

**James River Water Authority  
Board of Directors Meeting  
Fluvanna County Administration Building- Morris Room  
132 Main Street  
Palmyra, VA 22963  
September 13, 2023  
9:00 A.M.**

*Regular Meeting of the James River Water Authority Board of Directors*

- I. Call to Order**
- II. Adoption of Agenda**
- III. Approval of Minutes of Preceding Meeting**
  - a. August 9, 2023 – Regular Meeting
- IV. Financial Report**
  - a. Bill Approval
    - i. Aqualaw
    - ii. GAI Consultants
    - iii. Faulconer Construction Company
    - iv. MBP
- V. Public Information and Discussion**
  - a. Discussion – Project Status Update
- VI. Action Items**
  - a. Appointment of Treasurer
  - b. Faulconer Construction Company, Inc. Amended and Restated Comprehensive Agreement
- 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

**JAMES RIVER WATER AUTHORITY BOARD OF DIRECTORS  
FLUVANNA COUNTY ADMINISTRATION BUILDING  
PALMYRA, VIRGINIA  
August 9, 2023  
9:00 A.M.**

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**Present:** D. D. Watson (Chairman), Eric Anderson (Vice Chairman), Christian Goodwin, Eric Dahl

**Absent:** Eric Purcell, Joe Chesser (Treasurer)

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**CALL TO ORDER**

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

**ADOPTION OF AGENDA**

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

**APPROVAL OF MINUTES OF PRECEDING MEETING**

On the motion of Mr. Dahl, seconded by Mr. Anderson, which carried by a vote of 4-0, the Board approved the draft minutes from the preceding meeting.

**FINANCIAL REPORT**

Mr. Dahl briefed the Board on bills in the packet for consideration, noting a correction in the packet between pay application 12 and pay application 13 from Faulconer Construction company which addressed retainage from the initial project contract. On the motion of Mr. Goodwin, seconded by Mr. Anderson, the bills were approved by a vote of 4-0.

**PUBLIC INFORMATION AND DISCUSSION**

**Discussion – Project Status Update**

Mr. Justin Curtis of Aqualaw provided an update on the project status. The Department of Environmental Quality permit initial draft had some issues which needed to be addressed by the project team. The subsequent changes have been reviewed by the agency, and a new draft is ready. After a final review by the project team, the agency will issue a formal public notice, after which the permit will be finalized. Mr. Curtis stated that the Corps of Engineers permit was moving slowly but smoothly. The agency is reviewing the application and has met with the state's Department of Historic Resources. According to the Corps, no issues have come up. The agency also continues to coordinate with the Department of Fish and Wildlife as required.

Mr. Dahl reviewed the final project cost document which has also been shared with both County

Boards, noting that a Guaranteed Maximum Price of \$39.687M has been presented. This does not include roughly \$5.9M in construction management, phase three cultural resources work, or property acquisition, and costs in these categories may decrease as estimates are finalized. Cultural resources proposals are due August 15<sup>th</sup>. Accordingly, the total project budget is \$45.6M at this time, and roughly \$4M from the first debt issuance remains. Mr. Anderson asked if these costs were in addition to any funds already spent, and Mr. Dahl responded affirmatively.

A general discussion of growth in the two counties and the need for water ensued, followed by a discussion of funding options. Mr. Hefty agreed to reach out to the prior financial advisor and counsel for the JRWA's first debt issuance. Mr. Hines and Mr. Krystiniak from the project team discussed general cost escalations in the market, and Mr. Watson reiterated the need to secure pricing as soon as possible to prevent increases.

**ACTION ITEMS**

**James River Water Authority Financial Statements June 30, 2022**

Mr. Dahl briefed the Board on the financial statements and the associated "clean" opinion, noting that at the close of fiscal year 2022, the JRWA had assets of roughly \$6.6M and construction in progress of \$4M. With liability totaling approximately \$8.1M, the JRWA's net position is \$2.4M. Mr. Anderson asked about the timing of the audit, and Mr. Dahl noted the difficulty many audit firms face from a staffing perspective. On the motion of Mr. Goodwin, seconded by Mr. Anderson, the JRWA voted 4-0 to accept the audit as presented.

**CONSENT AGENDA**

(none)

**CLOSED SESSION**

(none)

**ADJOURNMENT**

On the motion of Mr. Anderson, seconded by Mr. Dahl, which carried by a vote of 4-0, the Board voted to adjourn the meeting at 9:33 a.m.

BY ORDER OF:

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

# AQUALAW

JUSTIN W. CURTIS  
JUSTIN@AQUALAW.COM

PH: 804.716.9021  
FX: 804.716.9022

August 10, 2023

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



**Re: James River Water Authority**

Dear Eric:

Enclosed is our invoice for services rendered during July

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

Very truly yours,

A handwritten signature in blue ink, appearing to be "J. Curtis".

Justin W. Curtis

Enclosure

cc: Brendan Hefty, Esq.



August 9, 2023

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

Attention: Eric Dahl  
RE: General

Our File #: 0293-001  
Inv #: 15564

<b>DATE</b>	<b>WORK PERFORMED</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Jul-11-23	Review and comment on draft meeting minutes from J. Modica; virtual meeting with team to review project status and draft DEQ permit; summarize comments on draft DEQ permit and send same to A. Major (DEQ)	1.40	581.00	JWC
Jul-12-23	Virtual meeting with Corps project manager to discuss application status; attend and present at monthly Board meeting; correspondence with project team to prepare for upcoming meeting with DEQ re draft permit	2.20	913.00	JWC
Jul-13-23	Respond to email from DEQ staff re upcoming meeting; respond to email from J. Glenn re pending archeological study RFP; compare draft DEQ permit against construction plans and send email to team re apparent discrepancy to be resolved	2.00	830.00	JWC
Jul-18-23	Virtual meeting with team to review project status and comments and revisions on draft DEQ permit; follow up on issues raised by the team and draft outline of technical issues and questions to resolve at next day's meeting with DEQ permit staff; circulate same to the team; respond to email from E. Dahl re DEQ meeting	4.50	1,867.50	JWC
Jul-19-23	Prepare for and participate in virtual meeting with DEQ staff to review draft permit; post-meeting debrief with the team to review action items; send summary of meeting to C. Goodwin and E. Dahl; various correspondences with J. Glenn, E. Tidlow, and J. Modica re response to questions on Phase III study RFP	2.70	1,120.50	JWC
Jul-20-23	Teleconference with DEQ staff re draft permit; teleconference with B. Hefty re response to questions on Phase III RFP; follow up correspondence with team re the same	0.90	373.50	JWC
Jul-21-23	Teleconference with G. Krystyniak re pending Rivanna crossing and stormwater pollution prevention plan issues	0.40	166.00	JWC
Jul-24-23	Circulate comments and suggestions for response to question from prospective cultural resource firm re stormwater pollution prevention plan; virtual meeting with team re same; follow up teleconference with J. Glenn re Section 106 review;	1.70	705.50	JWC

teleconference with DEQ staff re response to draft water  
 withdrawal permit

<b>Subtotal</b>	<b>15.80</b>	<b>\$6,557.00</b>
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<b>TOTAL AMOUNT THIS PERIOD</b>		<b>\$6,557.00</b>
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Previous Balance		\$6,723.00
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Previous Payments		\$2,241.00
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<b>BALANCE DUE NOW</b>		<b>\$11,039.00</b>
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**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.**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:  
James River Water Authority (JRWA)  
132 Main Street // PO Box 540  
Palmyra, VA 22963  
FROM CONTRACTOR:  
Faulconer Construction Company, Inc.  
2496 Old Ivy Rd  
Charlottesville, VA 22906

PROJECT:  
James River Water Project PPEA  
SOUTH  
  
VIA ARCHITECT:  
Timmons Group  
680 Preston Avenue - Suite 200  
Charlottesville, VA 22903

APPLICATION #: 5  
PERIOD TO: 08/31/23  
PROJECT NOS: 9461  
  
CONTRACT DATE: 11/03/22

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

CONTRACT FOR: James River Water Project PPEA - Amendment- CO #4

**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-----	\$	968,910.00
2. Net change by Change Orders-----	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	968,910.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	849,968.00
<b>5. RETAINAGE:</b>		
a. 0% of Completed Work (Columns D+E on Continuation Sheet)	\$	0.00
b. 0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	849,968.00
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)-----		
	\$	748,527.50
8. CURRENT PAYMENT DUE-----	\$	101,440.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	118,942.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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 therein is now due.

