PO Box 540
Palmyra, VA 22963

Attention: Christian Goodwin, County Administrator, Louisa County
Steve Nichols, County Administrator, Fluvanna County

**Reference: James River Water Authority, Construction Management RFP
Revised #2 Proposal for Construction Manager Services**

Dear Mr. Goodwin

As a follow-up to our conference call discussion on July 14, 2016, McDonough Bolyard Peck, Inc. (d/b/a MBP) is pleased to submit this revised proposal including a revised budget (Proposal) to provide construction management support services to the James River Water Authority (JRWA or Client) for the JRWA Water Supply System Project near the town of Columbia in Fluvanna County.

SCOPE OF SERVICES

As found in Exhibit A, the document outlines the proposal tasks for the construction management. MBP concurs with the draft list and added six more tasks for your consideration.

TASK #1: Preconstruction Phase Tasks

Please refer to Exhibit B for the requested break out of hours by task in this phase.

TASK #2: Construction Phase Tasks

Please refer to Exhibit B for the requested break out of hours by task in this phase.

TASK #3: Post-Construction Phase Tasks

Please refer to Exhibit B for the requested break out of hours by task in this phase.

ESTIMATED BUDGET

MBP proposes to perform these services described herein on a time and expense basis for the Not to Exceed (NTE) amount of \$374,423.00 derived as follows:

TASK #1: Preconstruction Phase Tasks: 5 months (July 2016 - Nov 2016)

Labor Expenses

Position	Hourly Rate	Hours/Week	Weeks	Total Hours	Estimated Amount
Construction Manager	\$115.00	11.0	22	242	\$27,830.00
Technical Expert	\$130.00			32	\$4,160.00
				Sub-Total	\$31,990.00

TASK #2: Construction Phase Tasks: 18 months (Dec 2016 - May 2018)**Labor Expenses**

Position	Hourly Rate	Hours/Week	Weeks	Total Hours	Estimated Amount
Senior Inspector (Start/Close)	\$92.00	20	33	660	\$60,720.00
Senior Inspector	\$92.00	32	45	1,440	\$132,480.00
Construction Manager	\$115.00	14	78	1,092	\$125,580.00
Technical Expert	\$130.00			48	\$6,240.00
Sub-Total					\$325,020.00

If our senior inspector is required to work more than 40 hours per week, we will invoice the additional hours at the overtime rate of \$107.50 per hour.

TASK #3: Post-Construction Phase Tasks: 2 months (June 2018 - July 2018)**Labor Expenses**

Position	Hourly Rate	Hours/Week	Weeks	Total Hours	Estimated Amount
Senior Inspector	\$92.00	6	9	54	\$4,968.00
Construction Manager	\$115.00	7	9	63	\$7,245.00
Technical Expert	\$130.00			40	\$5,200.00
Sub-Total					\$17,413.00

Total Tasks 1, 2, and 3 = \$374,423.00

Non-Labor Expenses – Other

Non-labor expenses for other services, including but not limited to courier, packing, binding, postage, telephone, graphics, or other similar services, which may be requested or approved by the Client are in addition to the labor fees set forth above and will be invoiced at cost.

MBP will provide transportation, a cellular telephone, laptop computer, and personal protective gear for our personnel as part of our labor expenses. It is our understanding that JRWA will provide an office or access to a trailer, printer, furniture, and internet access.

Site Observations: Although MBP shall document or otherwise report to JRWA any defects or deficiencies in the work being performed of which it becomes aware, as a result of the inherent limitations of any site observations, including but not limited to those being provided on a part-time basis, it is understood that MBP cannot warrant or guarantee that all non-compliant conditions will be detected or corrected. As it is not in the best interest of JRWA that the part-time presence or duties of JRWA or MBP personnel at a project site or otherwise should relieve the General Construction Contractor or any of its trade subcontractors of their obligations and responsibilities to JRWA.

