



TOWN OF OCCOQUAN
Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street
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Occoquan, VA 22125
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Occoquan Town Council
Regular Meeting
July 16, 2019 | 7:00 p.m.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.
4. **Approval of Minutes**
 - a. **June 4, 2019 Regular Meeting Minutes**
 - b. **June 18, 2019 Work Session Meeting Minutes**
5. **Mayor's Report**
6. **Councilmember Reports**
7. **Staff Reports**
 - a. Town Attorney
 - b. Town Engineer
 - c. Building Official
 - d. Town Manager
 - e. Town Treasurer
 - f. Chief of Police
 - g. Boards and Commissions
8. **Regular Business**
 - a. Town Code Review
 - b. Parking Study Recommendation Discussion
 - c. Kayak Ramp Project

Portions of this meeting may be held in closed session pursuant to the Virginia Freedom of Information Act.
A copy of this agenda with supporting documents is available online at www.occoquanva.gov.

- d. Staff Sign Inventory Recommendations
- e. Request to Award Landscape Contract, ITB 2020-001

9. Closed Session

10. Adjournment



OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes- DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, June 4, 2019
7:00 p.m.

Present: Mayor Earnie Porta, Vice Mayor Pat Sivigny, Councilmembers Matthew Dawson, Cindy Fithian, Laurie Holloway, and Eliot Perkins

Staff: Kathleen Leidich, Town Manager; Christopher Coon, Town Clerk; Adam Linn, Chief of Police; Martin Crim, Town Attorney.

1. Call to Order

Mayor Porta called the meeting to order at 7:01 p.m.

2. Pledge of Allegiance

3. Citizens Time

Mercedes Kirkland Doyle, Good News Community Kitchen, asked on behalf of Good News Community Kitchen charity to use River Mill Park for their Back to School Community Cookout and Supply Giveaway. Mayor Porta responded saying that Good News Community Kitchen would need to pay \$500 for using River Mill Park and the town would reimburse the expense to Good News Community Kitchen.

Councilmember Dawson moved to donate \$500 to Good News Community Kitchen for its use of River Mill Park on August 16th.

A motion was made by Councilmember Dawson, seconded by Councilmember Fithian that \$500 be donated to Good News Community Kitchen. Motion passed, unanimously.

John M. Amoda, 309 Commerce St., spoke about street side parking concerns within the Historic District. Mr. Amoda mentioned two public parking spots that were now reserved for Town Staff. Mr. Amoda then asked how many parking spaces Town vehicles require. In particular Mr. Amoda spoke about the Town Manager spot applying to all hours and two police car spots, all within the Historic District. Mr. Amoda proposed that the Town Manager spot be changed to Monday through Friday. Mayor Porta asked Mr. Amoda to remain for the agenda item related to his concern.

Mr. Amoda mentioned that his impression was that Town Council did not seem aware of problems as the posting of a new sign was not approved by Town Council. Councilmember Perkins responded that in regards to parking, Town Council was looking at the big picture.

Kimberly Rolince, 302 Poplar Alley, discussed the parking problems for residents specifically as it can be difficult to unload things from a car for residents on Union St. & Commerce St. Ms. Rolince proposed making two resident only spots in Poplar Alley

Mayor Porta responded that any such restrictions would require devoting enforcement resources. Mr. Crim advised that it would be best implemented as part of the comprehensive parking plan under consideration. Vice Mayor Sivigny commented that the compact car space was in place for the blind zone. Councilmember Fithian asked Councilmember Perkins if compact parking was part of the parking study. Councilmember Perkins responded that the Parking and Traffic Study did not include anything specific to compact cars but that they were part of the discussion.

Ms. Rolince also mentioned driving concerns related to Blocking the Box. Councilmember Fithian suggested to Ms. Rolince that she attend the July 16th Regular Meeting to discuss parking.

4. Approval of Minutes

Councilmember Holloway moved to approve the minutes of May 7, 2019 Public Hearing Minutes.

A motion was made by Councilmember Holloway, seconded by Vice Mayor Sivigny that the minutes of May 7, 2019 be approved. Motion passed, unanimously.

Councilmember Fithian submitted grammatical edits to the May 7, 2019 Regular Meeting Minutes. Councilmember Perkins moved to approve the amended minutes of May 7, 2019 Regular Meeting Minutes.

A motion was made by Councilmember Perkins, seconded by Councilmember Fithian that the amended minutes of May 7, 2019 be approved. Motion passed, unanimously.

Councilmember Perkins moved to approve the minutes of May 21, 2019 Public Hearing Minutes.

A motion was made by Councilmember Perkins, seconded by Councilmember Holloway that the minutes of May 21, 2019 be approved. Motion passed, unanimously.

Vice Mayor Sivigny moved to approve the May 21, 2019 Work Session Meeting Minutes.

A motion was made by Vice Mayor Sivigny, seconded by Councilmember Perkins that the minutes of May 21, 2019 Work Session be approved. Motion passed, unanimously.

5. Mayor's Report

This report is a listing of selected activities that Mayor Porta has performed in his capacity as Mayor since his last report.

Met with Mercedes Kirkland Doyle in regards to the Good News Community Kitchen Charity.

5/14 Met with Bruce Reese about storm water issues on West Locust St.

5/15 Participated in meeting with Ruth Anderson and Fairfax Water regarding the reservoir.

5/18 Participated in Discover Occoquan activities including the blessing of the fleet with Councilmember Holloway, gave a historical tour, and dedicated the new historical marker.
5/23 Present for Ribbon cutting of Urban Posh with Councilmember Fithian.

Mayor Porta asked for Councilmembers to declare if they will be present for the Storm water management meeting with Mark Aveni on June 6th. (This meeting was cancelled, there will be a future meeting on this issue that will be advertised and open to the public.)

Mayor Porta informed Town Council that he intends to discuss a social media policy for the town. Mayor Porta proposed using one additional social media platform as an alternative to Facebook. Councilmember Holloway suggested implementing a social media plan. Mr. Crim mentioned his experience in creating social media policies that are sensitive to First Amendment rights.

6. Councilmember Report

Councilmember Perkins volunteered at Discover Occoquan including the dedication of the new historical marker. Councilmember Perkins congratulated the owners of Urban Posh on their opening. Councilmember Perkins also reported on the Planning Commission's discussion about parking and additional town entrances.

Councilmember Holloway attended the blessing of the fleet with Mayor Porta and spoke with Occoquan River Maritime Association about cross promotion during Discover Occoquan. Councilmember Holloway also volunteered at the Spring Craft Show.

Councilmember Fithian attended Urban Posh ribbon cutting and volunteered at the Spring Craft Show. Councilmember Fithian asked Mr. Crim if he had any conversation about Occoquan residents using the Moorings of Occoquan Pool. Mr. Crim responded that he had not. Mayor Porta said that he did not believe the Town Attorney should initiate contact as any decision needs to be made by Moorings of Occoquan.

Councilmember Dawson volunteered at the Spring Craft Show.

Vice Mayor Sivigny offered congratulations about the Spring Craft Show and also asked that more details about RiverFest plans be settled.

7. Staff Reports

A. Town Attorney:

Mr. Crim briefed Town Council about the engagement letter for Quist and Associates, LLC. Mr. Crim also worked on the new the landscape contract with staff. Mr. Crim did consult with the Zoning Administrator and Town Manager about the parking ordinance and definition of a bedroom.

Councilmember Holloway inquired about whether the landscape contract dealt with the problems caused by the contractors sandblasting causing damage to cars. Mr. Crim responded that it could be added to contract.

Councilmember Perkins asked if the contract was made with a professional landscaper to keep tending seasonally based. Ms. Leidich responded that the contract is seasonally based and has fourteen sites of maintenance. Mayor Porta also responded that the original contract was made with a landscape contractor and has been updated since then.

Mr. Crim was released at 9:25 p.m. with no objections.

B. Town Engineer:

Mr. Reese, Town Engineer, submitted a report as part of the meeting agenda but was not present.

Councilmember Perkins asked what the communication problem was with the Virginia Department of Conservation and Recreation in regards to the Kayak Ramp. Ms. Leidich responded that there were limited responses when asked. Mayor Porta will be contacting the State representatives to inquire about reallocation of funding for the project.

Councilmember Holloway asked for Mr. Reese to have his name on The Engineer's Report moving forward.

C. Building Official:

Prince William County's report was submitted as part of the meeting agenda. No questions were received.

D. Town Manager:

Ms. Leidich submitted a manager's report as part of the meeting agenda. Ms. Leidich had four points to bring to Town Council, 1.) Congratulated Julie and company for the success of the Spring Craft Show, 2.) Informed Town Council that a new American Flag for Town Hall is being acquired due to the current flag being damaged, 3.) Mentioned that the landscape contract posting has been posted, 4.) Asked Town Council to make the July 1st week a Town Staff work week. This was agreed upon with no objections.

Mayor Porta identified four items he wants staff to report to the Council on each month with regards to planning for the revised spring show. They are; 1.) Revenue projections from vendor fees and attendee tickets, 2.) Other revenue sources such as sponsorships, 3.) Updates on street closures, 4.) Staff workload required for events.

Vice Mayor Sivigny spoke about how important a two day event was. Councilmember Fithian agreed and spoke about the importance of more definitive planning to answer questions. Councilmember Perkins discussed growing new events.

Councilmember Holloway asked for the newest set of comments and revisions for the Mill at Occoquan.

E. Town Treasurer:

Ms. Rodriguez submitted a treasurer's report as part of the meeting agenda. Mayor Porta asked why the sums did not add up. Mr. Coon responded that the error was found and corrected.

F. Chief of Police:

Chief Linn reported on an incident on Sunday morning about an alleged abduction and brandishing of a firearm. The incident was resolved with no injuries or property damage. Councilmember Holloway asked if an arrest was made and Chief Linn answered in the affirmative but that the investigation is ongoing.

G. Boards and Commissions:

Ms. Seefeldt reported with Councilmember Holloway that the Architectural Review Board spoke about, 1.) Temporary signs and banners being posted throughout town longer than permitted, 2.) Thanked Town Council for allowing ARB to provide comments on the Comprehensive Town Sign Inventory and Recommendations.

8. Regular Business**A. Request to Adopt and Appropriate Fiscal Year 2020 Budget and Tax Rates**

Tax items were voted on individually by Roll Call Vote. The adoption of the FY 2020 Budget and Tax Rates was moved up with unanimous consent to follow agenda item 8d. Town Vehicle Parking Discussion and agenda item 4. Approval of the Minutes.

A motion was made by Councilmember Perkins, seconded by Councilmember Holloway that the Real Estate Tax Rate for FY 2020 be set at \$0.12 per \$100 of assessed value. Motion passed, unanimously.

A motion was made by Councilmember Fithian, seconded by Councilmember Holloway that the Meals Tax Rate for FY 2020 be set at 3%. Motion passed, unanimously.

A motion was made by Vice Mayor Sivigny, seconded by Councilmember Dawson that the Transient Tax Rate for FY 2020 be set at 2%. Motion passed, unanimously.

A motion was made by Councilmember Holloway, seconded by Councilmember Fithian that the FY 2020 budget as presented be adopted and appropriate the funds for the expenditures shown in the budget. Amended motion passed, unanimously.

A motion was made by Councilmember Dawson, seconded by Vice Mayor Sivigny that the Capital Improvement Fund for FY 2020 be adopted. Motion passed, unanimously.

A motion was made by Councilmember Perkins, seconded by Councilmember Holloway that the Mamie Davis Fund for FY 2020 be adopted. Motion passed, unanimously.

A motion was made by Councilmember Fithian, seconded by Vice Mayor Sivigny that the Craft Show Budget for FY 2020 be adopted. Motion passed, unanimously.

Mayor Porta asked that a copy of the adopted line item budget be provided to all Town Council members by Town Staff. Ms. Leidich responded that staff would do so.

B. Use of Town Fleet Vehicle

Ms. Leidich reported to Town Council the sale of the Crown Victoria vehicle. Ms. Leidich then spoke about the proposed repurposing of the fleet vehicle for town activities.

Vice Mayor Sivigny commented that renting a vehicle would be cheaper for event use due to heavy repair cost. Councilmember Perkins mentioned that his understanding was that the water pump breaks on the Town vehicle were repaired for the purpose of selling. Ms. Leidich responded that repurposing the vehicle will lower maintenance cost because it will be used less than when it was commissioned as a police vehicle.

Councilmember Fithian asked how often a repurposed Town Fleet Vehicle would be used. Ms. Leidich responded that three to four times a month plus events is the intention.

Vice Mayor Sivigny moved to sell the Town Fleet Vehicle.

A motion to sell the Town Fleet Vehicle was made by Vice Mayor Sivigny, seconded by Councilmember Dawson. Motion passed, unanimously.

C. Request to Contract On-Call Financial Consulting Services

Mayor Porta shared his views that he wants any potential contract to be a teaching accommodation not performing part of the treasurer's duties. Councilmember Holloway moved to set a not-to-exceed amount of \$5000 to contract with Quist & Associates, LLC.

A motion to set a Not-To-Exceed amount of \$5000 was made by Councilmember Holloway, seconded by Councilmember Fithian that the contract with Quist & Associates, LLC. be adopted. Motion passed, unanimously.

D. Town Vehicle Parking Discussion

This agenda item was moved up with unanimous consent to follow 4. Approval of the Minutes. Mayor Porta spoke about his views on the current state of Town vehicle parking. Of particular concern was occupying spaces within the Historic District and how on duty police officers functionally occupy three spaces. Ms. Leidich responded that historically there have been two Town Staff spots. Ms. Leidich also said that on duty officers functionally take two spaces because of where their personal cars are parked.

Councilmember Fithian asked Chief Linn why the Occoquan Police Department requires two parking spots on Ellicott St. Chief Linn responded that officers taking business spots can cause larger problems. Chief Linn recounted past security issues with police cruisers and the safety of video surveillance on current police parking spots. Chief Linn responded to questions from Councilmembers Perkins and Holloway that without reserved spots Officers have difficulty moving gear when two officers are on duty. Mayor Porta proposed that only two spots be reserved for all of Town Staff. Mayor Porta asked Town Staff to use the River Mill Park cul-de-sac.

Vice Mayor Sivigny moved to remove the second Police Parking Only sign on Ellicott St.

A motion was made by Vice Mayor Sivigny, seconded by Councilmember Dawson that Police Department parking have one spot removed. Motion passed, unanimously.

Mayor Porta asked Town Staff and Councilmember Dawson to speak with Mr. Brill about the placement of town equipment at the Annex and the parking it requires.

9. Closed Session

Vice Mayor Sivigny moved that the Council convene in closed session to discuss the following as permitted by the Virginia Code Section 2.2-3711(A)(1), Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of all public officers, appointees, or employees of any public body. Councilmember Holloway seconded. Ayes: all, by voice vote. Closed session began at 9:54 p.m.

The Council came out of Closed Session at 10:33 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember Holloway seconded. Result of roll call vote: Ayes: Vice Mayor Sivigny, Councilmembers Dawson, Fithian, Holloway, and Perkins. Nays: None.

10. Adjournment

The meeting was adjourned at 10:35 p.m.

Christopher Coon
Town Clerk



OCCOQUAN TOWN COUNCIL
Work Session Meeting Minutes-DRAFT
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, June 18, 2019
7:00 p.m.

Present: Mayor Earnie Porta, Vice Mayor Pat Sivigny, Councilmembers Cindy Fithian, Laurie Holloway and Eliot Perkins.

Absent: Councilmember Matthew Dawson

Staff: Kathleen Leidich, Town Manager; Christopher Coon, Town Clerk; Adam Linn, Chief of Police; Carla Rodriguez, Town Treasurer; Julie Little, Community and Events Director; Luke Seigfried, Administrative Staffer

1. Call to Order

Mayor Porta called the meeting to order at 7:02 p.m.

2. Regular Items

A. FY 2020 Event Update

Ms. Leidich presented the current trends of the Spring Craft Show including the vendor survey. Ms. Leidich also outlined the reasons to change the Spring Craft Show. The proposed change to RiverFest has several proposed components including an alcohol component, river related activities, and high end art vendors.

Mayor Porta proposed a slalom course for kayaks and paddleboards as the most tenable way for large numbers of people to be on the water while keeping Town expenses low. Vice Mayor Sivigny expressed his concerns about making RiverFest a single day event. Councilmember Fithian asked about criteria for artisans to be selected. Ms. Little responded suggesting that RiverFest vendors could be decided by a jury process. Councilmember Perkins mentioned that he spoke with Ms. Little and Ms. Leidich previous to this meeting about the future of RiverFest. Councilmember Perkins also spoke about different ways to host the alcohol event.

Town Council directed Town Staff to find compatibility between the proposed water activities, the Artisan Walk, and the alcohol event for RiverFest.

B. Kayak Ramp Update

Ms. Leidich reported on the current state of the Kayak Ramp project including the two bids and renewing relevant permits.

C. Sign Inventory Update

Mr. Seigfried presented the Comprehensive Town Sign Inventory without staff recommendations. Mayor Porta provided details on the historical markers and Town jurisdiction. Town Council and Town Staff discussed signs in a Home Owners Association and potential steps in regards to those signs.

Councilmember Fithian spoke about changing a wayfinding sign towards parking on Washington St. Mayor Porta asked Town Staff to find out if the Bird Sanctuary Signs place any restrictions on the Town.

3. Closed Session

Vice Mayor Sivigny moved that the Council convene in closed session to discuss the following as permitted by the Virginia Code Section 2.2-3711(A)(1), a personnel matter involving consideration or interviews of candidates for employment or appointment and 2.2-3711(A)(3), discussion or consideration of the acquisition of real property in Occoquan for a public purpose. Councilmember Perkins seconded. Ayes: all, by voice vote. Closed session began at 9: p.m.

The Council came out of closed session at 11:43 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember Holloway seconded. Result of roll call vote: Ayes: Vice Mayor Sivigny, Councilmembers Dawson, Fithian, Holloway, and Perkins. Nays: None.

3A. Authorize Town Manager to Distribute Salary Pool

Councilmember Perkins moved to authorize Town Manager to distribute a salary pool for FY 2020 of 2.5%.

A motion to authorize the Town Manager to distribute a salary pool for FY 2020 of 2.5% was made by Councilmember Perkins, seconded by Councilmember Fithian. Motion passed, unanimous by voice vote.

4. Adjournment

The meeting was adjourned at 11:45 p.m.

Christopher Coon
Town Clerk



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TOWN COUNCIL
Earnie W. Porta, Jr., Mayor
Patrick A. Sivigny, Vice Mayor
J. Matthew Dawson
Cindy Fithian
Laurie Holloway
Eliot Perkins

TOWN ENGINEER
Bruce Reese, P.E., L.S.

Town Engineer's Report Town Council Meeting – July 2, 2019

Kayak/Canoe Launch – update from last report

Two bids received in July 2017 (Delta Marine and McLean Endeavors), both over budget. Department of Conservation and Recreation (DCR) has indicated possible additional funding from the current \$100,000 to \$283,650. Updates to permits, historic resources, threatened and endangered species discussed. Both bidders confirmed that previous bids are still valid. New contact person at DCR (Jett Johnson). Funding available, Town Engineer and Manager to coordinate with DCR.

River Mill Park – Lower Level Storage Room – no change from last report

Town Staff working with PWC Building Official to correct building permit issues.

Kiely Court Project – update from last report

Land Disturbance Permit issued - construction commenced. Building permit applications have been submitted for both houses, but not yet issued. Minor site plan revision submitted to lower one house to bring it into conformance with the building height requirements. Zoning permits have been issued for both houses. Town staff continues to monitor erosion and sediment controls and parking on/near job site.

Rivertown Project – no change from last report

Land Disturbance Permit issued – construction proceeding.

Vantage Point BMP maintenance – update from last report

Bid received from Total Development Solutions (\$38,730). Lynn property – re-inspected with calculations on channel capacity and protective lining. Town Engineer evaluated runoff onto downstream property and prepared channel improvement plan for owner.

Boundary Branch – no change from last report

Boundary Branch, Vantage Point BMP – various stormwater issues throughout Town.

