



405 R&L Smith Drive • Danville, Virginia 24540-9805  
P.O. Box 209 • Blairs, Virginia 24527  
Phone: (434) 836-7135 • Fax: (434) 836-7139  
Website: pcsa.co

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## **PITTSYLVANIA COUNTY SERVICE AUTHORITY** **REGULAR MEETING**

Tuesday, October 20, 2020; 3:30 p.m.  
Chatham Community Center (Gallery Room)  
115 South Main Street, Chatham, Virginia 24531

### **AGENDA**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **ANY REVISIONS/ADDITIONS TO AGENDA**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**
  - A. Minutes Approval (*September 15, 2020, Regular Meeting*)
6. **HEARING OF THE CITIZENS**

Each person addressing the Authority under Hearing of the Citizens shall be a resident or landowner of the County, or the registered agent of such resident or landowner. Each person shall step up, give his/her name and district in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes. No person shall be permitted to address the Authority more than once during Hearing of the Citizens. All remarks shall be addressed to the Authority as a body and not to any individual member thereof. Hearing of the Citizens shall last for a maximum of forty-five (45) minutes. Any individual that is signed up to speak during said section who does not get the opportunity to do so because of the time limit, shall be given speaking priority at the next Authority meeting. Absent Chairman's approval, no person shall be able to speak who has not signed up.

7. **PRESENTATIONS**
  - A. Employee Spotlight (*Matt Gosnell*); (*Presented by Adcock*)

#### **PCSA Members:**

Joe B. Davis • Tim W. Dudley • Ben L. Farmer • William ("Vic") Ingram • Charles H. Miller, Jr. •  
Ronald S. Scarce • Robert W. ("Bob") Warren

- B. Water and Sewer Long Range Plan Engineering Services Presentation (*Freese and Nichols, Inc.*)

**8. NEW BUSINESS**

- A. Water and Sewer Long Range Plan Engineering Services Agreement Bid Award (*Adcock*)
- B. Staff Reports:
  - 1. Robin Court and Grit Road Water System Improvements Funding Update (*Adcock*)
  - 2. Utility Cut-offs Update (*Adcock*)

**9. MATTERS FROM AUTHORITY MEMBERS**

**10. CLOSED SESSION**

- A. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.
  - Legal Authority: Virginia Code § 2.2-3711(A)(5)
  - Subject: Project Matterhorn
  - Purpose: Discussion/Update on Unannounced Industry

**11. RETURN TO OPEN SESSION AND CLOSED SESSION CERTIFICATION**

**12. ADJOURNMENT**



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## **MINUTES OF THE REGULAR MEETING OF PITTSYLVANIA COUNTY SERVICE AUTHORITY**

Tuesday, September 15, 2020, Chatham Community Center,  
115 South Main Street, Chatham, Virginia 24531

1. **CALL TO ORDER**

Miller called the Meeting to Order at 3:30 P.M.

2. **ROLL CALL**

McCluster conducted the following Roll Call:

**Members Present**

Charles H. Miller, Jr., Chairman  
Joe B. Davis, Vice-Chairman  
Tim W. Dudley  
Ben L. Farmer  
William ("Vic") Ingram  
Ronald S. Scearce  
Robert ("Bob") W. Warren

**Staff Present**

David Smitherman (County Administrator/PCSA Chief Administrative Officer)  
J. Vaden Hunt, Esq. (County Attorney/PCSA Legal Counsel)  
Richard N. Hicks (Deputy County Administrator)  
Kim Van Der Hyde (County Finance Director)  
Chris Adcock (County Director of Public Works/PCSA Secretary)  
Kaylyn M. McCluster (BOS Deputy Clerk)

3. **ANY ADDITIONS/REVISIONS TO AGENDA**

None.

4. **APPROVAL OF AGENDA**

On Motion by Scearce, seconded by Davis, without discussion, Agenda approved unanimously.

**PCSA Members:**

Joe B. Davis • Tim W. Dudley • Ben L. Farmer • William ("Vic") Ingram • Charles H. Miller, Jr. •  
Ronald S. Scearce • Robert W. ("Bob") Warren

5. **CONSENT AGENDA**

On Motion by Searce, seconded by Ingram, without discussion, Consent Agenda approved unanimously.

A. Minutes Approval (August 18, 2020 Regular Meeting)

6. **HEARING OF THE CITIZENS**

None.

7. **PRESENTATIONS**

A. **PCSA Employee Spotlight**

Adcock recognized Jesse Reagan, Water and Sewer Operations Technician, for his dedicated service to the Authority.

8. **NEW BUSINESS**

A. **Staff Reports**

1. **Master Water and Sewer Plan Update**

Adcock reported that four proposals were received in response to the RFP issued for a Water and Wastewater Master Plan. Those responses have been narrowed down to three who will be personally interviewed. He expects those interviews to be completed in the next several weeks and then one firm will be selected to work with on the plan. There was no action taken on this item.

9. **MATTERS FROM AUTHORITY MEMBERS**

None

10. **CLOSED SESSION**

On Motion by Davis, seconded by Searce, without discussion, the Authority unanimously approved to enter Closed Session on the following items at 3:38 P.M.

A. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

Legal Authority: Virginia Code § 2.2-3711(A)(8)  
Subject: Robin Court Subdivision Waterworks  
Purpose: Discussion of State Board of Health Order by Consent

B. Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected.

Legal Authority: Virginia Code § 2.2-3711(A)(6)  
Subject: 58 West Waterline Project  
Purpose: Discussion/Determination of/about VDH Potential Project Funding

**11. RETURN TO OPEN SESSION AND CLOSED SESSION CERTIFICATION**

The Board returned to Open Session at 4:03 P.M. and the following Closed Session Certification was recorded:

**CLOSED MEETING CERTIFICATION:**

BE IT RESOLVED that at the Pittsylvania County Service Authority (“Authority”) Meeting on September 15, 2020, the Authority hereby certifies by a recorded vote that to the best of each Authority member’s knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act (“Act”) and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Authority Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Authority's Minutes.

**Roll Call Vote**

Davis - Yes  
Dudley - Yes  
Farmer - Yes  
Ingram - Yes  
Miller - Yes  
Scarce - Yes  
Warren - Yes

**12. MATTERS FROM CLOSED SESSION**

None

**13. ADJOURNMENT**

Miller adjourned the Meeting at 4:04 P.M.

## **Scope of Services Pittsylvania County**

### **Comprehensive Water and Wastewater Infrastructure Master Plan**

#### **INTRODUCTION**

The Pittsylvania County Service Authority (PCSA) was recently reorganized and became part of the Pittsylvania County (County) Department of Public Works. PCSA is the water and wastewater service provider for all areas of the county outside of the City of Danville, and outside of the incorporated towns of Chatham, Gretna and Hurt. PCSA contracts to purchase bulk water from Danville, Henry County Public Service Authority, Chatham and Hurt. PCSA also operates four water well system systems in the County. PCSA provides wastewater collection to areas outside of Danville and Chatham, and contracts to treat the wastewater at those locations.

