



**TOWN OF OCCOQUAN**  
Circa 1734 • Chartered 1804 • Incorporated 1874

314 Mill Street  
PO BOX 195  
Occoquan, VA 22125  
(703) 491-1918  
[www.OccoquanVA.gov](http://www.OccoquanVA.gov)  
[info@occoquanva.gov](mailto:info@occoquanva.gov)

---

**Occoquan Town Council**  
**Regular Meeting**  
**September 6, 2016 | 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. **Closed Session**
5. **Approval of Minutes**
  - a. August 2, 2016
6. **Councilmember Reports**
7. **Mayor's Report**
8. **Staff Reports**
  - a. Town Attorney
  - b. Town Engineer
  - c. Building Official
  - d. Town Manager
  - e. Chief of Police
  - f. Boards and Commissions
9. **Regular Business**
  - a. Proclamation for Blood Cancer Awareness Month
  - b. Request to Award Contract for FY 2016 Financial Audit
  - c. Request to Award Contract for Snow Removal Services
  - d. Request to Approve After the Fact Emergency Repairs of Town Hall Toilet
10. **Adjournment**

**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](http://www.occoquanva.gov).*



**OCCOQUAN TOWN COUNCIL**  
**Regular Meeting Minutes DRAFT**  
**Town Hall - 314 Mill Street, Occoquan, VA 22125**  
**Tuesday, August 2, 2016**  
**7:00 p.m.**

**Present:** Mayor Liz Quist, Vice Mayor Pat Sivigny, Councilmembers Matt Dawson, Jim Drakes, Cindy Fithian, and Joe McGuire  
Staff: Kirstyn Jovanovich, Town Manager; Martin Crim, Town Attorney; Bruce Reese, Town Engineer; Sheldon Levi, Chief of Police; Chris Coon, Town Clerk; Donna Brown, Events and Community Development Director

**1. Call to Order**

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

**2. Pledge of Allegiance**

**3. Citizens Time**

Ken Strafer, Wounded Warriors, witnessed a Coast Guard patrol boat running aground near Madigan's. He stated that the rocks are not on the charts that the Coast Guard was using. He suggested lengthening the Town Dock to cover the rocks, which would also allow extra docking.

Nancy Farmer, 202 Washington Street, stated there is a real problem at night in the Historic District. She stated that there are individuals out from 11 pm to 3 am, in some cases, being very loud and leaving trash on residential porches, and it's very disruptive. She stated that this happens every night of the week. She asked for a police presence to help control the groups of individuals late at night.

Lori Mackenzie, 115 River Road, wanted to reiterate what Ms. Farmer said. She stated that at 4:30 a.m. there were about eleven children ages 13 to 20 years old playing Pokémon Go. She suggested a police presence at the intersection of Route 123 and Commerce Street, during high traffic times.

**4. Approval of Minutes**

It was moved to approve the minutes of the July 12, 2016 Regular Meeting with amendments.

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

**5. Councilmember Reports**

Councilmember Fithian wanted to thank the Town for sponsoring her attendance at the Virginia Municipal League Institute for Local Elected Officials in Richmond, VA later this month.

Councilmember McGuire stated that the Planning Commission has completed the Comprehensive Plan and the Council will vote to adopt the new Comprehensive Plan later in the meeting.

## 6. Mayor's Report

Congratulated the Council and Town Staff on the opening of River Mill Park. She attended the First Mount Zion Baptist Church with Delegate Luke Torian, who was leading a forum on listening to build stronger communities. On July 20, there was a successful volunteer event and an article in InsideNOVA about Bobbie Frank and her years of dedication. She stated that the Town has been in the media frequently with everything going on in Town and wanted to thank Council and Staff for the positive image that is portrayed. On July 12, the Town hosted the Leadership Prince William Summer Youth Academy session on government and the students conducted a mock Council, Planning Commission, and Architectural Review Board meeting. She stated that the Council needed to nominate a Vice Mayor.

It was moved to appoint Vice Mayor Sivigny to another term as Vice Mayor.

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

## 7. Staff Reports

**A. Town Attorney:** Mr. Crim, Town Attorney, reported on the following:

- Kiely property and the appeal of the Building Code ruling. There is a deadline, August 31, for supplemental information to the State Technical Review Board. Mr. Crim stated that the Town does not have any additional information for the Board and stated that the neighbors of the Kiely property are participating in the hearing and may have some information to present. The hearing date is September 16, at 10 a.m. in Richmond, Virginia. New statute that affected erosion and sediment control in the Chesapeake Bay Preservation Act and may require changes in Town ordinances. More information from the state is expected in the way of model ordinances.

Councilmember McGuire inquired about litigation from Mr. Kiely against the Houghton's. Mr. Crim stated that there is a pending civil case in Circuit Court.

**B. Town Engineer:** Mr. Reese, Town Engineer, reported on the following engineering activities:

- Land Disturbance Activity report
  - a. Vistas at Occoquan has completed one inspection
  - b. River Mill Park Phase II

Councilmember Dawson inquired about solutions for erosion of the stone dust path. Mr. Reese stated that there are options and the Engineering Groupe is currently investigating in an effort to identify the best solution for the Town.

- C. **Building Official:** Mr. Barbeau was not present, however, his report was submitted as part of the meeting agenda. No questions were received.
- D. **Town Manager:** Ms. Jovanovich, Town Manager, submitted a manager's report as part of the agenda. She also reported that signage that was previously requested at the intersection of Commerce and Route 123 will be installed shortly by VDOT regarding the allowance of a right turn on red.

Mayor Quist inquired about the status of the Tanyard Hill property. Ms. Jovanovich stated that she is working with the Town Engineer to draft necessary documents required for the proffer amendment and the Comprehensive Plan amendment through Prince William County.

- E. **Chief of Police:** Chief Levi provided his July 2016 report with the agenda packet. No questions were received. He stated that he has reached out to several other Police chiefs in localities similar to Occoquan and stated that they are not seeing the same amount of traffic, vehicular or pedestrian, related to the Pokémon activity. He stated that there are several hundred people in town at any given time, and individually the Pokémon players are not loud but, when they congregate they become a disturbance to residents in the Historic District. He stated that he is working to schedule additional patrol during late night hours utilizing grant funding to help support the town's enforcement efforts related to the increased evening and nighttime activity.

Vice Mayor Sivigny asked if the Town is paying extra for the increased patrol. Chief Levi stated that the Town was paying extra to have the officers' patrol the area utilizing available grant funding.

Councilmember McGuire wanted clarification about the Town scheduling non-Town officers. Chief Levi stated that he has responsibilities and priorities outside of the evening hours and can not only work nights.

Vice Mayor Sivigny inquired about the cost of each patrol night. Chief Levi stated that it is \$40 an hour for five hours totaling \$200 per patrol. He also stated that the funding for this patrol is coming out of the Public Safety Grant.

Mr. Crim inquired about the number of Pokémon players that will be traveling to Town when school begins. Chief Levi stated that he hoped there would be a drop in participation during the evening and late hours but, is not sure at this time what the impact will be. He also stated that many of the individuals during the evening and night are college-aged or older. Ms. Jovanovich stated that the additional cost is about \$2,200 and it is coming out of grant funding. The Town currently has about twenty thousand in grant funding.

Ms. Jovanovich stated that the decision for extra patrol was made after there was an increased number of people in the Town during the evening hours. This patrol will help the Town achieve the goals set forth by Council including pedestrian safety, traffic

control, and speed enforcement. She stated that Chief Levi, at the request of Council, has been tracking Officer Linn because he offers the most auxiliary support. Chief stated that Officer Linn has worked an average of 26 hours per month since February. Ms. Jovanovich stated that he also works some nights and weekends to help the Town and she stated that Chief also rotates his schedule to also work some days, some evenings, and some nights. Ms. Jovanovich stated that those two officers are responsible for the daytime cut-through traffic and evening into early morning for the increase people in town. This is a measure taken to ensure guaranteed coverage.

Councilmember Drakes inquired about the impact of having an officer in Town from 10 p.m. to 3 a.m. Chief Levi stated that there has only been one patrol conducted and he will speak with residents to see if there has been a change. He also stated that during this patrol, the Prince William County officer will be designated to the Town of Occoquan unless there is a nearby emergency that requires the officer to respond.

Vice Mayor Sivigny inquired about a Town or County ordinance regarding curfew. Chief Levi stated that the Prince William County officers cannot enforce the Town Code (they can only enforce State Code within the Town's limits) and they have stated that they cannot enforce County Code in the Town of Occoquan. Mr. Crim stated that he did not agree with the statement that Prince William County officer's cannot enforce the County Code in the Town of Occoquan. He stated that he believes that they stated this to Chief Levi because they do not enforce it anywhere because of deprivation of freedom through the curfew ordinance.

Ms. Jovanovich stated that she has also spoken with Prince William County officers who have stated they cannot enforce Prince William County Code in the Town of Occoquan. She asked if the Town Attorney could find the correct answer.

Vice Mayor then inquired if the Chief was on duty if he could enforce the curfew ordinance. Chief stated that he would be able to, but the town's ordinance allows minors to be out late if they are with their parents. He also stated that the number of people is large enough that strictly enforcing the curfew violators would only be a very small portion of the individuals and the officer's time could be spent being more productive using other methods of patrol and enforcement.

- F. **Craft Show:** Donna Brown provided her Spring Craft Show report with the agenda packet. She provided an update on the Fall Craft Show: there were 231 vendors registered as of last week. She also stated that last Fall Craft Show there were 252 vendors and she is trying to reach that number again for this Show.

Councilmember Drakes inquired about the Craft Show expense budget for the Spring. Ms. Jovanovich stated that not having a Craft Show Director saved some indirect expenses regarding payroll.

Councilmember Drakes also inquired about tracking revenues from the Craft Show annually and he wanted to know how this Craft Show compared to others. Ms.

Jovanovich stated that this Craft Show is lower than previous years and she would provide the historical information to Council.

Vice Mayor Sivigny inquired about collecting feedback from volunteers in a meeting after the Craft Show. Ms. Brown Stated that she would try and incorporate this into this upcoming Craft Show.

#### **G. Boards and Commissions:**

Ms. Seefeldt, Chair, stated that the Architectural Review Board received three exterior elevation applications; all were approved. On August 9, there will be a work session on the sign ordinance review.

#### **8. Regular Business**

##### **8A. Request to Approve 2016-2026 Comprehensive Plan**

It was moved to approve the 2016-2026 Town of Occoquan Comprehensive Plan as prepared and presented by the Town's Planning Commission with addition of Action Item 58 as discussed.

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

##### **8B. Request to Approve ADA Kayak/Canoe Ramp Site Plan**

It was moved to approve the site plan for the ADA Accessible Canoe and Kayak Launch and Riverwalk Boardwalk extension.

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

##### **8C. Request to Purchase Replacement Sound System for Town Hall**

It was moved to award a contract to Technology Contracting in the amount not-to-exceed \$6,500 for the replacement of Town Hall's sound system.

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

##### **8D. Request to Approve River Mill Park Restroom Cleaning Contract**

It was moved to award a contract after-the-fact to L.T. Services for a daily cost of \$180 per day for cleaning and janitorial supply services for the River Mill Park restroom.

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

**8E. Request to Purchase LOVE Sign Signage**

It was moved to set a not-to-exceed amount of \$900 and authorize the purchase of signage for the new LOVE sign in River Mill Park.

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

**8F. Request to Attend Annual Virginia Association of Chiefs of Police Conference/Training**

It was moved to allow the Chief of Police to attend the Annual Chief of Police conference and training in Roanoke, VA from September 18-21, 2016 for an amount not to exceed \$850.

**A motion was made by Councilmember Drakes, seconded by Vice Mayor Sivigny that the Action Item be approved. The motion carried by poll vote, 4 Ayes (Dawson, Drakes, Fithian, & Sivigny) and 1 Nay ( McGuire), motion passes.**

**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) (1) a personnel matter involving performance evaluation or job assignments involving specific employees and (3) a matter involving acquisition of real property for public purposes. Councilmember Fithian seconded. **The motion carried by poll vote, unanimously**

The Council came out of closed session at 9:08 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 Fithian seconded. **Motion passed, Ayes- Councilmember Fithian, Councilmember Drakes, Councilmember Dawson, Councilmember McGuire, and Vice Mayor Sivigny, by roll call vote.**

**10. Adjournment**

The meeting was adjourned at 9:10 p.m.

---

Christopher Coon  
Town Clerk



# 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  
J. Matthew Dawson  
Jim Drakes  
Cindy Fithian  
Joe McGuire

**TOWN MANAGER**  
Kirstyn Barr Jovanovich

**BUILDING OFFICIAL**  
Joseph E. Barbeau, Jr.

## AUGUST 2016 REPORT TO THE TOWN COUNCIL BUILDING OFFICIAL REPORT

### PERMITS ISSUED

August 16, Permit to renovate Town Hall office area, 314 Mill St.  
Permit to replace roof, siding, gutters, and siding at 406 Mill St.  
Permit to replace roof at 202 Commerce St.  
Permit to replace windows, siding, and gutters at 307 Mill St.  
August 19, Permits to renovate SFH at 114 Poplar Ln.  
Permit to replace roof and siding materials, at 208 Mill Cross Ln.  
August 23, Permit to replace roof and siding at 103 Frayers Farm Ct.

### CERTIFICATES OF OCCUPANCY ISSUED

No certificates of Occupancy issued this month.

### INSPECTIONS

Date	Activity
08/05/2016	Final Deck Inspection at 1410 Occoquan Heights Court, approved.
08/18/2016	Inspection to verify conditions for work begun without permits at 114 Poplar Lane.
08/24/2016	Backfill Inspection at 114 Poplar Lane, approved
08/27/2016	Rough Inspections for Plumbing, Electrical, Mechanical, and Building, at 114 Poplar Lane, approved.
08/29/2016	Wall Closure Inspection at 114 Poplar lane, approved.

