

**Washington County Service Authority Board of Commissioners**  
**March 28, 2011 Regular Meeting Minutes**

The regular meeting of the Washington County Service Authority Board of Commissioners was called to order by the Chairman at 7:00 PM.

**ROLL CALL**

Commissioners Present:

Mr. Joe Chase, Chairman  
Mr. D.L. Stout, Vice Chairman  
Mr. Prince Coleman  
Mr. Devere Hutchinson  
Mr. Dwain Miller  
Mr. Kenneth Taylor

Commissioners Absent:

Mr. Frank Stephon, IV

Staff Present:

Robbie Cornett, General Manager  
Kimberly Harold, Controller  
Amanda Paukovitz, Administrative Assistant  
Mark Osborne, Technical Manager

Consultants Present:

Randall Hancock, PE, Draper Aden Assoc.  
Matthew Lane, PE, The Lane Group, Inc.  
Kevin Heath, PE, Adams-Heath Engineering  
Rick DiSalvo, PE, Draper Aden Associates

Also Present:

Mr. Mark Lawson, General Counsel  
WCSA Employees

**3. Approval of the Agenda**

Mr. Cornett presented the Board with an Amended Agenda for their consideration; changes/omissions are indicated in red text. Mr. Stout made the motion to approve the Amended Agenda. Mr. Stout's motion was seconded by Mr. Coleman and was approved by a 6-0-0-1 vote of the Board.

**4. Public Query & Comment**

There was no Public Query & Comment.

**5. Approval of the Consent Agenda**

- Minutes: January 24 Regular

Meeting & January 24 Recessed Meeting (Held on 2/28/11).

- Routine Reports for February 2011 (erroneously listed on the Agenda as February 2010).
- Financial Statement for February 2011 (erroneously listed on the Agenda as February 2010).
- Check Register and General Manager Financial Report for February 2011 (erroneously listed on the Agenda as February 2010).

Mr. Miller made the motion to approve the Consent Agenda. Mr. Miller's motion was seconded by Mr. Hutchinson and was approved by a 6-0-0-1 vote of the Board.

**6. Engineer's Report and Update**

*Mr. Kevin Heath of Adams-Heath Engineering reported on the following projects:*

• **Whites Mill Road Improvements**

Since the last meeting, two contractors have been actively working on the project. Tipton Construction (line work contractor) has two crews in place within the Town of Abingdon. They have installed little over a mile of 8" waterline, to date; they are doing a good job thus far. Mid-Atlantic Construction (tank contractor) has started work on the tank site and access road. To date, there has been no action on the third contract (pump station). The contractor is planning to mobilize and the materials have been ordered. Due to weather, the materials have not yet been delivered and work has been unable to progress.

*Mr. Randall Hancock of Draper Aden Associates (DAA) reported on the following projects:*

• **Route 58 Water Storage Tank**

The grading work is pretty well finished. The site is ready for the tank contractor

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(Contractor #2) to move in. They were supposed to move in today. However, this has not been confirmed, due to the weather. The project is moving along. DAA is working with WCSA Staff to coordinate new schedules and keep the project moving.

- **Exit 13, Phase 1 Sewer Project**

DAA was waiting on some permits from the Corps of Engineers; the permits have been received. They were supposed to receive responses from the two Indian groups reviewing historical aspects by March 20. There have been no responses to RD and the deadline has passed. DAA is working on some comments from WCSA Staff. Mr. Lawson noted that easements are percolating along.

- **Exit 14 Interceptor**

The project involves a fairly moving target with all parties involved, especially in regards to easements. DAA is working with WCSA Staff and property owners within the project area. Mr. Hancock is unsure whether that is going well or not at this point. They are working with WCSA Staff to get issues with the project resolved.

***Mr. Matthew Lane of The Lane Group, Inc. reported on the following projects:***

- **Interim Water Treatment Plant Expansion (4.6 to 6.6 MGD)**

Construction is approximately 60% complete, as the contractor is right on schedule. Sedimentation basins 1, 2 and 3 are complete and the corresponding equipment appears to be working properly. The applied water turbidity is significantly lower and the filter run times are increasing. They are already seeing positive effects of the project.

- **New Raw Water Intake, Raw Waterline and Drinking Water Treatment Plant Expansion (6.6**

- MGD to 12 MGD)**

The contractor is fully mobilized and work is proceeding at full speed. The raw water intake contractor has submitted most of his shop drawings, which are currently being reviewed; he plans to be on site in late April. The contractor will be unable to do the work in the lake this year until the water levels drop back down. The raw waterline contractor is well along and the entire area is cleared for line. About 5,000 of the 15,000 LF of line has been installed, to date.

- **Galvanized Line Replacement Project**

The project is "wide open" and crews are working in all three areas. Mr. Lane has been very pleased by the work of the contractors, as they are doing well with the work and are cleaning up after themselves. He noted that WCSA Maintenance Crews have done a great job and deserve to be commended also.

- **WCSA Administration Building**

They still do not have a home for a lot of the WCSA Staff, but that will hopefully change soon. An advertisement for new roof bids is being created. They hope to have bid results for consideration at the April Board Meeting.

- **Western Washington County Sewer Study**

They have completed review of the alternatives and are having a final meeting with WCSA Staff this Wednesday to go over the work.

Mr. Lane offered to answer any questions the Board may have. Mr. Cornett asked if they have found any leaking galvanized water lines as they are being replaced; Mr. Lane affirmed they have found quite a bit. Specifically, they found about 10 feet of galvanized line in Lowry Hills that had six clamps

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on it from repairs. Mr. Lane reiterated that the Galvanized Line Replacement Project will be of large benefit.