Tanyard Hill Park (Oaks III) – no change from last report

PWC considering sidewalk along Tanyard Hill Road to connect Occoquan Greenway (trail coming through Tanyard Hill Park) to sidewalk on Ellicott Street.

Approved by PWC BOS 5/15/18 with revised proffers

- Use as park and open space – trails and Stormwater Pond shown on GDP
- Plat vacating lot line when site plan needed - NRA to review first
- Access to potential parking lot for trail head allowed off Tanyard Hill
- Reserve ROW along Tanyard Hill and Old Bridge Roads
- Use LID as part of any development
- Pay \$75 per acre zoned (4.229 acres)

Mill at Occoquan – update from last report

Revised site plan and Special Use Permit applications re-submitted June 12, 2019 – staff report imminent.

-END-

DEVELOPMENT SERVICES - BUILDING DEVELOPMENT

Town of Occoquan - Permit Report

June 2019

Permit Number	Main Address	Description	Permit Type	Permit Status	Permit Workclass	Issue Date	Valuation
BLD2019-05944	1501 COLONIAL DR	NON ILLUMINATED 5.7 3/4 X 2.9 1/2 FREE ST. Building		Issued	C - Sign	06/20/2019	\$1,450.00
BLD2019-03820	206 COMMERCE ST	ANTENNA MOUNTED TO POLE IN TOWN OF Building		Pending	C - Alteration/Repair		\$16,000.00
BLD2019-00547	402 FORTRESS WAY	KITCHEN RENOVATION TO CONDO UNIT - F Building		Issued	C - Alteration/Repair	07/30/2018	\$16,000.00
GAS2019-00432	270 GASLIGHT LANDING CT	ALTERATION/REPAIRS TO REPLACE HVAC U Gas		Issued	C - Alteration/Repair	09/20/2018	\$4,751.00
BLD2018-04471	313 MILL ST	PARTIAL ROOF REPAIR DUE TO WATER DAI Building		Issued	C - Alteration/Repair	02/23/2018	\$10,000.00
BLD2018-05964	426 MILL ST	RETAINING WALL Building		Issued	R - Retaining Wall	10/09/2018	\$20,000.01
BLD2019-04458	426 MILL ST	** SEE NOTE ** SHEETING/SHORING PERMIT Building		Issued	R - Retaining Wall	04/15/2019	\$7,500.00
BLD2018-02984	430 MILL ST	*SEE NOTE* KIELY RESIDENCE - LOT SPECI Building		Issued	R - New Single Family Dwel	04/15/2019	\$100,000.00
BLD2018-05963	430 MILL ST	RETAINING WALL MAX HEIGHT 9'6" Building		Issued	R - Retaining Wall	10/09/2018	\$20,000.01
BLD2014-05879	1441 OCCOQUAN HEIGHTS CT	DECK Building		Issued	R - Addition	04/25/2014	\$6,700.00
BLD2019-02293	112 POPLAR LN	DETACHED GARAGE Building		Issued	R - Accessory Structure	12/21/2018	\$16,000.00
BLD2019-02551	112 POPLAR LN	ENCLOSING CARPORT AND ADDING ADDITI Building		Issued	R - Addition	12/21/2018	\$29,000.00
ELE2019-03688	112 POPLAR LN	Electrical installation for carport Electrical		Issued	R - Addition	03/29/2019	\$1,000.00
BLD2018-02753	113 POPLAR LN	36' x 18' INGROUND POOL Building		Issued	R - Swimming Pool	12/07/2017	\$60,000.00
ELE2018-02286	113 POPLAR LN	36' x 18' INGROUND POOL Electrical		Issued	R - Swimming Pool	12/07/2017	\$6,000.00
ELE2019-00599	113 POPLAR LN	Install circuits, fixtures, and receptacles Electrical		Issued	R - Alteration/Repair	08/15/2018	\$2,200.00
GAS2018-01390	113 POPLAR LN	Gas Line to Pool Heater and Gas Line to Fire Br Gas		Issued	R - Swimming Pool	01/16/2018	\$2,000.00
BLD2018-04392	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 RI Building		Issued	R - New Townhouse	03/22/2018	\$45,000.00
ELE2019-04221	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 RI Electrical		Issued	R - New Townhouse	04/29/2019	\$45,000.00
GAS2019-00596	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 RI Gas		Issued	R - New Townhouse	10/22/2018	\$1,000.00
MEC2019-01181	1551 RIVERTOWN PL	INSTALL NEW HVAC Mechanical		Issued	R - New Townhouse	11/20/2018	\$5,500.00
PLB2019-00861	1551 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 1 1551 RI Plumbing		Issued	R - New Townhouse	10/22/2018	\$10,000.00
BLD2018-04390	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 1552 RI Building		Issued	R - New Townhouse	03/22/2018	\$45,000.00
GAS2019-00603	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 1552 RI Gas		Issued	R - New Townhouse	10/22/2018	\$1,000.00
PLB2019-00870	1552 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 6 1552 RI Plumbing		Issued	R - New Townhouse	10/22/2018	\$10,000.00
BLD2018-04393	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553 R Building		Issued	R - New Townhouse	03/22/2018	\$45,000.00
ELE2019-04222	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553 R Electrical		Issued	R - New Townhouse	04/29/2019	\$45,000.00
GAS2019-00598	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553 R Gas		Issued	R - New Townhouse	10/22/2018	\$1,000.00
MEC2019-01193	1553 RIVERTOWN PL	INSTALL NEW HVAC SYSTEM Mechanical		Issued	R - New Townhouse	11/21/2018	\$5,500.00
PLB2019-00864	1553 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 2 1553 R Plumbing		Issued	R - New Townhouse	10/22/2018	\$10,000.00
BLD2018-04376	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 1554 RI Building		Issued	R - New Townhouse	03/22/2018	\$45,000.00
GAS2019-00601	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 1554 RI Gas		Issued	R - New Townhouse	10/22/2018	\$1,000.00
PLB2019-00869	1554 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 5 1554 RI Plumbing		Issued	R - New Townhouse	10/22/2018	\$10,000.00
BLD2018-04394	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555 R Building		Issued	R - New Townhouse	03/22/2018	\$45,000.00
ELE2019-04220	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555 R Electrical		Issued	R - New Townhouse	04/29/2019	\$45,000.00
GAS2019-00599	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555 R Gas		Issued	R - New Townhouse	10/22/2018	\$1,000.00
MEC2019-01194	1555 RIVERTOWN PL	INSTALL NEW HVAC Mechanical		Issued	R - New Townhouse	11/21/2018	\$5,500.00
PLB2019-00865	1555 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 3 1555 R Plumbing		Issued	R - New Townhouse	10/22/2018	\$10,000.00
BLD2018-04375	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 1556 RI Building		Issued	R - New Townhouse	03/22/2018	\$45,000.00
GAS2019-00600	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 1556 RI Gas		Issued	R - New Townhouse	10/22/2018	\$1,000.00
PLB2019-00867	1556 RIVERTOWN PL	LOT SPECIFIC TOWNHOUSE - LOT 4 1556 RI Plumbing		Issued	R - New Townhouse	10/22/2018	\$10,000.00
BLD2018-04008	199 UNION ST	UPDATE AND REPAIR BATHROOM IN RENT# Building		Issued	C - Alteration/Repair	01/31/2018	\$1,000.00
PLB2018-01862	199 UNION ST	INTERIOR RENOVATIONS TO LAUNDRY ANC Plumbing		Issued	C - Alteration/Repair	01/31/2018	\$4,000.00
BLD2019-00218	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KITCHE Building		Issued	C - Tenant Layout	10/25/2018	\$75,000.00

ELE2019-00426	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KITCHE	Electrical	Issued	C - Tenant Layout	05/15/2019	\$75,000.00
GAS2019-00113	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KITCHE	Gas	Issued	C - Tenant Layout	03/19/2019	\$12,000.00
MEC2019-00933	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KITCHE	Mechanical	Issued	C - Tenant Layout	03/19/2019	\$75,000.00
PLB2019-00145	201 UNION ST	RESTURANT - TLO - NEW KITCHEN, KITCHE	Plumbing	Issued	C - Tenant Layout	03/19/2019	\$2,000.00
PLB2018-02373	411 UNION ST	CONVERTING FROM SEPTIC TO PUBLIC SE\	Plumbing	Issued	R - Alteration/Repair	03/23/2018	\$15,000.00
BLD2019-00785	131 WASHINGTON ST	FINISH BASEMENT -*REVISED 9/19/18 TO RE	Building	Issued	R - Alteration/Repair	08/13/2018	\$750.00
ELE2019-00643	131 WASHINGTON ST	FINISH BASEMENT -*REVISED 9/19/18 TO RE	Electrical	Issued	R - Alteration/Repair	08/16/2018	\$500.00
PLB2019-00381	131 WASHINGTON ST	FINISH BASEMENT -*REVISED 9/19/18 TO RE	Plumbing	Issued	R - Alteration/Repair	08/15/2018	\$750.00
ELE2019-04374	100 WASHINGTON SQUARE CT	Bond gas piping	Electrical	Finald	R - Alteration/Repair	05/17/2019	\$300.00
PLB2018-01956	103 WEST LOCUST ST	Water Service	Plumbing	Issued	R - Alteration/Repair	02/08/2018	\$1,400.00

END OF REPORT



TOWN OF OCCOQUAN

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J. Matthew Dawson
Cindy Fithian
Laurie Holloway
Eliot Perkins

TOWN MANAGER
Kathleen R. Leidich, AICP

Town Manager's Report Town Council Meeting - June 4, 2019

River Mill Park Bath House

In regards to the lower level of the building, staff will continue working with Prince William County to complete the required corrective work. Next steps include developing a design plan for the work that conforms to County's building code.

Landscaping ITB

Award of landscaping contract is on this evening's agenda for consideration.

Mill at Occoquan Development Application

The Town Attorney is currently reviewing the most recent submission of the Preliminary Site Plan and Special Use Permit Applications. Once the developer has adequately addressed the Town Attorney's/Zoning Administrator's comments, the applications will start the formal review process by the Planning Commission and Town Council.

Visitor Center Kiosk

PWC staff is currently preparing to hold a design charrette with the ARB at a future meeting. Town staff has confirmed that parking spaces will not be required for the Kiosk. Town staff is currently reviewing the MOU regarding the Kiosk. Prince William County has provided the email confirming that the Tourism sign will remain on Route 95.

Kayak Ramp Project

Staff had conference call with new DCR contact and Town Engineer (7/2). Town Attorney has reviewed the Subgrantee Agreements for the project. The total budget for the project is \$348,057, with DCR contributing \$283,650.40. Once Subgrantee Agreements have been signed, the contractor can begin work to update the required permits. The permit update process will take approximately 30-40 days to complete. The actual construction of the project will take approximately 45-60 days to complete.

Meetings, Training, and Events

- VDOT Site Visit Downtown-Parking Study Implementation, July 11
- Mill Street Intersection Improvements Kickoff/Scoping Meeting, July 16
- Town Business Partnership Meeting, July 17
- PWC Stormwater Work Session, July 19
- Concert: JD and the Rhythm Section, July 20
- Planning Commission/ARB Meetings, July 23
- Movie: Mary Poppins Returns, August 2
- Concert: 257th Army Band, August 10
- Concert: James Drakes with The Lone Pines, August 17
- Planning Commission Meeting, August 27

-End-



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 Cindy Fithian
 Laurie Holloway
 Eliot Perkins

Town Treasurer's Report Town Council Meeting - July 16, 2019

TOWN MANAGER
 Kathleen R. Leidich

TOWN TREASURER
 Carla M. Rodriguez

Audits

Audit Type	Current Status	Last FY Audit Completed	Next Steps/Action
Meals Tax Audit	Pending (1)	None	Pink Bicycle Tea Room (Review Pending)
BPOL Audit	Pending (1)	2012 License Year	Fathom Realty (Review Pending)

Delinquencies

Meals Tax Delinquencies			
Business Name	Length of Delinquency (months)	Date of Last Notice	Status of Compliance
Pink Bicycle Tea Room	16	4/29/2019	Not compliant/Certified Letter
Madigan's Waterfront	2	4/29/2019	Not Compliant
Riverside Café & Ice Cream	5	5/29/2019	Not compliant

BPOL Tax Delinquencies			
Business Name	Length of Delinquency (Years)	Date of Last Notice	Status of Compliance
Fathom Realty	2	4/29/2019	Not compliant/Pending
Pin Curls Hair Salon	2	4/29/2019	Not compliant/ Certified Letter
13 Magickal Moons	1	4/29/2019	Not compliant

Real Estate Delinquencies				
Property Owner	Length of Delinquency (Years)	Amount of Delinquency (Tax Only)	Date of Last Notice	Status of Compliance
Granny's Cottage Inc	3 Years	\$201.60	04/29/19	Not Compliant

Transient Tax Delinquencies			
Property Owner	Length of Delinquency (months)	Date of Last Notice	Status of Compliance
Ballywhack Inc	5 months	04/29/19	Not Compliant

TOWN OF OCCOQUAN
BALANCE SHEET
As of May 31, 2019

ASSETS	May 31, 2018	May 31, 2019
Current Assets		
Total Checking/Savings	\$ 642,314	\$ 660,795
VACo Finance - Investment Pool	\$ 101,563	\$ 104,949
Accounts Receivable	\$ 21,972	\$ 87,608
Other Current Assets	\$ 17,064	\$ 17,884
Total Current Assets	\$ 782,913	\$ 871,236
Other Assets	\$ -	\$ 1,527
TOTAL ASSETS	\$ 782,913	\$ 872,763

LIABILITIES & FUND BALANCE	May 31, 2018	May 31, 2019
Liabilities	\$ 90,037	\$ 99,619
Fund Balance		
Fund Balance - Beginning of Year	\$ 627,178	\$ 730,967
Net Income	\$ 65,697	\$ 42,178
Total Fund Balance	\$ 692,876	\$ 773,144
TOTAL LIABILITIES & FUND BALANCE	\$ 782,913	\$ 872,763

TOWN OF OCCOQUAN

FUND BALANCE

As of 05/31/2019

	Final (as of 7/1/2018)	FY19 YTD Income/ (Loss)	Draft (as of 5/31/19)
Restricted			
Mamie Davis Fund - Principal	\$ 100,000	\$ -	\$ 100,000
Mamie Davis Fund - Earnings	\$ 6,818	\$ 3,011	\$ 9,829
Subtotal Restricted	\$ 106,818	\$ 3,011	\$ 109,829
Assigned			
Craft Show	\$ 146,609	\$ 97,172	\$ 243,781
CIP Funds	\$ 153,500	\$ (188,147)	\$ (34,647)
Public Safety	\$ 37,774	\$ 6,542	\$ 44,316
Public Art	\$ 500	\$ -	\$ 500
PEG Funds	\$ 770	\$ 274	\$ 1,044
Subtotal Assigned	\$ 339,153	\$ (84,159)	\$ 254,994
Unassigned			
Operating Reserve	\$ 200,000	\$ -	\$ 200,000
Other	\$ 84,996	\$ 123,326	\$ 208,322
Subtotal Unassigned	\$ 284,996	\$ 123,326	\$ 408,322
Total Available Fund Balance	\$ 730,967	\$ 42,178	\$ 773,144

TOWN OF OCCOQUAN
PROFIT AND LOSS
As of May 31, 2019

GENERAL OPERATING ACCOUNTS

REVENUES

General Fund	FY 2018 Budget	Actual as of 6/30/18	FY 2019 Budget	Actual as of 5/31/19	% of Budget Used
Real Estate Taxes	218,360	223,867	232,500	237,722	102.2%
Meals Taxes	222,650	214,368	220,334	200,886	91.2%
Other Taxes (Sales,Utility,Communications,Transient)	102,000	102,984	102,473	90,235	88.1%
Fines (Public Safety)	24,000	77,934	60,000	148,457	247.4%
Fees and Licenses (Auto,Business,Late fees,Arch,PM,ATM,Dock,Admin Fee,Eng Fee)	92,850	89,703	98,150	78,341	79.8%
Grants (Litter,599,VML,PEG)	25,030	24,953	25,843	19,405	75.1%
Service Revenue (Engineer,Legal,Landscape,CC fees)	22,000	20,986	5,000	15,588	311.8%
Rentals (TH,RMP,Usage Fee)	2,500	700	1,500	1,248	83.2%
Interest, Brick Sales, Sponsorships	9,620	5,688	9,120	3,167	34.7%
Other Revenues (Reimbursements, Ins claims)	-	3,834	1,000	6,310	631.0%
Total Revenues General Fund	719,010	765,017	755,920	801,359	106.0%

EXPENDITURES

General Fund	FY 2018 Budget	Actual as of 6/30/18	FY 2019 Budget	Actual as of 5/31/19	% of Budget Used
Personnel Services	335,790	318,643	380,820	323,863	85.0%
Professional Services	136,200	115,899	122,250	103,660	84.8%
Information Technology Services	10,150	14,933	14,050	14,039	99.9%
Materials and Supplies	7,800	11,289	9,000	13,059	145.1%
Operational Services	8,550	9,672	7,500	5,793	77.2%
Contracts (Landscaping, Refuse Collection, Snow Removal)	81,500	74,432	74,500	66,052	88.7%
Insurance	15,720	20,306	20,120	20,222	100.5%
Public Information (Newsletters)	3,250	3,441	3,400	3,849	113.2%
Advertising (Community/ Business Support, Legal Ads)	16,000	6,196	9,000	7,698	85.5%
Training and Travel (Employee, Boards and Commission Training)	15,100	7,555	13,500	7,756	57.5%
Vehicles and Equipment	13,350	13,264	15,300	24,358	159.2%
Seasonal	4,500	3,040	5,500	1,791	32.6%
Facilities Maintenance	60,100	60,600	68,030	69,443	63.1%
Special Events	11,000	8,485	12,950	9,633	74.4%
Total Expenses	719,010	667,755	755,920	671,217	88.8%
General Fund Net Income	-	97,262	-	130,142	

Craft Show Fund	FY 2018 Budget	Actual as of 6/30/18	FY 2019 Budget	Actual as of 5/31/19	% of Budget Used
Revenue (FY19 SP & FL)	216,390	224,876	203,950	192,278	94.3%
Expenses (personnel,materials and supplies,contracts,advertising)	108,120	105,142	101,954	95,107	93.3%
Craft Show Net Income	108,270	119,734	101,996	97,172	95.3%

Mamie Davis Fund	FY 2018 Budget	Actual as of 6/30/18	FY 2019 Budget	Actual as of 5/31/19	% of Budget Used
Revenue	4,100	1,700	2,600	3,011	115.8%
Expenses (repairs and maintenance)	2,000	6,032	2,000	-	0.0%
Mamie Davis Net Income	2,100	(4,332)	600	3,011	501.8%

CIP Fund	FY 2018 Budget	Actual as of 6/30/18	FY 2019 Budget	Actual as of 5/31/19	% of Budget Used
Revenues	100,000	6,255	446,300	1,248	0.3%
Expenses	-	-	-	-	0.0%
Community Planning Project	25,000	24,984	-	-	0.0%
Intersection Improvements	-	-	420,000	86,720	20.6%
Street Maintenance	15,000	40,966	-	-	0.0%
Sidewalk Maintenance	-	-	10,000	-	0.0%
Building Maintenance	2,500	-	-	-	0.0%
Stormwater Management	5,000	-	-	-	0.0%
Trash/Recycling Containers	11,000	10,757	17,000	11,747	69.1%
Town Hall Renovations-Lower Level	15,000	-	-	-	0.0%
Gaslight Conversion	10,000	6,065	-	-	0.0%
Street/Curb Program	8,000	-	-	-	0.0%
Dock Maintenance	10,000	-	-	-	0.0%
Tanyard Hill	2,500	-	4,500	-	0.0%
River Park Project	-	-	-	-	0.0%
River Mill Park Maintenance	5,000	-	-	-	0.0%
Jennings Property	-	786	-	-	0.0%
Canoe Kayak Ramp	140,000	990	140,000	242	0.2%
In-Vehicle Laptops	2,500	-	-	-	0.0%
Police Vehicle	-	-	-	81,281	0.0%
Body Armor	4,000	2,027	2,400	1,000	41.7%
IBR Reporting	5,000	1,000	-	-	0.0%
LIDAR Speed Detection and Related Equipment	-	-	2,300	-	0.0%
Office Safety Equipment	-	-	5,100	4,931	96.7%
Pedestrian & Bicyclist Safety Program	-	-	2,300	-	0.0%
Computer Upgrade	10,000	12,186	-	-	0.0%
Document Management	5,000	1,453	2,500	-	0.0%
Website Redesign	-	-	-	475	0.0%
Town Recodification	10,000	2,263	-	2,998	0.0%
Office Equipment Replacement	6,000	-	-	-	0.0%
Zoning & Subdivision Update	-	13,394	-	-	0.0%
Total Expenses	291,500	116,871	606,100	189,394	
CIP Net Income	291,500	(110,616)	(159,800)	(188,147)	117.7%
Total Net Income All Funds	(181,130)	102,048	(57,204)	42,178	-73.7%

Note 1: Materials and Supplies in the General Fund do not include craft show expenses. but it does include public safety expenses that are paid by public safety grants.



