



**Town of Altavista, Virginia
Meeting Agenda
Town Council Work Session**

J.R. "Rudy" Burgess Town Hall
510 7th Street
Altavista, VA 24517

**Tuesday, June 25, 2019
5:00 p.m. – Council's Chambers**

- 1. Call to Order**
- 2. Agenda Adoption**
- 3. Recognitions and Presentations**
 - a. Public Comment Period /DCR Recreational Trails Program (RTP) Grant for Dalton's Canoe Launch**

4. Public Comment (Agenda Items Only)

Citizen's wishing to address Council should provide their name and residential address. Citizen's comments are limited to three (3) minutes with a total of fifteen (15) minutes allotted for this purpose. (Please note that the Citizen's Time is NOT a question-and- answer session between the public and the Council.)

5. Items for Discussion

- a. Proposal for Cameras in English Park**
- b. Council Strategic Retreat Follow Up**
- c. Booker Building Reuse Feasibility Study Proposal**
- d. Brownfields Grant Project Services Agreement**
- e. 7th Street Utility Project Change Order**
- f. Ridgeway Avenue Drainage proposals**
- g. Utility (Water & Sewer) Financing Discussion**

6. Public Comment (Non Agenda Items)

Citizen's wishing to address Council should provide their name and residential address. Citizen's comments are limited to three (3) minutes with a total of fifteen (15) minutes allotted for this purpose. (Please note that the Citizen's Time is NOT a question-and- answer session between the public and the Council.)

7. Matters from Council

8. Closed Session (if needed)

- Section 2.2-3711(A)(1) – Discussion of annual performance of Town Manager
- Section 2.2-3711 (A)(3) – Discussion/ consideration of acquisition of real property for a public purpose.

THE TOWN OF ALTAVISTA IS COMMITTED TO FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS. TRANSLATION SERVICES, ASSISTANCE OR ACCOMODATION REQUESTS FROM PERSONS WITH DISABILITIES ARE TO BE REQUESTED NOT LESS THAN THREE (3) WORKING DAYS BEFORE THE DAY OF THE EVENT. PLEASE CALL (434) 3269-5001 FOR ASSISTANCE.



TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

AGENDA LOCATION:

Recognitions and Presentations

MEETING DATE:

June 25, 2019

ITEM #: 3a**ITEM TITLE:**

Public Comment Period – Virginia Department of Conservation and Recreation “Recreation Trails Program” (RTP) Grant – “Dalton’s Landing Canoe Launch” Environmental Assessment Public Comment

DESCRIPTION:

As part of the DCR “Recreation Trails Program Grant received by the Town for this project, a 30 day Public Comment time must be provided. The Public Comment time began on June 12th and will conclude on July 12th; as an additional opportunity for public input staff opted to place a time on tonight’s Work Session agenda.

Any comments received will be made part of the record and forwarded to the Virginia Department of Conservation and Recreation.

BUDGET/FUNDING:

N/A

POTENTIAL ACTION/PROPOSED MOTION:

No Action; Receive Public Comment and submit to VDCR.

ATTACHMENTS:

- *Public Notice (published twice in Altavista Journal)*

PUBLIC NOTICE

Public Notice # VRT-317-N-170
Virginia Department of Conservation and Recreation
Recreational Trails Program (RTP)

The Town of Altavista has applied for funding from the Recreation Trails Program through the Virginia Department of Conservation and Recreation to construct the Dalton's Landing Canoe Launch consisting of 25 asphalt parking spaces, access drives, and a concrete canoe launch on the north bank of the Roanoke River south of Route 43 approximately 3 miles west of the Town of Altavista. An Environmental Assessment prepared for the project is on file at the Town of Altavista Town Hall, 510 7th Street, Altavista, VA 24517 and available for public review between the hours of 9 a.m. and 4.p.m. Monday through Friday. No long term adverse environmental impacts are anticipated with this construction.

The public may submit written comments regarding the project for a period of 30 days. Written comments should be addressed to C. Waverly Coggsdale, Town Manager, 510 7th Street, Altavista, VA 24517 and post-marked no later than July 12, 2019. The Town of Altavista Town Council will hear speakers regarding this project at the Council work session on June 25, 2019 at 5 p.m. at the Town of Altavista Town Council chambers at the above address.



TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

AGENDA LOCATION:

Items for Discussion

MEETING DATE:

June 25, 2019

ITEM #: 5a**ITEM TITLE:**

English Park Security Camera Follow Up

DESCRIPTION:

Previously Town Council directed staff to work with ITG in developing a proposal for security cameras at English Park. ITG's proposal for this project is attached; a representative will be present to go over the proposal and field questions from Town Council.

Following discussion, staff will be seeking direction from Town Council on this item. Currently there are not funds appropriated in the FY2019 or FY2020 Budgets for this project.

BUDGET/FUNDING:

ITG's proposal would require \$8,212.91 in funding.

POTENTIAL ACTION/PROPOSED MOTION:

Provide direction on how to proceed with this item.

ATTACHMENTS:

- *ITG English Park Camera proposal*



Integrated Technology Group

159 Old Dominion Drive
Madison Heights, VA 24572
(434) 455-4949 | (434) 455-0965 (fax)
www.ITGroupVA.com
DCJS# 11-7547



Town of Altavista

We have prepared a quote for you

TOA - Splash Park Camera System

Quote #1000541



(434) 455-4949 | jgordon@itgroupva.com | www.ITGroupVA.com | DCJS #11-7547

◆ SoW & Terms

◆ Scope of Work

- Install one (1) 8-channel DVR with 8TB hard drive in restroom middle closet
- Pull Cable to the corner facing the entrance of the splash park and to corner facing actual splash park
- Install three (3) 8 Megapixel 120' IR Varifocal Vandal Dome Cameras (pointing at entrance, splash pad and parking lot)
- Install one 4 Megapixel dome camera between bathrooms
- Provide one (1) UPS for DVR and cameras
- Install and configure Sophos Firewall for security and protection
- Install and configure Cradlepoint device to provide network access
- All equipment will be contained in a NEMA certified enclosure for protection
- Test systems
- Provide one (1) hour owner training on how to access from mobile devices and the recording retrieval process

◆ Terms

75% due at acceptance of proposal with balance due at completion of the installation. It is the understanding of ITG that TOA Public Works will install poles for mounting cameras at the barthroom area. ITG recommends a minimum 2 inch galvanized pipe for this purpose. ITG also recommends a Verizon CradlePoint for internet access and is quoted however the monthly amount for Verizon service is not included in this quote.



(434) 455-4949 | jgordon@itgroupva.com | www.ITGroupVA.com | DCJS #11-7547

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Prepared By



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Quote ID: 1000541
Version: 1
Date: 06/03/2019
Expires: 06/30/2019

TOA - Splash Park Camera System

Surveillance		Qty	Price	Ext. Price
Network				
	CradlePoint IBR650C 2 SIM Cellular, Ethernet Modem/Wireless Router - 4G - LTE 1700, LTE 1900, LTE 2100, LTE 700, LTE 850, LTE 600 - LTE, DC-HSPA+, HSPA+, HSPA, UMTS - 1 x Network Port - 1 x Broadband Port - USB - Gigabit Ethernet - VPN Supported	1	\$501.99	\$501.99
	SG 105 TotalProtect 24x7, 3-year SG 105 TotalProtect 24x7, 3-year (US power cord)	1	\$925.98	\$925.98
Camera, Cabling and Recording Device				
	8-Channel Network Video Recorder Supports up to 8.0MP recording resolution Integrated 8-port PoE network switch with 802.3af/at support Built-in PoE switch automatically detects and displays Alibi IP cameras Supports H.265, H.264, and H.264 OVC video compression Linux embedded operating system Features Alibi Power Tools, a collection of powerful utilities designed to streamline and simplify the installation, set-up, and management of your Alibi surveillance system.	1	\$252.99	\$252.99
	8TB Purple HD Designed for the continuous recording needs of security applications Designed for 24x7 surveillance workloads Maintains performance in multi-bay systems Record from up to 64 HD cameras Lower power consumption	1	\$341.54	\$341.54







(434) 455-4949 | jgordon@itgroupva.com | www.ITGroupVA.com | DCJS #11-7547

Surveillance		Qty	Price	Ext. Price
	4K 8MP STARLIGHT 120' IR H.265+ VARIFOCAL IP DOME CAM High resolution video day or night, with Starlight technology and Full Frame Illumination for clear, bright low light and nighttime images 8.0 megapixel (4K) progressive scan CMOS Auto focus 3840 x 2160 resolution 2.8 – 12 mm motorized varifocal lens offers horizontal FOV of 112° to 46° Starlight Low Light 0.008 lux Full Frame Illumination up to 120' IR distance H.265+ compression Video Analytics IP67 weather-rated with -22°F – 140°F operating temperatures ONVIF (Profile S, Profile G)	3	\$379.49	\$1,138.47
	4MP Varifocal WDR Dome IP Camera Produces up to 4.0 megapixel resolution @ 20 fps Smart IR reduces over-exposure of the IR LEDs at the center of the image Integrated IR LEDs enable the camera to see up to 65' in the dark True WDR and 3D-DNR enhance image quality in variable and low-light conditions H.264 OVC improves image quality and reduces bandwidth requirements 2.8-12 mm motorized manual focus lens 112° (Wide) - 33.8° (Tele) field of view True 3-axis gimbal provides flexible mounting (wall or ceiling) and camera positioning IP66 weather-rated enclosure provides all-weather protection IK10 impact resistance for protection against physical impact ONVIF Profile S compliant and ONVIF Profile G approved PoE (802.3af) Micro SD card slot supports up to 128GB micro SD cards (Memory card sold separately)	1	\$252.99	\$252.99
	Back-UPS 650 VA Desktop UPS - Desktop - 1 Day Recharge - 3 Minute Stand-by - 110 V AC Input - 120 V AC Output - 4 x NEMA 5-15R, 4 x NEMA 5-15R APC Back-UPS 650 VA Desktop UPS - 650 VA/390 W Desktop 3 Minute - 4 x NEMA 5-15R - , 4 x NEMA 5-15R	1	\$94.43	\$94.43