ADDITIONAL SERVICES

If requested by the Client, MBP can provide additional services as the parties may hereafter mutually agree by a written modification to this agreement.

TERMS AND CONDITIONS

All services will be performed in accordance with the Standard Contract Terms and Conditions attached hereto and made a part hereof. This Proposal, together with these Standard Contract Terms and Conditions, constitute the entire agreement between MBP and the Client and supersedes all prior written and oral

understandings. This agreement and said attachments may only be amended, supplemented, modified, and canceled by a duly executed written instrument.

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


In the event that the services described herein cannot be completed within the proposed estimated budget for reasons beyond the control of MBP, we will notify the Client. In no event, however, will MBP exceed the NTE amounts for labor and non-labor expenses set forth above without authorization from the Client.

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

Otherwise, if the foregoing is acceptable, please so indicate by signature of an authorized representative in the space provided below, initial the Terms and Condition pages, and return one copy with original signatures to the undersigned.

We look forward to working with you on this important project. If you have any questions or need additional information, please contact Joe Modica at 757-382-0109, jmodica@mbpce.com, or me at 888-372-0063 or dyoung@mbpce.com.

Sincerely,



Don Young, PE, CCM, F.SAME
Senior Vice President/Regional Manager

Attachments: Exhibit A: Scope of Services List
Exhibit B: CM Phase Tasks
Exhibit C: Design – Build Team Project Schedule

cc: P16110.112; Procurement
J. Modica/MBP

AGREED AND ACCEPTED:

James River Water Authority

Signature

Printed Name

Title

Date



McDonough Bolyard Peck, Inc.

STANDARD CONTRACT TERMS AND CONDITIONS

McDonough Bolyard Peck, Inc. (d/b/a MBP) has been requested to perform certain professional services (the "Services") for the Client (the "Client"). The parties agree that these Services shall be performed pursuant to the following terms and conditions (the "Standard Contract Terms and Conditions"); and that the Client's acceptance of MBP's proposal or agreement (the "Agreement") to which these Standard Contract Terms and Conditions are attached or have been referenced in any MBP proposal or agreement or its direction for MBP to commence any Services, constitute the Client's acceptance of these Standard Contract Terms and Conditions. All parties acknowledge that the Services may have been supplied prior to the effective date of the Agreement and the parties' execution thereof. The parties agree that this Agreement applies to the Services provided by MBP, whether provided before, on, or after the effective date of this Agreement or the parties' execution thereof.

1. INVOICING

The Client will pay MBP for Services and expenses in accordance with this Agreement. MBP will submit invoices to the Client for progress payments, not more than once each month. An invoice (including any accrued interest), representing the value of the completed Services and supported by appropriate documentation, is due and payable in full by the Client within seven calendar days of the Client's receipt of MBP's invoice.

It is understood that the Client's obligation to pay for Services contracted is not dependent on the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, successful completion of the project, or any other contingencies. The Client agrees that MBP may impose a service charge of 1% per month (12 percent per annum) and suspend or terminate the Services if invoices are not paid as required by this Agreement. The Client shall be liable to MBP for reasonable attorney's fees and other costs incurred in collecting past due amounts. The Client agrees to waive any claim against MBP, and to indemnify and hold MBP harmless from and against any claims arising from MBP's suspension or termination of Services due to the Client's failure to provide timely payment.

Any charges disputed by the Client shall be called to MBP's attention in writing within five calendar days of the Client's receipt of MBP's invoice, and MBP and the Client shall work together in good faith to resolve any differences. Any charges not in dispute shall be paid in full within the time required by this Agreement, and amounts in dispute shall be resolved separately.

2. STANDARD OF CARE

The standard of care applicable to MBP's performance will be the degree of skill and care used by members of MBP's profession performing the same or similar services under similar circumstances at the same time and in the same locality. No other representation, expressed or implied, and no

_____/_____
Client Initials/Date

DCY / 7/20/2016
MBP Initials/Date



warranty or guarantee is included or intended in this Agreement, or in any oral or written work product provided by MBP, including but not limited to any report, opinion, or document.