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Laurie Holloway
Eliot Perkins

TOWN MANAGER
Kathleen R. Leidich, AICP

CHIEF OF POLICE
Adam C. Linn, J.D.

Occoquan Police Department

Monthly Town Council Report July 16, 2019

Departmental Goals

- Goal 1: Provide for the public safety of the persons and property of the residents, businesses, and visitors of the Town of Occoquan.
- Goal 2: Promote a professional and accountable police department.
- Goal 3: Promote safe roads and sidewalks in the Town of Occoquan.

Current Initiatives

Continued with the Calls for Service police coverage in Town. Working with town officers to increase patrols and visibility during peak calls for service times.¹ Continued field training with town officers and worked with officers to address administrative needs of Police Department.²

Directed traffic enforcement on Gordon Boulevard and Commerce Street area (speeding, Block the Box and Driving off Roadway), Union Street/Tanyard Hill Road (speed enforcement), and Washington Street (pedestrian safety and speeding).³ Directed stop sign enforcement and pedestrian safety enforcement in historic district.³ Increased foot patrols and visibility in historic business area.

Continued body worn cameras program for Town Officers and DMV selective enforcement grants to reduce accidents and pedestrian safety.⁴

Community Relations

Provided patrol and visibility during Spring Craft Show. Continued Pedestrian Safety Campaign. Provided patrol and visibility throughout Town, including foot patrols through Historic Downtown and residential areas on Washington Street, East Colonial Drive, Overlook Drive, Fortress Way, Occoquan Heights, and Mill Cross. Continued stop sign and speed compliance details.

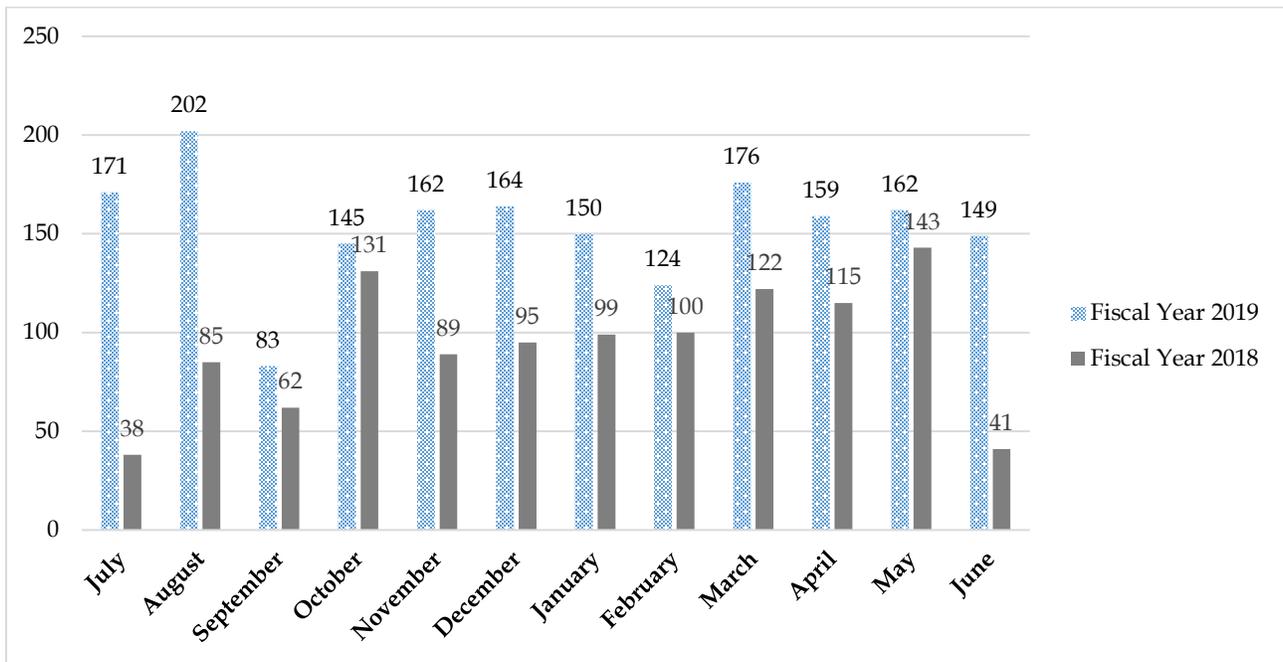
Continued with Business Outreach by having Police do regular business checks and speak with business partners regarding any concerns. Spoke with multiple residents, visitors, and business owners throughout the month.

Provided traffic control, security, and participated in the FOX Zip Trip day.

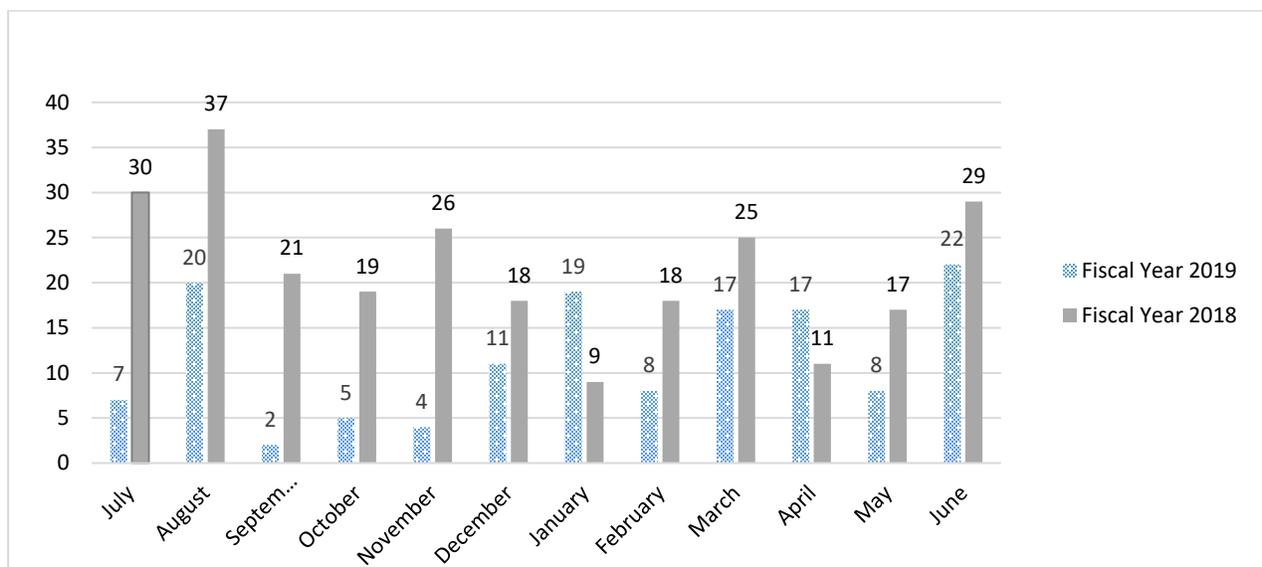
Patrol and Enforcement Activities

During the month of June, the Town Police made 9 custodial arrests (Felony Abduction, Brandishing, Drunk in Public, Reckless Driving, Resisting Arrest with Force, DUI, DUI Refusal, Possession of Concealed Firearm, Possession of Narcotics), issued 149 traffic summonses, and 90 warnings.

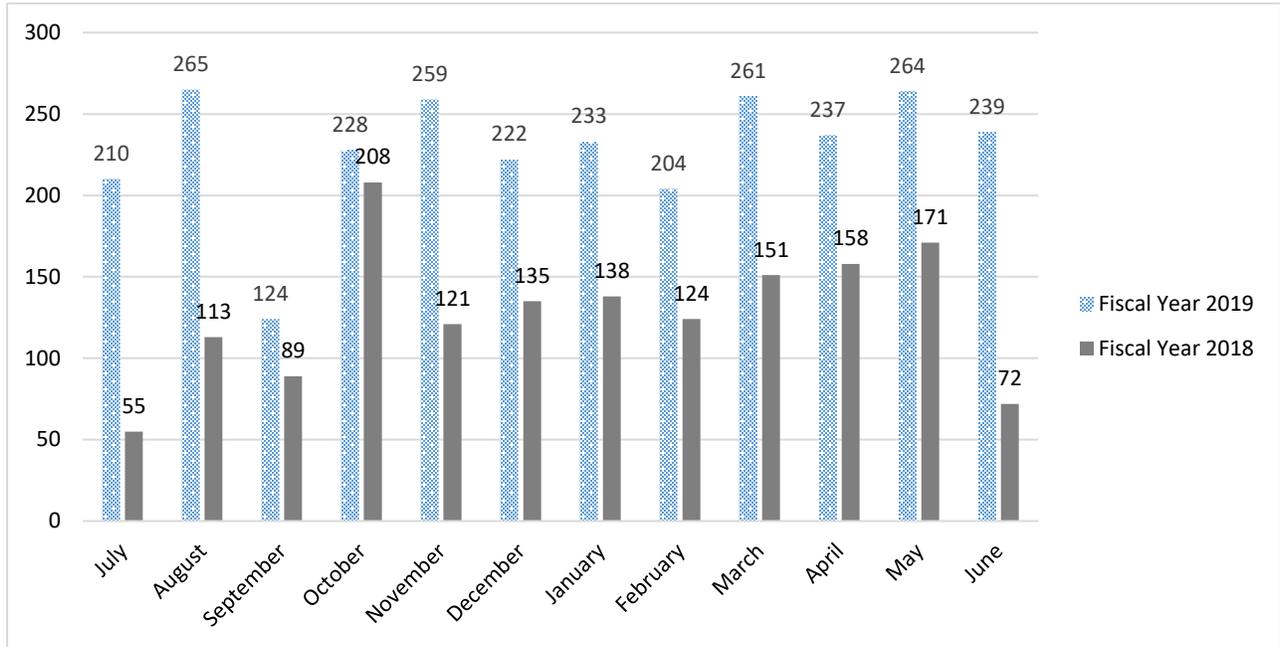
Traffic Summonses FYTD (GRAPH)⁵



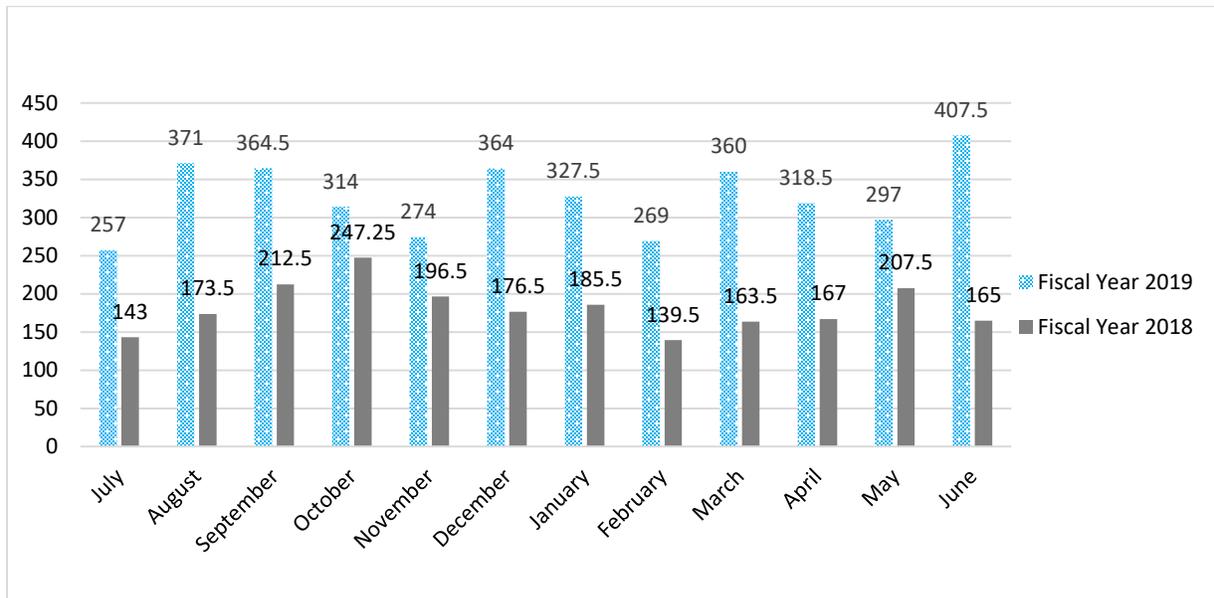
Parking Tickets Issued FYTD (GRAPH)³

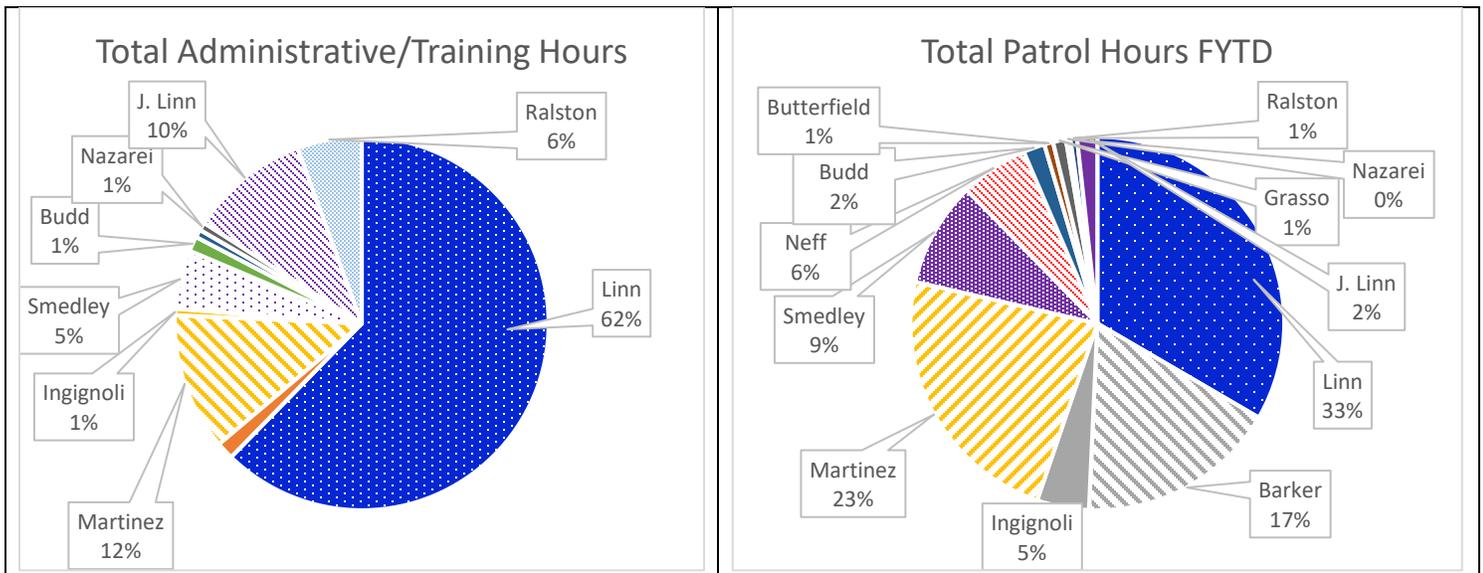


Traffic Stops YTD (GRAPH)⁵



Patrol Hours FYTD (GRAPH)⁵





Miscellaneous

Continued Level 3 auxiliary training for administrative and parking officers.² Research and ordered materials for Narcan program.²

¹ Goals 1, 2, and 3
² Goal 2
³ Goal 3
⁴ Goals 1, 2, and 3
⁵ Goals 1 and 3



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: July 16, 2019
8A: Town Code Review Process	

Explanation and Summary:

As mentioned at the May 21 Town Council Work Session the Town will begin reviewing and editing the Town Code. This is a request to have Town Council begin to review the Town Code with the purpose of updating specific sections. The section that will be reviewed is Title 1: General Provisions.

The Town will systematically review parts of the Town Code one section at a time and completing all of the updates Town Council deems appropriate. Town Staff will also be reviewing sections of the Town Code to make recommendations. The goal of this process is to ensure the Town Code is up to date and appropriate for 2019.

Cost and Financing: N/A
Account Number: N/A

Action Council deems appropriate.

Attachments: (1) Town Code - Title 1: General Provisions

TITLE I: GENERAL PROVISIONS

Chapter

10. GENERAL PROVISIONS

CHAPTER 10: GENERAL PROVISIONS

Section

- 10.01 How code designated and cited
- 10.02 Definitions and rules of construction
- 10.03 Provisions considered as continuations of existing ordinances
- 10.04 Effect of repeal of ordinances
- 10.05 Severability of parts of code
- 10.06 Section catchlines and other headings
- 10.07 History notes
- 10.08 Editor's notes and references
- 10.09 Certain ordinances not affected by code
- 10.10 Code does not affect prior acts, offenses, or rights
- 10.11 Amendments to code
- 10.12 Supplementation of code
- 10.13 Collection and disposition of fines
- 10.14 Fee charged for passing bad checks to town
- 10.15 Right of entry for purposes of inspection
- 10.16 Violations of rules, regulations, and orders
- 10.17 Liability of organizations and agents for violations

- 10.99 General penalty

§ 10.01 HOW CODE DESIGNATED AND CITED.

The ordinances embraced in this and the following titles and chapters shall constitute and be designated "The Code of the Town of Occoquan, Virginia", and may be so cited and may be referred to herein as "this code of ordinances" or "this code". Such ordinances may also be cited as "Occoquan Town Code".

(1998 Code, § 1-1)

§ 10.02 DEFINITIONS AND RULES OF CONSTRUCTION.

For the purpose of this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Also, in the interpretation and construction of this code and of all ordinances and resolutions of the town, the following rules of construction and definitions shall be observed unless otherwise specifically provided or unless they are inconsistent with the manifest intent of the Town Council or the context clearly requires otherwise.

ALLEY. A permanent service right-of-way providing a secondary means of access to abutting properties, which shall be construed to include, but not be limited to, rights-of-way known as Poplar Alley, Center Lane, Cooper’s Alley, and Hill Alley.

BOND. When a bond is required, an undertaking in writing with such surety, if any, as the Town Council may direct, shall be sufficient.

CHARTER. The Charter of the town as it now exists or as it may be amended in the future.

CODE. Whenever the term “code” or “this code” is referred to without further qualification, it shall mean the Code of the Town of Occoquan, Virginia, as designated in § 10.01.

CODE OF VIRGINIA. The Code of Virginia of 1950, as now or hereafter amended.

COMPUTATION OF TIME. The time within which an act is to be done shall be computed by excluding the first and including the last day; and if the last day is Saturday, Sunday, or a legal holiday, that day shall be excluded.

COUNCIL or TOWN COUNCIL. The Council of the Town of Occoquan, Virginia.

COUNTY. The County of Prince William, Virginia.

FOLLOWING. When used by way of reference to any section, shall be construed to mean next following that in which such reference is made.

GENDER. A word importing the masculine gender only may extend and be applied to the feminine and neuter genders as well as to the masculine gender.

HEALTH DEPARTMENT. The Health Department of Prince William County or the duly authorized agent of such department.

HEALTH OFFICER. The Health Director of the Prince William County Health Department, or his or her duly authorized agent.

IN THE TOWN. Any territorial jurisdiction for which the exercise of its regulatory power has been conferred on the town by public or private law.