CONTRACTOR:

By: [Signature] Date: August 31, 2023

State of: VIRGINIA  
County of: ALBEMARLE

Subscribed and sworn to before me this 31<sup>st</sup> day of AUGUST 2023

Notary Public: Kirsten Morton  
My Commission expires: 03/31/2027



**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising 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 ----- \$ 101,440.50

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

ARCHITECT:

By: [Signature] Date: 8/31/2023

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 of Contractor under this Contract.

**CONTINUATION SHEET**

PROJECT:  
James River Water Project PPEA  
SOUTH

APPLICATION NUMBER: 5  
APPLICATION DATE: 8/31/23  
PERIOD TO: 31-Aug-23  
FCC PROJECT NO: 9461

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)				Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Administrative and due Diligence	\$ 171,700.00	\$ 171,700.00	\$ -		\$ 171,700.00	100%	\$ -	\$ -	
2	VDH Preliminary Engineering Report	\$ 47,225.00	\$ 47,225.00	\$ -		\$ 47,225.00	100%	\$ -	\$ -	
3	Geotechnical Investigations	\$ 69,500.00	\$ 69,500.00	\$ -		\$ 69,500.00	100%	\$ -	\$ -	
4	Topographic Survey; Aerial 1ft contours	\$ 41,325.00	\$ 41,325.00	\$ -		\$ 41,325.00	100%	\$ -	\$ -	
5	Survey Property Lines along RWM route	\$ 41,325.00	\$ 41,325.00	\$ -		\$ 41,325.00	100%	\$ -	\$ -	
6	CSX Rail Permit	\$ 17,710.00	\$ 14,700.00	\$ -		\$ 14,700.00	83%	\$ 3,010	\$ -	
7	Preliminary Eng. for Intake, PS & Pipeline	\$ 338,600.00	\$ 338,600.00	\$ -		\$ 338,600.00	100%	\$ -	\$ -	
8	Property Acquisition Services w/plats	\$ 241,525.00	\$ 24,152.50	\$ 101,440.50		\$ 125,593.00	52%	\$ 115,932	\$ -	
9						\$ -		\$ -	\$ -	
10						\$ -		\$ -	\$ -	
11						\$ -		\$ -	\$ -	
12						\$ -		\$ -	\$ -	
13						\$ -		\$ -	\$ -	
14						\$ -		\$ -	\$ -	
15						\$ -		\$ -	\$ -	
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22						\$ -		\$ -	\$ -	
23						\$ -		\$ -	\$ -	
24						\$ -		\$ -	\$ -	
25						\$ -		\$ -	\$ -	
SUBTOTALS PAGE 2		\$ 968,910.00	\$ 748,528	\$ 101,440.50	\$ -	\$ 849,968	88%	\$ 118,942	\$ -	



**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT:  
James River Water Project PPEA  
SOUTH

APPLICATION NUMBER: 5  
APPLICATION DATE: 08/31/23  
PERIOD TO: 31-Aug-23  
FCC PROJECT NO: 9461

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
26	*** CHANGE ORDERS ***								
27						\$ -		\$ -	\$ -
28						\$ -		\$ -	\$ -
29						\$ -		\$ -	\$ -
30						\$ -		\$ -	\$ -
31						\$ -		\$ -	\$ -
32						\$ -		\$ -	\$ -
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46						\$ -		\$ -	\$ -
47						\$ -		\$ -	\$ -
48						\$ -		\$ -	\$ -
49						\$ -		\$ -	\$ -
	SUBTOTALS PAGE 3	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	APPLICATION TOTALS	\$ 968,910.00	\$ 748,527.50	\$ 101,440.50	\$ -	\$ 849,968.00	88%	\$ 118,942.00	\$ -



**James River Water Authority**  
**Summary of Work Inv #5 – CO #4 Amendment**  
08/31/23



**Falconer Construction**

Property Acquisition Services

1. Participated in meetings and on calls to manage the ROW acquisition process.
2. Reviewed draft plats for constructability and accuracy to ROW plan set.

Proposal Development and Revised Comprehensive Agreement Negotiations

1. Held meetings & calls to finalize SOV
2. Continued with ongoing negotiation and finalization of SOV

**KDR**

Property Acquisition Services

1. Participated in meetings and on calls with FCC and the JRWA
2. Completed the majority of title research
3. Reviewed and edited 16 plats
4. Developed offer amounts and offer packages for review and signature by JRWA
5. As necessary performed edits to packages
6. Delivered 10 offers
7. Initiated ongoing communications and negotiations with property owners
8. Continued submittals of bi-weekly tracking reports

**Timmons Group**

Property Acquisition Services

1. Developed & finalized majority (16) of plats

Proposal Development and Revised Comprehensive Agreement Negotiations

2. Participated in meetings to finalize SOV
3. Developed clarifications on SOV line items
4. Assisted with finalization of SOV to include the identification of allowance, contingency and deductive items.





# 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

August 28, 2023  
Project No: C190908.00  
Invoice No: 2192457

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

**Professional Services Through August 12, 2023**

Task 001 Consultation and Document Review

**Professional Personnel**

	Hours	Rate	Amount	
E06 ; Cultural Resources Managers				
Glenn, Jonathan	9.00	128.00	1,152.00	
Totals	9.00		1,152.00	
<b>Total Labor</b>				<b>1,152.00</b>
				<b>Total this Task</b>
				<b>\$1,152.00</b>

Task 006 EXP Consultation Services

**Consultants**

Consultants Expense			1,080.00	
<b>Total Consultants</b>		<b>1.0 times</b>	<b>1,080.00</b>	<b>1,080.00</b>
				<b>Total this Task</b>
				<b>\$1,080.00</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	2,232.00	469,377.22	471,609.22	
Limit			535,987.59	
Remaining			64,378.37	
				<b>Total this Invoice</b>
				<b>\$2,232.00</b>



**EXP Energy Services Inc.**  
 2510 Miccosukee Road, Suite 200  
 Tallahassee, Florida 32308  
 Telephone: (850) 385-5441  
 Facsimile: (850) 385-5523

GAI Consultants  
 385 East Waterfront Drive  
 Homestead, PA 15120-5005  
 Jonathan Glenn

Date: August 10, 2023  
 Invoice No: **07202321**  
 Project Number: HOU-23007494-00

Work Order Nun Number: JRWA-03-01  
 Client Project Number: C190908.00

[ap@gaiconsultants.com](mailto:ap@gaiconsultants.com)  
[j.glenn@gaiconsultants.com](mailto:j.glenn@gaiconsultants.com)