Any Services that MBP provides to the Client relating to the development or review of design documents, including but not limited to scopes of work, plans and specifications, requests for proposals, or any other terms and conditions contained therein (the "Owner Design Documents"), should not be considered design services. It is understood that any such Owner Design Documents that are intended to be used to solicit proposals for construction or otherwise should be reviewed and approved by a designer of record (the "Designer") who shall be and remain solely responsible for such Owner Design Documents notwithstanding any comments, recommendations, opinions or any other services provided by MBP under this Agreement. The Client, Owner and Designer, therefore, should consider any MBP comments, recommendations or opinions and complete or revise the Owner Design Documents as the Client, Owner, and Designer in their discretion deem appropriate.

To the extent that MBP may be required to review General Construction Contractor or its trade subcontractors' (hereinafter collectively referred to as the "Contractor") submittals (e.g., shop drawings, product data, or samples), such a review will be for the limited purpose of checking for general conformance with the design concept expressed in the "Owner Contract Documents" or the "Owner Design Documents." MBP's review of such submittals is not, for example, for the purpose of determining the accuracy or completeness of other details or information such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor. MBP's review of submittals shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. As it is not in the best interests of the Owner that MBP's review of any submittal shall relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility from strict compliance with all of the requirements of the Owner Contract Documents or Owner Design Documents, any such reviews shall not be deemed to approve or authorize changes, deviations, or substitutions from the requirements of such documents unless variations are specifically noted, highlighted and described in the submittal and expressly approved by the Owner or its authorized representative (e.g. the designer of record).

To the extent that MBP shall be required to review and make recommendations to the Client or Owner with respect to the pay applications of the General Construction Contractor or its trade subcontractors (hereinafter collectively referred to as the "Contractor"), such a review shall only be a representation that to the best of MBP's knowledge, information and belief, the work has, in general, progressed to the point indicated in the pay application and that the quality of the work is generally in accordance with the "Owner Contract Documents." As it is not in the best interest of the Owner that MBP's review and recommendations should relieve the Contractor from strict compliance with the Owner Contract Documents, it is understood that any such reviews and recommendations relating to pay applications should not be considered a representation that MBP has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed or approved construction means, methods, techniques, sequences or

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Client Initials/Date

DSY / 7/20/2016
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procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client or Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the contract amount.

To the extent that MBP may be required to provide cost estimates, it is understood that any such cost estimates have been developed in accordance with generally accepted cost estimating standards and practices. Inasmuch as MBP has no control over, among other things, the cost of materials, labor, or equipment, a contractor's method of determining cost or fluctuations in the market, MBP cannot guarantee that any actual bids or costs of construction will not vary from cost estimates provided by MBP to the Client.

3. CONFIDENTIALITY

MBP shall treat information submitted and marked by the Client as confidential and employ practices used for MBP's protected information, provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure; information in whatever form which is furnished or obtained from a third party who is under no obligation to keep the information confidential; or information that is required to be disclosed by law or on order of a court, administrative agency, or other authority with proper jurisdiction.

4. INSURANCE

MBP shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Commercial General Liability covering claims for injuries to members of the public or damage to property of others; (2) Professional Liability; (3) Workers' Compensation; and (4) Automobile Liability. Upon request, MBP will submit certificates verifying such insurance coverage. If a Client is obligated to obtain a Payment Bond for a project, the Client shall provide MBP with a copy of the Payment Bond, including a power of attorney for the bond, prior to the commencement of Services.