MAY. The act referred to is permissive.

MONTH. A calendar month.

NUMBER. A word importing the singular number only may extend and be applied to several persons or things, as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things.

OATH. Includes an affirmation in all cases in which by law an affirmation may be substituted for an **OATH**.

OCCUPANT or **TENANT**. As applied to a building or land shall mean any person who holds a written or oral lease of or actually occupies the whole or part of such building or land, either alone or with others.

OFFICERS or **AGENCIES**. Whenever a reference is made to a particular officer, employee, department, board, commission, or agency, such reference shall be construed as if followed by the words “of the Town of Occoquan, Virginia”.

OFFICIAL TIME STANDARD. Whenever particular hours are specified in this code relating to the time within which any act shall or shall not be performed by any person, the time applicable shall be official United States Eastern Standard Time, or Daylight Saving Time, whichever may be in current use in the town.

OWNER. As applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant, or tenant by the entirety, of the whole or a part of such building or land.

PERSON. Includes any individual, firm, corporation, partnership, association, company, business, trust, joint venture, organization, or other legal entity, by whatever term customarily known.

PRECEDING. When used by way of reference to any section, shall be construed to mean next preceding that in which such reference is made.

PROPERTY. Includes any real and personal property and any right or interest therein.

PUBLIC GROUNDS. The parks and all public lands owned by the town, and those parts of public places which do not form traveled parts of streets.

SHALL. The act referred to is mandatory.

SIDEWALK. Any portion of a street between the curblines, or the lateral lines of a roadway where there is no curb, and the adjacent right-of-way or easement line intended for the use of pedestrians.

SIGNATURE, SUBSCRIPTION. Includes a mark when the person cannot write, his or her name being written near it and being witnessed by a person who writes his or her own name as a witness.

STATE, THE STATE, COMMONWEALTH, or THE COMMONWEALTH. The Commonwealth of Virginia.

STREET. Includes avenues, boulevards, highways, roads, bridges, and the approaches thereto and all other public thoroughfares, but not alleys, in the town, and shall mean the entire width thereof between abutting property lines.

SWEAR or **SWORN**. Equivalent to the term **AFFIRM** or **AFFIRMED** in all cases in which by law an affirmation may be substituted for an oath.

TENSE. Words used in the past or present tense shall include the future, as well as the past and present.

TOWN or **THE TOWN**. The Town of Occoquan, in Prince William County, Virginia.

VA CODE. See **CODE OF VIRGINIA.**

WRITTEN or **IN WRITING.** Includes typewriting, printing on paper, and any other mode of representing words, letters, or figures.

YEAR. Unless otherwise expressed, shall be construed to mean a calendar year; and the term “year” alone shall be equivalent to the expression “year of our Lord”.
(1998 Code, § 1-2)

§ 10.03 PROVISIONS CONSIDERED AS CONTINUATIONS OF EXISTING ORDINANCES.

The provisions appearing in this code shall be considered as continuations of the previously enacted ordinances of the town and not as new enactments.
(1998 Code, § 1-3)

§ 10.04 EFFECT OF REPEAL OF ORDINANCES.

(A) The repeal of an ordinance shall not revive any ordinances in force before or at the time the ordinance repealed took effect.

(B) The repeal of an ordinance shall not affect any punishment or penalty incurred before the repeal took effect nor any suit, prosecution, or proceeding pending at the time of the repeal, for any offense committed under the ordinance repealed.
(1998 Code, § 1-4)

§ 10.05 SEVERABILITY OF PARTS OF CODE.

It is declared to be the intention of the Town Council that the sections, divisions, sentences, clauses, and phrases of this code are severable; and if any phrase, clause, sentence, division, or section of this code, or its application to any persons or circumstances, shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, divisions, and sections of this code, or their application.
(1998 Code, § 1-5)

§ 10.06 SECTION CATCHLINES AND OTHER HEADINGS.

The catchlines of the several sections of this code are intended as mere catchwords to indicate the contents of the section and shall not be deemed or taken to be titles of such sections, nor as any part of the section; nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted. No provision of this code shall be held invalid by reason of deficiency in any such catchline or in any heading or title to any chapter, subchapter, section, or division.
(1998 Code, § 1-6)

§ 10.07 HISTORY NOTES.

The history notes appearing in parentheses after sections in this code are not intended to have any legal effect but are merely intended to indicate the source of matter contained in the sections.
(1998 Code, § 1-7)

§ 10.08 EDITOR'S NOTES AND REFERENCES.

The editor's notes, Charter references, cross-references, and state law references in this code are not intended to have any legal effect but are merely intended to assist the user of this code.
(1998 Code, § 1-8)

§ 10.09 CERTAIN ORDINANCES NOT AFFECTED BY CODE.

Nothing in this code or the ordinance adopting this code shall affect any ordinance:

(A) Promising or guaranteeing the payment of money by or for the town or authorizing the issuance of any bonds or any evidence of indebtedness;

(B) Authorizing or otherwise relating to any contract;

(C) Granting any franchise or right;

(D) Appropriating funds, relating to any annual budget, or imposing any tax that is consistent with this code;

(E) Establishing fees that are consistent with this code;

(F) Authorizing, providing for, or otherwise relating to any public improvement;

(G) Making any assessment;

(H) Establishing, extending, or contracting the corporate limits of the town;

(I) The purposes of which have been accomplished;

(J) Which is temporary, although general in effect;

(K) Which is special, although permanent in effect; and

(L) Pertaining to Zoning Map amendments or subdivision plats; and all such ordinances are recognized as continuing in full force and effect to the same extent as if set out at length in this code.
(1998 Code, § 1-9)

§ 10.10 CODE DOES NOT AFFECT PRIOR ACTS, OFFENSES, OR RIGHTS.

Nothing in this code or in the ordinance adopting this code shall affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or right established or accruing, before the effective date of this code.

(1998 Code, § 1-10)

§ 10.11 AMENDMENTS TO CODE.

(A) Amendments to any of the provisions of this code shall be made by amending such provisions by specific reference to the section number of this code in the following language: “That section _____ of The Code of the Town of Occoquan, Virginia (or the Occoquan Town Code), is hereby amended to read as follows:_____”. The new provisions shall then be set out in full as desired.

(B) In the event a new section not heretofore existing in the code is to be added, the following language shall be used: “That The Code of the Town of Occoquan, Virginia (or the Occoquan Town Code), is hereby amended by adding a section, to be numbered _____, which said section reads as follows: _____.” The new section shall then be set out in full as desired.

(C) All divisions, sections, subchapters, chapters, or other provisions desired to be repealed shall be specifically repealed by division, section, subchapter, or chapter number, as the case may be.

(1998 Code, § 1-11)

§ 10.12 SUPPLEMENTATION OF CODE.

(A) By contract or by town personnel, supplements to this code shall be prepared and printed whenever authorized or directed by the Town Council. A supplement to the code shall include all substantive permanent and general parts of ordinances adopted during the period covered by the supplement and all changes made thereby in the code. The pages of a supplement shall be so numbered that they will fit properly into the code and will, where necessary, replace pages that have become obsolete or partially obsolete; and the new pages shall be so prepared that, when they have been inserted, the code will be current through the date of the adoption of the latest ordinance included in the supplement.

(B) In preparing a supplement to this code, all portions of the code that have been repealed shall be excluded from the code by their omission from reprinted pages.

(C) When preparing a supplement to this code, the codifier (meaning the person, agency, or organization authorized to prepare the supplement) may make formal, nonsubstantive changes in ordinances and parts of ordinances included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, the codifier may:

(1) Organize the ordinance material into appropriate divisions;

(2) Provide appropriate catchlines, headings, and titles for sections and other divisions of the code printed in the supplement, and make changes in such catchlines, headings, and titles;

(3) Assign appropriate numbers to sections and other divisions to be inserted in the code and, where necessary to accommodate new material, change existing section or other division numbers;

(4) Change the words “this ordinance” or words of the same meaning to “this chapter”, “this subchapter”, “this section”, “this division”, and the like, as the case may be, or to “sections _____ to _____” (inserting section numbers to indicate the sections of the code that embody the substantive sections of the ordinance incorporated into the code); and

(5) Make other nonsubstantive changes necessary to preserve the original meaning of ordinance sections inserted into the code; but in no case shall the codifier make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the code. (1998 Code, § 1-12)

Statutory reference:

Authority to supplement code, see VA Code § 15.2-1433

§ 10.13 COLLECTION AND DISPOSITION OF FINES.

All fines and penalties imposed under this code or the ordinances of the town shall be for the use of the town, except as elsewhere provided. Fines may be collected by execution returnable within 30 days after the date of issue. The officer levying such execution shall sell the property upon which a levy has been made at auction, for cash, at some public point within the town, after advertising the time and place of such sale for ten days by posting notices at three conspicuous places within the town. (1998 Code, § 1-14)

§ 10.14 FEE CHARGED FOR PASSING BAD CHECKS TO TOWN.

Every person who shall utter, publish, or pass any check or draft to the town in payment of taxes or any other sums due that is subsequently returned for insufficient funds or because there is no account, or the account is closed, shall pay to the town for each such check or draft a fee of \$50 in addition to the tax or other sum due and for which the check or draft was uttered, published, or passed. Such fees shall be collectible and disposed of as all other fines and penalties.

(1998 Code, § 1-15) (Ord. O-2006-02, passed 11-8-2005)

Statutory reference:

Authority for above section, see VA Code § 15.2-106

§ 10.15 RIGHT OF ENTRY FOR PURPOSES OF INSPECTION.

Whenever any officer or employee of the town or of the state is required or authorized by statute, the provisions of this code, or any ordinance or rules and regulations or orders issued under this code, in order to carry out his or her duties under this code, to enter any premises or vehicle for the purpose of making an inspection or anything contained in such premises or inspection, such officer or employee shall have the right to enter any such premises or vehicle at any reasonable time in pursuance of such duties.

(1998 Code, § 1-16)

§ 10.16 VIOLATIONS OF RULES, REGULATIONS, AND ORDERS.

Except as otherwise provided in this code, the violation of any rule, regulation, or order promulgated by any officer or agency of the town under authority vested in him, her, or it by law, the provisions of this code, or any ordinances or resolution shall be unlawful.

(1998 Code, § 1-17)

§ 10.17 LIABILITY OF ORGANIZATIONS AND AGENTS FOR VIOLATIONS.

(A) Any violation of this code by any officer, agent, or other person acting for or employed by any corporation or unincorporated association or organization, while acting within the scope of that office or employment, shall in every case also be deemed to be a violation by such corporation, association, or organization.

(B) Any officer, agent, or other person acting for or employed by any corporation or unincorporated association or organization shall be subject to and liable for punishment for the violation by such corporation or unincorporated association or organization of any provision of this code, where such violation was an act, omission, or order, or the result of an act, omission, or order of any such person.

(1998 Code, § 1-18)

§ 10.99 GENERAL PENALTY.

(A) Whenever in this code or the ordinances of the town any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or the doing of any act is required, or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the violation of any such provision of this code or the ordinances of the town shall be deemed to be a misdemeanor and shall be punished as follows.

(1) Whenever a misdemeanor is declared to be a class 1 misdemeanor, such misdemeanor shall be punished by confinement in jail for not more than 12 months or a fine of not more than \$2,500, either or both.

(2) Whenever a misdemeanor is declared to be a class 2 misdemeanor, such misdemeanor shall be punished by a fine of not more than \$1,000 or confinement in jail for not more than six months, either or both.

(3) Whenever a misdemeanor is declared to be a class 3 misdemeanor, such misdemeanor shall be punished by a fine of not more than \$500.

(4) Whenever a misdemeanor is declared to be a class 4 misdemeanor, such misdemeanor shall be punished by a fine of not more than \$250.

(5) Whenever punishment for a misdemeanor is specifically prescribed by this code or a town ordinance without specification as to the class of the misdemeanor, such misdemeanor shall be punished according to the provisions of this code or such ordinance.

(B) Whenever the penalty for a misdemeanor is prescribed by stating that the misdemeanor is punishable as provided for in this section, or whenever no specific penalty is provided for a misdemeanor, the misdemeanor shall be deemed to be a class 1 misdemeanor.

(C) Such penalties shall not exceed the penalties prescribed by general law for a like offense.

(D) Except where otherwise provided, each day any violation of this code or the ordinances of the town shall continue shall constitute a separate offense.

(1998 Code, § 1-13)

Charter reference:

Punishment for violation of ordinances, see § 17



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: July 16, 2019

8B: Parking Study Recommendation Discussion

Explanation and Summary:

In 2017 the Town with JMT to perform a parking and traffic study within the Town of Occoquan. The study focused on identifying and analyzing parking issues within the study area, which includes the Historic Business District, and also included data collection on cut-through traffic during weekday morning and evening hours, and a review of stall widths and the potential impacts of two-way traffic on parking capacity. A Citizen information meeting for this study was held at Town Hall on September 27, 2017.

Since the Town Council has received this study the Planning Commission has reviewed the study and evaluated the recommendations set forth by this study. They have provided a document with their suggestions. This study did not factor development of a significant portion of Mill Street and how that would affect the results. This is the opportunity for Council to discuss the Planning Commission's recommendations that were guided by this study as well as other alternative issue and solutions to those recommendations.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

Action Council deems appropriate.

Attachments: (1) Planning Commission Parking Recommendations

Town of Occoquan Street Parking - Discussion & Recommendations

Prepared by:
Town of Occoquan
Planning Commission
July 9, 2019

What's the problem?

There is a perception that Occoquan is a small town with limited parking in tight spaces. This negative perception is believed to impact tourism resulting in a negative economic impact for the town.

Why does this matter?

Visitors to Occoquan who frequent the town's businesses provide additional revenue (in the form of increased BPOL and meals taxes) to pay for town services such as public safety and maintenance. Revenue from visitors benefits town property owners by providing funding for essential town services without increasing real estate taxes.

Improving the Occoquan Experience encourages repeat visitors, which increases revenue for all involved:

- Property Owners/Residents: more disposable income (less goes to taxes)
- Business Owners: more revenue from sales
- Town: more revenue through meals and BPOL taxes

What specifically are the current challenges?

- There are currently only 239 street parking spaces in the Historic District. Planned developments and necessary planned parking space improvements (widening of spaces) will further reduce this amount.
- 9 historic district parking spaces (4%) are reserved for non-revenue generating use (staff parking, visitor center parking).
- 4 Mill St spaces will be lost to new development projects.
- At least 2 Mill St spaces are nearly permanently occupied by commercial vehicle parking.
- 13 spaces will be lost upon restriping/widening of spaces.
- Depending on the time of day, as many as 25 or more spaces on Mill St are occupied for long hours by business employees.
- The town has more annual events planned than ever before (24 events versus 8) which will greatly impact parking availability.

Why can't we just do nothing?

- Town conducted a parking study in 2017 which noted that street parking turnover was just under 4 hours. The parking study company informed us that this is actually an ideal amount of time. All things being equal, we wouldn't need to do anything.
- There are significant new developments in town that will increase the amount of people in the historic district, increasing demands on parking. When that is combined with the anticipated loss

of spaces (as outlined above) the impact on parking turnover may be significant; we may find the turnover will begin to exceed the ideal 4 hour limit.

- Acting now - versus waiting for the problem to exacerbate - gives Town time to evaluate and make adjustments to whatever policy it chooses to implement.

What's the objective?

- Increase town revenue by encouraging more visitors by improving the visitor parking experience.
- Ensure "prime" street parking spaces are utilized by revenue generating vehicles.
- Implement actions that at a minimum pay for themselves (use of auxiliary officers, fine revenue)

How will we know if we are successful?

- While "correlation does not imply causation" we should expect to see an increase in the BPOL and meals tax revenue from the existing businesses along the areas impacted by the parking changes. If after a reasonable amount of time there is no measurable impact to the town's revenue, it would be appropriate to revisit this initiative to question whether this additional burden on the system is necessary.

What does our street parking look like now?

Based on visual inspection (via Google Maps) there are 239 street parking spaces and 132 public parking lot spaces within the historic district:

Mill Street: 120 spaces

- 9 off-street public spaces in River Mill Park/Museum circle area
 - 1 handicapped
 - 1 reserved for museum employee
- 28 street spaces from Ellicott St to River Mill Park
 - 14 along river side
 - Will lose 2 for new development
 - 14 along town hall side
 - Will lose 2 for new development
- 22 street spaces on river side between Union Street and Ellicott Street
- 23 street spaces on river side between Washington Street and Union Street
 - Includes one space on town hall side (near post office)
- 9 street spaces in front of Madigans
 - Includes 2 spaces in Coopers Alley
- 8 spaces in front of Visitor's Center
 - 2 handicapped
 - 4 reserved for visitor center 8am to 4pm daily
- 16 marked spaces on both sides of street in front of retail building
- 5 unmarked spaces just before 123 bridge

Ellicott Street: 12 spaces

- 7 street spaces between Mill St and Commerce St
 - 1 reserved 24/7 as "15 minutes for town hall"
 - 1 reserved as handicapped
 - 1 reserved as Town Manager
 - 1 reserved as Police Vehicle
- 5 (approx) unmarked spaces north of Commerce Street

Union Street: 29 spaces

- 11 street spaces between Mill St and Poplar Alley
- 11 street spaces between Poplar Alley and Commerce Street
- 7 street spaces north of Commerce Street (both sides of street)

Washington Street: 29 spaces

- 12 street spaces between Mill St and Poplar Alley
- 9 street spaces between Poplar Alley and Commerce Street
- 1 unmarked street space north of Commerce Street on west side (Third Base)
- 7 unmarked street spaces (approx) on east side of Commerce St (Mom's Apple Pie)

Commerce Street: 49 spaces

- 31 street spaces between Ellicott St and Union St
- 11 street spaces between Union St and Washington St
 - 1 handicapped
- 7 unmarked street spaces (approx) on south side of Commerce St (Mom's Apple Pie)

Parking Lots: 132 spaces

- Ellicott & Commerce: 13 spaces
- Mom's Apple Pie (public spaces only): 12 spaces
- 123 Town Lot: 32 spaces
- 123 VDOT Lot: 75 spaces (estimated)

What Proposed Solutions are recommended by the Planning Commission?

Proposed Solution	Positive Impact	Negative Impact
Move forward with restriping/ widening project.	Improves "Visitor Experience" by greatly reducing risk of door dings, blocked vehicle access.	Loss of approximately 13 parking spaces.
Allow Town Hall parking restrictions to only apply during town hall hours.	Frees up 2 spaces during peak tourist times (evenings and weekends).	Staff working after hours will need to find alternative parking.
Initiate 4-hour free street parking limit applicable to Mill St only and only Friday, Sat, Sun 8am to 8pm.	Provides more parking spaces for visitors/patrons. Addresses the most critical parking issue.	Mill St business and property owners who want to park in front of their buildings for long periods will have to relocate. They could relocate to other streets (rather than parking lots), moving the problem.
Explore formalizing a weekend town shuttle from nearby VDOT commuter lot to town.	Allows for increased visitor foot traffic without increasing parking needs in town limits.	Cost is a significant consideration and would need to be explored further.

*What solutions did the Planning Commission consider but is **not** recommending at this time?*

Proposed Solution	Positive Impact	Negative Impact
Do not move forward with restriping/ widening project	Saves 13 parking spaces	Continued poor "Visitor Experience" by door dings, blocked vehicle access
Relocate all Town Hall parking to off street lot at Ellicott & Commerce St; allow for public use after hours (ex police vehicle space)	Frees up 3 parking spaces from Ellicott Street where parking is very limited	Staff will have further to walk to work Town Hall visitors will need to walk a block to conduct town business
Initiate 4-hour free street parking limit on Mill St 7 days per week 8am to 8pm	Provides more parking spaces for visitors/patrons Addresses the street with the largest issues of vehicles 'camping out'	Mill St business and property owners who want to park in front of their buildings will have to relocate. They could relocate to other streets (rather than parking lots), moving the problem. Special consideration may need to be made for residents without off street parking.
Initiate 4-hour free street parking limit 8am to 8pm 7 days per week within entire historic district	Provides more parking spaces for visitors/patrons Eliminates vehicles "camping out" on any street parking Eliminates concern of "spill over" parking on other streets if policy only initiated on Mill St	Business and property owners who want to park in front of their buildings would need to relocate. Special consideration may need to be made for residents without off street parking.
Initiate time limited paid parking	Generates additional revenue for town.	Highly unpopular among all key stakeholders: staff, business owners, residents and visitors.
Recommend that town-planned events be targeted to off-peak visitor hours (Monday thru Thursday anytime, weekends before 11am or after 8pm).	Encourages visitors to town during off-peak times when traffic issues are not as critical.	May require non-traditional events.



