



TOWN OF OCCOQUAN
Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street
PO BOX 195
Occoquan, VA 22125
(703) 491-1918
www.OccoquanVA.gov
info@occoquanva.gov

Occoquan Town Council
Regular Meeting
June 2, 2015 | 7:00 p.m.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Citizens' Time** - Members of the public may, for three minutes, present for the purpose of directing attention to or requesting action on matters not included on the prepared agenda. These matters shall be referred to the appropriate town official(s) for investigation and report. Citizens may address issues as they come up on the agenda if advance notice is given during 'Citizens' Time'.
4. **Approval of Minutes**
 - a. April 28, 2015 Public Hearing and Work Session Minutes
 - b. May 5, 2015 Regular Meeting Minutes
 - c. May 19, 2015 Work Session Minutes
5. **Councilmember Reports**
6. **Mayor's Report**
7. **Staff Reports**
 - a. Town Attorney
 - b. Town Engineer
 - c. Town Manager
 - d. Chief of Police
 - e. Boards and Commissions
8. **Regular Business**
 - a. Request to Adopt an Ordinance to Amend Chapter 58 of the Town Code, Relating to the Tax on Food and Meals Served in Food Establishments or by Caterers
 - b. Request to Adopt an Ordinance to Amend Chapter 2 of the Town Code, Relating to Duties, Powers and Functions of Town Building Official

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

- c. Request to Award Landscaping Contract, RFP 2015-001
- d. Request to Purchase Work Order System

9. Closed Session

10. Adjournment



OCCOQUAN TOWN COUNCIL
Public Hearing and Work Session Minutes - Draft
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, April 28, 2015
7:00 p.m.

Present: Mayor Elizabeth Quist; Vice Mayor Pat Sivigny; Councilmember Tyler Brown; Councilmember J. Matthew Dawson; Councilmember Jim Drakes
Councilmember Joe McGuire.

Staff: Kirstyn Barr Jovanovich, Town Manager; Sheldon Levi, Chief of Police and Town Sergeant; Abigail Breeding, Treasurer; Greg Holcomb, Town Clerk

Absent: None

Public Hearing Minutes

1. Call to Order

Mayor Quist called the public hearing to order at 7:00 p.m.

2. Public Hearing

Mayor Quist stated that the public hearing was to discuss the proposed fiscal year 2016 tax rates and opened the floor to the public for comments.

No members of the public spoke.

3. Adjournment

The public hearing was closed at 7:02 p.m.

Work Session Minutes

1. Call to Order

Mayor Quist called the work session to order at 7:02 p.m.

2. Fiscal Year 2016 Budget Work Session

Mayor Quist began the meeting stating that the purpose of this work session was to give direction to Town staff on a final budget.

Ms. Jovanovich presented revenue calculations based on the scenarios of (1) no rate increases (2) increasing the Real Estate Tax from \$.11 to \$.12 per \$100 of assessed value and maintaining the current Meals Tax rate, and (3) increasing the Meal Tax from 2% to 3% and maintain the current Real Estate Tax rate of \$.11 per \$100 of assessed value. The Town Council discussed what services would be cut based on the different scenarios. Ms. Jovanovich proposed an alternate option to

the proposed Events and Marketing Coordinator position in an effort to reduce cost to the Operating Fund, while still addressing the programming needs of River Mill Park. She suggested modestly increasing the salary of the Craft Show Director utilizing the Craft Show Fund and increasing the hours and duties of the position to include community programming and business outreach. The main focus of the position would continue to be organizing and implementing the semi-annual craft shows, but would now include some community programming and outreach. The Council discussed the merits of the proposal and had consensus on moving forward with the new duties of the Craft Show Director and the funding source.

The Council then discussed increasing the presence of the police department to include more nights and weekend hours. The Council agreed that new auxiliaries should be added to bring the total to three auxiliary police officers for the town.

The Council further discussed small line items and the reasoning behind the proposed expenditures.

Through consensus, the Town Council directed staff to develop the final budget document for approval on May 5, 2015, based on maintaining the \$.11 Real Estate Tax Rate and increasing the Meals Tax rate from 2% to 3%, and ensure that funding was set aside for Community and Business Development to go back into the community.

3. Adjournment

The Council adjourned at 7:47 p.m.

Greg Holcomb, Town Clerk



OCCOQUAN TOWN COUNCIL
Regular Meeting Minutes - Draft
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, May 5, 2015
7:00 p.m.

Present: Mayor Liz Quist, Vice Mayor Pat Sivigny, Councilmembers Joe McGuire, J. Matthew Dawson, Jim Drakes and Tyler Brown.
Staff: Kirstyn Jovanovich, Town Manager; Bruce Reece, Town Engineer; Chief Sheldon Levi, Town Sergeant/Chief of Police; Abigail Breeding, Town Treasurer; Greg Holcomb, Town Clerk.

Absent: None

1. Call to Order

Mayor Quist called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

3. Citizen's Time

None

4. Approval of Minutes

It was moved to approve the minutes of the April 7, 2015 Regular Meeting Minutes.

A motion was made by Councilmember McGuire, seconded by Councilmember Drakes that the Action Item be approved as presented. The motion carried by poll vote, unanimous.

5. Council Member Reports

Councilmember McGuire stated that the Planning Commission approved the Kiely Court final site plans at their April 14, 2015 meeting.

6. Mayor's Report

1. Attended an emergency management meeting with Ms. Jovanovich and Chief Levi regarding the Fairfax Water Authority Dam. Mayor Quist suggested that Council members sign up for the Prince William County and Fairfax County alert systems, so as to stay informed of weather, traffic & other incidents impacting both counties and their constituents.
2. Met with Art Klos with the Virginia Department of Transportation, Ms. Jovanovich and Mr. Reese regarding parking under the Rt. 123 Bridge and the possibility of locating a parking structure under the bridge.
3. Served at a celebrity luncheon for the Rotary Club. She noted that, at the event, she was approached by a recent renter of Mamie Davis Park who was pleased that the parking spaces were removed. She further noted that this made for a better background for photos.

7. Staff Reports

Report of Town Attorney: Mr. Crim, Town Attorney, reported on the following activities:

1. Requested an executive session to discuss craft show banners.
2. Noted that he will be out for the June meeting and will be represented by a staff attorney.
3. Councilmember McGuire asked about the status of removing the signs on the Tanyard Hill property. Mr. Crim noted that this would be in violation of the proffers. Ms. Jovanovich stated that the Town will pursue removing the proffers after July, when the new fiscal year begins.
4. Councilmember Brown noted that he recently learned of a River Mill brand flour and he was concerned with potential trademark conflicts with the Town's naming of River Mill Park. Mr. Crim stated he didn't believe it would be an issue, but would check and follow up with Town Council.

Report of Town Engineer: Mr. Reese, Town Engineer, reported on the following activities:

1. Land Disturbance Report:
 - a. Fairfax Water River Station tank demolition
 - b. Occoquan Heights
 - c. 124 Poplar Alley
 - d. Gaslight Landing
 - e. Vistas at Occoquan
 - f. Rivertown Overlook
2. Noted that there were no zoning approvals for April.
3. 124 Poplar Alley had a minor site plan amendment that was approved by the Planning Commission, which revises the stormwater management plan for the site.
4. On May 12, 2015, the Fairfax County Board of Supervisors will discuss the Vulcan Quarry plan revisions.
5. In the absence of Mr. Williams, Mr. Reese presented an update on River Mill Park.
 - a. Fairfax County Water Authority anticipates the completion of their portion of construction by the beginning of June, with a coordination meeting scheduled for May 7, 2015.
 - b. An aerial electric line was removed and a Cox and Verizon line will be removed during the next phase of construction.
 - c. Building plans and retaining wall designs have been approved and awaiting permits.
 - d. Construction bidding closed on April 20, and are being reviewed.
 - e. New comments from VDOT on the bridge improvement plans have been received.
 - f. Phase II plans should be ready for review beginning the next week.

- g. Councilmember Brown asked about the Occoquan Heights bond release. Mr. Reese stated that process has begun.
- h. Councilmember Brown also asked about the hole in the fence at the Vistas of Occoquan. Mr. Reese stated he still needed to look into the issue and will follow up with Town Council.
- i. Vice Mayor Sivigny asked what the Occoquan Heights developer's response was to the concerns of the trees. Mr. Reese stated that the developer has acknowledged our concerns.
- j. Mr. Crim noted that the hazard with the fence (at Vistas) can be resolved with a letter from the Town Manager.

Report of Town Manager: Ms. Jovanovich, Town Manager, reported on the following:

- 1. Noted that two Planning Commission members have resigned. She stated that this left the Commission at six members, which is still above the minimum.
- 2. There are 108 Businesses that have filed renewal applications for BPOL, 106 of those paid.
- 3. During the April Meeting it was stated that twenty three properties were delinquent on Real Estate Tax. That number has dropped to thirteen.
- 4. Ms. Jovanovich requested that the Council approve the contract for the Fall Arts and Crafts Show shuttle service of \$14,040.

It was moved to approve \$14,040 for shuttle service for the Fall Arts and Craft Show.

A motion was made by Vice Mayor Sivigny, seconded by Councilmember McGuire that the Action Item be approved. Unanimous.

- 5. Almost 40 people volunteered for the spring Friends of the Occoquan Cleanup in April. Ms. Jovanovich thanked Police Chief Sheldon Levi, Ms. Krista Forcier, Craft Show Director, and Mr. Bucky Brill, Maintenance Supervisor, for assisting with the cleanup.

Report of Chief of Police: Chief Levi provided a report on public safety activities during April 2015.

Councilmember McGuire requested a more detailed report to increase transparency.

Boards and Commissions:

Architectural Review Board Report: Councilmember Dawson presented the ARB report, stating that three sign applications and one exterior elevation were approved. He also stated that there were five Certificates of Appropriateness issued. He noted that at the next meeting, the Board will discuss exterior elevation design guidelines.

8. Regular Business

8A. Request to Adopt Fiscal Year 2016 Budget and Tax Rates

It was moved to set a Real Estate Tax Rate for the Fiscal Year 2016 beginning July 1, 2015 of \$.11 per \$100 of assessed valuation.

AND

It was moved to set a Meals Tax Rate for the Fiscal Year 2016 beginning July 1, 2015 of (3%) three percent.

AND

It was moved to set a Transient Tax Rate for the Fiscal Year 2016 beginning July 1, 2015 of (2%) two percent.

AND

It was moved to adopt the Fiscal Year 2016 Budget beginning July 1, 2015 as presented in the amount of \$583,038.

AND

It was moved to adopt the Fiscal Year 2016 Capital Improvement Plan beginning July 1, 2015 as presented in the amount of \$1,005,000.

AND

It was moved to adopt the Fiscal Year 2016 Mamie Davis Fund beginning July 1, 2015 as presented in the amount of \$2,000.

AND

It was moved to adopt the Fiscal Year 2016 Craft Show Fund beginning July 1, 2015 as presented in the amount of \$222,825 for revenues and \$104,182 for expenditures.

A motion was made by Vice Mayor Sivigny, seconded by Councilmember McGuire that the Action Item be approved. The motion carried by poll vote, passing 4-1, with Councilmember Brown voting Nay.

8B. Request to Approve Kiely Court Final Site Plan

Public Comment:

Mr. Ronald Houghton, owner of Rockledge Mansion, 440 Mill Street, stated that he did not approve of the way the zoning ordinances were applied to the proposal. He has filed an

appeal with the Board of Zoning Appeals. He cited that he has a prescriptive easement on the property, his driveway will be affected by the project and he is concerned with the historic view shed of Rockledge.

Mr. David Irwin, 229 Mill St., stated that he was opposed to the plan. He noted that several of the Planning Commission members did not vote for the plan. Finally, he expressed his concerns over the view of Rockledge Mansion from Mill Street.

