

At the regular meeting of the Nelson County Service Authority held on January 31, 2019 at the Nelson County Service Authority, Administrative Building thereof:

Present: David Hight, Chairman
Gary L. Sherwood, Vice-Chairman
Jesse Rutherford
Justin Shimp
George Miller, Executive Director
Jennifer Fitzgerald, Secretary/Treasurer

Absent: Ernie Reed
Jim Bowling, Attorney

AGENDA ITEM 1. APPROVAL OF MINUTES

On a motion duly made by Mr. Rutherford, seconded by Mr. Sherwood, with Mr. Shimp voting yes, Mr. Rutherford voting yes, Mr. Sherwood voting yes and Mr. Hight voting yes the following was resolved:

BE IT RESOLVED, That the Nelson County Service Authority Board of Directors does hereby approve the minutes of the December 20, 2018 regular meeting.

AGENDA ITEM 2. OFFICE MANAGER’S REPORT

Mrs. Fitzgerald presented the Financial Report for December 2018.

Mrs. Fitzgerald stated American National Bank has renewed the Line of Credit established several years ago for \$600,000.

Mrs. Fitzgerald reported the annual water withdraw volumes as reported to DEQ. Gladstone used 531,000 gallons, Schuyler used 6,203,000 gallons, Lovington used 31,700,000 gallons and Wintergreen used 105,650,000 gallons of water in 2018.

Mrs. Fitzgerald stated the debt service board has been updated with balances as of December 31, 2018.

Mrs. Fitzgerald stated the Administrative office will be closed on February 18th in observance of Presidents’ Day.

AGENDA ITEM 3. EXECUTIVE DIRECTOR’S REPORT

Mr. Miller stated he has met with Jerry Peaks with Bowman Consulting in reference to the Granular Activated Carbon pilot study at the

Black Creek WTP. They expect delivery of the Calgon equipment by the end of February and should be up and running by mid-March 2019.

Mr. Miller stated he has met with Massie Saunders in reference to doing the boundary work needed at the 11th green/fairway at Wintergreen for the 8" sewer and 6" water line replacement project. Mr. Saunders will also provide an easement plat this work he has estimated to cost between \$10,000-\$13,000.

Mr. Miller asked the Board for a motion to move forward with the 8" sewer main and 6" water main replacement project along the 11th green/Fairway at Wintergreen.

On a motion duly made by Mr. Shimp, seconded by Mr. Sherwood with Mr. Shimp voting yes, Mr. Rutherford voting yes, Mr. Sherwood voting yes and Mr. Hight voting yes the following was resolved:

BE IT RESOLVED, That the Nelson County Service Authority Board of Directors does hereby approve the contract with Bowman Consulting for the 11th green/fairway project at Wintergreen.

Mr. Miller reported on the rain totals in 2018. Wintergreen Water Treatment Plant recorded 131.6", Wintergreen Wastewater Treatment Plant recorded 114", Schuyler Water Treatment Plant recorded 70.5", Colleen Water Treatment Plant recorded 64.7" and Gladstone recorded 63.2".

AGENDA ITEM 4. DIRECTOR'S COMMENTS

Mr. Rutherford asked that something "Get Well" be sent to Mr. Reed.

AGENDA ITEM 5. PUBLIC COMMENTS

None

AGENDA ITEM 6. ADJOURNMENT

On a motion duly made by Mr. Sherwood, seconded by Mr. Rutherford, with Mr. Shimp voting yes, Mr. Rutherford voting yes, Mr. Sherwood voting yes and Mr. Hight voting yes the following was resolved:

BE IT RESOLVED, That the Nelson County Service Authority Board of Directors does hereby adjourn this meeting until February 21, 2019.

Prepared by: 

January 10, 2019

Proposal No. 08-19-103

Mr. George Miller
Nelson County Service Authority
P.O. Box 249
Lovingston, VA 22949

Re: Wintergreen Transmission Line and Forcemain Replacement (the "Project")
Proposal to provide Engineering services (the "Proposal")

Dear Mr. Miller:

We are pleased to submit this Proposal to provide Engineering services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement (the "Agreement") between Bowman Consulting Group, Ltd. ("BCG") and Nelson County Service Authority (the "Client").