ITG
Integrated Technology Group

(434) 455-4949 | jgordon@itgroupva.com | www.ITGroupVA.com | DCJS #11-7547

Surveillance		Qty	Price	Ext. Price
	20" x 16" x 11 with 120v Connection The NB201611-10FS is a rugged weatherproof enclosure that is ideal for both indoor and outdoor applications. Constructed from molded halogen free self extinguishing fiberglass reinforced polyester (FRP), it is well suited for high temperature or corrosive environments. The integral mounting flange allows it to be wall mounted as well as on a flat surface without the need for extra mounting hardware. The fully gasketed lid features a stainless steel continuous hinge and stainless steel quick release latches with padlock hasps. The light grey color of the NB201611-10FS is cleaner, cooler and aesthetically pleasing. Users can enjoy the physical benefits of better heat reflection and better UV resistance due to the lighter color. The contoured body provides an attractive and contemporary appearance. Due to the large size of this enclosure, it can accommodate dual sets of most access points.	1	\$843.60	\$843.60
	Hardware and Consumables Hardware and Consumables	1	\$75.00	\$75.00
	Flange for ALI-NS2122VR, ALI-NS2114VR, ALI-NS2118VR Va Alibi Flange for ALI-NS2122VR, ALI-NS2114VR, ALI-NS2118VR Varifocal Dome Cameras	3	\$18.96	\$56.88
	Wall Mount Bracket with J Box Works with most Alibi ALI-IPV/ALI-CD series varifocal dome cameras (See list for compatibility) Conceals and protects camera cables 5.19" x 9.56" x 11.35" Aluminum construction Suited for outdoor use Color: white	3	\$37.94	\$113.82
	CAT5e non plenum cable (Blue) CAT5e UTP non plenum cable used for system keypads and network components.	1	\$91.02	\$91.02
Surveillance Subtotal			\$4,688.71	



(434) 455-4949 | jgordon@itgroupva.com | www.ITGroupVA.com | DCJS #11-7547

Services		Qty	Price	Ext. Price
	Security Install - Fixed Fee Security System Services shall generally include those services related to complex installation, maintenance or troubleshooting of building security, access control and surveillance systems. Labor for this item will be billed at a fixed fee rate.	28	\$100.00	\$2,800.00
	Engineer Install - FF (Firewall and CradlePoint Setup) Labor for items that generally include those services that involve the data/telecommunications network beyond the workstation or desktop computer. This includes but is not limited to server hardware/software support, network hardware/software support, network printing and enterprise applications running on servers. Labor for this item will be billed at a fixed fee rate.	5	\$135.00	\$675.00
Services Subtotal				\$3,475.00

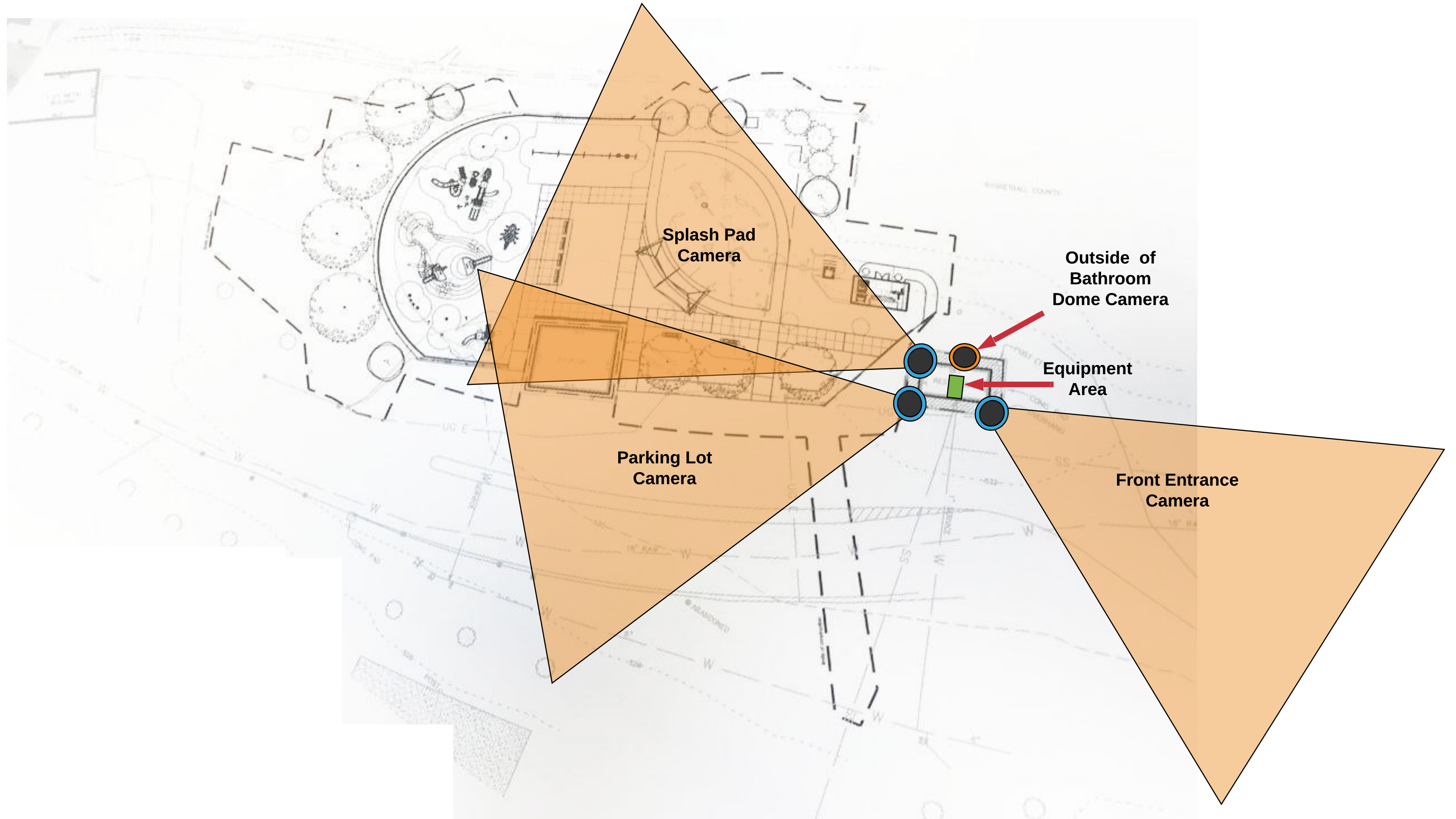
Recap	Amount
Surveillance	\$4,688.71
Services	\$3,475.00
Subtotal	\$8,163.71
Shipping	\$49.20
Total	\$8,212.91

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

Town of Altavista - English Park Splash Pad Camera Project





TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

AGENDA LOCATION:

Items for Discussion

MEETING DATE:

June 25, 2019

ITEM #: 5b**ITEM TITLE:**

Town Council Retreat Follow Up Discussion

DESCRIPTION:

Town Council held a Strategic Planning Retreat on Tuesday, April 23, 2019, which was facilitated by Mr. Kimball Payne of the Berkeley Group. Recently staff shared the Retreat Notes provided by Mr. Payne. Tonight is an opportunity to review the items discussed at the Retreat and provide staff with direction and priorities brought up at the Retreat.

BUDGET/FUNDING:

None

POTENTIAL ACTION/PROPOSED MOTION:

Provide direction/priorities to staff regarding issues brought up at the Council Retreat.

ATTACHMENTS:

- *Retreat Notes*

Altavista Town Council Planning Retreat

April 23, 2019

Altavista Train Station

Meeting Notes

11:00 a.m. Call to Order

1. Introduction

Welcome. Thank you for inviting me back. Recognize two new Council members. Tight schedule. Acknowledge that they are in the middle of the budget process. Focus today is on the longer term.

a. Goals

- *Review progress since the last retreat in August 2017*
- *Identify priorities for the next 18-24 months*
- *Consider longer term objectives, beyond 2 years*
- *Talk about council expectations regarding project implementation and staff workloads*
- *Discuss financial management strategies to determine if want to pursue development*
- *Explore the appropriate staffing structure to successfully implement the economic development strategic plan*

b. Ground rules

- *Everyone participates*
- *Engage*
- *Be honest*
- *Listen to each other*
- *Respect different opinions*
- *No idea is too outlandish*
- *Seek to understand*
- *Ask questions*
- *Seek consensus (formal action at a future Council meeting where majority rules)*
- *Use the parking lot for issues that may evade consensus or require more background*
- *Have fun*

2. Ice Breaker Session

- a. Why do you serve on Council?
- b. What legacy do you hope to leave your community?

