



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
 Agenda Communication

<b>8. Regular Business</b>	<b>Meeting Date:</b> November 4, 2015
<b>8 B: Request to Approve Bond Release Request and a One-Year Maintenance Agreement for Occoquan Heights</b>	

**Explanation and Summary:**

Elm Street Development has requested that the Town release the bonds associated with the Occoquan Heights Development. Currently, the Town holds a combined site and erosion and control bonds in the amount of \$110,400. The Town Council approved a reduction of the original bond amount to the current amount in June of 2014. The As-built drawings were approved by Town Council in May of this year.

Elm Street has provided a one-year Maintenance Agreement and submitted a cash bond in the amount of \$3,680 to Town Hall. The Maintenance Agreement requires a bond to be posted that is 10% of the originally approved landscape bond of \$36,785.

After staff on-site review, the remaining issue to be addressed is the eroded area of the rear yard of the adjacent property owner. The Town Engineer’s staff report is attached.

**Outstanding Project Sureties**  
 Site and E&S Bond, **\$110,400**

**Maintenance Bond Surety - To Be Posted**  
 One-Year Maintenance Bond, **\$3,678**

**Engineer’s Recommendation:** Recommend release of the bonds in full, contingent upon the acceptance of a one year maintenance bond and adequate ground cover is established in areas damaged as a result of erosion from the property.

**Town Attorney’s Recommendation:** Concur with Engineer’s recommendation.

**Town Manager’s Recommendation:** Concur with Engineer’s recommendation.

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

**Proposed/Suggested Motion:**

“I move to approve the release of the Occoquan Heights site and erosion and sediment control bond in the amount of \$110,400, contingent upon completing a one-year Maintenance Agreement on installed landscaping and posting a \$3,678 surety with the Town of Occoquan, and ensuring adequate ground cover is established in any areas impacted as a result of erosion from the property.”

OR

Other action Council deems appropriate.

**Attachments: (2)**    Occoquan Heights Bond Release Request - Staff Report  
                                 Occoquan Heights - Approved As-Built Drawings



# TOWN OF OCCOQUAN

*Circa 1734 • Chartered 1804 • Incorporated 1874*  
314 Mill Street • PO Box 195 • Occoquan, Virginia 22125  
(703) 491-1918 • Fax (703) 491-4962 • info@occoquanva.gov  
www.occoquanva.gov

**TOWN COUNCIL**  
Elizabeth A. C. Quist, Mayor  
Patrick A. Sivigny, Vice Mayor  
Tyler C. Brown  
J. Matthew Dawson  
Jim Drakes  
Joe McGuire

**TOWN MANAGER**  
Kirstyn Barr Jovanovich

## STAFF REPORT TOWN OF OCCOQUAN

APPLICANT: Occoquan Heights, LC

PREPARED BY: Bruce A. Reese, PE, LS

DATE: October 29, 2015

### PART I

#### **A. EXECUTIVE SUMMARY**

A final as-built drawing is required to be submitted as a part of the bond release procedure to verify the improvements have been installed in general conformance with the approved site plan. As-builts were approved on May 5, 2015, by the Town Council.

The Applicant has also requested the sureties posted for the property be released in full, with only a one-year landscape maintenance surety to remain.

#### **B. DESCRIPTION OF PETITION**

The Applicant requests the release of the currently posted erosion and sediment, site improvement, and landscape sureties.

#### **C. APPLICABLE REGULATIONS**

1. Sec. 54-169 (j) (1) a. Performance Bond
2. Sec. 54-169 (j) (2) Maintenance Bond
3. Sec. 54-169 (j) (5) Final As-built Drawings
4. Section 18-38 (b) Issuance of Land Disturbing Permit and Surety

PART II

**A. ANALYSIS OF EXISTING CONDITIONS**

1. LOT AREA - ±3.8 acres
2. LOCATION - East side of Washington Street, north of Mt. High Street
3. BUILDINGS/STRUCTURES - 39 Townhouse units, Zoned R-3
4. ACCESS - Washington Street
5. AS-BUILT STATUS – Approved by Town Council May 5, 2015
6. SURETY STATUS – Site walked and punch-list generated. Follow-up inspection revealed all necessary corrections made. Site is in conformance with approved plans.

PART III

**STAFF CONCLUSIONS**

Staff has reviewed the approved plans and inspected the site for conformance to those plans. All bonded work is in place and operating as designed. Landscaping has been placed in general accordance with the approved site plan (either exceeding the approved plan plant count or with a generally accepted plant substitution). The site and erosion control bonds were combined at the time of the first bond reduction request and remain at \$110,400.

I recommend the site, landscape, and erosion control bonds be released, contingent upon:

1. Developer executes an Agreement for maintenance and posts a 1 year maintenance bond to cover the costs of potential failed landscaping. The maintenance bond should be posted at 10% of the originally approved landscape bond of \$36,785, or \$3,678.
2. Adequate ground cover is established in any areas on site or on immediately adjacent property damaged as a result of erosion from the property.

**PREPARED BY:** Bruce A. Reese, PE, LS, Town Engineer  
**DATE PREPARED:** October 29, 2015



CC: File  
Kirstyn Jovanovich, Town Manager, Town of Occoquan

# TOWN OF OCCOQUAN AS-BUILT

## GENERAL NOTES

1. This site has been addressed by the Town of Occoquan as: 109 WASHINGTON STREET, OCCOQUAN, VA 22126 (addresses for subdivision lots shall appear on the approved plan for recordation).
2. Addresses assigned are for the layout of individual businesses or dwelling units and are for exterior doors as shown on this plan only. Any deviation in design or layout will require that a revised plan be submitted to the Office of Mapping for re-addressing. It is the responsibility of the developer to inform the Town Office of Mapping before a change in layout occurs and to submit complete and accurate information for re-addressing. Town of Occoquan does not assume any responsibility where re-addressing is required even though tenants have already occupied a portion of the building.
3. Methods and materials used in the construction of the improvements herein shall conform to the current Town construction standards and specifications and/or current VDOT standards and specifications.
4. The contractor or developer is required to notify the Town of Occoquan in writing three (3) days prior to the beginning of the construction and specifically request inspection before beginning -- 703-491-1918.
  - A. Installation of approved erosion control devices.
  - B. Clearing and Grading
  - C. Subgrade excavation.
  - D. Installing storm sewers or culverts.
  - E. Setting curb and gutter forms.
  - F. Placing curb and gutter.
  - G. Placing other concrete.
  - H. Placing gravel base.
  - I. Placing any bituminous surfacing.
  - J. Installing water mains outside the Service Authority's boundaries.
  - K. Installing sanitary sewer outside the Service Authority's boundaries.
5. Measures to control erosion and siltation, including detention ponds serving as silt basins during construction, must be provided prior to issuance of the site development permit. The approval of these plans in no way relieves the developer or his agent of the responsibilities contained in the Virginia Erosion and Sediment Control Handbook.
6. A permit must be obtained from the Office of the Resident Engineer, Virginia Department of Transportation (VDOT) Prince William County, prior to construction in existing State right-of-way, 358-1900.
7. Approval of this plan does not guarantee issuance of an entrance permit by VDOT when such permit is required under State law.
8. The exact location of all guard rails will be determined by VDOT personnel. "A joint inspection will be held with the Developer, County Representatives, and Representatives, of the Virginia Department of Transportation (VDOT) to determine if and where guard rail and/or paved ditches will be needed. The developer will be responsible for providing guardrail and paved ditches as determined by this joint inspection." Refer to Virginia Department of Transportation (VDOT) Guard Rail and Paved Ditch Specifications.
9. An approved set of plans and all applicable permits must be available at the construction site. Also, a representative of the developer must be available at all times.
10. Warning signs, markers, barricades or flagmen should be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
11. All unsuitable material shall be removed from the construction limits of the roadway before placing embankment.
12. All pavement sections on the approved plans are based on a minimum CBR value of 10. CBR tests are to be performed by the engineer and submitted to the Town Planning Office for review prior to placement of base material. CBR values less than 10 will require submittal of revised pavement section.
13. All roadside ditches at grades of more than 5% shall be paved with cement concrete to the limits indicated on the plans and as required at the field inspection.
14. All springs shall be capped and piped to the nearest storm sewer manholes or curb inlet. The pipe shall be minimum 150 mm (6") diameter and conform to VDOT standard SP-1.
15. All standard street name signs, traffic control devices, and street lights shall be installed by the developer when the first building unit is occupied.
16. Construction debris shall be containerized in accordance with the Virginia Litter Control Act; no less than one litter receptacle shall be provided at the construction site.
17. The contractor shall provide adequate means of cleaning mud from trucks and/or other equipment prior to entering public streets, and it is the contractor's responsibility to clean streets, alloy dust, and to take whatever measures are necessary to insure that the streets are maintained in a clean, mud and dust free condition at all times.
18. \* Notification shall be given to the appropriate utility Company (Service Authority, Virginia-American Water Company, or Dale Service Corporation) prior to construction of water and/or sanitary sewer lines. Information should also be obtained from the appropriate authority concerning permits, cut sheets, and connections to existing lines.
19. All sanitary sewers and water mains and appurtenances shall be constructed in accordance with the current standards and specifications of the Town of Occoquan and/or the Service Authority.
20. The developer and/or contractor shall be responsible to supply all utility companies with copies of plans that have been approved by the Town of Occoquan and advising them that all grading shall conform to the approved plans, and further that the utility companies shall be responsible for honoring these plans and the finished grades in the installation of their utility lines.
21. Contractors shall notify operators who maintain underground utility lines in the area of proposed excavating or blasting at least two (2) working days, but not more than ten (10) working days, prior to commencement of excavation or demolition. Names and telephone numbers of the operators underground utility lines in the Town of Occoquan appear below. These numbers shall also be used to serve in an emergency condition.
 