**7. Water & Wastewater Construction Projects Report and Update**

In Mr. Canody's absence, Mr. Cornett referred to the Engineering Report in the Board Books, printed on purple paper. He had no additional updates to provide. Mr. Cornett offered to answer any questions the Board may have.

**8. General Manager's Report & Update**

Mr. Cornett referenced his General Manager's report at the Board's stations. He reported on the following noteworthy WCSA performance & accomplishments from all departments during February:

**Water Production**

- Produced over 184 million gallons of drinking water.

**Distribution**

- Coordinated the outside purchase of more than 36 million gallons of drinking water, bringing the total drinking water distributed to our customers to about 7.1 million gallons per day.

**Meter Department**

- 72 customers were telephoned following unusually high usage (Note: this is relatively low).

**Customer Service**

- More than \$15,000 was abated for 91 customer bills (Note: this is higher than normal).
- \$3,261.96 was written off as bad debt more than three years old.
- 6 water taps and 0 wastewater taps were applied for.
- Handled 138 reconnections/transfer of service requests in the last month.
- Late charges were added to more than 4,300 accounts.

**Maintenance**

- Had a very busy month.

- Repaired 35 leaks and 11 major breaks.
- Constructed 9 water taps.
- Responded to 49 after hour call-outs.

**Wastewater**

- Treated more than 10 million gallons of wastewater in the last month.

**Accounting**

- Continues to pursue the Debt Setoff Collection Program. Over \$121,000 has been submitted, to date. Little more than \$14,000 was matched for 120 claims. Through the Debt Set-Off Program, \$3,800 has officially been collected and little more than \$1,500 has been paid by customers prior to collection.

**Administrative Items**

- February resulted in no change to the nonresidential connection fees that are *pending* or *paid for* in our water and sewer systems for the current fiscal year.

Mr. Cornett offered to answer any questions the Board may have. Upon Mr. Lawson's inquiry, Mr. Cornett clarified that 4,300 accounts (out of less than 21,000 accounts) had late charges added this past month.

**9. Consideration of an Amendment to the WCSA Draper Aden Associates Engineering Contract for the Exit 14 Sewer Interceptor Project**

Mr. Hancock provided background information, dating back to November 2009. He noted that DAA presented a task order to WCSA for providing plans for the Exit 14 Interceptor. This interceptor comes through the Yearly Property and up through the SWVA Land Development Property, where the Wal-Mart was to be built. As part of that contract, the plans had been prepared by an engineer out of Tennessee that the Wal-Mart developer had hired. The plans had gone through the Town of Abingdon (the "Town") and the Department of Environmental Quality (DEQ) to be reviewed. WCSA Staff had

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asked if DAA could utilize some of these plans; DAA agreed to try and do work on and with the plans. They proceeded through and tried to get easements. DAA finally got permission to begin work in June 2010. They had five tasks to complete, which were to: update the plans, obtain a stream crossing permit, stake out manholes as planned for the contractors to bid, draft the bid documents and create the construction documents. They finally started and got the stake out in June 2010. Mr. Hancock explained that as they went through what was going on, there had been no easement documentation; this was outside the scope of what was requested. He spoke with the surveyor for United Engineers, who had done no field locations for the easement plats. DAA could do the extra work while completing the stake out, but it would require extra money for the field work. Mr. Hancock explained that they are still continuing to obtain easements. In November, DAA sent a task order to WCSA for some revisions. DAA added about \$700 for the plan revisions; Mr. Hancock clarified what some of the changes were. Since they had already done the survey work, Mr. Hancock found it would be cheaper for DAA to do the plans themselves and not involve the certification of United Engineers. Given that, they had some more to put on the plans. However, the permitting involved a little more work than expected, as there was an increase in surveying. As DAA did not anticipate doing plans, completion of this task involved a little more money. DAA spent a lot of time working on the easement agreement between the Town and two property owners. DAA asked

\$28,000 contract) for the plats, additional surveying and additional work. They thought everything had been worked out and submitted plans to the Town. DAA has found out since completion of the original task order that the Town wanted a separate set of plans for erosion control. For completion of this requested task, DAA is seeking an additional \$1,950. In total, the DAA Amendment requests an addition of \$7,222 to the original contract. Mr. Hancock offered to answer any questions the Board may have.

Mr. Taylor inquired who asked for erosion control plans. Mr. Hancock noted this as action by the Town. He explained that initially, they were able to put this on the plan sheets. However, now the Town is requesting a complete separate set of plans to cover erosion and sediment (E&S) control. Mr. Miller asked if the Town requested a separate plan submittal. Mr. Hancock affirmed and clarified the action taken by DAA. Mr. Chase inquired if part of the increase is due to the plans from the other engineering firm. Mr. Hancock clarified that the increase was due to changes DAA had to make in the alignment. When they had to do the surveying out in the field, DAA found that if they were familiar enough, they could certify the plans themselves; this would be cheaper in the long run to submit and certify the plans themselves. Mr. Chase wanted clarification that DAA completed additional surveying. Mr. Hancock affirmed this, as no one had done easement plats prior. Mr. Chase asked if DAA took that as a red flag when taking over someone else's plans. Mr. Hancock thought they had done a good amount of research, the Town and DEQ had reviewed the plans and DAA thought the

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easements and alignments been agreed upon. Mr. Hancock has been in conversations with the Town, BVU and property owners.

Mr. Cornett explained that WCSA Staff has reviewed the amendment, as presented by Mr. Hancock, and agrees that most, if not all, referenced work has been completed by DAA. This was additional work than what was originally negotiated in the scope. Mr. Hancock confirmed that this was requested by DAA in November and WCSA Staff has been reviewing the request; DAA completed the work.