The previous comprehensive water and wastewater master plan that was developed for PCSA was completed in 1991. With the reorganization of PCSA, and the timeframe since the last master plan, the County desires an update to the master plan. The County has requested that Freese and Nichols (FNI) develop a Comprehensive Water and Wastewater Infrastructure Master Plan (Master Plan) to guide the County in utility service over the near and long term. In addition to a standard master plan, the County has requested the project include recommendations for an updated utility extension policy and a detailed evaluation of the County's rate structure. This information will be used in conjunction with growth projections and system capacity analysis to develop a capital improvement plan (CIP) to meet growth throughout the County over the 20-year planning horizon.

#### ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

#### **SCOPE OF SERVICES**

##### **Task 1 – Comprehensive W/WW Master Plan (\$127,112.00)**

###### **A. Project Kickoff Meeting, Data Collection and Review**

1. FNI will conduct a kickoff meeting with County staff to introduce the FNI project team, review the scope of services and project schedule, and identify communication approaches. The kickoff

meeting will also include a discussion of the background/history on the PCSA utility system. In conjunction with the kickoff meeting with County staff, FNI will also facilitate a meeting with the partnering Towns of Chatham, Hurt and Gretna to discuss project objectives and solicit feedback on the long term utility plans for each Town.

2. During the kickoff meeting, FNI will meet with the County to determine the project team participants, needs and schedule. The following items will be discussed during the meeting:
  - Project goals
  - Project schedule
  - Data collection for review by FNI
  - Communication and information flow for the project
  - Additional entities to coordinate with in the development of the project
3. The County will provide the following documents, as available, to FNI for review:
  - Existing utility system GIS data
  - Existing system models
  - Record drawings
  - Operational data
  - SCADA data
  - Work order logs
  - Utility rate data
  - GIS Planning shapefiles
  - Meter billing data
  - Treatment plant flow data

Task 1.A. Meetings:

Internal kickoff, Client kickoff + Partnering Towns meeting (in-person)

Task 1.A. Deliverables:

Data collection log, Project meeting minutes

**B. Utility System Growth Planning and CIP**

1. FNI will utilize existing GIS mapping including existing land use and economic development and planning layers available from the County to create a forecasting tool for the County. The forecasting tool will use existing water and wastewater use information to estimate existing use factors that can be applied to growth areas to estimate future water and wastewater use. The forecasting tool will provide the County with the capability to summarize existing use data by region, dynamically update future water and wastewater use based on changes to future land use or development information, and spatially link use information to the County's water system models for capacity analysis as well as provide spatial analysis of wastewater flows to evaluate infrastructure capacities in each region.
2. FNI will utilize the existing water system model (to be provided by the County) for the County's water service area in the Danville region. Based on discussion with the County, the water model for this area has been recently updated, and it is not anticipated that it will require additional updates or calibration for this project. FNI will use existing GIS mapping and information from the previous master plan, recent studies and staff knowledge from County/PCSA to develop water system models for each of the other water distribution systems in Chatham, Gretna and

Hurt regions. The models will be validated using available water treatment plant pumping and flow information, elevated storage tank level data and additional flow and pressure data available from SCADA or telemetry. The modeling for the three regions of Chatham, Gretna and Hurt assumes no field work for model development or validation. If field work is required, that work will be completed as additional services.

3. FNI will utilize existing system information from each region's wastewater collection system to analyze system capacity. This task does not include a comprehensive wastewater collection system model for each region but may include simplified models of the lift station and force mains and larger gravity collection system lines. Information that was developed in the recent *Pump Station Condition Assessment PER* dated March 2019 that has been provided by the County will be used to evaluate the pump station capacities. Additional field testing that may be required for the wastewater collection will be completed as additional services. This study does not include an evaluation of the wastewater collection system for the City of Danville but will evaluate existing service agreements to confirm available capacity.
4. Following the development of the forecasting tool, water models and summary of existing wastewater collection system capacity information, FNI will meet with the County stakeholders including but not limited to public works/engineering, economic development, management and planning to discuss areas of growth identified in the County for the 20-yr planning horizon and estimates of phasing (5-yr, 10-yr and 20-yr) for growth. Information collected during this planning workshop will be updated in the forecasting tool to project the associated water demands and wastewater flows for each planned development. The demand and flow information will be used in the water model and wastewater capacity analysis to evaluate future CIP projects needed to meet growth for the 20-yr planning horizon. CIP projects may include extension of water lines, system storage, wastewater collection and pumping, and additional treatment capacities.
5. FNI will prepare planning level opinion of probable construction cost (OPCC) for each CIP project and provide the County with a phasing plan to address the identified growth. CIP project costs will feed into the rate study and be reviewed with the County. Based on feedback from the County related to the CIP and projected rates, FNI will update the CIP projects and phasing and finalize a CIP to meet the County's financial and growth needs.

Task 1.B. Meetings:

Joint stakeholder growth discussion (in-person)  
Draft CIP review meeting (in-person)

Tsk 1.B. Deliverables:

Forecasting Tool  
Water System Models  
CIP projects with OPCC  
GIS shapefile with CIP projects

### **C. Master Plan Report**

1. At the completion of the project, FNI will develop a comprehensive master plan report that summarizes the utility extension policy, utility rate study findings and system growth planning and CIP recommendations. FNI will provide the County with a draft report in PDF format for internal review, meet with staff to review and solicit comments, and finalize the report.

#### Task 1.C. Meetings:

Draft Master Plan review (in-person)

#### Task 1.C. Deliverables:

Master Plan Report (12 hard copies and electronic files)

### **Task 2 – Utility Extension Policy (\$17,804.00)**

1. FNI will review the County's existing policies related to water and wastewater extensions and the County's current connection charges.
2. FNI will solicit input from County staff on the challenges with existing extension policies and connection charges, and what is working well.
3. FNI will request and review the policies and connection charges of up to five (5) peer local governments, selected by the County, to better understand best practices.
4. FNI will draft new water and wastewater extension policy language based upon items 1 - 3 above and present it to County staff and Board of Supervisors for feedback. *We suggest the County attorney review all policy changes before they are finalized.*
5. FNI will revise the draft policy language based on feedback from County staff and present the final policy language for consideration.

#### Task 2. Meetings:

Staff input (in-person), Board preparation meeting (virtual), Draft review with Board (in-person)

#### Task 2. Deliverables:

Draft utility extension policy, Comparison of connection charges

### **Task 3 – Utility Rate Study (\$38,423.00)**

FNI will conduct a water and sewer rate study in support of the comprehensive water and wastewater infrastructure master plan. The broad objective of the study is to independently assess and evaluate the County's existing water and sewer rates and provide recommendations. The recommendations should adequately fund water and sewer utility operations, capital costs, and bonded debt while minimizing rates to the greatest degree possible.

The Task will consist of the following items:

1. Project Initiation – This will be done in coordination with Task 1 above
  - Initiate the Project
  - Data Collection
  - Data Review
  - Identify the Goals and Objectives
2. Rate Determinants and Revenue Requirements
  - Identify Rate Determinants
  - Determine Net Revenue Requirements
3. Cost-of-Service Analysis
  - Conduct Cost-of-Service Analysis and Allocation of Revenue Requirements
4. Rate Design
  - Design Water and Wastewater Rates
  - Prepare Customer Impact Analysis
5. Presentations & Meetings
  - Presentation for County & Staff Workshop
  - Presentation to Board of Supervisors

Task 3. Meetings:

Goals and objectives (virtual)

Staff workshop (in-person)

Board presentation (in-person)

Tsk 3. Deliverables:

Projected revenues/revenue requirements

Customer allocated revenue requirements

Projected rates

Rate model

ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by the County, which are not included in the above described basic services, are described as follows:

- A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by County or 2) due to other causes not solely within the control of FNI.

