REQUEST FOR FAX QUOTE - *THIS IS NOT AN ORDER*

Please complete and return this form with your quotation

RETURN FAX NUMBER (540) 853-1513

CITY OF ROANOKE
Purchasing Division
215 Church Avenue, Room 202
Roanoke, Virginia 24011

DATE: November 18, 2016 **RFQ# 17-05-04** **Bench Cut Mowing and Debris Removal**	RESPOND BY: November 23, 2016 (If your response is not received by 4:00 p.m. on November 23, 2016 your quotation may not be considered) No. of pages including coversheet:
From: Tomeka Price **Buyer** E-MAIL ADDRESS: Tomeka.price@roanokeva.gov TELEPHONE NUMBER (540) 853-2871 **FAX RETURN NUMBER (540) 853-1513**	DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE STATED BELOW Sample Contract – Attachment A Cards Payable Application – Attachment B

PUBLIC NOTICE OF AWARD: Public notice of the purchase order/contract award will be posted in the foyer area of the 2nd floor of the Noel C. Taylor Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.

DESCRIPTION	Estimated Quantity	Price per Unit	Total Extended Price
Bench Cut Incidental Debris Removal, transport, and disposal	**100**	**$_____/ ton**	**$_____**
Bench Cut Mowing	**51**	**$_____/ acre**	**$_____**
TOTAL			

*** UNIT PRICE SHALL INCLUDE ALL MATERIALS, EQUIPMENT AND LABOR.**

ALL WORK MUST BE COMPLETED DECEMBER 15, 2016.

VENDORS INTERESTED IN RESPONDING TO THIS REQUEST FOR QUOTE ARE ENCOURAGED TO TRAVEL TO THE WORK SITE AND EXAMINE THE AREA PRIOR TO SUBMITTING A QUOTE TO THE CITY.

THE CITY RESERVES THE RIGHT TO ADD/DELETE LINE ITEMS AS DEEMED NECESSARY.

THE CITY RESERVES THE RIGHT TO CANCEL OR REJECT THIS REQUEST FOR QUOTE OR REJECT ANY OR ALL QUOTES, TO WAIVE ANY INFORMALITIES IN ANY QUOTE AND TO PURCHASE ANY WHOLE OR PART OF THE ITEMS OR SERVICES LISTED IN THE REQUEST FOR QUOTE.

THE CITY WILL REVIEW EACH RESPONSIVE QUOTE AND WILL MAKE AN AWARD THAT IS DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TO:

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)		DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)		PAYMENT TERMS **Net 30**
BILLING NAME (Company name as it appears on your invoice)		FEDERAL TAXPAYER NUMBER (If different than ID# above)		
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS		
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)		DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER		FAX NUMBER
*BUSINESS CLASSIFICATION	☐ LARGE	☐ SMALL	☐ MINORITY-OWNED	☐ WOMEN-OWNED

The attention of each Bidder/Offeror is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid or proposal the Identification Number issued to such bidder or offeror by the Virginia State Corporation Commission (SCC). Furthermore, any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or 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. Please complete the following by checking the appropriate line that applies and providing the requested information:

A._____ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is _____.

B._____ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is _____.

C._____ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

_____

_____

Please attach additional sheets of paper if you need more space to explain why such offeror is not required to be authorized to transact business in Virginia.

Attachment A
to
RFQ#17-05-04

CITY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN CITY OF ROANOKE AND
_____
FOR BENCH CUT MOWING AND DEBRIS REMOVAL

This Contract # _____ is dated _____, 20___, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and _____ hereinafter referred to as the "Contractor," **{NOTE: Use one of the following if applicable.} {a _____ corporation.} {an Individual.} {a _____Partnership.} {a _____Limited Liability Company.}**

WITNESSETH:

WHEREAS, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for Bench Cut mowing and debris removal and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.
For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for to complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. Quote Form Completed by Contractor and dated _____ (Exhibit 3). **(To be provided after selection of Successful Bidder.)**
4. Bench Cut Location Map (Exhibit 4).
5. Roanoke River Flood Reduction Maintenance Inventory of Assets (Exhibit 5).
6. Flood Reduction Areas Map (Exhibit 6).
7. Bench Cut Plan View Schematic (Exhibit 7).
8. Bench Cut Cross Sections (Exhibit 8).
9. Request for Quote No. 17-05-04, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.
The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed $_____ , as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is

in the sole discretion of the City and that there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

The Successful Bidder shall start the performance of any resultant Contract or as fixed by a notice to proceed given by the City to the Successful Bidder, all in accordance with the Contract provisions.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City representative to the Contractor, and the Contractor covenants and agrees to fully perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working.

SECTION 5. PAYMENT.

A. Payment requested shall be for the services completed and/or materials supplied for the Project, as specified in the Scope of Work (Exhibit 2) and as approved by the City's Parks and Recreation Landscape Management Coordinator. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment, together with sufficient documentation of all reimbursable expenses or costs.

B. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Invoices for work rendered and accepted shall be submitted by Contractor directly to the Parks and Recreation Department. Approval and payment of such invoices shall be the responsibility of the City's Parks and Recreation Manager or designee. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

C. The services the Contractor may be requested to provide the City are those items set forth in Exhibit 2 (Scope of Work) and/or Exhibit 3 (Quote Form), which list of services may be amended by the mutual agreement of the parties. The prices to be paid to the Contractor for such services provided to and accepted by the City under the provisions of this Contract shall be the current price(s) as set forth in Exhibit 3 (Quote Form). Unless otherwise stated in this Contract, the price(s) shall include all applicable charges such as pick up, delivery, printing, packaging, shipping, and other charges.

SECTION 6. SALES TAX EXEMPTION.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to City personnel making the request and accepted by the City. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City.

SECTION 8. INSPECTION.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the City do not fully conform to the provisions hereof, the City shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to the City will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the City in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

SECTION 16. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 17. NONWAIVER.

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

A. During the performance of this Contract, Contractor agrees as follows:

   i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.

iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for 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 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 Contractor that 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.

B. 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.

SECTION 22. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 23. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 24. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 26. HEADINGS.
The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 27. COUNTERPART COPIES.
This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 28. AUTHORITY TO SIGN.
The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 29. NOTICES.
All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:	City of Roanoke
	Roanoke, Virginia 24014
Facsimile:	(540) 853-
Copy to:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building, Room 202 215 Church Avenue, SW Roanoke, Virginia 24011
Facsimile:	(540) 853-1513
Email:	purchasing.contracts@roanokeva.gov
If to Contractor:	_____
	Attn: _____, President/CEO
	_____
	_____
Email Address:	_____
Phone:	_____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 30. PROTECTING PERSONS AND PROPERTY.
The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 31. CONTRACT SUBJECT TO FUNDING.
This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice

to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.

The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 33. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2–4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from Contractor. Contractor hereby transfers and assigns all such rights and items to the City. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 36. JOBSITE APPEARANCE.
The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or as otherwise required by the Contract.