Mr. Hutchinson asked for clarification of the Town of Abingdon's request. Mr. Hancock explained that according to Jeff Smith, the Department of Conservation and Recreation has been locking down on everyone in the last 12 months or so; the County has done the same. Mr. Hancock referenced similar difficulties with the Route 58 Tank.

Upon inquiry, Mr. Chase clarified the motion at hand. Mr. Taylor asked if this entire Agenda Item was for Exit 13; Mr. Cornett clarified the motion was for Exit 14. When asked, Mr. Hancock expressed that he believes the amendment is for \$7,222. Mr. Cornett clarified that according to [Mr. DiSalvo's] update, an additional \$3,355 was to be added for easement work since November 1; the revised amendment totals \$10,006.30. Mr. Hutchinson inquired why the easement work has cost an excess of \$38,000. Mr. Hancock explained that the figure indicates the project's total cost (i.e. engineering, construction, etc.). Mr. Cornett expressed that the total easement work has totaled \$2,555 plus \$3,355; this was clarified by Mrs. Paukovitz as totaling \$5,910. Mr. Chase reiterated the total project cost as \$38,004.25.

Mr. Chase inquired and Mr. Cornett clarified that all work is now complete. Mr. Hutchinson noted that he can see Amendment #2 is \$1,950, but he is struggling with Amendment #1. Mr. Chase asked if he had any clarification questions for DAA.

Mr. Miller expressed that he understands DAA completed easement work outside the project's scope. He understands that and compensation for the work should follow; DAA did the work and they were not originally asked to do so. However, he feels DAA should have had been able to copy most of the plans. Mr. Hancock expressed that they could have broke it down, but they still would have had to make an original set of plans. Mr. Miller explained that does not call for easement work.

Mr. Hutchinson inquired and Mr. Miller affirmed that the Town requested erosion and sediment control work, so they had to submit the plans differently. For both amendments, the additional work totals \$11,956.30.

Mr. Miller inquired if DAA had the plans ahead of time, prior to drafting the scope. Mr. Hancock explained that United Engineers had prepared plans that were included in the development plans for the Wal-Mart, along with the line. He noted that initially, there was a little bit of realignment on the SWVA Land Development Property. He provided an explanation of further revisions and obstacles. Mr. Miller asked if DAA found this out before or after the scope was set. Mr. Hancock affirmed this was realized after, thus the request for money reflecting the changes. Mr. Miller wondered if under permitting, this work was originally allotted for under the scope. Mr. Hancock explained that yes, it was originally anticipated. Basically, a

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set of specs was covered under the allotment and it used to be all that was requested; additional work is extra. Mr. Miller affirmed that he understands. Mr. Hancock noted there have been some big changes in Washington County. Mr. Miller affirmed he understands this also. Mr. Taylor wanted to "treat [DAA] like a contractor"; he inquired of any room for negotiation. Mr. Hancock expressed they try to be flexible. He noted that a lot has been done that already was not included in the request (i.e. calls made for negotiating easements, etc.).

Mr. Miller inquired of any other places in which the project was under budget. Mr. Hancock expressed that unfortunately, they have only gotten through the first two or three tasks. He affirmed that the bidding should be alright. United Engineers was going to certify the plans; DAA did so themselves, which cut costs.

Mr. DiSalvo explained that three of the phases (bidding, construction administration and post construction) were all part of the original \$28,000. He noted that Mr. Hancock and his team have expended all of that money. Mr. DiSalvo is not coming back to the Board for more, as they could have done. However, he also feels they could have done a better job in some areas. Therefore, the \$19,000 that still needs to be incurred to complete the work will come out of DAA's pocket to make sure they have the whole project complete. He affirmed that Mr. Hancock has poured himself into this project. Mr. DiSalvo explained they whatever it takes, DAA will get the project done and in answer to Mr. Taylor's question, [DAA] "will eat those costs". He feels this project demonstrates an unfortunate situation, as DAA inherited a set of plans

that were less than represented, requiring easement negotiation and realignment after realignment. Mr. DiSalvo noted that they will do whatever the Board thinks is fair. He affirmed that they are here to serve WCSA, and DAA hopes to be here for the long term.

Mr. Taylor assured that the Board wants to pay for all that we owe. He expressed that if someone does not bend to give a little, the contractor eats it. The scenario for engineers and contractors is all about give and take; sometimes you win and sometimes you lose. In regards to the scoping job, in some parts, the scope has changed. He affirmed that ECR and the County have made some changes and things are different. However, Mr. Taylor would feel better if DAA was willing to give a little bit. He noted that the Board has two other clients and they want to be fair across the board. Mr. Taylor agreed to make the motion if there is some kind of deduct; he would like to hear that before making a motion. Mr. DiSalvo offered for DAA to absorb the \$1,950 cost for the separate E&S Plan submittal. Mr. Chase clarified that this would bring the amendment down to \$10,006.30.

Mr. Hutchinson explained that he is the "young kid on the block". However, he noted that lately, month in and month out, the Board has seen amendments come up that have raised flags of skepticism. In response, Mr. Hutchinson has wanted to step back and evaluate; his Board Book is full of his highlighted concerns. He understands scope changes and things happen outside of our control sometimes. However, WCSA is also trying to work on a tight budget and keep costs down. He explained that is why he has questioned some things. Mr. Hutchinson agrees with Mr. Taylor; he

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wants to be fair and pay for the work that has been done. He affirmed that the Board wants to retain DAA for their work, but he would like them to meet the Board halfway. Mr. Hutchinson expressed that, in his opinion, if DAA is willing to cut the \$1,950, it is a reasonable offer. He thanked DAA for this proposal.