**Summary**

**James River Water Supply Project**  
 For Professional Services Rendered From  
 July 01, 2023 - July 28, 2023

		Hours	Extended	
<b>Phase 01</b>	<b>106 Coordination</b>			
	Task 001      106 Coordination	6.00	\$	1,080.00
	<b>SUBTOTAL - 106 COORDINATION</b>	<b>6.00</b>	<b>\$</b>	<b>1,080.00</b>
<b>Subtotal</b>		<b>6.00</b>	<b>\$</b>	<b>1,080.00</b>
<b>Amount Due - US Dollars</b>			<b>\$</b>	<b>1,080.00</b>

If you have any questions regarding this invoice please contact: Ann Fulghum or Jessica Johnson  
**Please reference invoice number with remittance**



James River Water Supply Project

**Phase 01** **106 Coordination**

**Task 001 106 Coordination**

**EXP**

Classification	Employee Name	Hours	Rate	Extended
Senior Environmental Project Manager	Tidlow, E.	6.00	\$ 180.00	\$ 1,080.00
<b>SUBTOTAL HOURS</b>		<b>6.00</b>		<b>\$ 1,080.00</b>
<b>SUBTOTAL - EXP</b>		<b>6.00</b>		<b>\$ 1,080.00</b>
<b>TOTAL - TASK 001</b>		<b>6.00</b>		<b>\$ 1,080.00</b>
<b>TOTAL - PHASE 01</b>		<b>6.00</b>		<b>\$ 1,080.00</b>

JRWA  
Employee Timesheet Breakdown  
July 2023

Project Name	Date	Phase	Task	Employee Name	Hours	Rate	Extension
HOU-23007494-00 - JRWA	7/1/2023	01	001	Tidlow, Evelyn	1.00	\$ 180.00	\$ 180.00
HOU-23007494-00 - JRWA	7/3/2023	01	001	Tidlow, Evelyn	0.50	\$ 180.00	\$ 90.00
HOU-23007494-00 - JRWA	7/17/2023	01	001	Tidlow, Evelyn	1.00	\$ 180.00	\$ 180.00
HOU-23007494-00 - JRWA	7/18/2023	01	001	Tidlow, Evelyn	2.00	\$ 180.00	\$ 360.00
HOU-23007494-00 - JRWA	7/20/2023	01	001	Tidlow, Evelyn	1.00	\$ 180.00	\$ 180.00
HOU-23007494-00 - JRWA	7/27/2023	01	001	Tidlow, Evelyn	0.50	\$ 180.00	\$ 90.00
			<b>001 Total</b>		6.00		\$ 1,080.00
		<b>01 Total</b>			6.00		\$ 1,080.00
				<b>Tidlow, Evelyn Total</b>	6.00		\$ 1,080.00

Approved By: *Ann Fulghum*

Date: *07/28/2023*



August 09, 2023  
 Invoice No: 527810

**Remit To:**  
**MBP**  
**Williams Plaza 1**  
**3040 Williams Drive, Suite 300**  
**Fairfax, VA 22031-2215**

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

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

<b>Invoice Total</b>	<b>\$2,039.41</b>
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Project Manager: Joseph Modica  
 Project: J22177.001 JRWA Pump Station and Raw Water Main

**Professional Services through July 31, 2023**

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

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Manager/Analyst				
Modica, Joseph	11.50	169.95	1,954.43	
White, Taylor	.50	169.95	84.98	
Totals	12.00		2,039.41	
<b>Total Labor</b>				<b>2,039.41</b>
		<b>Total this Phase</b>		<b>\$2,039.41</b>

<b>Contract</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	2,039.41	15,380.51	17,419.92
Contract Value			39,938.28
Remaining			22,518.36
		<b>Total this Invoice</b>	<b>\$2,039.41</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
527455	7/12/2023	1,784.48
<b>Total</b>		<b>1,784.48</b>

# Billing Backup

Wednesday, August 9, 2023

McDonough Bolyard Peck, Inc.

Invoice 527810 Dated 8/9/2023

3:18:08 PM

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	7/5/2023	1.50	169.95	254.93
Coordination and updating spreadsheet and meeting minutes from recent activities.				
29PRJM00 - Modica, Joseph	7/6/2023	1.00	169.95	169.95
Coordination with permitting and property aquisitions				
29PRJM00 - Modica, Joseph	7/10/2023	2.00	169.95	339.88
Cost meeting with Faulconer				
29PRJM00 - Modica, Joseph	7/11/2023	1.50	169.95	254.93
Bimonthly meeting and discussion with Faulconer				
29PRJM00 - Modica, Joseph	7/18/2023	2.00	169.95	339.90
Progress call and coordination				
29PRJM00 - Modica, Joseph	7/19/2023	1.00	169.95	169.95
Cost Meeting and meeting with DEQ				
29PRJM00 - Modica, Joseph	7/20/2023	1.00	169.95	169.95
Phase III RFP issues				
29PRJM00 - Modica, Joseph	7/21/2023	.50	169.95	84.98
Phase III RFP issues				
29PRJM00 - Modica, Joseph	7/24/2023	.50	169.95	84.98
SWPPP Call				
29PRJM00 - Modica, Joseph	7/28/2023	.50	169.95	84.98
Coordination				
29PRJM00 - White, Taylor	7/18/2023	.50	169.95	84.98
JRWA Meeting				
Totals		12.00		2,039.41
<b>Total Labor</b>				<b>2,039.41</b>
<b>Total this Phase</b>				<b>\$2,039.41</b>
<b>Total this Project</b>				<b>\$2,039.41</b>
<b>Total this Report</b>				<b>\$2,039.41</b>





September 11, 2023  
 Invoice No: 528039

**Remit To:**  
**MBP**  
**Williams Plaza 1**  
**3040 Williams Drive, Suite 300**  
**Fairfax, VA 22031-2215**

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

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

<b>Invoice Total</b>	<b>\$1,869.46</b>
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Project Manager: Joseph Modica  
 Project: J22177.001 JRWA Pump Station and Raw Water Main

**Professional Services through August 31, 2023**

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

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager/Analyst				
Modica, Joseph	9.50	169.95	1,614.53	
White, Taylor	1.50	169.95	254.93	
Totals	11.00		1,869.46	
<b>Total Labor</b>				<b>1,869.46</b>
				<b>Total this Phase</b>
				<b>\$1,869.46</b>

<b>Contract</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	1,869.46	17,419.92	19,289.38
Contract Value			39,938.28
Remaining			20,648.90
			<b>Total this Invoice</b>
			<b>\$1,869.46</b>

**Outstanding Invoices**

Number	Date	Balance
527455	7/12/2023	300.00
527810	8/9/2023	2,039.41
<b>Total</b>		<b>2,339.41</b>

# Billing Backup

Monday, September 11, 2023

McDonough Bolyard Peck, Inc.