Mr. Lance Houghton, 127 Washington St., asked the Town Council to not approve the site plan. He believed that the site plan is unrealistic, especially in regard to parking. He further stated that he thought that a significant amount of land would need to be removed to make that much parking and there will be issues with the bed rock. He also stated that he did not see an elevation description on the plan.

Mr. Harry Ervin, 309 Mill St., believed that the Town Engineers approved the plan with disregard to stormwater issues. He noted that the plan states that the Occoquan River is an adequate channel for removal of water. He further noted that water from the site will utilize Mill Street as a means of stormwater management and he did not believe this would be adequate.

Mr. Todd Phillip, Freeland Engineering, engineer for the site plan applicant, answered several concerns of residents. He noted that the driveway of Rockledge would not be impacted, rock borings did not find rock within 25 feet of the surface, and there will be little water runoff from the site. He further stated he stands behind his plans.

The Town Council expressed concerns over the use of dynamite to remove rock. Mr. Reese stated that there are numerous ways to remove rock and the Town would have to approve the use of dynamite. He further noted that anything that is done to the site to remove rock cannot negatively impact the neighboring properties.

It was moved to approve the final site plan for Kiely Court.

A motion was made by Councilmember McGuire, seconded by Councilmember Drakes that the Action Item be approved. The motion carried by poll vote, passing 4-1, Councilmember Brown voting Nay.

8C. Request to Approve Occoquan Heights As-Built Drawings

It was moved to approve the Occoquan Heights Final As-Built Drawings.

A motion was made by Councilmember Dawson, seconded Councilmember McGuire that the Action Item be approved. The motion carried by poll vote, unanimous.

8D. Request to Appropriate Additional Funding for River Road Repair and Repaving Project

It was moved to appropriate \$10,140 from the Capital Improvement Fund for the repair of curbing and asphalt, and restriping of the parking area located in front of the residences on River Road to be performed by Prince William County Public Works, contingent upon property owners' agreement to reimburse the Town for the cost of this portion of the project.

A motion was made by Councilmember Drakes, seconded by Councilmember McGuire that the Action Item be approved. The motion carried by poll vote, passing 4-1, Councilmember Brown voting Nay.

8E. Request to Approve the Town's Participation in a Board of Zoning Appeals Training Workshop.

It was moved approve the Town's participation in a regional Board of Zoning Appeals training workshop for an amount of \$1,000 from Operating-Education and Training, contingent on four of the five board members attending.

A motion was made by Councilmember Brown, seconded by Councilmember Dawson that the Action Item be approved. The motion carried by poll vote, unanimous.

9. Closed Session

Vice Mayor Sivigny moved that the Council convene in closed session to discuss as permitted by Virginia Code § 2.2-37711 (A)(7) another matter requiring advice of counsel regarding Craft Show banners. Councilmember Brown seconded.
The motion carried unanimously.

The Council came out of closed session at 8:41 p.m. Vice Mayor Sivigny moved that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilmember McGuire seconded. **Motion passed, Ayes- Councilmember Brown, Councilmember Drakes, Councilmember Dawson, Councilmember McGuire, and Vice Mayor Sivigny, by roll call vote.**

10. Adjournment

The meeting was adjourned at 8:42 p.m.

Greg Holcomb, Town Clerk



OCCOQUAN TOWN COUNCIL
Work Session Minutes - Draft
Town Hall - 314 Mill Street, Occoquan, VA 22125
Tuesday, May 19, 2015
7:00 p.m.

Present: Mayor Elizabeth Quist; Vice Mayor Pat Sivigny; Councilmember Tyler Brown; Councilmember Jim Drakes; Councilmember Joe McGuire.
Staff: Kirstyn Barr Jovanovich, Town Manager; Sheldon Levi, Chief of Police and Town Sergeant; Abigail Breeding, Treasurer; Greg Holcomb, Town Clerk
Absent: Councilmember J. Matthew Dawson

Work Session Minutes

1. Call to Order

Mayor Quist called the work session to order at 7:00 p.m.

2. Public Art in Occoquan

Mayor Quist opened the floor to Bryanna Altman, Occoquan River Communities Chair of the Public Art Project. Ms. Altman introduced Mr. Barry Dean, Board Member, and Ms. Betty Dean, President. Ms. Altman discussed their public art project. She noted that there were locations in Occoquan they have identified as possible locations for public art. She specifically cited that the organization was interested in placing a mesh silk screened banner across the fencing of 407 Mill Street. She stated that the banner would be see through to some extent and the river would still be visible from the street.

The Council expressed concerns over having this project go before the Architectural Review Board. Ms. Jovanovich noted that she was going to discuss the issue with the ARB Chair, Ms. Brenda Seefeldt who was in the audience. Ms. Seefeldt stated that she did not see any problems with the project and encouraged it.

The Council expressed their support for the project to move forward.

3. Urban Land Institute Mini-Technical Assistance Panel Presentation

The Urban Land Institute presented their findings from a three month long study of Occoquan's Historic District. The panel members offered numerous suggestions to improve the District and methods of achieving the improvement goals.

4. Treasurer's Report - FY 15 Year to Date Report (Third Quarter)

Ms. Breeding noted that income for the third quarter was up \$37,000. She stated that Business License Fees are up due to home sales. She noted that the Town

was in deficit through the end of last quarter due to over budgeted items including snow removal, trash, grounds and maintenance and legal expenses. The increase Business License funds have offset this deficit and Ms. Breeding expects a surplus to end the year.

5. Adjournment

The Council adjourned at 8:11 p.m.

Greg Holcomb, Town Clerk



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: June 2, 2015
8 A: Request to Adopt an Ordinance to Amend Chapter 58 of the Town Code, Relating to the Tax on Food and Meals Served in Food Establishments or by Caterers	

Explanation and Summary:

On May 5, 2015, the Town Council adopted the Fiscal Year 2016 Budget, which included a one percent increase on the Meals Tax rate effective July 1, 2015. A public hearing on the proposed Meals Tax increase was held on April 28, 2015 and advertised in Prince William Today on March 27, 2015 and April 3, 2015.

This is a request to adopt an ordinance to amend §58-39 of the Town Code relating to meals tax in order to codify the adopted meals tax rate effective July 1, 2015. In addition, the ordinance also includes an amendment to §58-41 to clarify the payment deadline.

Letters have been prepared and will be sent on June 3, 2015 to notify all affected businesses of the new rate and effective date, as well as provide new forms.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: N/A

Account Number: N/A

Proposed/Suggested Motion:

"I move to adopt an ordinance amending Chapter 58, Article III, Sections 58-39 and 58-41, to the Town Code, relating to the tax on food and meals served in food establishments or by caterers, effective July 1, 2015."

OR

Other action Council deems appropriate

Attachments: (2) Ordinance Amending Chapter 58 of the Town Code
Prince William Today Announcement

AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE III, SECTIONS 58-39 AND 58-41, OF THE TOWN CODE, RELATING TO THE TAX ON FOOD AND MEALS SERVED IN FOOD ESTABLISHMENTS OR BY CATERERS.

BE IT ORDAINED by the Council of the Town of Occoquan, Virginia, meeting in regular session this ____ day of ____, 2015:

1. That § 58-39 of the Occoquan Town Code, is hereby amended to read as follow:

Sec. 58-39 Levy.

In addition to all other taxes and fees of any kind now or hereafter imposed by law, there is hereby imposed and levied by the town on each person a tax at the rate of ~~two percent (2%)~~ three percent (3%) on the amount paid for every meal or food purchased from any food establishment or caterer, whether prepared in such food establishment or not, and whether consumed on the premises or not.

2. The Town Council hereby amends Town Code § 58-41 as follows:

Sec. 58-41. Report of taxes collected; remittance of tax.

It shall be the duty of every person required by this article to collect and remit to the town the taxes imposed by this article to make a report for each calendar month thereof setting forth such information as the treasurer may prescribe and require, including all purchases taxable under this article, the amount charged the purchaser for each such purchase, the date thereof, the taxes collected thereon and the amount of tax required to be collected by this article. The monthly reports shall be delivered to the treasurer on or before the twentieth (20th) day of the calendar month following the month being reported. Each report shall be accompanied by a remittance of the amount of tax due, made payable to the town and sent to the treasurer. When the report deadline and payment deadline falls on a Saturday, Sunday, or legal holiday, then any return required by this title may be filed or such payment made without penalty or interest on the next succeeding business day.

3. That this ordinance is effective July 1, 2015.

MOTION:

Date:

SECOND:

Regular Meeting

Ord. No. O-2015-

RE: AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE III, SECTIONS 58-38, 58-39 AND 58-41, TO THE TOWN CODE, RELATING TO THE TAX ON FOOD AND MEALS SERVED IN FOOD ESTABLISHMENTS OR BY CATERERS.

ACTION:

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CERTIFIED COPY _____

Greg Holcomb, Town Clerk

TOWN OF OCCOQUAN
 CIRCA 1734 INCORPORATED 1874
 314 MILL STREET, P.O. BOX 195
 OCCOQUAN, VIRGINIA 22125
 703-491-1918, EXT. 2 FAX 703-491-4962
 WWW.OCCOQUANVA.GOV

PROPOSED FY 2016 BUDGET – APRIL 7, 2015
TAX RATES IN SUPPORT OF THE BUDGET – APRIL 28, 2015

PUBLIC HEARINGS TO SOLICIT COMMENT ON THE FOLLOWING:

1. Proposed FY 2016 Budget (see synopsis below.) A copy of the proposed budget is available at Town Hall from 9 a.m. to 4 p.m., Monday through Friday, and on the Town's website at www.occoquanva.gov; and
2. Proposed increase of the current real estate tax rate of \$.11 per \$100 to \$.12 per \$100 of the assessed value; and
3. Proposed increase of the current meals tax rate of 2% to 3%; and
4. Maintain the current transient occupancy tax rate of 2%.

		FY 2015 Budget	FY 2016 Proposed
OPERATING FUND	Revenues	\$505,296	\$600,883
	Expenses	\$505,296	\$586,396
CIP FUND	Revenues	--	--
	Expenses	\$1,640,000	\$1,005,000
MAMIE DAVIS FUND	Revenues	\$2,000	\$2,000
	Expenses	\$2,000	\$2,000
CRAFT SHOW FUND	Revenues	\$210,000	\$222,825
	Expenses	\$90,000	\$90,623

KIRSTYN BARR JOVANOVIICH
 Town Manager

A public hearing on the proposed budget will be held on April 7, 2015 at 7:00 p.m. at Occoquan Town Hall, 314 Mill Street, Occoquan, VA 22125.

The Town Council may set the real estate tax rate at 12 cents per hundred dollars value or at a lower rate, but Virginia law does not allow a higher rate than appears in this advertisement. The Town Council may set other tax rates (such as meals tax or transient occupancy tax) either higher or lower than the advertised rates.

NOTICE OF PROPOSED REAL PROPERTY TAX INCREASE

The Town of Occoquan proposes to increase property tax levies.

1. **Assessment Increase:** Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 6.3 percent.
2. **Lowered Rate Necessary to Offset Increased Assessment:** The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be \$0.1031 per \$100 of assessed value. This rate will be known as the "lowered tax rate."
3. **Effective Rate Increase:** The Town of Occoquan proposes to adopt a tax rate of no more than \$0.12 per \$100 of assessed value. The difference between the lowered tax rate and the proposed rate would be \$0.0169 per \$100, or 16.39 percent. This difference will be known as the "effective tax rate increase."

Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. **Proposed Total Budget Increase:** Based on the proposed real property tax rate and changes in other revenues, the total budget of Town of Occoquan will be 18.92 percent above last year's budget.

A public hearing on the increase will be held on April 28, 2015 at 7:00 p.m.
 at Occoquan Town Hall, 314 Mill Street, Occoquan, VA 22125.