■ Washington Gas Light Co. Virginia Power Co. Northern Virginia Electric Co-op Columbia Gas of Virginia Continental Telephone of VA Colonial Pipeline Co. Transcontinental Gas Pipe Line Corp.	Service Authority 335-7900 (After hours-Emergency 335-7930) Virginia-American Water 491-2136 Dale Service Corporation 494-4161
■ MISS UTILITY 1-800-257-7777	
22. The Service Authority requires that a clean-out be placed within three-tenths (0.3) meters (one-foot) of the property line.
23. The location of existing utilities shown in these plans are taken from existing records. It shall be the contractor's responsibility to verify the exact horizontal and vertical location of all existing utilities as needed prior to construction. The contractor shall inform the engineer of any conflicts arising from his existing utility verification and the proposed construction.
24. The developer will be responsible for any damage to the existing streets and utilities which occurs as a result of his construction project within or contiguous to the existing right-of-way.
25. All utilities placed under existing streets shall be bored or jacked.
26. When grading is proposed within easements of utilities, letters of permission from all involved companies must be provided to the Town of Occoquan prior to issuance of grading and/or site development permits.
27. The developer will be responsible for the relocation of any utilities which is required as a result of his project. The relocation should be done prior to construction.
28. Before burning, blasting, transportation or storage of explosives in the Town of Occoquan, a permit shall be obtained from the Fire Marshal's Office, 792-6360.
29. Fire and Rescue Services must be notified immediately (792-6810) in the event that unusual items such as tanks, cylinders, unidentified containers, etc. which could contain potentially hazardous materials are discovered or observed. All activities must cease and not be resumed until authorization to proceed is given by the Fire Marshal's Office.
30. Sidewalk underdrains shall be installed per Section 650 of the Design and Construction Standards Manual.
31. All walkways outside of the right-of-way limits will be maintained by the homeowners association.
32. Maintenance of the Storm Drainage or Storm Water Management facilities located therein shall be pursuant to Section 700 of the Town of Occoquan Design and Construction Standards Manual.
33. If units shown on this plan will be occupied in phases, a phasing plan must be approved by the engineering inspection branch prior to the issuance of any occupancy permits. (Detached single family subdivision exempt.)
34. These plans identify the location of all known gravesites. Gravesites shown on this plan will be protected in accordance with state law. In the event gravesites are discovered during construction, the Town's Planning Office must be notified immediately (703-491-1918). All activities must cease and not be resumed until authorization to proceed is given by the Town's Planning Office.
35. Roof top mechanical equipment, if any, must be enclosed within a wall or similar screening barrier, designed in harmony with the building.
36. Individual sign permits will be required from the Zoning Office for all free standing and facade signs prior to erecting the signs.
37. All buffer areas shall be screened according to the Design and Construction Standards Manual.
38. For proffers statement and proffers analysis, see sheet(s) N/A of     .
39. For waivers see sheet(s)      of     .
40. Anticipated sewage flows: 54,600 GPD
41. Anticipated fire flows: TOWNHOUSE - 2,500 G.P.M. MIN.
42. Distance to nearest existing school or proposed school site: OCCOQUAN ELEMENTARY SCHOOL APPROX. 1/2 MILE

## LEGEND

EXISTING INTERMEDIATE CONTOUR — 33 — EXISTING INDEX CONTOUR — 32.5 — PROPOSED CONTOUR — 20 — EXISTING EDGE OF PAVEMENT — EX. E/P — PROPOSED EDGE OF PAVEMENT — PROP. E/P — EXISTING CURB AND GUTTER — EX. C & G — PROPOSED CURB AND GUTTER — CG-6 — TRANSITION FROM CG-6 TO CG-6R — CG-6 ▽ CG-6R — EXISTING TELEPHONE LINE — T — T — PROPOSED TELEPHONE LINE — T — T — EXISTING STORM SEWER — EX. 375 mm (15") RCP — PROPOSED STORM SEWER — PROP. 375 mm (15") RCP — EXISTING SANITARY SEWER — S — S — PROPOSED SANITARY SEWER — S — S — EXISTING ELECTRIC SERVICE — E — E — PROPOSED ELECTRIC SERVICE — E — E — EXISTING GAS LINE — G — G — PROPOSED GAS LINE — G — G — PROPERTY LINE — — — — — EASEMENT LINE — — — — — CENTERLINE — — — — — LIMITS OF CLEARING AND GRADING — — — — — EXISTING SPOT ELEVATION — 12.0 — PROPOSED SPOT ELEVATION — 12.3 — EXISTING TREE DRIP LINE — — — — — EXISTING TREE — 375 mm (15") DAK — PROPOSED TREE — 375 mm (15") DAK —	FLOW LINE — — — — — FENCELINE — — — — — EXISTING UTILITY POLE — — — — — PROPOSED UTILITY POLE — — — — — EXISTING WATERLINE W/ TEE — — — — — PROPOSED WATERLINE W/ TEE — — — — — EXISTING FIRE HYDRANT — — — — — PROPOSED FIRE HYDRANT — — — — — EXISTING WATER VALVE — — — — — PROPOSED WATER VALVE — — — — — EXISTING WATER METER — — — — — PROPOSED WATER METER — — — — — EXISTING REDUCER — — — — — PROPOSED REDUCER — — — — — STOP SIGN — — — — — HANDICAP RAMP (CG-12) — — — — — DENOTES LOCATION OF STD. VDOT CG-12 AND/OR JURISDICTIONAL STANDARD RAMP CONSTRUCTION — — — — — PARKING INDICATOR — — — — — INDICATES THE NUMBER OF TYPICAL PARKING SPACES — — — — — TEST PIT LOCATION — — — — — CRITICAL SLOPE — — — — — SLOPES TO BE STABILIZED PURSUANT TO VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK — — — — — VEHICLES PER DAY COUNT — — — — — PROPOSED BUILDING ENTRANCE — — — — — EXISTING STREET LIGHT — — — — — PROPOSED STREET LIGHT — — — — — PROPOSED STREET NAME SIGN — — — — — PROPOSED SANITARY LATERAL CLEANOUT — — — — — SANITARY MANHOLE IDENTIFIER — — — — — STORM DRAIN STRUCTURE IDENTIFIER — — — — —
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### Sec. 32-250.71 Underground Utilities:

- a. On the plan label all on-site existing, including above ground utilities and power lines except for transmission of the power lines of 34,500 kilowatts or greater serving the site "to be placed underground". With a larger font and bold letters note on the plan cover sheet indicate that "As per section 32-250.71 (1) of the Zoning Ordinance, except for transmission power lines of 34,500 kilowatts or greater, all on site utility facilities serving non uses including water, sewer, power, natural gas, telephone and cable".
- b. Any underground utility may be placed within any setback, but not within any required buffer, except minimal utility crossings.

THE PROPERTY SHOWN HEREIN IS LOCATED IN ZONE X (OUTSIDE THE 100-YR FLOOD ZONE) PER THE FEMA FLOODMAP 51153C0217 D, DATED JANUARY 5, 1995.

## DESIGNATED PLANS EXAMINER CERTIFICATE

1ST SUBMISSION REVIEWED AND RECOMMENDED FOR SUBMISSION

DESIGNATED PLANS EXAMINER _____	REG. NUMBER _____	DATE _____
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2ND SUBMISSION REVIEWED AND RECOMMENDED FOR SUBMISSION

DESIGNATED PLANS EXAMINER _____	REG. NUMBER _____	DATE _____
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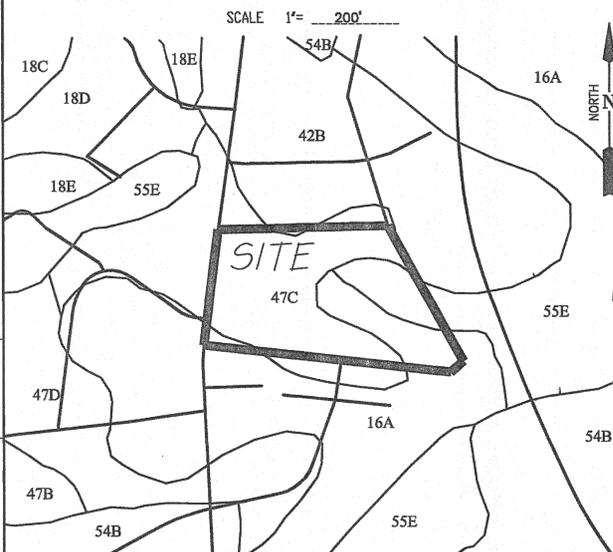
## BOND ESTIMATE

ITEM	COUNTY BOND	VDOT BOND
TOTAL CONSTRUCTION COST	\$ 755,753.95	
ADMINISTRATIVE COST	\$ 50,000.00	
INFLATION COST	\$ 22,672.62	
<b>TOTAL PERFORMANCE BOND AMOUNT</b>	<b>\$ 828,426.57</b>	
EROSION & SEDIMENT CONTROL ESCROW	\$ 59,512.64	
LANDSCAPE ESCROW	\$ 36,785.00	

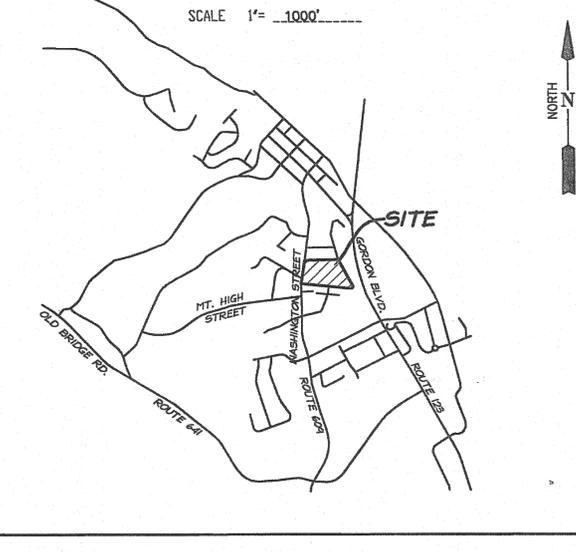
## SURVEY AND TOPOGRAPHIC INFORMATION

1. Horizontal and vertical control surveys were performed by bc consultants in 2009 (Year)
2. All elevations must be referenced to the National Geodetic Vertical Datum of 1988 NAVD.
3. Source of topographic mapping is bc consultants dated October, 2009
4. Boundary survey was performed by bc consultants dated September 23, 2009
5. The application of the professional's seal and signature as required by Section 1.14 of the STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS AND CERTIFIED LANDSCAPE ARCHITECTS RULES AND REGULATIONS shall be evidence that the boundary data is correct to the best of the land surveyor's knowledge, and complies with the minimum standards and procedures of the said Board; the topographic information is accurate to within one-half of the contour interval, as shown. Application of the seal and signature indicates acceptance of responsibility for the work shown herein.