- B. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- D. Preparing data and reports for assistance to County in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- E. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- F. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the County.
- G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- H. Providing document revisions in excess of those outlined in Article I.
- I. Field services that may be required for scope of work as described in Article I.

### ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **SCHEDULE**.

The project schedule associated with the above scope of work includes a total of 10 to 12 month to complete the project from NTP.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

**RESPONSIBILITIES OF OWNER:** The County shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter, or other forms of notification.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. The County comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as the County’s representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define County’s policies and decisions with respect to FNI’s services for the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and County designate the following representatives:

Owner’s Project Representatives	Name:	Chris Adcock
	E-mail:	Chris.adcock@pittgov.org
	Phone:	434-836-7135
	Name:	Richard Hicks
	E-mail:	Richard.hicks@pittgov.org
	Phone:	434-432-1768
FNI’s Project Representative	Name:	Brian White
	E-mail:	Brian.white@freese.com
	Phone:	984-201-6614
FNI’s Accounting Representative	Name:	Jana Collier
	E-mail:	Jana.collier@freese.com
	Phone:	817-735-7354



**COMMONWEALTH of VIRGINIA**  
*Department of Health*

*M. Norman Oliver, MD, MA*  
*State Health Commissioner*

*P O Box 2448*  
*RICHMOND, VA 23218*

*TTY 7-1-1 OR*  
*1-800-828-1120*

September 23, 2020

Subject: Robin Court Well Evaluation and PER  
PWSID: 5143690  
Fund #: PF 332-20

Mr. David M. Smitherman,  
Chief Administrative Officer  
Pittsylvania County Service Authority  
P.O. Box 209  
Blairs, VA 24527

Re: Drinking Water Program  
Capacity Development  
Planning and Design Funding

Dear Mr. Smitherman:

The Office of Drinking Water (ODW) staff has reviewed your application for planning and design funds, received on June 15, 2020. ODW is pleased to offer your waterworks the enclosed Planning Fund Agreement, which reflects State Revolving Loan funding not to exceed \$22,100.00 for the above referenced project. The agreement includes the information you provided in your application for project description, costs, activity start date, and completion dates.

Please review the Agreement thoroughly and indicate your acceptance by signing where indicated within the Agreement. Should you deem it necessary to make any changes to the Agreement, please do so on the enclosed document, initial and date each of the changes. Changes will be reviewed and either accepted, or returned with an explanation of why the changes are rejected.

Please note the following general conditions that must be satisfied with this fund agreement:

1. Before ODW can make disbursements, you will be required to submit documentation that you have properly procured the services of an engineer or other professional contractors as appropriate. Conformance to the Virginia Public Procurement Act is required, including the procurement of professional services. You must make and document a good faith effort to solicit Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) participation as part of the procurement process.
2. Once ODW receives all appropriate documentation and approvals, submit a request for disbursement for eligible costs incurred. Please refer to Article IV of the attached Agreement.

3. The Agreement terms and conditions expire 15 months from the date of execution. Please refer to Article II of the attached Agreement.
4. The recipient shall document report submittal to the local ODW Field Office prior to a request for payment of the first 50% of the funding. The Field Office must approve the submittal prior to the final 50% disbursement from the Virginia Department of Health.

Please send all procurement documentation and information to Mr. Howard Eckstein, Project Officer, at the address above within thirty days of the date of this letter if the procurement of engineering or other professional services has actually occurred. If procurement has not yet occurred, please provide us with the documentation as soon as possible.

This includes:

1. Documentation of your good faith efforts to solicit MBE/WBE participation
2. Professional Services Procurement Review Checklist (template attached)
3. Proof of date RFP was issued (Certificate of Publication)
4. Copy of evaluation criteria used
5. Ranking of respondents
6. Statement detailing with whom negotiations were conducted
7. Copy of executed contract after VDH approves procurement

If you procure under the Small Purchases provision of the Virginia Public Procurement Act for professional services, not to exceed \$60,000, perform your procurement in accordance with Section 2.2-4303(G) of the Act. Attached is a form that may assist you in documenting your conformance with this Act. Please complete this form and provide items 1, 2, and 7 listed above.

If you have any questions or need clarification concerning the foregoing, please contact me at 804-864-7515. Please return the Agreement to me no later than October 31, 2020.

Sincerely,

DocuSigned by:  
BARRY MATTHEWS

22BCE76821C2401...  
Barry E. Matthews, PG  
Director, Training, Capacity Development and Outreach

Enclosure

cc: The Honorable Frank M Ruff  
The Honorable Leslie R. Adams  
Dave Hoback, West Piedmont Planning District  
Susan Miner, Sustainability Coordinator, Richmond FO  
Jeff Wells, Field Director, Danville Field Office  
Kelly Ward, FCAP Director  
Howard Eckstein, FCAP Project Officer

**THE VIRGINIA PUBLIC PROCUREMENT ACT (the "Act")  
PROCUREMENT REQUIREMENTS FOR SMALL PURCHASES**

The Drinking Water Revolving Fund Program and Water Supply Assistance Grant Fund Program require all recipients to follow the provisions of the Act. **Section 2.2-4303 (G) of the Act** allows for the establishment of purchase procedures, if adopted in writing, not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$100,000; however, such small purchase procedures shall provide for competition wherever practicable. For local public bodies, such purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$60,000. Completion and signing of this document acknowledges adoption and compliance with the Act and following conforming procedures.

**Project Number and Name:** Robin Court Well Evaluation and PER, PF332-20

**A. Contract Information:**

Name and Address of Bidder / Offeror Selected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount of Contract: \_\_\_\_\_  
(Attach copy of contract)

Date of Contract: \_\_\_\_\_

Describe goods or services to be provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Documentation of Procurement Efforts:**

List bidders/offerors. Written informal solicitation of a minimum of four bidders/offerors is required. Also date contacted, method of solicitation (e.g., written informal letter, fax or e-mail describing goods or services to be purchased with bid request or informal solicitation via telephone), and whether a response was given to the solicitation. Indicate price quoted for goods and services, if a response was received. It is noted that the Act requires that you solicit bidders/offerors; the Act does not require that you receive a response to your solicitation.

MBE/WBE firms must be included as part of the solicitations. Attach documentation to support direct solicitations and price information received, if available.

