



COMMONWEALTH of VIRGINIA

Karen Shelton, MD
State Health Commissioner

Department of Health
P O BOX 2448
RICHMOND, VA 23218

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

R. Christopher Lindsay
Chief Operating Officer

December 15, 2025

Subject: Town of Bowling Green GIS Utility
Mapping and Asset Management
PWSID: 6033550
Fund #: PF 365-25

India Adams-Jacobs, Manager
Town of Bowling Green
117 Butler Street
Bowling Green, VA 22427

Re: Drinking Water Program
Capacity Development
Planning and Design Funding

Dear Ms. Adams-Jacobs:

The Office of Drinking Water (ODW) staff has reviewed your application for planning and design funds, received on January 3, 2025. ODW is pleased to offer your waterworks the enclosed Planning Fund Agreement, which reflects State Revolving Loan funding not to exceed \$30,000.00 for the above referenced project. Specific details of the award are included within the Agreement which includes 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.

Please send all procurement documentation and information to Mr. Howard Eckstein, Project Officer, at Howard.Eckstein@vdh.virginia.gov 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:

- a. Documentation of your good faith efforts to solicit MBE/WBE participation
- b. Professional Services Procurement Review Checklist (template attached)
- c. Proof of date RFP was issued (Certificate of Publication)
- d. Copy of evaluation criteria used
- e. Ranking of respondents
- f. Statement detailing with whom negotiations were conducted
- g. 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 (a), (b), and (c) listed above.

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.

If you have any questions or need clarification concerning the foregoing, please contact me at Jarrett.Talley@vdh.virginia.gov or 804-317-0140. **Please return the Agreement to me no later than December 19, 2025.**

Sincerely,



box SIGN 17YYP8VY-1365LLL8
Jarrett Talley, Director

Division of Training, Capacity Development and Outreach

Enclosure

cc: The Honorable Richard H. Stuart
The Honorable Hillary Pugh Kent
Chip Boyles, Goerge Washington Regional Commission Executive Director
Sarah Rowe, ODW Sustainability Coordinator
James Reynolds, Richmond Field Office Director
Anthony Hess, 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: Town of Bowling Green GIS Utility Mapping and Asset Management; PF 365-25

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 Howard.Eckstein@vdh.virginia.gov, to satisfy Engineering Procurement Procedures.*

Project No. : PF 365-25 Date: _____

Project Name: Town of Bowling Green GIS Utility Mapping and Asset Management

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 365-25

This agreement entered into this 22 day of December, 2025 by the Town of Bowling Green, 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 I

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. All deliverables identified in this project shall be submitted to the ODW Southeast Virginia Field Office with copy to the ODW Training, Capacity Development & Outreach Director. The detailed Scope of Work is in **Exhibit A** of this Agreement and includes the development of an asset management program and staff training on the GIS system and asset management program. 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 \$30,000.00 (thirty 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 ODW Training, Capacity Development & Outreach Director 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 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.


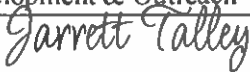
5.10 Termination. This Agreement may be terminated if insufficient progress is being made on the project.

ARTICLE VI SPECIAL CONDITIONS

6.0 There are no special conditions associated with this planning fund. Town of Bowling Green 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:	Town of Bowling Green
FEI / FIN:	54-6004151
Name:	Ms. India Adams-Jacobs
Title:	Town Manager
Signature:	
Date:	December 22, 2025

DEPARTMENT:	Virginia Department of Health
FEI/FIN:	54-6001775
By:	Mr. Dwayne Roadcap
Title:	Director, Office of Drinking Water
Signature:	 <small>box SIGN 17JYZQXY-4Y95J56Y</small>
Date:	Dec 23, 2025
By:	Mr. Jarrett Talley
Title:	Director, Training, Capacity Development & Outreach
Signature:	 <small>box SIGN 17YYP8VY-1365LLL8</small>
Date:	Dec 15, 2025

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. 88-352.¹

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].

¹ 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 A

PROJECT DESCRIPTION, BUDGET & SCHEDULE

Recipient: Town of Bowling Green Planning Fund #: PF 365-25
 Project: Town of Bowling Green GIS Utility Mapping and Asset Management

The Town of Bowling Green waterworks lacks an asset management program, which contributes to issues with deferred maintenance, unanticipated water system problems, and a lack of knowledge regarding assets' remaining useful life. and has digitally mapped their water system with a GIS platform, but they do not yet have a program to manage those mapped assets. They have digitally mapped their water system with a GIS platform, and their next step is to add asset management information to this software. The activities funded through this Planning and Design grant will involve: collecting and organizing performance, condition, and maintenance data for all major system components; determining asset remaining useful life; and prioritizing high-risk infrastructure. The waterworks will submit these components of the asset management plan as their deliverable.

The following budget should reflect all fund eligible costs associated with the project.

ACTIVITY	ESTIMATED COST	START DATE	PROJECTED COMPLETION DATE
Develop Asset Management Program	\$26,000.00	February 1, 2026	July 1, 2026
GIS and Asset Management Training	\$4,000.00	May 1, 2026	July 1, 2026
VDH Funding Total =	\$ 30,000.00	(VDH funding will not exceed \$ 30,000.00. The owner will provide or obtain funds to complete the planning activity.)	

VDH reserves the right to bypass the planning fund and withdraw funding if the above schedule is not met.

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

Date

Subject: Town of Bowling Green
Water: PWSID 6033550
VDH Planning Fund # PF 365-25

Jarrett Talley, Director
Training, Capacity Development & Outreach
VDH-Office of Drinking Water
Madison Building, 6th Floor
109 Governor Street
Richmond, Virginia 23219

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

Dear Mr. Talley:

This requisition, Number _____, is submitted in connection with the Planning Fund Agreement, dated Month Day, Year, between the Virginia Department of Health (Department) and the Town of Bowling Green ("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

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

REQUISITION # _____

RECIPIENT: Town of Bowling Green VDH PLANNING FUND NUMBER: PF 365-25

CERTIFYING SIGNATURE: _____

TITLE: _____

DATE: _____

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures		Net Balance Remaining
				To Date		
Develop Asset Management Program	\$26,000					
GIS and Asset Management Training	\$4,000					
VDH Funding Total =	\$ 30,000.00					

Total Amount **\$ 30,000.00**

Previous Disbursements \$ _____

This Request \$ _____

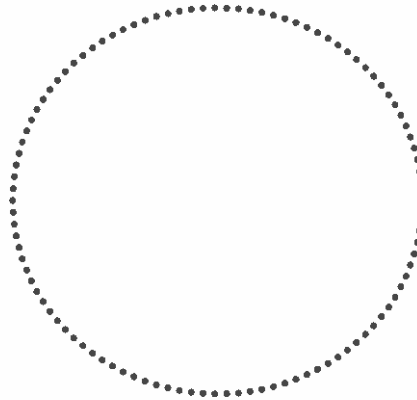
Fund Proceeds Remaining \$ _____

CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

VDH Planning Fund # PF 365-25

This Certificate is submitted in connection with Requisition Number _____, dated _____, _____, submitted by Town of Bowling Green. 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