## SOILS MAP



## VICINITY MAP



## SOILS DATA

SOIL NAME	MAP UNIT	CAT.	ERODIBILITY	PERMEABILITY			DEPTH OF BEDROCK	SLOPE RANGE
				SURFACE LAYER	SUBSOIL	SUBSTRATUM		
DELANCO FINE SANDY LOAM	16A	III	SLIGHT	MODERATE	VERY SLOW	MODERATE	> 60 IN.	0 TO 4 %
NEARSCO-QUANTICO COMPLEX	42B	II	MODERATE	MODERATE	VERY SLOW	MODERATE	> 60 IN.	2 TO 7 %
QUANTICO SANDY LOAM	47C	I	SEVERE	MODERATE TO MODERATELY RAPID	MODERATE	MODERATE TO MODERATELY RAPID	> 60 IN.	7 TO 15 %
WATT CHANNERY SILT LOAM	55E	II	SEVERE	MODERATE TO MODERATELY RAPID	MODERATE	MODERATE TO MODERATELY RAPID	20 IN.-40 IN.	25 TO 50 %

THIS PLAN COMPLIES WITH THE NEW PRINCE WILLIAM COUNTY SERVICE AUTHORITY UTILITY STANDARDS MANUAL, WHICH WENT INTO EFFECT ON JANUARY 1, 2009. ALL UTILITY PERMITS ISSUED AFTER THIS DATE MUST COMPLY WITH THE CONSTRUCTION CRITERIA IN THE NEW MANUAL, INCLUDING ANY REVISIONS WHICH HAVE BEEN ISSUED.

## 'AS BUILT' SHEET INDEX

SHEET INDEX	
SHEET #	SHEET TITLE
1	Cover Sheet
2	Site Plan
3	Grading Plan
4	Storm Profiles
5	Storm Sewer Computations
6	Storm Water Management Computations & Details
6A	As-Built HGL Computations

\*THIS PHYSICAL SURVEY HAS BEEN REVIEWED, AND IN MY PROFESSIONAL OPINION, BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF, THE DESIGN ELEMENTS MEASURED BY THE PHYSICAL SURVEY COMPLY WITH THE APPROVED PLANS. THIS REVIEW DOES NOT IMPLY IN ANY WAY THAT (1) INSPECTIONS WERE MADE DURING THE CONSTRUCTION (2) TO THE QUALITY OF WORK, OR (3) TO ANY ELEMENT OR STRUCTURE NOT VISIBLE OR DEPICTED ON THE PHYSICAL SURVEY.\*

ALL DEDICATED EASEMENTS ARE RECORDED IN INSTRUMENT #2002250123171, AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.

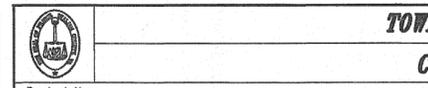
\*QUANTITATIVE CERTIFICATION ONLY. THIS SURVEY WILL NOT PROVIDE QUALITATIVE EVALUATION OF CONSTRUCTION OR DESIGN OF THE FACILITIES INSTALLED.\*



## REVISIONS

DATE	DESIGNER	NO.	DESCRIPTION

PROJECT STATUS	
DATE	ACTION



## COVER SHEET

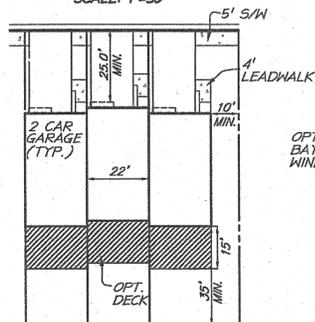
Project Name: <b>OCCOQUAN HEIGHTS</b> Subdivision or Site Plan Name: <b>OCCOQUAN HEIGHTS</b>	Project Number: <b>12-OCCO101</b> Market Name: <b>OCCOQUAN HEIGHTS</b>
Magisterial District: <b>OCCOQUAN</b>	Present Zoning & Use: <b>ZONE R3 USE1 SFA</b>
Designer: <b>FRENCH B. BALL</b> Address, Including Zip Code & Telephone No. <b>109 WASHINGTON STREET, OCCOQUAN, VA. 22126</b>	Date of Plan (Month, Day, Year): <b>1/17/12</b>
Developer: <b>ELM STREET DEVELOPMENT</b> Address, Including Zip Code & Telephone No. <b>1355 BEVERLY ROAD, SUITE 240 MCLEAN, VA. 22101 (703) 734-9730</b>	Plan Number: <b>12-OCCO101</b> Plan Type: <b>REVISION NUMBER</b> Date of Plan (Month, Day, Year): <b>1/17/12</b>
Name, Address & Telephone No. of Engineer: <b>christopher consultants llc</b> Architect or Surveyor certifying Plan #9417 INNOVATION DRIVE, MANASSAS VIRGINIA 20110 (703) 393-9887	Parcel Identification Number: <b>0393-72-0694</b> Total Area: <b>3.68 AC.</b> Project Area: <b>3.68 AC.</b> Disturbed Area: <b>3.33 AC.</b> Impervious Area: <b>2.03 AC.</b> BMP Storage/Acre: <b>1919.02 cf/ac.</b> Related Plans Tracking Numbers (Including Rez. & S.U.P.):

PROFESSIONAL SEAL & SIGNATURE  
 THESE PLANS ARE IN CONFORMANCE WITH THE TOWN OF OCCOQUAN STANDARDS AND ORDINANCES. ANY DEVIATION OR CHANGE IN THESE PLANS SHALL BE APPROVED BY THE DIRECTOR OF PLANNING PRIOR TO CONSTRUCTION.

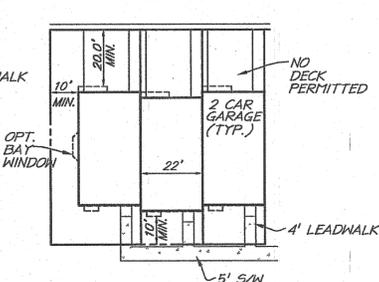
Subdivision/Site Plan Name: OCCOQUAN HEIGHTS - FINAL SITE PLAN 12-OCCO101

- NOTES:**
1. THE PROPOSED STREETS WILL BE PRIVATELY OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION (HOA).
  2. EXISTING FIRE HYDRANT (ALONG WASHINGTON STREET) SHALL BE LOWERED TO MATCH THE PROPOSED GRADE ALONG WASHINGTON STREET.
  3. SIDEWALK WITHIN THE RIGHT-OF-WAY FOR WASHINGTON STREET SHALL BE MAINTAINED OR MAINTENANCE SHALL BE PAID BY HOA.
  4. RETAINING WALL SHALL NOT HAVE TIE-BACKS TO ENSURE THAT TIE-BACKS EXTEND OVER THE PROPERTY LINE.
  5. ALL SIDEWALK WITHIN THE PROPERTY SHALL BE MAINTAINED OR MAINTENANCE SHALL BE PAID BY HOA.

**TYPICAL FRONT LOAD UNIT**  
SCALE: 1"=30'



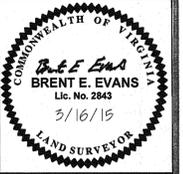
**TYPICAL REAR LOAD UNIT**  
SCALE: 1"=30'



NOTE REGARDING REAR YARD SETBACKS:  
AS SPECIFIED IN SEC. 66-117(B) OF THE TOWN OF OCCOQUAN ZONING ORDINANCE, EACH MAIN BUILDING SHALL HAVE A REAR YARD OF AT LEAST 35 FEET, OF WHICH NO MORE THAN 15 FEET MAY BE OCCUPIED BY A DECK. HOWEVER, THE ZONING ADMINISTRATOR SHALL ISSUE A ZONING PERMIT REDUCING THE REAR YARD TO 20 FEET IF THE EXISTING OR PLANNED BUILDING WILL NOT HAVE ANY PROVISION FOR A DECK AND A NOTE IS PLACED ON ALL SITE PLANS, SUBDIVISION PLANS, BUILDING PLANS AND RECORD PLATS ASSOCIATED WITH THE PROPERTY THAT NO DECK IS PERMITTED ON THE LOT. THE ZONING ADMINISTRATOR SHALL ISSUE A ZONING PERMIT FOR A DECK LARGER THAN 15 FEET IF THE DISTANCE FROM THE REAR EDGE OF THE DECK TO THE PROPERTY LINE IS AT LEAST 20 FEET.

DATE	REVISION
05-09-12	PER TOWN, PWCSA, VDOT & CLIENT COMMENTS
06-28-12	ADDRESS PWCSA COMMENTS
07-02-12	ADDRESS PWCSA COMMENTS

**christopher consultants**  
engineering · surveying · land planning  
9417 innovation drive, manassas, va 20110  
703.993.9887 · fax 703.993.9076