SECTION 37. FINAL CLEANING.
The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition. If a Contractor fails to clean up at the completion of the Project, the City may do so and charge for the costs thereof to the Contractor.

SECTION 38, PROTECTION ON SITE.
The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

SECTION 39. SAFETY AND HEALTH PRECAUTIONS.
The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

SECTION 40. PROTECTING THE PUBLIC.
The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the "Virginia Work Area Protection Manual," published by Virginia Department of Transportation.

SECTION 41. PROTECTING THE WORK AND ADJACENT PROPERTY.
The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the City's property and the property where the work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

SECTION 42. EMERGENCIES.
In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the City's project manager, City Engineer, Building Code Official, or Fire Official, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the City's project manager, City Engineer, Building Code Official, Fire Official, or other responsible official, Contractor shall so act immediately, without appeal.

SECTION 43. DAMAGE TO THE WORK.
The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until its completion and acceptance by the City.

SECTION 44. DAMAGE TO OTHER WORK OR UTILITIES.
The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours' notice prior to the adjustment, and the Contractor shall comply with the provisions of the Virginia Underground Utilities

Damage Prevention Act, Section 56-265.14 et seq., of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

SECTION 45. WEATHER DAMAGE OR DELAY.
Damage to the Work or any delays caused by the weather shall be the responsibility of the Contractor.

SECTION 46. DAMAGE TO EXISTING STRUCTURES.
Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the City.

SECTION 47. RELEASE BY CONTRACTOR.
The acceptance by the Contractor of the final payment shall be and does operate as a release by the Contractor of all claims by the Contractor against City and of all other liability of the City to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

SECTION 48. DEFECTIVE WORK.
The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part that is found, by the City, to be defective.

SECTION 49. ENTIRE CONTRACT.
This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS: (**Full Legal Name of Contractor**)

_____ By_____

_____ _____
Printed Name and Title Printed Name and Title

(SEAL)

CITY OF ROANOKE, VIRGINIA

WITNESS:

_____ By_____
City Manager or Authorized City Representative

_____ _____
Printed Name and Title Printed Name and Title

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

_____ _____
City Attorney Director of Finance

Account #_____

Approved as to Execution:

_____
City Attorney

EXHIBIT 1
TO CONTRACT
BETWEEN CITY OF ROANOKE AND

_____

FOR BENCH CUT MOWING AND DEBRIS REMOVAL

REFERENCE: RFQ# 17-05-04

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.

B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:

(1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: $1,000,000.00

$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

$1,000,000.00 Products/Completed Operations Aggregate Limit.

$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

$1,000,000.00 each occurrence limit

(2) Automobile Liability: $1,000,000.00 combined single limit with applicable endorsement to cover waste cargo, if transporting hazardous materials.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

$100,000.00 Bodily Injury by Accident each occurrence

$500,000.00 Bodily Injury by Disease Policy Limit.

$100,000.00 Bodily Injury by Disease each employee.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.

D. Proof of Insurance Coverage:

(1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

(2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the

Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END

EXHIBIT 2
TO CONTRACT
BETWEEN CITY OF ROANOKE AND

_____

FOR BENCH CUT MOWING AND DEBRIS REMOVAL

REFERENCE: RFQ# 17-05-04

SCOPE OF WORK

The following are the services and/or items that the Successful Bidder will be required to provide and such services are to be included in the bids.

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

The Contractor shall furnish labor, materials, equipment and incidentals necessary to complete all work described herein.

General Requirements

The work shall consist of debris removal and Bench Cut/training wall mowing along the Roanoke River Flood Reduction project and drainage facilities (pipes, inlet and outfall structures adjacent to Roanoke River) as summarized in Exhibit 5 (Roanoke River Flood Reduction Maintenance Inventory of Assets) and Exhibit 6 (Flood Reduction Areas Map) within the limits identified on Exhibit 4 (Bench Cut Location Map), Exhibit 7 (Bench Cut Plan View Schematic) and Exhibit 8 (Bench Cut Cross Sections). The Roanoke River Flood Reduction project contains the following features; Bench Cuts, training walls, and greenway. The Bench Cuts and training walls are located at discrete locations along the Roanoke River. Location overview and detail maps are provided as attachments. Please note that majority of the drainage facilities are located outside the limits of Bench Cuts and training walls. All debris removed from the Roanoke River Flood Reduction project and drainage facilities shall be disposed of at a transfer station. Contractor shall also include transfer station tipping fees into this price. Other elements of the required Work are as follows:

Training Wall Vegetation Maintenance - Contractor shall clear and remove any trees and/or other vegetation growing along both sides of the concrete Training Walls 298 and 330 as summarized in Exhibit 5 (Roanoke River Flood Reduction Maintenance Inventory of Assets) and Exhibit 6 (Flood Reduction Areas Map). No application of any type of herbicide is permitted.

Mowing - Mowing shall consist of cutting the grass, weeds and saplings on the Bench Cuts and training walls to a height of approximately six inches (6”), measured from the ground.

- Payment shall be paid on an acreage basis. Payment for this item is for the proper mowing for all of the Bench Cuts in accordance with the included specifications. This item shall also include performance of construction preparatory operations, including the movement of personnel and equipment to the project site and from one location to the other, material carrying costs, payment of performance and payment bond, and other insurance.

- Contractor shall note that some Bench Cuts areas are overgrown with saplings. Saplings shall be cut off flush with the existing ground level and disposed of as part of the mowing line item.

- Before mowing, the Contractor shall remove and dispose of debris that will prevent mowing and/or damage mowing equipment.

- The Contractor shall note that the Bench Cut areas have rough and uneven grades. In addition, Bench Cuts are subject to heavy erosion from flood damage and off-site drainage.

- The Contractor shall note that the steep slope areas of the Bench Cuts are covered with erosion and sediment control matting secured by either wooden stakes or iron pins.

- The Contractor shall note and take caution that some areas associated with Bench Cuts have stone riprap protection. No work is required within the riprap areas.

- The City shall mark trees, with pink ribbons, that were planted on the Bench Cuts/training walls as part of the flood reduction project. Contractor shall not disturb the marked trees.

- The Contractor shall note and take caution that along Training Wall #330, there are a series of flap gates that must not be damaged when working in that area.

Debris Removal - Debris is scattered along the Bench Cuts and training walls. In certain areas, the debris is concentrated into piles.

- Payment shall be paid on a tonnage basis. Payment for this item is for the proper removal, transportation, and disposal of debris in accordance with work as specified.

- All debris shall be disposed of at the Roanoke Valley Resource Authority – Tinker Creek Station located at 1020 Hollins Road, NE. The Resource Authority shall provide the Contractor with a tipping weight receipt which shall be the basis for City payment. The City shall pay the Contractor based on the net weight of the debris (Total Load minus Weight of the Truck).

All work must be completed by **December 15, 2016**.

Any damage (ruts, gouges, etc.) done during the performance of this work must be reported and repaired by Contractor. Contractor must contact the City for directions and specifications on how the damage shall be repaired (soil, seed type, etc.), prior to repairs. Repair shall be made to City's standard at Contractor's expense. Acceptance of repair is in the City's sole discretion.