TOWN OF OCCOQUAN

TOWN COUNCIL MEETING

Agenda Communication

8. Regular Business

Meeting Date: July 16, 2019

8C: Kayak Ramp Project Update and Agreements

Explanation and Summary:

In 2013, the Town was awarded a grant through the Federal Highway Administration's Recreational Trails Program (RTP) for the construction of an ADA non-motorized watercraft launch under the Route 123 Bridge. The intent of the project is to provide free water access to the community, including for persons with ambulatory disabilities. This project is consistent with the Town's Comprehensive Plan to increase pedestrian access to the water and will facilitate access to the Town for non-motorized watercraft users on the Occoquan River.

The total budget for the project is \$348,057, with DCR contributing \$283,650. Once the Project Agreements have been signed, the contractor can complete the permit updating process. The permit updating process will take approximately 30-40 days to complete. The actual construction of the project will take 45-60 days to complete.

Update

- The Virginia Department of Department of Conservation and Recreation (DCR) has set aside \$283,650 for the project (overall budget for the project is \$348,057).
 - Town received 2 Bids that are still viable (\$247,648; \$250,508)
- The Town has a new point of contact from DCR for the project
- Town received Project Agreements from DCR

Next Steps

- Agreements signed off on by Town
- Continue updating/renewing permits
- Select project manager to ensure compliance with significant state and federal requirements and avoid jeopardizing funding
- Select contractor to perform work (2 bids to consider)

Engineer's Recommendation: Approval

Town Attorney's Recommendation: Town Attorney has reviewed Project Agreements.

Town Manager's Recommendation: Approval



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

Proposed/Suggested Motion:

“I move to authorize the Mayor to sign the Project Agreements for the Kayak Ramp project on behalf of the Town.”

OR

Other action Council deems appropriate

Attachments (2):

1. Project Agreement-Preliminary Engineering
2. Project Agreement-Construction Phase

Matthew J. Strickler
Secretary of Natural Resources

Clyde E. Cristman
Director



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

Rochelle Altholz
Deputy Director of
Administration and Finance

Russell Baxter
Deputy Director of
Soil and Water Conservation
and Dam Safety

Thomas L. Smith
Deputy Director of Operations

**RECREATIONAL TRAILS PROGRAM (RTP)
FEDERAL HIGHWAY ADMINISTRATION (FHWA)
VIRGINIA DEPARTMENT OF CONSERVATION AND RECREATION (DCR)**

Project Agreement – Preliminary Engineering

Recipient: Town of Occoquan

Project Title: Occoquan Water Trail ADA Access Point

Project Number: VRT-297N130

Project Period: Date of FHWA Approval to December 30, 2020

Project Scope of Work: The Town of Occoquan will engineer and construct an ADA non-motorized watercraft launch for access to the Occoquan Water Trail under the Route 123 Bridge.

Grant Award Amount: \$52,726.40

Funding Sources: FY09-L94E (\$43,884.71); FY10-L94E (\$8,841.69)

Obligation of Construction Funds: Upon satisfactorily completing all requirements of this Preliminary Engineering sub-grant agreement and a PE closeout being approved by DCR and the FHWA, DCR will submit a request to the FHWA to obligate \$354,563.00 in Construction funding for this project.

Upon signature of both parties below, the Department of Conservation and Recreation (DCR) and *Town of Occoquan* hereinafter referred to as the “Recipient” mutually agree to perform this agreement in accordance with the Recreational Trails Program as codified at 23 U.S.C. 206, the provisions and conditions of the FHWA Interim Guidance dated April 1, 1999, as amended, and with the regulations and requirements governing federal grants as stipulated in 2 CFR Parts 175, 200, 215, 225 and Federal Highway Administration regulations as outlined in 49 CFR Parts 18, 20, 29 and 32 (<http://www.whitehouse.gov>)

In accepting this grant, evidenced by the signature below, the Recipient agrees to comply, adhere and abide with the following conditions of this grant agreement:

Project Execution:

1. Fiscal Procedures, Procurement and Bidding Procedures of the Recreational Trails Program as outlined in Recreational Trails Program Manual.
2. Specific project application and amendments submitted for funding assistance under the Recreational Trails Program.
3. All applicable state, federal and local laws, regulations and ordinances including but not limited

to compliance with the Virginia Erosion & Sediment Control and Virginia Stormwater Management Laws & Regulations.

4. The recipient is expected to have a project manager assigned to the project as the primary contact and a designated backup for communicating project status.
5. Submission of Quarterly Progress Reports on status of grant implementation. First report due no later than **October 4, 2019**. All correspondence pertaining to this project must reference State Project Number **VRT-297-N-130**.
6. The Recipient agrees to contact both the appropriate state and/or federal agency and DCR if any unexpected environmental concerns are encountered during project construction.
7. The recipient agrees to comply with the Virginia Seed Law to ensure no noxious weed seeds are introduced into the project area.
8. The project period shall begin with the date of approval of the project agreement and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner; in which event, the project shall end on the date of completion or termination.
9. The Recipient will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be pursued to completion with reasonable diligence.
10. The Recipient will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify DCR of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA.
11. The Recipient will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
12. The Recipient will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.
13. The Recipient will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

14. The recipient will take necessary actions to ensure compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
15. The Recipient shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
16. The Recipient will comply with Executive Order 12432, "Minority Business Enterprise Development as follows (a) place minority business firms on bidder's mailing lists, (b) solicit these firms whenever they are potential sources of supplies, equipment, construction, or services, (c) where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms. The recipient will comply with the Disadvantaged Business Enterprise (DBE) Program policy and procedures as outlined in the attached RTP DBE policy. DCR and the Federal Highway Administration are committed to the objectives of this policy and encourage all Recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.
17. Purchase of supplies, equipment or services must be in accordance with the Virginia Public Procurement Act and all applicable state, local and federal laws.
18. Bid documentation must contain notice that the purchase or service is being offered or performed in accordance with the Recreational Trails Program and the Compliance Guidance in the United States Department of Transportation regulations in 49 CFR and applicable parts 18, 19 and 26, as amended.
19. Bid documentation must be administratively reviewed by DCR prior to awarding and signing of contracts. Prior to any land disturbances associated with the project, a copy of the advertisement for bid, the bid spreadsheet showing the lowest bidder, evidence of the good faith effort for including DBEs in the bid process and a copy of the executed contract must be submitted to DCR. The expectation is that the award will go to the lowest bidder. Federal procurement laws prohibit negotiation with the lowest bidder. If only one bid response is received then the project must be re-bid. Project work shall not be awarded to any vendor which is debarred or suspended or is otherwise excluded for or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." All vendors and contractors providing supplies, materials, goods, equipment, services, etc. for the project must be licensed in Virginia as required.
20. Recipient must adhere to 23 U.S.C. 206; 2 CFR 200; the Commonwealth of Virginia's construction procurement requirements; the Buy America Act; and the federal requirements outlined in form FHWA 1273. If contradictions occur the Recipient must communicate them to DCR for consultation with FHWA for instructions on how to proceed. Architectural and

engineering firms are to be informed that all projects are to be constructed in compliance with all applicable state and local laws and regulations, FHWA 1273, the Buy America Act, and Executive Order 13788.

21. The recipient bears sole responsibility for ensuring that all contracts are in compliance with federal and state laws concerning the solicitation of supplies, equipment and services.
22. Copies of the National Environmental Policy Act (NEPA) document (categorical exclusion, environmental assessment, or environmental impact statement), the National Historic Preservation Act section 106, the Endangered Species Act section 7, all permits (land disturbance, stormwater management, erosion and sediment control, Virginia Department of Transportation right of way permit for ingress/egress and travel of ATVS across public road right of way, nationwide, local building, etc.) issued for the project are required to be submitted to DCR for the grant file.
23. The Recipient agrees that DCR's waiver or failure to enforce or require performance of any term or conditions of this project agreement or DCR's waiver of any particular breach of this project agreement by the Recipient extends to that instance only. Such a waiver or failure to enforce is not and shall not be a waiver of any of the terms or condition of this project agreement or a waiver of any other breaches of the project agreement by the Recipient and does not bar DCR from asserting any and all rights and/or remedies it has or might have against the Recipient under this project agreement or by law.
24. The Recipient understands that the Recreational Trails Program is a federally funded program subject to actions by congress and regulatory changes which may impact the execution of this project by the Recipient. DCR will work with the Recipient in adjusting to any changes that occur during the life of this project.

Record Retention:

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 49 CFR for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved. The retention period starts from the date of the final expenditure report for the project.
2. The Federal Highway Administration, Comptroller of the United States of America, DCR or any of their authorized representatives shall have access to any books, documents, papers, and records of the recipient which are pertinent to this Recreational Trails Program grant project for the purpose of making audit, examination, excerpts and transcripts.

Project Termination:

1. DCR may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Recipient has failed to comply with the conditions of the project agreement. DCR will promptly notify the Recipient in writing of the determination and the reasons for the termination, together with the effective date.
2. The recipient understands that terminated projects must return any RTP funding received to DCR for return to the FHWA.
3. Termination by the Recipient either for cause or for convenience requires that any and all RTP

reimbursement payments must be returned to DCR for return to the FHWA.

Reimbursement Documentation:

1. The recipient understands all funding associated with the Recreational Trails Program is federal funding made possible from the Federal Highway Administration. Reimbursements are paid on an 80% matching reimbursement basis not to exceed the actual out of pocket expense or the approved total award amount provided adequate documentation is submitted by the Recipient to justify expenditures incurred and paid. The Recipient understands that no Commonwealth of Virginia funding is associated with this project and no Commonwealth of Virginia funding will be made available for this project under any circumstances.
2. The recipient understands that reimbursement by the Recreational Trails Program is not a right. Reimbursements are contingent upon satisfactorily completing the authorized scope of work within the approved performance period and submitting required documentation for reimbursement.
3. Each reimbursement request must include:
 - a) A transmittal letter/performance report describing the work completed, challenges, amount of DBE participation in the project (if any), a breakdown by percentage of the total cash, donation, volunteer or in-kind work involved. The transmittal should include the reimbursement amount being requested.
 - b) Receipts, delivery tickets and packing slips for materials and supplies purchased. This is required for all projects including contractor performed work.
 - c) Invoices/Schedule of Values (SOV) itemizing charges. All invoices/SOV should reference the RTP project number. Invoices/Schedule of Values must be detailed with an explanation for how the purchases relate to the RTP authorized work. Invoices/Schedule of Values with expenses for materials and supplies without corresponding delivery tickets, packing slips, etc. will not be honored and will be ineligible for reimbursement. When invoices contain other purchases not related to the RTP project, the purchases applying to the RTP project must be clearly identified.
 - d) All invoice/SOV expenditures must have an explanation for how the material, supply or service relates to the RTP authorized work.
 - e) Time cards signed by both the employee and supervisor are required. Time cards are needed for contract labor performed work, force account performed work and volunteer performed work. A description indicating how the work performed by the employee ties to the RTP authorized work is needed. "Trail work" is not acceptable. Unsigned timecards by either the employee or supervisor are ineligible for seeking reimbursement. Incomplete timecards are ineligible for seeking reimbursement. Unsigned and/or incomplete volunteer time cards and/or logs are ineligible for seeking reimbursement. Timecards/volunteer logs for multiple individuals that appear to be in the same handwriting will be deemed ineligible.
 - f) All expenditures must have an accompanying proof of payment in the form of image of cleared check (front and back of check), credit card receipt, payroll ledger or pay stub copies, etc. Internal source documents are not sufficient to prove an outlay of funds.

- g) Holiday, Annual, Sick leave and Overtime may not be charged to the RTP project.
 - h) Work logs indicating daily tasks completed for the RTP project. Daily work logs are needed for force account, volunteer and contract built projects.
 - i) Materials notebook. The materials used on any project must be documented as approved materials meeting specifications and documented as to the quantities used. The materials notebook must contain the total quantities of materials incorporated into the project including a description of the material, the material supplier and manufacturer. Supporting documentation such as delivery tickets, test reports and certifications demonstrating conformance to specifications is required to demonstrate compliance with Presidential Order 13788 and Buy America Act. The Contractor's quality control manager and the local project manager must sign the materials notebook. Self-built projects require material books and should be signed by the project manager.
 - j) Equipment records must clearly identify machinery, date, time, name of operator, rate of the equipment and description of how the equipment was used in accordance with the authorized RTP scope of work. If discrepancies exist between the hours on the operator's time sheets and the equipment records explanations are required to determine eligibility for reimbursement purposes.
 - k) Buy America documentation must be submitted to support iron or steel products used in the RTP project. Documentation includes, but is not limited to, certification by the manufacturer, mill paperwork, etc. Reimbursement documentation must identify all iron, steel, and aluminum parts incorporated into the project with the dollar value of each item as delivered to the project site. Failure to demonstrate compliance with the Buy America Act and Executive Order 13788 will result in no reimbursement being made to the recipient.
 - l) Documentation providing a summary of the procurement on the RTP project including the Recipient's effort to including DBEs in the project. This documentation includes but is not limited to the final Invitation For Bid, Project Manual, bid spreadsheet showing lowest, responsive and responsible bidder and executed contract.
 - m) Each reimbursement request must be accompanied by a signed Virginia Recreational Trails Program Reimbursement Certification Form.
4. The recipient understands the RTP program requires documentation to justify all expenditures associated with the project before reimbursement can be authorized. Each RTP project is situation specific and additional information to what is listed in this project agreement above may be requested to receive reimbursement. The failure to provide suitable documentation for authorization from the FHWA for payment can result in the inability to be reimbursed for work performed, either in whole or in part. In situations where ambiguity exists in determining how an expense related to the authorized RTP scope of work no reimbursement will be possible. In situations where ambiguity exists regarding the eligibility of an expense no reimbursement will be allowed.
5. A partial or final reimbursement must be submitted by **December 30, 2020**. A final

reimbursement must be submitted by the end of the grant agreement. Failure to do this results in project showing as “inactive” and can result in rescission of funding and termination of this agreement.

6. Reimbursements are normally processed in thirty (30) days once documentation has been received and verified by both DCR and the FHWA.
7. Projects utilizing other federal funds in addition to the Recreational Trails Program funding must demonstrate adherence to the 95% rule which states that the total federal dollars on a project cannot exceed 95%. **Each reimbursement request must adhere to this rule.** Other federal funding added to the project after RTP approval will not be allowed as a match for the RTP project and expenditures associated with the other federal funding will be ineligible for reimbursement. Federal funds from other sources added after RTP approval could result in rescission of the RTP award when the programs rules and regulations would prohibit the multiple federal funding sources.
8. Twenty percent (20%) of the award amount is held in retainage until the work described in the scope of work is completed and satisfactorily inspected by DCR.
9. RTP recipients with PE projects unable to go to construction within two years of the completion of this PE grant are required to return all funding to DCR for return to the FHWA.

Special Conditions

1. The Facility Life assigned to this project scope of work, less the pump track, after construction funding has been added to the project is 25 years beginning with the date of final reimbursement. The facility of the pump track is 10 years beginning with the date of the final reimbursement.

Performance Period

1. The scope of work for this project agreement is preliminary engineering project agreement is expected to be complete and financially closed out by **December 30, 2020**. Recipients unable to meet this deadline must contact DCR no less than 90 days prior to project expiration.
2. Extensions are not a right and will only be considered in accordance with the extension policy as outlined in the **2019 Recreational Trails Program** grant application manual. An extension will only be considered due to documented severe weather conditions, unexpected staff turnover during the project performance period and delays due to unexpected environmental concerns.

Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), upon signing the Recreational Trails Program project agreement, the Recipient certifies that it must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The Recipient's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Require that each employee be engaged in the performance of a grant be given a copy of the statement;
4. Notify the employee in the statement that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of his or her convictions for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notify the agency in writing, within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the FHWA designates a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Take one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted;
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace throughout project implementation.

Non-Discrimination

1. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

Lobbying Prohibition

1. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter–intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

**Commonwealth of Virginia
The Department of Conservation and Recreation**

By _____ Date _____
Danette Poole
Planning and Recreation Resources Division Director

Town of Occoquan

By _____
Print Name

Signature

Date _____

Title

**RECREATIONAL TRAILS PROGRAM (RTP)
FEDERAL HIGHWAY ADMINISTRATION - FHWA
VIRGINIA DEPARTMENT OF CONSERVATION AND RECREATION**

Project Agreement – Construction Phase

Recipient: Town of Occoquan

Project Title: Occoquan Water Trail ADA Access Point

State Project Number: VRT-297-N-130

Project Period: Completion of PE to June 30, 2021

Project Scope: The Town of Occoquan will construct and install an ADA non-motorized watercraft launch for access to the Occoquan Water Trail under the Route 123 Bridge.

Grant Award Amount: \$230,924.00

Funding Sources: NRT-10FY(001) L94E = \$42,141.41
NRT-13FY(001) M940 = \$67,711.00
NRT-14FY(001) M940 = \$98,031.59
NRT-15FY(001) M94E = \$23,040.00

Upon signature of both parties below, the Department of Conservation and Recreation (DCR) and the Town of Occoquan hereinafter referred to as the “Recipient” mutually agree to perform this agreement in accordance with the Recreational Trails Program as codified at 23 U.S.C. 206, the provisions and conditions of the FHWA Interim Guidance dated April 1, 1999, as amended, and with the regulations and requirements governing federal grants as stipulated in 2 CFR Parts 215, 225 and Federal Highway Administration regulations as outlined in 49 CFR Parts 18, 20, 29 and 32 (<http://www.whitehouse.gov>)

In accepting this grant, evidenced by the signature below, the Recipient agrees to comply, adhere and abide with the following conditions of this grant agreement:

Project Execution:

1. Fiscal Procedures, Procurement and Bidding Procedures of the Recreational Trails Program as outlined in Recreational Trails Program Manual.
2. Specific project application and amendments submitted for funding assistance under the Recreational Trails Program.
3. All applicable state, federal and local laws, regulations and ordinances including but not limited to compliance with the Virginia Erosion & Sediment Control and Virginia Stormwater Management Laws & Regulations.
4. Submission of Quarterly Progress Reports on status of grant implementation. First report due no later than **30 October 2019**. All correspondence pertaining to this project must reference State Project Number **VRT-297-N-130**.
5. The Recipient agrees to contact both the appropriate state and/or federal agency and DCR if any

unexpected environmental concerns are encountered during project construction.

6. The recipient agrees to comply with the Virginia Seed Law to ensure no noxious weed seeds are introduced into the project area.
7. The project period shall begin with the date of approval of the project agreement and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner; in which event, the project shall end on the date of completion or termination.
8. The Recipient will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be pursued to completion with reasonable diligence.
9. The Recipient will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify DCR of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA.
10. The Recipient will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
11. The Recipient will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.
12. The Recipient will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
13. The Recipient shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
14. The Recipient will comply with Executive Order 12432, "Minority Business Enterprise Development as follows (a) place minority business firms on bidder's mailing lists, (b) solicit these firms whenever they are potential sources of supplies, equipment, construction, or services, (c) where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms. DCR and the Federal Highway Administration are committed to the objectives of this policy and encourage all Recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

15. Purchase of supplies, equipment or services must be in accordance with the Virginia Public Procurement Act and all applicable state, local and federal laws.
16. Bid documentation must contain notice that the purchase or service is being offered or performed in accordance with the Recreational Trails Program and the Compliance Guidance in the United States Department of Transportation regulations in 49 CFR and applicable parts 18.19 and 26, as amended.
17. Bid documentation must be administratively reviewed by DCR prior to awarding and signing of contracts. Prior to any land disturbances associated with the project, a copy of the advertisement for bid, the bid spreadsheet showing the lowest bidder, evidence of the good faith effort for including DBEs in the bid process and a copy of the executed contract must be submitted to DCR. The expectation is that the award will go to the lowest bidder. Project work shall not be awarded to any vendor which is debarred or suspended or is otherwise excluded for or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." All vendors and contractors providing supplies, materials, goods, equipment, services, etc. for the project must be licensed in Virginia as required.
18. Recipient agrees to comply with the required contract provisions for federal aid construction grants as outlined in the attached form FHWA-1273 and Buy America Special Provisions.
19. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the Recipient shall contact DCR to discuss changes in scope of work that will bring the project to a point of recreational usefulness agreed upon by the Recipient, DCR and FHWA, or his designee.
20. Grant recipients are responsible for ensuring that all contracts are in compliance with federal and state laws concerning the solicitation of supplies, equipment and services.
21. Copies of all permits (land disturber, stormwater management, erosion and sediment control, Virginia Department of Transportation right of way permit for ingress/egress and travel of ATVS across public road right of way, nationwide, local building, etc.) issued for the project must be submitted to DCR for the grant file.