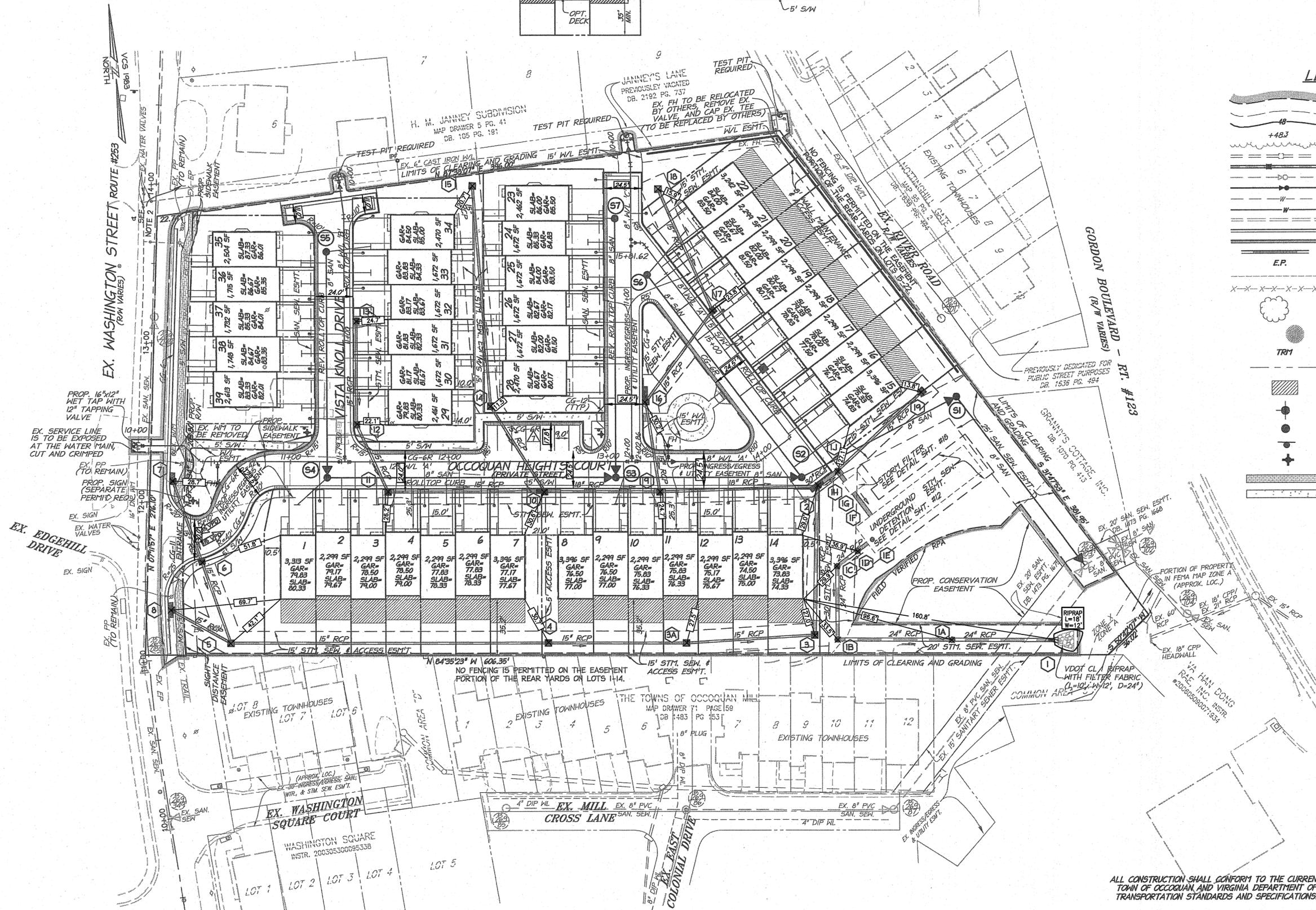


TOWN OF OCCOQUAN AS-BUILT  
SITE PLAN

OCCOQUAN HEIGHTS  
TOWN OF OCCOQUAN, VIRGINIA

**LEGEND**

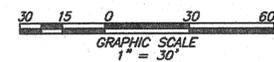
- LIMITS OF CLEARING AND GRADING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- EXISTING WOODS LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED REVERSE CURB AND GUTTER
- PROPOSED TRANSITION CURB AND GUTTER
- EDGE OF PAVEMENT
- E.P.
- EDGE OF PAVEMENT
- FENCE (ALL TYPES)
- DECIDUOUS TREE
- EVERGREEN TREE
- TR1
- TO REMAIN
- PROPERTY SETBACK LINE (SEE SHT 2 FOR DETAILS)
- OPTIONAL DECK
- FIRE HYDRANT
- BLOW-OFF VALVE
- STOP SIGN
- STREET SIGN
- 5' BRICK PATTERN SIDEWALK
- 5' CONCRETE SIDEWALK
- EXISTING WATER VALVE
- EXISTING WATER METER



APPROVED  
TOWN OF OCCOQUAN, VA  
BY: *[Signature]* 5/15/12  
Mayor  
BY: *[Signature]* 5/15/12  
Town Engineer  
BY: N/A  
Chair, Planning Commission Date

APPROVED:  
TOWN OF OCCOQUAN  
BY: *[Signature]* DATE: 10/15/12  
Mayor  
BY: *[Signature]* DATE: 10/15/12  
Town Engineer  
BY: *[Signature]* DATE: 10/15/12  
Chairman, Planning Comm.

ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT TOWN OF OCCOQUAN AND VIRGINIA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.



PROJECT NO: 11027.001.00  
SCALE: 1"=30'  
DATE: 1/17/12  
DESIGN: [ ]  
DRAWN: [ ]  
CHECKED: [ ]  
SHEET No.  
2 OF 7  
#101790







**RainTank Stage-Storage Chart**

Project Name: Occoquan Heights  
 Project Location: Town of Occoquan  
 System Capacity: 5,000 cf  
 Square Footage of System: 342 sf  
 Bottom Elevation of System: 0.00 ft  
 Total Number of RainTank Units: 114 units  
 Depth of Stone BELOW RainTank: 0.33 ft  
 Storage per 0.1' above/below RainTank: 13.68 cf  
 RainTank Height: 7.12 ft  
 Storage per Vertical 0.1' in RainTank Section: 32.90 cf  
 Depth of Stone ABOVE RainTank: 0.00 ft

Stage	Storage	Stage	Storage
0.00 ft	0.0 cf	4.40 ft	1,373.1 cf
0.10 ft	13.7 cf	4.50 ft	1,405.6 cf
0.20 ft	27.4 cf	4.60 ft	1,438.1 cf
0.30 ft	41.0 cf	4.70 ft	1,470.6 cf
0.40 ft	54.7 cf	4.80 ft	1,503.1 cf
0.50 ft	68.4 cf	4.90 ft	1,535.6 cf
0.60 ft	82.1 cf	5.00 ft	1,568.1 cf
0.70 ft	95.8 cf	5.10 ft	1,600.6 cf
0.80 ft	109.5 cf	5.20 ft	1,633.1 cf
0.90 ft	123.2 cf	5.30 ft	1,665.6 cf
1.00 ft	136.9 cf	5.40 ft	1,698.1 cf
1.10 ft	150.6 cf	5.50 ft	1,730.6 cf
1.20 ft	164.3 cf	5.60 ft	1,763.1 cf
1.30 ft	178.0 cf	5.70 ft	1,795.6 cf
1.40 ft	191.7 cf	5.80 ft	1,828.1 cf
1.50 ft	205.4 cf	5.90 ft	1,860.6 cf
1.60 ft	219.1 cf	6.00 ft	1,893.1 cf
1.70 ft	232.8 cf	6.10 ft	1,925.6 cf
1.80 ft	246.5 cf	6.20 ft	1,958.1 cf
1.90 ft	260.2 cf	6.30 ft	1,990.6 cf
2.00 ft	273.9 cf	6.40 ft	2,023.1 cf
2.10 ft	287.6 cf	6.50 ft	2,055.6 cf
2.20 ft	301.3 cf	6.60 ft	2,088.1 cf
2.30 ft	315.0 cf	6.70 ft	2,120.6 cf
2.40 ft	328.7 cf	6.80 ft	2,153.1 cf
2.50 ft	342.4 cf	6.90 ft	2,185.6 cf
2.60 ft	356.1 cf	7.00 ft	2,218.1 cf
2.70 ft	369.8 cf	7.10 ft	2,250.6 cf
2.80 ft	383.5 cf	7.20 ft	2,283.1 cf
2.90 ft	397.2 cf	7.30 ft	2,315.6 cf
3.00 ft	410.9 cf	7.40 ft	2,348.1 cf
3.10 ft	424.6 cf	7.50 ft	2,380.6 cf
3.20 ft	438.3 cf	7.60 ft	2,413.1 cf
3.30 ft	452.0 cf	7.70 ft	2,445.6 cf
3.40 ft	465.7 cf	7.80 ft	2,478.1 cf
3.50 ft	479.4 cf	7.90 ft	2,510.6 cf
3.60 ft	493.1 cf	8.00 ft	2,543.1 cf
3.70 ft	506.8 cf	8.10 ft	2,575.6 cf
3.80 ft	520.5 cf	8.20 ft	2,608.1 cf
3.90 ft	534.2 cf	8.30 ft	2,640.6 cf
4.00 ft	547.9 cf	8.40 ft	2,673.1 cf
4.10 ft	561.6 cf	8.50 ft	2,705.6 cf
4.20 ft	575.3 cf	8.60 ft	2,738.1 cf
4.30 ft	589.0 cf	8.70 ft	2,770.6 cf