### DOCUMENT REVIEW

No documents are currently under review.

### ACTIONS

August 18, Stop Work Order issued for 114 Poplar Lane for commencing work without a permit, order lifted upon the submission and approval of appropriate permits.

### RECOMMENDATIONS

No recommendations at this time.

### OTHER

no other business at this time.

**End of Report, submitted on 08/30/2016.**



# 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  
J. Matthew Dawson  
Jim Drakes  
Cindy Fithian  
Joe McGuire

**TOWN MANAGER**  
Kirstyn Barr Jovanovich

## **Town Manager's Report** **Town Council Meeting - September 6, 2016**

### **Dock Repairs - Update**

An Eagle Scout has tentatively planned to complete the repairs behind Gaslight Landing boardwalk on the weekend of September 17 and 18, 2016. Minor repairs to the other portions of the boardwalk will also be made during that time.

### **Park Benches**

An Eagle Scout candidate will build four benches and concrete pads for use in the new park by this fall.

### **Kayak/Canoe Launch**

A grant agreement meeting has been set between myself and a DCR representative for September 12, 2016. It is expected that this is the final step prior to grant release. It is anticipated that the project will start in Spring 2017.

### **Tanyard Hill Property**

Working on preparing a rezoning request and comprehensive plan amendment for Prince William County in order to allow the installation of a trail and signage on the Tanyard Hill (Oaks III) property. The submission is expected before the Board of Supervisors in the fall.

### **Administrative Assistant**

The Town has hired a part-time Administrative Assistant. Pam Holbert began with the Town on August 29, and will work 20 hours per week.

### **Town Hall Renovations**

Town Hall interior upstairs renovations have been completed. We are currently reviewing quotes for exterior painting, to be completed in the fall. We are also in the process of obtaining quotes for lower level updates to bring to Council in October.

### **Town Newsletter**

Town staff conducted a survey regarding the newsletter distribution and content. We will be reviewing and implementing a revised newsletter this winter that will reduce cost and work load.

### **River Mill Park**

We will conclude this year's Music on Mill concert series on September 3. On average, approximately 100 people attended each concert, with the most seen at the kid's themed event, during which approximately 350 people attended. Staff will be reviewing feedback and researching similar events in other localities, as we work to develop next year's concert series.

Staff is working with the contractors to complete the project phases, final billings and resolve outstanding issues.

-END-



# TOWN OF OCCOQUAN

Circa 1734 • Chartered 1804 • Incorporated 1874  
 314 Mill Street • PO Box 195 • Occoquan, Virginia 22125  
 (703) 491-1918 • Fax (571) 398-5016 • info@occoquanva.gov  
 www.occoquanva.gov

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

**TOWN MANAGER**  
 Kirstyn Barr Jovanovich

**CHIEF OF POLICE**  
**TOWN SERGEANT**  
 Sheldon E. Levi

## Occoquan Police Department

### Monthly Town Council Report September 6, 2016

#### Departmental Goals

(Set by Town Council in February 2016)

- Goal 1: Protection of private property
- Goal 2: Improvement of pedestrian safety
- Goal 3: Increased patrol hours including nights and weekends
- Goal 4: Prioritizing community meetings outside of town
- Goal 5: Updating department policies

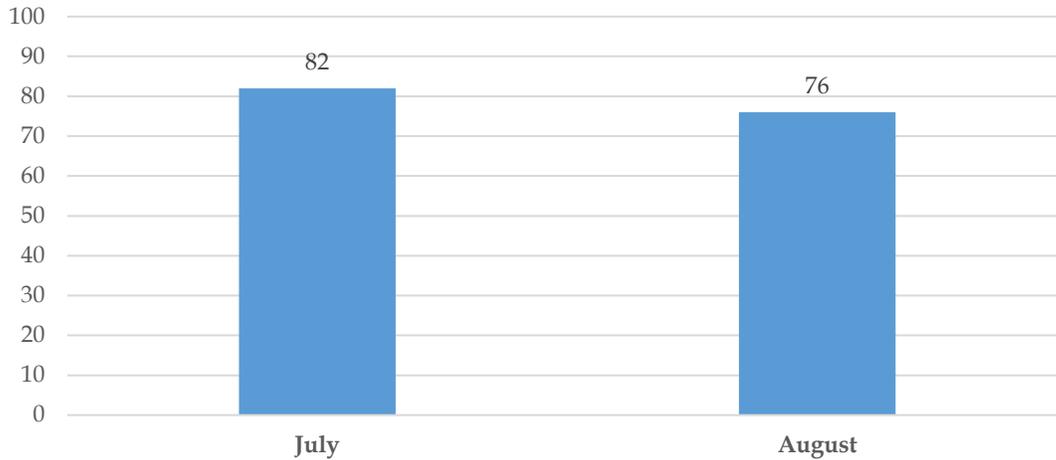
#### Significant Incidents

Nature	Date	Location	Details
Dispute	08/04/2016	Mill Street	Telephone complaint between business owner and former employee. Civil matter.
Threats	08/03/2016	Mill Street	Threats to business owner and children. Referred to PWCPD SVU.
Noise	Various	Varying	Residents complaining about Pokémon players creating noise and distracted driving.
ABC	Various	Mill Street	Met with ABC agents about regulations and enforcement.
Hit and Run	08/11/2016	Mill Street	Motorist reported an unidentified driver backed into their car, and after a brief conversation, the striking party left the scene without exchanging information. The victim declined to have a report filed.
Vandalism	08/18/2016	VDOT Lot under bridge	Took a vandalism report for slashed tires on van.
Property Damage Only (PDO) Accident	08/18/2016	Mill Street	Telephone complaint of a hit and run. Upon investigation located all parties. Information was exchanged amicably.

Building Code Violation	08/18/2016	Poplar Lane	Was sent to a residence to see if there was construction going on without a permit; it was. Referred owner to Town Hall for resolution.
Theft	08/24/2016	Mill Street	Took a theft report of a small statue from outside of a business.
Domestic	08/24/2016	Madigan's	Was flagged down to alert me of a domestic on Mill Street. My investigation led me to the Tiki Bar where I interviewed two subjects. The subject with minor cuts stated she was not assaulted. Both subjects were drunk and Madigan's employees were instructed to make sure the subjects left in a cab.
Vehicle without tags	08/24/2016	VDOT Lot	Came across a vehicle with no tags. I located the driver and it was a vehicle being transported for a dealership. The driver forgot to put the tags on the vehicle. No summons.
Pokémon Detail	Various	Mill Street, etc.	Detail officers have consistently reported a couple of hundred people on the streets throughout their shifts until about 0200. There have been a couple of arrests unrelated to Pokémon, and one individual was sent home in a cab because they were too drunk to drive. The 08/29 detail officer called upon arrival to tell me the streets were just as crowded as before, despite school starting this date. The detail officer from 08/31 reported "...steady 50 or so up until midnight then it dwindled to about 10-15 at various times. Plenty of vehicle traffic, no problems all the way around. 0230 pretty much empty, 2 or 3 from time to time".
Hit and Run	08/25/2016	Mill Street	Witnesses notified me of an identified van striking and damaging a gas light and driving off. The investigation revealed who the driver was, the driver never reported the accident as required by law, and was told they had to make a report to their insurance company. They provided the Town with a claim number from their insurance company.
Hit and Run	08/27/2016	Mill Street	A gas light was found on the ground by Town staff on the morning of 08/27/2016. PWCPD handled what is presumed to be a vehicle

			hitting the gas lamp. I have a call into the officer that handled the incident; report #160035271.
PDO Accident	08/04/2016	Mill Street	Dispatched to a hit and run in front of Madigan's. Upon investigation I was able to determine the owner of the striking vehicle. I contacted the owner and all parties exchanged information amicably.

**Total Summonses FYTD<sup>1</sup>**

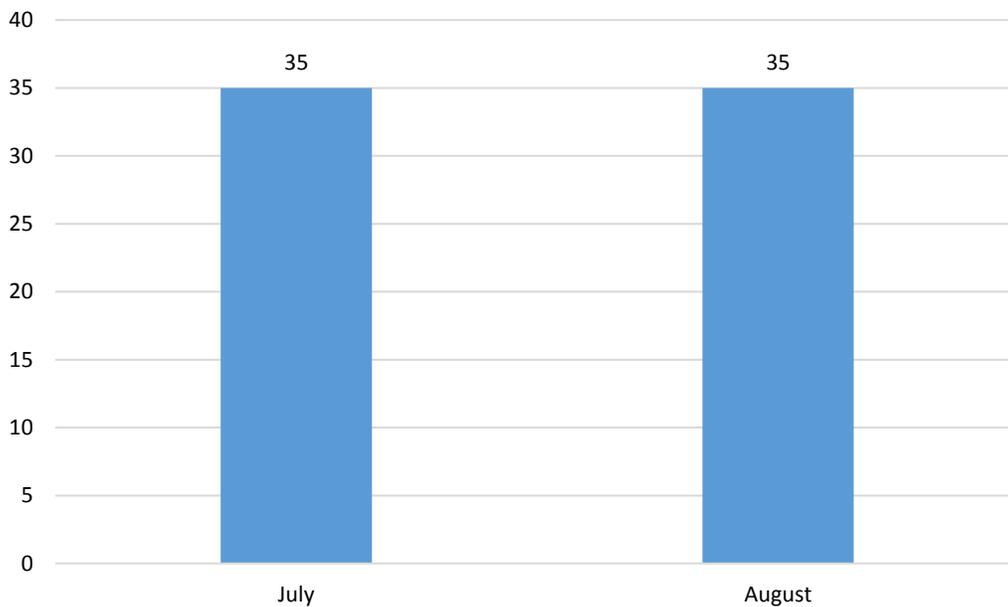


<sup>1</sup>Goals 1, 2

<sup>5</sup>Includes 12 civil summonses for tax delinquencies.

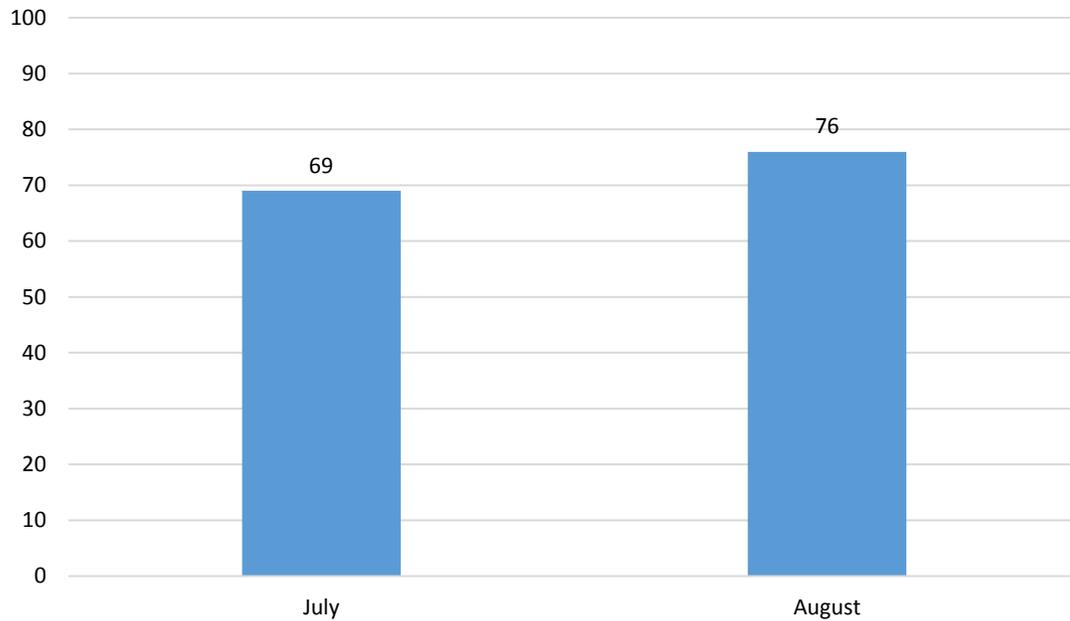
Includes all summonses issued.