3/27 & 4/3/15



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business

Meeting Date: June 2, 2015

8 B: Request to Adopt an Ordinance to Amend Chapter 2 of the Town Code, Relating to Duties, Powers and Functions of Town Building Official

Explanation and Summary:

On April 7, 2015, the Town Council awarded RFP 2014-001, On-Call Building Official Services to Total Construction Solutions (TCS) and appointed Joseph Barbeau of TCS as the Town's Building Official for a one-year term effective July 1, 2015. Prior to this action, the Town had been utilizing Prince William County for its building official services for the last several years. As a result, §2-189 of the Town Code had been previously repealed as it was no longer applicable.

This is a request to adopt an ordinance to amend §2-189 and add this section back into the Town Code ahead of the Town taking over this function effective July 1, 2015.

Engineer's Recommendation: Recommend approval.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$5,000 (Budgeted FY 2016)

Account Number: FY 2016 Adopted Budget, Professional Services -Building Official Services

Proposed/Suggested Motion:

"I move to adopt an ordinance amending Chapter 2, Article III, Section 2-189 of the Town Code, regarding duties, powers and functions of Town Building Official."

OR

Other action Council deems appropriate.

Attachments: (3) Ordinance to Amend Section 2-189 of the Town Code
April 7, 2015 Agenda Cover Page, Award of RFP 2014-001
RFP 2014-001, On-Call Building Official Services

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE III "OFFICERS", SECTION 2-189, TITLED DUTIES, POWERS AND FUNCTIONS OF TOWN BUILDING OFFICIAL.

BE IT ORDAINED by the Council of the Town of Occoquan, Virginia meeting in regular session this ____ day of _____, 2015.

1. That the Occoquan Town Code, is hereby amended by adding a section, to be numbered §2-189, which said section reads as follows:

Sec. 2-189. Duties, powers and functions of town building official.

(a) The town building official shall be appointed by and serve at the pleasure of the council.

(b) The town building official shall be a Certified Building Official in accordance with the Virginia Department of Housing and Community Development (DHCD).

(c) The town building official shall:

(1) Review building plans for compliance with appropriate building codes.

(2) Perform inspections of building construction within Town.

(3) Issue appropriate occupancy permits for both commercial and residential structures.

(4) Consult with town engineer, town zoning administrator, town attorney, and town manager on building code matters.

(5) Coordinate with other town officials and outside agencies as appropriate to ensure that town regulations are not circumvented or overlooked.

(6) Perform such other building official tasks as may be assigned by the mayor and/or council.

(d) The council may appoint a deputy building official whose qualifications and duties shall be set by the council.

2. That this ordinance is effective upon passage.

MOTION:

Date:

SECOND:

Regular Meeting

Ord. No. O-2015-

RE: AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE III "OFFICERS", SECTION 2-189, TITLED DUTIES, POWERS AND FUNCTIONS OF TOWN BUILDING OFFICIAL.

ACTION:

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CERTIFIED COPY _____

Greg Holcomb, Town Clerk



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

9. Regular Business	Meeting Date: April 7, 2015
9 B: Request to Award Contract for RFP 2014-001, On-Call Building Official Services; Appointment of Town Building Official	

Explanation and Summary:

This is a request to award a contract for RFP 2014-001, On-Call Building Official Services to Total Construction Solutions (TCS) and appoint a Town Building Official effective July 1, 2015, for an initial term of one year.

On November 24, 2014, the Town issued an RFP to solicit proposals to provide building inspection and plan review services on an “on-call” basis for the Town of Occoquan. Currently, the town utilizes Prince William County to provide this service. Two proposals were received by the closing of the solicitation on January 15, 2015.

An Evaluation Committee was established to review the proposals and determined that TCS met all of the requirements outlined within the solicitation. As a result, the Evaluation Committee interviewed TCS on February 24, 2015, to determine suitability.

Based on TCS’s response, references, and interview, the Evaluation Committee is recommending TCS be contracted to provide Building Official services to the Town of Occoquan and that Mr. Joseph Barbeau, a certified Building Inspector with TCS, be appointed as the Town’s Building Official. Section 10-1 of the Town Code establishes a department of building inspection; building/code official.

Per Town Council approval and appointment, the position would be effective July 1, 2015 in order to allow adequate time to transition the functions from Prince William County to the Town, establish internal operating procedures including updating the fee schedule and employee training, and to update the Town Code, specifically Chapter 10, Buildings and Building Regulations and Section 2-189, Duties, powers and functions of building/code official.

Bringing this service back in house will streamline building, engineering and zoning activities within the Town of Occoquan as all requests relating to building development within the Town will go through Town Hall. The fee schedule would be designed in an effort to make this service cost neutral, including addressing additional administrative responsibilities associated with the provision of this service. In order to effectively

implement this activity prior to July 1, some cost will be incurred by the Town in the development of the operating procedures within the current fiscal year.

The Evaluation Committee is further recommending that the Town award the contract for an initial term of one year in order to evaluate the effectiveness of TCS and the Town in providing this service. The contract and appointment will be reviewed by Town Council for consideration of reappointment prior to June 30, 2016.

Town Engineer's Recommendation: Recommend approval.

Town Attorney's Recommendation: Recommend approval.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: On-call basis; cost-neutral. Estimated implementation cost for current year, \$2,000.

Account: Professional Services

Proposed/Suggested Motion:

"I move to award a contract for RFP 2014-001, On-Call Building Official Services, to Total Construction Solutions (TCS) for an initial term of one-year, effective July 1, 2015. Further, I move to appoint Joseph Barbeau of TCS as the Town's Building Official for a one year term effective July 1, 2015."

OR

Other action Council deems appropriate.

Attachments: (2) RFP 2014-001, On-Call Building Official Services
Total Construction Solutions (TCS) Proposal



REQUEST FOR PROPOSAL

ISSUE DATE: November 24, 2014

RFP # 2014-001

TITLE: On-Call Building Official Services

Sealed Proposals will be received until **January 15, 2015 at 3:00 PM** for furnishing the products and/or services described herein. Facsimile and/or electronic proposals will **not** be accepted.

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

Bruce A. Reese, PE, LS

Phone: (540) 373-8350

Fax: (540) 369-4499

E-Mail: bruce@legacy-eng.com

PROPOSALS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/CONTAINER AND CLEARLY MARKED WITH "PROPOSAL #2014-001" & DELIVERED TO:

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

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

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

Name and Address of Firm:

Signature In Ink

Print/Type

1.0 **PURPOSE:** The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals to establish contracts with qualified Offerors to provide Building Inspection and Plan Review services on an “on-call” basis for the Town of Occoquan, (herein after referred to as “Town”) in accordance with the Scope of Services and Terms and Conditions identified herein.

2.0 **COMPETITION INTENDED:** It is Town’s intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the Town Engineer, in writing, if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town Engineer by 12:00 PM on December 15, 2014.

3.0 **BACKGROUND:** the Town is centrally located between Richmond and Washington D.C. along the Occoquan River near Interstate 95. Occasionally the Town has need of professional building official services to complete various architectural plan review (both new construction and tenant fit-up), building inspections, and general consulting services for the Town Manager, Town Engineer, Town Attorney, and Town Council.

4.0 **PERIOD OF PERFORMANCE/DELIVERABLES:** Any contract(s) resulting from this solicitation shall be for the period of one year with four (4) additional one-year renewal options. Offerors submitting proposals for less than the contract period specified will not be accepted. Any contract price adjustments shall be negotiated between the Town and the awarded vendor, and finalized in writing, prior to any renewal period.

5.1 **SCOPE OF SERVICES:** This requirement establishes the minimum scope of services necessary for selected firm(s) to provide “on-call” professional review and inspection services of various building construction projects within the Town limits. Services to be provided are as follows:

1. Building Plan review for compliance to appropriate building codes
2. Inspections of building construction within Town
3. Issuance of appropriate occupancy permits for both commercial and residential structures
4. Consult with Town Engineer, Town Zoning Administrator, Town Attorney, and Town Manager on building code matters

5.2 All work performed under the resultant contract(s) shall be done under the supervision of Certified Building Official in accordance with the Virginia Department of Housing and Community Development (DHCD), Virginia Certification Standards (VCS), enforcing the Virginia Uniform Statewide Building Code (USBC), Statewide Fire Prevention Code (SFPC), and Amusement Device regulations (VADR). If the successful Offeror is a corporation, the corporation must be registered to do business in the Commonwealth of Virginia. The Firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract.

5.3 The general function of the Building Official is to administer the provisions of the Virginia Uniform Statewide Building Code, Property Maintenance Code, and associated laws of the Commonwealth and the Town, including, but not necessarily limited to building and plan review, construction inspections, property maintenance inspections, and site inspections in the Town.

6.1 **PROPOSAL PREPARATION AND SUBMISSION**

REQUIREMENTS General Requirements

6.2 RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP which specifically addresses those items listed in the Scope of Services or the area(s) of expertise proposed to be provided. One (1) original, three (3) copies and one (1) electronic media version (DVD, flash drive etc.) of each proposal shall be submitted to the Town as indicated on the cover sheet. **No other distribution of the proposal shall be made by the Offeror.**

6.3 Proposal Preparation: Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the Offeror's capabilities to provide the required services.

6.3.1 Proposals shall be submitted on 8 ½ x 11" paper and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.

6.3.2 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

6.3.3 Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6.3.4 Ownership of all data, materials and documentation originated and prepared for the Town pursuant to this RFP shall belong exclusively to the Town and be subject to inspection in accordance with the Virginia Freedom of Information Act. However, the Offeror may invoke the protection of Section 2.2-4342 of the Virginia Public Procurement Act prior to, or upon submission of, the data or other materials it wishes to be protected and state the reasons why protection is necessary. **(Complete Form on Page 6)**

6.4 **Submittal Requirements:**

The Town will not accept unsealed, facsimile and/or electronic proposals.

All information requested must be submitted. Failure to submit all information requested may result in the Town Engineer requiring prompt submission of missing information and/or giving a lower evaluation of the proposal or may result in the rejection of the proposal.

6.4.1 The return of the Request for Proposal cover sheet signed and filled out as required by a representative of the Offeror authorized to bind the firm into a contract.

6.4.2 All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Town of Occoquan website – www.occoquanva.gov.

Offerors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.

6.4.3 Provide a Cover Letter/Executive Summary providing a brief company description and history.

6.4.4 Description of Services to Be Provided and Project Approach: Describe the firm's understanding of the Scope of Services or the area(s) of expertise proposed to be provided and how the firm proposes to manage anticipated contract(s), depth and variety of staff disciplines available, and familiarity with Federal, State and Local codes, laws and regulations governing the work.

6.4.5 Qualifications of the Firm and Project Team: Describe the qualifications and experience of the firm. If subcontractors and special consultants will be used, they should be identified and their qualifications included in the proposal response.

6.4.6 Provide a listing of the firm's last five (5) projects that contain work similar, or related, to that called for in the Scope of Services. The project/jurisdiction name, brief project description, location of the office responsible for the project, number of plans reviewed, type of plans reviewed, inspections performed, average time to complete plan reviews, longest time to complete plan review, time to respond to inspection request, and any other information deemed appropriate to an analysis of the firm's proposal by the Town. .

6.4.7 List professional staff to be assigned to the contract including resumes of key personnel and subcontractors. Describe the qualifications and experience of the proposed project team members.

6.4.8 Response Capability: Give an overview of current workload identifying specific projects, priority to be assigned to the Town projects and staffing available relative to the firm’s ability to respond to the request for services. As an example, “Our firm can accomplish requested inspections within 24 hours, ___% of the time, with those not accomplished with 24 hours to be completed within ___ hours of the request.”

6.4.9 Additional Data: This section should include any additional information the offeror believes to be essential to a thorough evaluation of its proposal.

6.4.10 References: The Offeror shall include a minimum of three (3) references where similar work was performed. Include the dates when work was provided, the business name, address, and name and telephone number of the contract administrator. The Town shall have the option of checking discovered references in addition to references provided by the Offeror. The Town must be able to contact references without notification to the Offeror.

6.4.11 Cost Estimates: **Cost estimates shall not be included in the proposal submittal.** Offeror’s selected for an interview will be requested by the Town to submit cost estimates.