**ACF** 1-800-448-3636

**RAINTANK DESCRIPTION**

**TANK #1:**  
 FOOTPRINT = 4'x86'  
 # OF UNITS = 114 PENT TANKS  
 TANK HEIGHT = 7.12'  
 MAX STORAGE = 2390.30 CF

**TANK #2:**  
 FOOTPRINT = 4'x86'  
 # OF UNITS = 114 QUAD TANKS  
 TANK HEIGHT = 5.71'  
 MAX STORAGE = 1925.50 CF

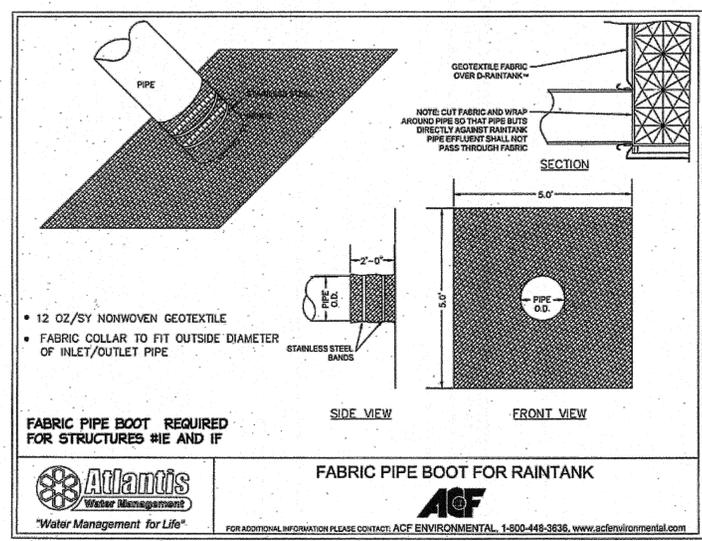
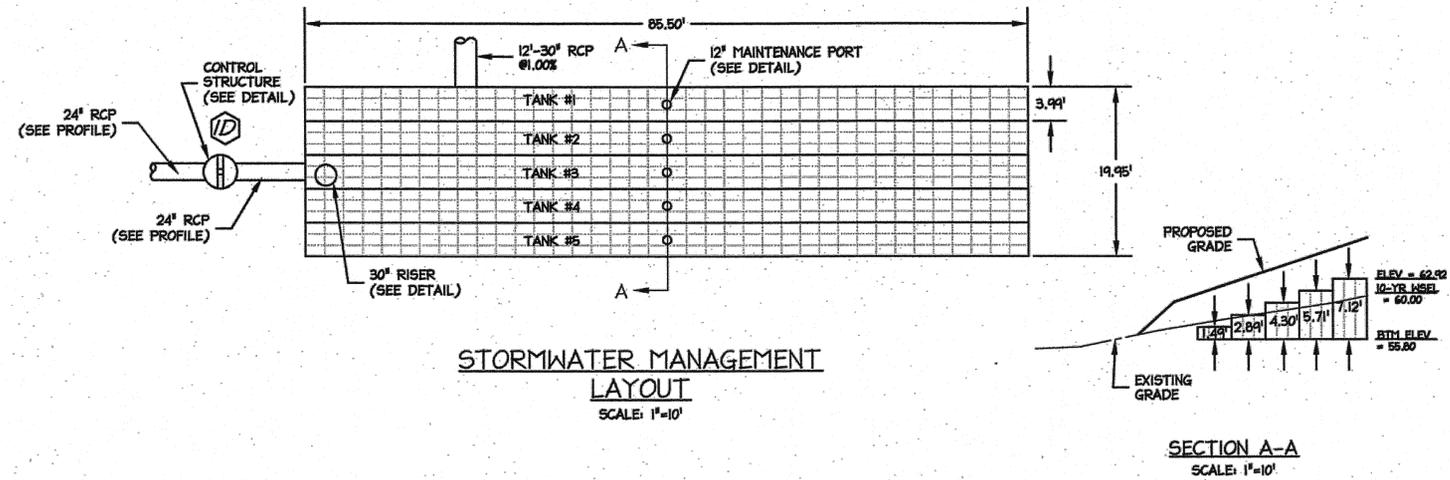
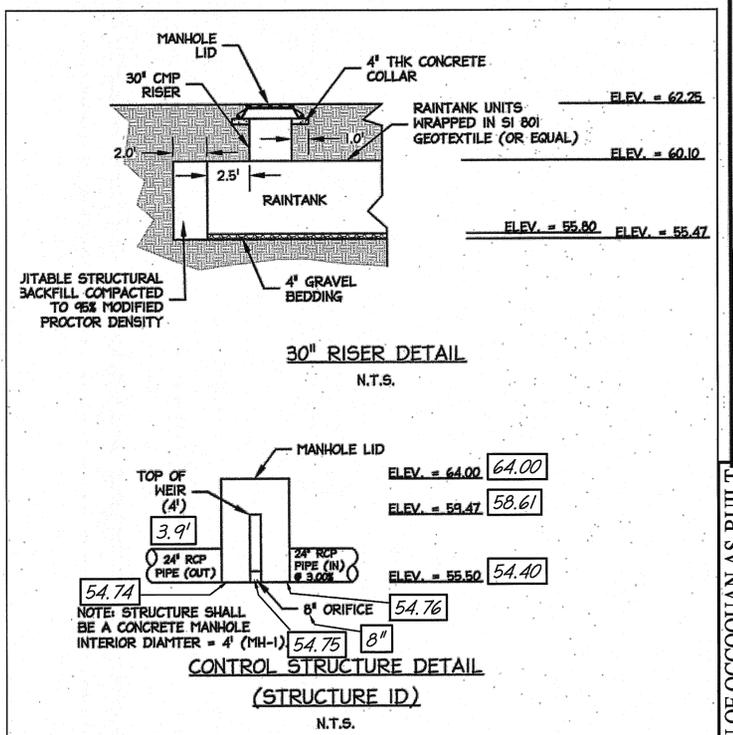
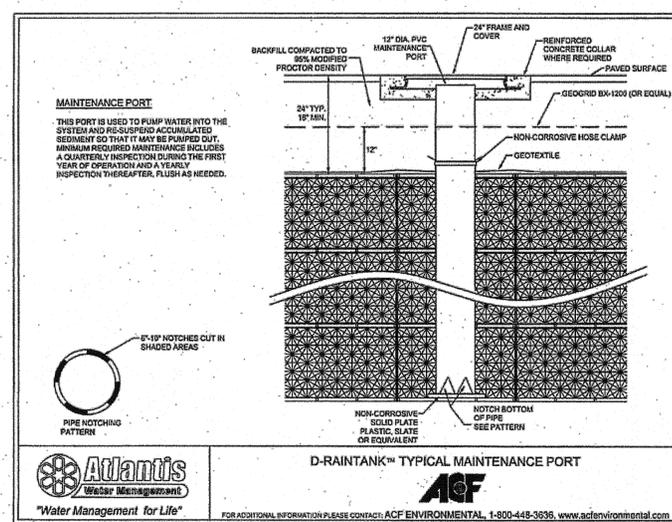
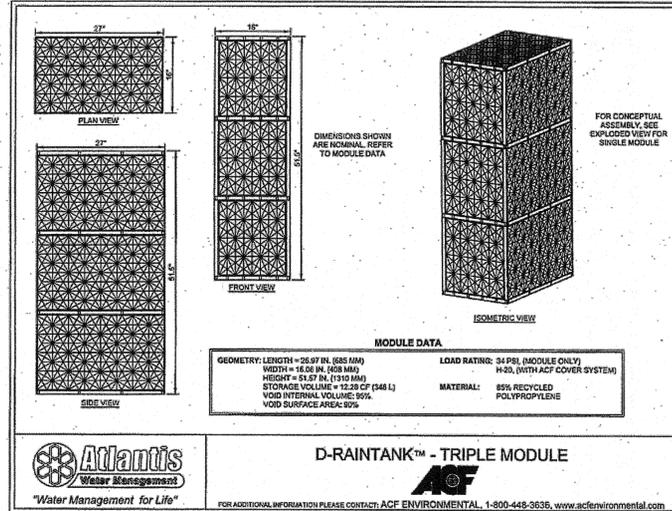
**TANK #3:**  
 FOOTPRINT = 4'x86'  
 # OF UNITS = 114 TRIPLE TANKS  
 TANK HEIGHT = 4.30'  
 MAX STORAGE = 1470.60 CF

**TANK #4:**  
 FOOTPRINT = 4'x86'  
 # OF UNITS = 114 DOUBLE TANKS  
 TANK HEIGHT = 2.89'  
 MAX STORAGE = 1015.74 CF

**TANK #5:**  
 FOOTPRINT = 4'x86'  
 # OF UNITS = 114 SINGLE TANKS  
 TANK HEIGHT = 1.49'  
 MAX STORAGE = 560.88 CF

**OVERALL POND STORAGE**

STAGE (FT)	STORAGE (CF)					TOTAL (CF)	Comments
	TANK 1	TANK 2	TANK 3	TANK 4	TANK 5		
0.0	0.0	0.0	0.0	0.0	0.0	0.0	Elev = 55.47 Bottom of 4" gravel bed
0.1	13.7	13.7	13.7	13.7	13.7	68.4	
0.2	27.4	27.4	27.4	27.4	27.4	136.8	
0.3	41.0	41.0	41.0	41.0	41.0	205.2	Elev = 55.50 Orifice Invert
0.33	50.8	50.8	50.8	50.8	50.8	253.9	Elev = 55.80 Bottom of RainTanks
0.4	73.5	73.5	73.5	73.5	73.5	367.7	
0.5	106.0	106.0	106.0	106.0	106.0	530.1	
0.6	138.5	138.5	138.5	138.5	138.5	692.6	
0.7	171.0	171.0	171.0	171.0	171.0	855.0	
0.8	203.5	203.5	203.5	203.5	203.5	1,017.5	
0.9	236.0	236.0	236.0	236.0	236.0	1,179.9	
1.0	268.5	268.5	268.5	268.5	268.5	1,342.4	
1.1	301.0	301.0	301.0	301.0	301.0	1,504.8	
1.2	333.5	333.5	333.5	333.5	333.5	1,667.3	
1.3	366.0	366.0	366.0	366.0	366.0	1,829.7	
1.4	398.5	398.5	398.5	398.5	398.5	1,992.2	
1.5	431.0	431.0	431.0	431.0	431.0	2,154.6	
1.6	463.5	463.5	463.5	463.5	463.5	2,317.1	
1.7	496.0	496.0	496.0	496.0	496.0	2,479.5	
1.8	528.5	528.5	528.5	528.5	528.5	2,642.0	
1.81	560.9	560.9	560.9	560.9	560.9	2,804.4	Elev = 57.28 Top of Tank #5
1.9	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.0	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.1	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.2	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.3	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.4	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.5	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.6	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.7	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.8	560.9	560.9	560.9	560.9	560.9	2,804.4	
2.9	560.9	560.9	560.9	560.9	560.9	2,804.4	
3.0	560.9	560.9	560.9	560.9	560.9	2,804.4	
3.1	560.9	560.9	560.9	560.9	560.9	2,804.4	
3.2	560.9	560.9	560.9	560.9	560.9	2,804.4	
3.22	1,015.7	1,015.7	1,015.7	1,015.7	1,015.7	4,623.8	Elev = 58.89 Top of Tank #4
3.3	1,015.7	1,015.7	1,015.7	1,015.7	1,015.7	4,623.8	
3.4	1,015.7	1,015.7	1,015.7	1,015.7	1,015.7	4,623.8	
3.5	1,015.7	1,015.7	1,015.7	1,015.7	1,015.7	4,623.8	
3.6	1,113.2	1,113.2	1,113.2	1,113.2	1,113.2	4,916.3	
3.7	1,145.7	1,145.7	1,145.7	1,145.7	1,145.7	5,013.7	
3.8	1,178.2	1,178.2	1,178.2	1,178.2	1,178.2	5,111.2	
3.9	1,210.7	1,210.7	1,210.7	1,210.7	1,210.7	5,208.7	
4.0	1,243.2	1,243.2	1,243.2	1,243.2	1,243.2	5,306.2	Elev = 59.47 Weir Invert
4.1	1,275.7	1,275.7	1,275.7	1,275.7	1,275.7	5,403.7	
4.2	1,308.2	1,308.2	1,308.2	1,308.2	1,308.2	5,501.2	
4.3	1,340.7	1,340.7	1,340.7	1,340.7	1,340.7	5,598.7	
4.4	1,373.2	1,373.2	1,373.2	1,373.2	1,373.2	5,696.2	
4.50	1,405.7	1,405.7	1,405.7	1,405.7	1,405.7	5,793.7	
4.6	1,438.2	1,438.2	1,438.2	1,438.2	1,438.2	5,891.2	
4.63	1,470.6	1,470.6	1,470.6	1,470.6	1,470.6	5,988.7	Elev = 60.10 Top of Tank #3
4.70	1,470.6	1,470.6	1,470.6	1,470.6	1,470.6	5,988.7	
4.80	1,503.1	1,503.1	1,503.1	1,503.1	1,503.1	6,086.2	
4.90	1,535.6	1,535.6	1,535.6	1,535.6	1,535.6	6,183.7	
5.00	1,568.1	1,568.1	1,568.1	1,568.1	1,568.1	6,281.2	
5.10	1,600.6	1,600.6	1,600.6	1,600.6	1,600.6	6,378.7	
5.20	1,633.1	1,633.1	1,633.1	1,633.1	1,633.1	6,476.2	
5.30	1,665.6	1,665.6	1,665.6	1,665.6	1,665.6	6,573.7	
5.40	1,698.1	1,698.1	1,698.1	1,698.1	1,698.1	6,671.2	
5.50	1,730.6	1,730.6	1,730.6	1,730.6	1,730.6	6,768.7	
5.60	1,763.1	1,763.1	1,763.1	1,763.1	1,763.1	6,866.2	
5.70	1,795.6	1,795.6	1,795.6	1,795.6	1,795.6	6,963.7	
5.80	1,828.1	1,828.1	1,828.1	1,828.1	1,828.1	7,061.2	
5.90	1,860.6	1,860.6	1,860.6	1,860.6	1,860.6	7,158.7	
6.00	1,893.1	1,893.1	1,893.1	1,893.1	1,893.1	7,256.2	
6.04	1,925.6	1,925.6	1,925.6	1,925.6	1,925.6	7,353.7	Elev = 61.51 Top of Tank #2
6.10	1,925.6	1,925.6	1,925.6	1,925.6	1,925.6	7,353.7	
6.20	1,958.1	1,958.1	1,958.1	1,958.1	1,958.1	7,451.2	
6.30	1,990.6	1,990.6	1,990.6	1,990.6	1,990.6	7,548.7	
6.40	2,023.1	2,023.1	2,023.1	2,023.1	2,023.1	7,646.2	
6.50	2,055.6	2,055.6	2,055.6	2,055.6	2,055.6	7,743.7	
6.60	2,088.1	2,088.1	2,088.1	2,088.1	2,088.1	7,841.2	
6.70	2,120.6	2,120.6	2,120.6	2,120.6	2,120.6	7,938.7	
6.80	2,153.1	2,153.1	2,153.1	2,153.1	2,153.1	8,036.2	
6.90	2,185.6	2,185.6	2,185.6	2,185.6	2,185.6	8,133.7	
7.00	2,218.1	2,218.1	2,218.1	2,218.1	2,218.1	8,231.2	
7.10	2,250.6	2,250.6	2,250.6	2,250.6	2,250.6	8,328.7	
7.20	2,283.1	2,283.1	2,283.1	2,283.1	2,283.1	8,426.2	
7.30	2,315.6	2,315.6	2,315.6	2,315.6	2,315.6	8,523.7	
7.40	2,348.1	2,348.1	2,348.1	2,348.1	2,348.1	8,621.2	
7.45	2,380.6	2,380.6	2,380.6	2,380.6	2,380.6	8,718.7	Elev = 62.92 Top of Tank #1