Invoice 528039 Dated 9/11/2023

10:07:34 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	8/1/2023		2.00	169.95	339.90
Prep for and held bimonthly project call. Coordination with Dominion and KDR					
29PRJM00 - Modica, Joseph	8/8/2023		.50	169.95	84.98
Coordination					
29PRJM00 - Modica, Joseph	8/9/2023		1.00	169.95	169.95
JRWA meeting, prep, and misc coordination					
29PRJM00 - Modica, Joseph	8/10/2023		1.00	169.95	169.95
Coordination with dominion					
29PRJM00 - Modica, Joseph	8/15/2023		2.00	169.95	339.90
Prep for meeting, progress meeting, and coordination					
29PRJM00 - Modica, Joseph	8/29/2023		2.00	169.95	339.90
Prep for and running project meeting					
29PRJM00 - Modica, Joseph	8/31/2023		1.00	169.95	169.95
Reviewing contract documents					
29PRJM00 - White, Taylor	8/1/2023		.50	169.95	84.98
JRWA Call					
29PRJM00 - White, Taylor	8/15/2023		1.00	169.95	169.95
JRWA Call					
Totals			11.00		1,869.46
<b>Total Labor</b>					<b>1,869.46</b>
<b>Total this Phase</b>					<b>\$1,869.46</b>
<b>Total this Project</b>					<b>\$1,869.46</b>
<b>Total this Report</b>					<b>\$1,869.46</b>

**AMENDED AND RESTATED COMPREHENSIVE AGREEMENT**

between

**JAMES RIVER WATER AUTHORITY**

and

**FAULCONER CONSTRUCTION COMPANY, INC.**

for

**DESIGN AND CONSTRUCTION OF RAW WATER INTAKE AND PUMP  
STATION AND RAW WATER PIPELINE**

September \_\_\_\_\_ 2023

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## **COMPREHENSIVE AGREEMENT**

This amended and restated Comprehensive Agreement (“Agreement”) is made and entered into as of March \_\_, 2023, by and between the James River Water Authority, a political subdivision of the Commonwealth of Virginia (“JRWA” or “Owner”), and Faulconer Construction Company, Inc., a Virginia corporation (“Faulconer” or “Design-Builder”). The Owner and the Design-Builder are referred to individually as a “Party” and collectively as the “Parties.”

### **Recitals**

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

2. The Project was to be constructed at the confluence of the James and Rivanna Rivers, however due to permitting reasons the Owner has determined to relocate construction of the Project and apply for permits at a new site approximately two miles upstream; and

3. On November 1, 2022, Owner and Design-Builder amended the Comprehensive Agreement to provide for the commencement of certain limited design services at the new Project site,

4. Owner and Design-Builder have renegotiated the terms and cost for the Design- Builder's full performance of the turn-key design, construction and other related services of the Project at the new site and desire to amend and restate the comprehensive agreement in accordance with the terms and conditions as set forth below.

## Agreement

**NOW THEREFORE**, for and in consideration of the mutual promises, conditions and covenants herein set forth, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Contract Documents.** The Contract Documents are comprised of the following:
  - a. This Agreement executed by the Owner and the Design-Builder including all exhibits and attachments and the General Conditions of Contract.
3. **Definitions.** The following definitions apply to this Agreement. Capitalized terms not defined in this Article 3 or elsewhere in this Agreement shall have the meanings as defined in the General Conditions of Contract.
  - a. “Contract” means this Agreement and the exhibits attached hereto, including the General Conditions of Contract.
  - b. “Contract Documents” means those documents listed in Article 2 of this Agreement.
  - c. “Contract Price” means the amount that the Owner will be obligated to pay the Design-Builder as stated at Article 7 of this Agreement, but subject to the limit of the Guaranteed Maximum Price, and is subject to upward or downward adjustment pursuant only to the Contract.
  - d. “Contract Time” or “Contract Times” has the meaning ascribed by Article 9 hereof, as may be adjusted pursuant to the Contract Documents.
  - e. “Date of Commencement” means the date described in Article 9.a. herein.
  - f. “Design-Professional” means the qualified, licensed design professional who is not an employee of the Design-Builder, but is retained by the Design-Builder, or employed or retained by anyone under contract with the Design-Builder, to furnish design services required under the Contract Documents. The engineers so designated are the Timmons Group. In the event PPEA Contractor desires to change Design Professionals, approval must be obtained from Owner in writing, which approval may not be unreasonably withheld.
  - g. “Final Completion of the Work”, “Final Completion” or “final completion” means the date on which all Work is complete and accepted by the Owner in accordance with the Contract Documents, including but not limited to, any items identified in the punch list in accordance with Article 44 of the General Conditions.

- h. “General Conditions of Contract” or “General Conditions” means the General Conditions of Contract which is attached hereto as **Exhibit A**.
  - i. “Project” means the design, permitting and performance of the work as contemplated by the Contract Documents. “Project” includes both the entirety of the Project or a part thereof and may occur both on and outside of the Site.
  - j. “Project Schedule” means that schedule attached hereto as part of **Exhibit D**, as it may be adjusted pursuant to the Contract Documents.
  - k. “Substantial Completion of the Work,” “Substantial Completion,” or “substantial completion,” means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that the Owner can use the Project for its intended purposes, and which will require, at minimum, approval by all governing authorities with jurisdiction over the Project or such portion thereof, issuance of a certificate of occupancy, and testing of all systems with operational results satisfactory to the Owner. The Owner at its sole discretion may, after obtaining the necessary approvals and certificates, take Beneficial Occupancy, as defined in the General Conditions, at this time or choose to wait to occupy until Final Completion is achieved.
  - l. “Work” means all the Design-Builder’s design, construction, permitting and related services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.
4. **General Scope.**
- a. Faulconer shall design and construct the Project, in accordance with the Contract Documents. Faulconer shall perform, provide or cause to be provided all design, permitting, construction, material, equipment, services and labor, necessary for the completion of the turn-key Project. Faulconer shall be responsible for obtaining all necessary state, and local permits, including, but not limited to stormwater management, erosion and sediment control, and building permits and approvals, conducting negotiations and entering access agreements with private landowners or other entities if necessary, and performing the Project in compliance with all applicable federal, state, and local laws and regulations and the Contract Documents. Faulconer shall provide property acquisition services as provided in the Contract Documents. Faulconer shall complete 100% plans and specifications along with the required submittals for all permits including any revision required by the permitting or regulatory agencies for the Project. Faulconer shall submit final construction plans and specifications to JRWA and provide five paper copies of plans and specifications to JRWA for use during construction.

b. Pursuant to the terms, plans, and specifications of the Contract Documents, Faulconer shall design and build the James River Raw Water Project, a comprehensive turn-key raw water utility infrastructure system that will provide: 1) a raw water intake capable of receiving at least 12.0 MGD located in the James River, in accordance with the approved DEQ withdraw permit; 2) a raw water pump station with two pumps each capable of delivering approximately 4.0 MGD with structure sized to accommodate an ultimate capacity of at least 12.0 MGD with three appropriately sized pumps and one spare for a total of four pumps; 3) a raw water distribution system transporting to the existing 24" Raw Water Main located adjacent to and running parallel with the Colonial Gas Pipelines in Fluvanna County, Virginia with the capacity to transport at least 12.0 MGD. The major components of the project more specifically include:

1. 12 MGD (min.) Raw Water Intake per JRWA Project 1; Plan Set A: (Based on 15% Design Plan Set A - Date: April 21, 2023)

- a. Install cofferdam within James River;
- b. Cast-in-place reinforced concrete foundation and slab with half barrel stainless steel wedge wire intake screens and ductile iron (DI) manifold rated for a total capacity of 12 MGD;
- c. Rock excavation;
- d. Air burst cleaning manifold;
- e. 30" ductile iron (DI) intake pipe to pump station wet well.
- f. Embankment protection;
- g. Clearing, erosion control, and restoration measures as required by Fluvanna County and the Department of Environmental Quality (DEQ) Soil Erosion and Sediment Control Regulations;