Work will be checked after completion for compliance. Any deficiencies must be corrected by the contractor before final approval will be given.

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EXHIBIT 3
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
_____
FOR BENCH CUT MOWING AND DEBRIS REMOVAL

REFERENCE: RFQ# 17-05-04

QUOTE FORM COMPLETED BY CONTRACTOR AND DATED

(To be provided after selection of Successful Bidder.)

EXHIBIT 4
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
_____
FOR BENCH CUT MOWING AND DEBRIS REMOVAL

REFERENCE: RFQ# 17-05-04

BENCH CUT LOCATION MAPS

2 pages attached

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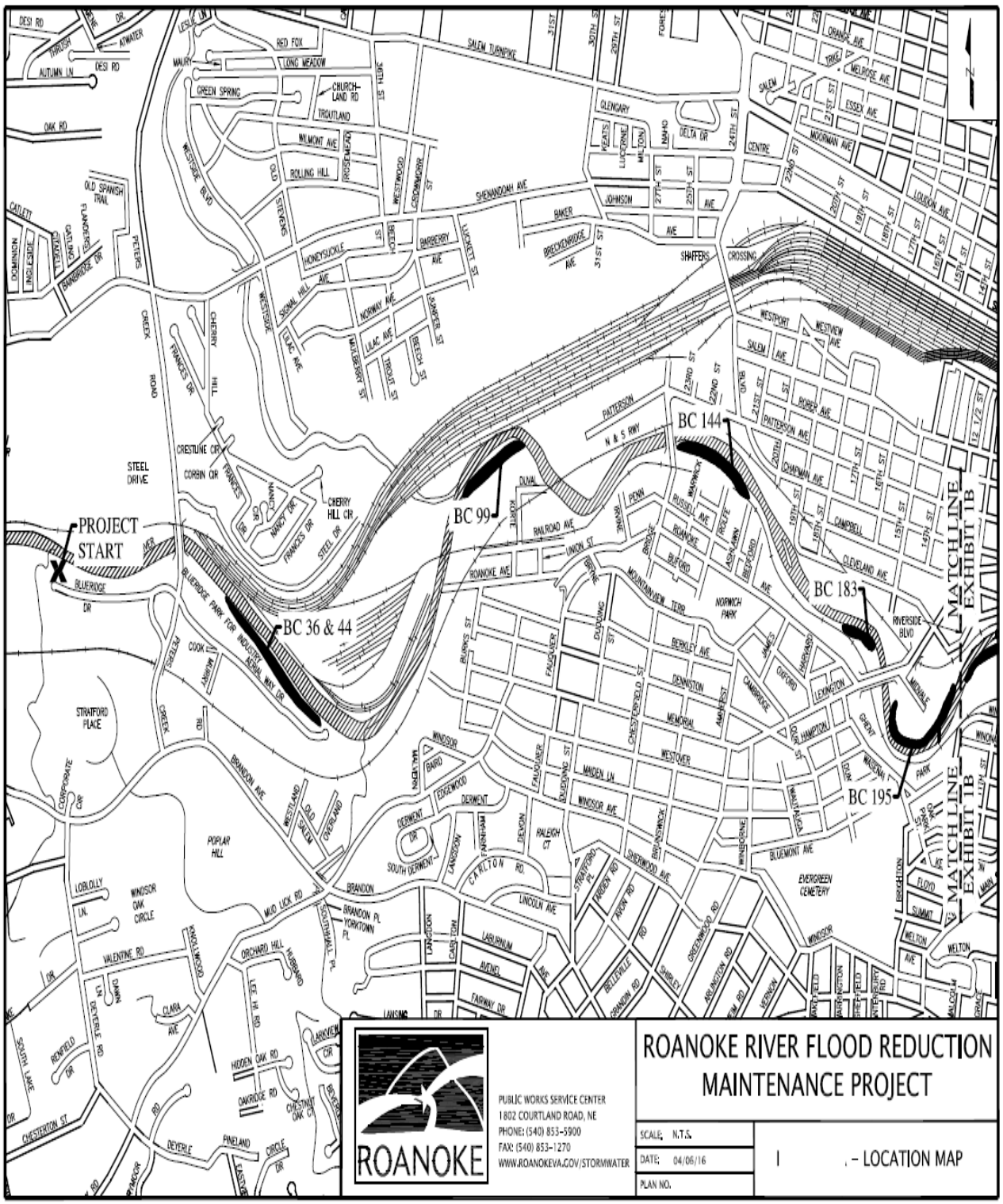
PROJECT START
BC 36 & 44
BC 99
BC 144
BC 183
BC 195
MATCHLINE EXHIBIT 1B
MATCHLINE EXHIBIT 1B
ROANOKE RIVER FLOOD REDUCTION MAINTENANCE PROJECT
ROANOKE
PUBLIC WORKS SERVICE CENTER
1802 COURTLAND ROAD, NE
PHONE: (540) 853-5900
FAX: (540) 853-1270
WWW.ROANOKEVA.GOV/STORMWATER
SCALE: N.T.S.
DATE: 04/06/16
PLAN NO.
. - LOCATION MAP

MATCH LINE EXHIBIT 1A
MATCH LINE EXHIBIT 1A
BC 216
BC 242
BC 353
BC 465
TW 330
BC 333
BC 372
TW 298
BC 410
BC 411
PROJECT END
WATER POLLUTION CONTROL CENTER
INDUSTRIAL CIR
MILL MOUNTAIN
ROANOKE
PUBLIC WORKS SERVICE CENTER
1802 COURTLAND ROAD, NE
PHONE: (540) 853-5900
FAX: (540) 853-1270
WWW.ROANOKEVA.GOV/STORMWATER
ROANOKE RIVER FLOOD REDUCTION MAINTENANCE PROJECT
SCALE: N.T.S.
DATE: 04/06/16
PLAN NO.
LOCATION MAP

EXHIBIT 5
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
_____
FOR BENCH CUT MOWING AND DEBRIS REMOVAL

REFERENCE: RFQ# 17-05-04

ROANOKE RIVER FLOOD REDUCTION MAINTENANCE INVENTORY OF ASSETS

1 page attached

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Roanoke River Flood Reduction Maintenance Project