APPROVED  
 TOWN OF OCCOQUAN, VA

BY: *[Signature]* Date: 5/1/15  
 Mayor

BY: *[Signature]* Date: 4/30/15  
 Town Engineer

BY: *[Signature]* Date:   
 Chair, Planning Commission

APPROVED:  
 TOWN OF OCCOQUAN

BY: *[Signature]* DATE: 10/20/15  
 Mayor

BY: *[Signature]* DATE: 10/20/15  
 Town Engineer

BY: *[Signature]* DATE: 10/20/15  
 Chairman, Planning Comm.

**christopher consultants**  
 engineering · surveying · land planning  
 9417 Innovation drive, manassas, va 20110  
 703.393.9887 · fax 703.393.9078

**BRENT E. EVANS**  
 Lic. No. 2843  
 3/16/15  
 LAND SURVEYOR

TOWN OF OCCOQUAN AS-BUILT  
 STORM WATER  
 MANAGEMENT  
 COMPUTATIONS  
 & DETAILS

OCCOQUAN HEIGHTS  
 TOWN OF OCCOQUAN, VIRGINIA

PROJECT NO: 11027.001.00  
 SCALE: NO SCALE

DATE: 1/17/12

DESIGN: PEF  
 DRAWN: PEF  
 CHECKED: MT

SHEET No.  
 6 OF 7  
 #101790





**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

<b>8. Regular Business</b>	<b>Meeting Date:</b> November 4, 2015
<b>8 C: Request to Award Snow Removal Contract for FY 2016 and Set Not-To-Exceed Amount</b>	

**Explanation and Summary:**

This is a request to award a contract to Virginia Lawn Service for the Town's snow and ice removal operations for FY 2016. This contractor provided snow removal services to the Town during its FY 2015 winter season and is currently the Town's landscaping service provider. Virginia Lawn Service has provided a quote to provide services for this winter season with no changes to the pricing structure from last year's contract.

During FY 2015, the Town competitively bid to provide snow removal operations within the Town of Occoquan. Four companies responded, and Virginia Lawn Service was determined to be the lowest, responsible bidder.

In addition to Virginia Lawn Service, the Town has an MOU with Prince William County Public Works to provide snow and ice removal operations as a supplementary option to the Town's snow removal operations in case of severe weather. There is a per-hour cost associated with this service and will only be utilized in extreme weather conditions.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** \$5,000

**Account Number:** Operating, Contracts, Public Works, Snow Removal

**Proposed/Suggested Motion:**

"I move to award a contract to Virginia Lawn Service for snow and ice removal services for Fiscal Year 2016 and to set a not-to-exceed amount of \$5,000."

OR

Other action Council deems appropriate.

**Attachments: (2)** Virginia Lawn Service Proposal  
Snow Removal Contract

July 29, 2015

Town of Occoquan  
314 Mill Street  
Occoquan, VA 22125

**SNOW PLOWING CONTRACT**  
**2015/2016 – 2016/2017 Seasons**

Virginia Lawn Service, Inc. submits the following renewal contract to the Town of Occoquan for snow plowing/sanding for the 2015/2016 - 2016/2017 winter seasons.

We will furnish all labor, material and equipment for the complete performance of the following services:

1. Plowing, to the best of contractor's ability of streets, parking lots, alleys and courts disgnated on Town provided map when snow, frozen precipitation or slush depth reaches two (2) or more inches. Accumulations of less than two (2) inches may require plowing, due to the possibility of hazardous conditions. The fee for plowing is \$120.00 per hour per vehicle (minimum of 1.5 vehicle hours per visit).
2. Sanding of all streets and courts listed above in #1 paying close attention to stop signs and hills for a fee of \$135.00 per ton.
3. Plowing will be curb to curb and bumper to bumper (unless a vehicle blocks the plowing path).
4. Plowing (or sanding) may not clear the area to "bare pavement" and slippery conditions may continue to prevail even after plowing (or application sand/ice melt). Virginia Lawn Service Inc. assumes no liability for this naturally occuring condition.
5. The application of approved ice melting products (or sand) will not instantly and completely remove all ice from the premises. This known fact is stated so as to avoid any suggestion that Virginia Lawn Service Inc. guarantees the impossible, immediate and total removal of ice. Ice melt cost per applied bag is \$60.00. When requested, snow shoveling of the towns sidewalks can be performed at \$65.00 per man hour.
6. In the event that a storm does not meet the minimum requirements for plowing, Virginia Lawn Service Inc. will at our discretion clear streets of any remaining snow at the end of the storm in the standard plowing areas to help prevent snow packing and icy conditions.



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: **2015-2016 Snow Removal Services**

SOLICITATION NUMBER: N/A

**I. DEFINITIONS**

- A. Capitalized terms that are defined in the VPPA, Town Policy, or the Town's standard Solicitation for Goods, Services, Construction or Insurance 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 **Kirstyn Jovanovich** 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. "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.
7. "Using Department" for purposes of this Contract shall mean Town of Occoquan.

## **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**

1. The contractor agrees to perform snow and/or ice removing activities in the identified locations (see Town snow removal map) when snow, frozen precipitation or slush reaches a depth of two (2) or more inches. In addition, if accumulations of less than two inches occur or at any time determined appropriate by Town staff, the Town reserves the right to contact the contractor to respond to perform snow removing activities. The contractor shall ensure that all town-owned streets, alleys and parking lots are cleared of snow and/or ice. The contractor will be able to complete the following activities:
  - a. Snowplowing of Town property as identified in snow map
  - b. Snow cleanup and/or hauling
  - c. Salting and/or sanding roads and/or sidewalks
  - d. Snow/ice clearing (sidewalks)
  - e. Snow plowing on-street parking areas as requested and directed by Town staff (optional VDOT roadways)
2. Requirements: Contractor shall supply all labor, snowplows, front end loaders, dump trucks, shovels, snow blowers, ice melt, salt, salt spreaders, safety equipment and any other equipment needed to satisfactorily complete the work. Salt or ice melt will not be stored on Town property. To protect the condition of the Town's brick sidewalks, the contractor shall not use salt or harsh chemicals on brick sidewalks; the use of magnesium chloride based ice melt is preferred.
3. Charges for Services: The contractor will submit a breakout with different line item prices itemized to cover the cost of each service of plowing, shoveling and snowplowing, salting and de-icing during and after a snowstorm.
4. Approved Areas: Contractor will pile snow in areas approved by Town staff. This must be accomplished by blocking minimum public parking spots. The contractor must also have the ability to remove snow off site, in the event that they are contacted by Town staff to do so.
5. Emergency Contact: Contractor shall provide emergency phone numbers that may be called any time, 24 hours a day, and seven days a week.
6. Damage: Contractor is required to make arrangements satisfactory to the Town to repair any damage to property.

7. Other Assistance: The Town reserves the right to contract with Prince William County for additional snow removal support should it be needed.

8. Renewal: This contract can be renewed annually for up to three years.

#### **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 to this Contract.

#### **F. Invoices**

1. Unless otherwise provided in the Solicitation, 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. With Construction contracts, the Town shall retain 10% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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 identified in the Solicitation or the approved schedule provided by the Town.
2. This Contract may be extended as provided in the Solicitation or by change order or amendment. No extension in time may increase the price without a recorded affirmative vote of the Town Council. The Town may extend the term of this Contract for services to allow completion of work undertaken but not completed under its original term.

### **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 Elizabeth A.C. Quist, 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:

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Date

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Date

# TOWN OF OCCOQUAN

## Snow Removal Services 2015-2016 Winter Incorporation of Documents (1) Solicitation Specifications

### Purpose

The purpose of this contract is to supply snow plowing, removal and salting/deicing services within the Town of Occoquan, Virginia.