Record Retention:

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 49 CFR for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved. The retention period starts from the date of the final expenditure report for the project.
2. The Federal Highway Administration, Comptroller of the United States of America, DCR or any of their authorized representatives shall have access to any books, documents, papers, and records of the recipient which are pertinent to this Recreational Trails Program grant project for the purpose of making audit, examination, excerpts and transcripts.

Project Termination:

1. DCR may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Recipient has failed to comply with the conditions of the project agreement. DCR will promptly notify the Recipient in writing of the determination and

the reasons for the termination, together with the effective date.

2. Termination by the Recipient either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by DCR, the Recipient and the FHWA.

Reimbursement Documentation:

1. Documentation providing verification and proof of payment of eligible expenditures including copies of invoices, cancelled checks (front and back), time sheets, etc. is required to be submitted to DCR in order to receive reimbursement, either partial or in full.
2. Reimbursements are paid on an 80% matching reimbursement basis not to exceed the actual out of pocket expense or the total grant award amount.
3. Each reimbursement request must be accompanied by a signed Virginia Recreational Trails Program Reimbursement Certification Form.
4. Request for reimbursement of grant funds must be submitted no less than once per year during the grant life on completed work that has been paid by the Recipient. The grant must be completed **by 30 June 2021**.
5. Reimbursements are normally processed in thirty (30) days once complete documentation has been received and verified.
6. Projects utilizing other federal funds in addition to the Recreational Trails Program funding must demonstrate adherence to the 95% rule which states that the total federal dollars on a project cannot exceed 95%. Each reimbursement request must adhere to this rule. Other federal funding added to the project after RTP approval will not be allowed as match and is not eligible for reimbursement.
7. Twenty-five percent (25%) of the grant award amount is held in retainage until the work described in the scope of work is completed and satisfactorily inspected by DCR.

Project Extensions

Extensions of the grant expiration date will only be considered when there are documented circumstances beyond the control of the Recipient (severe weather events, etc.). Extensions are not a right and may be denied on the constraints of the grant program guidelines, source of funding, insufficient progress or poor project administration. Requests for extensions must be submitted no less than 90 days prior to project expiration.

Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), upon signing the Recreational Trails Program project agreement, the Recipient certifies that is shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The Recipient's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation and employee assistance programs, and

- d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Require that each employee be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);
- 4. Notify the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of his or her convictions for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5. Notify the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the FHWA designates a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

**Commonwealth of Virginia
The Department of Conservation and Recreation**

By _____ Date _____
 Danette Poole
 Planning and Recreation Resources Division Director

Town of Occoquan

By _____

Print Name

Signature

Date _____

Title

[Attach Project Manager Business Card]



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: July 16, 2019

8D: Staff Sign Inventory Recommendations

Explanation and Summary:

During the May 21st Work Session Meeting Town Council asked Town Staff to create a comprehensive inventory of Town owned signs. After completing the inventory Town Staff presented its recommendations to the Architectural Review Board on its June 25th meeting. Sign recommendations detail which signs should be moved, removed, changed, and added. The three objectives of these recommendations are

- Reduce Visual Clutter
- Make Signage Uniform
- Increase Usability of Signs

The attached report has also taken into account the wayfinding signage recommendations found in the Traffic and Parking Study. This is Town Council's opportunity to prioritize the staff recommendations.

Town Staff's Recommendation: Approval

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to task Town Staff with moving forward with the Sign Inventory Recommendations in accordance with the Town Council's priorities.

AND

To direct staff to receive Architectural Review Board and Town Council approval prior to altering the design, color, or placement of signs."

OR

Other action Council deems appropriate

Attachments: (1) Sign Inventory Recommendations

Comprehensive Town Sign Inventory

Background

During the May 21st Work Session Meeting Town Council asked Town Staff to create a comprehensive inventory of Town owned signs and set a timeline for the reports. Currently the Town is ahead of schedule. At the June 18th Work Session Meeting Town Staff presented the comprehensive town sign inventory without staff recommendations to update Town Council and receive feedback. Town Staff then gave its report to the Architectural Review Board on its June 25th meeting about which signs should be moved, removed, changed, and added.

The objective of these recommendations is to reduce visual clutter, make existing signage uniform, and increase usability of signs. The goal of this agenda item is to ask Town Council for approval to proceed with changes based on the recommendations of the Architectural Review Board and Town Staff.

Move

Move the *No Littering, Drains to River* sign onto the grass in the Mill Street parking lot. This sign is owned by Friends of the Occoquan and was put up with Town support. It is currently difficult to see without extensive tree trimming that would do irreparable harm to the native flora. Friends of the Occoquan has approved the moving of the sign.

Move the historical *The Dogue Indians* sign into River Mill Park at the intersection of the trail looping around the park and the path up from the water fountains. The sign was originally moved for construction of River Mill Park. The sign is two sided and would be best placed back into the area it was originally. Fairfax Water has approved the moving of the sign.

Remove

Remove the two *More Shops* signs, the first on Ellicott Street and Mill Street and the second on Poplar Alley and Union Street. These signs are not uniform and create visual clutter. The *More Shops* signs were originally put in place at the request of merchants on Commerce Street, Poplar Alley, and on Mill Street past Ellicott Street. With the footbridge and River Mill Park acting as a draw Town Staff no longer believes that

additional publicity is needed to attract foot traffic to those businesses. Digital wayfinding programs have also made it easier for visitors to find businesses throughout town. Town Staff does believe that retaining the *More Shops* sign on Poplar Alley and Ellicott Street would still be useful for foot traffic exploring Occoquan.

Remove the *Public Parking* sign from the Virginia Department of Transportation stop sign post on Mill Street and Washington Street. This sign is small and difficult to read. It is also the fourth sign on a single signpost which both adds to visual clutter while not having the stature to direct motorists. Town Staff would like to replace this with a larger sign affixed to a different pole as detailed below under the Add section.

Change

Change the appearance of the Information boards in River Mill Park and the Mill Street cul de sac. To make the information boards appear similar to the one placed outside of Mamie Davis Park, Town Staff would like to apply a white stain to the wooden frame of the information boards. A white stain will be best for the pressure treated lumber used on the information boards. Town Staff would also like to paint the cork boards blue to match the information board outside of Mamie Davis. At the request of Town Council, the map on the information board in the Mill Street cul de sac will be flipped.

Change street signposts to Center Lane and Ellicott Street, River Road and East Locust St, Washington Street and Colonial Drive, and Edgehill Drive and Washington Street. These four new sign poles would match the traditional round metal, two and a half inches, painted black poles to replace the wooden signposts. The new metal poles are safer to use and can be equipped with breakaways. It is also part of the effort to make Town signage more uniform.

Change street signs in the Historic District to a more aesthetic design. This change would be to replace the current Prince William County standard historical brown street signs with another type better fitted to a historic district. Town Staff believes that the street signs could be replaced to be more appealing. Town Staff could propose alternative signs to the Architectural Review Board so all replacement signs would be adopted simultaneously.

Change the four Entrance signs into Town. Town Council, the Planning Commission, and Town Staff have expressed interest on multiple occasions to change the entrance signs. Particular concern has been with the entrance sign erected at Tanyard Hill Road and Old Bridge Road by a previous group of business owners. The sign does not match any other town entrances or colour schemes. The sign is built on private land and any changes would require the approval of the owner.

Add

Add a *Free Public Parking* sign with an arrow pointing right onto the gaslight pole at the intersection of Mill Street and Washington Street. Councilmember Fithian has mentioned on multiple occasions that adding a prominent directional sign towards the 123 parking lot would be better for directing visitors of Occoquan. The Traffic and Parking Study also advised that uniform wayfinding be put in place to direct visitors to parking. Town Staff believes that the best place to attach said sign would be on the gaslight pole on the right side of the street as it will maximize visibility for motorists while not obstructing other signage. This would require an angled bracket and removal of the gaslight banner. By placing the sign on a gaslight, it will not require an additional signpost or utilize a Virginia Department of Transportation signpost.

Add an *Occoquan Corporate Limits* sign to the far side of the footbridge and replace the four existing *Occoquan Corporate Limits* signs. Walkers, runners, and bikers enter Town from the footbridge and that entrance should be marked. Adding the new sign will also add to the aesthetics of Town. None of the four existing signs match and the addition of a new sign would be an opportunity to replace the old signs with one identical sign.

Add a *Bump* sign adjacent to both speed bumps on Center Lane between Ellicott Street and Union Street. Without above ground signage the speed bumps can be hazardous especially in weather incidents. VDOT recommends a sign for every speed bump. Only two of the six speed bumps on Center Lane are marked.



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

8. Regular Business	Meeting Date: July 16, 2019
8E: Request to Award Landscaping Contract, ITB 2020-001	

Explanation and Summary:

On June 7, 2019 the Town issued ITB 2020-001 to seek proposals for landscaping maintenance services within the Town of Occoquan. The ITB closed on June 27, and the Town received six proposals.

The ITB included a request for proposals for comprehensive landscaping maintenance of town-owned property including mowing, weeding, mulching, planting and tree trimming and maintenance.

The Town Manager scheduled a walk-through of the Town with four of the bidders on June 20, 2019 to provide an overview of the sites/areas to be maintained.

Bidder	Monthly Cost	Annual Cost
Eco-Friendly Lawn & Landscaping	\$4,666	\$56,052
Marathon Resource Management Group	\$4,126	\$41,260
Heritage Landscape Services	\$1,662	\$19,944
Brightview Landscape Services	\$1,533.33	\$18,400
Virginia Lawn Service	\$1,475	\$17,700
Turf Specialists	\$1,659	\$16,598

Virginia Lawn Services is the lowest responsive and responsible bidder. The Fiscal Year 2020 budget includes \$25,000 allocated for landscaping services. Virginia Lawn Services' proposal comes in under budget.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$17,700 (FY 2020 Budget)

Account Number: Contracts - Landscaping



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

Proposed/Suggested Motion:

"I move to award a contract for ITB 2020-001, Landscaping Maintenance Services, to Virginia Lawn Service in the amount of \$17,700, for a one-year term effective July 1, 2019 through June 30, 2020, that may be renewed annually for up to three years."

OR

Other action Council deems appropriate.

Attachments: (2) ITB 2020-001, Landscaping Maintenance Services
Virginia Lawn Service Proposal



INVITATION TO BID

ISSUE DATE: June 7, 2019

ITB # 2020-001

TITLE: Landscaping Maintenance Services

The Town of Occoquan is requesting quotations for landscape maintenance services within the Town's historic district and public parks.

Responses are due at the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 3:00 p.m. on Thursday, June 27, 2019. Bids by telephone, electronic mail or facsimile will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the Town Manager. The Town shall not be responsible for verbal clarification of information provided by any party. Offerors may not rely on any oral information provided. The Town will provide written responses to questions as the only form of clarification.

Kathleen R. Leidich, AICP
Town Manager, Town of Occoquan
PO Box 195, Occoquan, VA 22125
(703) 491-1918, Ext. 2
kleidich@occoquanva.gov

BIDS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/ CONTAINER AND CLEARLY MARKED WITH "PROPOSAL #2020-001" & DELIVERED TO:

Town of Occoquan Town Hall
314 Mill Street, Occoquan, VA 22125
ATTN: Town Manager

The Town of Occoquan does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Invitation to Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the products and/or services In accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Signature In Ink:

Print/Type

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- I. **PURPOSE:** The Town of Occoquan is seeking price quotes from a qualified vendor to furnish all labor, equipment, and materials to provide annual landscape maintenance services within the Town’s main business district.
- II. **CONTRACT TERM:** The Town will enter into a one (1) year contract with the selected vendor to provide the services listed below. The contract will commence on July 1, 2019 and terminate on June 30, 2020. The contract may be renewed annually, for up to three additional years, if agreed upon by both parties. Any price increases requested by the Contractor must be justified by reference to published information showing increases in labor costs, fuel, or other costs to be paid by the Contractor, and shall not exceed 3% of the total amount of the Contract in any renewal period.
- III. **PRE-BID MEETING/TOUR:** Prospective vendors should familiarize themselves with the locations prior to submitting quotes and confirm any discrepancies with the Town’s representative. Vendors are invited to tour the project areas with the Town Manager and Maintenance Supervisor on Wednesday, June 19, or Thursday, June 20, 2019. Please contact Kathleen Leidich at kleidich@occoquanva.gov or (703) 491-1918 Ext. 2 if you would like to arrange to visit the sites.
- IV. **SCOPE OF WORK:** The scope of work includes furnishing all labor, equipment and materials necessary to provide a comprehensive landscape maintenance program for all associated trees, brush and ground cover located on public property including right-of-ways, public buildings, parks and public gardens, mainly located within the Town’s historic district.

1. LOCATIONS

- Location #1 Town Hall, 314 Mill Street
Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers
- Location #2 Mamie Davis Park, 205 Mill Street
Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers
- Location #3 Maintenance Facility, 124 Commerce Street
Pruning, aerating, seeding (grass), weeding, flower bed, mulching, mowing, plant annual flowers
- Location #4 Cooper’s Alley (Between Madigan’s Restaurant and Riverwalk Shops)
Flower bed, shrubbery, mulching, weeding, pruning
- Location #5 Storage Building (Near BB&T ATM)
Prune shrubbery, mulching, weeding
- Location #6 Visitor’s Center, 200 Mill Street
Garden bed, mulching, weeding, pruning, plant annual flowers
- Location #7 Mill House Museum, 458 Mill Street
Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area at entry to foot bridge, plant annual flowers
- Location #8 Entry Garden, Corner of Commerce and Washington Streets
Applies to garden bed extending from Maintenance Facility to around on

Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers

- Location #9 River Mill Park, 460 Mill Street
Mowing, aerating, seeding (grass), tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers
 - Location #10 Post Office, 202 Mill Street
Cut back weeds in rock area only
 - Location #11 Street Rights-of-Ways (Historic District)
Plant and care for grass and trees located within medians within the historic district
Remove weeds from all brick sidewalks located within the historic district
Prune trees located within town's right-of-ways
 - Location #12 Mill Street Cul-de-Sac Right-of-Way
Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers
 - Location #13 Commerce Street/Route 123 (Entry Sign)
Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street.
 - Location #14 Town wide
Upon request from Town staff, to address specific areas on a case by case basis, through additional quotes for service.
2. **FREQUENCY:** All areas should be serviced at least once per month and the vendor shall perform the listed services. Services are to be provided 10 months per year; regular monthly maintenance shall be performed March through December. No regularly scheduled visits are required in January or February, but the vendor should be prepared to respond to specific requests from the Town in the event of damage to plants or other circumstances. The Contractor will provide firm fixed pricing for any additional services, such as visits in January or February.
 3. **MULCHING:** All individual trees, shrub and garden beds shall be mulched with premium quality shredded hardwood bark mulch. Bulk or bagged product is acceptable. Mulch shall be spread to a depth of 2-3 inches. Plantings shall be mulched a minimum of twice per year, with regular touch-ups as needed.
 4. **WEEDING:** All beds, tree rings and sidewalks shall be kept substantially free of weeds at all times using manual and chemical control practices. All mulched areas shall be weed free at all times.
 5. **PRUNING:** Plants shall be pruned for structural stability, form and safety as needed. Prior to commencement of any maintenance activities, the vendor shall confer with the Town's Maintenance Supervisor to confirm a pruning plan for each of species of trees, grasses and shrubs. This plan shall be followed throughout the duration of the contract.
 6. **REMOVAL AND REPLACEMENT:** The vendor shall be responsible for removing and disposing of plant materials that have been determined by the Maintenance Supervisor as deficient or dead. The plants shall be removed and a price quote for replacement shall be provided to the Town. Replacement shall be at the sole discretion of the Town and a reimbursement request for the new plantings shall be included in the monthly invoice.

7. **TRASH REMOVAL:** The vendor shall, during the course of their regular monthly, or otherwise scheduled visit, remove and dispose of all trash pieces greater than two square inches in size that may be found within the planting beds and park areas.
8. **BILLING:** Invoices for all work performed shall be submitted monthly to the Town Manager. Invoices should include a detailed description of all work performed.
9. **DEBRIS BLOWING:** The vendor shall use care in blowing off clippings and other debris from paved areas so that such debris does not strike parked vehicles or other private property. No debris shall be removed in such a manner that it will enter the storm sewer system, the Occoquan River, or any tributary thereof.

V. GENERAL CONTRACT TERMS AND CONDITIONS

1. **SUBMITTAL INSTRUCTIONS:** One (1) original and two (2) copies of each bid must be submitted on the attached bid form and received by the Town of Occoquan, Town Manager, at the address shown on the cover page of this solicitation. Bids must be received no later than the date and time listed on the cover page of this solicitation. Bids in the form of telephone, facsimiles or electronic mail messages will not be accepted.

Contractors shall complete and submit as their proposal, the following documents:

- a. The return of the Invitation to Bid cover sheet signed and filled out as required by a representative of the Vendor authorized to bind the firm into a contract.
 - b. All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Town of Occoquan website – www.occoquanva.gov. Vendors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.
 - c. Include pricing page.
 - d. Include any additional information the vendor believes to be essential to a thorough evaluation of its proposal.
 - e. Include a minimum of three (3) references where similar work was performed. Include the dates when work was provided, the business name, address, and name and telephone number of the contract administrator. The Town shall have the option of checking discovered references in addition to references provided by the Vendor. The Town must be able to contact references without notification to the Vendor.
2. **LATE BIDS:** Bids received after the submission deadline will be returned, unopened, provided a return address is visible.
 3. **ACCEPTANCE OR REJECTION OF BIDS:** The Town reserves the right to accept or reject any or all bids in whole or in part and to waive minor informalities in the process of awarding this contract.
 4. **COMPETITION INTENDED:** It is the Town's intent that the Invitation to Bid permit competition. It shall be the offerors responsibility to advise the town Manager in writing of any language, requirements, specifications, etc. or any combinations thereof, that inadvertently restricts or limits the requirements stated in this ITB to a single source.
 5. **INQUIRIES COMMENTS CONCERNING SPECIFICATIONS:** Questions or comments concerning the specifications, contained herein must be received by the Town manager at least five (5) days prior to Bid Due Date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be

sent to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.

6. **COSTS INCURRED IN RESPONDING:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
7. **DISPOSITION OF BIDS:** All materials submitted in response to this ITB will become the property of the Town. One (1) copy of each bid shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Disclosure: Trade Secrets and Proprietary Information".
8. **DISCLOSURE-TRADE SECRETES AND PROPRIETARY INFORMATION:** In compliance with the Virginia Public Procurement Act (the "VPPA"), all bids will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.
9. **LAWS AND REGULATIONS:** The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out it full.
10. **LICENSE REQUIREMENT:** All firms doing business for the Town of Occoquan are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Occoquan, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Town Clerk at (703) 491-1918, Ext. 1. The BPOL license number, if applicable, must be indicated on the pricing page of this Invitation for Bid. Bidders submitting price quotes must be fully licensed to do business in Virginia.
11. **NON-ASSIGNMENT OF CONTRACT:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Purchasing Officer, such permission not to be unreasonably withheld.
12. **CONTRACT AWARD:** The resulting contract will be issued to the lowest responsive, responsible proposal offering the lowest "Total All Locations" line of the attached bid form, without regard to offered discounts for early payment. Price quotes should be listed for each individual location and broken down to a fixed monthly cost for each. The Town intends to award a contract for all identified locations, but reserves the right to delete any individual location prior to contract award; any such deletion shall result in the reduction of the "Total All Locations" line of the attached bid form for purposes of determining the lowest responsive and responsible bidder.
13. **INSURANCE REQUIREMENT:** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally, the contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

These certificates must be forwarded to the Town Manager before the contract is signed.