	<u>Bidder/Offeror</u>	<u>Date Contacted</u>	<u>Method of Solicitation</u>	<u>Response? (Yes/No)</u>	<u>Price (if applicable)</u>
1)	_____	_____	_____	_____	_____
2)	_____	_____	_____	_____	_____
3)	_____	_____	_____	_____	_____
4)	_____	_____	_____	_____	_____

For professional services contracts only: Indicate at least three criteria (other than cost) considered in your selection of the firm/offeror (e.g., knowledge of waterworks, past record of performance at your waterworks, experience of key persons assigned to the project, etc.). Please attach additional information.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

**VDH Financial and Construction Assistance Programs**  
**PROFESSIONAL SERVICES PROCUREMENT REVIEW CHECKLIST**

*\*This form must be completed in full and submitted with the required documentation to Mr. Howard Eckstein, Project Officer, at 109 Governor Street, 6<sup>th</sup> Floor, Richmond, Virginia 23219, to satisfy Engineering Procurement Procedures.*

Project No. : PF332-20 Date: \_\_\_\_\_  
Project Name: Robin Court Well Evaluation and PER  
Submitted by: \_\_\_\_\_

**I: Firm Information**

Firm name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
\_\_\_\_\_

Date RFP Issued: \_\_\_\_\_ Contract Date: \_\_\_\_\_  
Date for Receipt of Proposals: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_  
(At least 30 calendar days from date RFP issued)

**II: Required Documentation**

If procured via competitive negotiations (all items are required)

**Advertisement**

Certification of Publication/Advertisement with MBE/WBE language   
RFP to include scope of services desired, evaluation criteria, and contact information

**MBE/WBE Requirements**

Documentation of MBE/WBE contractor search (DMBE website printout)   
Copies of direct solicitations to MBE/WBE firms (certified letters/receipts, e-mails, fax receipts)

**Evaluation of Respondents**

Scoring sheets with evaluation criteria   
Ranking of qualified respondents   
Statement detailing with whom negotiations were conducted (at least two respondents)  
(this may be in the form of Board meeting minutes)

**Contract (to be submitted after VDH has approved procurement procedure)**

Executed contract with top ranked respondent for fixed price amount  
(For term contracts please provide general terms and task order; the fixed price amount for the task order cannot exceed \$100,000)

If procured via a small purchase procedure for purchases under \$60,000 (all items are required)

**Procurement Requirements for Small Purchases Form**

**MBE/WBE Requirements**

Documentation of MBE/WBE contractor search (website printout)   
Copies of direct solicitations to MBE/WBE firms (certified letters/receipts, e-mails, fax receipts)

**Contract (to be submitted after VDH has approved procurement procedure)**

Executed contract with top ranked respondent for fixed price amount

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF HEALTH  
DRINKING WATER PLANNING FUND AGREEMENT  
DRINKING WATER STATE REVOLVING FUND PROGRAM

VDH Fund Number: PF 332-20

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by the Pittsylvania County Service Authority, a community waterworks owner, herein after called the “Recipient” and the Commonwealth of Virginia, Virginia Department of Health, herein after called the “Department”.

The federal Safe Drinking Water Act Amendments of 1996 (P.L. 104-182), referred to as SDWA, established a Drinking Water State Revolving Fund (DWSRF) Program of which the Catalog of Federal Domestic Assistance number is 66.468. DWSRF Program funds are awarded annually to eligible states through a capitalization grant. Using DWSRF Program funds, the Department created an activity to provide planning funds to small, rural, financially stressed, community waterworks. The Recipient is considered a subrecipient of the DWSRF Program and is subject to the audit requirement of OMB Circular A-133.

WITNESSETH that the Recipient and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

ARTICLE 1  
DEFINITIONS

1.0 The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

- (a) “Activity” means Project Activity which constitutes a specific portion of the project, and as such is covered by its own budget account.
- (b) “Agreement” means this Fund Agreement between the Department and the Recipient, together with any amendments or supplements hereto.
- (c) “Authorized Representative” means any member, official or employee of the Recipient authorized by resolution, ordinance or other official act of the governing body of the Recipient to perform the act or sign the document in question.
- (d) “Consulting Engineer” means the Recipient’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Recipient; as the Recipient’s engineer for the Project in a written notice to the Department.
- (e) “Director” means the Director of the Office of Purchasing and General Services of the Department.
- (f) “Fund” means the particular funds described in this Agreement, with such changes thereto as may be approved in writing by the Department and the Recipient.
- (g) “Recipient” means the entity, which is the recipient of planning funds, and as such must comply with this Agreement.

- (h) “Preliminary Engineering Report” means an engineering report for the Project as described in 12 VAC 5-590-200.C.
- (i) “Project” means the particular scope of work described in **Exhibit A** to this Agreement.
- (j) “Project Budget” means the budget for the Project as set forth in **Exhibit A** to this Agreement, with such changes therein as may be approved in writing by the Department and the Recipient.
- (k) “Project Costs” means the cost of various Project Activities described in the Project Budget.
- (l) “Local Match” means the amount of funds to be paid to the consultant from the jurisdiction, locality or waterworks owner from sources other than those provided by VDH.

## ARTICLE II SCOPE OF PROJECT

2.0 The Recipient will cause the Project to be completed as described. A well evaluation shall be conducted and a preliminary engineering report (PER) including results of well and raw water testing shall be submitted to the Danville Field Office with copy to the Director of Training, Capacity Development and Outreach. The detailed Scope of Work is in **Exhibit A** of the application and is made part of this agreement by reference. Failure to complete this Scope of Work may result in the Recipient forgoing repayment of any funds or reimbursement for payment for services. The terms and conditions of this fund agreement expire 15 months from the date of execution of this agreement. The Department reserves the right to de-obligate any scope of service or payments not completed at that time.

## ARTICLE III SCHEDULE

3.0 The Recipient will cause the Project to be completed in accordance with a project schedule showing the items to be accomplished and when. Refer to **Exhibit A** to this Agreement. This agreement may be terminated after 15 months from execution without notice if sufficient progress has not been made. The Recipient will designate a contact person to coordinate and implement needed actions.

## ARTICLE IV COMPENSATION

4.0 Fund Amount. The total funded award from the Department under this Agreement shall not exceed \$22,100 Twenty Two Thousand One Hundred Dollars. Disbursement of funds will be in accordance with the payment provisions set forth in Section 4.1 herein and the Project Budget.

4.1. Application of Funds. The Recipient agrees to apply the Fund solely and exclusively to the payment, or the reimbursement of the Recipient for the payment of Project Costs. The Recipient may request disbursement for up to one-half of the Project Costs once the final product of the funded activity has been submitted to the appropriate Field Office and is under review for approval. The remaining one-half of the Fund may be requested when the product has been approved. Additionally, the Recipient will also submit a copy of the final product to the Training, Capacity Development and Outreach Director for review prior to the disbursement of the final payment. This includes, but is not limited to: a PER, study and results, environmental report, or hydraulic model. The Department will disburse funds to the Recipient upon receipt by the Department of the following:

(a) A requisition approved by the Department, signed by the Authorized Representative and containing a Schedule 1, all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs or that the Projects Costs have been incurred, and all other information called for by, and otherwise being in the form of, **Exhibit B** to this Agreement. The final request for disbursement should be supported by any approval letters called for in **Exhibit A**.

(b) If any requisition includes an item for payment for labor or to contractors, builders or materialmen, a certificate, signed by the Consulting Professional, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project.

4.2 Availability of Funds. The Department may terminate this Agreement for convenience in the event that the federal funds allocated are no longer available.

4.3 Agreement to Complete Project. The Recipient agrees to cause the Project to be completed as described in **Exhibit A** to this Agreement, and in accordance with the schedule in **Exhibit A** to this Agreement.