**Parking Tickets Issued FYTD<sup>2</sup>**



<sup>2</sup>Goal 2

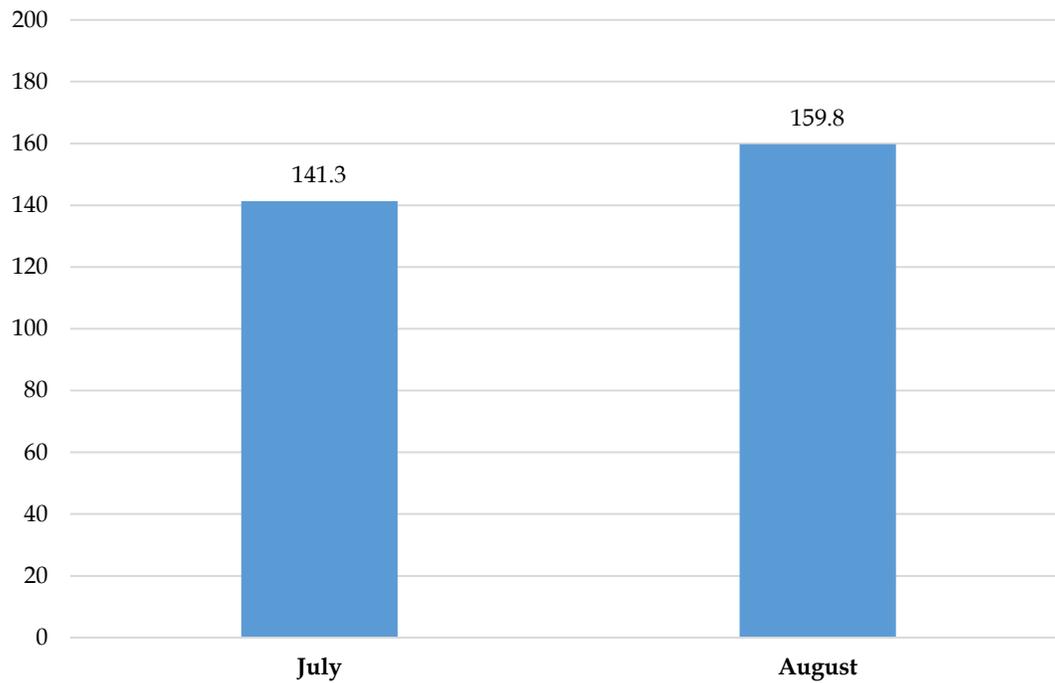
**Traffic Enforcement FYTD**<sup>3</sup>



<sup>3</sup>Goal 2

*Includes speeding and other traffic offense summonses.*

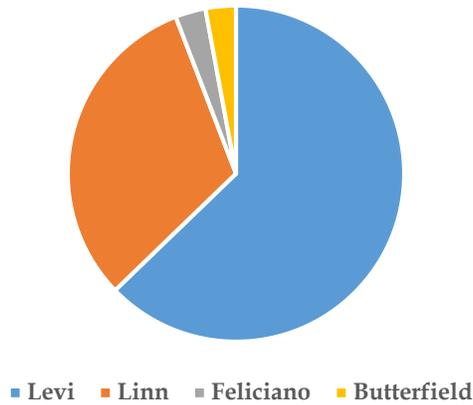
**Patrol Hours FYTD**<sup>4</sup>



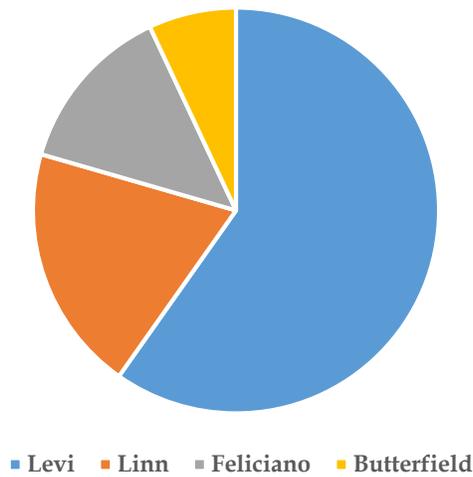
<sup>4</sup>Goals 1, 2, 3

*Includes patrol hours for Occoquan PD Personnel (Chief, 3 Auxiliaries)*

### Total Administrative/Training Hours FYTD



### Total Patrol Hours FYTD



### Community Relations

Provided police presence at River Mill Concert Series.

### Current Initiatives

Update General Orders; currently working with VML to finalize revised draft of Department's General Orders.<sup>5</sup>

<sup>5</sup>Goal 5



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

<b>9. Regular Business</b>	<b>Meeting Date:</b> September 6, 2016
<b>9 A: Proclamation for Blood Cancer Awareness Month</b>	

**Explanation and Summary:**

This is a request to proclaim September 2016 as Blood Cancer Awareness Month and September 15, 2016 as Lymphoma Awareness Day in the Town of Occoquan.

**Cost and Financing:** N/A

**Account Number:** N/A

**Proposed/Suggested Motion:**

"I move to approve the Blood Cancer Awareness Month proclamation."

OR

Other action Council deems appropriate.

**Attachments: (1)** Proclamation



# Proclamation

**WHEREAS**, lymphoma is the most common form of blood cancer and the third most common childhood cancer; and

**WHEREAS**, more than 81,000 new cases of lymphoma are diagnosed each year in the United States, including 1,900 in the Commonwealth of Virginia, together with the Town of Occoquan; and

**WHEREAS**, a cure for lymphoma can only be realized through advanced cancer research; and

**WHEREAS**, awareness and education are powerful tools in the race to find a cure for lymphoma; and

**WHEREAS**, the health and vitality of the people of the Commonwealth of Virginia and the Town of Occoquan are significantly enhanced by local efforts to increase communication and education pertaining to lymphoma and blood cancers; and

**WHEREAS**, in February 2016, the General Assembly designated September, in 2016 and in each succeeding year, Blood Cancer Awareness Month in Virginia and September 15, in 2016 and in each succeeding year, Lymphoma Awareness Day in Virginia to help to raise general awareness of the disease and provide hope to all those affected by a lymphoma diagnosis;

**NOW, THEREFORE**, I, Elizabeth A.C. Quist, Mayor of the Town of Occoquan and on behalf of the Occoquan Town Council hereby recognize September 15, 2016 as

**LYMPHOMA AWARENESS DAY**  
AND PROCLAIM SEPTEMBER 2016 AS  
**BLOOD CANCER AWARENESS MONTH**

in the Town of Occoquan and urge all citizens to support the efforts and activities of the Lymphoma Research Foundation to bring awareness and education in the race to finding a cure for lymphoma during the month of September and throughout the year.

---

Elizabeth A.C. Quist      MAYOR  
On behalf of the Town Council of  
Occoquan, Virginia

---

Christopher Coon Town Clerk



# TOWN OF OCCOQUAN

## TOWN COUNCIL MEETING

### Agenda Communication

<b>9. Regular Business</b>	<b>Meeting Date:</b> September 3, 2016
<b>9B: Request to Award Contract for RFP 2016-001, Annual Financial Audit Services</b>	

**Explanation and Summary:**

This is a request to award a contract for RFP 2016-001, Annual Financial Audit Services to Robinson, Farmer, Cox Associates (RFC) effective for the audit for years ending June 30, 2016, and the three years following.

On July 21, 2016, the Town issued an RFP to solicit proposals to provide audit services for the Town of Occoquan. Currently, the town utilizes RFC to provide this service. Two proposals were received by the closing of the solicitation on August 15, 2016.

An Evaluation Committee was established to review the proposals and determined that RFC met all of the requirements outlined within the solicitation.

Based on RFC's response and references, the Evaluation Committee is recommending RFC be contracted to provide audit services to the Town of Occoquan.

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

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

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

**Cost and Financing:** FYE 2016 - \$10,000, FYE 2017 - \$10,250, FYE 2018 - \$10,500, FYE 2019 - \$10,750

**Account:** Professional Services

**Proposed/Suggested Motion:**

"I move to award a contract for RFP 2016-001, Annual Financial Audit Services, to Robinson, Farmer, Cox Assoc. (RFC), for the Town of Occoquan Financial Audit."

OR

Other action Council deems appropriate.

**Attachments: (2)** RFP 2016-001, Annual Financial Audit Services  
Robinson, Farmer, Cox Assoc. (RFC) Proposal

**TOWN OF OCCOQUAN, VIRGINIA  
PROPOSAL TO PROVIDE ANNUAL FINANCIAL AUDIT SERVICES**

**FISCAL YEARS ENDING JUNE 30, 2016 THROUGH JUNE 30, 2019**

---

**Please Respond To:**

---

Andrew P. Grossnickle, Member  
Robinson, Farmer, Cox Associates  
10709 Spotsylvania Avenue, Suite 101-A  
Fredericksburg, Virginia 22408  
Email: [andrew@rfca.com](mailto:andrew@rfca.com)  
Ph: (540) 898-8983 Fax: (540) 898-8986

**EIN Number:** 54-1896113

**SCC Number:** S028346-7

August 15, 2016

**TOWN OF OCCOQUAN, VIRGINIA**  
**PROPOSAL TO PROVIDE ANNUAL FINANCIAL AUDIT SERVICES**  
**FISCAL YEARS ENDING JUNE 30, 2016 THROUGH JUNE 30, 2019**

**TABLE OF CONTENTS**

---

	<u>Page</u>
<b>RFP COVER SHEET</b>	
<b>MANAGEMENT SUMMARY</b>	
Letter of Transmittal	1-3
<b>LICENSE TO PRACTICE IN VIRGINIA/STATEMENT OF PROFESSIONAL STATUS</b>	4
<b>QUALITY CONTROL SYSTEM</b>	4
<b>FIRM PARTICIPATION IN PEER REVIEW PROGRAM</b>	4-5
<b>FIRM QUALIFICATIONS AND EXPERIENCE</b>	6-7
Description of Firm	7-8
<b>QUALIFICATIONS AND EXPERIENCE OF PERSONNEL</b>	
Summary of Proposer's Qualifications	9
Personnel Résumés and Education	10-18
Continuing Professional Education Outline	19
<b>PROJECT AND MANAGEMENT APPROACH</b>	20-27
<b>REPRESENTATIVE PROJECTS</b>	28
<b>PROPOSED PROJECT SCHEDULE</b>	29
<b>PROFESSIONAL REFERENCES</b>	30
<b>APPENDIX - NON-BINDING COST ESTIMATE</b>	31

# ROBINSON, FARMER, COX ASSOCIATES

A PROFESSIONAL LIMITED LIABILITY COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

August 15, 2016

Town of Occoquan  
Town Treasurer, Abigail Breeding  
314 Mill Street  
Occoquan, VA 22125

Dear Ms. Breeding:

We are pleased to submit our proposal to audit the financial statements of the Town of Occoquan, Virginia for the fiscal years ending June 30, 2016 through June 30, 2019. This proposal has been organized to comply with your Request for Proposal—Annual Financial Audit Services.

## Overview of Services

Robinson, Farmer, Cox Associates, Certified Public Accountants, will perform an audit in accordance with generally accepted auditing standards, the standards for financial and compliance audits contained in the United States General Accounting Office's *Government Auditing Standards*, Office of Management and Budget Circular A-133 and *Specifications for Audit of Counties, Cities and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia. Accordingly, it will include such tests of the accounting records and such other auditing procedures as we deem necessary and appropriate in order to express our opinion on the financial statements. As part of our audit, a compliance review will be conducted in connection with our review of the Town's system of internal control for the purpose of submitting our written report on material weaknesses in internal control, reportable conditions and/or our management letters.

RFC will provide the Town of Occoquan with a dedicated, highly qualified team, led by a Partner who will be performing on-site fieldwork during both preliminary and final fieldwork. As our Firm derives a majority of our business from local government work, we are well-versed in planning and scheduling governmental audit engagements like the Town of Occoquan. RFC is committed to partner with you to complete your audit in a timely manner in accordance with *your schedule*.

RFC's approach to the various Town engagements will be to develop a customized strategic audit plan based primarily upon information garnered from our detailed risk assessment procedures performed during the preliminary stage of fieldwork. We will conduct interviews with various members of the Town's management team and analyze internal controls currently in place. We will utilize our Certified Information System Auditor (CISA) to perform IT risks and control assessments in certain audit areas. During our audit, we will employ a variety of fraud risk assessment procedures by inquiring with Management and other key personnel about the risk of fraud and how risks are addressed. We will also conduct fraud risk interviews with selected staff members within the Town and perform other risk assessment procedures as we deem necessary.

*Government Auditing Standards* require that, among other requirements, all firms performing government audits have an internal quality control system and participate in an external quality control review program. Further, auditors working on governmental audits must meet continuing education requirements, including education specifically applicable to performing governmental audits, which are more stringent than that mandated by the American Institute of Certified Public Accountants. RFC is in full compliance with the compliance requirements of *Government Auditing Standards* and is committed to maintaining these standards.

FREDERICKSBURG OFFICE  
STREET ADDRESS

10709 SPOTSYLVANIA AVENUE SUITE 101-A  
FREDERICKSBURG, VIRGINIA 22408  
TELEPHONE: (540) 898-8983

E-MAIL: [andrew@rfca.com](mailto:andrew@rfca.com)  
INTERNET: [www.rfca.com](http://www.rfca.com)  
FAX: (540) 898-8986



[RFCA.COM](http://RFCA.COM)

Charlottesville  
Christiansburg  
Fredericksburg  
Louisiana  
Richmond  
Verona

RFC recognizes the challenges local governments face in keeping abreast of the latest GASB and GFOA reporting standards. Our independent Quality Control Department provides both our auditors and clients with the necessary training and tools to tackle these requirements, well in advance of required implementation.

Pre-audit meetings as well as progress meetings and final exits conferences will be held with the Treasurer, and other staff personnel pertaining directly to the audit report and our performance thereof, shall be included as part of the engagement.

The Approach to Conducting the Audit contained herein presents a summary of the major audit tasks and the target dates for the engagement. Town audit tasks identified within the Scope of the Engagement Section are in accordance with your request for proposal and no significant internal staff commitments are anticipated.

The request for proposal specifies the contract shall be for one year with three (3) options to renew. Audit fees will be negotiated in accordance with applicable state and local laws.

### **Experienced Leaders**

For *sixty years*, RFC has been the leading governmental auditing and consulting firm in the Commonwealth of Virginia. RFC's approach is simple: we provide *quality services* performed by experienced staff with extensive knowledge in the area of public entity accounting, auditing and financial consulting. This straightforward approach to conducting business has ensured our clients receive the efficient, professional, and effective services they have come to expect. Our Firm devotes over *56,000 hours* annually to performing governmental audit engagements in Virginia. This represents 81 percent of our total audit practice. Quite simply, RFC's hallmark strength is auditing local governmental entities.

### **Quality**

Quality is synonymous with our reputation and the cornerstone of our business. While all accounting firms are subject to the same standards regarding quality control and educational requirements, RFC distinguishes itself through its commitment to excellence. The Quality Control Department epitomizes this commitment. The Firm's quality control director, Kristen Choate, CPA, manages a team of three full-time reviewers whose focus is to review individual engagements to ensure that RFC standards are maintained, year round. She also oversees the Firm's annual quality control review. Due to the large number of governmental clients that we serve, a sample of our workpapers are reviewed each year by the Auditor of Public Accounts (APA). All APA reviews have received unmodified opinions (*the highest possible*).

Kristen L. Choate, CPA, and Deanna L. Cox, CPA of our Firm serve as Special Review Committee members for the GFOA and review a selection of governmental audit reports from around the country throughout the year. This process enhances our ability to ensure that your financial reports meet all reporting guidelines.