7.0 **TIME FRAME/SCHEDULE OF EVENTS**

Solicitation Issue Date:	November 24, 2014
Questions Due:	December 15, 2014 – 12:00 PM
Proposals Due:	January 15, 2015 – 3:00 PM
Interviews/Oral Presentations	February 2015
Anticipated Contract Award:	March 2015

8.0 **EVALUATION AND AWARD CRITERIA:** **Evaluation Criteria:** Proposals will be evaluated by a Town committee using the following criteria as related to the Scope of Services:

Evaluation Criteria	Assigned Weight
1. Experience/Qualifications/Ability to Perform	35%
2. Past performance, scheduling performance, and general overall responsiveness in reviewing, approving, and inspecting a diverse mix of building plans and construction sites	30%
3. References	15%
4. Interview	20%

The Offerors who appear most capable of providing the services requested that can best satisfy Town’s needs, based on the scoring rubric described above (1) through (3), will be selected as finalists for further evaluation. There is no specified number of finalists that may be selected. Upon the completion of interviews/oral presentations by selected finalists, the evaluation committee will score proposals on the previously assigned scores for criteria (1) – (3) and an initial scoring of (4).

9.0 **Award of Contract** (Procurement of professional services): the Town shall engage in individual discussions with one or more offerors deemed fully qualified, responsible and suitable on the basis of the evaluation criteria. Repetitive informal interviews shall be permissible. At the discussion stage, the Town may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. At the conclusion of discussion, on the basis of evaluation factors stated above and all information developed in the selection process to this point, the Town shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Town determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Town may award contracts to more than one offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. The Town will not sign any Offeror contract.

The Town may cancel the RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia).



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
 Agenda Communication

8. Regular Business	Meeting Date: June 2, 2015
8 C: Request to Award Landscaping Contract, RFP 2015-001	

Explanation and Summary:

On April 16, 2015, the Town issued RFP 2015-001 to seek proposals for landscaping maintenance services within the Town of Occoquan. The RFP closed on May 11, and the Town received two proposals.

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

The Town Manager met with both bidders to discuss the proposals and associated costs. As a result, the following changes were made and communicated to both bidders:

1. Include River Road maintenance (town-owned property)
2. Include full-year of mowing at River Mill Park
3. Remove maintenance of Visitor's Center (Prince William County contracted)

Bidder	Monthly Cost	Annual Cost
E.R. Stone Company	\$1,365	\$16,380
Virginia Lawn Service	\$1,063.75	\$12,765

Virginia Lawn Services is the lowest and responsible bidder. The Fiscal Year 2016 budget includes \$14,000 allocated for landscaping services. Virginia Lawn Services' proposal comes in under budget.

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$14,000 (FY 2016 Budget)

Account Number: Contracts - Landscaping

Proposed/Suggested Motion:

"I move to award a contract for RFP 2015-001, Landscaping Maintenance Services to Virginia Lawn Service in the amount of \$12,765, for a one year term effective July 1, 2015 through June 30, 2016, and may be renewed annually for up to three years."

OR

Other action Council deems appropriate.

Attachments: (2) RFP 2015-001, Landscaping Maintenance Services
Virginia Lawn Service Proposal



REQUEST FOR PROPOSAL

Town of Occoquan, VA

ISSUE DATE: April 16, 2015

RFP # 2015-001

TITLE: Landscaping Maintenance Services

MAY 11 2015

Received

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

Responses are due at the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 3:00 p.m. on Friday, May 8, 2015. Proposals by telephone, electronic mail or facsimile will not be accepted.

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

Kirstyn Barr Jovanovich
Town Manager, Town of Occoquan
PO Box 195, Occoquan, VA 22125
(703) 491-1918, Ext. 2
kjovanovich@occoquanva.gov

PROPOSALS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/ CONTAINER AND CLEARLY MARKED WITH "PROPOSAL #2015-001" & DELIVERED TO:

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

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

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

Name and Address of Firm:

Virginia Lawn Service, Inc.
1051-A Cannons Ct, Woodbridge, VA 22191

Signature In Ink:

Kenton E. Sovine, Pres

KENTON E. SOVINE, PRES.
Print/Type

Town of Occoquan
RFP 2015-001, Landscape Maintenance Services

Page 1



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

REQUEST FOR PROPOSAL
 This is not a contract.
 Submit quotation on this form.

RFP FORM – PRICING PAGE

Date: MAY 11, 2015	Subject: Landscape Maintenance	Bid Due Date: May 8, 2015, 3:00 p.m.	RFP NO. 2015-001
Bidder Information (Name, Address, Phone, Fax, Email) VIRGINIA LAWN SERVICE, INC. 1051-A CANNONS COURT Woodbridge VA 22191		(703) 494-4877 Fx (703) 832-5920	Delivery within 30 Days Terms 3 % 10 No. of Days Or - NET 30 Days
Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items. Subject to terms and conditions on ATTACHED SHEETS.			
Item and Description	Monthly Price	Annual Price	
Location #1 Town Hall, 314 Mill Street Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers	<u>\$ 141.67</u>	<u>\$ 1,700.00</u>	
Location #2 Mamie Davis Park, 205 Mill Street Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers	<u>\$ 183.33</u>	<u>\$ 2,200.00</u>	
Location #3 Maintenance Facility, 124 Commerce Street Pruning, weeding, flower bed, mulching, mowing	<u>\$ 77.92</u>	<u>\$ 935.00</u>	
Location #4 Cooper's Alley (Between Madigan's Restaurant and Riverwalk Shops) Flower bed, shrubbery, mulching, weeding, pruning	<u>\$ 31.25</u>	<u>\$ 375.00</u>	
Location #5 Storage Building (Near BB&T ATM) Cut back shrubbery, weeding	<u>\$ 31.25</u>	<u>\$ 375.00</u>	
Location #6 Visitor's Center, 200 Mill Street Garden bed, mulching, weeding, pruning, plant annual flowers	<u>N/A</u>	<u>N/A</u>	

Location #7 Mill House Museum, 458 Mill Street Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area at entry to foot bridge, plant annual flowers	<u>\$70.83</u>	<u>\$850.00</u>
Location #8 Entry Garden, Corner of Commerce and Washington Streets Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers	<u>\$87.50</u>	<u>\$1,050.00</u>
Location #9 River Mill Park (coming Spring of 2016), 460 Mill Street Mowing, tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers	\$127.50 <u>\$56.65</u>	\$1,530 \$680.00 + \$50 K
Location #10 Post Office, 202 Mill Street Cut back weeds in rock area only	<u>\$20.83</u>	<u>\$250.00</u>
Location #11 Street Rights-of-Ways (Historic District) Plant and care for grass and trees located within medians within the historic district Remove weeds from all brick sidewalks located within the historic district Prune trees located within town's right-of-ways	<u>\$125.00</u>	<u>\$1,500.00</u>
Location #12 Mill Street Cul-de-Sac Right-of-Way Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers	<u>\$54.15</u>	<u>\$650.00</u>
Location #13 Commerce Street/Route 123 (Entry Sign) Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street.	<u>\$75.00</u>	<u>\$900.00</u>
LOCATION #14 - RWT RD - MOW	<u>\$37.50</u>	<u>\$450.00</u>
TOTAL ALL LOCATIONS	<u>\$11,915</u>	<u>\$11,915</u>
Exceptions to Specifications <u>SEE CLARIFICATION ATTACHMENT</u>	\$92,000 <u>\$12,765</u> <u>\$1,063.75</u>	\$12,765 + \$50 K 5/12/15
BPOL License No. <u>14L23330</u>		
Bidder Guarantees product or services offered will meet or exceed specifications identified in this Request for Proposal, subject to all conditions stated herein and on the attached sheets. By <u>Kenton E. [Signature]</u> Date <u>5/11/15</u> Title <u>PRESIDENT</u>		

RFP-2015-001-Landscape Maintenance Services – Town of Occoquan

2015-2016 Season Clarifications:

Mowing and weed eating – For all the locations requiring mowing we plan to visit 18 times for the contracted period (except River Mill Park which we will start Mowing in March 2106 for 8 visits in 2016). The requirement of visiting at least once per month will not provide a well-kept look for the town. Virginia Lawn Service, Inc. may visit 2 or if needed 3 times a month during growing season.

Location # 6 – Visitors Center is maintained by the County and not the Towns responsibility.

River Road – Location# 14 (new) – Mow and trim grassy area at end of River road on the same cycle of mowing as other locations. This location was inadvertently left off proposal.

Flowers – Where flowers are requested to be planted, VLS will plant twenty four (24) 6 inch pot annuals.

Weeding beds – VLS will visit on an average of 2 times a month to weed beds and control weed in brick sidewalks.

Trash will be picked-up as each visit occurs, regardless what that visit entails.

River Mill Park – Pricing is only for mowing at this time – cost for other services will provided in Spring when installed or appropriate.

Kirstyn Jovanovich

From: Kent Sovine <sovine.kent@gmail.com>
Sent: Wednesday, May 27, 2015 2:40 PM
To: Kirstyn Jovanovich
Subject: Re: New Cost

Correct

On May 27, 2015 2:33 PM, "Kirstyn Jovanovich" <kjovanovich@occoquanva.gov> wrote:

Kent,

I just want to verify that with the increase in the number of mows required for River Mill Park (+\$850), the total proposed contract cost is \$12,765 or \$1,063.75 per month for landscaping services within the Town of Occoquan, RFP 2015-001. Please advise.

Thank you,

Kirstyn

Kirstyn Barr Jovanovich

Town Manager

Town of Occoquan

314 Mill Street

PO Box 195

Occoquan, VA 22125

(703) 491-1918 Ext. 2

kjovanovich@OccoquanVA.gov

www.OccoquanVA.gov



REQUEST FOR PROPOSAL

ISSUE DATE: April 16, 2015

RFP # 2015-001

TITLE: Landscaping Maintenance Services

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

Responses are due at the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 3:00 p.m. on Friday, May 8, 2015. Proposals by telephone, electronic mail or facsimile will not be accepted.

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

Kirstyn Barr Jovanovich
Town Manager, Town of Occoquan
PO Box 195, Occoquan, VA 22125
(703) 491-1918, Ext. 2
kjovanovich@occoquanva.gov

PROPOSALS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/ CONTAINER AND CLEARLY MARKED WITH “PROPOSAL #2015-001” & DELIVERED TO:

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

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

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

Name and Address of Firm:

Signature In Ink:

Print/Type

TABLE OF CONTENTS

I. Purpose.....Page 3

II. Contract Term.....Page 3

III. Pre-Bid Meeting/Tour.....Page 3

IV. Scope of Work.....Page 3

V. General Contract Terms and Conditions.....Page 5

VI. Attachments.....Page 8

 a. Trade Secrets/Proprietary Information Identification Form.....Page 8

 b. Pricing Page.....Page 9

 c. Landscape Maintenance Location Map..... Page 11

 d. Contract..... Page 21

- I. **PURPOSE:** The Town of Occoquan is seeking price quotes from a qualified vendor to furnish all labor, equipment, and materials to provide annual landscape maintenance services within the Town's main business district.
- II. **CONTRACT TERM:** The Town will enter into a one (1) year contract with the selected vendor to provide the services listed below. The contract will commence on July 1, 2015 and terminate on June 30, 2016. The contract may be renewed annually, for up to three years, if agreed upon by both parties.
- III. **PRE-BID MEETING/TOUR:** Prospective vendors should familiarize themselves with the locations prior to submitting quotes and confirm any discrepancies with the Town's representative. Vendors are invited to tour the project areas with the Town Manager and Maintenance Supervisor on Wednesday, April 29, or Thursday, April 30, 2015. Please contact Kirstyn Jovanovich at kjovanovich@occoquanva.gov or (703) 491-1918 Ext. 2 if you would like to arrange to visit the sites.
- IV. **SCOPE OF WORK:** The scope of work includes furnishing all labor, equipment and materials necessary to provide a comprehensive landscape maintenance program for all associated trees, brush and ground cover located on public property including right-of-ways, public buildings, parks and public gardens, mainly located within the Town's historic district.