Notwithstanding any other provision of this Agreement to the contrary, and to the fullest extent permitted by law, the total liability, in the aggregate, of MBP to the Client and anyone claiming by, through, or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the project or this Agreement, from any cause or causes, including but not limited to the negligence; errors or omissions; strict liability; express or implied breach of contract or warranty (hereinafter "Client Claims") of MBP, shall not exceed the greater of: (1) the total fees paid by the Client to MBP for Services under this Agreement or (2) the total sum paid on behalf of or to MBP by MBP's insurers in settlement or satisfaction of Client claims under the terms and conditions of MBP's insurance policies applicable hereto.

In no event shall: (a) MBP be liable in contract, tort, strict liability, warranty or otherwise, for any special, indirect, incidental or consequential damages, including but not limited to, delay, disruption, loss of production, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power; and (b) any of MBP's officers, directors,

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Client Initials/Date

DSY / 7/20/2016
MBP Initials/Date



shareholders, members, partners or employees be subject to levy, execution or other enforcement procedure or otherwise be personally liable for the satisfaction of any of the Client's remedies under or with respect to this Agreement.

5. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against MBP. MBP's Services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against MBP because of this Agreement or MBP's performance or non-performance of Services hereunder.

6. CODES, LAWS AND REGULATIONS

MBP will comply with codes, laws, regulations, standards, and ordinances in force applicable to the Services rendered during the term of this Agreement in accordance with the standard of care as defined herein.

7. PERMITS, LICENSES AND FEES

MBP will obtain and pay for permits and licenses as required by applicable law for MBP's performance under this Agreement.

8. ACCESS TO RECORDS

MBP will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the Client with reasonable advance written notice to MBP at MBP's regular place of business for a period of three years after MBP's final invoice to the extent required to support the costs incurred hereunder.

9. SUSPENSION OF WORK

MBP will, upon its receipt of three calendar days written notice from the Client, suspend, delay, or interrupt all or a part of the Services. If any such suspension causes any increase or decrease in the cost of, or the time required for performance of this Agreement, MBP shall be entitled to an equitable adjustment in the Agreement price and time as appropriate, and this Agreement shall be modified in writing accordingly.

If the Client does not require MBP to resume its Services within 60 calendar days of any such suspension, that portion of the Services that has been suspended may be terminated by either party for convenience. In the event that this Agreement is terminated for convenience under this provision, MBP shall be compensated for Services performed and all necessary reasonable expenses incurred in connection with the performance of Services in accordance with the termination for convenience provisions below.

10. PROJECT SAFETY

Except as to MBP's own employees, MBP shall not be responsible for implementation of or compliance with any safety programs for the project or for initiating, maintaining, monitoring, or supervising the implementation of such programs or the procedures and precautions associated

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Client Initials/Date

DCY / 7/20/2016
MBP Initials/Date



therewith, or for the coordination of any of the above with other parties performing work at the project site. MBP shall not be responsible for the adequacy or completeness of any project safety programs, procedures, or precautions.

11. SITE OBSERVATIONS

Although MBP shall document or otherwise report to the Client any defects or deficiencies in the work being performed of which it becomes aware, as a result of the inherent limitations of any site observations, it is understood that MBP cannot warrant or guarantee that all non-compliant conditions will be detected or corrected. As it is not in the best interest of the Owner that the presence or duties of Client, Owner or MBP personnel at a project site or otherwise should relieve the General Construction Contractor or any of its trade subcontractors (hereinafter collectively referred to as the "Contractor") of their obligations and responsibilities to the Owner, it is understood that notwithstanding any Services provided by MBP under this Agreement: (a) MBP shall not supervise, direct or have control over any Contractor work; and (b) the Contractor remains responsible for (1) construction means, methods, techniques, and sequences, including but not limited to any required health and safety procedures (except that MBP shall be responsible for the safety of its own employees); and (2) strict compliance with any Owner Contract Documents, including but limited to any project plans and specifications.

12. ENVIRONMENTAL HAZARDS

The Client acknowledges that MBP shall have no responsibility for the detection, investigation, evaluation, abatement, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form that may be present in buildings, structures or otherwise at any project site. MBP and the Client have entered into this Agreement on the basis that any such hazardous materials or toxic substances are not present at any project site.