2. Raw Water Pump Station per JRWA Project 1; Plan Set B: (Based on 15% Design Plan Set B – Date: April 21, 2023)

- a. Site preparation and erosion control according to Fluvanna County and the DEQ Erosion and Sediment Control Regulations;
- b. Earth and rock excavation, shoring, and backfill necessary for construction of cast-in-place concrete wet well;
- c. Cast-in-place reinforced concrete wet well;
- d. Foundation to support pump room and elevated general alcove;
- e. Elevated split faced Concrete Masonry Units (CMU) pump room above the wet well, to include the pumps, discharge manifold, electrical gear;
- f. Elevated generator alcove with split faced CMU screen wall adjacent to the pump room;
- g. Pump room to include trussed roof framing with standing seam metal roofing;
- h. Pump room roof will include four (4) removable skylights to aide in removal and installation of pumps;
- i. Two (2) exhaust fans, two (2) intake louvers and two (2) unit heaters provided for the pump room;



- j. Two (2) air conditioning units in the electrical room;
- k. Air burst system;
- l. Two (2) 600 HP multi stage 4.0 MGD vertical turbine pumps connected to a minimum 12.0 MGD common discharge manifold;
- m. 4000A Pump Station electrical service to accommodate future full buildout Space for additional appropriately sized pumps, to be installed at a later date, capable of providing at least 12.0 MGD flow ;
- n. One Surge relief valve on the discharge manifold;
- o. Transit-time ultrasonic flow meter;
- p. Exposed exterior valves and piping will be insulated and heat traced to prevent freezing;
- q. Equipment will provide variable speed control of pumps, alternation of lead and lag pumps and duplex operation (with provisions for future triplex or quadplex pump operation);
- r. On-site diesel generator with 2000 KVA capacity for emergency backup power during power outages;
- s. Equipment for monitoring turbidity, flow, level and pressure;
- t. Alarms to monitor high water, low water, power outages, generator and pumps;
- u. Telemetry transmitted via radio or cellular phone to provide remote monitoring of the intake and pump station at the WTP and provide start/stop signals to pump control panel.

3. Site Work per JRWA Project 1; Plan Set C: (Based on 15% Design Plan Set C – Date: April 21, 2023)

- a. Improvements to existing farm access road from Bremono Road to the CSX rail right-of-way. Improvements will allow a two-wheel-drive service vehicle to access the site during normal weather conditions;
- b. Construction of new access road between the CSX rail right-of-way to the pump station site. Access road will allow a two-wheels-drive service vehicle to access the site during normal weather conditions;
- c. Culvert drainage improvements designed to convey a ten year storm event;
- d. Site preparation and erosion control according to Fluvanna County and the DEQ Soil Erosion and Sediment Control Regulations;

4. 24” Raw Water Main per JRWA Project 1; Plan Set D: (Based on 15% Design Plan Set D – Date: April 21, 2023)

- a. 24” Raw Water Main from the raw water pump station to Bremono Road, then northeastward to Rt. 6, crossing and then running east parallel to or adjacent to Rt. 6, terminating at and connecting to existing 24” Raw Water Main constructed by Louisa County. This Main shall include a 24” tee and valve located at Gale Hill Road’s connection to Bremono Road.

- b. Clearing, erosion control, traffic control, and restoration measures as required, by the Virginia Department of Transportation and the Soil Erosion and Sediment Control Regulations;
  - c. Rivanna River to be performed as open-cut; (Should something be added to confirm that
  - d. Creek crossings to be performed as open-cut diversions;
  - e. All submittals for the Work must be submitted for review by the Authority or its agent;
  - f. As necessary, appropriate bedding for the water main;
  - g. Trenches shall be backfilled to 95% standard proctor under roadways and within the pavement prism. All other areas will be backfilled to a minimum of 85% standard proctor.
  - h. Pipes installation under VDOT roads with the exception of Route 6, will be open cut. The Route 6 crossing will be by dry Jack and Bore methods with steel casing pipe.
  - i. Pipe installation under CSX right-of-way will be by dry Jack and Bore methods with steel casing pipe, based on CSX Agreement.
  - j. Pipe trenches outside of shoulders of State routes will be backfilled with previously excavated material if found to be and compacted to 85% proctor.
  - k. All work within the VDOT right of way shall be done in compliance with Design-Builder Construction Plans submitted to and approved by VDOT.
  - l. Necessary heavy duty pipe, valves, and fittings needed for the high pressures.
5. Faulconer shall perform any required blasting in compliance with appropriate regulations.
- c. Permits and Regulations - The Project shall be designed, constructed, and completed in accordance with all applicable laws, standards, regulations, and permits.
  - d. Faulconer shall prepare an estimate of life cycle costs for the facility, including annual fixed operating and maintenance costs and variable operating and maintenance costs at various flow rates. Estimates shall be based on final (100% complete) plans and specifications for the project.
  - e. Obtaining Approvals - Faulconer is responsible for completion of the Work and obtaining the approvals of all permitting authorities for the Project. Obtaining such approvals may require providing testing data, operations manuals, training manuals, maintenance manuals, as-built drawings, and certifications of completion, as required by each organization's requirements and permit. The Owner will pay for the direct costs to permit pipeline and access road crossings of the CSX Railroad. Faulconer will only pay for CSX railroad flaggers that are required for construction activities. Faulconer will be responsible for preparing,

including, but not limited to, any design work and obtaining all necessary permits, as more fully described in Section 25 of the General Conditions. All costs to Faulconer for preparing and obtaining the permits are included in the GMP.

As described in Section 19 of the General Conditions, the Owner is responsible for obtaining those permits related to Virginia Department of Environmental Quality (VDEQ) modification of VWP 22-1889, Virginia Marine Resource Commission (VMRC) permit for intake construction and the Rivanna River crossing construction, US Army Corp of Engineers (COE) nationwide permit and associated agencies impacted by Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act and purchase of nutrient credits to satisfy the requirement of the VDEQ Virginia Stormwater Management Program (VSMP). Design-Builder is responsible for obtaining all other necessary permits to construct the Project.

5. **Interpretation; Intent and Incorporation.**

- a. The Contract Documents are intended to permit the Parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for an amount not to exceed the Guaranteed Maximum Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the order of precedence among Contract Documents shall be as provided in Article 24 hereof.
- b. In accordance with Article 24 hereof and as more fully provided thereby, the Contract Documents form the entire agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

6. **Ownership of Work Product.**

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

intellectual property rights to all materials produced under this Interim Agreement. Should the Owner transfer the plans to another design professional, that design professional shall adhere to all requirements of Virginia Department of Professional and Occupational Regulation (DPOR) for use of said documents. It is the responsibility of the Design-Builder to make this clause or similar clause that achieves the same a part of any contract with the Design Professional or other consultant, sub-consultant, or sub-contractor that are employed to perform on this project.

7. **Contract Price.**

a. **Contract Price and Guaranteed Maximum Price.** The Owner shall pay the Design-Builder in accordance with Article 8 hereof and the General Conditions the “Contract Price,” which sum shall be a guaranteed maximum price not exceed THIRTY NINE MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$39,687,850.00) (the “Guaranteed Maximum Price” or “GMP”). The GMP is deemed to include all sales, use, consumer and other taxes imposed by law or any governmental authority. In no event shall the Owner be required to pay the Design-Builder more than the GMP. The Design-Builder shall be wholly responsible to complete the Project at no compensation above the GMP, subject to any adjustments in the GMP made as a result of Changes made in accordance with this Agreement.