(See flip chart sheets #1 & #2). Council members spoke to what a wonderful community Altavista is, their love for it, and their desire to make it better. Many of them had been challenged by someone already on Council to offer themselves to serve on the Town Council. In terms of leaving a legacy, the following thoughts were offered:

- Parks and recreation facilities, jobs, and a thriving downtown for the younger generation
- More residents, jobs, quality of life, parks
- A better town; economic development; parks and recreation; better policies and procedures and protocols
- Provide a strong foundation for future growth
- Make Altavista a place people want to live
- Keep the town on a sound financial footing
- Financial stability
- Serve as a liaison, an ambassador between the citizens and the government

3. Scorecard (Flip chart sheet #3)

a. What are you the proudest of the town accomplishing since the August 2017 retreat?

- The Splashpark
- The canoe launch
- Joe Bean's opening
- Business investment in the town
- The Water and Sewer Facilities Assessment
- The Economic Development Strategic Plan
- The Police Department

b. What opportunities were missed, or not fully realized?

- The Booker Building
- Redevelopment of the former Lane Company property
- Housing
- Downtown buildings improvements

c. What are the best opportunities looking forward? (Flip chart sheet #4)

- Continued implementation of the Parks & Recreation Master Plan
- Housing; the Frazier Property
- Development of a "brag sheet" highlighting the positives of Altavista for potential business, industry and residents
- Capturing the expansion of Liberty University for residential development
- Townhomes
- Redeveloping vacant buildings
- Relocating the farmers' market more into the center of town
- Creating a small music venue downtown
- Developing a plan for the future use of the Booker Building

Break around Noon to Prepare for a Working Lunch

4. Develop a Short-Term Work Plan to Address Priorities (Flip chart sheets #5 & 6)

- a. *What issues need immediate (within FY 2019 or FY 2020) action?*
- b. *What three things would you like the Council and staff to accomplish over the next 18-24 months?*

The following initiatives are already underway and will continue to require staff and Council attention:

- Implementation of the Water & Sewer Facilities Plan
- Implementation of the Parks & Recreation Master Plan
- Implementation of the Economic Development Master Plan
- Capital Improvement Plan projects

Council also identified the following actions to be addressed in the shorter term:

- Hire staff – Economic Development Director; Community Development; Main Street
- Examine the Land Use Plan and identify appropriate areas for housing, business, and redevelopment
- Develop an incentives policy to facilitate business and residential development
- Examine treatment capacities in the water and wastewater systems to understand the potential to support future development
- Develop a brag sheet(s) addressing quality of life, low taxes, public safety, education, etc.

Long Term Planning

- *What longer term projects would be beneficial and worth initiating?*
 - *It might require a multi-year commitment of resources.*
 - *The payoff might be further out.*
 - *The impact might be greater and longer lasting.*

What to do with the Booker Building was the main topic of conversation. There was strong consensus on Council to do something, but an acknowledgement that Council didn't have a vision for the use of the building and its immediate surroundings. It was pointed out that the building was not in the Capital Improvement Plan (CIP) because of this shortcoming. Several concepts were discussed to develop a plan for the building's use; including how to garner public input as a part of the decision-making process. At the conclusion of this discussion, Council agreed to procure a consultant to oversee the development of a conceptual plan, with cost estimates, so that rehabilitation/redevelopment of the Booker Building could be included in a future CIP.

5. Project Workload and Council Expectations

- a. Realistic Schedules/Timetables
- b. Communications on Project Status
- c. Staff capacity
- d. Outside Assistance

There was little discussion regarding this specific topic. Council expressed satisfaction with the progress reports that it was getting on the various projects that were underway. There was a short discussion about the length of time it takes for some projects to move from idea into concept and then into design and building. It was pointed out that an idea is not ready to move into the CIP but that it must be further developed into a concept with planned purpose and uses and an estimated cost and timetable. (Some of this discussion used the Booker Building as an example). Moving a project from an idea to a concept may require public input, the services of a consultant, and will have a cost. This could be the first stage to be included in the CIP, with subsequent stages related to design development, bidding, and building. (Flip sheet page #8)

6. Financial Management Strategies (Flip chart sheet #7)
 - a. Annual Budget Process and Calendar
 - b. Financial Policies and Procedures
 - c. Investment Policy

Council discussed the value of having financial management policies to guide the budget process, define appropriate fund balances and reserves, and manage investments. Discussion included the requirement for a balanced budget, forecasting expenditures and revenues, and the process of budget deliberation.

The financial management policies for the City of Lynchburg (attached) were used as one example that may or may not be appropriate for the Town of Altavista. Similar policies from other communities could also be used as templates.

At the conclusion of the discussion, staff was directed to talk with financial advisors Davenport and Company about developing financial management policies.

3:00 p.m. Opportunity for the EDA to Join the Meeting (No members of the EDA, other than the two Council members who serve on that body, were present.)

7. Discussion of a Staffing Structure for Success in:
 - a. Implementing the Economic Development Strategic Plan
 - b. Achieving Community Development Goals

The action matrix from the recently approved Economic Development Strategic Plan was referred to during a discussion on how to best fill several vacant positions in economic development, administration (the Assistant Town Manager), planning, and the Main Street program. Much of the plan involves actions that might be more appropriately described as “community development” activities and the need for someone on staff with experience in that area, and with the capability to administer the Zoning Ordinance and other permitting, was acknowledged. Council was challenged to think about what it wanted to see in a Director of Economic Development and how that individual’s performance would be evaluated. It was pointed out that a performance expectation that the director would enjoy repeated success in bringing in new projects, with dozens of employees, would probably be disappointed since most increase in economic development measures (employment, tax revenue, etc.) comes from the growth of existing business and industry. This suggests that actions to support and grow existing businesses, understanding and addressing their needs or concerns, and streamlining permitting processes are as important as an active recruitment program outside of the community. The need for product (appropriately zoned sites and buildings) to attract new business was also acknowledged.

After a lengthy discussion, Council re-affirmed that the town needed an individual with the title of Director of Economic Development and associated responsibilities. It was also open to the idea of,

instead of hiring a new Assistant Town Manager, advertising for a Director of Community Development. There was some feeling that a team of the Town Manager, the Director of Economic Development, the Director of Community Development, along with the existing department heads in Public Works and Finance, could be effective in promoting the continued growth and development of Altavista. Council agreed that the Town Manager should use his discretion to fill the vacant staff positions as he saw best.

Incentives Policy Principles

Because the time allowed, the facilitator offered to review some principles that might be considered in the drafting of an incentives policy to facilitate new business and residential development. They included:

- A statement of the purpose of an incentives policy; why it might be appropriate to use public resources to support private development
- The use of incentives to close a deal only; the concept that an incentive should be the last money in, not the first, intended to close a gap that couldn't be addressed through conventional (private) means
- The expectation that the private entity will be transparent and fully disclose its business plan, with all sources and uses of funds, so that the public entity can understand the deal
- The public entity's intention to share as much of the incentive arrangement, its purposes and structure, with the public as possible, while respecting proprietary information regarding the private entity
- A determination of whether the support will be one-time (grants, fee waiver, donation of land or building) or on-going (tax abatement, loans) with time periods
- A description of the security that will be provided to protect the public investment
- An expected return on investment; a 3-5-year period to recoup the investment; a clear description of measures of that return (employment, taxes, etc.)
- The means and expectations for reporting agreed upon measures justifying the incentives (employment, capital investment, revenues, etc.)
- A clawback provision to recapture part or all of the public investment if the private investment is not successful

8. Wrap Up

- *What next steps do you want to take?*

Action items:

- ❖ Advertise for an Economic Development Director
- ❖ Prepare a job description and advertise for a Community Development Director
- ❖ Procure a consultant to develop a conceptual plan for the Booker Building
- ❖ Consult with Davenport regarding the development of financial management policies
- ❖ Start work on the development of an incentives policy

- *Retreat feedback.*

4:00 p.m. **Adjourn** -- The retreat concluded at 3:45 p.m.



TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

AGENDA LOCATION:

Items for Discussion

MEETING DATE:

June 25, 2019

ITEM #: 5c**ITEM TITLE:**

Booker Building Use Feasibility Study

DESCRIPTION:

During the Town Council's Strategic Planning Retreat, it was decided that assistance was needed in determining the Council's desired outcomes and goals for adaptive reuse of the Booker Building. Attached is a proposal from LPDA, the firm that completed the Town's "Park and Trails Master Plan". The proposal utilizes a "two-step" process, with the first being "Site conditions and stakeholder input", and the second building on the first and including "Evaluation of potential uses". The proposal has a Total Fixed Fee of \$7,000 and a \$500 Reimbursable line item; it would be understood that Town Council would proceed with Task 1, once completed, they could proceed with Task 2 if deemed appropriate.

BUDGET/FUNDING:

This item is not included in the FY2020 Budget, but can be covered from FY2020 Surplus or funds not expended in the FY2019 Budget. A budget amendment will be required in either case.