Mr. DiSalvo affirmed it as a step in the right direction. He expressed that as Mr. Miller and WCSA Staff heard in [DAA's] interview, if DAA is fortunate enough to keep working with WCSA, [DAA is] going to pour themselves into scope development before any ink is on paper to make sure there is the most exhaustive scope of projects as possible. Mr. DiSalvo noted that DAA does not cherish these moments; "they are embarrassing, it needs to stop month in and month out, and DAA is going to do everything in its power to reverse the trend." Mr. Hutchinson commended DAA for "licking someone else's calf". Mr. Hutchinson appreciates DAA's work, but he is a little skeptical and "hopes they appreciate it"; Mr. DiSalvo affirms that he does.

Mr. Miller made the motion to approve Amendment 1 for \$10,006.30 (see attached). Mr. Miller's motion was seconded by Mr. Hutchinson, and was approved by a Board vote of 6-0-0-1.

**10. Consideration of an Amendment to the WCSA Draper Aden Associates Engineering Contract for the Route 58 Water Storage Tank Project**

Mr. Hancock explained that WCSA has hired DAA to do inspection and geotechnical testing on the Route 58 Tank. He noted that their contract time is about to expire and DAA sees remaining work to be done by the inspector. The

geotechnical work is basically done; DAA believes they will be about \$6,000 under budget. If DAA continues to provide an inspector on site for the completion of the work, the time period will need to extend (due to past weather, etc.). They have calculated approximately a \$6,000 additional cost for the inspector's presence. He explained that this would mean \$12,000 for the work, less the \$6,000 credit from the geotechnical work, equaling about \$6,000 total; Mr. Hancock confirmed these as projections. He explained there will probably not be a full time inspector on-site, as the tank construction will be somewhat intermittent. However, some waterline will require full time inspection to finish.

Mr. Cornett believes Mr. Hancock has covered the situation well. Contract 1's time has exceeded what anyone expected. They hope to make up most of the difference with the geotechnical engineering reduction, leaving an overall increase of about \$6,000 for inspection services.

Mr. Chase inquired if the Board needs to take action; the note in the Board Books says otherwise. Mr. Cornett explained that the Board Book noted incorrectly, and the Board does need to take action.

Mr. Miller made the updated motion to approve the \$6,000 increase to the amendment (see attached), subject to Rural Development (RD) approval (Note: the motion was later changed to the above at Mr. Hancock's suggestion and was clarified by Mr. Cornett). Mr. Miller's updated motion was seconded by Mr. Hutchinson. At the result of the updated motion and revote, the motion was approved by a 5-1-0-1 vote of the Board (1: Mr. Taylor abstained).

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**11. Consideration of an Amendment to the WCSA Lane Group Engineering Contract for the Interim Water Plant Expansion Project**

Mr. Lane explained that this project had an additional engineering budget of \$70,000. Within the \$70,000, there were three tasks estimated to be completed. These tasks include: Geotechnical Investigation (\$10,000), Water Withdrawal Permit Assistance (\$20,000) and Field Survey and Drawing Verification (\$40,000). Now that they have come to the end of the additional services for the project, the Lane Group is proposing to reorganize the use of this \$70,000 budget. They propose to add \$20,000 to the Geotechnical Investigation line item and take \$20,000 out from the Field Survey and Drawing Verification line item; this would result in a \$0 net increase.

Mr. Cornett inquired, as this is an RD project, would this rearrangement also be subject to RD approval? Mr. Lane affirmed this.

Mr. Stout made the motion to approve the amendment (see attached), subject to RD approval. Mr. Stout's motion was seconded by Mr. Coleman and was approved by a Board vote of 6-0-0-1.

**12. Consideration of an Amendment to the WCSA Lane Group Engineering Contract for the Galvanized Line Replacement Project**

Mr. Lane affirmed this agenda item to reflect an identical situation to the last amendment. The Galvanized Line Replacement Project was allotted \$100,000 for additional engineering services. The budget includes: Easements and Property Plats (\$15,000), Compaction Testing (\$35,000), Specialized Topo and Utility Surveys

(\$25,000) and Permitting (\$25,000). Mr. Lane is asking for the Board's favorable consideration to rearrange the budget breakdown. They are looking to add \$10,000 to the Easements and Property Plats line item, [add] \$3,000 to the Specialized Topo and Utility Surveys line item, and deduct \$13,000 out of the Permitting line item; this would result in a \$0 net increase.

Mr. Taylor inquired of the reasoning behind the budget shuffle. Mr. Lane explained that when they create these contracts, which are sent to RD for approval, RD requires a line item breakdown for the \$100,000 of additional engineering services. Mr. Lane explained that once the breakdown is submitted to RD, even though the money is in addition to the budget, kick backs come from bookkeeping if funds are used outside of the approved line item budget breakdown. Mr. Taylor asked if this is for [The Lane Group's] use. Mr. Lane affirmed this. Mr. Cornett confirmed this for The Lane Group and for use by the federal government. Mrs. Harold added it is used for the audit also. Mr. Taylor made the motion to approve the amendment (see attached), subject to RD approval. Mr. Taylor's motion was seconded by Mr. Stout, and was approved by a Board vote of 6-0-0-1.