## ARTICLE V GENERAL PROVISIONS

5.0 Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

5.1 Non-Discrimination. In the performance of this Agreement, the Recipient warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

5.2 Conflict of Interest. The Recipient warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

5.3 Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Recipient further agrees to comply with all laws and regulations applicable to the Recipient's performance of its obligations pursuant to this Agreement.

5.4. Federal Laws. The Recipient agrees to comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof, including but not limited to, OMB Circular A-133, and the federal "cross-cutting" requirements identified in the attached Schedule A, with particular emphasis on social legislation regarding civil rights and women's and minority business enterprise. For funded activities that include the construction, alteration, or repair of public buildings or public works (such as well drilling) the Recipient agrees to comply with the provisions of the Davis Bacon Act.

5.5 Procurement of Services. The Recipient agrees to fully comply with the provisions of the Virginia Public Procurement Act, with no exceptions recognized for localities under 3500 in population, in the procurement of services pursuant to this Agreement. The Recipient will also provide documentation to verify the good faith efforts to solicit MBE/WBE participation.

5.6 Records Availability. The Recipient agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payments. The Department, its authorized agents, and/or State auditors will have full access to

and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Recipient, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

5.7 Liability Insurance. The Recipient shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance, or self-insurance as shall protect it, to such an extent as is usual and customary for the Recipient, from claims for damages for personal injury, including death, as well from claims for property damage, which may arise from its activities under this Agreement.

5.8 Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

5.9 Exhibits. All exhibits to this Agreement are incorporated herein by reference.

5.10 Termination. This Agreement may be terminated if insufficient progress is being made on the project.

ARTICLE VI  
SPECIAL CONDITIONS

6.0 There are no special conditions associated with this planning fund. Pittsylvania County Service Authority will provide funds or in-kind services to fully complete this planning activity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

RECIPIENT

DEPARTMENT

\_\_\_\_\_

Virginia Department of Health

FEI/FIN: \_\_\_\_\_

FEI/FIN: 54-6001775

Name: \_\_\_\_\_  
Authorized Representative

By: Mr. Dwayne Roadcap

Signature: \_\_\_\_\_  
Authorized Representative

Signature: \_\_\_\_\_

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

Title: Director, Office of Drinking Water

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Barry E. Matthews Date  
Division of Training, Capacity Development and Outreach

Virginia Department of Health  
Drinking Water State Revolving Fund (DWSRF) Program  
Planning Fund

**SCHEDULE A**  
**FEDERAL CROSS-CUTTING REQUIREMENTS**

**ENVIRONMENTAL AUTHORITIES:**

Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended.

Clean Air Act, Pub. L. 84-159, as amended.

Coastal Barrier Resources Act, Pub. L. 97-348.

Coastal Zone Management Act, Pub. L. 92-583, as amended.

Endangered Species Act, Pub. L. 93-205, as amended.

Environmental Justice, Executive Order 12898.

Floodplain Management, Executive Order 11988 as amended by Executive Order 12148.

Protection of Wetlands, Executive Order 11990.

Farmland Protection Policy Act, Pub. L. 97-98.

Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

National Historic Preservation Act of 1966, Pub. L. 89-665, as amended.

Safe Drinking Water Act, Pub. L. 93-523, as amended.

Wild and Scenic Rivers Act, Pub. L. 90-542, as amended.

**ECONOMIC AND MISCELLANEOUS AUTHORITIES:**

Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372.

Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended.

Debarment and Suspension, Executive Order 12549.

**SOCIAL LEGISLATION:**

Age Discrimination Act of 1975, Pub. L. 94-135.

Title IV of the Civil Rights Act of 1964, Pub. L. 88-352.<sup>1</sup>

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act).

Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250).

The Drug-Free Workplace Act of 1988, Pub. L. 100-690 (applies only to the capitalization grant recipient).

Equal Employment Opportunity, Executive Order 11246.

Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432.

Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

Anti-Lobbying Provisions (40 CFR Part 30) [applies only to capitalization grant recipients].

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<sup>1</sup> The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.

\*This information is provided for guidance and may not include all federal legislation as of this printing.



EXHIBIT B  
REQUISITION FOR DISBURSEMENT  
(To Be on Recipient's Letterhead)

Date

Subject: Pittsylvania County Service Authority  
Water: Robin Court Subdivision  
VDH Planning Fund # PF 332-20

Mr. Barry E. Matthews, PG, Director  
Capacity Development  
VDH-Office of Drinking Water  
Madison Building, 6<sup>th</sup> Floor  
109 Governor Street  
Richmond, Virginia 23219

Re: Drinking Water State Revolving Fund (DWSRF) Program  
Planning Fund  
Requisition for Disbursement

Dear Mr. Matthews:

This requisition, Number \_\_\_\_\_, is submitted in connection with the Planning Fund Agreement, dated \_\_\_\_\_, 20\_\_ between the Virginia Department of Health (Department) and the Pittsylvania County Service Authority ("Recipient"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Planning Fund Agreement. The undersigned Authorized Representative of the Recipient hereby requests disbursement of proceeds under the Planning Fund Agreement in the amount of \$ \_\_\_\_\_, for the purposes of payment of the Project Costs as set forth on Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Recipient for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this Requisition are not subject to any lien or security interest or such lien or security will be released upon payment of the requisition. The undersigned certifies that the Borrower has conducted adequate oversight for compliance with the Davis-Bacon Act and related acts through (a) the review of payrolls and associated certifications, (b) the conducting of employee interviews, and (c) the posting of all wage determinations and additional classifications (as appropriate) on the work site, and through this oversight, the Borrower has determined to the best of its ability that the Project complies with the requirements of the Davis-Bacon Act and related acts.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work (as applicable).

Sincerely,

(Authorized Representative of the Borrower)

Attachments

Virginia Department of Health  
Drinking Water State Revolving Fund (DWSRF) Program  
Planning Grant

**SCHEDULE 1**  
**DRINKING WATER STATE REVOLVING FUND PROGRAM**  
**FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT**

REQUISITION # \_\_\_\_\_  
 RECIPIENT: Pittsylvania County Service Authority VDH PLANNING FUND NUMBER: PF 332-20

CERTIFYING SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures To Date	Net Balance Remaining
Submittal of the Preliminary Engineering Report (PER)	\$11,500				
Approval of the PER	\$11,500				
<b>TOTALS</b>	<b>\$22,100</b>				

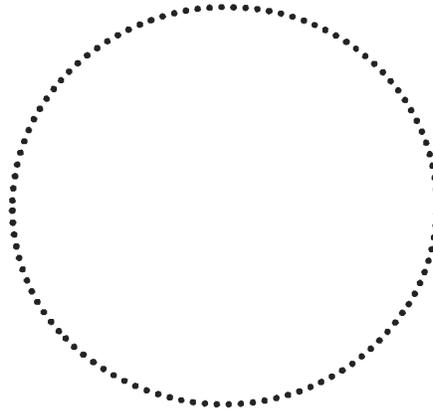
**Total Amount** \$ 22,100  
**Previous Disbursements** \$ \_\_\_\_\_  
**This Request** \$ \_\_\_\_\_  
**Fund Proceeds Remaining** \$ \_\_\_\_\_

**CERTIFICATE OF THE CONSULTING ENGINEER**  
**FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT**

VDH Planning Fund # PF-332-20

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, submitted by the Pittsylvania County Service Authority. Capitalization terms used herein shall have the same meanings set forth in Article I of the Financing Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Recipient hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished to or installed in the Project.