### **Accessibility**

We pride ourselves on remaining accessible to our clients during audit season and beyond. We encourage our clients to contact us anytime with audit-related questions or concerns at *no extra charge*. We also maintain year round contact through client newsletters, RFC sponsored events, and website postings.



RFC.A.COM

Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton

## Conclusion

It is our contention that RFC is the most qualified and capable local government auditing firm in the Commonwealth of Virginia. With nearly 60 years of relevant experience, the Firm is currently engaged to provide audit services for approximately 70% of Virginia counties, 25% of cities, 35% of towns, and numerous other governmental entities. This expertise, as well as the Firm's commitment to superior service sets us apart from our competitors. Our engagements are skillfully planned and managed to maximize effectiveness while minimizing client impact and our capable experienced professionals possess in-depth proficiencies that ensure quality as well as timely results. We sincerely appreciate the opportunity to continue serving the needs of the Town of Occoquan, Virginia.

The following member has the authority to make representations on behalf of Robinson, Farmer, Cox Associates, should any questions arise concerning this proposal, please contact:

**NAME / ADDRESS**

---

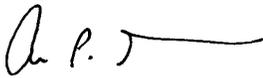
Andrew P. Grossnickle, Member  
10709 Spotsylvania Avenue, Suite 101-A  
Fredericksburg, Virginia 22408  
Phone: (540) 898-8983 Fax: (540) 898-8986

We represent that this proposal meets or exceeds the requirements of your Request for Proposal of Audit Services.

Thanking you for your consideration, we remain

Very truly yours,

**ROBINSON, FARMER, COX ASSOCIATES**



Andrew P. Grossnickle  
Certified Public Accountant  
Member



RFC.A.COM

Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton

## **LICENSE TO PRACTICE IN VIRGINIA AND STATEMENT OF PROFESSIONAL STATUS**

---

RFC hereby affirms that it is licensed and chartered as a professional limited liability company under the *Code of Virginia (1950)*, as amended and that its staff of licensed certified public accountants and other professional personnel conduct business in accordance with statutory requirements and the Code of Ethics of the Virginia Society of Certified Public Accountants. RFC further represents that it is independent with respect to the Town of Occoquan, Virginia as defined in the Ethical Rules of the American Institute of Certified Public Accountants.

RFC is  
licensed  
and  
chartered in  
Virginia.

The Firm has not been the object of/or subject to any disciplinary action during the past three (3) years.

The Company is managed by its Board of Directors elected by the members. An Executive Committee aids the Directors in their administration of company affairs.

## **QUALITY CONTROL SYSTEM**

---

RFC is devoted to the quality of the audit working papers, reports and all other documents produced by the Firm. The Firm has established and fully implemented a dedicated quality control department. The department is responsible for ensuring that all quality control policies and procedures are properly performed on every engagement. All reports, working papers and other related documents are reviewed by the independent quality control department prior to the release of the final documents to the client, state and federal agencies. Moreover, the Firm has implemented software to accurately track the status of all engagements throughout the quality control system to ensure reports and documents are released in a timely manner.

Our  
accounting  
and auditing  
services  
undergo  
regular peer  
reviews and  
quality  
control  
evaluations.

## **FIRM PARTICIPATION IN PEER REVIEW PROGRAM**

---

Robinson, Farmer, Cox Associates is enrolled in the AICPA Peer Review Program. The Firm's most recent quality control review of its accounting and auditing practice was conducted in December 2013. An unmodified opinion, dated December 11, 2013, was issued on the Firm's accounting and auditing practice. This particular review consisted of 43 engagements and included 19 governmental audits performed by the Firm. Further, the Firm annually conducts an Internal Review of its Accounting and Auditing Practice in accordance with the AICPA Peer Review Program.

The Firm's audit reports and working papers are routinely reviewed by the Auditor of Public Accounts. No significant exceptions to standards are noted. If the Firm's work related to the Town's audit is reviewed by the APA as a part of their quality control review program, the Firm will notify the Town of any findings by the APA.



*RFC.A.COM*

*Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton*



**Tetrick & Bartlett, PLLC**  
Certified Public Accountants  
Consultants

122 N. Oak St. • PO Box 1916 • Clarksburg, WV 26302-1916 • (304) 624-5564 • Fax: (304) 624-5582 • www.tetrickbartlett.com  
1517 Mary Lou Retton Drive • Fairmont, WV 26554 • (304) 366-2992 • Fax: (304) 366-2370

## SYSTEM REVIEW REPORT

To the Members of Robinson, Farmer, Cox Associates  
and the Peer Review Committee of the  
Virginia Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates (the firm) in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the *Standards for Performing and Reporting on Peer Reviews* established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Robinson, Farmer, Cox Associates has received a peer review rating of *pass*.

Tetrick & Bartlett, PLLC

December 11, 2013



RFC.A.COM

Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton

**ROBINSON, FARMER, COX ASSOCIATES**

---

**FIRM QUALIFICATIONS AND EXPERIENCE**

---

Robinson, Farmer, Cox Associates is a regional firm of certified public accountants and consultants serving clients throughout the Commonwealth of Virginia. Since the firm's founding in 1953 by Daniel A. Robinson, Sr., it has enjoyed the reputation as the leading public accounting firm in the practice of governmental accounting, auditing, and consulting services to local governments and nonprofit entities in Virginia. While the firm does provide diversified services to non-governmental clients in the areas of accounting, auditing, taxes, fiscal planning, and consulting services, approximately 75% of its practice is devoted to local government and nonprofit services.

The firm has maintained a leadership role in the accounting, auditing and financial reporting requirements for Virginia counties and cities by the active participation of members of the firm and staff in such activities as the following:

- Program participants in the annual meeting of Virginia Association of Counties (VACO) and the Local Government Officials Conference (LGOC).
- Participants in Virginia meetings of the Governmental Finance Officers Association (GFOA).
- Members of the firm and staff play an active role in committee assignments for various professional organizations and State agencies such as: (1) the Virginia Society of Certified Public Accountants Committee on Governmental Accounting and Auditing, reviewing proposed legislative changes dealing with the audits of Virginia counties; (2) the Virginia Chapter of the Governmental Financial Officers Association Committee on Local Governmental Reporting, reviewing proposed legislative changes dealing with local government organization and financial reporting; and, (3) Auditor of Public Accounts of the Commonwealth of Virginia Committee on Local Government and Financial Reporting.
- Served as auditor and advisor to various associations representing local government officials in Virginia.
- Active in implementation of GASB Statement No. 34 through participation in committees of the Virginia GFOA and Auditor of Public Accounts.

RFC:

Virginia's  
premier  
source of  
financial  
expertise  
for over  
50 years.



*RFC.A.COM*

*Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton*

Through the years, by serving as the auditor and advisor in financial planning for various Virginia town and counties, the firm has assisted Virginia counties in receiving equitable settlements and awards in the final settlement of annexation suits and inter-governmental reimbursement agreements. The firm took the initiative to review revenue sharing entitlements received by Virginia localities which subsequently resulted in approximately 70% of the Virginia localities receiving more equitable revenue sharing entitlements.

The firm has assisted the County of Accomack, County of Albemarle, County of Augusta, County of Culpeper, County of Fauquier, County of Fluvanna, County of Frederick, County of Gloucester, Town of Occoquan, County of King William, County of Louisa, County of Prince George, City of Fairfax, City of Fredericksburg, City of Manassas Park, City of Martinsville, City of Suffolk, Virginia, Rapidan Service Authority, Rivanna Water and Sewer Authority, Fauquier County Water and Sanitation Authority, Albemarle County Service Authority, Campbell County Utilities and Service Authority, King George County Service Authority and the Charlottesville-Albemarle Airport Authority in obtaining and sustaining the GFOA Certificate of Achievement. Further, the firm is actively involved in assisting other localities and authorities who will be applying for the Certificate in future years.

The firm has provided over the years a variety of consultation services to its governmental clients:

- Consultation in the preparation of official statements and other data to be used in connection with the issuance of both revenue and general obligation bonds. The firm has enjoyed an excellent professional relationship with all major Virginia municipal investment firms and bond counsel.
- Consultation in intergovernmental matters, such as:
  1. Transition of Towns to City status,
  2. Form of government studies, incorporation and consolidation,
  3. Annexation impact analysis,
  4. Utility rate requirements, and
  5. Financial reporting and formulae analysis of inter-governmental agreements.



*RFCA.COM*

*Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton*

- Consultation in administration and financial management, such as:
  1. Financial feasibility indication studies and rate studies of utility enterprises,
  2. Systems evaluations design and development (both financial accounting and other governmental functions),
  3. Capital improvement programs,
  4. Budgeting and financial forecasting,
  5. Internal Control design and implementation,
  6. Personnel classifications and pay plans,
  7. Organizational studies,
  8. Indirect cost allocation plans,
  9. Governmental efficiency studies, and
  10. Cash management analysis.



*RFCA.COM*

*Charlottesville  
Blacksburg  
Fredericksburg*

*Richmond  
Staunton*

## SUMMARY OF PROPOSER'S QUALIFICATIONS

---

The following is a list of key personnel and their assignments of this audit engagement. All members of this audit team have extensive and varied experience in governmental auditing.

Member-in-Charge - Andrew P. Grossnickle, C.P.A., will have the overall responsibility for the coordination and staffing of the audit.

Senior Accountant - Ben Packett, will have responsibility for the day-to-day field work to be performed during the audit.

Quality Control Director - Thomas P. Smith, C.P.A., will be responsible for the second review of the financial statements and work program.

Quality Control Member - Kristen L. Choate, C.P.A., will be responsible for reviewing the working papers and resulting financial reports to assure compliance with firm quality control standards.

Technology Consultant - Billy Gardner, C.I.S.A., C.E.H., will review information systems operations and controls.

Clerical/Administrative Aide - Gina White, will be responsible for the control of all audit files and documents flowing through the firm's office, typing reports, and communications with the audit staff.

Other staff assignments will occur at the discretion of the member-in-charge as they relate to the technical areas of the audit engagement. Our Fredericksburg and Charlottesville office employs six members, three directors, sixteen professional accountants and ten support personnel. Services will be performed primarily from our office in Fredericksburg, Virginia. The Firm administration carefully monitors the professional staffing resources of the Firm to assure a balanced staffing complement.

### Auditor Rotation

The Town will be notified in a timely manner of proposed changes in key staff members. Key staff members will only be changed with the consent of the Town.

Following are the individual resumes of the Firm's staff that will be directly responsible for this engagement.

An  
Experienced  
team,  
ready to  
meet  
your needs.



RFC.A.COM

Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton

**Andrew P. Grossnickle, CPA**

**Resume**

<b>Professional Experience</b>	Is a Member of Robinson, Farmer Cox Associates, P.L.L.C. in the Firm's Fredericksburg office. Participated in and managed audits of counties, towns, cities and public authorities in the Commonwealth of Virginia. Managed and participated in numerous audits of volunteer fire and rescue squads, school activity funds and not-for-profit organizations.
<b>Professional Associations</b>	<ul style="list-style-type: none"> <li>• Member, American Institute of Certified Public Accountants</li> <li>• Member, Virginia Society of Certified Public Accountants</li> <li>• Member, Virginia Government Finance Officers Association</li> </ul>
<b>Education</b>	<ul style="list-style-type: none"> <li>• Bridgewater College, Bachelor of Science - Business Administration</li> <li>• Florida Atlantic University, Master of Accounting - Forensic Accounting</li> </ul>
<b>Professional Registration</b>	<ul style="list-style-type: none"> <li>• Commonwealth of Virginia, Certified Public Accountant</li> </ul>
<b>Professional Achievement</b>	<ul style="list-style-type: none"> <li>• 2014 VSCPA Top 5 Under 35</li> </ul>
<b>Professional Positions</b>	<p>2013 to Present - Member, Robinson, Farmer, Cox Associates                  P.L.L.C., Certified Public Accountants                  Fredericksburg, Virginia</p> <p>2010 to 2013 - Director, Robinson, Farmer, Cox Associates                  P.L.L.C., Certified Public Accountants                  Fredericksburg, Virginia</p> <p>2006 to 2010 - Manager, Robinson, Farmer, Cox Associates                  P.L.L.C., Certified Public Accountants                  Charlottesville, Virginia</p> <p>2002 to 2006 - Associate, Robinson, Farmer, Cox Associates                  P.L.L.C., Certified Public Accountants                  Charlottesville, Virginia</p>



RFC.A.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Lewisburg  
 Richmond  
 Staunton

**Andrew P. Grossnickle, CPA**

**Continuing Professional Education**

2016	Sponsor	Class	Hours
1/18/2016	VSCPA	Tax Update	2.0
5/4/2016	VGFOA	VGFOA 2016 Spring Conference	4.0
5/13/2016	RFCA	2016 Annual Govt A&A Update - Session 1	6.0
5/13/2016	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.0
5/20/2016	RFCA	2016 Annual Govt A&A Update - Session 2	8.0
		<b>Total</b>	<b>22.0</b>
2015	Sponsor	Class	Hours
1/28/2015	RFCA	IRS Capitalization Regs, Elections & Changes	2.4
5/8/2015	RFCA	2015 Annual Govt A&A Update - Session 1	8.0
5/15/2015	RFCA	2015 Annual Govt A&A Update - Session 2	8.5
5/20/2015	VGFOA	VGFOA 2015 Spring Conference	4.0
6/19/2015	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.0
12/30/2015	BISK	Govt Accounting Report - QAS January 2015	3.0
12/30/2015	BISK	Govt Accounting Report - QAS April 2015	3.0
12/30/2015	BISK	Govt Accounting Report - QAS July 2015	3.0
12/30/2015	BISK	Govt Accounting Report - QAS October 2015	3.0
12/31/2015	BISK	GASB Concepts Statement 6	1.0
12/31/2015	BISK	The Effects of GAO's Focus on Auditor's Indep	1.0
12/31/2015	BISK	Accounting for Governmental Assets/Liabilitie	4.0
		<b>Total</b>	<b>42.9</b>

**Other Significant Jobs Assigned During the Engagement**

City of Fredericksburg  
 County of Fauquier, Virginia  
 Town of Vienna, Virginia

County of Louisa, Virginia  
 County of Westmoreland, Virginia  
 Northern Virginia Regional Park Authority



RFCA.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Lewisburg  
 Richmond  
 Staunton

---

**Resume**

---

**W. Benjamin Packett**

**Professional Experience**

Assisted in audits of counties, towns, school divisions, regional libraries, volunteer fire and rescue squads, school activity funds, as well as special audits of various federal grant projects.