8. **Payment.**

a. **Progress Payments**

i. The Design-Builder shall submit to the Owner on the tenth (10<sup>th</sup>) day of each month the Design-Builder’s Application for Payment (as such term is used in the General Conditions of Contract) in accordance with Article 36 of the General Conditions of Contract, for Work performed during the immediately prior month.

ii. The Owner shall make payment for Work properly performed in accordance with the Contract Documents within forty five (45) days after the Owner’s receipt of each properly submitted and accurate Application for Payment in accordance with the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld for Work that was not satisfactorily completed or otherwise properly withheld under Article 36 of the General Conditions of Contract.

b. **Retainage on Progress Payments**

i. The Owner will retain five percent (5%) of the amount of each Application for Payment. The Design-Builder shall include or cause

to be included retainage provisions in all subcontracts at the rate set forth herein.

ii. In accordance with the General Conditions (Exhibit A), Section 36(6)(f), upon Final Completion of the entire Work, the Owner shall release to the Design-Builder all retained amounts relating, as applicable, to the entire Work, less an amount not to exceed 150% of the reasonable value of all remaining or incomplete items of Work or any defective Work or any portion of the Work that has not been performed in accordance with the Contract Documents as noted in the Certificate of Final Completion.

c. **Final Payment.** The Design-Builder shall submit its Final Application for Payment to the Owner in accordance with Article 36 of the General Conditions of Contract. If the Owner finds that all portions of the Work including any punch list items identified by the Owner or the Design-Builder have been completed in accordance with the provisions of the Contract Documents, the Owner shall make payment on the Design-Builder's properly submitted and accurate Final Application for Payment within sixty (60) days after the Owner's receipt of the Final Application for Payment, provided that the Design-Builder has satisfied the requirements for final payment set forth in Article 36 of the General Conditions of Contract.

d. **Interest.** Payments due and unpaid by the Owner to the Design-Builder, whether progress payments or final payment, shall bear interest commencing forty five (45) days after payment is due at a rate of one-half of one percent ( $\frac{1}{2}\%$ ) per annum.

e. **Lender Requirements.** In the event that the Owner obtains a loan or other financial assistance from a third party in connection with the financing of the Project, the Design-Builder shall comply with all conditions established by such lender or other financial source in connection with Applications for Payment under this Agreement. The Owner shall use its best efforts to insure that any such conditions are reasonable in light of the nature and complexity of the Project and are at no additional cost and expense of any material amount to the Design-Builder.

9. **Contract Time.**

a. **Date of Commencement.** The Work shall commence at the time set forth in the Owner's written notice to proceed ("Date of Commencement") unless the Parties mutually agree otherwise in writing.

b. **Substantial Completion and Final Completion.**

i. Substantial Completion of all Work shall be achieved no later than, the 1,033<sup>rd</sup> calendar day following the Date of Commencement,

("Scheduled Substantial Completion Date"), time being of the essence.

ii. Final Completion of the Work shall be achieved no later than, the 1,100<sup>th</sup> calendar day following the Date of Commencement, time being of the essence.

iii. **Liquidated Damages.** The Design-Builder and the Owner recognize that time is of the essence with respect to all dates set forth in the Contract, including but not limited to those in this Article 9 and any Milestone Dates, and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract including any specified Milestone Dates, plus any time extension(s) allowed pursuant to the Contract. The Design-Builder and the Owner further recognize the difficulty of proving actual loss to the Owner in the event of a failure to achieve Substantial Completion in accordance with the date established in the Contract. Accordingly, instead of requiring such proof, the Design-Builder acknowledges that the rate of the liquidated damages set forth herein is reasonable and does not constitute a penalty. The Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, the Design-Builder shall pay on demand to the Owner One Thousand Two Hundred Fifty and no/100 Dollars (\$1,250.00) per day as step one liquidated damages for each day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving Substantial Completion. The Design-Builder hereby waives any defenses that the liquidated damages are a penalty or do not bear a reasonable relation to the actual damages. Once the Work is Substantially Complete, the accrual of step one liquidated damages shall stop and Design-Builder shall have thirty (30) calendar days in which to achieve Final Completion of the Work. If Final Completion of the Work is not achieved by the 30th day after Substantial Completion has been achieved, and if no extension of such time period has been granted by the Owner as required by this Agreement, then Design-Builder shall owe the Owner the additional amount of step 2 liquidated damages of One Thousand Two Hundred Fifty and no/100 Dollars (\$1,250) for each and every consecutive calendar day thereafter that Final Completion of the Work is not achieved.

c. TIME IS OF THE ESSENCE in achieving the Substantial Completion and Final Completion of Work dates for the Project.

- d. The Owner and Design-Builder shall use their best efforts to maintain the Project Schedule, which can be modified by mutual written agreement of the Parties as circumstances warrant and consistent with the Contract as set forth in the General Conditions, keeping in mind the importance of achieving the Substantial Completion dates for the Project. Design-Builder shall include in the Project Schedule sufficient allowance of time for permitting, reviews, and government approvals.

10. **Termination for Cause and Right to Stop Work.**

a. **The Owner's Right to Stop Work or Terminate for Cause.**

- i. At any time and without cause, the Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to the Design-Builder which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. The Design-Builder shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if the Design-Builder makes a Claim therefor. Provided, however, if the Owner suspends Work or any portion thereof due to its reasonable judgment that the Design-Builder has or is violating the Contract or any requirement thereof, including but not limited to violations of any Legal Requirements related to jobsite safety, then the Design-Builder shall not receive any adjustment in the Contract Price or extension of the Contract Times, even if it is determined that no violation actually existed.
- ii. If the Design-Builder fails to (i) provide or cause to be provided a sufficient number of skilled workers; (ii) supply the materials or equipment required by the Contract; (iii) comply with applicable Legal Requirements; (iv) timely pay, without cause, Design Consultants or Subcontractors; (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, or if the Design-Builder (i) becomes insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) commences or consents to any action seeking reorganization, liquidation or dissolution under any law relating to bankruptcy or relief of debtors; or (iv) commences or consents to any action seeking appointment of a receiver or trustee for itself or its assets; or fails to comply with the requirements of Article 41 of the General Conditions, then the Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the right to terminate this Agreement for cause as provided in Article 41 of the General Conditions.

- b. **The Design-Builder's Right to Stop Work or Terminate for Cause.**
    - i. The Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop work or terminate for cause as provided in Article 40 of the General Conditions.
    - ii. Notwithstanding the foregoing, the Design-Builder shall not stop work because of any dispute with the Owner about all or any portion of any amount for which the Design-Builder has submitted an Application for Payment as long as the Owner pays to the Design-Builder such portion of any Application for Payment about which there is no dispute.
11. **Termination for Convenience.** The Owner may, for its convenience and without cause, elect to terminate the Contract in accordance with Article 42 of the General Conditions.
12. **Payment Bonds, Performance Bonds, and Other Security.**
- a. The Design-Builder contractor will maintain a surety bond in an amount not less than the total amount payable to the Design-Builder for the term of the Contract. The bond will be issued by a company licensed to issue surety bonds in the Commonwealth of Virginia and has an A. M. Best rating of A- or better.
  - b. All bonds shall be executed by a corporate surety or corporate sureties that are reasonably acceptable to the Owner, duly authorized to do business in the Commonwealth of Virginia, meet the requirements of Section 2.2-4337 of the Virginia Code and are executed in a form acceptable to the Owner. The Design-Builder shall cooperate with the Owner to fulfill any reasonable requirements in connection with the financing for the Project with respect to the form of performance and payment bonds provided hereunder.
  - c. The Design-Builder shall also furnish any cash escrow, funds, cashier's checks, certified checks, or letters of credit required for the issuance of any earth-disturbing or other permit and any bonds or security required by any other governmental authority.
13. **Insurance.**
- a. The Design-Builder will maintain insurance policies naming the James River Water Authority as an additional insured as provided in Article 11 of the General Conditions. The insurer must have an A. M. Best rating of A- or better. The insurer must list the James River Water Authority as the Owner as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.