SEAL

---

Consulting Engineer

---

Date

Virginia Department of Health  
Drinking Water State Revolving Fund (DWSRF) Program  
Planning Fund



# COMMONWEALTH of VIRGINIA

Department of Health

M. Norman Oliver, MD, MA  
State Health Commissioner

P O Box 2448  
RICHMOND, VA 23218

TTY 7-1-1 OR  
1-800-828-1120

September 23, 2020

Subject: Grit Road Disinfection Byproduct PER  
PWSID: 5143214  
Fund #: PF 331-20

Mr. David M. Smitherman,  
Chief Administrative Officer  
Pittsylvania County Service Authority  
P.O. Box 209  
Blairs, VA 24527

Re: Drinking Water Program  
Capacity Development  
Planning and Design Funding

Dear Mr. Smitherman:

The Office of Drinking Water (ODW) staff has reviewed your application for planning and design funds, received on June 22, 2020. ODW is pleased to offer your waterworks the enclosed Planning Fund Agreement, which reflects State Revolving Loan funding not to exceed \$35,000.00 for the above referenced project. The agreement includes the information you provided in your application for: project description, costs, activity start date, and completion dates.

Please review the Agreement thoroughly and indicate your acceptance by signing where indicated within the Agreement. Should you deem it necessary to make any changes to the Agreement, please do so on the enclosed document, initial and date each of the changes. Changes will be reviewed and either accepted, or returned with an explanation of why the changes are rejected.

Please note the following general conditions that must be satisfied with this fund agreement:

1. Before ODW can make disbursements, you will be required to submit documentation that you have properly procured the services of an engineer or other professional contractors as appropriate. Conformance to the Virginia Public Procurement Act is required, including the procurement of professional services. You must make and document a good faith effort to solicit Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) participation as part of the procurement process.
2. Once ODW receives all appropriate documentation and approvals, submit a request for disbursement for eligible costs incurred. Please refer to Article IV of the attached Agreement.

3. The Agreement terms and conditions expire 15 months from the date of execution. Please refer to Article II of the attached Agreement.
4. The recipient shall document report submittal to the local ODW Field Office prior to a request for payment of the first 50% of the funding. The Field Office must approve the submittal prior to the final 50% disbursement from the Virginia Department of Health.

Please send all procurement documentation and information to Mr. Howard Eckstein, Project Officer, at the address above within thirty days of the date of this letter if the procurement of engineering or other professional services has actually occurred. If procurement has not yet occurred, please provide us with the documentation as soon as possible.

This includes:

1. Documentation of your good faith efforts to solicit MBE/WBE participation
2. Professional Services Procurement Review Checklist (template attached)
3. Proof of date RFP was issued (Certificate of Publication)
4. Copy of evaluation criteria used
5. Ranking of respondents
6. Statement detailing with whom negotiations were conducted
7. Copy of executed contract after VDH approves procurement

If you procure under the Small Purchases provision of the Virginia Public Procurement Act for professional services, not to exceed \$60,000, perform your procurement in accordance with Section 2.2-4303(G) of the Act. Attached is a form that may assist you in documenting your conformance with this Act. Please complete this form and provide items 1, 2, and 7 listed above.

If you have any questions or need clarification concerning the foregoing, please contact me at 804-864-7515. Please return the Agreement to me no later than October 31, 2020.

Sincerely,

DocuSigned by:  
BARRY MATTHEWS

22BCE76821C2401...  
Barry E. Matthews, PG

Director, Training, Capacity Development and Outreach

Enclosure

cc: The Honorable Frank M Ruff  
The Honorable Leslie R. Adams  
Dave Hoback, West Piedmont Planning District  
Susan Miner, Sustainability Coordinator, Richmond FO  
Jeff Wells, Field Director, Danville Field Office  
Kelly Ward, FCAP Director  
Howard Eckstein, FCAP Project Officer

**THE VIRGINIA PUBLIC PROCUREMENT ACT (the "Act")  
PROCUREMENT REQUIREMENTS FOR SMALL PURCHASES**

The Drinking Water Revolving Fund Program and Water Supply Assistance Grant Fund Program require all recipients to follow the provisions of the Act. **Section 2.2-4303 (G) of the Act** allows for the establishment of purchase procedures, if adopted in writing, not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$100,000; however, such small purchase procedures shall provide for competition wherever practicable. For local public bodies, such purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$60,000. Completion and signing of this document acknowledges adoption and compliance with the Act and following conforming procedures.

**Project Number and Name:** \_\_\_\_\_

**A. Contract Information:**

Name and Address of Bidder / Offeror Selected:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Amount of Contract: \_\_\_\_\_  
 (Attach copy of contract)

Date of Contract: \_\_\_\_\_

Describe goods or services to be provided: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. Documentation of Procurement Efforts:**

List bidders/offerors. Written informal solicitation of a minimum of four bidders/offerors is required. Also date contacted, method of solicitation (e.g., written informal letter, fax or e-mail describing goods or services to be purchased with bid request or informal solicitation via telephone), and whether a response was given to the solicitation. Indicate price quoted for goods and services, if a response was received. It is noted that the Act requires that you solicit bidders/offerors; the Act does not require that you receive a response to your solicitation.

MBE/WBE firms must be included as part of the solicitations. Attach documentation to support direct solicitations and price information received, if available.

	<u>Bidder/Offeror</u>	<u>Date Contacted</u>	<u>Method of Solicitation</u>	<u>Response? (Yes/No)</u>	<u>Price (if applicable)</u>
1)	_____	_____	_____	_____	_____
2)	_____	_____	_____	_____	_____
3)	_____	_____	_____	_____	_____
4)	_____	_____	_____	_____	_____

For professional services contracts only: Indicate at least three criteria (other than cost) considered in your selection of the firm/offeror (e.g., knowledge of waterworks, past record of performance at your waterworks, experience of key persons assigned to the project, etc.). Please attach additional information.

\_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

**VDH Financial and Construction Assistance Programs  
PROFESSIONAL SERVICES PROCUREMENT REVIEW CHECKLIST**

*\*This form must be completed in full and submitted with the required documentation to Mr. Howard Eckstein, Project Officer, at 109 Governor Street, 6<sup>th</sup> Floor, Richmond, Virginia 23219, to satisfy Engineering Procurement Procedures.*

Project No. : PF331-20 Date: \_\_\_\_\_  
Project Name: Grit Road Disinfection Byproduct PER  
Submitted by: \_\_\_\_\_

**I: Firm Information**

Firm name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Service Provided: \_\_\_\_\_  
\_\_\_\_\_

Date RFP Issued: \_\_\_\_\_ Contract Date: \_\_\_\_\_  
Date for Receipt of Proposals: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_  
(At least 30 calendar days from date RFP issued)

**II: Required Documentation**

If procured via competitive negotiations (all items are required)

**Advertisement**

Certification of Publication/Advertisement with MBE/WBE language   
RFP to include scope of services desired, evaluation criteria, and contact information

**MBE/WBE Requirements**

Documentation of MBE/WBE contractor search (DMBE website printout)   
Copies of direct solicitations to MBE/WBE firms (certified letters/receipts, e-mails, fax receipts)