**Education**

- University of Mary Washington  
Bachelor of Science in Business Administration

**Professional Positions**

2012 to Present - Associate, Robinson, Farmer, Cox Associates  
P.L.L.C., Certified Public Accountants

---



RFC.A.COM

Charlottesville  
Blacksburg  
Fredericksburg

Richmond  
Staunton

**W. Benjamin Packett**

**Continuing Professional Education**

<b>2016</b>	<b>Sponsor</b>	<b>Class</b>	<b>Hours</b>
1/21/2016	RFCA	RFC TY2015 Individ. & Corp. Tax Update	8.0
5/13/2016	RFCA	2016 Annual Govt A&A Update - Session 1	6.0
5/13/2016	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.0
5/20/2016	RFCA	2016 Annual Govt A&A Update - Session 2	8.0
		<b>Total</b>	<b>24.0</b>



RFCA.COM

Charlottesville  
Blacksburg  
Fredericksburg

Richmond  
Staunton

**Thomas P. Smith, CPA**

**Resume**

<b>Professional Experience</b>	Is a Director of Robinson, Farmer, Cox Associates, P.L.L.C. in the Firm's Charlottesville office. Participated in and managed audits of counties, towns, cities and public authorities in the Commonwealth of Virginia. Managed and participated in numerous audits of voluntary health and welfare organizations and other not-for-profit organizations. Developed and installed central accounting and purchasing systems for Virginia localities.
<b>Professional Associations</b>	<ul style="list-style-type: none"> <li>• Member, American Institute of Certified Public Accountants</li> <li>• Member, Virginia Society of Certified Public Accountants</li> <li>• Past Member of the Virginia Society of Certified Public Accountants Governmental Auditing Committee</li> <li>• Member, Auditor of Public Accounts' GASB 34 Local Government Focus Group</li> </ul>
<b>Education</b>	<ul style="list-style-type: none"> <li>• College of William &amp; Mary, Bachelor of Business Administration</li> <li>• Virginia Commonwealth University, M.S. Business Administration</li> </ul>
<b>Professional Registration</b>	<ul style="list-style-type: none"> <li>• Commonwealth of Virginia, Certified Public Accountant</li> </ul>
<b>Professional Achievement</b>	<ul style="list-style-type: none"> <li>• American Institute of Certified Public Accountants, Certificate of Educational Achievement in Governmental Accounting and Auditing.</li> <li>• Virginia Business November 2001 Super CPA</li> </ul>
<b>Professional Positions</b>	<p>2008 to Present - Director, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants</p> <p>1998 to 2008 - Member, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants</p> <p>1983 to 1998 - Principal, Robinson, Farmer, Cox Associates P.C., Certified Public Accountants</p> <p>1980 to 1983 - Associate, Robinson, Farmer, Cox Associates P.C., Certified Public Accountants</p> <p>1977 to 1980 - Associate, Daniel A. Robinson &amp; Associates Certified Public Accountants</p>



RFC.A.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Lewisburg  
 Richmond  
 Staunton

**Thomas P. Smith, CPA**

**Continuing Professional Education**

2016	Sponsor	Class	Hours
1/18/2016	RFCA	RFC TY2015 Individual & Corp. Tax Update	8.0
4/29/2016	VSCPA	MS Excel Pivot Tables In-Depth, Data Analysis	8.0
5/4/2016	VGFOA	VGFOA 2016 Spring Conference	13.0
5/13/2016	RFCA	2016 Annual Govt A&A Update - Session 1	6.0
5/13/2016	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.0
5/20/2016	RFCA	2016 Annual Govt A&A Update - Session 2	9.6
<b>Total</b>			<b>46.6</b>
2015	Sponsor	Class	Hours
1/19/2015	RFCA	RFC TY2014 Individual & Corp. Tax Update	8.0
1/28/2015	RFCA	IRS Capitalization Regs, Elections & Changes	2.4
5/1/2015	VGFOA	VGFOA Central VA Region Training	6.5
5/8/2015	RFCA	2015 Annual Govt A&A Update - Session 1	8.0
5/15/2015	RFCA	2015 Annual Govt A&A Update - Session 2	9.7
5/20/2015	VGFOA	VGFOA 2015 Spring Conference	11.5
6/2/2015	RFCA	Tax Complexities in the Sale of Partnership	2.5
6/16/2015	AICPA	Common Pitfalls in Reporting & Disclosure	2.0
6/19/2015	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.0
6/23/2015	AICPA	Common Pitfalls in Auditing EBP Investments	2.0
11/30/2015	VSCPA	Don Farmer's 2015 Federal Tax Update	8.0
<b>Total</b>			<b>62.6</b>

**Other Significant Jobs Assigned During the Engagement**

Maury Service Authority  
 Nelson County Service Authority



RFCA.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Lewisburg  
 Richmond  
 Staunton

**Kristen L. Choate, CPA**

**Resume**

<b>Professional Experience</b>	Is a Member of Robinson, Farmer, Cox Associates, P.L.L.C. in the Firm's Charlottesville office. Participated in and managed audits of counties, towns, cities and public authorities in the Commonwealth of Virginia. Managed and participated in numerous audits of voluntary health and welfare organizations and other not-for-profit organizations. Kristen directs quality control for the Firm's six
<b>Professional Activities</b>	<ul style="list-style-type: none"> <li>• Member, Special Review Committee, Government Finance Officers Association</li> </ul>
<b>Professional Associations</b>	<ul style="list-style-type: none"> <li>• Member, American Institute of Certified Public Accountants</li> <li>• Member, Virginia Society of Certified Public Accountants</li> <li>• Member, Government Finance Officers Association</li> <li>• Member, Virginia Government Finance Officers Association</li> <li>• Member, Association of Certified Fraud Examiners</li> </ul>
<b>Education</b>	<ul style="list-style-type: none"> <li>• Radford University, Bachelor of Business Administration</li> </ul>
<b>Professional Registration</b>	<ul style="list-style-type: none"> <li>• Commonwealth of Virginia, Certified Public Accountant</li> </ul>
<b>Professional Achievement</b>	<ul style="list-style-type: none"> <li>• Virginia Business November 2010 Super CPA</li> </ul>
<b>Professional Positions</b>	<p>2015 to Present - Member, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants</p> <p>2007 to 2015 - Director, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants</p> <p>2000 to 2007 - Associate, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants</p>



RFC.A.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Lewisburg  
 Richmond  
 Staunton

**Kristen L. Choate, CPA**

**Continuing Professional Education**

2016	Sponsor	Class	Hours
1/18/2016	RFCA	RFCA TY2015 Individual and Corp. Tax Update	8.0
1/22/2016	AICPA	EBPAQC Designated Partner 2016 Audit Plng.	2.0
4/19/2016	AICPA	GAQC 2016 Annual Update Webcast	2.0
4/29/2016	VSCPA	MS Excel Pivot Tables In-Depth, Data Analysis	8.0
5/4/2016	VGFOA	VGFOA 2016 Spring Conference	8.0
5/13/2016	RFCA	2016 Annual Govt A&A Update - Session 1	8.0
5/13/2016	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.0
5/20/2016	RFCA	2016 Annual Govt A&A Update - Session 2	9.2
<b>Total</b>			<b>47.2</b>
2015	Sponsor	Class	Hours
1/21/2015	AICPA	EBPAQC Designated Partner 2015 Audit Plng.	2.0
1/28/2015	AICPA	Understanding the SSARS 21 Clarification	2.0
1/28/2015	RFCA	IRS Capitalization Regs. Elections & Changes	2.4
2/5/2015	AICPA	Uniform Guidance for Federal Awards	2.0
4/28/2015	AICPA	GAQC 2015 Annual Update Webcast	2.0
5/1/2015	VGFOA	VGFOA Central VA Region Training	6.5
5/8/2015	RFCA	2015 Annual Govt A&A Update - Session 1	10.4
5/15/2015	RFCA	2015 Annual Govt A&A Update - Session 2	6.5
5/20/2015	VGFOA	VGFOA 2015 Spring Conference	8.0
6/19/2015	VSCPA	Virginia CPA Ethics: 2015 Required Course	2.0
<b>Total</b>			<b>43.8</b>

**Other Significant Jobs Assigned During the Engagement**

County of Brunswick, Virginia	Charlottesville-Albemarle Airport Authority
County of Buckingham, Virginia	Hampton Roads Regional Jail
Capital Region Airport Commssion	Western Tidewater Regional Jail



RFCA.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Lewisburg  
 Richmond  
 Staunton

**William T. Gardner, CISA, CEH**

**Resume**

<b>Professional Experience</b>	Participated in numerous local government consulting and auditing engagements. Provided complete IT reviews for various localities and other entities in the Commonwealth of Virginia. Provided management and technological consulting services for both governmental and non-governmental clients. Provides Information Technology support for multiple clients throughout the Commonwealth of Virginia.
<b>Professional Associations</b>	<ul style="list-style-type: none"> <li>• Member, Information Systems Audit and Control Association (ISACA)</li> </ul>
<b>Education</b>	<ul style="list-style-type: none"> <li>• Averett University, Bachelor of Science Computer Information Systems</li> </ul>
<b>Professional Certifications</b>	<ul style="list-style-type: none"> <li>• Certified Information Systems Auditor (CISA)</li> <li>• Certified Ethical Hacker (CEHv7)</li> <li>• Security+ce</li> <li>• Network+ce</li> </ul>
<b>Professional Positions</b>	<p>2013 to Present - Director of Information Technology, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants Charlottesville, Virginia</p> <p>2007 to 2013 - IT Audit Consultant &amp; Systems Admin, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants Charlottesville, Virginia</p> <p>2001 to 2007 - IT Help Desk Specialist I, University of Virginia Parking and Transportation Department Charlottesville, Virginia</p>

**Other Significant Jobs Assigned During the Engagement**

IT Reviews on and as needed basis



RFC.A.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Fairfax  
 Richmond  
 Staunton

**CONTINUING PROFESSIONAL EDUCATION**

Robinson, Farmer, Cox Associates requires a minimum of forty (40) hours of continuing professional education of all certified public accountants on staff. Further, the firm provides semi-annual in house staff seminars which review current accounting, auditing and reporting topics inclusive of current legislative matters.

The Firm's policy meets and exceeds the continuing professional education requirements established by the Virginia Society of Certified Public Accountants.

Below is a page from Robinson, Farmer, Cox Associates In-House CPE Agenda 2016.

**ROBINSON, FARMER, COX ASSOCIATES  
 2016 ANNUAL GOVERNMENTAL ACCOUNTING AND AUDITING UPDATE  
 MAY 20, 2016**

TOPIC	SPEAKER	MINUTES	TIME
I. Opening Remarks	Andrew Grossnickle	10	8:30-8:40
II. General Auditing Updates CPE Requirements Single Audit and Employee Benefit Plan Certificates Nonaudit Services Other Matters	Kristen Choate Jenn Lyster	30	8:40-9:10
III. Recent GASB Statements: No 72 Fair Value Measurement and Application No 73 Accounting and Financial Reporting for Pensions and Related Assets That are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68 No 74 Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans No 75 Accounting and Financial Reporting for Postemployment Benefits Other Than Pension No 76 The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments No 77 Tax Abatement Disclosures No 78 Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans No 79 Certain External Investment Pools and Pool Participants No 80 Blending Requirements for Certain Component Units-an amendment of GASB Statement No. 14 No 81 Irrevocable Split-Interest Agreements No 82 Pension Issues-an amendment of GASB Statements No. 67, No. 68, and No. 73	Tom Smith	40	9:10-9:50
IV. GAQC Updates AICPA Standards GAO and Single Audit For-Profit Audits Including HUD State and Local Govt Matters (GASB, etc.) NFP (FASB, etc.)	Group Study	120	10:00-12:00
V. Knowledge Check Audit Sampling Uniform Guidance Other Audit/Attestation Areas	Jessica Cadwalader/ Sandra Fuentes	30	12:30-1:00
VI. Auditor of Public Accounts Update	Rachel Reamy (APA) Melissa Burke	75	1:00-2:15
VII. GASB 68 Year 2 and Fair Value Implementation	Melissa Blow	35	2:25-3:00
VIII. IT Reviews SharePoint Upgrade	Billy Gardner	60	3:00-4:00
	Total minutes	<u>400</u>	
	Total hours	<u>8</u>	



RFC.A.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Lewis  
 Richmond  
 Staunton

## PROJECT AND MANAGEMENT APPROACH

---

### General Overview

- The audit will include the financial records of all funds and component units comprising the Town's Financial Report. An independent auditor's opinion will be expressed on the fairness of financial statements presented in conformity with generally accepted accounting principles.
- The audit of the Town will be performed and the Financial Report prepared in accordance with the Principles of Governmental Accounting, Auditing and Financial Reporting (GAAFR) and the standards of financial audits contained in the United States General Accounting Office's Government Auditing Standards, Office of Management and Budget Circular A-133, if applicable, and Specifications for Audit of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. As a part of our audit, compliance tests will be conducted in connection with our review of the Town's system of internal control for the purpose of submitting our written report on material weaknesses in internal control/reportable conditions included in the Independent Auditors' Report on Internal Accounting Control over Financial Reporting and Compliance. The Federal programs compliance audits shall be conducted in accordance with the Single Audit Act.
- We will prepare the Schedule of Expenditures of Federal Awards for the Town, if applicable. In addition we will prepare the Notes to Schedule of Expenditures of Federal Awards and Schedule of Findings and Questioned Costs. We will prepare the Data Collection Form required by OMB Circular A-133 for submission to the Federal Audit Clearinghouse as part of our Reporting Package.
- If needed during the course of our engagement we will perform a Treasurer Turnover audit.