### Location of Services

Snow plowing, removal, salting/deicing activities will take place on all Town-owned streets, alleys and parking lots. See Town Snow Removal map.

### Description of Services

The contractor agrees to perform snow and/or ice removing activities in the locations identified on the Town Snow Removal Map when snow, frozen precipitation or slush reaches a depth of two (2) or more inches. In addition, if accumulations of less than two inches occur or at any time determined appropriate by Town staff, the Town reserves the right to contact the contractor to respond to perform snow removing activities. The contractor shall ensure that all town-owned streets, alleys and parking lots are cleared of snow and/or ice. The contractor will be able to complete the following activities.

- a. Snowplowing of Town property as identified in snow removal map
  - b. Snow cleanup and/or hauling
  - c. Salting and/or sanding roads and/or sidewalks
  - d. Snow/ice clearing (sidewalks)
  - e. Snow plowing on-street parking areas as requested and directed by Town staff (optional VDOT roadways)
1. Requirements: Contractor shall supply all labor, snowplows, front end loaders, dump trucks, shovels, snow blowers, ice melt, salt, salt spreaders, safety equipment and any other equipment needed to complete the work. Salt or ice melt will not be stored on Town property. To protect the condition of the Town's brick sidewalks, the contractor shall not use salt or harsh chemicals on brick sidewalks; the use of magnesium chloride based ice melt is preferred. Sidewalk clearing is an optional service and is *only* to be performed by the Contractor at the request of authorized Town personnel.
  2. Charges for Services: The contractor will submit a breakout with different line item prices itemized to cover the cost of each service of plowing, shoveling and snowplowing, salting and de-icing during and after a snowstorm.
  3. Approved Areas: Contractor will pile snow in areas approved by Town staff. This must be accomplished by blocking minimum public parking spots. The contractor must also have the ability to remove snow off site, in the event that they are contacted by Town staff to do so.

- 4. On-Street Parking: At the direction of Town staff, the contractor will clear snow and/or ice from identified on-street parking areas located on VDOT roadways. This is an optional service and *only* performed as requested by authorized Town personnel.
- 5. Emergency Contact: Contractor shall provide emergency phone numbers that may be called any time, 24 hours a day, and seven days a week.
- 6. Damage: Contractor is required to make arrangements satisfactory to the Town to repair any damage to property.
- 7. Other Assistance: The Town reserves the right to contract with Prince William County for additional snow removal support should it be needed.
- 8. Renewal: This contract can be renewed annually for up to three years. See contract for terms.

Attached: Snow Removal Map

THE TOWN OF OCCOQUAN

CONTRACTOR

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Print Name and Title

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Town of Occoquan Snow Removal Map

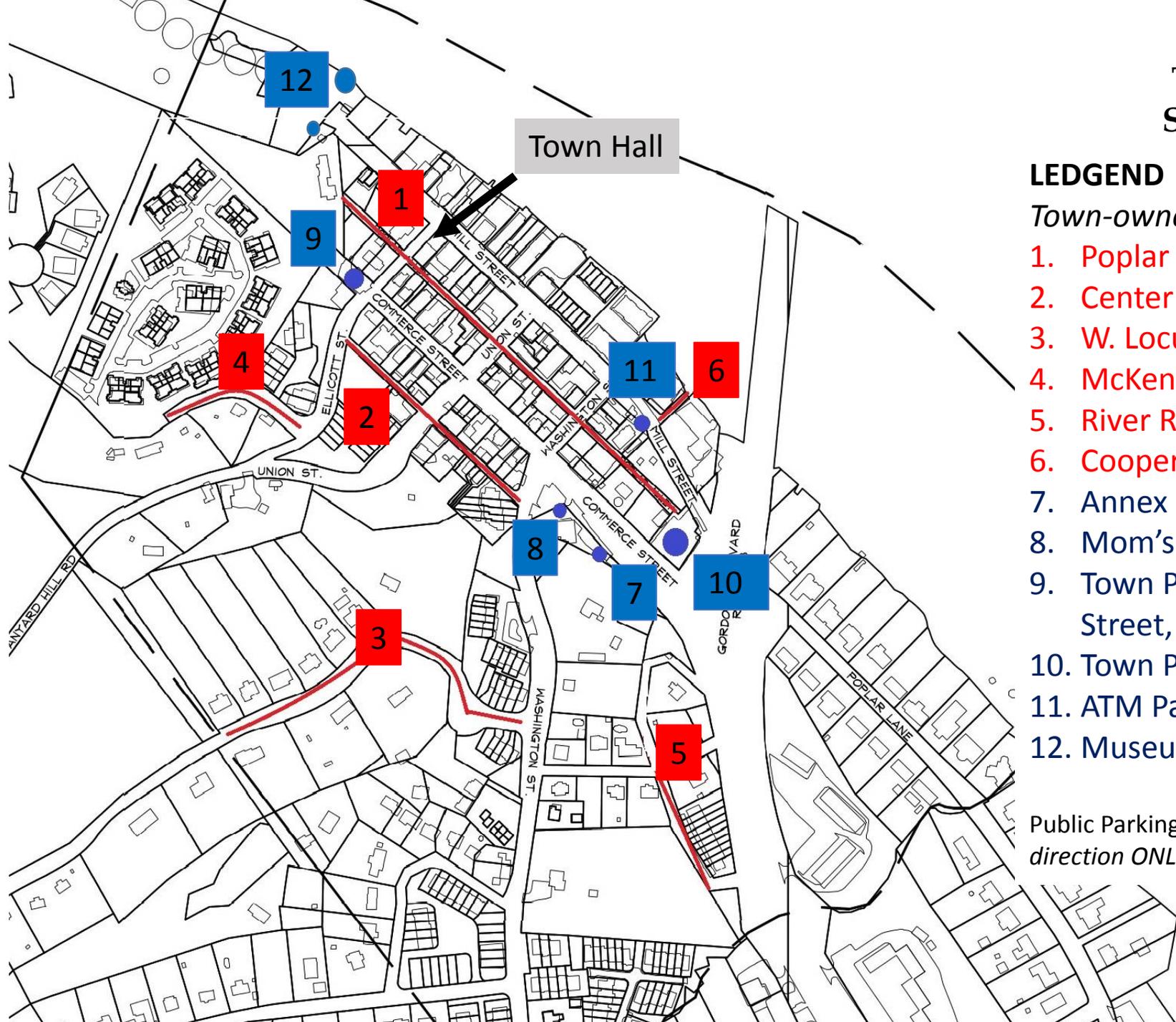
Town Hall

## LEDGEND

*Town-owned Streets, Alleys and Parking Lots*

- 1. Poplar Alley
- 2. Center Street
- 3. W. Locust Street
- 4. McKenzie Drive
- 5. River Road
- 6. Cooper's Alley
- 7. Annex Parking Lot
- 8. Mom's Apple Pie Parking (Inside Corner)
- 9. Town Parking Lot – End of Commerce Street, on Ellicott Street
- 10. Town Parking Lot – Mill Street/Poplar Lane
- 11. ATM Parking Lot (Mill Street)
- 12. Museum Parking (in cul-de-sac)

*Public Parking on VDOT Roads (Optional and by Town staff direction ONLY)*





**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

<b>8. Regular Business</b>	<b>Meeting Date:</b> November 4, 2015
<b>8 D:</b> Request to Set Not-To-Exceed Amount for Town Holiday Party	

**Explanation and Summary:**

Each year, the Town partners with Ebenezer Baptist Church for the traditional Town Blessing and service, after which, the Town hosts a small holiday party at Madigan's Waterfront Restaurant. This year, the event will be held on Sunday, December 6, 2015, at 5:30 p.m.

This is a request to set a not to exceed amount of \$1,800 for catering and rental space for the annual holiday party.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** \$1,800 (\$1,500 budgeted in FY2016)

**Account Number:** General Fund, Seasonal, Parks/Events, Town Holiday Party

**Proposed/Suggested Motion:**

"I move to approve the proposal with Madigan's Waterfront for the Town Holiday Party and set a not-to-exceed amount of \$1,800."

OR

Other action Council deems appropriate.

**Attachments: (1)** Madigan's Quote

# Madigan's Waterfront

201 Mill Street  
 Historic Occoquan, VA 22125  
 (703) 494-6373  
 (703) 494-6376 - Fax  
 madiganswaterfront.com

Sunday  
 Event Date: December 6, 2015

\* BASED ON 100 PERSONS

Customer Name: Occoquan Town Council (Kristyn Jovanovich)  
 Address: Mill Street City Occoquan State VA Zip 22125  
 Phone: (W) 703-491-1918 x1 (H) Fax 703-491-4962  
 Phone: (cell) \_\_\_\_\_ E-Mail address Kjovanovich@occoquanva.gov  
 Date of Event: Sunday, Dec. 6, 2015 Type of Function: Holiday Party  
 No. of Guests: 100 Location: Upstairs Venue  
 Event Hours: 6:45 - 9:30 pm Cocktail Hour: \_\_\_\_\_ Serve Time: 6:45

Sunday - Thursday am or pm: minimum guest count 45; Friday am: minimum guest count 50; pm: 50 guests, Saturday am or pm: minimum guest count 50

Color Scheme: Holiday

MENU	
<input checked="" type="checkbox"/> Buffet	<input type="checkbox"/> Sit-down
<u>Cheese &amp; cracker Platter</u>	
<u>Pasta with Alfredo Sauce</u>	
<u>Garlic Mashed Potatoes</u>	
<u>Sauteed Mixed Vegetables</u>	
<u>Honey Baked Ham</u>	
Beverages: <u>Soda, coffee &amp; tea</u>	
Dessert: <u>Chocolate Mousse</u>	

No. at Head Table: \_\_\_\_\_  
 Entertainment: Holiday Music  
 Beer: \_\_\_\_\_  
 Wine: Cash Bar  
 Liquor: \_\_\_\_\_

\* Alcohol to be paid at the end of your event  
 ~special events minimal menu  
 \$42/pp.