- Inventory of Assets

Item	Steep Slope Mowing (Acres)	Remainder of Mowing (Acres)	Total Mowing (Acres)	Length (ft)	Number of Outfalls	Number of Riprap Locations	Access Point
Bench Cut (BC) 483	0.51	0.74	1.25	551	3	1	Tayloe Street
Bench Cut (BC) 465	1.19	3.95	5.14	1,596	-	4	13th Street Gate
Bench Cut (BC) 410	2.11	4.34	6.45	2,068	9	-	9th Street
Bench Cut (BC) 411	1.32	1.60	2.92	1,679	5	4	Greenway (Deaton Rd)
Bench Cut (BC) 372	3.80	4.68	8.48	3,522	2	4	9th Street thru AEP lot
Bench Cut (BC) 353	1.67	1.76	3.43	1,816	2	1	Piedmont Park
Bench Cut (BC) 333	1.10	0.89	1.99	1,560	-	-	Greenway Trail
Bench Cut (BC) 242	0.61	0.59	1.20	600	1	-	Wasena Park
Bench Cut (BC) 216	2.04	3.21	5.25	2,145	-	-	Wasena Park
Bench Cut (BC) 195	2.30	1.90	4.20	1,635	1	-	Vic Thomas Park
Bench Cut (BC) 183	0.76	0.77	1.53	611	-	-	Memorial Park / Under Memorial Bridge
Bench Cut (BC) 144	1.43	2.72	4.15	1,390	2	2	Bridge Street
Bench Cut (BC) 99	1.54	1.70	3.24	1,116	-	-	Roanoke Ave SW
Bench Cut (BC) 44 & 36	1.20	0.98	2.18	1,772	7	10	Greenway (Aerial Way Dr)
Training Wall (TW) 298	0.00	0.00	0.00	1,982	8	innaccurate	River's Edge Park
Training Wall (TW) 330	0.00	0.00	0.00	1,960	8	1	Honey Tree Early Learning Center
Outside of Bench Cuts & Training Walls	0.00	0.00	0.00	N/A	79	60	Various
Total	21.58	29.83	51.41	22,061	127	87	

EXHIBIT 6
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
_____
FOR BENCH CUT MOWING AND DEBRIS REMOVAL

REFERENCE: RFQ# 17-05-04

FLOOD REDUCTION AREAS MAPS

20 pages attached

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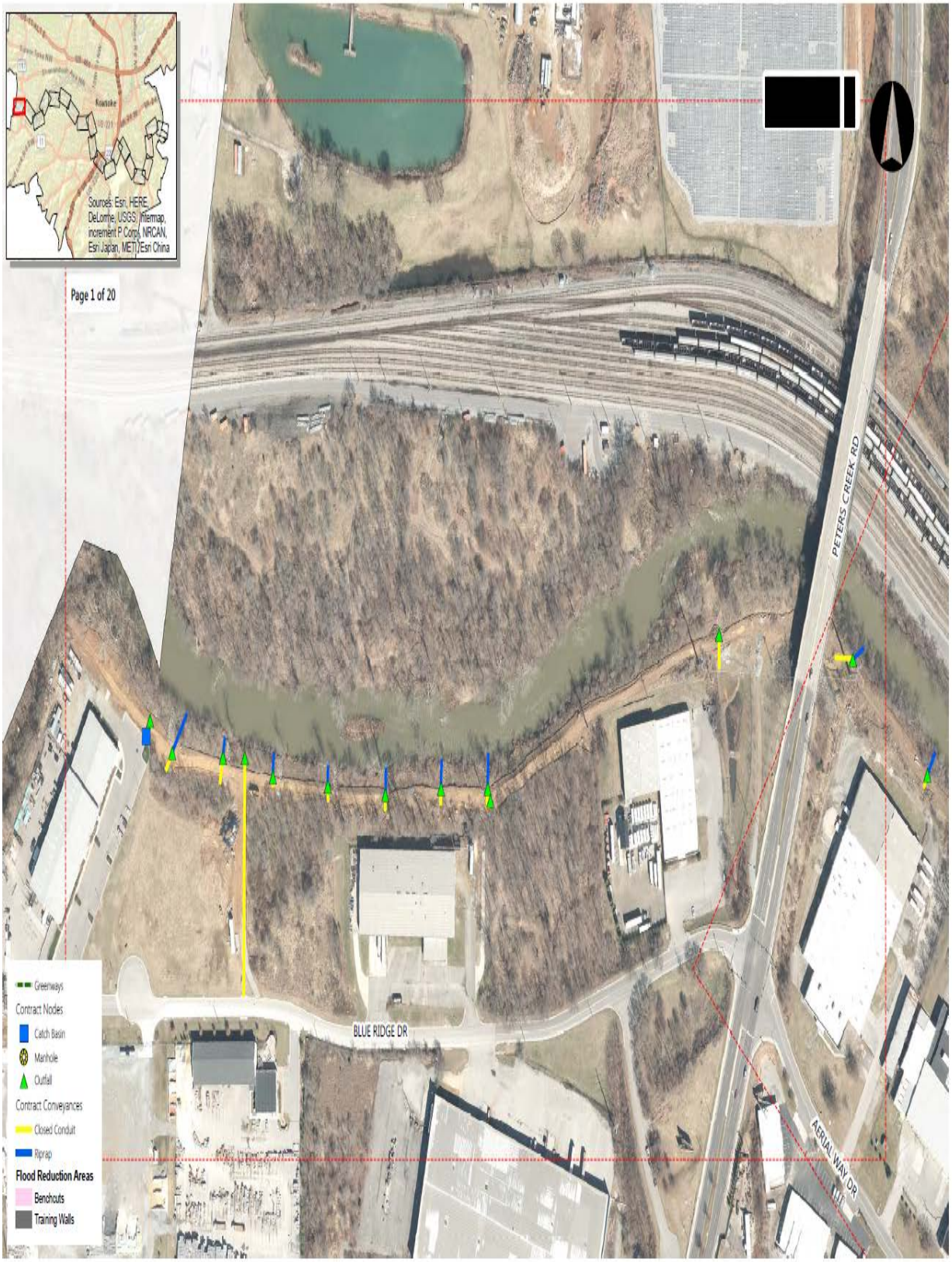
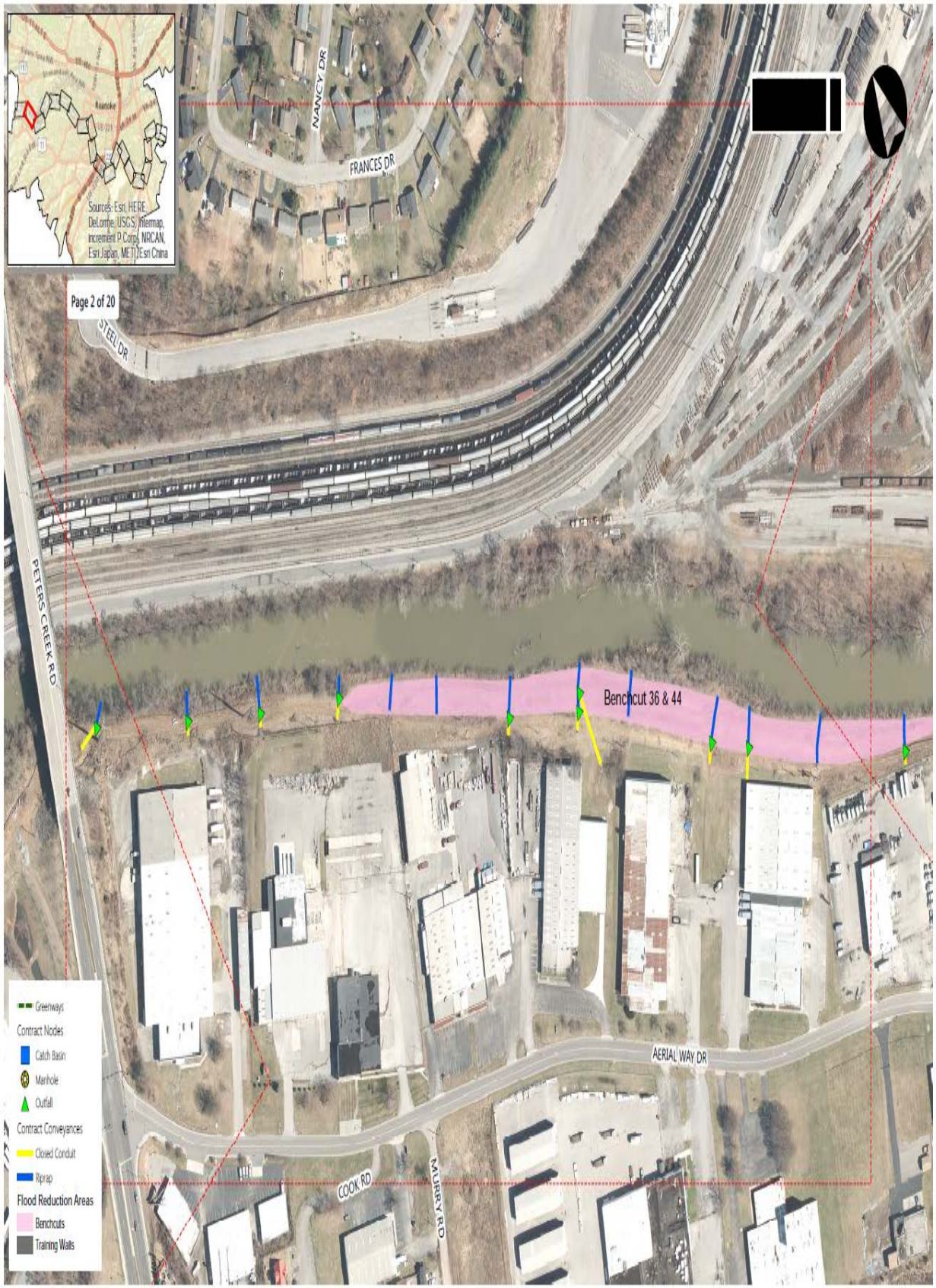