13. CERTIFICATIONS

The Client will not require that MBP execute any certification with regard to work performed, tested or observed under this Agreement, unless MBP (1) believes that it has performed sufficient work to provide an adequate basis to issue the certification; (2) believes that the work performed, tested or observed meets the criteria of the certification; and (3) has reviewed and approved in writing the exact form of such certification prior to the execution of this Agreement. Any certification by MBP is limited to an expression of professional opinion based upon the Services performed by MBP and does not constitute a warranty or guarantee, express or implied.

14. INDEMNIFICATION

The Client (as "Indemnitor"), agrees to indemnify and hold harmless MBP, its officers, directors, and employees ("Indemnitees") from and against those actual direct damages and costs incurred by Indemnitees that the Indemnitees have been determined to be legally obligated to pay to third parties as a result of the death or bodily injury to any person or the destruction or damage to any property (including reasonable attorney fees recoverable under applicable law) to the extent proximately caused by the negligent acts, errors or omissions of the Indemnitor or anyone for whom the Indemnitor is legally liable. To the extent that any damages or costs are found to be caused by

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the joint or concurrent negligence of the Indemnitor, the Indemnitees or any third party, such damages and/or costs shall be borne by each party in proportion to such party's negligence.

15. PROMPT NOTICE

Client will give prompt written notice to MBP whenever Client observes or becomes aware of any development that affects the scope or timing of MBP's Services.

16. FURNISHED DATA

In order for MBP to perform the Services requested, the Client shall, at no expense to MBP, (1) provide all necessary data and information regarding the Client's requirements, including but not limited to, previous reports, maps, surveys, and all other information necessary for MBP's orderly performance of its Services; (2) designate a person to act as the Client's representative for the Services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for MBP's Services; and (3) provide access to and make all provisions for MBP to enter, without cost, limitation, or burden to MBP, the project site as required to perform the work, including the use of scaffolds or similar mechanical equipment. MBP is entitled to rely upon the information provided by the Client.

17. ASSIGNMENTS/SUBCONTRACTING

This Agreement and the rights and duties hereunder will not be assigned, subcontracted, or transferred by either party, in whole or in part, without the other party's prior written approval.

18. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this Agreement, will operate as or be construed as a waiver of any future default, whether like or different in character.

19. REMEDIES

The rights and remedies provided in this Agreement to MBP shall be cumulative with and in addition to the rights and remedies otherwise available to MBP at law, in equity, or elsewhere provided herein.

20. FORCE MAJEURE

Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

21. DISPUTES, JURISDICTION AND VENUE

The parties hereto agree and stipulate that this Agreement shall be deemed to have been entered into in the Commonwealth of Virginia. This Agreement shall be construed and administered in accordance with the laws of the Commonwealth of Virginia (notwithstanding any Virginia choice of

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law or conflict of law principles). Any claim or cause of action arising out of or connected with this Agreement shall be brought exclusively in a court of competent jurisdiction in Fairfax County, Virginia and the parties hereto agree to submit to the personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue. If either party is not a resident of the Commonwealth of Virginia at the time of such action, then such Party irrevocably appoints the Secretary of the Commonwealth of Virginia as the agent for the purpose of accepting service of process in Virginia. All parties hereby waive trial by jury in any action, proceeding, claim or counterclaims brought by any party in connection with any matter arising out of or in any way connected with this Agreement. Any disputes shall be subject to a good faith attempt by both parties to resolve such matters through negotiations between chosen executives of each of the parties. Such efforts are agreed to be a condition precedent to the right of either party to initiate litigation as a means of resolving any dispute under this Agreement.

22. AGREEMENT NOT TO SOLICIT OR HIRE PERSONNEL

MBP and the Client covenant and agree that during the term of this Agreement and for a period of one (1) year after the Contract's completion or termination date, neither party shall for whatever reason solicit for employment or induce to leave, employ, or hire any employees or single individual subconsultants (sometimes referred to as IRS 1099 workers) of the other party who have provided services for the Project to which this Agreement applies.