Subtotal: 1500.00  
 VA Sales Tax: \_\_\_\_\_  
 Occoquan Meal Tax: Exempt  
 Gratuities: 20% 300.00  
 Total Contract Amount: 1800.00  
 Deposit: \_\_\_\_\_  
 Balance Due: \_\_\_\_\_  
 Deposit: \_\_\_\_\_  
 Balance Due: \_\_\_\_\_  
 Deposit: \_\_\_\_\_  
 Balance Due: \_\_\_\_\_



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

<b>8. Regular Business</b>	<b>Meeting Date:</b> November 4, 2015
<b>8 E:</b> Request to Approve a Not-To-Exceed Amount for Installation and Removal of Lighted Decorations on Dominion Poles	

**Explanation and Summary:**

Each year, the Town installs lighted wreaths for the holiday season on Dominion poles in town, generally beginning from the annual tree lighting ceremony until after the new year. In the past, the Town has contracted with an independent contractor to install and remove the wreaths for \$2,000. That contractor is no longer available, so staff is working directly with Dominion Power to identify an available option to install and remove the wreaths, as the Town does not have the equipment to safely install and remove the wreaths.

This is a request to set a not to exceed amount of \$2,000 to allow Town staff to identify and hire an appropriate contractor to install and remove the holiday decorations for FY 2016. The current budget includes a budgeted amount of \$2,000 for this purpose.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** \$2,000 (Budgeted amount for FY2016)

**Account Number:** General Fund, Public Works, Seasonal, Wreath Installation

**Proposed/Suggested Motion:**

"I move to approve a not-to-exceed amount of \$2,000 for installation and removal of lighted holiday decorations on Dominion poles."

OR

Other action Council deems appropriate.

**Attachments:** None.



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

**8. Regular Business**

**Meeting Date:** November 4, 2015

**8 F:** Request for Council Action on Business Guild of Occoquan Request for Funding

**Explanation and Summary:**

The Business Guild of Occoquan has requested that the Town purchase an ad in the amount of \$2,880 to be placed in Discover Prince William's 2016-2017 Visitor's Guide. The Guild's proposal is attached.

The Town did not allocate funding within the FY2016 budget to provide monetary support to the Business Guild of Occoquan. The Guild has requested that the funding set aside under Community/Business Support in FY2016 to be funded through additional taxes collected from the increased meals tax be used to pay for the ad.

The Guild must respond to Discover Prince William by December 1, to be included in the publication.

**Town Manager's Recommendation:** Funding has not been allocated for this activity within the current fiscal year; request Council action/recommendation.

**Cost and Financing:** \$2,880

**Account Number:** Operating, Advertising, Parks and Events,  
Community/Business Support (\$15,000 allocated in FY2016)

**Proposed/Suggested Motion:**

"I move to (approve/disapprove) the Town's purchase of an ad in the Discover Prince William 2016-2017 Visitor's Guide in the amount of \$2,880."

OR

Other action Council deems appropriate.

**Attachments: (2)** Business Guild of Occoquan Ad Request  
Proposed Ad



October 26, 2015

The Business Guild of Occoquan proposes the Town of Occoquan place a 1/2 page ad in the Discover Prince William and Manassas Visitors Guide.

This publication has an annual initial printing of 75,000 copies (an additional 50,000 copies have been printed for 2015) and is the official print advertising document of Prince William County. It is directly mailed to all information requests received by Discover Prince William, the Virginia Convention and Visitors Bureau, VA.org and national magazines like Southern Living, which offer information request send-in cards for its readership. In addition is it widely distributed to county hotels, attractions, restaurants, museums and all visitor centers.

A digital copy of the Discover Prince William and Manassas Visitors Guide is available on line with a reported 150,000 visits annually and a mobile application is underway that will provide hot links to web sites and Facebook pages of its advertisers.

To maintain consistent advertising branding, the Guild recommends the ad artwork to be used be the already established Historic Occoquan rack card.

Cost for the annual ad is \$2880.00 or approximately \$.035 per copy. Commitment deadline for the ad is December 1, 2015.

A copy of the publication and the proposed ad artwork are enclosed.

Upon approval of the funds I would make all arrangements for ad placement. The 2016 Guide will be available in February.

Regards,

Betsy Merklein

The Business Guild of Occoquan



Historic Occoquan, nearly as old as Virginia itself, is located on the banks of the Occoquan River.

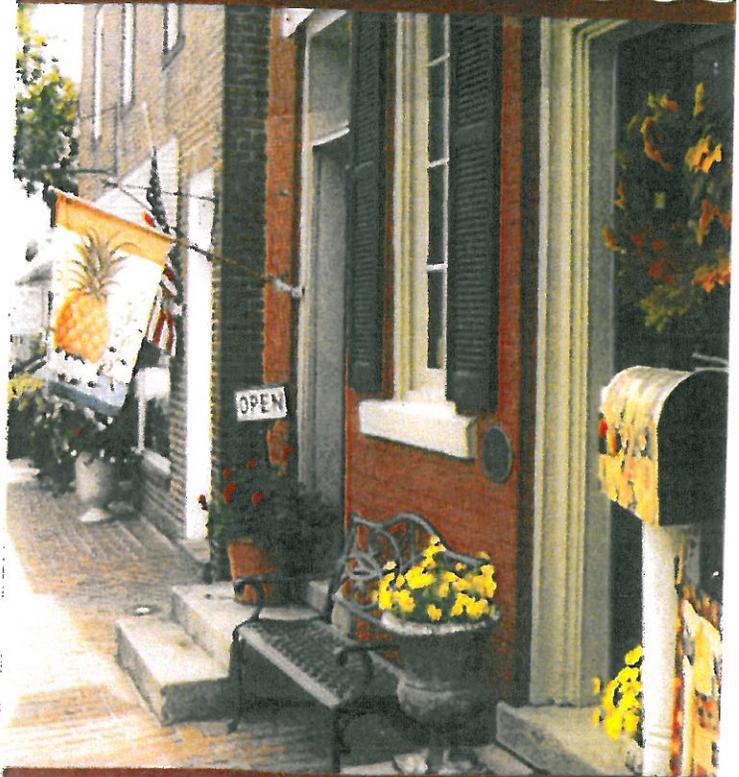
The over 70 Specialty Shops & Restaurants are nestled in 18<sup>th</sup> & 19<sup>th</sup> Century buildings giving the visitor a pleasant step back in time and a Village Shopping Experience.

ART GALLERIES, ANTIQUES, BROWNIES, CRAFT STORES, GOURMET SHOPS, LADIES' BOUTIQUES, JEWELRY, FINE RESTAURANTS, CAFÉS, HOME DÉCOR, APPLE PIE, RUGS, WINE SHOPS, BEADS, ICE CREAM, IRISH SHOP, PUZZLES, TEA ROOM, STAINED GLASS, CHRISTMAS SHOP, HAIR SALONS, YOGA, STATIONERY, SCUBA, CUPCAKES, COSTUMES, SPA, WEAVING, DOG & CAT BOUTIQUE, FUDGE, GIFT BOUTIQUES, FURNITURE, BOOKS, THE MILL HOUSE MUSEUM, AND A PARTRIDGE IN A PEAR TREE!

Occoquan is listed on the National Register of Historic Places and is a Virginia Historic District.  
[www.HistoricOccoquan.com](http://www.HistoricOccoquan.com)

HISTORIC OCCOQUAN WELCOMES YOU  
TO OUR AUTHENTIC 18<sup>TH</sup> CENTURY  
VIRGINIA VILLAGE WITH OVER 70  
SPECIALTY SHOPS & RESTAURANTS

# Historic Occoquan VIRGINIA



HISTORIC OCCOQUAN WELCOMES YOU  
TO OUR AUTHENTIC 18<sup>TH</sup> CENTURY  
VIRGINIA VILLAGE WITH OVER 70  
SPECIALTY SHOPS & RESTAURANTS

**DIRECTIONS:** I-95 Exit 160 (Occoquan).  
Proceed North ½ mile on Virginia Route 123  
and turn left onto Commerce Street.  
Occoquan is listed on the National Register of  
Historic Places and is a Virginia Historic District.  
[www.HistoricOccoquan.com](http://www.HistoricOccoquan.com)

*Ad would be adjusted  
to include directions  
similar to paste up*



**TOWN OF OCCOQUAN**  
**TOWN COUNCIL MEETING**  
Agenda Communication

<b>8. Regular Business</b>	<b>Meeting Date:</b> November 4, 2015
<b>8 G: Request to Approve Town Council 2016 Meeting Schedule</b>	

**Explanation and Summary:**

This is a request to set the Town Council meeting schedule for the 2016 calendar year. The Town Code Section 2-61, Date and time of regular meetings, states that the Council shall meet in regular session on the first Tuesday of each month at 7:00 p.m. or at such other times as may be fixed by resolution; provided at least one regular meeting per month shall be held as required by section 16 of the Charter.

The proposed meeting calendar includes regular meetings on the first Tuesday of each month and work session meetings on the third Tuesday of each month, except for the months of July, August and December, during which no work session is scheduled. Work session meetings are intended to discuss issues that would be coming before the Council for action at a regular meeting or other items that do not require formal action, but merit review and consideration by the Council.

One item of note is the regular meeting in May is moved to the following day to accommodate the Town Election Day the takes place on the first Tuesday in May.

**Town Manager's Recommendation:** Recommend approval.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motions:**

"I move to approve the 2016 Town Council meeting schedule as presented."

OR

Other action Council deems appropriate.

**Attachments: (1)** Calendar Year 2016 Town Council Meeting Schedule

## TOWN OF OCCOQUAN 2016 Meeting Schedule

DATE	MEETING TYPE
Tuesday, January 5, 2016	Regular Meeting
Tuesday, January 19, 2016	Work Session
Tuesday, February 2, 2016	Regular Meeting
Tuesday, February 16, 2016	Work Session (Budget)
Tuesday, March 1, 2016	Regular Meeting + Budget Work Session
Tuesday, March 15, 2016	Work Session (Budget)
Tuesday, April 5, 2016	Regular Meeting
Tuesday, April 19, 2016	Work Session
Wednesday, May 4, 2016*	Regular Meeting
Tuesday, May 19, 2016	Work Session
Tuesday, June 7, 2016	Regular Meeting
Tuesday, June 21, 2016	Work Session
Tuesday, July 5, 2016	Regular Meeting
Tuesday, August 2, 2016	Regular Meeting
Tuesday, September 6, 2016	Regular Meeting
Tuesday, September 20, 2016	Work Session
Tuesday, October 4, 2016	Regular Meeting
Tuesday, October 18, 2016	Work Session
Tuesday, November 1, 2016	Regular Meeting
Tuesday, November 15, 2016	Work Session
Tuesday, December 6, 2016	Regular Meeting

Total Regular Meetings: 12

Total Work Sessions: 10

*\*The first Tuesday of May is Town Election Day.*