This Proposal and the scope of services and fees are based upon codes, ordinances and regulations of Nelson County and of Commonwealth of Virginia in effect as of the date of this Proposal. Modifications to Client requirements or to codes, ordinances or regulations which would require additional services to be performed by BCG will be performed and invoiced on an hourly rate basis in accordance with the attached hourly rate schedule, or, alternatively, in accordance with a change order which will specify the additional services and the associated additional fees.

Bowman Consulting currently adheres to and will continue to adhere to the Commonwealth of Virginia Non-Discrimination Policies and Drug-Free Workplace Policies. Bowman Consulting ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. Additionally, Bowman Consulting has a stringent Drug-Free Workplace Policy through our Safety Program, directed by our Safety Manager Tom Workman and overseen by our Legal Counsel, Robert Hickey.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

1. **Water Transmission Line and Forcemain Replacement Final Design**

This task involves the preparation of plans, profile, and specifications for the installation of the approximately 1,350 linear feet of new 6" water transmission line and 1,700 linear feet of 8" forcemain. Final design documents will be submitted to the Virginia Department of Health (VDH) for approval of the water transmission line and the Department of Environmental Quality (DEQ) for approval of the forcemain.

Fee: **\$11,300 Lump Sum**

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2. **Bid Document and Bidding Assistance**

This task includes assisting the Owner with obtaining construction bids for the planned work to include preparation of bidding documents, participating in a pre-bid conference, responding comments/questions throughout the bidding process, issuing addenda and evaluating bids received.

Fee: Hourly (Estimated \$5,500)

3. **Construction Administration**

This task includes review and approval of shop drawings and project coordination, participation in various onsite meetings and final certifications.

Fee: Hourly (Estimated \$9,000 based on an estimate of \$1,500 per month for 6 months – actual amount depends on qualifications of Contractor)

4. **As-Built Drawings**

This task involves preparing the required as-built drawings for the constructed improvements.

Fee: \$4,500 Lump Sum

5. **Topographic Survey and Easement Documents**

The topographic survey will begin at the sewer valve at the end of Fox Grape that was identified and proceed to Wintergreen Drive (locating the entire width of the road at the termination point). This task will also include preparing an easement plat once the design of the project is complete. Survey will include locating the sprinkler system for the golf course and obtaining invert elevations for any manholes. No other underground utilities will be located unless marked by others.

Survey will include a 50' wide topo of the proposed route will be provided on 2' contour interval, visible improvements, all desirable trees over 12" in diameter, utility boxes and lines that are marked by others, etc. in a DWG format.

Easement plat will be signed by a licensed surveyor.

Fee: Hourly (Not to Exceed \$13,000 without Client Approval)

Services that are not part of this contract are as follows:

- Permits
- Geotech Studies, Test Pits, Dry Utility Design
- Offsite Improvements, Signalization

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by BCG in the interest of the Project and will be invoiced at the actual cost to BCG plus fifteen percent (15%) for handling and indirect costs.

Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

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REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BCG, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BCG to perform the services described herein. By either countersigning this Proposal or verbally authorizing BCG to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of BCG in a timely manner and at no expense to BCG:

- Submission Fees
- Electronic Copy of Boundary and Topo
- Title Report, Boundary
- Traffic Archeology, Wetland or Geotech Studies

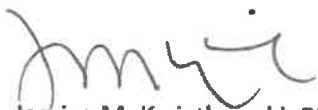
OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

BCG's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference. You should read these standard terms and conditions and assure yourself that you understand them prior to accepting this proposal or authorizing BCG to proceed with the performance of the services described herein.

In the event you wish to accept this proposal, please execute both originals, initial all pages and return one executed original to this office. The individual executing this proposal represents and warrants that he has the authority to sign on behalf of Nelson County Service Authority. In accordance with Section 8 of the BCG Terms and Conditions, the retainer will remain in place during the course of the project and will be credited against the final invoice for the project.

Sincerely,
BOWMAN CONSULTING GROUP, LTD.




Jessica M. Kwiatkowski, PE
Senior Project Manager

Nelson County Service Authority hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes BCG to proceed with the Project.

BCG INITIAL Jmk CLIENT INITIAL [Signature]

Nelson County Service Authority

By: 
(Signature)

Printed Name: George T. Miller JR.

Title: EXECUTIVE DIRECTOR

Date: February 1, 2019

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