1. **LOCATIONS**

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

- Location #9 River Mill Park (coming Spring of 2016), 460 Mill Street
Mowing, tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers
- Location #10 Post Office, 202 Mill Street
Cut back weeds in rock area only
- Location #11 Street Rights-of-Ways (Historic District)
Plant and care for grass and trees located within medians within the historic district
Remove weeds from all brick sidewalks located within the historic district
Prune trees located within town's right-of-ways
- Location #12 Mill Street Cul-de-Sac Right-of-Way
Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers
- Location #13 Commerce Street/Route 123 (Entry Sign)
Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street.

2. **FREQUENCY:** All areas should be serviced at least once per month and the vendor shall perform the listed services. Services are to be provided 10 months per year; regular monthly maintenance shall be performed March through December. No regularly scheduled visits are required in January or February, but the vendor should be prepared to respond to specific requests from the Town in the event of damage to plants or other circumstances.
3. **MULCHING:** All individual trees, shrub and garden beds shall be mulched with premium quality shredded hardwood bark mulch. Bulk or bagged product is acceptable. Mulch shall be spread to a depth of 2-3 inches. Plantings shall be mulched a minimum of twice per year, with regular touch-ups as needed.
4. **WEEDING:** All beds, tree rings and sidewalks shall be kept substantially free of weeds at all times using manual and chemical control practices. At least 80% of the surface area of all mulched areas shall be weed free at all times.
5. **PRUNING:** Plants shall be pruned for structural stability, form and safety as needed. Prior to commencement of any maintenance activities, the vendor shall confer with the Town's Maintenance Supervisor to confirm a pruning plan for each of species of trees, grasses and shrubs. This plan shall be followed throughout the duration of the contract.
6. **REMOVAL AND REPLACEMENT:** The vendor shall be responsible for removing and disposing of plant materials that have been determined by the Maintenance Supervisor as deficient or dead. The plants shall be removed and a price quote for replacement shall be provided to the Town. Replacement shall be at the sole discretion of the Town and a reimbursement request for the new plantings shall be included in the monthly invoice.
7. **TRASH REMOVAL:** The vendor shall, during the course of their regular monthly, or otherwise scheduled visit, remove and dispose of all trash pieces greater than two square inches in size that may be found within the planting beds and park areas.
8. **BILLING:** Invoices for all work performed shall be submitted monthly to the Town Manager. Invoices should include a detailed description of all work performed.

V. GENERAL CONTRACT TERMS AND CONDITIONS

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

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

- a. The return of the Request for Proposal cover sheet signed and filled out as required by a representative of the Vendor authorized to bind the firm into a contract.
 - b. All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Town of Occoquan website - www.occoquanva.gov. Vendors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.
 - c. Include pricing page.
 - d. Include any additional information the vendor believes to be essential to a thorough evaluation of its proposal.
 - e. Include a minimum of three (3) references where similar work was performed. Include the dates when work was provided, the business name, address, and name and telephone number of the contract administrator. The Town shall have the option of checking discovered references in addition to references provided by the Vendor. The Town must be able to contact references without notification to the Vendor.
2. **LATE BIDS:** Bids received after the submission deadline will be returned, unopened, provided a return address is visible.
 3. **ACCEPTANCE OR REJECTION OF BIDS:** The Town reserves the right to accept or reject any or all bids in whole or in part and to waive minor informalities in the process of awarding this contract.
 4. **COMPETITION INTENDED:** It is the Town's intent that the Request for Proposal permit competition. It shall be the offerors responsibility to advise the town Manager in writing of any language, requirements, specifications, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.
 5. **INQUIRIES COMMENTS CONCERNING SPECIFICATIONS:** Questions or comments concerning the specifications, contained herein must be received by the Town manager at least five (5) days prior to Bid Due Date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be sent to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.
 6. **COSTS INCURRED IN RESPONDING:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
 7. **DISPOSITION OF BIDS:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each bid shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Town except as

to the disclosure restrictions contained in Section 12. "Disclosure: Trade Secrets and Proprietary Information".

8. **DISCLOSURE-TRADE SECRETES AND PROPRIETARY INFORMATION:** In compliance with the Virginia Public Procurement Act (the "VPPA"), all bids will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.
9. **LAWS AND REGULATIONS:** The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out it full.
10. **LICENSE REQUIREMENT:** All firms doing business for the Town of Occoquan are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Occoquan, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Town Clerk at (703) 491-1918, Ext. 1. The BPOL license number, if applicable, must be indicated on the pricing page of this Invitation for Bid. Bidders submitting price quotes must be fully licensed to do business in Virginia.
11. **NON-ASSIGNMENT OF CONTRACT:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Purchasing Officer, such permission not to be unreasonably withheld.
12. **CONTRACT AWARD:** The resulting contract will be issued to the lowest responsive, responsible bidder offering the lowest total cost of goods or services. Price quotes should be listed for each individual location and broken down to a fixed monthly cost for each. The Town intends to award a contract for all identified locations, but reserves the right to delete any individual location prior to contract award.
13. **INSURANCE REQUIREMENT:** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally, the contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

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

Insurance Requirements:

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

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

Property Damage:
 Automobile: \$2,000,000 each accident

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

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

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

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



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

REQUEST FOR PROPOSAL
This is not a contract.
Submit quotation on this form.

RFP FORM - PRICING PAGE

Date:	Subject: Landscape Maintenance	Bid Due Date: May 8, 2015, 3:00 p.m.	RFP NO. 2015-001
Bidder Information (Name, Address, Phone, Fax, Email)			Delivery within ___ Days Terms ___% ___ No. of Days Or ___ NET 30 Days
Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items. Subject to terms and conditions on ATTACHED SHEETS.			
Item and Description		Monthly Price	Annual Price
Location #1 Town Hall, 314 Mill Street Flower bed, mowing, trees and shrubbery, litter removal, brick sidewalks (weed removal), mulching, plant annual flowers		_____	_____
Location #2 Mamie Davis Park, 205 Mill Street Flower bed, trees and shrubbery, litter removal, mowing, brick sidewalks (weed removal) mulching, plant annual flowers		_____	_____
Location #3 Maintenance Facility, 124 Commerce Street Pruning, weeding, flower bed, mulching, mowing		_____	_____
Location #4 Cooper's Alley (Between Madigan's Restaurant and Riverwalk Shops) Flower bed, shrubbery, mulching, weeding, pruning		_____	_____
Location #5 Storage Building (Near BB&T ATM) Cut back shrubbery, weeding		_____	_____
Location #6 Visitor's Center, 200 Mill Street Garden bed, mulching, weeding, pruning, plant annual flowers		_____	_____

Location #7 Mill House Museum, 458 Mill Street Garden bed, mulching, weeding, pruning; weed and mulch around historic signs leading to footbridge; mulch and weed area at entry to foot bridge, plant annual flowers		
Location #8 Entry Garden, Corner of Commerce and Washington Streets Applies to garden bed extending from Maintenance Facility to around on Washington Street; Garden bed, mulching, weeding, pruning, plant annual flowers		
Location #9 River Mill Park (coming Spring of 2016), 460 Mill Street Mowing, tree and shrubbery maintenance, brick sidewalks (weed removal), mulching, plant annual flowers		
Location #10 Post Office, 202 Mill Street Cut back weeds in rock area only		
Location #11 Street Rights-of-Ways (Historic District) Plant and care for grass and trees located within medians within the historic district Remove weeds from all brick sidewalks located within the historic district Prune trees located within town's right-of-ways		
Location #12 Mill Street Cul-de-Sac Right-of-Way Weed, mulch, mow portion of right-of-way with Town map, plant annual flowers		
Location #13 Commerce Street/Route 123 (Entry Sign) Mow, prune entry sign area on the corner of Commerce Street and Route 123 and cut back weeds from guardrail on Commerce Street from 123 to Washington Street.		
TOTAL ALL LOCATIONS		
Exceptions to Specifications _____ _____ _____		
BPOL License No. _____		
Bidder Guarantees product or services offered will meet or exceed specifications identified in this Request for Proposal, subject to all conditions stated herein and on the attached sheets. By _____ Date _____ Title _____		

Map - ALL LOCATIONS

Town of Occoquan



Location #1

Town Hall - 314 Mill Street



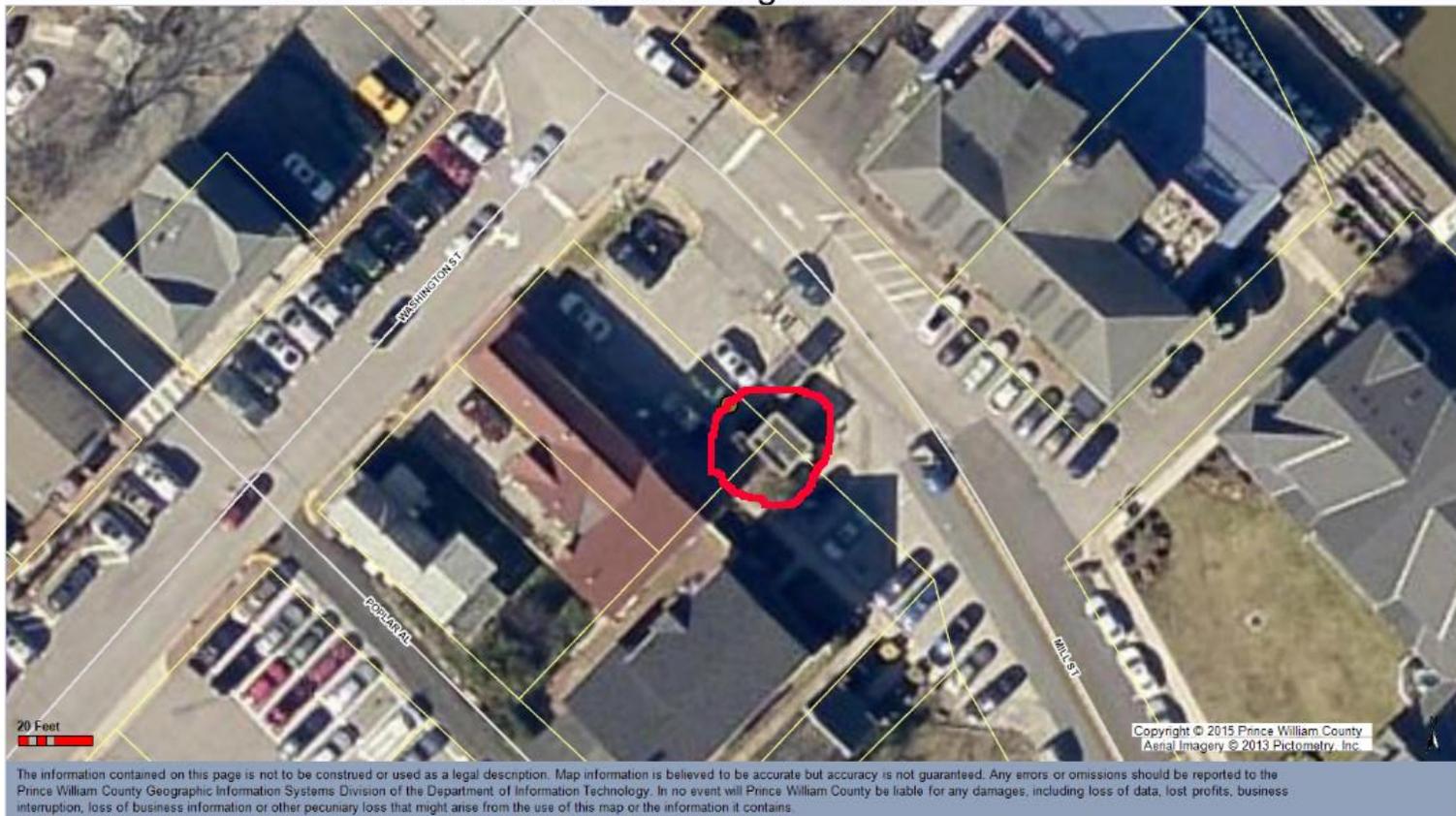
Mamie Davis Park and Coopers Alley - 205 Mill Street