Insurance Requirements:

Workers Compensation: Statutory Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.

Bodily Injury: \$2,000,000 each person
\$2,000,000 each occurrence

Property Damage:

Automobile: \$2,000,000 each accident
General Liability: \$2,000,000 each accident
\$2,000,000 each occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the Purchasing Officer. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

14. **CLAIMS:** The contractor shall be responsible for resolutions of any and all damage claims resulting from operations provided. Claims made to the Town as a result of operators provided under this contract will be referred to the contractor for handling. Failure to properly respond to and resolve claims constitutes unsatisfactory performance and may result in cancellation of the contract.



Reply to:
 Town of Occoquan
 PO Box 195, 314 Mill Street
 Occoquan, VA 22125

INVITATION TO BID
This is not a contract.
Submit quotation on this form.

BID FORM - PRICING PAGE

Date:	Subject: Landscape Maintenance	Bid Due Date: June 27, 2019, 3:00 p.m.	ITB NO. 2020-001
Bidder Information (Name, Address, Phone, Fax, Email)			Discount for payment within ___ days is ___% (this will not affect the basis of award).
Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items. Subject to terms and conditions on ATTACHED SHEETS.			
Item and Description		Monthly Price	Annual Price
Location #1 Town Hall, 314 Mill Street Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers		_____	_____
Location #2 Mamie Davis Park, 205 Mill Street Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers		_____	_____
Location #3 Maintenance Facility, 124 Commerce Street Pruning, aerating, seeding (grass), weeding, flower bed, mulching, mowing, plant annual flowers		_____	_____
Location #4 Cooper's Alley (Between Madigan's Restaurant and Riverwalk Shops) Flower bed, shrubbery, mulching, weeding, pruning		_____	_____
Location #5 Storage Building (Near BB&T ATM) Cut back shrubbery, mulching, weeding		_____	_____
Location #6 Visitor's Center, 200 Mill Street Garden bed, mulching, weeding, pruning, plant annual flowers		_____	_____

Location #7 Mill House Museum, 458 Mill Street Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area at entry to foot bridge, plant annual flowers	_____	_____
Location #8 Entry Garden, Corner of Commerce and Washington Streets Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers	_____	_____
Location #9 River Mill Park, 460 Mill Street Mowing, aerating, seeding (grass), tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers	_____	_____
Location #10 Post Office, 202 Mill Street Cut back weeds in rock area only	_____	_____
Location #11 Street Rights-of-Ways (Historic District) Plant and care for grass and trees located within medians within the historic district Remove weeds from all brick sidewalks located within the historic district Prune trees located within town's rights-of-way	_____	_____
Location #12 Mill Street Cul-de-Sac Right-of-Way Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers	_____	_____
Location #13 Commerce Street/Route 123 (Entry Sign) Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street.	_____	_____
TOTAL ALL LOCATIONS	_____	_____
Exceptions to Specifications _____ _____ _____		
BPOL License No. _____		
Bidder Guarantees product or services offered will meet or exceed specifications identified in this Invitation to Bid, subject to all conditions stated herein and on the attached sheets. By _____ Date _____ Title _____		

Town of Occoquan



Location #1

Town Hall - 314 Mill Street



Mamie Davis Park and Coopers Alley - 205 Mill Street



Annex and Welcome Sign - 124 Commerce Street

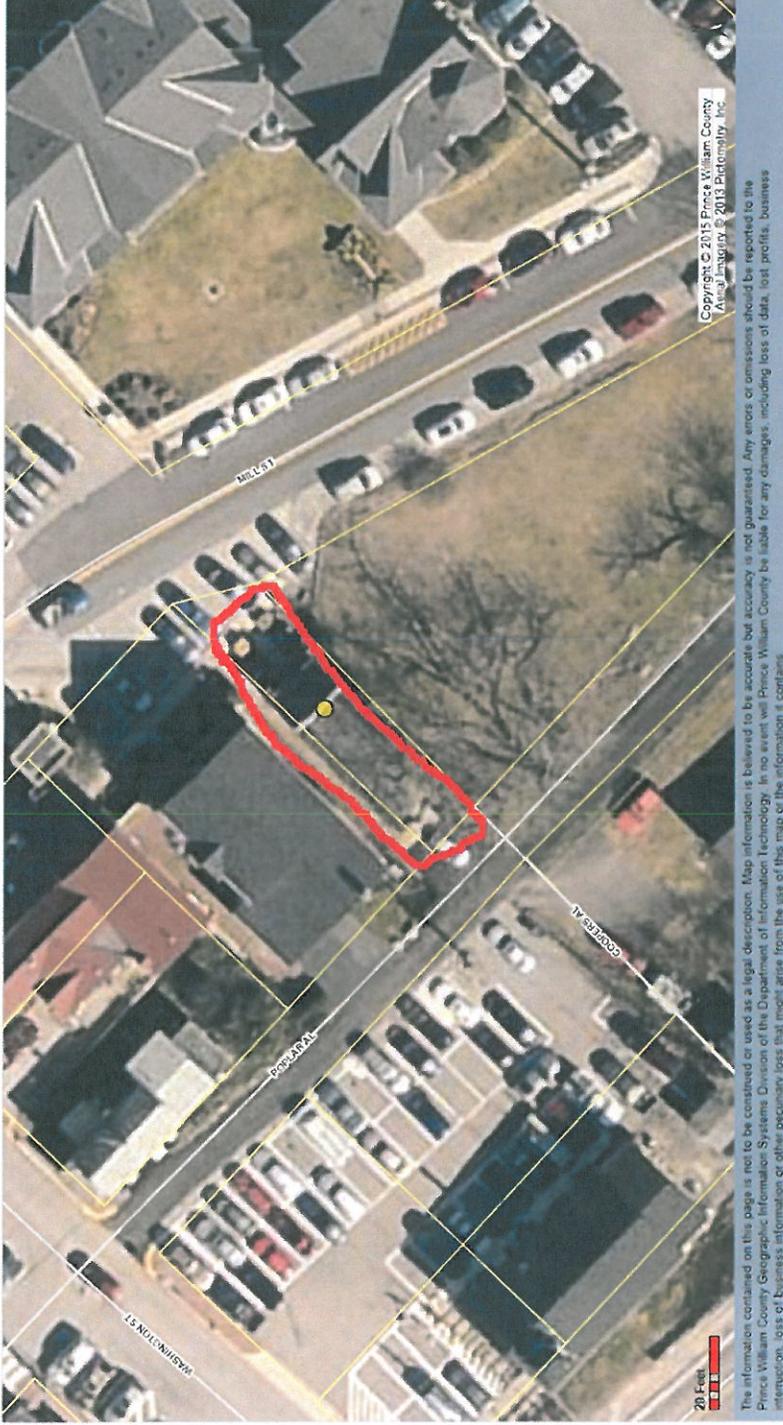


ATM - In Front of 203 Washington Street



Location #6

Visitors Center - 200 Mill Street



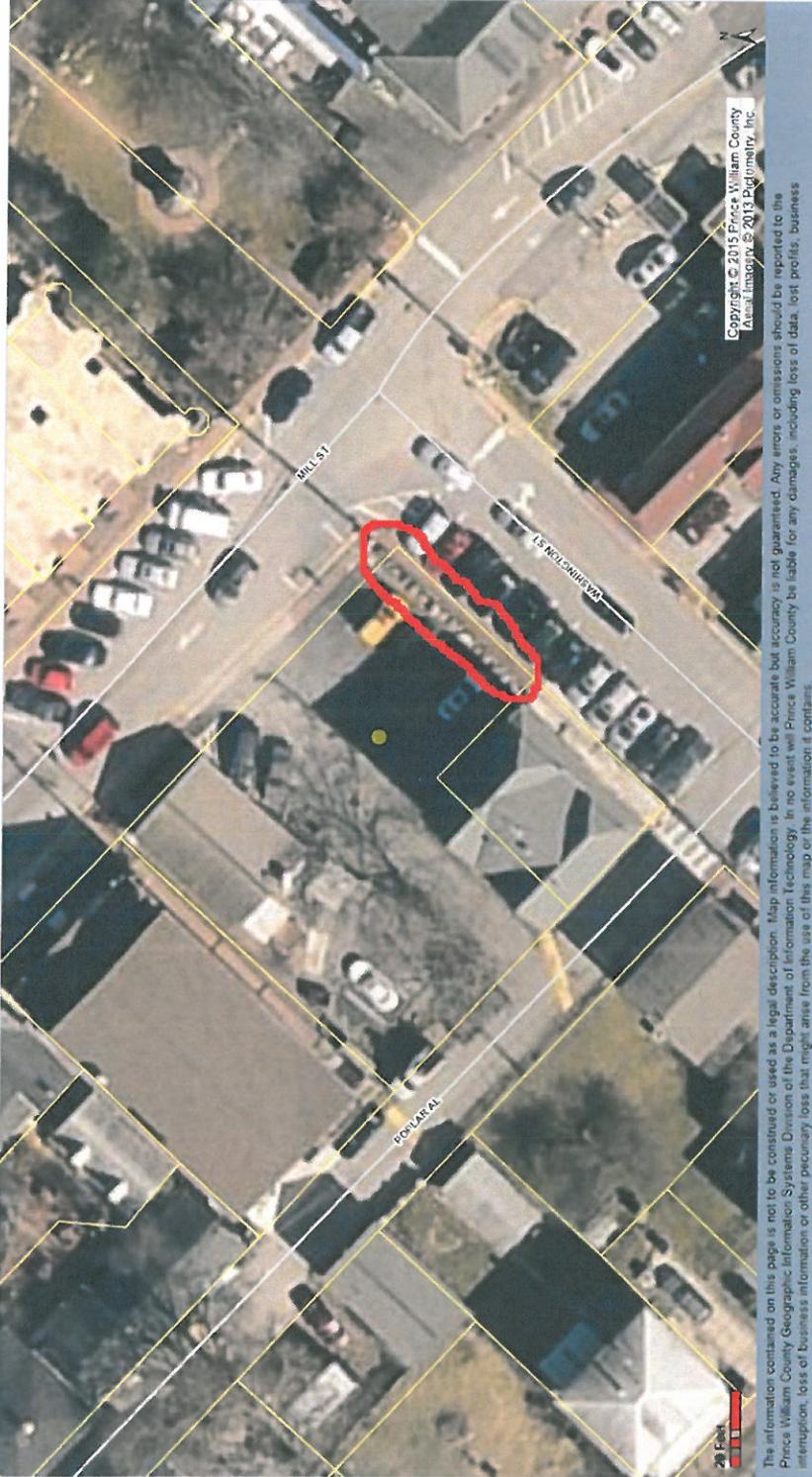
Mill House Museum - 458 Mill Street



River Mill Park - 460 Mill Street



Post Office - Rocks - 202 Mill Street



Entry Sign - Commerce and Rt. 123



TOWN OF OCCOQUAN
STANDARD CONTRACT FOR GOODS, SERVICES, CONSTRUCTION AND INSURANCE

This Contract is entered into on and as of its Effective Date by and between the TOWN OF OCCOQUAN , a body politic and corporate of the Commonwealth of Virginia (hereinafter, “Town”), and _____ (hereinafter “Contractor”), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions:

SOLICITATION TITLE: Landscaping Maintenance Services

SOLICITATION NUMBER: ITB # 2020-001

I. DEFINITIONS

- A. Capitalized terms that are defined in the Virginia Public Procurement Act or Town Policy, have the same meanings in this Contract as are given in that law, policy, or Solicitation. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.
1. “Contract Administrator” means the person designated by the Town Council to administer the Contract for the Town. The initial Contract Administrator is **Kathleen Leidich** but the Town Council may designate a new Contract Administrator by notice to the Contractor.
 2. “Contractor's Representative” means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor’s Representative is _____, but the Contractor may designate a new Contractor’s Representative by notice to the Town.
 3. “Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
 4. “Notice of Default” means a notice sent to the other party’s designee (Contract Administrator for the Town, Contractor’s Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
 5. “Notice of Termination” means a notice sent to the other party’s designee (Contract Administrator for the Town, Contractor’s Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
 6. “Party” means either the Contractor or the Town.
 7. “Town” means the Town of Occoquan, Virginia, the Town Council, or the Council’s designee assigned responsibility for this Contract, as permitted by the context.

8. "Work" means the Services and deliverables to be provided under this Contract.

II. FORMATION

A. Conditions Precedent to Formation:

Before any Contract between the Town and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. If, after performance under the Contract, the Town learns that a condition precedent was not met, the Town may, if permitted by law, ratify the Contract by affirmative recorded vote or may disclaim it, in its sole discretion.

1. Insurance: If the Solicitation requires certain insurance, the Contractor must provide proof of insurance in the amounts required by the Solicitation with an insurance company licensed to do business in the Commonwealth of Virginia.
2. Bonds: If the Solicitation requires payment or performance bonds, then bonds with surety satisfactory to the Town attorney shall be submitted to the Contract Administrator for approval.
3. Permits and licenses: If the procurement of the Goods, Services, Insurance or Construction that is the subject of this Contract requires possession of any licenses or receipt of any permits other than construction permits, then Contractor shall obtain those licenses and permits.
4. Payment of Debts: Contractor must pay all amounts shown as due to the Town on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

B. Parties

1. The sole parties to this Contract are the Town of Occoquan and the Contractor.
2. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
3. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
4. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The Town shall not be a party to any of these Contracts.
5. Contractor may not subcontract any of the work under this Contract without the prior, written approval of the Town, which will not be unreasonably withheld. The Contractor will, prior to award of the contract, provide the Town with a written list of

each proposed subcontractor and the work to be done by that subcontractor. The Town shall, after reasonable investigation, promptly inform the Contractor if it objects to a particular subcontractor. If the Town objects, the Contractor will not use that subcontractor for any part of the work and will promptly submit in writing for the Town's approval the name of another subcontractor (or propose to use the Contractor's own personnel) to perform those portions of the work. The Contractor will not change a subcontractor without giving the Town written notice of the proposed new Subcontractor and receiving the Town's approval after reasonable investigation. If the Town objects, the Contractor will either retain the existing subcontractor or propose a different subcontractor to the Town for approval. It is the Contractor's responsibility to obtain subcontractors whom the Town approves, and no delay due to the Town's objection to a subcontractor will authorize any change in the time required to perform the Work.

C. Authority to Execute

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

D. Incorporation of Documents

The Contract consists of the following documents, which are hereby incorporated by reference and fully made a part of the Contract. This Contract and the incorporated documents describe the subject of the Procurement, the particulars of its performance, the process and time for payment, and the rights and remedies of the parties (collectively, "the terms"). In case of any conflict between those documents' terms, the documents shall be given precedence in the following order, from highest to lowest:

1. The Specifications of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
2. This Contract,
3. The General Provisions of the Solicitation (if any) with solicitation title and matching identification number to this Contract,
4. The Bid Submission Form or Proposal of the Vendor (if any) with solicitation title and matching identification number to this Contract.

If there was no formal Solicitation, the specifications must be attached to this Contract and separately signed or initialed for them to be valid.

E. Effective Date

The Effective Date of this Contract shall be the last to occur of (1) the date on which the Contractor's Representative signs the Contract, (2) the date on which the Mayor signs the Contract, and (3) the date that all conditions precedent to formation are satisfied.

III. PERFORMANCE

A. Scope of Work

As set forth in ITB for Landscaping Maintenance Services, ITB # 2020-001

B. Notice to Proceed

After execution of the Contract and receipt of any documents required by the Contract Administrator before the Effective Date of this Contract, the Contract Administrator shall send the Contractor notice to proceed with the Contract as of a date convenient to the Town.

C. Contacts

In addition to the Contract Administrator and the Contractor's Representative, the parties may designate additional contacts for exchange of information.

D. Acceptance of Work

Performance of the Work and delivery of all Goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of rejection of any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

E. Warranty

The Contractor warrants that all Services it performs and all Goods, Insurance, and Construction it delivers to the Town will be of good quality and meet the specifications of this Contract and of all literature supplied by the Contractor as part of the selection process which led to the award of this Contract. "Literature" as used in this provision means any and all brochures, fliers, catalogs, Proposals, web sites, email, or other information, in whatever written form, relating to the quality, utility, economic advantages, or composition of the Goods or Services. This warranty is in addition to and does not substitute for the Contractor's warranties of title, against infringement, of merchantability, and of fitness for particular purpose under Virginia Code §§ 8.2-312, 8.2-314, and 8.2-315, which the parties expressly agree apply to this Contract.

F. Invoices

1. Vendor will submit all its invoices for payment in the fiscal year in which the Goods, Services, Insurance or Construction were provided or within thirty days thereafter. Late invoices are subject to rejection if no appropriated funds are available for their payment.
2. The invoice must be in the name of the Contractor unless an assignment has been received and approved by the Town.

G. Payment

1. In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to section IV.D) of this Contract relating to “Non-appropriation of Funds,” the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later provided that an unconditional lien release is provided from the Contractor and all subcontractors who provided any goods and/or services for which the Town is being charged.
2. Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the Contractor agrees to:
 - a. Pay each subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by each subcontractor under that contract; or
 - b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

If the Contractor after having received payment from the Town fails to pay each subcontractor its proportionate share of the total payment, the Contractor shall be obligated to pay interest to each subcontractor on all amounts that remain unpaid after the seven days following receipt by the Contractor of payment from the Town. Under no circumstances will the Town pay or reimburse this interest payment.

3. Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month or twelve percent per annum against the Contractor on any unpaid amounts owed to each subcontractor.
4. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
5. A Contractor that is an individual must provide his or her social security number and a Contractor that is any form of business entity must provide its federal employer identification number to the Contract Administrator before payment can be made. This requirement permits the Town to comply with federal reporting requirements for income tax.
6. The Town may offset any payment due to Contractor by any debt shown on the Town’s accounts, even if a dispute exists as to the debt’s validity or enforceability.

IV. TERM AND TERMINATION

A. Base Term and Extensions

1. The base term for this Contract shall be for the period of one (1) year and shall commence on July 1, 2019 and terminate on June 30, 2020.
2. This Contract may be renewed annually for up to three additional years, if agreed upon by both parties. Any price increases requested by the Contractor must be justified by reference to published information showing increases in labor costs, fuel, or other costs to be paid by the Contractor, and shall not exceed 3% of the total amount of the awarded Contract in any renewal period.

B. Termination for Default

1. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.
2. Except in an emergency endangering life, safety, or the operation of the public, the party claiming default shall provide notice and an opportunity to cure the default to the other party before terminating the Contract for default.
 - a. Notice of Default shall be given at least ten business days before the date set for termination and shall set forth the grounds for claiming default of the other party and the steps demanded to cure the default.
 - b. If the party receiving the Notice of Default cures the default before the end of the cure period set out in the Notice, then the party sending the Notice of Default shall not terminate the Contract for default.
3. If the period for cure passes without curing of the default, then the party sending the Notice of Default may send a Notice of Termination for default to the defaulting party.
4. Default of one party shall not excuse the default of the other party. If either party is in default, either or both may send a Notice of Default and, if warranted, a Notice of Termination.

C. Termination for Convenience

1. The Town may terminate this Contract or any Work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Town Council, determines that such termination is in the best interest of the Town.
2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.

3. The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Mayor and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.

D. Termination for Non-Appropriation

1. If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the Town may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
2. If the Town terminates for non-appropriation, the Town shall be liable only for payments due through the effective date of termination.
3. Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from any portion of the Contract.