23. TERMINATION

23.1. This Agreement may be terminated by the Client for convenience (without cause) after seven calendar days written notice to MBP. In the event of such termination, MBP shall be compensated for Services performed and necessary reasonable expenses incurred in the performance of Services as a result of the termination. MBP, however, shall not be entitled to any profit or fee on unperformed Services (i.e. anticipatory profits).

23.2. This Agreement may be terminated for default by either party hereto upon seven calendar days written notice should the other party fail to substantially comply with all material provisions of the Agreement through no fault of the terminating party. In the event of such a termination, MBP shall be paid its compensation for Services performed to the effective date of termination and all reasonable termination expenses.

24. CHANGES

If the Client makes changes in the Services within the general scope of this Agreement, and any such change causes any increase or decrease in the cost of, or the time required for performance of this Agreement, MBP will be entitled to an equitable adjustment in the agreement price and time as appropriate, and this Agreement shall be modified in writing accordingly.

Notwithstanding any other provision of this Agreement to the contrary, MBP shall have no obligation to perform any Services for which MBP considers it is entitled to an equitable adjustment to the Agreement price or time, until both parties have mutually agreed in writing to such equitable adjustment(s) as evidenced by a written modification to this Agreement.

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25. OWNERSHIP OF REPORTS, DRAWINGS, AND OTHER WORK PRODUCT

MBP retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, video and audio recordings, and other work product, including those in electronic form ("MBP Documents"), it has created. Any and all such MBP Documents are considered instruments of service. Although MBP retains such an ownership interest in these instruments of service, providing the Client performs its obligations under the Agreement including but not limited to making payments to MBP for services rendered when due, MBP grants the Client a non-exclusive royalty free license to use such MBP Documents solely and exclusively for the purposes of the specific project for which they were created. Any other use or modification of MBP Documents without the prior written consent of MBP shall be at the Client's sole risk; and the Client shall indemnify and hold MBP harmless from any such unauthorized use or modification.

26. AFFIRMATIVE ACTION AND NONDISCRIMINATION OBLIGATIONS

26.1. The Parties agree (a) not to discriminate against any employee or applicant for employment on the basis of; and (b) take affirmative action and provide equal employment opportunity without regard to - race, color, religion, sex, age, national origin, marital status, protected veteran status, disability, or other characteristics protected by applicable law, including but not limited to Title VI and Title VII of the 1964 Civil rights Act.

26.2. Without intending to limit the foregoing, the Parties agree that the full set of obligations, commitments, and other language in the equal opportunity clause for Vietnam Era Veterans' Era Readjustment Assistance Act (VEVRAA)-protected veterans set forth in 41 C.F.R. § 60–300.5(a) and in the equal opportunity clause for workers with disabilities set forth in 41 C.F.R. § 60–741.5(a) are deemed to be fully incorporated by reference into this Agreement.

Additionally:

The Parties shall abide by the requirements of 41 C.F.R. § 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

and:

The Parties shall abide by the requirements of 41 C.F.R. § 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

27. ADVICE OF COUNSEL

The Parties hereto acknowledge that each Party has had the opportunity and has been encouraged to seek independent legal advice with respect to its rights and obligations under this Agreement and that this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

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28. HEADINGS

The headings of the several sections of this Agreement are included for convenience of reference only and are not meant to be a part of or affect the meaning or interpretation of this Agreement.

29. COUNTERPARTS

The Agreement and any modifications hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of the Agreement and any modification hereto. A signature by any party to the Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

30. SEVERABILITY

In the event that any provision of this Agreement is held or found to be contrary to applicable law, such provision shall continue in effect to the fullest extent permitted by law and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law. The parties agree that if certain terms and conditions are required by law, that the Agreement shall be deemed to have and hereby does incorporate such terms and conditions herein by reference. Whenever required by the context, the singular number shall include the plural number, the plural number shall include the singular number, the masculine gender shall include the neuter and feminine genders and vice versa.