The audit plan is designed to meet our requirements while minimizing the impact on your operations.



RFC.A.COM

Charlottesville  
Blacksburg  
Fredericksburg

Richmond  
Staunton

### General Overview: (Continued)

- If applicable, we will prepare the GFOA Certificate of Achievement for Excellence in Financial Reporting - Checklist based upon our review of the CAFR against the GFOA certificate program checklist. In addition to possible / potential comments which arise from the checklist review we will provide the Town with our comments / suggestions for consideration in making editorial changes or other changes based upon our review of the financial report, general ledger reports or other CAFR inconsistencies.
- We will provide the Town Council a report on internal controls which contains recommendations to strengthen internal controls if we deem necessary.
- In addition to the Council meeting, we will meet with the Treasurer and Town Manager during field work and at the end of the fieldwork. The purpose of these meetings is to keep all integral parties fully informed on the scope and progress of the audit.
- We will perform certain limited procedures involving the Management's Discussion and Analysis (MD&A) and Required Supplementary Information (RSI) required by GASB as mandated by Generally Accepted Auditing Standards (GAAS) and we will inform the Treasurer with any comments or recommendations for any improvements as the result of performing these procedures.

The following describes our approach to management of audit field work by major audit task. The audit tasks are presented, where applicable, in chronological order.

### Auditor Responsibilities

- The auditor will be responsible for issuing an opinion on each of the entity financial reports previously described. These opinions will be issued, in the case of the Town's CAFR, on the combined, combining and individual fund and component unit financial statements.

The Firm has significant expertise in assisting Local Governments Achieve & Sustain GFOA Certification



*RFCA.COM*

Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton

Auditor Responsibilities: (Continued)

- We anticipate utilizing our standard governmental audit programs when performing our audits. Our programs are updated on an annual basis and are reflective of our numerous governmental audit clients. However, we may use tailor-made audit programs for specific audit areas based upon our review and evaluation of internal accounting controls. Matters which may come to our attention during our preliminary audit field work may also influence our decision to use tailor-made audit programs.
- We may utilize statistical sampling in our audit procedures. The decision to use statistical sampling will be based primarily on our review of internal accounting controls and our anticipated reliance thereon.
- We anticipate using substantive and analytical testing of transactions and account balances for purposes of verification of the entity's financial statements.
- We will assess audit risk for all significant audit areas and will concentrate our audit tests on areas that are deemed to be moderate to high risk areas. The extent of our audit tests will be based on our audit risk assessments.
- Computer specialists will be utilized to the extent deemed necessary based on our review of internal accounting controls as they relate to the Town EDP systems.
- We utilize portable personal computers with spreadsheet applications in a significant portion of our audit tasks and analytical review procedures. All of our audit staff has a working knowledge of spreadsheet applications and computerized accounting systems.
- We expect the Town staff to assist us in our audit primarily as detailed in the outline of Task Responsibilities. We also will utilize such staff to answer questions related to the Town's internal accounting control structure and related matters.

Evaluation of Internal Control/Assessment of Audit Risk

- We will perform risk assessments of material misstatements in the financial statements and perform a detailed evaluation of internal controls. We will review organization charts, accounting manuals, job descriptions, software documentation, and employee interviews, and we will document our findings. Our assessments and evaluations will be organized into accounting cycles or transaction classes. Based upon our assessment of audit risks we will identify what Town staff is doing to mitigate financial statement misstatements, if any exist.

Pre-audit Entrance Conference, Progress Reports and Exit Conferences

- At the pre-audit entrance conference we will meet with the Treasurer and other officials to discuss the scope of the audit and any problem areas identified in previous engagements and corrective action taken by the Town. Also, we shall review our audit program, identify tasks and target dates for both our field auditors as well as Town staff, and identify the records to be retrieved.



*RFCA.COM*

*Charlottesville  
Blacksburg  
Fredericksburg  
Louisville  
Richmond  
Staunton*

### Pre-audit Entrance Conference, Progress Reports and Exit Conferences: (Continued)

- Progress reports on the audits will be made as required and as the audit progresses. Any additional audit schedules, information and related items will be identified in these reports.
- Exit conferences will be held with the Treasurer, and with appropriate Town and management personnel at the completion of the audits.
- Final drafts of the opinions, financial statements, reports on compliance, management letter comments and related items will be reviewed with appropriate management staff prior to the issuance of the final documents.
- A presentation of the Comprehensive Annual Financial Report will be made to the Town Council.

### Data Processing Controls

- Our review of data processing controls will consider the security and control exercised over physical security of hardware, security of information and systems viability. Our data processing control questionnaire will consider such controls as:
  - Access to input devices
  - Adequacy of audit trail
  - Segregated duties
  - Control over facilities
  - Physical security
  - Report distribution controls
  - User controls
  - Maintenance of computer services
  - Completeness and accuracy of data entry
  - Maintenance of data integrity
  - Systems development

### Design and Conduct Compliance Tests of Internal Controls

- For those strengths in internal control that are to be relied upon in order to limit the scope of further substantive testing, compliance tests are conducted to ensure that the controls identified are performing as described. Town staff may be asked to provide assistance in retrieving various documents. Compliance Tests will be conducted.

### Information Technology Services

- Information Technology (IT) systems are a vital contingent of Town's operations. These systems support activities, allowing departments to integrate with one another, supporting interoperability between geographically separate functions, increasing efficiency, and providing a host of other value-added benefits. Furthermore, these systems warehouse a tremendous amount of data, much of which is sensitive in nature and vital to the Town. For these reasons, it is of essential that the Town's IT systems operate in a secure, reliable environment.



RFCA.COM

Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton

### Information Technology Services: (Continued)

- Robinson Farmer Cox's provides a comprehensive IT systems review as part of our audit services. The systems review is all-inclusive, and covers areas which are essential to effective, secure, and fault-tolerant operations. Our personnel will work with Town IT staff to cover areas such as:
  - Policy and procedure usage and development;
  - Systems security (from internal, external, physical, and electronic standpoints);
  - Virus and related network risk protection;
  - Data backup and related procedures;
  - Organizational strategic planning; and
  - Contingency and related preparatory activities.
- Following our review, we will provide a set of recommendations for improving the effectiveness of the Town's Information Technology operations. RFC is also available to assist Town IT staff in implementing these recommendations if necessary.
- In addition to our general systems review, we may utilize comprehensive data analysis services in specific areas, if deemed necessary. To facilitate this analysis, RFC utilizes one of the most highly-regarded data mining software packages available. Our methodology allows us to examine tremendous amounts of data to identify anomalies which may be caused by fraud or other factors. These inconsistencies can be difficult to detect via normal scrutiny, making our data analysis services extremely useful for the Town.
- Our services in the systems sector utilize quality, proven methods for increasing the efficiency, security, and fault-tolerance of Information Technology operations. RFC takes pride in making these services a valuable tool for Town management.

### Substantive Testing of Systems and Transactions

- This method of audit testing will be the primary source of obtaining audit evidence. The scope of such tests shall be determined by the results of compliance tests of internal control. Town staff may be asked to assist with retrieval and compilation of such audit evidence.

### Year-end Cut-off Procedures

- At or about June 30 we may perform cash cut-off procedures, verify inventories, and obtain various independent confirmation letters for mailing.



*RFCA.COM*

*Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton*

### Verification and Reconciliation of Account Balances

- This process will include the comparison of independent confirmations received with account balances and other tests of verification. These tested will be performed as part of final audit field work.

### Review of Documents

- Official minutes of the Town, administrative policies, and inter-jurisdictional contracts shall be read through the last day of audit field work in order to ensure compliance with statutory provisions, legal obligations and Town policies, and to identify possible subsequent events that may warrant disclosure in the financial statements.

### Obtain Letters of Representation

- We will obtain letters of representation from Town officials and legal counsel on such items as: litigation, inventories, liabilities, compliance with The Board of Supervisors actions, and such other representations as deemed necessary during the course of our audit.

### Prepare Audit Adjusting Entries

- Should our audit procedures result in journal entries, we shall review them with the Town staff during the completion of the field work.

### Prepare Management Comments

- At the end of audit field work, all deficiencies, comments and suggestions identified during the performance of the audit shall be discussed with appropriate personnel and summarized in a Management Letter. If deficiencies are identified that may have a material impact on the financial statements, our auditors' opinion shall be modified accordingly.

### Irregularities and Illegal Acts

- We will make an immediate written report of all irregular and illegal acts to the following:
  - Town Council of Town of Occoquan
  - Town Manager
  - Treasurer



*RFC.A.COM*

*Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton*

### Reporting on Exit Interview

- We will meet with the Treasurer and other town personnel and assure that the Town is informed of each of the following:
  1. The auditor's responsibility under generally accepted audit standards
  2. Significant accounting policies
  3. Management judgments and accounting estimates
  4. Significant audit adjustments
  5. Other information in documents containing audited financial statements
  6. Disagreements with management
  7. Management consultation with other accountants
  8. Major issues discussed with management prior to retention
  9. Difficulties encountered in performing the audit

### Render an Opinion on the Financial Statements

- The auditors' reports on financial statements shall be prepared in time to allow final report delivery by December 31<sup>st</sup>. A presentation to the Town Council will be made by January 31<sup>st</sup>.

### Audit Tasks

- A summary of major audit tasks is as follows:
  - I. Pre-audit entrance conference with Treasurer and appropriate officials;
  - II. Evaluation of internal control;
  - III. Testing of systems and transactions;
  - IV. Verification and reconciliation of account balances;
  - V. Review of documents (i.e., minutes, contracts, policies, etc.);
  - VI. Obtain letters of representation from Town officials on such items as:
    - Litigation,
    - Inventories,
    - Liabilities, and
    - Compliance with state law, actions of The Board of Supervisors/School Board, and intergovernmental grant conditions, etc.;
  - VII. Prepare reports and render an opinion on the financial statements;
  - VIII. Post-audit exit conference with the Treasurer and other staff as appropriate.



*RFCA.COM*

*Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton*

### Preliminary Audit Tasks

- Our firm anticipates beginning preliminary audit procedures commencing as soon as possible in an effort to identify early audit problem areas, to monitor the closing process and to achieve an early report delivery date. We anticipate that the major audit tasks to be performed on a preliminary basis would be as follows:
  - Review internal control;
  - Review and evaluation of internal audit workpapers and reports;
  - Procedural tests of transactions;
  - Test bank reconciliations; and
  - Confirm accounts receivable; and
  - Observation of inventories/fixed assets
  
- Analytical procedures and our audit risk assessments will be used in the planning phase of the audit in determining the nature, timing and extent of audit procedures that we will use to obtain audit evidence in support of specific account balances or types of transactions. Those analytical procedures are neither designed nor intended to preclude appropriate substantive tests. Further, analytical procedures will be used in the overall review of the audited financial statements.
  
- Analytical procedures will consist of ratios, variance and trend analysis based on demographic statistics where appropriate.

### Audit Workpapers

- Audit workpapers will be made available to the Town and related entities, and applicable regulatory and/or authorized agencies, if required, for (5) years. The Town may request in writing an extension of this period.



*RFCA.COM*

*Charlottesville  
Blacksburg  
Fredericksburg  
Louisville  
Richmond  
Staunton*

## REPRESENTATIVE PROJECTS

We have listed below a partial list of current governmental audit clients:

### Cities

- |                          |                        |                        |
|--------------------------|------------------------|------------------------|
| ♦ City of Buena Vista    | ♦ City of Lexington    | ♦ City of Petersburg   |
| ♦ City of Fredericksburg | ♦ City of Martinsville | City of Radford        |
|                          |                        | ♦ City of Williamsburg |

### Towns

- |                      |                        |                     |
|----------------------|------------------------|---------------------|
| Town of Blackstone   | ♦ Town of Purcellville | Town of Victoria    |
| Town of Cape Charles | ♦ Town of Rocky Mount  | ♦ Town of Warrenton |
| Town of Crewe        | Town of Surry          | ♦ Town of Woodstock |
| Town of Orange       | Town of Tappahannock   | ♦ Town of Vienna    |

### Counties

- |                     |                       |                        |
|---------------------|-----------------------|------------------------|
| ♦ Accomack County   | ♦ Fauquier County     | Matthews County        |
| Amelia County       | ♦ Fluvanna County     | Nelson County          |
| ♦ Albemarle County  | ♦ Frederick County    | ♦ New Kent County      |
| Appomattox County   | ♦ Gloucester County   | ♦ Northampton County   |
| Brunswick County    | Greene County         | Northumberland County  |
| Buckingham County   | Greensville County    | Nottoway County        |
| ♦ Campbell County   | Halifax County        | Richmond County        |
| Charlotte County    | King and Queen County | Prince Edward County   |
| Charles City County | Lancaster County      | ♦ Prince George County |
| Clarke County       | ♦ Louisa County       | ♦ Surry County         |
| ♦ Culpeper County   | Lunenburg County      | Sussex County          |
| Cumberland County   | Madison County        | Warren County          |
| Essex County        |                       | Westmoreland County    |

### School Activity Funds

- |                       |                      |                       |
|-----------------------|----------------------|-----------------------|
| Albemarle County      | Charlottesville City | New Kent County       |
| Alexandria City       | Clarke County        | Northampton County    |
| Amelia County         | Essex County         | Prince George County  |
| Campbell County       | Gloucester County    | Prince William County |
| Colonial Beach Town   | Hopewell City        | Surry County          |
| Colonial Heights Town | Loudoun County       | Sussex County         |