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 1 of 20
PETERS CREEK RD
BLUE RIDGE DR
AERIAL WAY DR
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls


Roanoke
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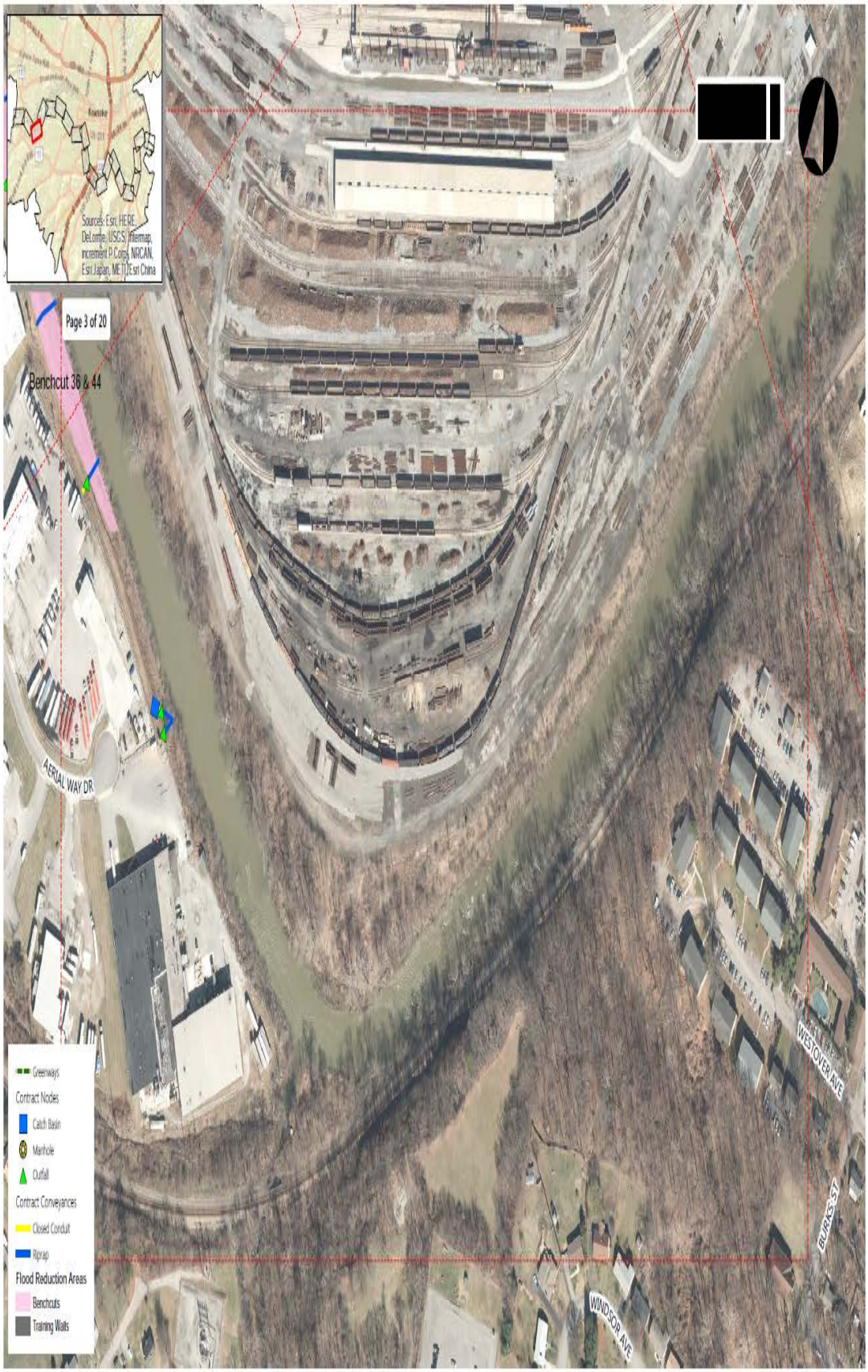
Page 2 of 20
NANCY DR
FRANCES DR
STEEL DR
PETERS CREEK RD
Benchcut 36 & 44
AERIAL WAY DR
COOK RD
MURRY RD
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls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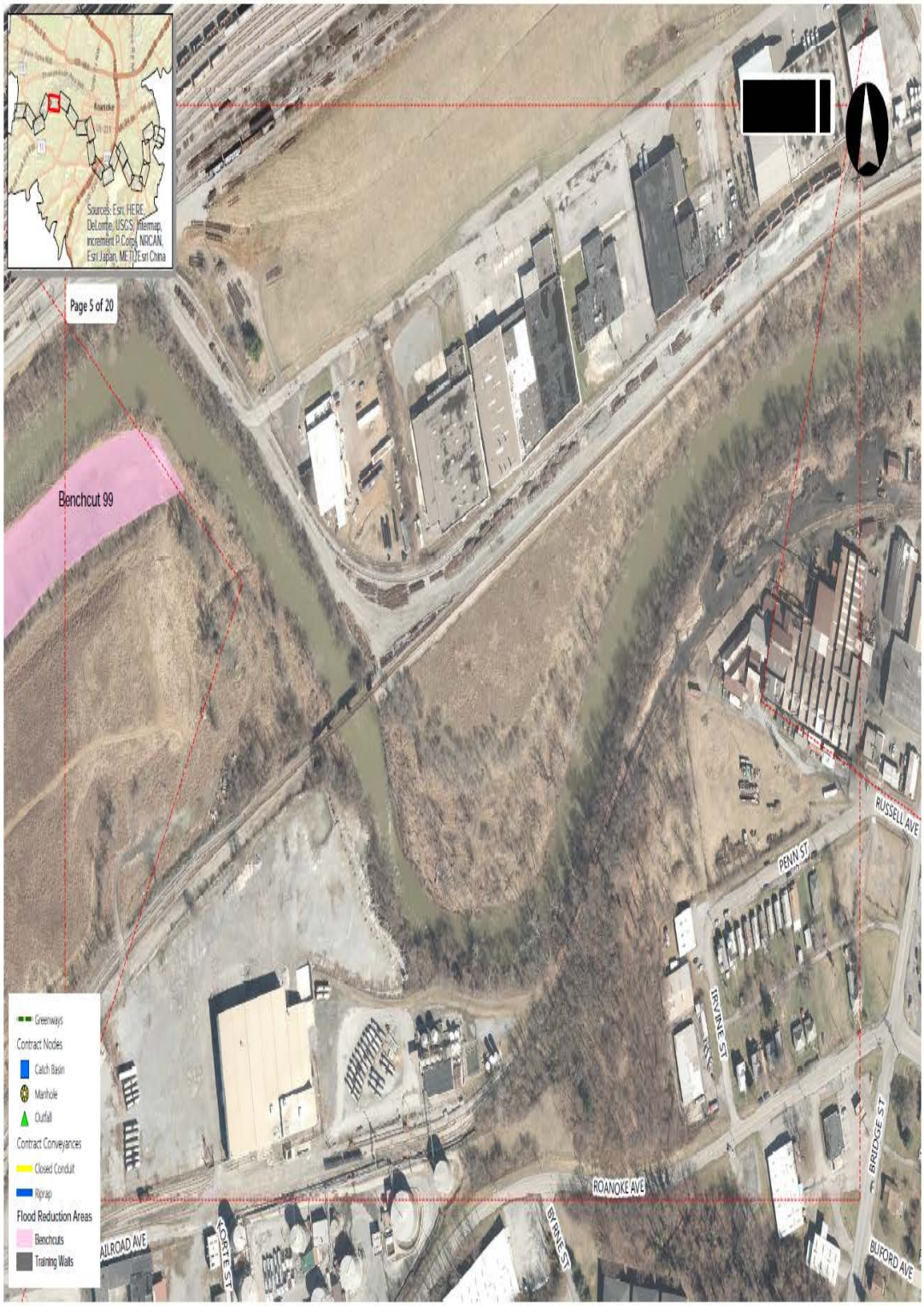
Page 3 of 20