POTENTIAL ACTION/PROPOSED MOTION:

Staff recommends approval of the proposal as presented as part of the July Regular Meeting Consent Agenda. Consensus of Council needed.

ATTACHMENTS:

- *LPDA proposal*



Land Planning & Design Associates
1006 East Jefferson Street, Suite B
Charlottesville, Virginia 22902
434-296-2108

June 17, 2019

Mr. Waverly Coggsdale III
Town Manager
Town of Altavista
510 7th Street
Altavista, VA 24517

Re: Scope and Fee for Booker Building Use Feasibility Study

Dear Mr. Coggsdale;

We are pleased to submit our scope and fee document for your review. The document is based on our discussions about the Town's goals for outcomes for the effort.

This AGREEMENT dated this _____ day of _____, 2019, provides as follows:

The parties hereto are defined as follows:

"The Client" means The Town of Altavista its employees and representatives.

"The Project" means the proposed improvements described in the project understanding below

"Consultant" means Land Planning and Design Associates, Inc (LPDA)

"Town" means the Town of Altavista, Virginia

"We" means the collective group of individuals involved in the project.

This AGREEMENT in addition to any contractual documents provided by the Owner shall serve as authorization for the Consultant to provide professional services to the Client for the Project as described below.

Based on our discussions we understand that LPDA will provide the following services:

Project Understandings / Client to LPDA – LPDA to Client:

SCOPE OF SERVICES OUTLINE

Our proposed scope of services will result identification of desired outcomes and goals for the adaptive reuse of the booker building and site, most feasible uses and next steps for moving forward. Uses evaluated may include public, private and joint public/private ventures. Market analysis, proforma analysis, and business and operational planning is not included in this effort. This effort will set up the next steps to move forward with either reaching out to the business community or examining public uses in greater detail.

Task 1 – Site Conditions inventory and stakeholder input

This task will involve documenting site conditions and gathering information from Town stakeholders and interested parties regarding desired outcomes and use ideas. LPDA will visit the site and document building conditions including square footage, clear spans, ADA code, utilities, storage etc. LPDA will

gather stakeholder input on objectives via comment forms and phone interviews. Topics will include objectives to be accomplished (better utilization, revenue generation, tax base, destination, event support etc.) LPDA will gather initial ideas about potential use preferences and ideas (event center, restaurant, brewery, recreation venue/offices etc.). Uses will be categorized into 5-6 use types if possible.

Task 1 Deliverables:

Building conditions documentation
Prepare questionnaire
Conduct phone interview
Summarize results in use tables and brief narrative

Task 2 Evaluate potential uses

This task will involve evaluating each of the potential uses (up to 6 use types) and scoring their compatibility based on how well they meet the stated objectives, their apparent feasibility as compared to market benchmarks and site/building compatibility. LPDA will prepare evaluation matrix and scoring that evaluates each use and scores objectives met and evaluate site fit and constructability. Market feasibility will be evaluated based on existing benchmarks only. (based on benchmarks, existing conditions only, market gap analysis etc. may be part of next steps). LPDA will develop recommendations and next steps (summarize highest and best uses based on objectives, site fit, overall compatibility, recommend next steps for procurement, partnerships etc.)

Task 2 Deliverables:

Prepare evaluation matrix
Evaluate site fit and constructability
Benchmark, evaluate market feasibility
Develop recommendations and next steps

Budgeted Expense Items

Reimbursables

Normal project expenses such as travel, photography, telephone, printing & reproduction of conceptual plans and draft conceptual documents are included in the professional services. Shipping, Reprographic costs, Presentation Materials, Volume printing of reports, master plans, etc shall be billed at actual cost. Estimated reimbursable expenses are not to exceed **\$500.00**. Please refer to the cost template provided in Attachment 'A'. Mileage will be billed at a GSA rate from Charlottesville, Virginia.

Services not included as part of this contract

- Onsite Meetings/presentations with planning commission, ARB, or Council
- Market analysis
- Proforma analysis, business or operational planning
- Meeting attendance beyond those specified above
- Architectural or Engineering services

Services not included and desired by the Client can be negotiated as additional services under separate contract.

Compensation for Services

Task 1	Conditions Inventory and stakeholder input	\$ 3,000
Task 2	Evaluate Potential Uses	\$ 4,000
Total Fixed Fee for Labor:		\$ 7,000

Standard Terms and Conditions

LPDA 2019 Hourly Billing Rates

Name	Title and Position	Hourly Rate
Bill Mechnick, ASLA	President – Landscape Architect	\$175.00
Zachary Lette, ASLA	Vice President / Principal – Landscape Architect	\$175.00
Amie Evans, ASLA	Landscape Architect / Senior Project Manager	\$125.00
Aaron Schwartz, ASLA	Landscape Architect / Senior Project Manager	\$125.00
Jessica Mauzy	Landscape Architect / Project Manager	\$100.00
Tristan Cleveland	Landscape Architect / Project Manager	\$85.00
Jason Owen	Project Designer	\$75.00
David Johnson	Project Designer	\$75.00
Qiuling Chen	Project Designer	\$75.00
Bob Brooks	Project Designer	\$75.00

Process & Deliverables:

The Client shall provide available base information. The Client will provide services as required and outlined above. The Client will be responsible for coordinating and announcing all meetings. The Consultant will advise the Client on time frames in relation to the project schedule. The Consultant shall attend those meetings and site visits required and as outlined above. Concepts are considered approved after Client review and comments are addressed. Changes made after approval due to unforeseen circumstances or changes in program shall be billed as additional services.

All formal comments by the Client to the consultant are required **in writing** in accordance with the schedule outlined above. Delays in receipt of comments may result in delays to the submission of plans and documentation. Likewise, revisions caused by delay in comments from the Client will be considered additional services.

Compensation and Payment Terms:

Client agrees to pay the Consultant for work performed in accordance with this agreement, regardless of the project's viability or success.

Land Planning and Design Associates Inc. reserves the right to hold jurisdictional submittals, issue a stop work order, and/or transmittals of project data to all parties mentioned in this agreement as well as third parties' firms if invoices are overdue past 60 days. Should the Consultant stop work for non-payment at any time during this Scope of Services, compensation and payment terms shall be renegotiated prior to proceeding and shall require additional retainers and/or pre-payment of tasked items.

Should it become necessary to utilize legal or other resources to collect any monies due for services rendered under this agreement, the Consultant shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees associated in seeking payment.

Invoicing:

- a) LPDA shall invoice the Client monthly in arrears for all work performed in connection with each Project.
- b) LPDA shall invoice the Client monthly in arrears for all out-of-pocket expenses incurred in connection with the Project. Proof of expenses for the expense shall accompany all invoices for out-of-pocket expenses, if desired by Client.
- c) Subject to Client's approval of the work accomplished and the invoice, payment from Client shall be due within 33 days of date of invoice. Such Client approval is not to be unreasonably withheld.

Project Schedule:

The project schedule shall occur in accordance with the deliverables above.

Electronic Communication:

Under this contract electronic (email) authorization for notice to proceed, work orders or authorization for use of hourly services shall be considered as final authorization by the Client to the Consultant.

Additional Services:

Additional services may be negotiated at the client's convenience. Current hourly rates may be increased by no more than 5% during the calendar year. Please see the attached schedule for current billing rates.

Termination:

The Client is not obligated to complete all the services described above. Either party may terminate this AGREEMENT within ten days of delivering written notice due to failure of the other party to perform its duties in a responsible and timely manner. Receipt of the signed original proposal shall be our authorization to proceed.

AUTHORIZATION

If this Agreement is satisfactory, please sign in the space provided below and return a signed original Agreement to LPDA by email to: bill@lpda.net and cc deniece@lpda.net

For LPDA

By: _____ Date: June 17, 2019
William Mechnick, President



For Client

(Authorized Representative Name), agrees with this Scope of Services, Compensation, and Terms and Conditions as stated above together constitute the Agreement, between LPDA and Town of Altavista.

By: _____
Printed Name and Title

Date: _____



TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

AGENDA LOCATION:

Items for Discussion

MEETING DATE:

June 25, 2019

ITEM #: 5d**ITEM TITLE:**

Brownfields Grant Project Services Award

DESCRIPTION:

Previously Town Council directed staff to issue a Request for Qualifications (RFG) for professional consulting services for a Brownfields Grant Program; two (2) responses were received. The responses were from Cardno and Hurt & Proffitt. After evaluation of the qualifications, staff ranked Cardno (Ashland, VA) as the top firm and recommends that they be selected for firm to provide said professional services. Cardno has a very strong track record in regard to EPA Brownfields applications (8 of 9 on first submittal, 100% by second submittal).

Accordingly, staff seeks authorization to execute an agreement to work with Cardno and begin the application process for an EPA Brownfields Assessment Grant and/or a Virginia Brownfields Assistance Fund. The first step in the process will be to identify sites and seek an Assessment Grant this fall. There are no costs associated with preparation of grant applications with Cardno.

BUDGET/FUNDING:

No Impact at this time.

POTENTIAL ACTION/PROPOSED MOTION:

Motion to Authorize the Town Manager to execute an agreement with Cardno in regard to professional services related to a Brownfields Grant Project.