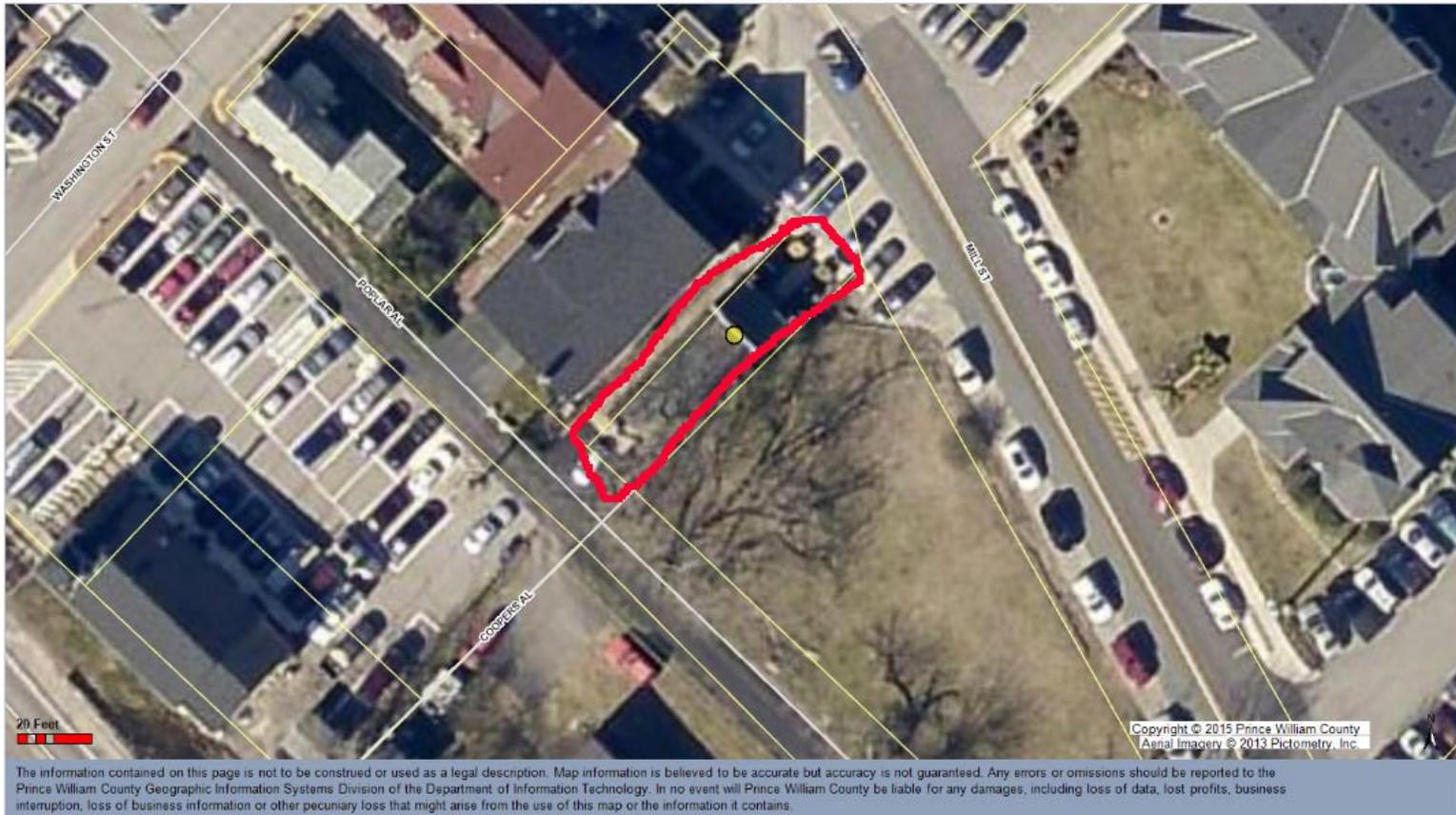
Annex and Welcome Sign - 124 Commerce Street



ATM - In Front of 203 Washington Street



Visitors Center - 200 Mill Street

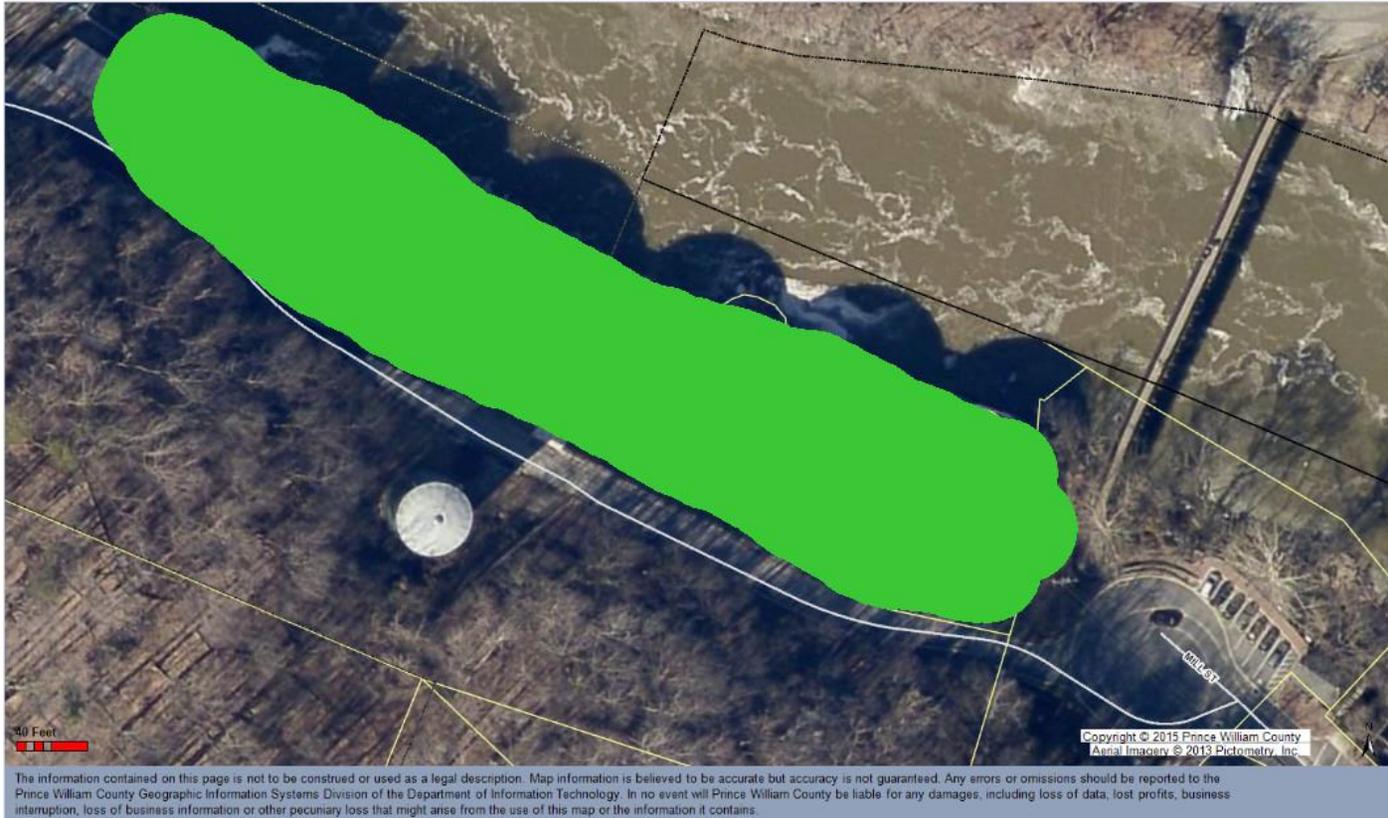


Mill House Museum - 458 Mill Street



Location #9
To be open Spring 2016.

River Mill Park - 460 Mill Street



Location # 10

Post Office - Rocks - 202 Mill Street



Entry Sign - Commerce and Rt. 123



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

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

SOLICITATION TITLE: Landscaping Maintenance Services

SOLICITATION NUMBER: RFP # 2015-001

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 the Town Manager.

II. FORMATION

A. Conditions Precedent to Formation:

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

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

B. Parties

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

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

C. Authority to Execute

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

D. Incorporation of Documents

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

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

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

E. Effective Date

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

III. PERFORMANCE

A. Scope of Work

As set forth in RFP for Landscaping Maintenance Services, RFP # 2015-001.

B. Notice to Proceed

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

C. Contacts

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

D. Acceptance of Work

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

E. Warranty

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

F. Invoices

1. 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 _____, 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

CONTRACTOR

By:

Mayor

Contractor's Representative

Print Name and Title

ATTEST:

ATTEST:

Clerk

Its:

Date

Date



TOWN OF OCCOQUAN
TOWN COUNCIL MEETING
Agenda Communication

8. Regular Business	Meeting Date: June 2, 2015
8 D: Request to Purchase Work Order System	

Explanation and Summary:

With the addition of the building official function, the Town Manager and Town Clerk will be responsible for managing all zoning, engineering and building official services within the Town of Occoquan. In an effort to streamline this service and create a more efficient process, staff is requesting to purchase a work order system called MaintenanceEdge. This program will also be utilized to track other administrative functions and maintenance requests.

A memorandum detailing the system's function and applicability is attached to this agenda item.

First Year Cost: \$2,540

FY 2017 Cost: \$1,880

Town Manager's Recommendation: Recommend approval.

Cost and Financing: \$2,540

Account Number: FY 2015 - General Fund

Proposed/Suggested Motion:

"I move to appropriate \$2,540 from FY 2015 General Fund for the purchase of Facility Dude MaintenanceEdge work management system."

OR

Other action Council deems appropriate.

Attachments: (1) May 29, 2015 Memorandum, RE: MaintenanceEdge



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

MEMORANDUM

TO: The Honorable Town Council

FROM: Kirstyn Jovanovich, Town Manager *KJ*

DATE: May 29, 2015

SUBJECT: Work Order System, MaintenanceEdge

In preparation of returning the Town's building official function in-house, staff identified a need for a work order system that would streamline and connect the Town's building official, engineering and zoning services in an effort to increase customer service and staff efficiencies. The Town's new building official has been providing building official services to the Town of Haymarket for the last several years. As a result, Town staff reached out to Haymarket to identify what tools they were using to coordinate Town staff with their contracted services and found they were utilizing a program called MaintenanceEdge, by Facility Dude. In addition to the Town of Haymarket the Towns of Abingdon and Cape Charles, and the City of Manassas also utilize the Facility Dude solution.

MaintenanceEdge is a work management system that can be utilized to streamline the work order process, including request generation, completion status tracking and reporting. MaintenanceEdge includes both the work order and planned maintenance modules; however, Facility Dude offers a suite of products that can be added in the future should it be needed, including Facility Schedule (scheduler for facility rentals), UtilityTrac (track energy consumption and costs), Mobile311 and ConnectGIS (track work requests and create a customer portal for requests) and CrisisPlan (focuses on employee and operations safety.) MaintenanceEdge is Facility Dude's backbone solution.

The MaintenanceEdge module has two components, which include the Work Order application and the Planned Maintenance application. After reviewing the program with Haymarket and obtaining a demo from the company, staff developed a list of ways the program can be used by the Town to improve tracking, reporting, accountability and customer service:

- 1. Building Official, Zoning and Engineering**

Currently, Town staff communicates with the Town's contractors through e-mail. This can create document retention and customer service issues as only one-staff member may be able to access the appropriate documents and status based on what e-mail the information is sent through. This system will create a work order for each request (i.e.

deck request) and will notify the applicable individuals that a work order has been generated. The contractors and staff can then enter the system and update the ticket, attach documents, and close the ticket as appropriate. All staff members will have access to the work order and associated documents and may search the system for historical data, using any number of search criteria including by property and type of request.