- b. The Design-Builder will maintain builders risk coverage on a replacement cost basis for the duration of the Contract. The required coverage will be the full replacement cost of the building and/or structures being built under this contract, which the parties agree shall be the same as the Guaranteed Maximum Price. The James River Water Authority as the Owner will be listed as an insured under this policy to protect any property owned at the construction site. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.
- c. With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage and provide copies of applicable policies along with applicable endorsements, including but not limited to additional insured endorsements. All wording limiting the insurer responsibility to notify the Owner of any cancellation or non-renewal of the coverage must be removed. All policies must also be consistent with the requirements set forth in Article 5 of the General Conditions of Contract.
  - i. The Design-Builder shall be responsible for the filing and settling of claims and liaison with insurance adjusters.
  - ii. The Design-Builder shall send proofs of coverage to the Owner.
  - iii. The Owner and the Design-Builder intend that the policies of insurance purchased in accordance with this Contract will protect the Owner, the Design-Builder, Design Consultants, Subcontractors and all other individuals or entities so identified herein as loss payees (and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby.
- d. The Owner reserves the right, but not the obligation, to review and revise any insurance requirement, including but not limited to limits, sub-limits, deductibles, self-insured retentions, coverages and endorsements based upon any material adverse change in insurance market conditions after the date of this Agreement affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, and the costs of any such change shall be an adjustment to the compensation payable to the Design-Builder. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein and to reject any insurer providing coverage due to its poor financial condition or failure to operate legally.
- h. In addition to providing the Owner with copies of any and all certificates of insurance as described herein, the Design-Builder also shall provide copies

of all applicable additional insured endorsements and copies of the policies of insurance. Failure to provide these materials promptly as required or requested shall be a basis for the Owner to proceed with a termination for cause.

14. **Representations and Warranties.**

a. The Owner hereby represents and warrants to the Design-Builder as follows:

- i. The Owner is a water authority duly chartered and operating under Title 15.2, Chapter 51 of the Code of Virginia and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement.
- ii. Each person executing this Agreement on behalf of the Owner is duly authorized to execute each such document on behalf of the Owner.
- iii. Neither the execution and delivery by the Owner of this Agreement and any other documents executed concurrently herewith to which the Owner is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.
- iv. There is no action, suit, proceeding, investigation or litigation pending and served on the Owner as of the date of this Agreement which challenges the Owner's authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which the Owner is a party, or which challenges the authority of the Owner official executing this Agreement or the other related documents, and the Owner has disclosed to the Design-Builder any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Owner is aware.

b. The Design-Builder hereby represents and warrants to the Owner as follows:

- i. The Design-Builder represents that Faulconer Construction Company, Inc., does business in Virginia as Faulconer Construction Company, Inc., and in signing this Agreement, has full power and authority to bind itself to the terms thereof.

- ii. The Design-Builder has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement and the other related documents to which the Design-Builder is a party.
- iii. Each person executing this Agreement or any other related document on behalf of the Design-Builder has been or will at such time be duly authorized to execute each such document on behalf of the Design-Builder.
- iv. Neither the execution and delivery by the Design-Builder of this Agreement and the other related documents to which the Design-Builder is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or a violation of the governing instruments of the Design-Builder or any other agreements or instruments to which it is a party or by which it is bound.
- v. There is no action, suit, proceedings, investigation or litigation pending and served on the Design-Builder which challenges the Design-Builder's authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which the Design-Builder is a party, or which challenges the authority of the Design-Builder official executing this Agreement or the other related documents; and the Design-Builder has disclosed to the Owner any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Design-Builder is aware.
- vi. The Design-Builder is in material compliance with all laws, regulations and ordinances applicable to the Design-Builder or its activities in connection with this Agreement and the other related documents.
- vii. The Design-Builder is a financially viable and capable entity and fully able to perform its obligations under this Agreement.

15. **Resolution of Disputes, Claims and Other Matters.** Disputes, claims and other matters in question between the Parties under the Contract shall be resolved as follows:

- a. The Parties agree to cooperate to achieve the objectives of this Agreement and to use reasonable and good faith efforts to resolve all disputes and disagreements that may arise hereunder.
- b. The general claims process is set forth in Article 47 of the General Conditions of Contract. Contractual claims or disputes by Design-Builder

against the Owner, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Design-Builder shall give the Owner written notice of its intention to file a claim or dispute within fourteen (14) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Design-Builder's intention to file such a claim or dispute shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Design-Builder files such written notice, Design-Builder shall proceed with the work as directed. If Design-Builder fails to make its claim or dispute, or fails to give notice of its intention to do so as provided under the Contract Documents, then such claim or dispute shall be deemed forfeited.

16. **Notices.** All notices and demands by any party to any other shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the Owner:

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

With a copy to:

County of Louisa  
c/o County Administrator  
1 Woolfolk Avenue  
P.O. Box 160  
Louisa, Virginia 23093

And:

Brendan Scott Hefty, Esq.  
Hefty Wiley & Gore, P.C.  
100 W. Franklin Street, Suite 300  
Richmond, VA 23220  
Brendan@heftywiley.com

To the Design-Builder: Faulconer Construction Company, Inc.  
Pete Morris, Senior Project Manager  
Design-Build Principal

2496 Old Ivy Road  
Charlottesville, VA 22903

With copies to: Faulconer Construction Company, Inc.  
Ed Stelter, LEED AP, DBIA  
Design-Build Principal  
2496 Old Ivy Road  
Charlottesville, VA 22903

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

17. **Successors and Assigns.** Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Contract may not be assigned without the prior written consent of the Parties to this Agreement. Notwithstanding the foregoing, if financing is obtained for the Project, the Owner may assign the Contract to a third party, as needed, consistent with the financing. The Contract may also be assigned to a mortgagee(s)/trustee(s) of deed(s) of trust of the fee or leasehold interest in the Site or portions of them. The Design-Builder hereby consents to collateral assignment of the Contract in favor of such mortgagee(s)/trustee(s) of deed(s) of trust, in a form reasonably satisfactory to such mortgagee(s)/trustee(s), provided that no such assignment shall release the Owner from its obligations to the Design-Builder under the Contract.

18. **Time of the Essence.** The time to complete the Project is of the essence of the Contract. The Design-Builder shall proceed expeditiously with adequate forces and make diligent efforts to perform all portions of the Work in accordance with the Project Schedule, and the Design-Builder shall achieve Substantial Completion of the Work and Final Completion of the Work within the completion times specified in this Agreement and the Project Schedule. The Owner will cooperate reasonably with the Design-Builder's efforts to keep the Project on schedule.

19. **Independent Contractor.** It is expressly understood and agreed by the Parties hereto that the Design-Builder, in performing its obligations under the Contract, shall be deemed an independent contractor and not an agent, employee or partner of the Owner.