Benchcut 36 & 44
AERIAL WAY DR
WESTOVER AVE
BURKS ST
WINDSOR AVE
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 4 of 20
Benchcut 99
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls
BURKS ST
BERKLEY AVE
RAILROAD AVE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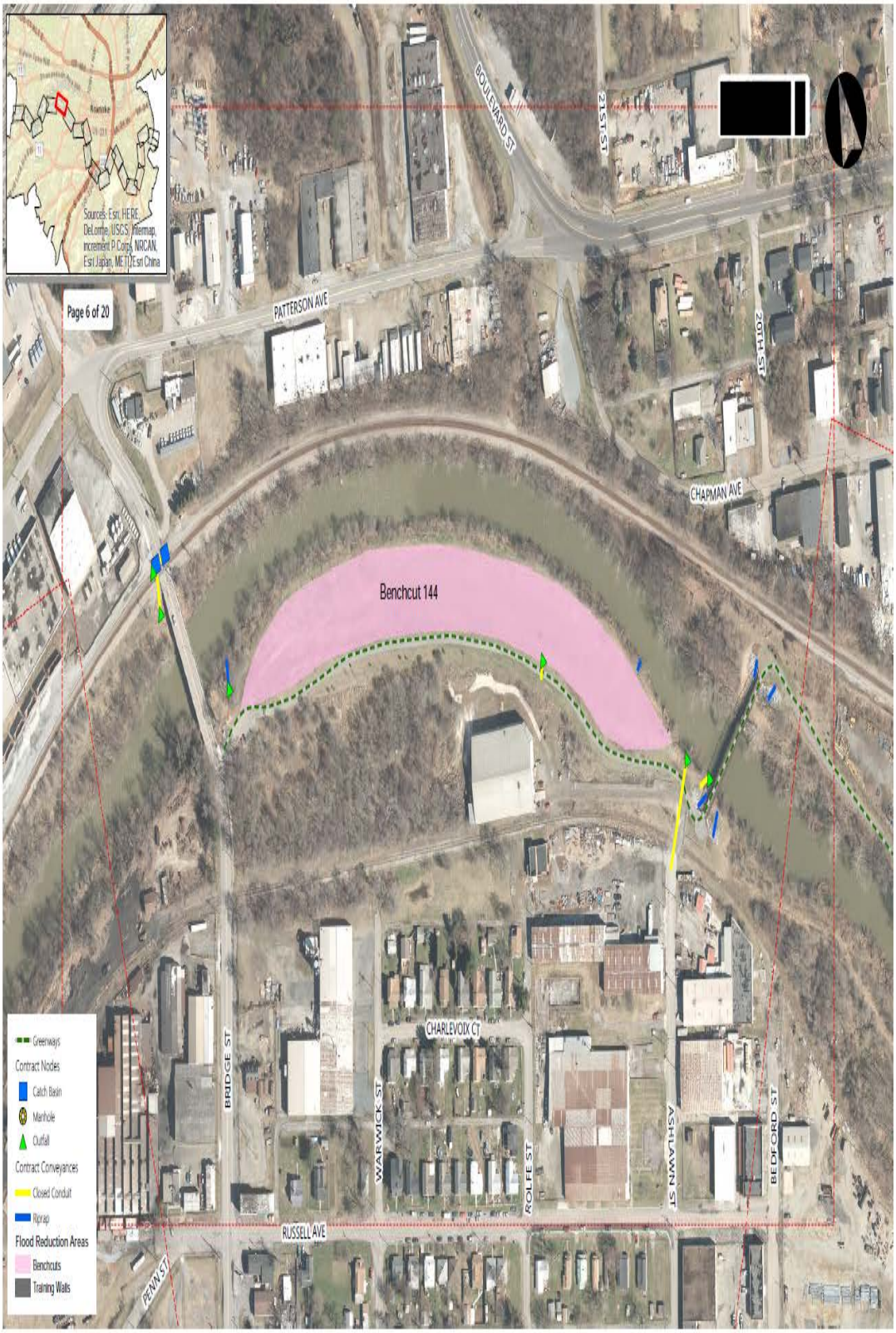
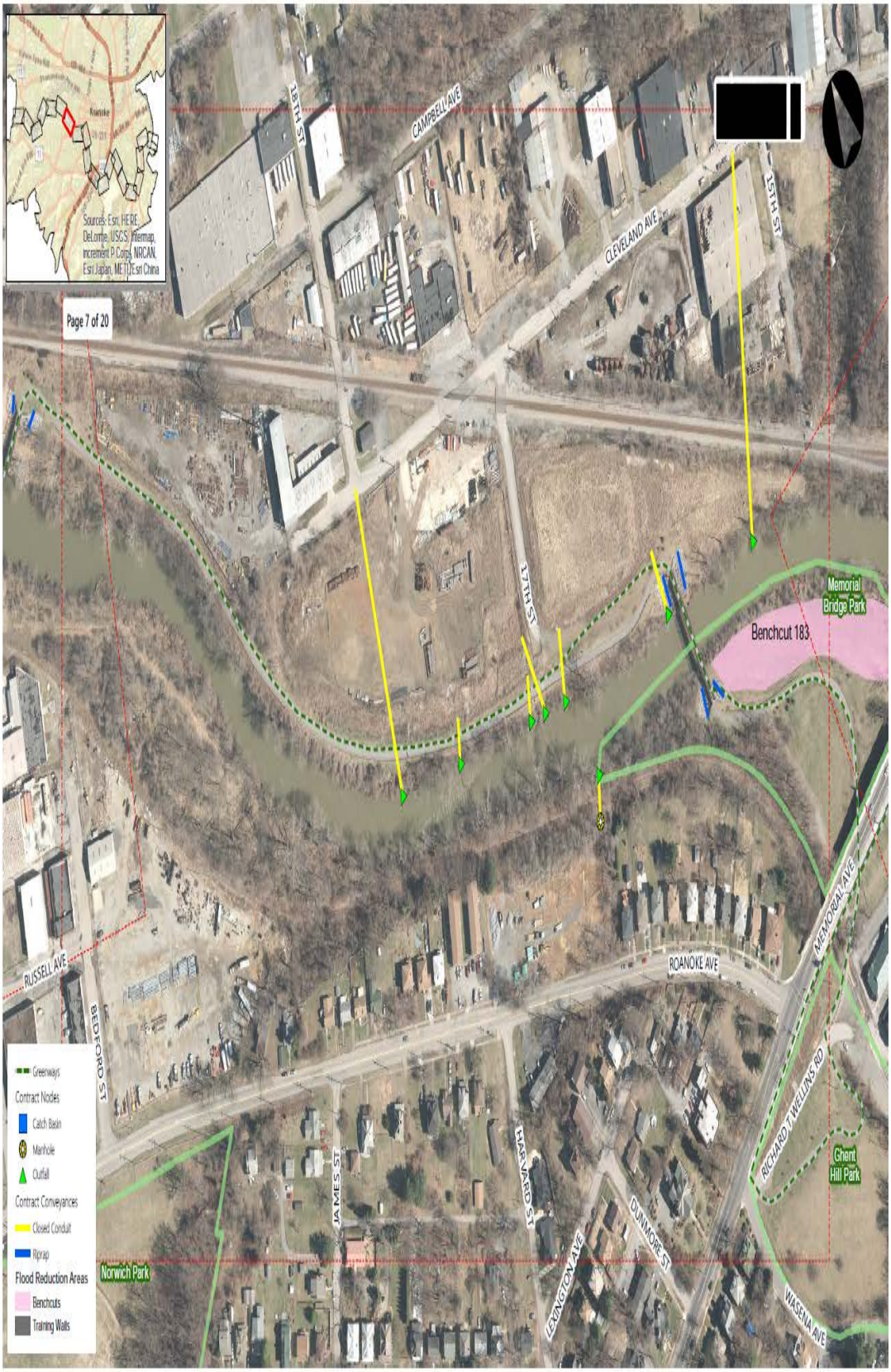
Page 5 of 20
Benchcut 99
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls
RUSSELL AVE
PENN ST
IRVIN AVE ST
BRIDGE ST
ROANOKE AVE
BYRNE ST
BUFORD AVE
AILROAD AVE
KORTE ST