### Authorities

- |   |   |
|---|---|
| ♦ Charlottesville Albemarle Airport Authority     | ♦ Rapidan Service Authority               |
| ♦ Campbell County Utilities and Service Authority | ♦ Rappahannock Regional Jail Authority    |
| ♦ Fauquier County Water & Sanitation Authority    | ♦ Rivanna Solid Waste Authority           |
| ♦ Hampton Roads Regional Jail Authority           | ♦ Rivanna Water and Sewer Authority       |
| ♦ Meherrin River Regional Jail Authority          | ♦ Western Virginia Water Authority        |
| ♦ Northern Virginia Regional Park Authority       | Western Tidewater Regional Jail Authority |

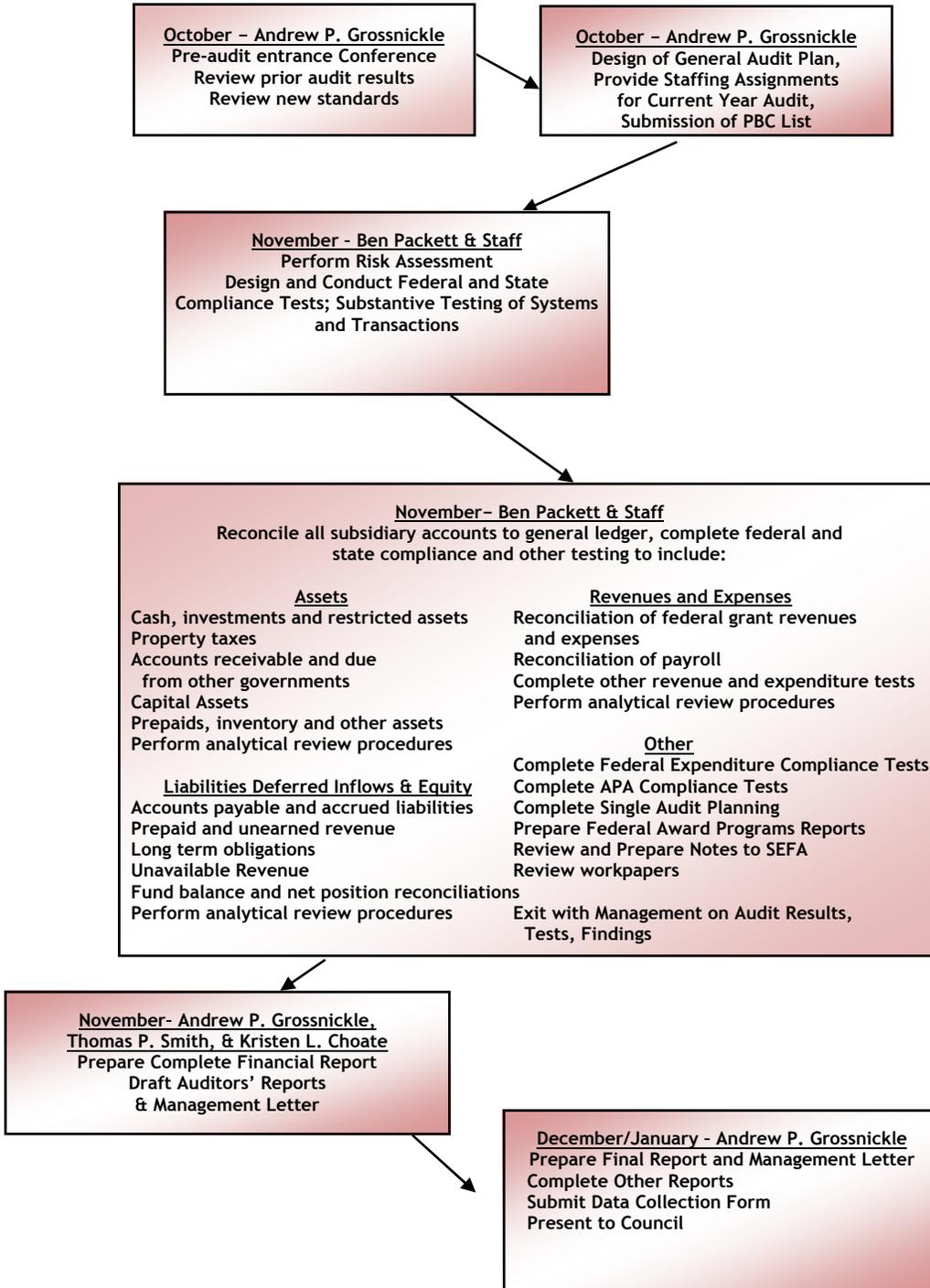
- ♦ **Submits report to Government Finance Officers Association**



RFC.A.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Lewisburg  
 Richmond  
 Staunton

**PROPOSED PROJECT SCHEDULE**



RFC.A.COM

Charlottesville  
 Blacksburg  
 Fredericksburg  
 Lewis  
 Richmond  
 Staunton

## **PROFESSIONAL REFERENCES**

---

In addition to presently being engaged as auditors to 60 Virginia counties (including School Boards), the firm is engaged as auditors for numerous towns, cities, public service authorities, industrial development authorities, and various regional agencies and nonprofit entities in Virginia.

We have listed below 3 current Virginia governmental audit clients that are similar to the Town of Occoquan. They all have been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association for several years. The Town is encouraged to contact any references listed below for a letter or verbal recommendation of reference. Andrew P. Grossnickle serves as the Member-in-Charge on each of these engagements.

### **City of Fredericksburg, Virginia**

Mr. Clarence Robinson, Director of Fiscal Affairs  
715 Princess Anne Street  
Fredericksburg, Virginia 22404  
540-372-1017

### **County of Louisa, Virginia**

Mr. Christian Goodwin, County Administrator  
1 Woolfolk Avenue  
Louisa, Virginia 23093  
540-967-0401

### **Town of Vienna, Virginia**

Ms. Marion Serfass, CPA, Deputy Finance Director  
127 Center Street, South  
Vienna, Virginia 22180  
703-255-6322



*RFC.A.COM*

*Charlottesville  
Blacksburg  
Fredericksburg  
Richmond  
Staunton*

TOWN OF OCCOQUAN, VIRGINIA  
Request for Proposals - Professional Audit Services  
Nonbinding Cost Estimate

---

	FY16	FY17	FY18	FY19
TOWN AUDIT**	\$ <u>10,000</u>	\$ <u>10,250</u>	\$ <u>10,500</u>	\$ <u>10,750</u>

\*\* These nonbinding cost estimates are lump-sum estimates. The Town will not be billed for any routine phone calls or meetings with Town officials. We are available to answer questions throughout the year as they arise.

The fees above are based on current governmental accounting and auditing standards. Any effects of significant changes in these standards will be discussed with management. Any fee adjustment will be mutually agreed upon.

Fixed Hourly Rates for Additional Services:

Partner - Manager	\$ 175
Manager - NonPartner	125
Quality Control Member	150
Technical Director	125
Technology Consultant	100
Senior Accountants	110
Staff Accountants	80
Clerical/Administrative Aide	75



RFC.A.COM

Charlottesville  
Blacksburg  
Fredericksburg  
Louisville  
Richmond  
Staunton



## **REQUEST FOR PROPOSAL**

**ISSUE DATE: July 21, 2016**

**RFP # 2016-001**

**TITLE: Annual Financial Audit Services**

Electronic Proposals will be received until **August 15, 2016 at 3:00 PM** for furnishing the products and/or services described herein. (Original deadline of July 25, 2016 extended to August 15, 2016.)

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

Abigail Breeding, Town Treasurer

Phone: (703) 491-1918 Ext. 4

E-Mail: [abreeding@occoquanva.gov](mailto:abreeding@occoquanva.gov)

**PROPOSALS SHALL BE EMAILED WITH "PROPOSAL #2016-001" CONTAINED IN THE SUBJECT LINE & DELIVERED TO:**

**Via Email:**

Abigail Breeding, Town Treasurer  
[abreeding@occoquanva.gov](mailto:abreeding@occoquanva.gov)

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 Auditor 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 Town of Occoquan (hereinafter the “Town”) hereby solicits proposals from qualified certified public accountants and accounting professionals (hereinafter the “Auditor”) in order to conduct an independent audit of the accounts, books and records of the Town for each of the fiscal year(s) ending June 30, 2016 through June 30, 2019. The successful Auditor(s) shall furnish all labor, materials, equipment and supervision necessary for providing audit services.

2.0 **COMPETITION INTENDED:** It is Town’s intent that this Request for Proposal (RFP) permit competition. It shall be the Auditor’s responsibility to advise the Town Treasurer, 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 Treasurer by 12:00 PM on August 5, 2016.

3.0 **BACKGROUND:** The Town is centrally located between Richmond and Washington D.C. along the Occoquan River near Interstate 95. The Town has need of auditing services to conduct an independent audit of the accounts, books and records in accordance with generally accepted auditing standards; the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the provisions of the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and the Specifications for Audits of Counties, Cities and Towns.

4.0 **PERIOD OF PERFORMANCE/DELIVERABLES:** Any contract(s) resulting from this solicitation shall be for the period of one year with three (3) additional one-year renewal options. Auditors 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.

5.0 **SCOPE OF SERVICES:** The Auditor’s programs and work papers shall be available for routine review by the Town Treasurer upon request. The Auditor shall retain work papers related to the Town audit for three years after final issuance of audit reports, and make such work papers available to its successor in the event of contract termination without additional charge to the Town or successor auditor. The Town shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Auditor, from doing so.

5.1 **Confidentiality:** The Town possesses certain confidential systems and data. The Auditor agrees to protect the confidentiality of such documents and data. Furthermore, the Auditor shall indemnify and hold the Town harmless for any damages, direct or consequential that may arise from the Auditor’s breach of confidentiality.

5.2 **Financial Statements:** The Auditor shall audit all funds of the Town in accordance with generally accepted auditing standards; the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the provisions of the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and the Specifications for Audits of Counties, Cities and Towns. The audit shall result in the rendering of the Auditor’s opinion on the financial statements prepared by the Town, including general purpose financial statements. The Auditor's opinion shall be unqualified, unless the Auditor immediately notifies the Town the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

5.3 **Internal Controls and Compliance:** In connection with the audit of the financial statements, the Auditor shall consider, test, and report on internal controls and compliance in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards, OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and the Specifications for Audits of Counties, Cities and Towns.

5.4 **Audit Schedule:** The Town records shall be examined so that fieldwork is completed to finalize the Annual Financial Report, including a management letter and auditors reports prior to November 30th of each year. The presentation of the Annual Financial Report to the Occoquan Town Council shall be no later than the last board meeting in January of each year. Attached are two copies of the last two fiscal years Annual Financial Report for the Town of Occoquan. See Exhibit A.

5.5 **Assistance Provided by the Town:** The Town will assemble the required supporting documentation, prepare

the necessary confirmations and correspondence, and provide other accounting data needed by the external auditors. The Town shall provide suitable space for the Auditor to conduct their field review and testing, shall provide or make available any records or other supporting documentation the Auditor may reasonably require to conduct the audit and will otherwise cooperate in the completion of the audit in any way reasonably required by the Auditor. Following the completion of the annual financial report, the Auditor will print and distribute to the Town Treasurer fifteen bound copies of the report and provide an electronic copy of the final report.

5.6 **Correspondence:** The Town will schedule conferences between the Auditor and the Town before the Auditor begins the preliminary work on the auditing services and at the end of completing the auditing services. The purpose of the meeting prior to preliminary work is to discuss the Town engagement letter and the Auditor's audit plans. The purpose of the final meeting is to report on the opinion and reports provided by the auditor, to provide required communications and to conduct any necessary discussions. The Auditor shall schedule conferences with the Town Treasurer and the Town Manager on a regular basis. The purpose of these meetings is for the Auditor and Town to keep each other informed of the progress of the audit. The Auditor shall make an immediate written report to the Town Treasurer of all changes in key Auditor personnel assigned to the Town's Audit.

## 6.0 PROPOSAL PREPARATION AND SUBMISSION

### General Requirements

6.1 In order to be considered for selection, Auditors 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. **No other distribution of the proposal shall be made by the Auditor.**

6.2 Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the Auditor's capabilities to provide the required services.

6.3 Proposals shall be submitted via e-mail to [abreeding@occoquanva.gov](mailto:abreeding@occoquanva.gov). The entire proposal should be contained in a single electronic file where practical. All documentation submitted with the proposal should be contained in that single electronic file.

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

6.5 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 Auditor 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)**

### Submittal Requirements

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

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

6.7 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](http://www.occoquanva.gov).

---

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

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

6.9 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.

6.10 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.

6.11 Provide a list of the local office’s municipal government clients for the three preceding fiscal years. Indicate the type(s) of services performed and the number of years served for each. Also, indicate the years in which each client received a GFOA Certificate of Achievement for Excellence in Financial Reporting. Provide the name of a reference and the individual’s telephone number for each client listed for which services were provided in fiscal years 2012 to 2014. Indicate the local office’s experience in providing additional services to local government clients by listing, for the last three years, the name of each government, the type(s) of service performed and the year(s) of engagement.

6.12 List professional staff to be assigned to the contract. Describe the qualifications and experience of the proposed project team members.

6.13 Response Capability: Provide information about the availability of support services (e.g., phone support, meetings) when needed.

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

6.15 References: The Auditor 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 Auditor. The Town must be able to contact references without notification to the Auditor.