E. Claims Upon Termination

1. Upon receipt of a Notice of Termination, the Contractor shall:
 - a. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - b. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice (in the case of partial termination only);
 - c. Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice (in the case of partial termination only);
 - d. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator; and
 - e. Use its best efforts to mitigate any damages which may be sustained by the Contractor or any of its subcontractors as a consequence of termination under this clause.
2. After complying with the foregoing provisions, the Contractor shall submit a termination claim within thirty days unless an extension is granted by the Contract Administrator. This termination claim shall document all amounts due under this provision.
 - a. Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Town Council, shall pay from the Town's budget the reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the

original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the goods or services not delivered, or those goods or services not provided. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.

- b. If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay the Contractor from the Town's budget the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph a of this clause 2:
 - i. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - Cost of the goods delivered or work performed; and
 - The cost of settling and paying any reasonable claims as provided above; and
 - A sum as profit on work performed determined by the Contract Administrator to be fair and reasonable.
 - ii. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of goods or services not terminated.
 - c. If the Contractor is not satisfied with any payments which the Contract Administrator determines to be due under this provision, the Contractor may appeal any claim to the Town in accordance with section VI.C)(1), Submission of Disputes.
3. The Contractor shall include similar provisions for termination in any subcontractors and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

F. Survival of Certain Provisions After Termination

Notwithstanding the termination of this Contract, the following provisions remain in effect until they are waived in writing, expire by their own terms, or become unenforceable by operation of law: sections E, VI, VII.A), VII.B), and VII.D).

V. STATUTORY REQUIREMENTS

A. Employment Discrimination

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each sub-contractor to do so. If this Contract is for a consideration in excess of Ten Thousand Dollars (\$10,000.00), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Ethics

The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

C. Drug-Free Workplace

During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

3. State in all solicitations or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

D. Faith-Based Organizations

The Town of Occoquan in procuring goods and services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

E. Employment of Illegal Aliens

The contractor agrees that it does not, and shall not during the performance of this contract for goods and services, knowingly employ any unauthorized alien or aliens as defined in the federal Immigration Reform and Control Act of 1986.

F. Foreign And Domestic Business Authorized to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with this provision.

VI. DISPUTES

A. Governing Law

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the applicable portions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. As a town of less than 3,500 population, the Town is exempt from all portions of the VPPA except as provided in

Virginia Code § 2.2-4343 A(9). The Town reserves the right to adopt generally applicable policies on procurement, which will apply to this Contract except to the extent anything in such policies is inconsistent with the express terms of this Contract.

B. Hold Harmless

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied against the Owner and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.
2. To the fullest extent permitted by law, the Contractor shall also indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town against all costs, including reasonable attorney's fees, arising from liens encumbering the Town's Property filed by subcontractors, sub-subcontractors, material suppliers, and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off.
3. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the Town hold others harmless is invalid and unenforceable as an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town cannot waive its sovereign immunity.

C. Conditions Precedent to Pursuit of Legal Remedies

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

1. **Submission of Disputes:** A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested.

2. Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Council's designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Mayor a written appeal addressed to the Town Council. The Town Council shall consider the appeal and render its written decision within forty (40) days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of a properly appealed decision of the Town Council's designee, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

D. Venue

Any action brought under this Contract must be brought in the state courts for the County of Prince William and may not be removed to the Federal Court system.

E. Limitations on Actions

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

F. Waiver of Jury Trial

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

VII. MISCELLANEOUS

A. Time of the Essence

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing.
2. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated in Subsection VI(B)(5) below if a Claim is made therefor in writing and provided to the Town within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.

3. Contractor acknowledges and agrees that adjustments in the Contract Period will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to the Town of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. Such an adjustment of time shall be Contractor's sole and exclusive remedy for the delays described in this Section.
4. Actual adverse weather delay days must prevent work on critical activities outdoors for fifty percent (50%) or more of Contractor's scheduled workday in order to be counted. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions, the Contract Period will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided herein. Abnormal weather conditions occur only if the total number of actual adverse weather days exceeds the standard for that month as shown in the following table:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
7	7	8	7	8	7	8	8	6	6	6	6

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the Town allows, in writing, an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.
6. The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

B. Liquidated Damages

1. If Contractor fails to complete the work within the time specified in this Contract, or any extension, or defaults in any other obligation called for under this Contract, then Contractor shall, in place of actual damages, pay to the Town as fixed, agreed, and liquidated damages, and not as a penalty, for each calendar day of delay the sum of One Thousand and 00/100 Dollars (\$1,000.00).
2. Alternatively, if performance is so delayed, the Town may terminate this Contract in whole or in part under the Default clause in this Contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the Town may reasonably obtain performance of similar services. The liquidated damages shall be in addition to any increased costs incurred by the Town in completing the work and shall be paid to the Town upon demand.
3. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor. Notwithstanding any other provisions of this Contract, it is mutually understood that any time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of this Contract. The change order granting the time extension may provide that the completion date will be extended only for those specific elements so delayed and that the remaining completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

C. Integration Clause; Modifications to the Contract

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
2. All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative. Any attempted modification or change without the Town's written approval shall be void and shall be grounds for declaring a default.
3. The Contract Administrator, with the concurrence of the Town Council, shall have the authority to order changes in this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."
 - a. Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

- b. Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
- c. The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
- d. No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

D. Examination of Records

1. The Contractor agrees that the Town or any duly authorized representative of the Town may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor related in any manner to this Contract. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
2. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. This right expires on the third anniversary of the issuance of final payment to the subcontractor.

E. Assignment of Rights

1. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.
2. Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Town all warranties related to goods provided to the Town under this Contract.

F. Incorporation of Town Fleet Vehicle Anti-Idling Policy

This Contract incorporates by reference the Town Fleet Vehicle Anti-Idling Policy, which applies to the Contractor.

IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by **Earnest W. Porta, Jr.**, its Mayor, with its corporate seal hereunto duly affixed and attested by its Clerk, pursuant to authority heretofore duly granted by the Town of Occoquan; and

Contractor has caused its name to be hereunto subscribed by Contractor's Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

THE TOWN OF OCCOQUAN
By:

CONTRACTOR

Mayor

Contractor's Representative

Print Name and Title

ATTEST:

ATTEST:

Clerk

Its:

Date

Date



INVITATION TO BID

ISSUE DATE: June 7, 2019

ITB # 2020-001

TITLE: Landscaping Maintenance Services

The Town of Occoquan is requesting quotations for landscape maintenance services within the Town's historic district and public parks.

Responses are due at the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 3:00 p.m. on Thursday, June 27, 2019. Bids by telephone, electronic mail or facsimile will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the Town Manager. The Town shall not be responsible for verbal clarification of information provided by any party. Offerors may not rely on any oral information provided. The Town will provide written responses to questions as the only form of clarification.

Kathleen R. Leidich, AICP
Town Manager, Town of Occoquan
PO Box 195, Occoquan, VA 22125
(703) 491-1918, Ext. 2
kleidich@occoquanva.gov

BIDS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/ CONTAINER AND CLEARLY MARKED WITH "PROPOSAL #2020-001" & DELIVERED TO:

Town of Occoquan Town Hall
314 Mill Street, Occoquan, VA 22125
ATTN: Town Manager

The Town of Occoquan does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Invitation to Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Virginia LAWN SERVICE, INC.
1051- A CANNONS CT, WOODBRIDGE, VA 22191

Signature In Ink:

Kenton E. Soline

KENTON E. SOLINE
Print/Type

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- I. **PURPOSE:** The Town of Occoquan is seeking price quotes from a qualified vendor to furnish all labor, equipment, and materials to provide annual landscape maintenance services within the Town's main business district.
- II. **CONTRACT TERM:** The Town will enter into a one (1) year contract with the selected vendor to provide the services listed below. The contract will commence on July 1, 2019 and terminate on June 30, 2020. The contract may be renewed annually, for up to three additional years, if agreed upon by both parties. Any price increases requested by the Contractor must be justified by reference to published information showing increases in labor costs, fuel, or other costs to be paid by the Contractor, and shall not exceed 3% of the total amount of the Contract in any renewal period.
- III. **PRE-BID MEETING/TOUR:** Prospective vendors should familiarize themselves with the locations prior to submitting quotes and confirm any discrepancies with the Town's representative. Vendors are invited to tour the project areas with the Town Manager and Maintenance Supervisor on Wednesday, June 19, or Thursday, June 20, 2019. Please contact Kathleen Leidich at kleidich@occoquanva.gov or (703) 491-1918 Ext. 2 if you would like to arrange to visit the sites.
- IV. **SCOPE OF WORK:** The scope of work includes furnishing all labor, equipment and materials necessary to provide a comprehensive landscape maintenance program for all associated trees, brush and ground cover located on public property including right-of-ways, public buildings, parks and public gardens, mainly located within the Town's historic district.

1. LOCATIONS

- Location #1 Town Hall, 314 Mill Street
Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers
- Location #2 Mamie Davis Park, 205 Mill Street
Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers
- Location #3 Maintenance Facility, 124 Commerce Street
Pruning, aerating, seeding (grass), weeding, flower bed, mulching, mowing, plant annual flowers
- Location #4 Cooper's Alley (Between Madigan's Restaurant and Riverwalk Shops)
Flower bed, shrubbery, mulching, weeding, pruning
- Location #5 Storage Building (Near BB&T ATM)
Prune shrubbery, mulching, weeding
- Location #6 Visitor's Center, 200 Mill Street
Garden bed, mulching, weeding, pruning, plant annual flowers
- Location #7 Mill House Museum, 458 Mill Street
Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area at entry to foot bridge, plant annual flowers
- Location #8 Entry Garden, Corner of Commerce and Washington Streets
Applies to garden bed extending from Maintenance Facility to around on

Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers

- Location #9 River Mill Park, 460 Mill Street
Mowing, aerating, seeding (grass), tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers
- Location #10 Post Office, 202 Mill Street
Cut back weeds in rock area only
- Location #11 Street Rights-of-Ways (Historic District)
Plant and care for grass and trees located within medians within the historic district
Remove weeds from all brick sidewalks located within the historic district
Prune trees located within town's right-of-ways
- Location #12 Mill Street Cul-de-Sac Right-of-Way
Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers
- Location #13 Commerce Street/Route 123 (Entry Sign)
Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street.
- Location #14 Town wide
Upon request from Town staff, to address specific areas on a case by case basis, through additional quotes for service.
2. **FREQUENCY:** All areas should be serviced at least once per month and the vendor shall perform the listed services. Services are to be provided 10 months per year; regular monthly maintenance shall be performed March through December. No regularly scheduled visits are required in January or February, but the vendor should be prepared to respond to specific requests from the Town in the event of damage to plants or other circumstances. The Contractor will provide firm fixed pricing for any additional services, such as visits in January or February.
 3. **MULCHING:** All individual trees, shrub and garden beds shall be mulched with premium quality shredded hardwood bark mulch. Bulk or bagged product is acceptable. Mulch shall be spread to a depth of 2-3 inches. Plantings shall be mulched a minimum of twice per year, with regular touch-ups as needed.
 4. **WEEDING:** All beds, tree rings and sidewalks shall be kept substantially free of weeds at all times using manual and chemical control practices. All mulched areas shall be weed free at all times.
 5. **PRUNING:** Plants shall be pruned for structural stability, form and safety as needed. Prior to commencement of any maintenance activities, the vendor shall confer with the Town's Maintenance Supervisor to confirm a pruning plan for each of species of trees, grasses and shrubs. This plan shall be followed throughout the duration of the contract.
 6. **REMOVAL AND REPLACEMENT:** The vendor shall be responsible for removing and disposing of plant materials that have been determined by the Maintenance Supervisor as deficient or dead. The plants shall be removed and a price quote for replacement shall be provided to the Town. Replacement shall be at the sole discretion of the Town and a reimbursement request for the new plantings shall be included in the monthly invoice.

7. **TRASH REMOVAL:** The vendor shall, during the course of their regular monthly, or otherwise scheduled visit, remove and dispose of all trash pieces greater than two square inches in size that may be found within the planting beds and park areas.
8. **BILLING:** Invoices for all work performed shall be submitted monthly to the Town Manager. Invoices should include a detailed description of all work performed.
9. **DEBRIS BLOWING:** The vendor shall use care in blowing off clippings and other debris from paved areas so that such debris does not strike parked vehicles or other private property. No debris shall be removed in such a manner that it will enter the storm sewer system, the Occoquan River, or any tributary thereof.

V. GENERAL CONTRACT TERMS AND CONDITIONS

1. **SUBMITTAL INSTRUCTIONS:** One (1) original and two (2) copies of each bid must be submitted on the attached bid form and received by the Town of Occoquan, Town Manager, at the address shown on the cover page of this solicitation. Bids must be received no later than the date and time listed on the cover page of this solicitation. Bids in the form of telephone, facsimiles or electronic mail messages will not be accepted.

Contractors shall complete and submit as their proposal, the following documents:

- a. The return of the Invitation to Bid cover sheet signed and filled out as required by a representative of the Vendor authorized to bind the firm into a contract.
 - b. All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Town of Occoquan website – www.occoquanva.gov. Vendors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.
 - c. Include pricing page.
 - d. Include any additional information the vendor believes to be essential to a thorough evaluation of its proposal.
 - e. Include a minimum of three (3) references where similar work was performed. Include the dates when work was provided, the business name, address, and name and telephone number of the contract administrator. The Town shall have the option of checking discovered references in addition to references provided by the Vendor. The Town must be able to contact references without notification to the Vendor.
2. **LATE BIDS:** Bids received after the submission deadline will be returned, unopened, provided a return address is visible.
 3. **ACCEPTANCE OR REJECTION OF BIDS:** The Town reserves the right to accept or reject any or all bids in whole or in part and to waive minor informalities in the process of awarding this contract.
 4. **COMPETITION INTENDED:** It is the Town's intent that the Invitation to Bid permit competition. It shall be the offerors responsibility to advise the town Manager in writing of any language, requirements, specifications, etc. or any combinations thereof, that inadvertently restricts or limits the requirements stated in this ITB to a single source.
 5. **INQUIRIES COMMENTS CONCERNING SPECIFICATIONS:** Questions or comments concerning the specifications, contained herein must be received by the Town manager at least five (5) days prior to Bid Due Date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be

sent to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.

6. **COSTS INCURRED IN RESPONDING:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
7. **DISPOSITION OF BIDS:** All materials submitted in response to this ITB will become the property of the Town. One (1) copy of each bid shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Disclosure: Trade Secrets and Proprietary Information".
8. **DISCLOSURE-TRADE SECRETES AND PROPRIETARY INFORMATION:** In compliance with the Virginia Public Procurement Act (the "VPPA"), all bids will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.
9. **LAWS AND REGULATIONS:** The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
10. **LICENSE REQUIREMENT:** All firms doing business for the Town of Occoquan are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Occoquan, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Town Clerk at (703) 491-1918, Ext. 1. The BPOL license number, if applicable, must be indicated on the pricing page of this Invitation for Bid. Bidders submitting price quotes must be fully licensed to do business in Virginia.
11. **NON-ASSIGNMENT OF CONTRACT:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Purchasing Officer, such permission not to be unreasonably withheld.
12. **CONTRACT AWARD:** The resulting contract will be issued to the lowest responsive, responsible proposal offering the lowest "Total All Locations" line of the attached bid form, without regard to offered discounts for early payment. Price quotes should be listed for each individual location and broken down to a fixed monthly cost for each. The Town intends to award a contract for all identified locations, but reserves the right to delete any individual location prior to contract award; any such deletion shall result in the reduction of the "Total All Locations" line of the attached bid form for purposes of determining the lowest responsive and responsible bidder.
13. **INSURANCE REQUIREMENT:** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally, the contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

These certificates must be forwarded to the Town Manager before the contract is signed.

Insurance Requirements:

Workers Compensation: Statutory Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.

Bodily Injury: \$2,000,000 each person
 \$2,000,000 each occurrence

Property Damage:

Automobile: \$2,000,000 each accident
General Liability: \$2,000,000 each accident
 \$2,000,000 each occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the Purchasing Officer. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

14. **CLAIMS:** The contractor shall be responsible for resolutions of any and all damage claims resulting from operations provided. Claims made to the Town as a result of operators provided under this contract will be referred to the contractor for handling. Failure to properly respond to and resolve claims constitutes unsatisfactory performance and may result in cancellation of the contract.



Reply to:
 Town of Occoquan
 PO Box 195, 314 Mill Street
 Occoquan, VA 22125

INVITATION TO BID
 This is not a contract.
 Submit quotation on this form.

BID FORM - PRICING PAGE

Date:	Subject: Landscape Maintenance	Bid Due Date: June 27, 2019, 3:00 p.m.	ITB NO. 2020-001
Bidder Information (Name, Address, Phone, Fax, Email) Virginia Lawn Services, Inc. 1051-A Cannons Court Woodbridge, VA 22191 (703) 494-4857		<i>KENTEVLSINC.COM</i> <i>FAX = (703) 832-5920</i>	Discount for payment within <u> </u> days is <u> </u> % (this will not affect the basis of award).
Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items. Subject to terms and conditions on ATTACHED SHEETS.			
Item and Description	Monthly Price	Annual Price	
Location #1 Town Hall, 314 Mill Street Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers <i>Recommend 25 Flowers (old = 20)</i>	<u>\$ 180.00</u>	<u>\$ 2,160</u>	
Location #2 Mamie Davis Park, 205 Mill Street Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers <i>Recommend 90 Flowers (old = 70)</i>	<u>\$ 250.00</u>	<u>\$ 3,000</u>	
Location #3 Maintenance Facility, 124 Commerce Street Pruning, aerating, seeding (grass), weeding, flower bed, mulching, mowing, plant annual flowers <i>Recommend 40 Flowers (old = 25)</i>	<u>\$ 115.00</u>	<u>\$ 1,380</u>	
Location #4 Cooper's Alley (Between Madigan's Restaurant and Riverwalk Shops) Flower bed, shrubbery, mulching, weeding, pruning	<u>\$ 20.00</u>	<u>\$ 240</u>	
Location #5 Storage Building (Near BB&T ATM) Cut back shrubbery, mulching, weeding <i>Recommend 30 Flowers (old = 30)</i>	<u>\$ 65.00</u>	<u>\$ 780</u>	
Location #6 Visitor's Center, 200 Mill Street Garden bed, mulching, weeding, pruning, plant annual flowers <i>Recommend 30 Flowers (old = 25)</i>	<u>\$ 95.00</u>	<u>\$ 1,140</u>	

Location #7 Mill House Museum, 458 Mill Street Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area at entry to foot bridge, plant annual flowers <i>Recommended 40 Flower Cold=20</i>	<u>\$ 90.00</u>	<u>\$ 1,080</u>
Location #8 Entry Garden, Corner of Commerce and Washington Streets Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers <i>Recommended 40 flowers Cold=25</i>	<u>\$ 85.00</u>	<u>\$ 1,020</u>
Location #9 River Mill Park, 460 Mill Street Mowing, aerating, seeding (grass), tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers <i>Recommended 30 flowers Cold=25</i>	<u>\$ 275.00</u>	<u>\$ 3,300</u>
Location #10 Post Office, 202 Mill Street Cut back weeds in rock area only	<u>\$ 20.00</u>	<u>\$ 240</u>
Location #11 Street Rights-of-Ways (Historic District) Plant and care for grass and trees located within medians within the historic district Remove weeds from all brick sidewalks located within the historic district Prune trees located within town's rights-of-way	<u>\$ 110.00</u>	<u>\$ 1,320</u>
Location #12 Mill Street Cul-de-Sac Right-of-Way Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers <i>Recommended 15 flowers</i>	<u>\$ 60.00</u>	<u>\$ 720</u>
Location #13 Commerce Street/Route 123 (Entry Sign) Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street. <i>Recommended 25 flowers</i>	<u>\$ 110.00</u>	<u>\$ 1,320</u>
TOTAL ALL LOCATIONS	<u>\$ 1,475</u>	<u>\$ 17,700</u>
Exceptions to Specifications <u>Contract</u> <u>Include grass & mulch Improvements</u> <u>AT Entrance TO TOWN</u>		
BPOL License No. _____		
Bidder Guarantees product or services offered will meet or exceed specifications identified in this Invitation to Bid, subject to all conditions stated herein and on the attached sheets. By <u>Kutnal</u> Date <u>6/26/14</u> Title <u>Pres.</u>		