Page 6 of 20
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
BOULEVARD ST
21ST ST
PATTERSON AVE
20TH ST
CHAPMAN AVE
Benchcut 144
CHARLEVOIX CT
BRIDGE ST
WARWICK ST
ROLFE ST
ASHLAWN ST
BEDFORD ST
RUSSELL AVE
PENN ST
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls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18TH ST
CAMPBELL AVE
CLEVELAND AVE
15TH ST
17TH ST
Memorial Bridge Park
Benchcut 183
MEMORIAL AVE
ROANOKE AVE
RUSSELL AVE
BEDFORD ST
JAMES ST
HARVARD ST
LEXINGTON AVE
DUNMORE ST
RICHARD T WELLINS RD
Ghent Hill Park
WASENA AVE
Norwich Park
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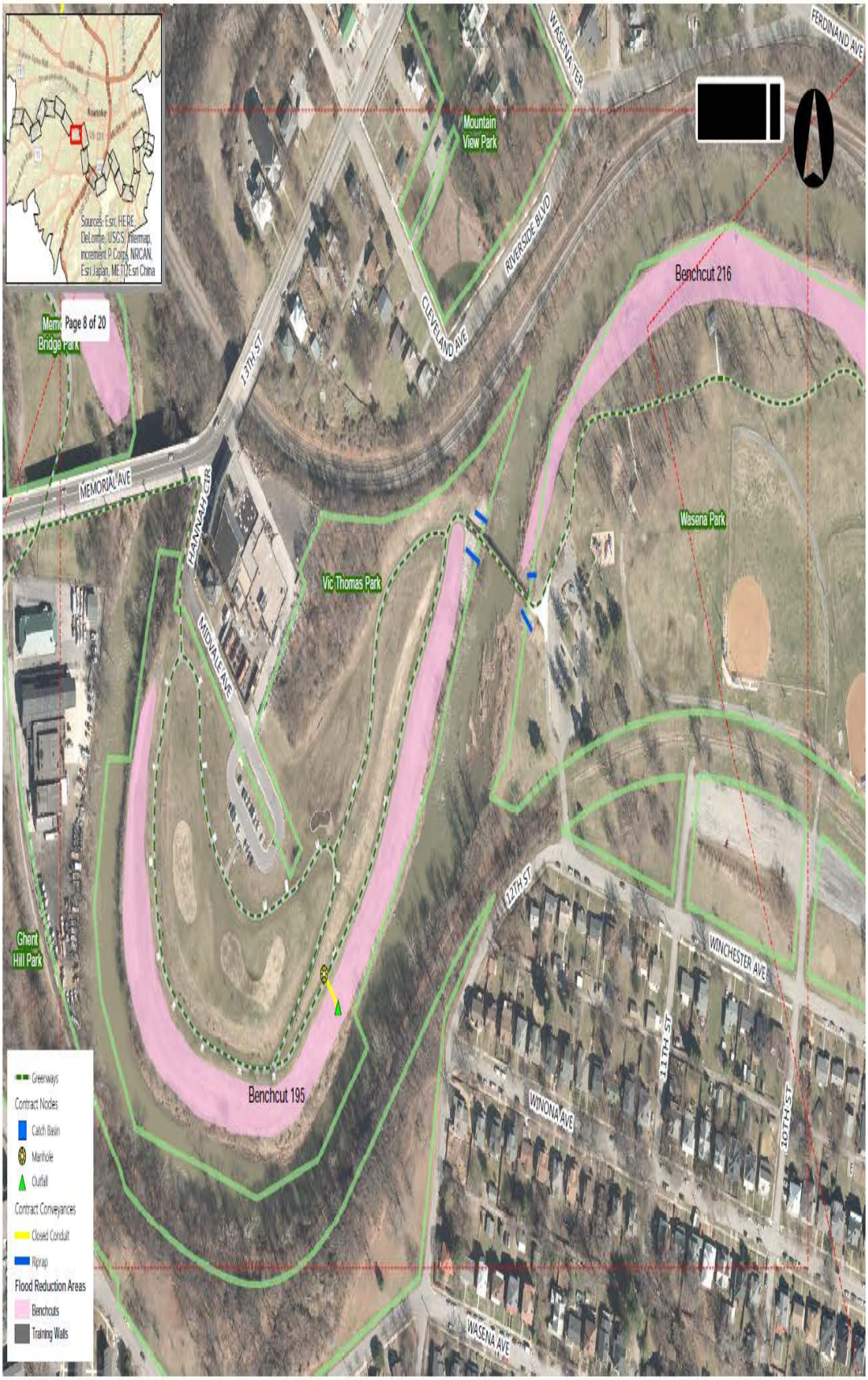
Flood Reduction Areas
Benchcuts
Training Walls