**13. Consideration of an Emergency Water Resolution**

Mr. Cornett explained that for a number of years, WCSA has had the opportunity to need assistance from some neighboring utilities with water and/or other resources in times of water emergencies; WCSA has had the privilege to provide the same assistance for others as well. As WCSA Staff and Mr. Cornett were recently considering



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various projects and interconnections we have or could have with some of these other utilities, it was realized that there is only one utility that we do not have a connection to: Bristol, Tennessee. WCSA does not have a formal resolution regarding such matters. Mr. Cornett has prepared a resolution for review at the Board's station. Slight changes from the draft in the Board Books are indicated in red. He read an excerpt of the last paragraph of the resolution, which reflects those changes, along with the list of the respective utilities. Mr. Cornett read the following:

[This resolution would authorize] the General Manager or his/her [appointed person] to make Washington County Service Authority water and/or available resources to the following utilities in the event of a bona-fide water emergency, so long as the provision of water and/or resources to the hereafter described utilities does not impede the Washington County Service Authority's distribution system or ability to serve its customers. [Those utilities are:]

- Bristol Virginia Utilities Authority
- City of Bristol, Tennessee
- Intermont Utility District
- Scott County Public Service Authority
- Smyth County Public Service Authority
- Town of Chilhowie, Virginia
- Town of Saltville, Virginia

Mr. Cornett explained that our pipes either interconnect or lie adjacent to these utilities (as is the case with Bristol, Tennessee) and he thought it might be nice gesture on the part of the Board to make this commitment formal. He referenced the resolution prepared for the Board's consideration.

Mr. Chase expressed this resolution sounds like a good idea. He knows WCSA has provided such assistance without a resolution, but it is good to have the commitment officially on the

Books.

Mr. Hutchinson made the motion to approve the resolution (see attached). Mr. Hutchinson's motion was seconded by Mr. Stout and was approved by a Board vote of 6-0-0-1.

**14. Consideration of the Fiscal Year 2011-2012 Budget**

*(Note: Agenda Item #14 was omitted via the Amended Agenda)*

**15. Consideration of WCSA Rates, Fees and Charges**

*(Note: Agenda Item #15 was omitted via the Amended Agenda)*

**16. Consideration of the Procurement Committee's Recommendation Regarding the 2010 WCSA Capital Projects Procurement**

Mr. Cornett referenced a handout at the Board's stations, which includes the Procurement Committee's report. Mr. Cornett read the following: WCSA prepared a Request for Statement of Qualifications (SOQs) for engineering firms, which ran in the Bristol Herald Courier on October 24, 2010 with SOQ's due by 4:30PM on Friday, December 3, 2010. Subsequently, the Board appointed two of its members to be a part of the procurement committee, who would eventually make recommendation to the Board regarding who should be interviewed and hired for each of the advertised projects. The committee was made up of Commissioners Frank Stephon and Dwain Miller, WCSA Staff Doug Canody, April Helbert, Mark Osborne, Tommy Dotson and Robbie Cornett.

On Thursday, February 17, the procurement committee met to review, discuss and consider statements of qualifications provided by multiple firms. Firms recommended by the committee to the Board for interview on February 28 included: Adams-Heath [Engineering],

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Anderson & Associates in partnership with Wiley & Wilson, Dividing Line Surveying and Mapping, Draper Aden Associates and The Lane Group in partnership with Olver Incorporated.

Following the Board's approval of the shortlisted firms for interview, on Wednesday, March 9, 2011, the committee met to discuss and consider further the firms' qualifications for our projects. After the interviews were completed, the committee met at length to discuss the firms' interviews and proposals. This process took approximately twelve hours. Though the firms were closely matched, the committee's decision and recommendation is outlined on the following page.

Further, the committee recommends that negotiations begin with the top ranked offerors for each project, except general surveying services, where we would propose to try and contract with the top two ranked firms. If negotiations are unsuccessful with the top ranked offerors, we would begin negotiations with the second ranked offeror and if unsuccessful there, we would move to the third ranked offeror and so forth. Mr. Cornett noted that the four firms who were interviewed were ranked "1 to 4", with "1" being our most favorable firm and who we would propose to conduct negotiations with. Mr. Cornett read the ranking based on each of the projects being procured for. He read the committee's recommendation as follows:

- **Extension of WCSA Water Supply to Serve Five Areas Currently Served by BVU**
  - 1) The Lane Group
  - 2) Anderson & Associates
  - 3) Adams-Heath Engineering
  - 4) Draper Aden Associates
- **Route 58 Corridor**
  - 1) Adams-Heath Engineering
  - 2) Draper Aden Associates
  - 3) The Lane Group
  - 4) Anderson & Associates
- **Eastern Washington County Water Supply Study**

- 1) Adams-Heath Engineering
  - 2) The Lane Group
  - 3) Anderson & Associates
  - 4) Draper Aden Associates
- **Hidden Valley Water Supply Study**
    - 1) The Lane Group
    - 2) Adams-Heath [Engineering]
    - 3) Anderson & Associates
    - 4) Draper Aden Associates
  - **Monte Vista Drive/Route 91 Improvements**
    - 1) Adams-Heath [Engineering]
    - 2) Draper Aden Associates
    - 3) Anderson & Associates
    - 4) The Lane Group
  - **Smyth Chapel Road Improvements**
    - 1) Adams-Heath Engineering
    - 2) The Lane Group
    - 3) Anderson & Associates
    - 4) Draper Aden Associates
  - **Emory/Meadowview/Glade Spring Wastewater Study**
    - 1) The Lane Group
    - 2) Anderson & Associates
    - 3) Draper Aden Associates
    - 4) Adams-Heath Engineering
  - **Exit 13/14 Phase 2**
    - 1) Anderson & Associates
    - 2) The Lane Group
    - 3) Draper Aden Associates
    - 4) Adams-Heath Engineering
  - **Exit 13/14 Phase 3**
    - 1) Anderson & Associates
    - 2) The Lane Group
    - 3) Draper Aden Associates
    - 4) Adams-Heath Engineering
  - **Lowry Hills Sewer System Extension**
    - 1) The Lane Group
    - 2) Anderson & Associates
    - 3) Draper Aden Associates
    - 4) Adams-Heath Engineering
  - **Sewer Use Regulations & Technical Assistance**
    - 1) The Lane Group
    - 2) Anderson & Associates
    - 3) Draper Aden Associates
    - 4) Adams-Heath Engineering
  - **General Surveying**  
 (Note: They propose to begin

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negotiations with the top two firms.)