ATTACHMENTS:

- None



TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

AGENDA LOCATION:

Items for Discussion

MEETING DATE:

June 25, 2019

ITEM #: 5e**ITEM TITLE:**

7th Street Utility Project – Change Order

DESCRIPTION:

During construction of the 7th Street Utility Project, the contractor encountered several unforeseen circumstances: 1) Rock under the lower end of 7th Street; and 2) Internal Roof Drains connected to the sewer; as well as the difference in a tapping valve size. Accordingly, the contractor has submitted a Change Order to address these issues, the Change Order totals \$24,195.38. The original contract was \$366,351.96 and this CO increases the amount to \$390,547.34; the Town had a total of \$376,825 budgeted for construction, which allowed for \$10,473.04 in contingencies for the project. Based on the work done to date, some quantities have been modified, while others are projected to be lower, thus potentially reducing the original contract, it is estimated that with the Change Order the final cost will be \$376,009.91. While the quantities (known and projected) indicate that the project may be completed within budget, it is important to note that if there are changes to the projected quantities, the project may be over budget and the Change Order should be considered in that light.

BUDGET/FUNDING:

As noted, it is projected that the project will finish within budget. However, there is a possibility that the Change Order (\$24,195.38) would need to utilize the Contingency (\$10,473.04) and an additional \$13,722.34, if based on the original contract bid award. A budget amendment would be necessary if additional funds are needed.

POTENTIAL ACTION/PROPOSED MOTION:

Staff recommends approval of the Change Order as presented.

ATTACHMENTS:

- *Change Order*

DOCUMENT 00 63 63 - CHANGE ORDER



Change Order No.

Date of Issuance: _____ Effective Date: 6/20/19
 Owner: Town of Altavista, Virginia Owner's Contract No.: _____
 Contractor: Counts and Dobyns Contractor's Project No.: _____
 Engineer: Hurt & Proffitt, Inc. Engineer's Project No.: 20161577
 Project: Altavista 7th Street Utility Rehabilitation Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description: Larger tapping valve was needed for connection to existing pipe. Rock was excavated to install sanitary sewer and water line at plan grades/locations. Excavated rock was measured. Contractor provided unit cost of \$118.45/cy. Connect roof drains from sanitary to storm sewer

Attachments: See attached documents

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 366,351.96	Original Contract Times: April 1, 2019 Substantial Completion: May 31, 2019 Ready for Final Payment: June 30, 2019 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$ 366,351.96	Contract Times prior to this Change Order: Substantial Completion: May 31, 2019 Ready for Final Payment: June 30, 2019 days or dates
[Increase] [Decrease] of this Change Order: \$ 24,195.38	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: \$ 390,547.34	Contract Times with all approved Change Orders: Substantial Completion: May 31, 2019 Ready for Final Payment: June 30, 2019 days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)

Title: Proj. Manager
Date: 6/14/19

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title: _____
Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Title: Vice President
Date: 6-17-19

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

END OF DOCUMENT 00 63 63 - CHANGE ORDER

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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CHANGE ORDER REQUEST #1
Tie into existing 10" line

COUNTS & DOBYNS, INC.
37 LELAND RD.
RUSTBURG, VA. 24588

EXCAVATION, UTILITY & CONCRETE
VA. CONTRACTOR No. 2701-014388 CLASS A

434-821-2774
434-821-3425 FAX

PROPOSAL SUBMITTED TO:		PHONE	DATE
TWN OF ALTAVISTA ATTN. MIKE WILSON			5/1/2019
STREET		JOB NAME	
510 7th Street		7TH STREET UTILITY IMPROVEMENTS	
CITY	STATE	ZIP	JOB LOCATION
Altavista	VA	24517	Altavista, VA
ARCHITECT		JOB PHONE	N/A
Hurt & Proffitt			
PLANS DATED		Stamped 10-22-18	

** Plans showed 8" X8" Tapping Sleeve & Valve. Field conditions were different from plan. Actual tie in line was a 10" and required a 8" X10" Tapping Sleeve and Valve. Please see below for price difference in material **

	ITEM	QUANT.	UNITS	UNIT PRICE	EXTENSION
1	8" x 8" TAPPING VALVE & SLEEVE MATERIAL	-1	ea	\$ 1,647.23	\$ (1,647.23)
2	8" x 10" TAPPING VALVE & SLEEVE MATERIAL	1	ea	\$ 2,007.27	\$ 2,007.27
TOTAL					360.04
C&D 15% MARKUP					\$ 54.01
TOTAL BID					\$ 414.05

DAYS TO BE ADDED TO CONTRACT END DATE 0

ALL PREVIOUS CLARIFICATIONS AND EXCLUSIONS FROM PRIOR PRICING APPLY TO THIS CHANGE ORDER
UNLESS IT IS NOTED BELOW.

Thank you for requesting a quote from us for this project.
IF you have any question, please advise.
We reserve the right to refuse award of individual parts of this proposal.

Acceptance of Proposal --- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Date of Acceptance: _____ Signature _____

Date of Acceptance: _____ Signature _____

Town of Altavista - 7th Street Utility Improvements

Contractor Excavated Quantities					Contractor removed 5 ft trench width Construction plan typical trench width 3 ft Compromise width of 4 feet for trench box				
Sanitary Sewer					Sanitary Sewer				
depth	width	length	cy		depth	width	length	cy	2.00 Width for MH Install
4/15/2019	1.5	6	6	2.00	4/15/2019	1.5	6	6	13.33
4/17/2019	5	5	18	16.67	4/17/2019	5	4	18	10.37
4/18/2019	5	5	14	12.96	4/18/2019	5	4	14	7.41
4/22/2019	5	5	10	9.26	4/22/2019	5	4	10	20.74
4/23/2019	5	5	28	25.93	4/23/2019	5	4	28	46.22
4/24/2019	4	5	78	57.78	4/24/2019	4	4	78	100.07
Total				124.59	Total				

Waterline					Adjust for 3' trench wide				
depth	width	length	cy		depth	width	length	cy	
5/23/2019	2.5	5	80	37.04	5/30/2019	2.5	4	80	29.63
5/29/2019	2.5	5	80	37.04	5/30/2019	2.5	4	80	29.63
5/30/2019	2.5	5	40	18.52	5/30/2019	2.5	4	40	14.81
Total				92.59	Total				74.07
Total Excavated Rock					174.14				
					\$118.45 /cy				
					Approved Amt \$20,626.88				



CHANGE ORDER REQUEST #6
Tie in unknown storm sewer line

COUNTS & DOBYNS, INC.
37 LELAND RD.
RUSTBURG, VA. 24588

EXCAVATION, UTILITY & CONCRETE
VA. CONTRACTOR No. 2701-014388 CLASS A

434-821-2774
434-821-3425 FAX

PROPOSAL SUBMITTED TO: TWO OF ALTAVISTA ATTN. MIKE WILSON	PHONE	DATE 6/11/2019
STREET 510 7th Street	JOB NAME 7TH STREET UTILITY IMPROVEMENTS	
CITY STATE ZIP Altavista VA 24517	JOB LOCATION Altavista, VA	
ARCHITECT Hurt & Proffitt	JOB PHONE N/A	
PLANS DATED Stamped 10-22-18		

	ITEM	QUANT.	UNITS	UNIT PRICE	EXTENSION
1	Tie-in two unknown exist. roof drains w/ cleanouts to proposed DI at 424 7th Strret	1	ea	\$ 2,743.00	\$ 2,743.00

TOTAL	\$2,743.00
C&D 15% MARKUP	\$ 411.45
TOTAL BID	\$ 3,154.45

DAYS TO BE ADDED TO CONTRACT END DATE 1

ALL PREVIOUS CLARIFICATIONS AND EXCLUSIONS FROM PRIOR PRICING APPLY TO THIS CHANGE ORDER
UNLESS IT IS NOTED BELOW.

Thank you for requesting a quote from us for this project.
IF you have any question, please advise.
We reserve the right to refuse award of individual parts of this proposal.

Acceptance of Proposal --- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Date of Acceptance: _____ Signature _____

Date of Acceptance: _____ Signature _____



TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

AGENDA LOCATION:

Items for Discussion

MEETING DATE:

June 25, 2019

ITEM #: 5f**ITEM TITLE:**

Ridgeway Avenue Drainage Project proposals

DESCRIPTION:

Staff has been working with Peed & Bortz for several months to evaluate and design this project. With Council's approval, staff has moved this project forward and presents a project budget with the low proposals for each portion of the project. The attached sheet shows the breakdown of the project, with Goodman's Concrete having the low proposal for the curb, gutter and related work and Adams Paving with the low proposal for milling and paving. In addition, Public Works staff will perform several tasks to complete the project.

After reviewing the project, staff decided to also seek the cost of applying a 2" overlay to both Ridgeway Avenue and Elizabeth Street at the completion of this project, rather than come back at a later date and pave the streets. Adams Paving proposal for this is \$34,375, which would bring the total project to \$92,478.

This project would be funded with VDOT "State Highway Funds", which are allocated to the Town for maintenance on an annual basis.

BUDGET/FUNDING:

This project is being funded by State Highway Funds (VDOT) that the Town receives on an annual basis. A budget amendment may be needed.