20. **No Waiver.** The failure of the Owner or the Design-Builder to insist upon the strict performance of any provisions of the Contract, the failure of the Owner or the Design-

Builder to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by the Owner of any act by the Design-Builder requiring the Owner's consent or approval shall not be construed to waive or render unnecessary the requirement for the Owner's consent or approval of any subsequent similar act by the Design-Builder. No provision of the Contract shall be deemed to have been waived unless such waiver shall be in writing signed by the Party to be charged. Further, any approvals required by the Owner shall likewise be in writing.

21. **Cooperation.** The Parties agree to cooperate to achieve the objectives of the Contract and to use reasonable and good faith efforts to resolve all disputes and disagreements that may arise hereunder. Each Party agrees to designate representatives with the authority to make decisions binding upon such Party (subject in the case of the Owner to those matters requiring an appropriate vote of its governing body) so as to not unduly delay the Project Schedule.

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

23. **Entire Agreement and Order of Precedence.** This Agreement, including any other Contract Documents, and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between the Design-Builder and the Owner concerning the Project, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to the Contract shall be binding upon the Design-Builder or the Owner unless reduced to writing in a formal amendment signed by each Party. In the event of any conflict or inconsistency between or among the meaning of any provision of the Contract Documents, the language in this Agreement shall take priority, followed by the General Conditions.

24. **Governing Law/Choice of Forum.** This Agreement and the Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. The Parties agree, and submit, to sole and exclusive jurisdiction and venue in either of the following courts: the General District or Circuit Courts of Louisa County, Virginia, or the General District or Circuit Courts of Fluvanna County, Virginia; for resolution of any and all claims, causes of action or disputes between Vendor and the Authority. Design-Builder agrees hereby to waive any jurisdictional or venue defenses related to any such action brought in such courts, and further agrees to not remove or file any such action in Federal Court.

25. **Annual Appropriation; Filing With Auditor of Public Accounts.** The financial obligations of the Owner contained in the Contract are subject to annual appropriation. Within thirty (30) days after the date of this Agreement, the Owner shall submit a copy of

the Contract to the Auditor of Public Accounts, to the extent required by Section 56-575.9(F) or Section 56-575.18 of the Code of Virginia.

26. **Financial Statements.** The Design-Builder agrees to provide the Owner with copies of complete and current financial statements for the Design-Builder on an annual basis. The financial statements provided need not be audited, but if the Design-Builder does have the financial statements audited, they shall supplement their initial submission of unaudited financial statements for the year concerned with copies of audited statements within thirty (30) days after they become available. The Design-Builder hereby designates such financial statements as confidential proprietary information exempt from release under the Virginia Freedom of Information Act, and the Owner agrees with that designation.

27. **Conditions Precedent and Subsequent to Agreement's Effectiveness.** It shall be a condition precedent to this Agreement's effectiveness that: (i) it first be approved by the James River Water Authority board; and (ii) Owner shall have obtained financing and all required governmental permits and approvals for the Project.

28. **Miscellaneous.** During the term of this Contract, Faulconer agrees as follows:

- A. Pursuant to Virginia Code § 2.2-4311.1, Faulconer does not, and shall not during the performance of this Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- B. Pursuant to Virginia Code § 2.2-4311.2, Faulconer shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise provided by law. Faulconer shall not allow its existence to lapse or its certificate of authority to be revoked or cancelled at any time during the term of this contract. The JRWA may void this Contract if Faulconer fails to remain in compliance with the provisions of this section.
- C. Pursuant to Virginia Code § 2.2-4311:
  - (i) Faulconer will not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of its business. Faulconer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (ii) Faulconer, in all solicitations or advertisements for employees placed by or on behalf of Faulconer, will state that Faulconer is an equal

employment opportunity employer.

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

(iv) Faulconer will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.

D. Pursuant to Virginia Code § 2.2-4354:

(i) Within seven (7) days after receipt of amounts paid to Faulconer by the Owner:

a) Faulconer will pay subcontractor, if any, for the proportionate share of the total payment received from the Owner attributable to the work performed by subcontractor under the Contract; or

b) Notify the Owner and subcontractor, if any, of Faulconer's intention to withhold all or a part of subcontractor's payment with the reason for nonpayment.

(ii) Faulconer shall provide its federal employer identification number to the Owner.

(iii) Faulconer shall pay interest to the subcontractor, if any, on all amounts owed to subcontractor that remain unpaid after seven (7) days following receipt by Faulconer of payment from the Owner for work performed by subcontractor under the Contract, except for amounts withheld as allowed in section 1(b) above.

(iv) Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one (1) percent per month.

(v) Faulconer shall include in each of its subcontracts a provision requiring each subcontractor to include the same payment and interest requirements as set forth herein with respect to each lower-tier subcontractor, if any.

(vi) Faulconer's obligation to pay an interest charge to a subcontractor pursuant to this section shall not be construed to be an obligation of the Owner.

29. **Exhibits.** The following exhibits are hereby deemed to be part of this Agreement:

**Exhibit A:** General Conditions of Contract between Owner and Design-Builder



**Exhibit B:** 15% Plans and Specifications Sets A, B, C, & D dated April 21, 2023 prepared by Timmons Group.

**Exhibit C:** Design-Builder's GMP and Schedule of Values date July 21, 2023

**Exhibit D:** Project Schedule dated July 21, 2023.

**IN WITNESS WHEREOF**, the Parties have executed this Comprehensive Agreement as of the day and year first above written.

**JAMES RIVER WATER AUTHORITY**

By: \_\_\_\_\_

Name: D. D. Watson

Title: Chairman

Approved as to form:

\_\_\_\_\_  
Brendan Scott Hefty, JRWA Counsel

**FAULCONER CONSTRUCTION  
COMPANY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF SUPERVISORS  
COUNTY OF LOUISA  
RESOLUTION**

At a regular meeting of the Board of Supervisors of the County of Louisa held in the Louisa County Public Meeting Room at 5:00 PM on the 5th day of September 2023, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

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<b>RESULT:</b>	Passed
<b>MOVER:</b>	Board of Supervisors - Jackson District R.T. "Toni" Williams
<b>SECONDER:</b>	Board of Supervisors - Louisa District Eric Purcell
<b>AYES:</b>	Willie Gentry, Rachel Jones , Duane Adams , Fitzgerald Barnes , R.T. "Toni" Williams, Eric Purcell

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**A RESOLUTION RECOMMENDING APPROVAL OF A COMPREHENSIVE AGREEMENT ADDENDUM BY THE JAMES RIVER WATER AUTHORITY**

**WHEREAS**, the James River Water Project is a joint effort between the Counties of Louisa and Fluvanna which is intended to provide a long-term source of water for both localities and reduce reliance on groundwater by withdrawing water from the James River, and;

**WHEREAS**, the project is administered by the James River Water Authority (JRWA), whose membership is comprised of representatives from both Counties; and

**WHEREAS**, after initial contemplation of the pump station's location near the confluence of the James and Rivanna Rivers at Point of Fork, permitting concerns compelled consideration of a location further upstream on the James and delayed construction by several years; and

**WHEREAS**, due to the associated increase in the scope of the project and significant recent inflation in construction costs, the cost of the project has increased; and

**WHEREAS**, an addendum to the initial project contract and additional funding will be required as detailed in the attached, and the JRWA Board will consider the same at a future meeting.

**NOW, THEREFORE, BE IT RESOLVED**, on this 5th day of September, 2023, that the Louisa County Board of Supervisors recommends approval by the JRWA Board of the aforementioned contract addendum and additional funding by the James River Water Authority Board.

A Copy, teste:



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Christian R. Goodwin, Clerk  
Board of Supervisors  
Louisa County, Virginia