31. ENTIRE AGREEMENT

This Agreement together with any attachments or exhibits identified herein constitutes the entire agreement between MBP and the Client and supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, and canceled by a written instrument duly executed by an authorized representative of each party hereto.

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Scope of Services for the Construction Management Team

The Construction Management (CM) Team is expected to provide services to ensure that the project will meet the expectations of the James River Water Authority (JRWA). To this end, the CM team is expected to:

1. Contract Administration – Review the contract documents and will ensure that the design build team complies with these documents.
2. Permit Review and Compliance – Become and remain familiar with the requirements of the permits for the project. Assist in obtaining any necessary permits and will ensure compliance therewith throughout construction. Keep the Project Team apprised of any issues that may result once they are identified.
3. Specification and Plan Review – Liaise with project engineers and construction vendors to oversee completion of 100% design drawings and specifications. Review these documents to ensure that they will result in a project that meets the overall needs of the JRWA in a cost effective manner. Function as necessary to consider and resolve any construction issues which arise.
4. Schedule of Values – Review the schedule of values to determine compliance with overall contract price and sufficient detail to allow for verification and approval of contractor payments.
5. Project Schedule – Review the project schedule to verify that it complies with the contract requirements and has enough detail to allow the Project Team to track the project accurately.
6. Submittals – Review and recommend approval or changes to submittals. Maintain submittal log.
7. Requests for Information – Review and recommend acceptance or changes to requests for information after the A/E has submitted an answer to them. Maintain RFI log.
8. Change Orders – Review, analyze, and make recommendations and maintain CO log.
9. Pay Application – Review and recommend approval or changes to payment applications.
10. Issue Resolution – Review and recommend solutions to issues that arise during construction.
11. Meeting Minutes – The Design Build Team is responsible to create minutes of meetings between the Contractor and the CM team. The CM team will review the meeting minutes and recommend changes as appropriate. The CM team will create minutes for any meetings that are the responsibility of the CM team.
12. Project Meetings – Attend project meetings including the routine monthly status and pay meetings along with any specially called meetings.
13. JRWA Meetings – Attend JRWA meetings throughout the project and present a brief update of the project, compliance with the schedule, construction issues, schedule issues, and any changes that may change the project schedule. Submit monthly report including an executive summary prior to the meeting.
14. Deficiencies – Review and recommend solutions to project deficiencies that arise during construction and maintain deficiencies log.

Scope of Services for the Construction Management Team

15. Full Time Inspection – Provide inspection services for the project as required. The inspector is expected to use time on site judiciously in order to minimize cost to the JRWA while providing effective service. Expected on-site activities include: quality assurance oversight, material sampling and testing, on-site constructability reviews, coordination/liaison with regulatory personnel
16. Substantial Completion – Review and recommend approval or rejection of substantial completion for the project.
17. Punch list – As the project nears completion, develop a punch list of items that need to be addressed to bring the project to full completion.
18. As-Built Drawings – Review and recommend changes and approval of the as-built drawings and associated documents.
19. Operations and Preventative Maintenance Manuals – Review and recommend changes and approval of the operations and preventative maintenance manuals.
20. Commissioning – Ensure that appropriate training meetings are established to review the operations of the system for attendance of the JRWA staff. Ensure that the equipment suppliers have performed proper installation and start up procedures so that the equipment will function correctly and in accordance with the overall requirements of the entire system.
21. Observe and report on Contractor's training of Owner's O&M staff.