POTENTIAL ACTION/PROPOSED MOTION:

Staff recommends approval of the proposals from Goodman's Concrete and Adams Paving for this project. *(NOTE: Council will need to decide whether to include the 2" overlay or not).*

ATTACHMENTS:

- *Project Budget Sheet*

Ridgeway Drainage Project Budget Estimate

Ridgeway Drainage Improvements Contracted Work		Concrete		Asphalt	
		Goodman's Conctete	Counts & Dobbins	Patterson Brothers	Adams Paving
Concrete Curb & Gutter, Driveway Entrances, Backfill & Seeding		\$32,553.00	35,269.00		
Milling and Patch paving				\$14,500.00	\$11,475.00
Total					

Contractors Cost	\$44,028.00
Town Cost	\$2,600.00
2" Overlay Option	\$45,850.00
Total Cost	\$92,478.00

2" Overlay on Ridgeway & Elizabeth Street				\$32,900.00	\$34,375.00
Total				\$47,400.00	\$45,850.00

Town Street Crew Work Performed in House (Materials Only)	
Demo old drain pipe, Backfill & Seed,	\$500.00
Fill old pipe under pavement with Concrete	\$300.00
Build new DI inlet box on Elizabeth Street	\$1,500.00
Re-grade drainage ditch on West side of Ridgeway Avenue & see	\$300.00
	\$2,600.00



TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

AGENDA LOCATION:

Items for Discussion

MEETING DATE:

June 25, 2019

ITEM #: 5g**ITEM TITLE:**

Utility Project Financing Items

DESCRIPTION:

With the adoption of the FY2020 Budget and FY2020-2024 Capital Improvements Program (CIP), staff is evaluating the need to begin the engineering design of several projects. As discussed with Council, a majority of the Utility (Water & Sewer) projects that are included in the CIP are planned to be financed by future proceeds from a borrowing. Staff requests consideration by Council on two items related to this issue:

- 1) **Financial Advisor Services:** As we begin the discussion about financing the Water and Sewer Capital Improvement Program (FY2020-2024), staff will need assistance from a financial advisor to assess the most advantageous way to go about borrowing funds. Staff has worked with Davenport in the past and they are providing financial advisor services to Dinwiddie County and in the procurement process a provision was made for “cooperative procurement” under Section 2.2-4304 of the Virginia Public Procurement Act (VPPA).

Included in your packet is the Dinwiddie County executed contract , as well as the original Request for Proposal (RFP) and an excerpt from Davenport’s response related to “Non-Binding Cost Estimate”. The procurement language can be found on page 23 of 26 in the RFP document (Section 9.1). John Eller, Town Attorney, has reviewed the initial RFP and the regulations and has indicated that this is an acceptable method. Alternately, Council could also issue their own Request for Proposals (RFP) for said services. Staff seeks Council’s direction on this item.

- 2) **Reimbursement Resolution:** In order to begin the process of designing the projects, staff presents the attached “Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing”. This allows the work to begin and the Town upfront the cost, but reserves the right to reimburse itself if a borrowing is conducted.

BUDGET/FUNDING:

Project specific information will be brought to Council in regard to proposals to design/engineer said projects. Town Council will make the ultimate decision to fund said projects and whether to borrow and reimburse itself. It is estimated that up to \$18.5 million may be needed to complete the Water & Sewer projects included in the FY2020-20214 Capital Improvements Program (CIP).

POTENTIAL ACTION/PROPOSED MOTION:

- Staff seeks direction in regard to the procurement of financial advisor services either through the “cooperative procurement” provision or the issuance of a Request for Proposals.
- Staff recommends approval of Resolution with placement on the July Regular Meeting Consent Agenda.

ATTACHMENTS:

- *Dinwiddie Contract, Dinwiddie RFP, and Excerpt from Davenport’s response*
- *Reimbursement Resolution.*

CONTRACT

DINWIDDIE COUNTY **FINANCIAL ADVISOR**

The Agreement is made this 20th day of October 2015, by and between **Davenport & Company, LLC**, of 901 East Cary Street, Suite 1100, Richmond, Virginia 23219 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie, Virginia** (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals to provide financial advisory services; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having the best proposal; and

WHEREAS, County has selected Contractor to provide financial advisory services, according to the specifications in the Request for Proposals;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Request for Proposals # 15-091115 including any addenda and (3) Contractor's proposal dated October 2, 2015. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** The term of this contract shall be for one (1) year period, with the option of automatic renewals under the terms, conditions and unit pricing of the original contract for up to nine (9) additional years, unless either party gives written notification to the other party ninety (90) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Contractor is not guaranteed any work under this contract and the County retains the right to hire other financial advisors.
3. **Costs.** Contractor agrees to perform all work for the hourly rates and transaction fees as listed on Page 29 of the Contractor's Proposal. Price increases, if any, shall not exceed 3% per year and shall be negotiated at time of renewal. Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:

W. Kevin Massengill
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
accounting@dinwiddieva.us

Notice to Contractor shall be made to:

Edward F. Cole, III
Davenport & Company, LLC
901 East Cary Street, Suite 1100
Richmond, Virginia 23219
(804) 697-2907
tcole@investdavenport.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Quotations documents.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

By: 

W. Kevin Massengill
County Administrator

Attest: 

Davenport & Company, LLC

By: 


Title: Senior Vice President

Attest: 

Approved as to form:


Tyler Southall, County Attorney

Department Approval:


Anne Howerton, Deputy County Administrator
Finance and General Services



**County of Dinwiddie
P.O. Drawer 70
Dinwiddie VA 23841
(804) 469-4500 ph (804) 469-4503 fax
<http://www.dinwiddieva.us>**

Request for Proposals – RFP-15-091115

FINANCIAL ADVISOR

This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by references as a part of this notice.

Contact Information:

Questions concerning sealed proposals should be in writing addressed to

Hollie R. Casey
Dinwiddie County

14016 Boydton Plank Road
P O Drawer 70
Dinwiddie VA 23841

(804) 469-4500 ext. 2150 Fax (804) 469-4503

or

E-Mail: hcasey@dinwiddieva.us

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1. PURPOSE

Request for Proposals Prepared By:

Request for Proposals Number:

Hollie R. Casey
Procurement Technician

RFP-15-091115

Release date: September 11, 2015

Deadline: October 2, 2015 @ 3 p.m.

PURPOSE

The purpose of this Request for Proposals is to solicit sealed proposals to provide financial advisory services for the County of Dinwiddie.

If you are an individual with a disability and require a reasonable accommodation, please notify Hollie R. Casey at (804) 469-4500 ext. 2150, at least three working days prior to the date due.

Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Nothing herein is intended to exclude any qualified responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible qualified vendors are encouraged to submit proposals.

2. BACKGROUND

Dinwiddie County is a rural jurisdiction of 504 square miles. Dinwiddie has a population of approximately 28,971 and will operate under a FY16 budget of \$103,362,093 and a five-year capital improvement plan of \$60,664,847. Dinwiddie's outstanding debt at the end of FY15 includes \$10,957,674 in general obligation bonds and \$36,940,000 in lease revenue bonds.

3. STATEMENT OF NEEDS

Dinwiddie County is seeking the services from a qualified vendor to provide financial advisory services on an as-needed basis. All proposals shall be made on the basis of, and either meet or exceed the requirements contained herein. All Offerors shall:

- A. Provide pertinent advice and counsel to the County concerning developments in the financial community in general, and municipal finance in particular, to enable the County to remain in the best possible financial position.
- B. Work with the County's Finance Department staff and other County officials in developing options, plans and strategies for financing planned capital improvements, taking into consideration costs and the effects that various alternatives have on the County's financial standing.

- C. Apply to and schedule the rating agencies for ratings on each bond and note issue, as appropriate. Assist County officials in preparing information for presentation to municipal bond rating services in order to achieve and maintain the highest bond rating realistically achievable. Support County officials through attendance at all presentations to the rating agencies.
- D. Advise County officials on bond market climate and make recommendations with respect to whether sales of bonds should be competitive or negotiated.
- E. Develop necessary time schedules to assure that all work associated with the issuance of bonds and notes is initiated and completed in a timely manner.
- F. Assist the County staff in selection of bond underwriting firms (the "Investment Bankers") for the negotiated sale of bonds including the following:
 - 1. Develop request for proposals;
 - 2. Assist and participate in oral interview and selection process;
 - 3. Upon selection, assist the County staff and Bond Counsel in bringing Investment Banker on board and up-to-date in as timely a fashion as possible, so that the County's ongoing process of issuing bonds will experience no delay or inconvenience.
- G. Assist in the preparation, development and distribution of all bond documents, the presentation to the rating agencies of the County's bonds and the preparation, review, printing and dissemination of Official Statements and Notices of Sale.
- H. In the event of a competitive or negotiated sale of bonds, assist the County in the sale of bonds to the Investment Banker including but not limited to:
 - 1. Attending bid openings;
 - 2. Reviewing each bid for compliance to bid parameters/requirements;
 - 3. Making recommendations on timing of sales, specific bond purchase contract requirements, good faith deposit checks, bond maturities, interest rates, TICs, discounts or premium offered by the Investment Bankers;
 - 4. Advising on debt service reserves when required for a transaction;
 - 5. Investment of bond proceeds resulting from the sale, and
 - 6. All other related activities in the sale of bonds.
- I. Routinely review the County's debt portfolio for potential refunding opportunities and advise County staff as they arise.
- J. Supplement the County's internal resources on special projects, as requested, using experiences gained and ideas observed in other localities.
 - 1. At a minimum, annually review the County's financial policies and make recommendations, as appropriate, which would enhance the marketability and rating of future debt issues and would ensure adherence to current best practices.
 - 2. Provide research and analysis assistance as requested in connection with special projects, rates and fees, economic development opportunities, special taxing districts, public-

private partnerships, unsolicited alternative financing proposals, and loan or financing opportunities.