6.16 Cost Estimates: **Cost estimates must be included in the proposal submittal.** Auditor’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:	July 21, 2016
Questions Due:	August 5, 2016 – 12:00 PM
Proposals Due:	August 15, 2016 – 3:00 PM
Interviews/Oral Presentations	August 17, 2016
Anticipated Contract Award:	September 6, 2016

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:

<b>Evaluation Criteria</b>	<b>Assigned Weight</b>
1. Cost	50%
2. Experience/Qualifications/Ability to Perform	30%
3. Past performance, scheduling performance, and general overall responsiveness	15%
4. References	5%

The Auditors 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 Auditors 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 Auditors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Auditor 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 Auditor. Otherwise, negotiations with the Auditor ranked first shall be formally terminated and negotiations conducted with the Auditor 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 Auditor is fully qualified, or that one Auditor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Auditor. The Town may award contracts to more than one Auditor. 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 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

<b>9. Regular Business</b>	<b>Meeting Date:</b> September 6, 2016
<b>9 C: Request to Award Contract for Snow Removal Services</b>	

**Explanation and Summary:**

This is a request to extend the existing contract with Virginia Lawn Service for the Town's snow and ice removal operations for one year, fiscal year 2017. This contractor provided snow removal services to the Town during its FY 2015 and 2016 winter seasons and is currently the Town's landscaping service provider.

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

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

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

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

**Account Number:** General Fund – Public Works – Contracts - Snow Removal

**Proposed/Suggested Motion:**

"I move to extend the existing contract with Virginia Lawn Service for snow and ice removal services for one year, Fiscal Year 2017, and to set a not-to-exceed amount of \$5,000."

OR

Other action Council deems appropriate.

**Attachments: (1)** FY 2016 Executed Contract

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 **Virginia Lawn Services** (hereinafter "Contractor"), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions:

SOLICITATION TITLE: **2015-2016 Snow Removal Services**

SOLICITATION NUMBER: N/A

**I. DEFINITIONS**

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

6. "Town" means the Town of Occoquan, Virginia, the Town Council, or the Council's designee assigned responsibility for this Contract, as permitted by the context.
7. "Using Department" for purposes of this Contract shall mean Town of Occoquan.

## **II. FORMATION**

### **A. Conditions Precedent to Formation:**

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

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

### **B. Parties**

1. The sole parties to this Contract are the Town of Occoquan and the Contractor.
2. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
3. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
4. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall

be solely between those parties. The Town shall not be a party to any of these Contracts.

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

#### **C. Authority to Execute**

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

#### **D. Incorporation of Documents**

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

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

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

## **E. Effective Date**

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

## **III. PERFORMANCE**

### **A. Scope of Work**

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

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

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

#### **B. Notice to Proceed**

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

#### **C. Contacts**

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

#### **D. Acceptance of Work**

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

#### **E. Warranty**

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

#### **F. Invoices**

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

## G. Payment

1. In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to section IV.D) of this Contract relating to “Non-appropriation of Funds,” the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later provided that an unconditional lien release is provided from the Contractor and all subcontractors who provided any goods and/or services for which the Town is being charged.
2. With Construction contracts, the Town shall retain 10% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
3. Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, the Contractor agrees to:
  - a. Pay each subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by each subcontractor under that contract; or
  - b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

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

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

## **IV. TERM AND TERMINATION**

### **A. Base Term and Extensions**

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

### **B. Termination for Default**

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

### **C. Termination for Convenience**

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

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

#### **D. Termination for Non-Appropriation**

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

#### **E. Claims Upon Termination**

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

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

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

#### **F. Survival of Certain Provisions After Termination**

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

### **V. STATUTORY REQUIREMENTS**

#### **A. Employment Discrimination**

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

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

## **B. Ethics**

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

## **C. Drug-Free Workplace**

During the performance of this contract the contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees.
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

#### **D. Faith-Based Organizations**

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

#### **E. Employment of Illegal Aliens**

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

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

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

## **VI. DISPUTES**

### **A. Governing Law**

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the applicable portions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. As a town of less than 3,500 population, the Town is exempt from all portions of the VPPA except as provided in Virginia Code § 2.2-4343 A(9). The Town reserves the right to adopt generally applicable policies on procurement, which will apply to this Contract except to the extent anything in such policies is inconsistent with the express terms of this Contract.

### **B. Hold Harmless**

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

### **C. Conditions Precedent to Pursuit of Legal Remedies**

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition

precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

1. **Submission of Disputes:** A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested.
2. Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Council's designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Mayor a written appeal addressed to the Town Council. The Town Council shall consider the appeal and render its written decision within forty (40) days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of a properly appealed decision of the Town Council's designee, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

**D. Venue**

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

**E. Limitations on Actions**

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

**F. Waiver of Jury Trial**

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

**VII. MISCELLANEOUS**

**A. Time of the Essence**

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

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing.
2. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated in Subsection VI(B)(5) below if a Claim is made therefor in writing and provided to the Town within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.
3. Contractor acknowledges and agrees that adjustments in the Contract Period will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to the Town of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. Such an adjustment of time shall be Contractor's sole and exclusive remedy for the delays described in this Section.
4. Actual adverse weather delay days must prevent work on critical activities outdoors for fifty percent (50%) or more of Contractor's scheduled workday in order to be counted. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions, the Contract Period will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided herein. Abnormal weather conditions occur only if the total number of actual adverse weather days exceeds the standard for that month as shown in the following table:

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

5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the Town allows, in writing, an additional period of time for the submission of said report.

Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.

6. The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
7. Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

#### **B. Liquidated Damages**

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

#### **C. Integration Clause; Modifications to the Contract**

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to,

or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.

2. All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative. Any attempted modification or change without the Town's written approval shall be void and shall be grounds for declaring a default.
3. The Contract Administrator, with the concurrence of the Town Council, shall have the authority to order changes in this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."
  - a. Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
  - b. Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
  - c. The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
  - d. No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

#### **D. Examination of Records**

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

**E. Assignment of Rights**

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

**F. Incorporation of Town Fleet Vehicle Anti-Idling Policy**

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

IN TESTIMONY WHEREOF, the Town of Occoquan has caused its name to be hereunto subscribed by Elizabeth A.C. Quist, its Mayor, with its corporate seal hereunto duly affixed and attested by its Clerk, pursuant to authority heretofore duly granted by the Town of Occoquan; and

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

THE TOWN OF OCCOQUAN

CONTRACTOR

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor’s Representative

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# TOWN OF OCCOQUAN

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

### Purpose

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

### Location of Services

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

### Description of Services

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

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

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

Attached: Snow Removal Map

THE TOWN OF OCCOQUAN

CONTRACTOR

By:

\_\_\_\_\_  
Mayor

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Town of Occoquan Snow Removal Map

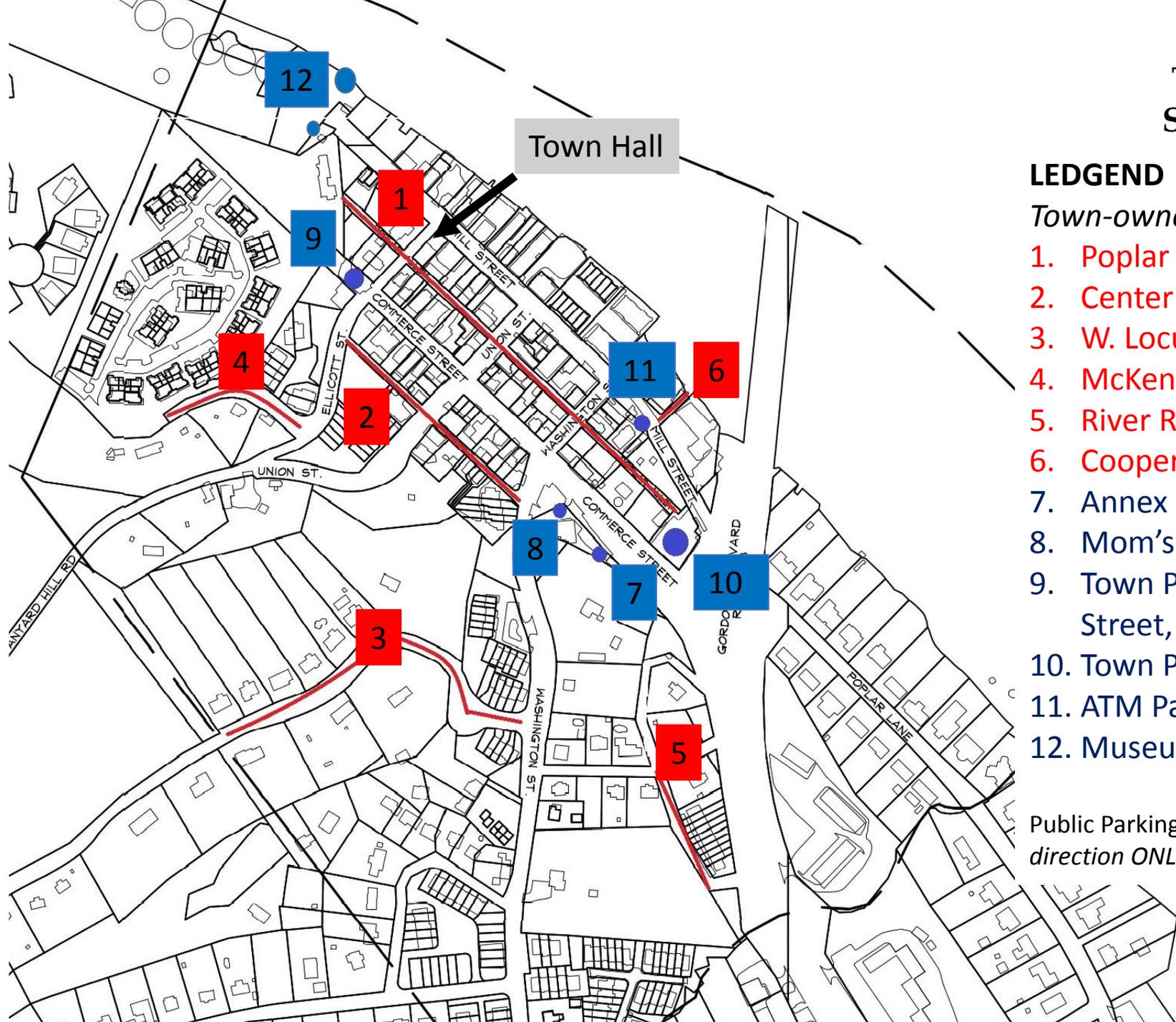
Town Hall

## LEDGEND

*Town-owned Streets, Alleys and Parking Lots*

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

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



July 29, 2015

Town of Occoquan  
314 Mill Street  
Occoquan, VA 22125

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

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

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

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

7. Reports of any damage must be reported within 48 hours. Failure to report the damages constitutes a waiver and Virginia Lawn Service Inc. is released from liability. This may vary with extreme weather conditions such as blizzard or ice storm where damage may not be apparent until melting of ice and snow and samages can present themselves. Damages are to be reported ASAP.
8. If conditions warrant, the use of a front loader to remove excess snow can be used at \$300.00 per hour. If it requires hauling the dump truck will be used at \$150.00 per hour. If town has no location to dump the excess snow, town will pay for transportation and dump fee if one is found.
9. Payment for services will be due upon of receipt of invoice. A \$25.00 late fee will be charged for payments not received within thirty (30) days of invoicing.
10. There will be a forty five dollar (\$45.00) fee charged to your account in the event that a check is returned by your bank.
11. If fuel prices continue to increase Virginia Lawn Service Inc. reserves the right to add a small surcharge.
12. This contract may be terminated by either party with thirty (30) days written notice.

**ACCEPTANCE OF CONTRACT**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

*Kenton E. Sovine* 7/31/15

\_\_\_\_\_  
Kenton E.Sovine                      Date  
Virginia Lawn Service, Inc.

\_\_\_\_\_  
Authorized Rep.                      Date  
Town of Occoquan

\_\_\_\_\_  
Authorized Rep.                      Date  
Town of Occoquan





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

<b>9. Regular Business</b>	<b>Meeting Date:</b> September 6, 2016
<b>9 D:</b> Request for After-the-Fact Approval of Emergency Plumbing Repairs at Town Hall	

**Explanation and Summary:**

In June 2016, the Town Council approved \$5,895 in emergency repairs to replace a portion of the sewer lateral at Town Hall. The cost for the initial emergency response to include snaking, camera and jetting the line was not included in that total. This is a request to approve the expenditure after-the-fact. The Town Code restricts the Town's ability to expend more than \$500 without Town Council approval.

**Town Manager's Recommendation:** The repair work has been completed; recommend approval.

**Cost and Financing:** \$1,516.90  
**Account Number:** CIP - Building Maintenance

**Proposed/Suggested Motion:**

"I move to approve after-the-fact emergency plumbing repairs at Town Hall in the amount of \$1,516.90."

OR

Other action Council deems appropriate.

**Attachments: (1)** Invoice



2615 Morse Lane  
 Woodbridge, VA 22192  
 703-441-2345  
 www.FixMyLeakNow.com

Invoice 6805  
 Invoice Date 5/18/2016  
 Completed Date 5/18/2016  
 Customer PO

**Billing Address**  
 Occoquan Town Hall  
 314 Mill Street  
 Occoquan, VA 22125 USA

**Job Address**  
 Occoquan Town Hall  
 314 Mill Street  
 Occoquan, VA 22125 USA

**Description of Work**

Task #	Description	Quantity	Your Price	Your Total
T99990	Charged hourly for snaking and camera that was unsuccessful as opposed to 658.00 for the flat rate price of snake and camera. Added cost of 21.95 for brass cleanout plug	2.00	\$260.95	\$521.90
T40108	Hydrojet main sewer line Thru C/O 2hrs W/Camera	1.00	\$995.00	\$995.00
			<b>Sub-Total</b>	\$1,516.90
			<b>Tax</b>	\$0.00
			<b>Total Due</b>	\$1,516.90
			<b>Payment</b>	\$0.00
			<b>Balance Due</b>	\$1,516.90

"Done Right the First Time"