2. Maintenance Requests

The Town is responsible for maintenance in the historic district and of town-owned property. This system can be utilized to develop work orders for maintenance, as well as report on maintenance activities including cost per project, types of maintenance performed and areas of maintenance. This function will be helpful in determining actual maintenance costs in the development of the annual budget, as well as tracking actual expenditures throughout the year to ensure the Town stays on budget.

The Town leases two of its buildings to outside organizations. Representatives from these organizations will be able to access the MaintenanceEdge portal to submit maintenance requests and view their status. Currently, these requests are received by staff via e-mail or phone and are not tracked.

3. Planned Maintenance

This program also provides a tool to track and schedule planned maintenance. This will be helpful in terms of determining actual costs of building and asset maintenance, identifying projects for the capital improvement plan, and collecting historical data on the age of various assets including roofs, heating and A/C units and boilers, to name a few.

4. Administrative Activities

MaintenanceEdge can also be used on various administrative tasks including ARB, BZA and Planning Commission paperwork and decisions, tax refunds or delinquency tracking, following up with a constituent on an issue or even requesting garbage service from our service provider. Most of these activities are conducted through e-mail, so by including them in a work order system, any staff member can access the activity to determine its status or find out previous activities.

Reporting and Budgeting

A major component of this system is its ability to report on various activities, which will aid staff in responding to Town Council requests for information regarding Town activities and programs. The Town's budget can also be imported into the system in order to track costs throughout the year.

System Security

There is no need to purchase any infrastructure related to this program as it is a web-based application and all of the data will be hosted in Facility Dude's secure data center, which aims to provide its clients with 99.9% system availability and uptime. In addition, Facility Dude maintains data backups, performs backups every hour and stores backup data in a separate secure facility in another state. While Facility Dude maintains and hosts the data, the Town owns the information.

System Cost

The first year cost for this system is \$2,540 and includes unlimited training and support, and unlimited system users for FY 2016. The annual renewal amount for FY 2017, from July 1, 2016 through June 30, 2017, is \$1,880. The first year cost can be covered in current year (FY 2015) Operating or FY 2015 Capital Improvement Funds. Future year costs should be incorporated as part of the General Fund budget.

This program does not meet the needs of a comprehensive document retention system, which will be researched and acquired within FY 2016 as part of the Capital Improvement Plan. However, this is a comprehensive work order system that will track important data relating to existing and planned projects, and provide status and financial reporting for staff and Council reference. The future document retention system will meet needs in accordance with the Virginia Library of Congress.

A major benefit of the MaintenanceEdge system is that our new building official already utilizes this program and is proficient with the program. In addition, the system is customizable to the Town's needs, requires minimal training and can be up and running within a short period of time.

I have attached the proposal, and information sheets on Work Order and Planned Maintenance. To access case studies regarding use of this program, visit <http://facilitydude.com/support/resources>.

Attached (3)

/kj



SIMPLE, AFFORDABLE
ONLINE TOOLS TO MANAGE
YOUR FACILITIES.

FACILITY DUDE®

5/20/2015

Kirstyn Jovanovich
Town Of Occoquan
P.O. Box 195
Occoquan, VA 22125-0195

Dear Kirstyn,

Thank you for your interest in FacilityDude's affordable suite of powerful, easy-to-use online tools that allow you to save money, increase efficiency, and improve services. FacilityDude is dedicated to providing best in class solutions with unlimited training and support. Ask us about our other affordable online solutions that are built exclusively for organizations just like Town Of Occoquan. Pricing is based on your total population.

Total Population: 995

Item	Term	Investment
MaintenanceEdge	First Year: July 1 st , 2015- June 30 th , 2016	\$2,540.00

Total Initial Investment:	\$2,540.00
----------------------------------	-------------------

Annual renewal amount from July 1st, 2016 – June 30th, 2017 is \$1,880

Terms of Service:

- Proposal has been prepared for Town Of Occoquan.
- Proposal is valid for 30 days.
- Initial Term: 12 months
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price. If Town Of Occoquan is tax exempt please email a copy of your Tax Exemption Certificate to accounting@facilitydude.com.
- Please address purchase order to: FacilityDude.com, 11000 Regency Parkway Suite 200, Cary, NC 27518
- Training and startup assistance are available in an online format and through telephone support as indicated on our website.
- Technical Support is available from 8am to 6pm EST. Please call (877)655-3833 for or email support@facilitydude.com for technical support.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- Data Imports, project management, and onsite training are outside of the scope of this proposal and are available at an additional cost.
- FacilityDude.com's Terms of Use are governed by our online terms of use statement available at: <http://facilitydude.com/privacy-terms-of-use/>.

Payment and Delivery Terms:

- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund.
- FacilityDude.com solutions are delivered for the client to access within 24 hours of the order.

At FacilityDude, we are happy to work with your yearly budgeting cycle. If you would prefer a pro-rated annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at (919) 674-8743 or by email at molly.gargan@facilitydude.com

Sincerely,

Molly Gargan
Associate Account Representative
Cell (919) 270-7413
Office (919) 674-8743
molly.gargan@facilitydude.com
Fax 919-827-0693



MaintenanceEdge™: A Smart Investment

MaintenanceEdge is a suite of easy-to-use, web-based solutions which allows local governments to streamline the entire work order process. Using MaintenanceEdge lets the facilities team become more organized, improve communication, efficiently perform their work and easily report on departmental effectiveness. The result is a productive, smoothly-run department that provides a high level of service and successfully manages your facilities.

The Value of Work Order™

Work Order, an application in the MaintenanceEdge suite, simplifies work request submission, tracks labor and purchase transactions, manages maintenance tasks for techs or vendors, and provides access to all your data via built-in performance reports.

By streamlining the work order process with Work Order, a typical maintenance staff can save from 30 minutes to an hour per work order. This translates to major savings for your organization:

Efficiency Savings: <i>(Based on a 150,000 sq. ft. building)</i>		
Costs	Estimated work orders per year	1,000
	MaintenanceEdge average investment	\$2,990 / year
Savings	Time savings: 30 minutes per work order	500 hours / year
	Impact (at \$25 per hour rate)	\$12,500 / year

Your investment is made up within 3 months of use

BENEFITS

- Improve staff efficiency with centralized information
- Create a more collaborative work environment through automatic updates to requestors and managers
- Increase accountability and transparency with management dashboards
- Improve customer service—nothing is overlooked
- Increase productivity with automated work assignments through email or text message

Provide Documentation Through Reporting

Our easy-to-use advanced search and robust reporting capabilities provide documentation as basic or advanced as you need. There are 200 ways to build and run reports in the system with the ability to export to PDF or Microsoft Excel. MaintenanceEdge allows you to save reports and have them emailed to you in the frequency and format you choose.

Some examples are:

- Lifetime asset cost analysis
- In-warranty work on equipment
- Cost analysis by location
- Staff work load
- Labor and costs of projects
- Reactive versus proactive work

Benefits include:

- Provide documentation to better calculate staff and budget needs
- Make more informed decisions with access to thorough records and reports
- Demonstrate the scope of department work with detailed reports
- Find what you need in one step with easily saved searches and reports
- Keep everyone informed with reports that are automatically generated and sent
- Reduce liability with documentation of scheduled and completed planned maintenance

The Value of Planned Maintenance™

Planned Maintenance, an application in the MaintenanceEdge suite, is a preventive maintenance scheduling tool that assists in creating, assigning and managing recurring maintenance tasks more efficiently. Performing regular preventive maintenance can extend the life of your buildings and equipment by as much as 35%, as well as decrease the number of failures of equipment.

Instituting a proper preventive maintenance program can save you 12% to 18% on average over reactive maintenance by ensuring your equipment is running more efficiently. This improvement in efficiency plus the minimization of equipment failures results in dollar savings to the organization.

Below is a breakdown of the savings realized from increasing preventive maintenance from 2% to 20% of your work order percentage:

	Reactive State of Maintenance	Proactive State of Maintenance
<i>Work Orders</i>	1,000 per year	1,000 per year
<i>Average Work Order Price</i>	\$150 for Preventive WO \$300 for Reactive WO	\$150 for Preventive WO \$300 for Reactive WO
Preventive Maintenance %	2%	20%
<i>Preventive Maintenance Work Order Count</i>	20	200
<i>Reactive Maintenance Work Order Count</i>	980	800
<i>Preventive Maintenance Work Order Cost</i>	\$3,000	\$30,000
<i>Reactive Maintenance Work Order Cost</i>	\$294,000	\$240,000
<i>Total Cost of Maintenance</i>	\$297,000	\$270,000
Savings from Increasing Preventive Maintenance	\$27,000 per year	

Increasing your preventive work order percentage from 2% to 20% is a very achievable target. Simply by starting a preventive maintenance program on HVAC and roofing, you can reach this.

BENEFITS

- Save time with recurring maintenance schedules that are automatically generated and assigned
- Reduce costs to repair and replace equipment with preventive maintenance
- Ensure consistent work procedures since new work orders are based off previous ones
- Improve planning with estimates of costs for labor and materials on upcoming preventive maintenance work
- Ensure effective wrench time as the needed tools and parts are specified in the work order

Ask me for
a live demo!



**FACILITY
DUDE**

11000 Regency Parkway, # 200
Cary, North Carolina 27518
info@facilitydude.com
or call: 1-866-455-3833

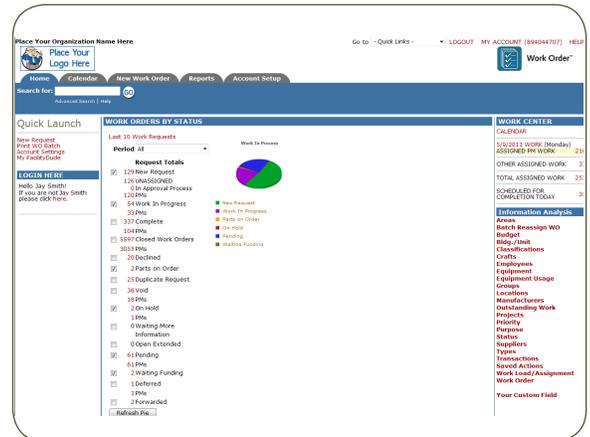
Work Order™

THE INTERNET MAINTENANCE MANAGEMENT SYSTEM (IMMS)

MaintenanceEdge™ is a real-time maintenance management suite including this work order module. Work Order™ is a powerful, on-demand work management tool that streamlines the entire work order process including request generation, completion status tracking and reporting.

FEATURES

- Enables requesters to submit work requests and check the status of requests online
- Automatically notifies requesters via email as work is assigned and completed
- Features enhanced routing with programmable logic for managing and automating approval and assignment of work requests
- Allows technicians to receive and complete work online
- Notifies technicians with new work assignments via email (including email to text pagers and cell phones)
- Enables technicians to record notes, set reminders and email supervisors from a work order
- Associates budget codes, projects, and equipment with work orders
- Tracks all email related to each work order, including system generated notifications
- Includes interactive calendar for resource scheduling – displays corrective, PM and event-related work by all employees or individuals
- Records transactions for labor and purchases
- Features quick search and detailed, advanced search capabilities
- Allows files to be attached to work orders for quick reference
- Enables mobile workers to receive and complete work via a wireless/mobile device through integration with Work Order Wireless
- Manages auto-generated preventive maintenance work orders through integration with Planned Maintenance



The Work Order home page allows you to quickly and easily view the status of all work requests and work orders across your organization.