- 1) The Lane Group
- 2) Dividing Line Surveying & Mapping
- 3) Anderson & Associates
- 4) Draper Aden Associates

Mr. Cornett concluded the committee's recommendations for Procurement of Engineering Services for the 2010 Capital Improvement Projects. Mr. Chase inquired if the Board has any questions or discussion.

Mr. Miller affirmed that the committee spent a lot of time deciding what they thought was best for each project. Mr. Stout made the motion to approve the committee's 2010 WCSA Capital Improvement Projects and Services Procurement Recommendations. Mr. Stout's motion was seconded by Mr. Taylor and was approved by a 6-0-0-1 vote of the Board.

**17. Closed Meeting: Acquisition and Disposition of Property, Investment of Public Funds & Legal Advice**

Mr. Hutchinson moved that the Board adjourn to Closed Meeting in accordance with the Virginia Freedom of Information Act, Code of Virginia § 2.2-3711 Paragraph (A) (3): Acquisition and Disposition of Property, 2. To Discuss and Consider the Acquisition of Real Property, Code of Virginia § 2.2-3711 Paragraph (A) (6): Investment of Public Funds, 3. To Discuss Various Inter-municipal and Other Agreements, Code of Virginia § 2.2-3711 Paragraph (A) (7): Legal Advice, 4. To Discuss Potential Litigation, 5. To Discuss Various Inter-municipal and Other Agreements, 6. To Discuss Potential Contract Litigation.

In addition to the Board, the presence of Mr. Mark Lawson, WCSA Counsel, and Mr. Robbie Cornett, WCSA General

Manager, are requested.

Mr. Hutchinson's motion was seconded by Mr. Stout and was approved by a 6-0-0-1 vote of the Board. The Board adjourned to Closed meeting at 8:03 PM.

**Return to Public Session**

Upon a motion by Mr. Hutchinson, a second by Mr. Coleman, and a 6-0-0-1 vote of the Commissioners, the Board returned to Public Session at 9:08 PM. Mr. Hutchinson read the following:

**Certification of Closed Meeting**

Whereas, the Washington County Service Authority has convened a Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; And whereas, § 2.2-3712 Paragraph D of the Code of Virginia requires a certification by this Authority that such Closed Meeting was conducted in conformity with Virginia law;

Now, therefore, be it resolved that the Authority hereby certifies that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the Closed Meeting to which this certification resolution applies, and (2) only such public business matters, as were identified in the motion convening the Closed Meeting were heard, discussed or considered by the Authority.

AYE: Mr. Miller, Mr. Hutchinson, Mr. Chase, Mr. Coleman, Mr. Taylor and Mr. Stout.

**18. Late Items**

There were no Late Items.

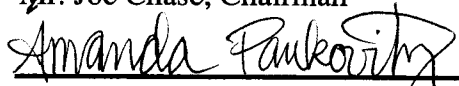
**19. Adjourn or Recess**

Mr. Cornett asked that the Board

**Washington County Service Authority Board of Commissioners**  
**March 28, 2011 Regular Meeting Minutes**

consider recessing the March Regular Meeting until Thursday, April 21, 2011 at 6 PM at the Higher Education Center to meet with the Washington County Board of Supervisors regarding Various Inter-Municipal Agreements and Potential Litigation. He explained that the agenda and meeting materials will be provided closer to the meeting. Mr. Cornett clarified that WCSA would recess this meeting until April 21 at 6 PM; that meeting would then be recessed also to 7 PM. He confirmed that the Board can expect two meetings. Mr. Miller made the motion to recess the meeting. Mr. Miller's motion was seconded by Mr. Stout and was approved by a 6-0-0-1 vote of the Board. The meeting was recessed at 9:10 PM.

  
\_\_\_\_\_  
Mr. Joe Chase, Chairman

  
\_\_\_\_\_  
Amanda Paukovitz, Assistant Secretary

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 1, 2011

**Amendment No. 1 to Task Order No. 09-04**

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1. Background Data:

- a. Effective Date of Task Order Agreement: April 1, 2011
- b. Owner: Washington County Service Authority
- c. Engineer: Draper Aden Associates
- d. Specific Project: Exit 14 Interceptor

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to Services of Engineer
- ☐ Modifications to Responsibilities of Owner
- ☒ Modifications to Payment to Engineer
- ☐ Modifications to Time(s) for rendering Services
- ☐ Modifications to other terms and conditions of the Task Order

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 1, 2011.

OWNER:

By:



Robert Cornett  
General Manager

Title:

Date

Signed:

11 APRIL 2011

ENGINEER:

By:



Randall Hancock, P.E.

Title:

Senior Project Manager

Date

Signed:

4/6/11

This is **Attachment 1**, consisting of 1 page, to Amendment No. 1, dated April 1, 2011, Task Order No. 09-04.