Definitions:

JRWA – James River Water Authority

CM team – Construction Management Team

Design Build Team – Faulconer Construction, MEB Construction, and Timmons Engineering

Project Team – The contacts for the JRWA which will be selected at the start of the project



JRWA

Fee Schedule - CM Services

PRECONSTRUCTION PHASE: 5 months (July 2016 - Nov 2016)					
	Position Rate	CM \$115.00	Technical Expert \$130.00	Inspector \$92.00	TOTAL
Review Submittals and make recommendations to Owner		24	16		\$ 4,840.00
Review Plans/Specs and make recommendations to Owner		20	16		\$ 4,380.00
Attend JRWA Board Monthly meetings		15			\$ 1,725.00
Attend Weekly Project Meetings		5			\$ 575.00
Review Schedule of Values (SoV) and make recommendations to Owner		5			\$ 575.00
Review Project Schedule and make recommendations to Owner		8			\$ 920.00
Review permits and make recommendations to Owner		16			\$ 1,840.00
Review D-B team Project Website		3			\$ 345.00
Review D-B team Project Meeting Minutes		5			\$ 575.00
Create/Maintain Submittal Log		8			\$ 920.00
Create/Maintain RFI Log		3			\$ 345.00
Review OPR for Cx on the Water Pump Station		16			\$ 1,840.00
Comprehensive Agreement Reviews (JRWA responsibility)					\$ -
Prepare Monthly Project Report		30			\$ 3,450.00
Sustain effective communication with all designated County Representatives (JRWA)		84			\$ 9,660.00
Subtotal					\$ 31,990.00

CONSTRUCTION PHASE: 18 months (Dec 2016 - May 2018)					
	Position Rate	CM \$115.00	Technical Expert \$130.00	Inspector \$92.00	TOTAL
Part-time QA Inspections		234		2100	\$ 220,110.00
Prepare Basic Daily Observation Reports		30			\$ 3,450.00
Prepare Monthly Project Reports		72			\$ 8,280.00
Maintain/Follow-up Submittal Log		36			\$ 4,140.00
Maintain/Follow-up RFI Log		36			\$ 4,140.00
Create/Follow-up Deficiency Log		36			\$ 4,140.00
Provide Technical Expert			48		\$ 6,240.00
Review and make recommendations on Change Orders		48			\$ 5,520.00
Review D-B Team Project Meeting Minutes		72			\$ 8,280.00
Attend Weekly Project Meeting		108			\$ 12,420.00
Attend JRWA Monthly Board Meeting		24			\$ 2,760.00
Review D-B team Project Website (JRWA responsibility)					\$ -
Review and make recommendations to Owner on monthly Pay Applications		108			\$ 12,420.00
Assist Owner with Citizen Issue Resolution and Communication (JRWA responsibility)					\$ -
Review Project Schedule and make Recommendations to Owner		144			\$ 16,560.00
Assist Owner with Sustaining effective communication with JRWA Representatives		144			\$ 16,560.00
Subtotal					\$ 325,020.00

CLOSEOUT PHASE: 2 months (June 2018 - July 2018)					
	Position Rate	CM \$115.00	Technical Expert \$130.00	Inspector \$92.00	TOTAL
Confirmation of Substantial Completion Punchlist		8		24	\$ 3,128.00
Confirmation of Final Completion Punchlist		16		16	\$ 3,312.00
Confirm that O&M manuals are on-hand from D-B team		2		1	\$ 322.00
Confirm that O&M Staff Training from D-B team		2		1	\$ 322.00
Review As-Built Drawings from the D-B Team		4		6	\$ 1,012.00
Conduct Final Pay Application Review and make Recommendation to Owner		6		4	\$ 1,058.00
Collect Warranties from D-B team		6		2	\$ 874.00
Confirm that Cx/Start-up procedures are in compliance with OPR		4	40		\$ 5,660.00
Prepare Monthly Project Report		8			\$ 920.00
Attend Weekly Project Meeting and review D-B Team Meeting Minutes		4			\$ 460.00
Attend JRWA Monthly Board Meeting		3			\$ 345.00
Subtotal					\$ 17,413.00
OVERALL TOTAL					\$ 374,423.00