4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

4.1. General Instructions

- A. In order to be considered for selection, offerors must submit a complete response to this RFP. Three (3) hardcopy proposal submittals (one original and two copies) and one electronic copy via CD-ROM (to include a complete copy of the proposal and a redacted copy, if applicable) shall be submitted. No other distribution of the proposal shall be made by the offeror.
- B. Proposals shall be marked and submitted in a sealed envelope properly identified as directed in the Section 5.2 "Identification of Proposal Envelope".
- C. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- D. Proposals shall be signed by an authorized representative of the offeror. Proposals must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- E. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- F. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not

organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- G. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- H. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. NO 3-ring binders please.
- I. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- J. All proposals must be received at the proper location listed in this RFP and by the deadline time (Local Time Prevailing). Any proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined solely by the County of Dinwiddie.

The County is not responsible for any delay in delivery by USPS, UPS, FedEx or other delivery services. It is the responsibility of the offeror to see that proposals are received on time and in the proper location.

- K. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

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- L. The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the closing time on the proposal.

4.2. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal. Failure by Offeror to provide the information shall render the proposal non-responsive.

- A. Return Section 11 of the RFP and all addenda acknowledgments, if any, signed and filled out as required.
- B. Offeror Information - Provide a brief description of your firm, including the following:
1. Organizational Structure
 2. Length of time and experience in providing financial advisory services to governments
 3. Business philosophy
 4. Names, qualifications and experience of personnel to be assigned
 5. Financial stability of the firm
 6. Proof all licenses required
 7. A list of localities for which the company currently services as financial advisor and their bond rating.
 8. A statement of assurance that there are no known conflicts of interest that would prohibit the firm from entering into a contract with the County for the provision of financial advisory services or would otherwise adversely affect the County or its operations.
 9. A statement of assurance that your firm and its Responsible Individuals are not currently in violation of any regulatory agency rule or, if in violation, an explanation as to why the violation would not have a material adverse impact on your ability to perform under this contract.
- C. Provide specific plans for providing the proposed services
- D. Non-Binding Cost Estimate (NBCE). NBCE shall be submitted with all proposals. NBCE shall include, at minimum, hourly rates and transaction fees.

5. Acceptance of Proposals / Award of Contract

5.1. Qualifications of Offerors

The Offeror shall have the following qualifications in order to be considered:

- Have been in business for at least the last five years providing services as described in this RFP.
- Have satisfactory work experience of similar size and complexity or larger in the past five years.
- Have and maintain the proper licenses for the work to be performed.

- Have an active registration with the Virginia State Corporation Commission, if applicable.
- Have an active registration as a Municipal Adviser with both the US Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

During the evaluation process, the County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror(s) to perform the services/furnish the goods and the Offeror(s) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

5.2. Identification of Proposal Envelope

The complete and signed proposal must be returned in an envelope or package, sealed and identified as follows:

- Name and Address of Offeror
- Due Date - October 2, 2015 @ 3 p.m.
- RFP Number – RFP-15-091115
- RFP Title – Financial Advisor

The envelope should be addressed to:

Attn: Hollie R. Casey
County of Dinwiddie
14016 Boydton Plank Road
P.O. Drawer 70
Dinwiddie, VA 23841.

If a proposal is not marked with the above information, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation.

5.3. Clarification of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the procurement agent whose name appears on the face of the solicitation **by e-mail no later than five working days before the due date**. Any revisions to the solicitation will be made only by written addendum issued which shall be posted on the County's website at <http://www.dinwiddieva.us>, on the Purchasing page.

5.4. Withdrawal or Modification of Proposals

Proposals may be withdrawn or modified by written notice received from Offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

5.5. Receipt and Opening of Proposals

- 5.5.1. It is the responsibility of the Offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered or opened.
- 5.5.2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.
- 5.5.3. In the event that the County of Dinwiddie offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipt of proposals, the receipt of proposals date will default to the next open business day at the same time.

5.6. Evaluation Criteria

Proposals will be evaluated by the County using the following criteria. These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations.

1. Responsiveness and completeness of the proposal.
2. Experience and qualifications of personnel assigned to perform the services
3. Specific plan or methodology to be used to perform the services
4. References from other clients.
5. Non-binding cost estimate

The County reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the County's best interest. It is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, §2.2-4359D).

5.7. Announcement of Award

Following the award of a contract(s) or decision to award a contract(s), the County will announce such award of a contract or decision to award a contract on the County's website at <http://www.dinwiddieva.us>, Purchasing page. Subject to the provisions of *Code of Virginia Section 2.2-4360*, any offeror who desires to protest the award of a contract(s) or decision to award a contract(s) shall submit such protest in writing to the attention of Hollie R. Casey, 14016 Boynton Plank Rd, P O Drawer 70, Dinwiddie VA 23841 (hcasey@dinwiddieva.us) no later than ten (10) days after the announcement of the award of a contract(s) or the decision to award a contract(s), whichever occurs first. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

5.8. Award of Contract

Selection will be made of two or more offerors deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and shall award

the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

5.9. Term of Contract

Contract will be awarded to the successful Offeror for an initial period of one (1) year with the option for automatic renewals under the terms and conditions of the original contract for up to nine (9) additional one (1) year periods, unless either party gives written notification to the other party ninety (90) days prior to expiration of the then-current term that they do not wish to renew. The contract(s) and any renewals of the contract(s) are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with initial contract or negotiated at time of renewal.

5.10. Contract Documents

The contract entered into by the parties shall consist of the Request for Proposals, the proposal submitted by the Contractor; General Terms and Conditions, the Special Terms and Conditions; the specifications; the scope of services; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the Contract Documents.

All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence of the contract.

5.11. Work Authorization

No work shall be performed under this contract until the Contractor has been contacted by such person or persons as authorized by the County. A list of authorized personnel will be provided to the successful Contractor. Any and all work performed without such approval shall be considered to be unauthorized work, will not be compensated for, and may be considered grounds for cancellation of contract.

6. REPORTING AND DELIVERY INSTRUCTIONS

Once a contract has been awarded, all communication and documentation shall be directly to: Anne Howerton, Deputy County Administrator of Finance and General Services, Dinwiddie County, 14016 Boynton Plank Road, Dinwiddie, VA 23841, (804) 469-4500 Ext 2106.

7. INVOICES & PAYMENTS

7.1. Invoices

Invoices may be sent monthly and include a description of services provided.

All invoices are to be sent to: Accounts Payable, County of Dinwiddie, P.O. Drawer 70, Dinwiddie, Virginia 23841 or emailed to accounting@dinwiddieva.us.

7.2. Extra Charges Not Allowed

The prices shall be for completion of requested services, ready for the County's and the public's use, and shall include all applicable labor, supervision, equipment, installation tools, materials, permits, inspection fees, freight, shipping, handling, travel, mileage, insurance, bonds, expenses,

overhead, profit, discount and all else necessary as specified herein; extra charges will not be allowed unless specifically approved in writing by County.

7.3. Payment

Payment will be made within thirty (30) days after receipt of accurate invoice detailing the services performed during the previous month.

No payment will be made by County to subcontractors, if any. The Contractor shall be fully responsible for payments to subcontractors, if any, and for all invoicing to the County.

7.3.1. To Prime Contractor(s)

- a. Contractor shall provide the County with a complete and accurate IRS Form W-9.
- b. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number and shall include all documentation as required in Section 7.1.
- c. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

7.3.2. To Subcontractors

- a. Any Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the County and the subcontractor(s) within seven days, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

7.4. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

8. GENERAL TERMS AND CONDITIONS

8.1. Definitions

Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

- 8.1.1. **Offeror/Bidder:** One who submits a response to this solicitation
- 8.1.2. **County:** The term "County" shall mean the County which is the County of Dinwiddie, Virginia through the governing body, the Board, or other agent with authority to execute the contract for the County. The County's agent is the official with the authority to sign the contract on behalf of the County.
- 8.1.3. **Contractor:** The person, firm or corporation with whom the County has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the Contractor.
- 8.1.4. **Defective:** An adjective which refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the Contract Documents, or has been damaged prior to final payment.
- 8.1.5. **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known

business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.

8.1.6. **Provide:** Shall mean furnish and install ready for its intended use.

8.1.7. **Subcontractor:** An individual, partnership or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.

8.2. Precedence of Terms

The General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions, and Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8.3. Laws, Regulations, and Courts

8.3.1. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.

8.3.2. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

8.3.3. This solicitation and any resulting contract(s) shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County of Dinwiddie, Virginia. The County and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

8.4. Anti-Discrimination

A Bidder/Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment.

The County does not discriminate against faith-based organizations. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

If the award of this contract is made to a faith-based organization or an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual received or would receive the goods, services, or disbursements, the public body shall offer the individual, with a reasonable period of time after date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

By submitting their proposal, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*.