**Evaluation of Respondents**

Scoring sheets with evaluation criteria   
Ranking of qualified respondents   
Statement detailing with whom negotiations were conducted (at least two respondents)  
(this may be in the form of Board meeting minutes)

**Contract (to be submitted after VDH has approved procurement procedure)**

Executed contract with top ranked respondent for fixed price amount  
(For term contracts please provide general terms and task order; the fixed price amount for the task order cannot exceed \$100,000)

If procured via a small purchase procedure for purchases under \$60,000 (all items are required)

**Procurement Requirements for Small Purchases Form**

**MBE/WBE Requirements**

Documentation of MBE/WBE contractor search (website printout)   
Copies of direct solicitations to MBE/WBE firms (certified letters/receipts, e-mails, fax receipts)

**Contract (to be submitted after VDH has approved procurement procedure)**

Executed contract with top ranked respondent for fixed price amount

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF HEALTH  
DRINKING WATER PLANNING FUND AGREEMENT  
DRINKING WATER STATE REVOLVING FUND PROGRAM

VDH Fund Number: PF 331-20

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by the Pittsylvania County Service Authority, a community waterworks owner, herein after called the “Recipient” and the Commonwealth of Virginia, Virginia Department of Health, herein after called the “Department”.

The federal Safe Drinking Water Act Amendments of 1996 (P.L. 104-182), referred to as SDWA, established a Drinking Water State Revolving Fund (DWSRF) Program of which the Catalog of Federal Domestic Assistance number is 66.468. DWSRF Program funds are awarded annually to eligible states through a capitalization grant. Using DWSRF Program funds, the Department created an activity to provide planning funds to small, rural, financially stressed, community waterworks. The Recipient is considered a subrecipient of the DWSRF Program and is subject to the audit requirement of OMB Circular A-133.

WITNESSETH that the Recipient and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

ARTICLE 1  
DEFINITIONS

1.0 The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

- (a) “Activity” means Project Activity which constitutes a specific portion of the project, and as such is covered by its own budget account.
- (b) “Agreement” means this Fund Agreement between the Department and the Recipient, together with any amendments or supplements hereto.
- (c) “Authorized Representative” means any member, official or employee of the Recipient authorized by resolution, ordinance or other official act of the governing body of the Recipient to perform the act or sign the document in question.
- (d) “Consulting Engineer” means the Recipient’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Recipient; as the Recipient’s engineer for the Project in a written notice to the Department.
- (e) “Director” means the Director of the Office of Purchasing and General Services of the Department.
- (f) “Fund” means the particular funds described in this Agreement, with such changes thereto as may be approved in writing by the Department and the Recipient.
- (g) “Recipient” means the entity, which is the recipient of planning funds, and as such must comply with this Agreement.

- (h) “Preliminary Engineering Report” means an engineering report for the Project as described in 12 VAC 5-590-200.C.
- (i) “Project” means the particular scope of work described in **Exhibit A** to this Agreement.
- (j) “Project Budget” means the budget for the Project as set forth in **Exhibit A** to this Agreement, with such changes therein as may be approved in writing by the Department and the Recipient.
- (k) “Project Costs” means the cost of various Project Activities described in the Project Budget.
- (l) “Local Match” means the amount of funds to be paid to the consultant from the jurisdiction, locality or waterworks owner from sources other than those provided by VDH.

ARTICLE II  
SCOPE OF PROJECT

2.0 The Recipient will cause the Grit Road Disinfection Byproduct PER Project to be completed as described. A preliminary engineering report (PER) shall be submitted to the Danville Field Office with copy to the Director of Training, Capacity Development and Outreach that will address the on-going exceedances of the maximum contaminate level (MCL) for disinfection by-products. The detailed Scope of Work is in **Exhibit A** of the application, and is made part of this agreement by reference. Failure to complete this Scope of Work may result in the Recipient forgoing repayment of any funds or reimbursement for payment for services. The terms and conditions of this fund agreement expire 15 months from the date of execution of this agreement. The Department reserves the right to de-obligate any scope of service or payments not completed at that time.

ARTICLE III  
SCHEDULE

3.0 The Recipient will cause the Project to be completed in accordance with a project schedule showing the items to be accomplished and when. Refer to **Exhibit A** to this Agreement. This agreement may be terminated after 15 months from execution without notice if sufficient progress has not been made. The Recipient will designate a contact person to coordinate and implement needed actions.

ARTICLE IV  
COMPENSATION

4.0 Fund Amount. The total funded award from the Department under this Agreement shall not exceed \$35,000, Thirty-five Thousand dollars. Disbursement of funds will be in accordance with the payment provisions set forth in Section 4.1 herein and the Project Budget.

4.1. Application of Funds. The Recipient agrees to apply the Fund solely and exclusively to the payment, or the reimbursement of the Recipient for the payment of Project Costs. The Recipient may request disbursement for up to one-half of the Project Costs once the final product of the funded activity has been submitted to the appropriate Field Office and is under review for approval. The remaining one-half of the Fund may be requested when the product has been approved. Additionally, the Recipient will also submit a copy of the final product to the Capacity Development Manager for review prior to the disbursement of the final payment. This includes, but is not limited to: a PER, study, environmental report, or hydraulic model. The Department will disburse funds to the Recipient upon receipt by the Department of the following:

(a) A requisition approved by the Department, signed by the Authorized Representative and containing a Schedule 1, all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs or that the Projects Costs have been incurred, and all other information called for by, and otherwise being in the form of, **Exhibit B** to this Agreement. The final request for disbursement should be supported by any approval letters called for in **Exhibit A**.

(b) If any requisition includes an item for payment for labor or to contractors, builders or materialmen, a certificate, signed by the Consulting Professional, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project.

4.2 Availability of Funds. The Department may terminate this Agreement for convenience in the event that the federal funds allocated are no longer available.

4.3 Agreement to Complete Project. The Recipient agrees to cause the Project to be completed as described in **Exhibit A** to this Agreement, and in accordance with the schedule in **Exhibit A** to this Agreement.

## ARTICLE V GENERAL PROVISIONS

5.0 Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

5.1 Non-Discrimination. In the performance of this Agreement, the Recipient warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

5.2 Conflict of Interest. The Recipient warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

5.3 Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Recipient further agrees to comply with all laws and regulations applicable to the Recipient's performance of its obligations pursuant to this Agreement.

5.4. Federal Laws. The Recipient agrees to comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof, including but not limited to, OMB Circular A-133, and the federal "cross-cutting" requirements identified in the attached Schedule A, with particular emphasis on social legislation regarding civil rights and women's and minority business enterprise. For funded activities that include the construction, alteration, or repair of public buildings or public works (such as well drilling) the Recipient agrees to comply with the provisions of the Davis Bacon Act.

5.5 Procurement of Services. The Recipient agrees to fully comply with the provisions of the Virginia Public Procurement Act, with no exceptions recognized for localities under 3500 in population, in the procurement of services pursuant to this Agreement. The Recipient will also provide documentation to verify the good faith efforts to solicit MBE/WBE participation.