## Modifications

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1. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Plan Revisions &amp; Submission</i>	<i>Lump Sum</i>	<i>\$763.00</i>
<i>Surveying</i>	<i>Lump Sum</i>	<i>\$1,278.30</i>
<i>Easement Maps</i>	<i>Time &amp; Materials</i>	<i>\$5,910.00</i>
<i>Additional Services (Meetings)</i>	<i>Time &amp; Materials</i>	<i>\$1,377.00</i>
<i>Permitting</i>	<i>Lump Sum</i>	<i>\$678.00</i>
<i>Total Requested Amount of Amendment No 1</i>		<i>\$10,006.30</i>

<i>Original Contract Amount</i>	<i>\$28,000</i>
<b>REVISED CONTACT TOTAL:</b>	<b>38,006.30</b>

2. The schedule for rendering services is modified as follows:
  - N/A

**AMENDMENT to**

**Agreement between Washington County Service Authority (Owner)  
and Draper Aden Associates (Engineer), dated March 11, 2010,  
for Route 58 Water Storage Facilities**

This Amendment, dated December 1, 2010, amends the Agreement as indicated below.

**EXHIBIT C – Payments to Engineer for Services**

In Virginia RUS Bulletin 1780-1, Attachment 1, replace Page 2 (as modified by the Amendment dated June 14, 2010) with attached revised Page 2. This Amendment adds nine (9) weeks to the duration of Resident Project Representative Services.


Under Paragraph C.2.06 (Summary of Payments to Engineer), under "Additional Services," change \$43,200 to \$64,800, as follows.

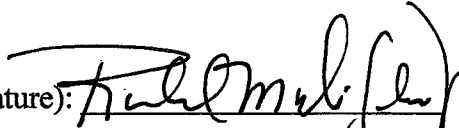
f. Resident Project Representative Services	\$64,800
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The parties hereto have executed this Agreement:

OWNER: Washington County Service  
Authority

ENGINEER: Draper Aden Associates

By (Signature): 

By (Signature): 

Typed Name: Robbie Cornett

Typed Name: Richard M. DiSalvo, Jr., P.E.

Title: General Manager

Title: EVP/COO

Date: 10 JANUARY 2011

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

AGENCY CONCURRENCE:

By : USDA Rural Development

Name: Eddie Smith

Date: 2-22-2011



If a project is divided such that a portion is eligible for TABLE I compensation and the remainder for TABLE II compensation, fee percentages for Basic Engineering services will be determined based on the total estimated construction cost with each corresponding percentage figure applied to the appropriate portion of construction. The appropriate fee percentage should be computed based on an interpolated value and rounded to the nearest tenth of a percent.

	<u>Cost</u>	<u>Basic Fee %</u>
For example:		
Treatment Plant	\$400,000	15.2
Distribution System	\$50,000	14.2
Water Tank	<u>\$50,000</u>	10.0
Construction Cost	\$500,000	

Projects bid simultaneously shall be considered as one project for the purpose of computing Basic Engineering fees and project representation fees.

For the purpose of calculating fees, construction cost estimates do not include construction contingencies.

Add a new paragraph C.2.04 with the following text:

(Check the applicable paragraph)

\*\* [Construction observation services for the earthwork portion of the work are included in Geotechnical Construction Phase Services, which include Quality Control, Monitoring, Testing, and Inspection. Additional construction observation services, listed below, are for the waterline and tank construction portions of the work.]

- ☒ A. Full-time project representation will be billed monthly on an hourly basis for the time the inspector spends at the project site. It is estimated that the project representation services will be necessary for 27 40 hour weeks and the hourly fee for the resident project representative will be \$60 per hour. This hourly fee includes any cost associated with Reimbursable Expenses. The total estimated not to exceed fee for this resident project representative is \$64,800.

Billing for additional resident project representatives will also be based on the amount of time the resident project representative(s) spend at the project site. It is estimated 1 additional resident project representative(s) will be provided for an estimated    hours each. The hourly fee for the additional resident project representative(s) will be \$   per hour. This hourly fee includes any cost associated with Reimbursable Expenses. The total estimated not to exceed fee for the additional resident project representative(s) is \$      .

The total estimated not to exceed figure for full-time project representation is \$      .

- B. Part-time project representation will be billed monthly on an hourly basis for the time the resident project representative spends at the project site. It is estimated that the resident project representative's services will be required for a total of        hours. The hourly fee for this resident project representative will be \$       per hour. This hourly fee includes any cost associated with Reimbursable Expenses. The total estimated not to exceed fee for part-time project representation is \$      .

**AMENDMENT to**  
**Agreement between Washington County Service Authority (Owner)**  
**and Draper Aden Associates (Engineer), dated March 11, 2010,**  
**for Route 58 Water Storage Facilities**

This Amendment, dated November 1, 2010, amends the Agreement as indicated below.

**EXHIBIT C – Payments to Engineer for Services**

Under Paragraph C.2.05.A.1, change \$143,300 to \$154,800. Under Paragraph C.2.06.A (Summary of Payments to Engineer), under "Additional Services", change \$143,300 to \$154,800, and under "Total Estimated Contract Amount", change \$478,800 to \$490,300.

Under Paragraph C.2.06, under "Additional Services", change "Off-site Permitting" to "Additional Permitting" and increase the amount from \$4,500 to \$12,500. These additional services were required due to additional DCR and County requirements, including the County's re-review of the previously approved erosion and sediment control plan and narrative, and subsequent requirements to provide a much more detailed phased erosion and sediment control plan and narrative, consisting of three phases. This Amendment assumes that off-site permitting will not be required.

b. Additional Permitting \$12,500

Under Paragraph C.2.06 (Summary of Payments to Engineer), under "Additional Services", add "Design of Additional Storm Drain" with an amount of \$3,500. These additional services were required due to the addition of approximately 1,400 linear feet of storm drain after the project was bid, which required revisions to the plans, stormwater quality calculations, and property and easement information.

g. Design of Additional Storm Drain \$3,500

The parties hereto have executed this Agreement:

OWNER: Washington County Service Authority

ENGINEER: Draper Aden Associates

By (Signature): Robbie Cornett

By (Signature): Richard M. DiSalvo, Jr., P.E.