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any 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 nondiscrimination clause.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.5. Ethics in Public Contracting

By submitting their bid or proposal, Bidders/Offerors certify that their bid or proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidders/Offerors, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Bidder/Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder/Offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Bidder/Offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder/Offeror, or themselves, to obtain information that would give the Bidder/Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Bidder/Offeror, or itself, to gain any favoritism in the award of this solicitation.

8.6. Drug-Free Workplace

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*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, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

8.7. Immigration Reform and Control Act of 1986

By submitting their proposals, Contractors certify that they do not and will not during the performance of this contract knowingly employ unauthorized workers as defined in or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.8. Debarment Status

By submitting its proposal, the Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

8.9. Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of 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 County under said contract.

8.10. Authorization to Transact Business in the Commonwealth

In order to contract with Dinwiddie County, contractors 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. Pursuant to competitive sealed bidding or competitive negotiation, a Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to Section 2.2-4311.2 of the Code of Virginia shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

8.11. Contractor Advertising

In the event a contract is awarded for supplies, equipment, or services resulting from this Request for Proposals, no indication of such sales or services to the County will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the County of Dinwiddie or any agency or institution of the County has purchased or uses its products or services, without written consent of the County.

8.12. Default

It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8.13. Claims

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Section 2.2-4363(C).

8.14. Severability

Any written contract resulting from this request for proposal shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

8.15. Indemnification

Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or

equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

8.16. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Contractor's working hours. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

County personnel may perform in-progress and post-audits of the Contractor's records as a result of a contract awarded pursuant to this Request for Proposals.

8.17. Taxes

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Dinwiddie on materials and supplies that are installed by a Vendor and become a part of real property. Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The Contractor shall, without additional expense to the County, pay all applicable federal, state, and local taxes, fees, and assessments.

8.18. Patents

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of the infringement of any patent or intellectual property rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by the County, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the County. The County may direct that some other invention, process, technique, article, or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the County, he shall be responsible for any loss due to the infringement.

8.19. Insurance

By signing and submitting a bid or proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder/Offeror further certifies that the Contractor and any subcontractors will maintain their insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, VA, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Umbrella Liability - \$1,000,000 per occurrence.

FAILURE TO COMPLY WITH THE ABOVE INSURANCE REQUIREMENTS WILL BE CONSIDERED GROUNDS FOR CANCELLATION OF CONTRACT.

8.20. Proprietary Information

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a Bidder/Offeror in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (FOIA) (2.2-3700 et seq.); however, the Bidder/Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Failure to comply with these steps shall result in loss of the Bidder/Offeror's FOIA exemption.

8.21. Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

8.22. Changes to the Contract

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County.
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Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

8.23. Cancellation of Contract

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

8.24. Contractor's Right to Stop Work or Terminate the Contract

If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the County should fail to pay to the Contractor within thirty (30) days when no dispute exists as to the sum, then the Contractor may, upon ten (10) calendar days written notice to the County, stop work or terminate the contract and recover from the County payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The Contractor may not receive profit or any other type of compensation for parts of the work not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The County may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

8.25. County's Right to Terminate the Contract for Cause

8.25.1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.

8.25.2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period.

In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

8.25.3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

8.25.4. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.

8.25.5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

8.26. Termination by County for Convenience

8.26.1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract as of the latest request for payment,
- (2) Amounts due for work performed subsequent to the latest request for payment through the date of termination, and

- (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.

8.26.2. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

9. SPECIAL TERMS AND CONDITIONS

9.1. Additional Users/Cooperative Procurement

This procurement is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement". As stated, a public body may purchase from another public body's contract even if it did not participate in the Request For Proposals (RFP) or Invitation for Bids (RFP), if the RFP or RFP specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Offeror, the resultant contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Offeror's responsibility to notify the jurisdiction/public bodies of the availability of contract(s). Offerors desiring to offer to other jurisdictions/public bodies under this clause shall so indicate in their response.

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10. TERMS AND SIGNATURE SHEET

**RFP 15-091115
Financial Advisor**

By signature, I certify that the proposal as submitted complies with all Terms and Conditions as set forth in RFP 15-091115. If there are any parts of the terms and conditions that the company cannot meet, I have indicated which ones on an attached page.

By signature, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, equipment or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

Signature: _____ Date: _____

Name (type or print): _____

Official Title: _____

Company Name: _____

FIN or SSN: _____

State of Incorporation: _____

Address: _____

Telephone: _____

E-Mail: _____

Fax: _____

U.S. Securities and Exchange Commission Registration #: _____

Municipal Securities Rulemaking Board Registration #: _____

10.1. STATE CORPORATION COMMISSION REGISTRATION

Virginia State Corporation Commission (SCC) registration information. The Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____
OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

10.2. REFERENCES

Offerors shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Offerors shall only indicate references they have worked with a minimum of two (2) year. A separate page of references is acceptable if needed for additional space.

Reference #1

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #2

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #3

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

D. Non-Binding Cost Estimate.

With regard to our proposed compensation, Davenport is flexible as to the timing and method of payment. We are open to being compensated on a regularly scheduled basis and/or following a financing service or project deliverable. Also, we are open to your preferences on how best to structure our compensation. We can be compensated through a pre-determined fee; a not-to-exceed amount; an hourly rate; and/or a per bond fee. One or some combination of these options is many times the most viable and attractive approach for many of our clients.

We believe that there is no substitute for direct contact with our clients. Therefore, the County should rest assured that Davenport will make whatever number of trips are necessary in order to meet the agreed upon goals and objectives of the engagement. Meeting in person with the County is something Davenport would expect to do on a regular basis at minimal cost to the County given our location in the Richmond Metropolitan Area.

Non-Binding Cost Estimate – In response to RFP Section 4.2.D.

- Advisory & Consulting Services and Non-Transaction Related Services:
 - Strategic Financial Advisory Services and Non-transaction Related Services that are not directly related to a completed financing could be handled through an annual retainer or based on hourly rates. If an annual retainer is the preferred method, Davenport would propose an annual fee billed in arrears of \$30,000. Alternatively, hourly charges would be payable after the service was performed to the County's satisfaction. Both the retainer and hourly rates would escalate at 3% per year for the term of the agreement. As a basis for these proposed arrangements, the table below details our current hourly rates for professional services. Further, as agreed upon by the County and the Financial Advisor, these fees can be incorporated into the Transaction Related fees addressed below.

Personnel Classification	Hourly Rate
Senior Vice President	\$275
Vice President	\$250
Associate Vice President	\$225
Analyst/Associate	\$200

- Transaction Related Services:
 - Davenport would propose transaction fees based upon the par amount for all debt issued, with the per thousand fee ranging between \$1.00 and \$3.00 depending upon the complexity of the transaction and the advisory services required, subject to a \$30,000 minimum per issue. In addition, Davenport proposes incremental charges for the following transactions due to the additional work required:
 - Refunding transaction up-charge: \$20,000
 - Bond rating up-charge: \$20,000

Section 4.2.D. continued

- **Special Projects:**
 - The County and Davenport may deem certain activities of the Financial Advisor to constitute a Special Project. A Special Project is one that either involves the professional resources of the Financial Advisor to a degree above and beyond that already provided for under the contract, or, that involves the bidding of a refunding escrow investment portfolio or some other investment agreement, a stimulus act-related financing (e.g. BAB's, RZEDB's, QSCBs, RZFB's), USDA/RD debt, a Public Private Partnership Financing (e.g. Tax Increment Financing, Special Assessment District Financing, Privatization Financing Arrangements) or a Utility System Revenue Bond offering. In any of these events, the County and the Financial Advisor shall negotiate prior to the beginning of the Project on a fair and equitable basis for compensation.
- **Reimbursement for Fee and Out-of-Pocket Expenses:**
 - Reasonable and necessary direct out-of-pocket expenses (meals, mileage, and lodging) incurred by Davenport shall be billed to the County, annually in arrears, at cost. In addition, the County shall pay four percent (4%) of the fee amount for indirect expenses such as conference calls, printing, binding, postage and other incidental expenses.

Davenport would welcome the opportunity to discuss this fee proposal with the County so that we can come to a mutual agreement on both the compensation approach and specific fee amounts.

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**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF A BORROWING**

WHEREAS, the Town of Altavista, Virginia (the “Borrower”), intends to acquire, design, construct and equip improvements to its water and sewer systems, including (but not limited to) (a) replacement of water and sewer lines, buildings, pumps, meters, tanks, and filters, and (b) upgrades and improvements to distribution and treatment facilities, (collectively, the “Project”); and

WHEREAS, plans for the Project have advanced and the Borrower expects to advance its own funds to pay expenditures related to the Project (the “Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ALTAVISTA, VIRGINIA:

1. The Borrower intends to utilize the proceeds of tax-exempt bonds (the “Bonds”) or to incur other debt, in an amount not currently expected to exceed \$18.0 million to pay the costs of the Project.

2. The Borrower intends that the proceeds of the Bonds be used to reimburse the Borrower for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date of this Resolution. The Borrower reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds or other debt.

3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Borrower so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Borrower.

4. The Borrower intends to make a reimbursement allocation, which is a written allocation by the Borrower that evidences the Borrower’s use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Borrower recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction of at least five years.

5. The Borrower intends that the adoption of this resolution confirms the “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

6. This resolution shall take effect immediately upon its passage.

Adopted _____, 2019