5.6 Records Availability. The Recipient agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payments. The Department, its authorized agents, and/or State auditors will have full access to

and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Recipient, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

5.7 Liability Insurance. The Recipient shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance, or self-insurance as shall protect it, to such an extent as is usual and customary for the Recipient, from claims for damages for personal injury, including death, as well from claims for property damage, which may arise from its activities under this Agreement.

5.8 Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

5.9 Exhibits. All exhibits to this Agreement are incorporated herein by reference.

5.10 Termination. This Agreement may be terminated if insufficient progress is being made on the project.

ARTICLE VI  
SPECIAL CONDITIONS

6.0 There are no special conditions associated with this planning fund. Pittsylvania County Service Authority will provide funds or in-kind services to fully complete this planning activity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

RECIPIENT

\_\_\_\_\_

FEI/FIN: \_\_\_\_\_

Name: \_\_\_\_\_  
Authorized Representative

Signature: \_\_\_\_\_  
Authorized Representative

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

Date: \_\_\_\_\_

DEPARTMENT

Virginia Department of Health

FEI/FIN: 54-6001775

By: Mr. Dwayne Roadcap

Signature: \_\_\_\_\_

Title: Director, Office of Drinking Water

Date: \_\_\_\_\_

\_\_\_\_\_  
Barry E. Matthews Date  
Division of Training, Capacity Development and Outreach

Virginia Department of Health  
Drinking Water State Revolving Fund (DWSRF) Program  
Planning Fund

**SCHEDULE A**  
**FEDERAL CROSS-CUTTING REQUIREMENTS**

**ENVIRONMENTAL AUTHORITIES:**

Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended.

Clean Air Act, Pub. L. 84-159, as amended.

Coastal Barrier Resources Act, Pub. L. 97-348.

Coastal Zone Management Act, Pub. L. 92-583, as amended.

Endangered Species Act, Pub. L. 93-205, as amended.

Environmental Justice, Executive Order 12898.

Floodplain Management, Executive Order 11988 as amended by Executive Order 12148.

Protection of Wetlands, Executive Order 11990.

Farmland Protection Policy Act, Pub. L. 97-98.

Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

National Historic Preservation Act of 1966, Pub. L. 89-665, as amended.

Safe Drinking Water Act, Pub. L. 93-523, as amended.

Wild and Scenic Rivers Act, Pub. L. 90-542, as amended.

**ECONOMIC AND MISCELLANEOUS AUTHORITIES:**

Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372.

Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended.

Debarment and Suspension, Executive Order 12549.

**SOCIAL LEGISLATION:**

Age Discrimination Act of 1975, Pub. L. 94-135.

Title IV of the Civil Rights Act of 1964, Pub. L. 88-352.<sup>1</sup>

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act).

Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250).

The Drug-Free Workplace Act of 1988, Pub. L. 100-690 (applies only to the capitalization grant recipient).

Equal Employment Opportunity, Executive Order 11246.

Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432.

Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

Anti-Lobbying Provisions (40 CFR Part 30) [applies only to capitalization grant recipients].

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<sup>1</sup> The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.

\*This information is provided for guidance and may not include all federal legislation as of this printing.



EXHIBIT B  
REQUISITION FOR DISBURSEMENT  
(To Be on Recipient's Letterhead)

Date

Subject: Pittsylvania County Service Authority  
Water: Grit Road Disinfection Byproduct PER  
VDH Planning Fund # PF 331-20

Mr. Barry E. Matthews, PG, Director  
Training, Capacity Development and Outreach  
VDH-Office of Drinking Water  
Madison Building, 6<sup>th</sup> Floor  
109 Governor Street  
Richmond, Virginia 23219

Re: Drinking Water State Revolving Fund (DWSRF) Program  
Planning Fund  
Requisition for Disbursement

Dear Mr. Matthews:

This requisition, Number \_\_\_\_\_, is submitted in connection with the Planning Fund Agreement, dated \_\_\_\_\_, 20\_\_ between the Virginia Department of Health (Department) and the Pittsylvania County Service Authority ("Recipient"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Planning Fund Agreement. The undersigned Authorized Representative of the Recipient hereby requests disbursement of proceeds under the Planning Fund Agreement in the amount of \$ \_\_\_\_\_, for the purposes of payment of the Project Costs as set forth on Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Recipient for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this Requisition are not subject to any lien or security interest or such lien or security will be released upon payment of the requisition. The undersigned certifies that the Borrower has conducted adequate oversight for compliance with the Davis-Bacon Act and related acts through (a) the review of payrolls and associated certifications, (b) the conducting of employee interviews, and (c) the posting of all wage determinations and additional classifications (as appropriate) on the work site, and through this oversight, the Borrower has determined to the best of its ability that the Project complies with the requirements of the Davis-Bacon Act and related acts.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work (as applicable).

Sincerely,

(Authorized Representative of the Borrower)

Attachments

Virginia Department of Health  
Drinking Water State Revolving Fund (DWSRF) Program  
Planning Grant

**SCHEDULE 1**  
**DRINKING WATER STATE REVOLVING FUND PROGRAM**  
**FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT**

REQUISITION # \_\_\_\_\_

RECIPIENT: Pittsylvania County Service Authority VDH PLANNING FUND NUMBER: PF 331-20

CERTIFYING SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures To Date	Net Balance Remaining
Submission of PER and Asset Management Plan	\$17,500				
Approval of PER and completion of Asset Management Plan	17,500				
<b>TOTALS:</b>	<b>\$35,000</b>				

**Total Amount** \$ **35,000**

**Previous Disbursements** \$ \_\_\_\_\_

**This Request** \$ \_\_\_\_\_

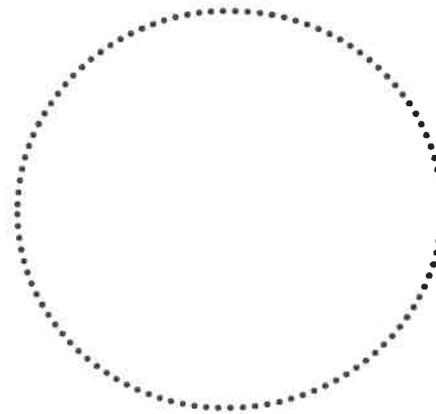
**Fund Proceeds Remaining** \$ **35,000**

**CERTIFICATE OF THE CONSULTING ENGINEER  
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT**

VDH Planning Fund # PF-331-20

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, submitted by the Pittsylvania County Service Authority. Capitalization terms used herein shall have the same meanings set forth in Article I of the Financing Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Recipient hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished to or installed in the Project.



SEAL

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Consulting Engineer

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Date

Virginia Department of Health  
Drinking Water State Revolving Fund (DWSRF) Program  
Planning Fund

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**  
**CLOSED MEETING CERTIFICATION**

**BE IT RESOLVED** that at the Meeting of the Pittsylvania County Service Authority on October 20, 2020, the Board hereby certifies by a recorded vote that to the best of each Board Member's knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act (the "Act") and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Minutes of the Committee.

	<b><u>Vote</u></b>
Joe B. Davis	Yes/No
Timothy W. Dudley	Yes/No
Ben L. Farmer	Yes/No
William "Vic" Ingram	Yes/No
Charles H. Miller, Jr.	Yes/No
Ronald S. Scearce	Yes/No
Robert W. "Bob" Warren	Yes/No