Typed Name: Robbie Cornett

Typed Name: Richard M. DiSalvo, Jr., P.E.

Title: General Manager

Title: EVP/COO

Date: 10 JANUARY 2011

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

AGENCY CONCURRENCE:

By: USDA Rural Development

Name: Eddie Smith

Date: 2-22-2011

**AMENDMENT #1**

To the Engineering Contract for Interim Water Plant Expansion

This is Amendment #1, consisting of 3 pages, referred to in and Part of  
the Agreement between OWNER and ENGINEER for Professional  
Services – Funding Agency Edition, dated April 13, 2010.

Initial:  
OWNER \_\_\_\_\_  
ENGINEER \_\_\_\_\_

**GENERAL**

The Budget for Additional Engineering for the Project was set at \$70,000 and was broken down as follows:

Geotechnical Investigation	\$10,000
Water Withdrawal Permit Assistance	\$20,000
Field Survey and Drawing Verification	\$40,000


In the course of the performance of the work, the actual costs for the Additional Engineering Tasks have varied. As a result of this variation, the Engineer is requesting that the Budget Line Item amounts be adjusted to match the actual costs as follows:

Geotechnical Investigation	\$30,000
Water Withdrawal Permit Assistance	\$20,000
Field Survey and Drawing Verification	\$20,000

The Owner concurs in this adjustment and this Amendment # 1 Changes the Additional Engineering Budget Line Items in accordance with the Engineer's request.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, the Effective Date of which is February 17, 2011.

OWNER: Washington County Service Authority ENGINEER: The LANE GROUP, INC.

By (Signature):  By (Signature): \_\_\_\_\_

Typed Name: Robbie Cornett Typed Name: Bobby R. Lane, P.E.

Title: General Manager Title: Project Manager

Date: 04 APRIL 2011 Date: \_\_\_\_\_

AGENCY CONCURRENCE: USDA- Rural Development

By (Signature): \_\_\_\_\_

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

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

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

**AMENDMENT #1**

To the Engineering Contract for Galvanized Line Replacement

This is **Amendment #1**, consisting of 3 pages, referred to in and Part of  
the **Agreement between OWNER and ENGINEER for Professional  
Services – Funding Agency Edition**, dated April 13, 2010.

Initial:  
OWNER \_\_\_\_\_  
ENGINEER \_\_\_\_\_

**GENERAL**

The Budget for Additional Engineering for the Project was set at \$100,000 and was broken down as follows:

Easements and Property Plats	\$15,000
Compaction Testing	\$35,000
Specialized Topo and Utility Surveys	\$25,000
Permitting	\$25,000


In the course of the performance of the work, the actual costs for the Additional Engineering Tasks have varied. As a result of this variation, the Engineer is requesting that the Budget Line Item amounts be adjusted to match the actual costs as follows:

Easements and Property Plats	\$25,000
Compaction Testing	\$35,000
Specialized Topo and Utility Surveys	\$28,000
Permitting	\$12,000

The Owner concurs in this adjustment and this Amendment # 1 Changes the Additional Engineering Budget Line Items in accordance with the Engineer's request.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, the Effective Date of which is February 17, 2011.

**OWNER: Washington County Service Authority ENGINEER: The LANE GROUP, INC.**

By (Signature):  By (Signature): \_\_\_\_\_

Typed Name: Robbie Cornett Typed Name: Bobby R. Lane, P.E.

Title: General Manager Title: Project Manager

Date: 04 APRIL 2011 Date: \_\_\_\_\_

AGENCY CONCURRENCE: USDA- Rural Development

By (Signature): \_\_\_\_\_

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

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

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

Washington County Service Authority

RESOLUTION

**WHEREAS**, the Washington County Service Authority is a water and wastewater utility operating in Washington County Virginia;

**WHEREAS**, the Washington County Service Authority's water distribution system is able to connect to seven adjoining utilities hereinafter described;

**WHEREAS**, the Washington County Service Authority could, has or continues to purchase water from, sell water to, or has formed a regional partnership with, said utilities;

**WHEREAS**, the Washington County Service Authority believes that in the event of a bona-fide water emergency, it should provide water and/or available resources to any of the said utilities so long as it is in a position both physically and financially to do so until the water emergency ends;

**THEREFORE, BE IT RESOLVED**, the Washington County Service Authority's Board of Commissioners hereby authorizes the General Manager or his/her designee to make Washington County Service Authority water and/or available resources to the following utilities in the event of a bona-fide water emergency, so long as the provision of water and/or resources to the hereafter described utilities does not impede the Washington County Service Authority's distribution system or ability to serve its customers:

Bristol Virginia Utilities Authority  
City of Bristol Tennessee  
Intermont Utility District  
Scott County Public Service Authority  
Smyth County Public Service Authority  
Town of Chilhowie Virginia  
Town of Saltville Virginia

Motion by: HUTCHINSON

Seconded by: STOUT

Aye 6 Nay 0 Absent 1

This 28 day of March 2011

Joe Chase  
Joe Chase, Chairman

Attest:  
Amanda Paukovitz  
Amanda Paukovitz, Assistant Secretary/Treasurer