BENEFITS

- Simple implementation and set up – start in two hours or less
- Access your work order data anytime, anywhere from any computer via the web
- Improves internal efficiency – reduces phone calls and data entry by allowing requesters to enter work requests online
- Automates communication and feedback with requesters for improved customer service
- Streamlines the workflow process, saving time and money
- Backed by the industry's only Legendary Service Program
- Easy to learn – unlimited training and support
- Simple – no software to install, maintain or upgrade
- Easy to use – only requires a web browser
- Innovative – receive software updates instantly
- Affordable – low annual fee for work order service with no licensing limitations
- Reliable – maintained in a 24x7 secure data center, ensuring maximum system uptime

Welcome to our online Request Form

Thank you for using our internet service to submit work requests. This service helps us to promptly attend to your issues and concerns. Please complete this request form.

Indicates required information.

Step 1 Please be yourself, click here if you are not Phillip Craig

Phillip
 Craig
 craigp@dude.com
 819-894-6532
 819-569-5267

Step 2 Location

Conference Room
 2210

Yes, remember my area entries for my next new request entry.

Step 3 Priority:

Step 4 Select Problem Type:

Maintenance Help Desk:

Requesters use one simple web page to instantly submit work requests to you online.

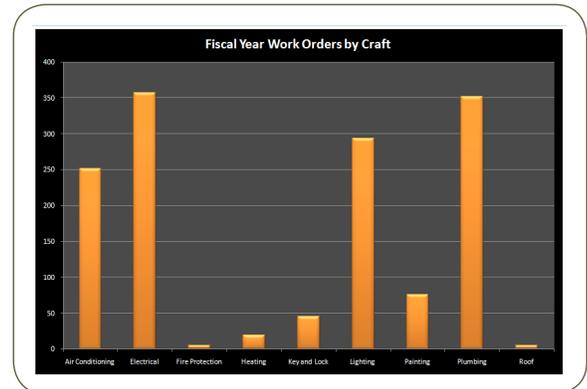


REPORTING OPTIONS

MaintenanceEdge includes many reporting options to give you simple “click and go” reporting capability. This provides quick reports and detailed reporting options wherever you are working within the system, based on the information you are viewing at that time. Report options include graphs (bar charts, pie charts and other options) and tabular reports in HTML or PDF format. Additional reports are available in Microsoft Excel format.

REPORT FEATURES

- Context sensitive reports based on where you are in the system
- Graphs, including bar charts, pie charts, and stacked bar charts
- Reports can be printed in Adobe Acrobat portable document format (PDF) and in Microsoft Excel format



Compare budgets, transactions, costs and more with easy to generate graphs.

AVAILABLE REPORTS

- Budget
- Classifications
- Craft Cost Analysis
- Custom Category
- Employees
- Equipment and Equipment Usage
- Labor and Purchase Transactions
- Locations
- Outstanding Work
- Priority
- Projects
- Purpose
- Status
- Types
- Work Loads / Assignments
- Work Order

Work Order Summary List Place Your Organization Name Here

Selected Date Range for Request Date: 4/1/2011 - 4/30/2011. Order by Request Date, Status, Location.

WOID	Status	Location	Request Date	Target Completion Date	Labor Hours	Total Costs
Priority	Assigned To	Bldg./Unit	Deferred Until	Actual Completion Date		
Craft	Area Number	Area Description	Reason	Created On Last Status Change Date		
Description	Requester Name	Requester Name	WO Age	Action Taken		
5890	Complete	ACME Building	4/7/2011	4/4/2011		\$0.00
Medium	Jason Graves			4/7/2011		
Heating/Ventil						
Monthly - AHU-Inspection-ACME Bldg (Q) - Refer to PM schedule details.						
Philip Craig						
5930	Complete	ACME Building	4/8/2011	4/11/2011		\$0.00
Medium	Jason Graves			4/11/2011		
Heating/Ventil						
AC is not working in the main lobby.						
Philip Craig						
5935	Complete	ACME Building	4/10/2011	4/10/2011		\$0.00
Medium	Jason Graves	East Wing		4/10/2011		
Electrical						
John's Office						
Electrical socket is not working. It's the one under my desk.						
Philip Craig						
5934	Complete	ACME Building	4/12/2011	4/12/2011		\$0.00
Medium	David Green	North Wing		4/12/2011		
Gym Equipment						
JOHN'S OFFICE, R						
TREADMILL ON THE 2ND ROW IS NOT WORKING. I PUT A NOT WORKING SIGN ON IT.						
Philip Craig						
5960	Complete	ACME Building	4/12/2011	4/12/2011		\$0.00
Medium	Mark Mueller			4/12/2011		
Heating/Ventil						
Monthly - HVAC-AHU-ACME BLDG-UNIT 1-7-(M) - Refer to PM schedule details.						
Jay Smith						

Quickly create simple and detailed reports to summarize work order status, costs and more.

COST / BENEFIT ANALYSIS

- Reduce your total cost of ownership by up to 70% compared to a desktop software system
- Typical payback on your investment is less than 2-months, with an average return on investment of more than 2,500%
- Saves the maintenance staff 30-minutes to 1-hour per work order annually by streamlining the workflow process
- Generate 15% or more in productivity gains



11000 Regency Parkway, # 110
 Cary, North Carolina 27518
 info@facilitydude.com
 or call: 1-866-455-3833
 www.facilitydude.com

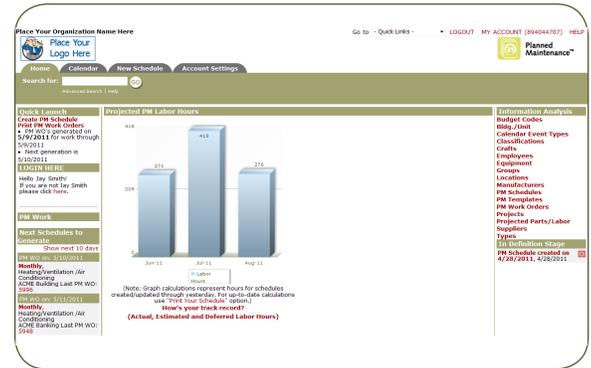
Planned Maintenance™

PREVENTIVE MAINTENANCE SCHEDULING SYSTEM

MaintenanceEdge is a real-time maintenance management suite including this planned maintenance module. Planned Maintenance™ is a powerful, on-demand preventive maintenance scheduling tool that helps you create, assign and manage recurring maintenance tasks efficiently.

FEATURES

- Tracks all scheduled maintenance
- Creates recurring maintenance schedules on a daily, weekly, monthly or annual basis
- Stores templates for quick creation of frequently used schedules
- Provides access to generic schedule templates
- Creates individual schedules or master schedules for groups of similar equipment
- Allows users to define frequency of PM work order generation
- Sends automatic email notification when PM work orders are generated
- Enables PM work orders to be automatically assigned to a technician, project, budget code, and/or craft
- Includes option to allow the generation of new PM work orders when the previous PM work order is not yet complete
- Displays scheduled PM work on an interactive calendar for resource scheduling
- Categorizes equipment using pre-loaded, industry-standard classification schemes (CSI or Uniformat) or create your own
- Tracks equipment information, including manufacturer, model and serial numbers, in and out of service dates, and warranty
- Enables creation of “calendar events” during which PM schedules are not generated
- Displays estimated cost of materials and labor needed for upcoming PM work
- Tracks contact information for manufacturers
- Automatically generates planned maintenance work orders through integration with Work Order



The Planned Maintenance home page allows you to quickly view projected PM labor hours, PM work order status, upcoming PM schedules and more.

BENEFITS

- Includes a step-by-step wizard for quickly creating PM schedules
- Enables access to your PM schedules anytime, anywhere from any computer via the web
- Easily tracks total PM costs by building component system
- Extends the life of your equipment and building assets
- Preserves capital budgets
- Reduces the cost of maintaining facilities and equipment
- Improves building comfort
- Reduced liability with documentation of scheduled and completed maintenance
- Backed by the industry's only Legendary Service Program
- Easy to learn – unlimited training and support
- Simple – no software to install, maintain or upgrade
- Easy to use – only requires a web browser
- Innovative – receive software updates instantly
- Affordable – low annual fee for PM scheduling service with no licensing limitations
- Reliable – maintained in a 24x7 secure data center, ensuring maximum system uptime



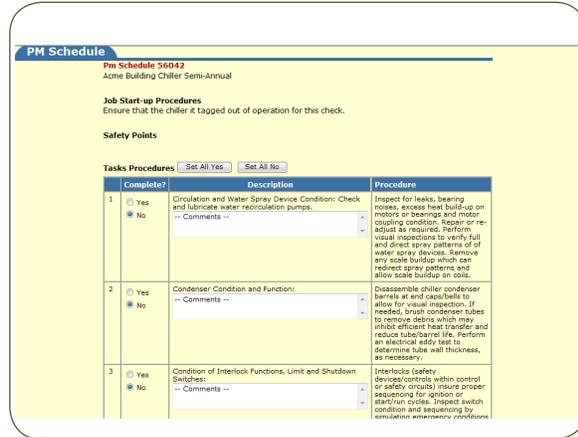
Planned Maintenance allows you to easily view upcoming PM schedules by day and month through an interactive calendar for resource scheduling.



OPTIONAL PM SETUP SERVICES

PM Start-Up Services are designed to help quickly establish effective planned maintenance programs, despite the challenge of limited resources. This program provides you with customized PM templates written specifically for your building systems. The templates are setup in the MaintenanceEdge PM application for you as part of the PM Start-Up Service*. Your PM work orders will be automatically generated in the MaintenanceEdge Work Order application.

- Greatly simplifies the planned maintenance data collection process
- Automatically integrates PM work into your normal work order process
- Helps you overcome PM barriers, such as limited manpower/resources, training, and program implementation
- Resolves backlog of PM work, providing more time and resources to allocate elsewhere
- Provides increased comfort for building occupants
- Improves the workplace environment
- Designed specifically for implementing PM programs



PM work orders are automatically generated for your customized PM schedules, including the details for each schedule.

Place Your Organization Name Here

Estimate vs. Actual Analysis Report

Selected Date Range for Request Date: 7/1/2010 - 6/30/2011

Employee	# WO's	Hours			Costs		
		Estimated	Actual	+/- Est. %	Estimated	Actual (Inc. Tax)	+/- Est. %
ACME Contractors	5	.25	1.50	500%	\$0.00	\$200.60	
Building Contractor	4	4.00	.00		\$160.34	\$0.00	
Joe Heaps	397	861.75	457.75	-46.88%	\$22,918.67	\$18,041.24	-21.28%
Controls Johnson	5	.50	.00		\$0.00	\$25.00	
John Wilson	1	.00	.00		\$0.00	\$0.00	
John Bank	1	.00	.00		\$0.00	\$0.00	
Mark Mueller	179	71.75	175.25	144.25%	\$803.80	\$10,963.02	1,263.90%
Jason Graves	549	437.00	590.23	35.06%	\$21,156.22	\$47,078.06	122.53%
Jeff Johnson	28	10.00	3.00	-70%	\$210.34	\$98.50	-53.17%
Bennett Jones	3	2.50	.00		\$160.34	\$3.68	-97.70%
Sammy Stone	3	3.50	2.00	-42.86%	\$212.12	\$30.00	-85.86%
Paul Bart	1	.00	.00		\$0.00	\$0.00	
Grand Totals:	1,176	1,391.25	1,229.73	-11.61%	\$45,621.83	\$76,440.10	67.55%

*PM Start Up Services are optional and require ownership of the MaintenanceEdge application suite.

COST / BENEFIT ANALYSIS

- Utilizing Planned Maintenance can extend the life of your equipment by as much as 35%
- Reduce energy consumption of mechanical systems 10-15% with a PM program and save significantly on total utility costs
- Planned Maintenance can help you achieve annual maintenance and capital budget savings
- Control long term costs and protect budgets while improving tenant satisfaction



11000 Regency Parkway, # 110
Cary, North Carolina 27518
info@facilitydude.com
or call: 1-866-455-3833

www.facilitydude.com

June 2, 2015 Town Council Meeting Page 83