Page 8 of 20
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Mountain View Park
WASENA TER
FERDINAND AVE
RIVERSIDE BLVD
CLEVELAND AVE
Benchcut 216
Memorial Bridge Park
13TH ST
MEMORIAL AVE
HANNAH CIR
Wasena Park
Vic Thomas Park
MIDVALE AVE
12TH ST
WINCHESTER AVE
Ghent Hill Park
11TH ST
10TH ST
WINONA AVE
Benchcut 195
WASENA AVE
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
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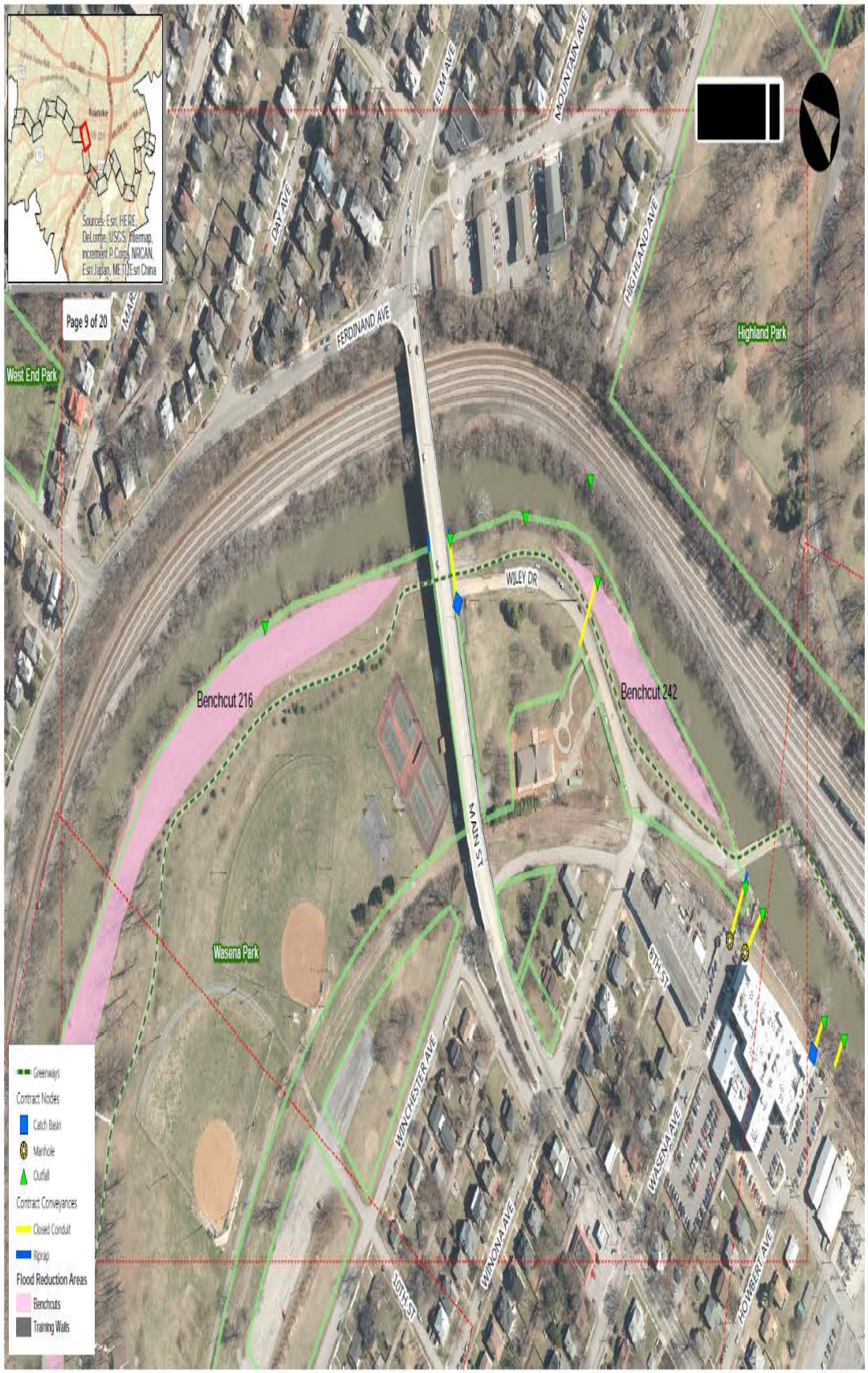
Page 9 of 20
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
FERDINAND AVE
ELM AVE
MOUNTAIN AVE
DAY AVE
HIGHLAND AVE
MAR
West End Park
Highland Park
WILEY DR
Benchcut 216
Benchcut 242
MAIN ST
Wasena Park
6TH ST
WINCHESTER AVE
WINONA AVE
WASENA AVE
HOWBERT AVE
10TH ST
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
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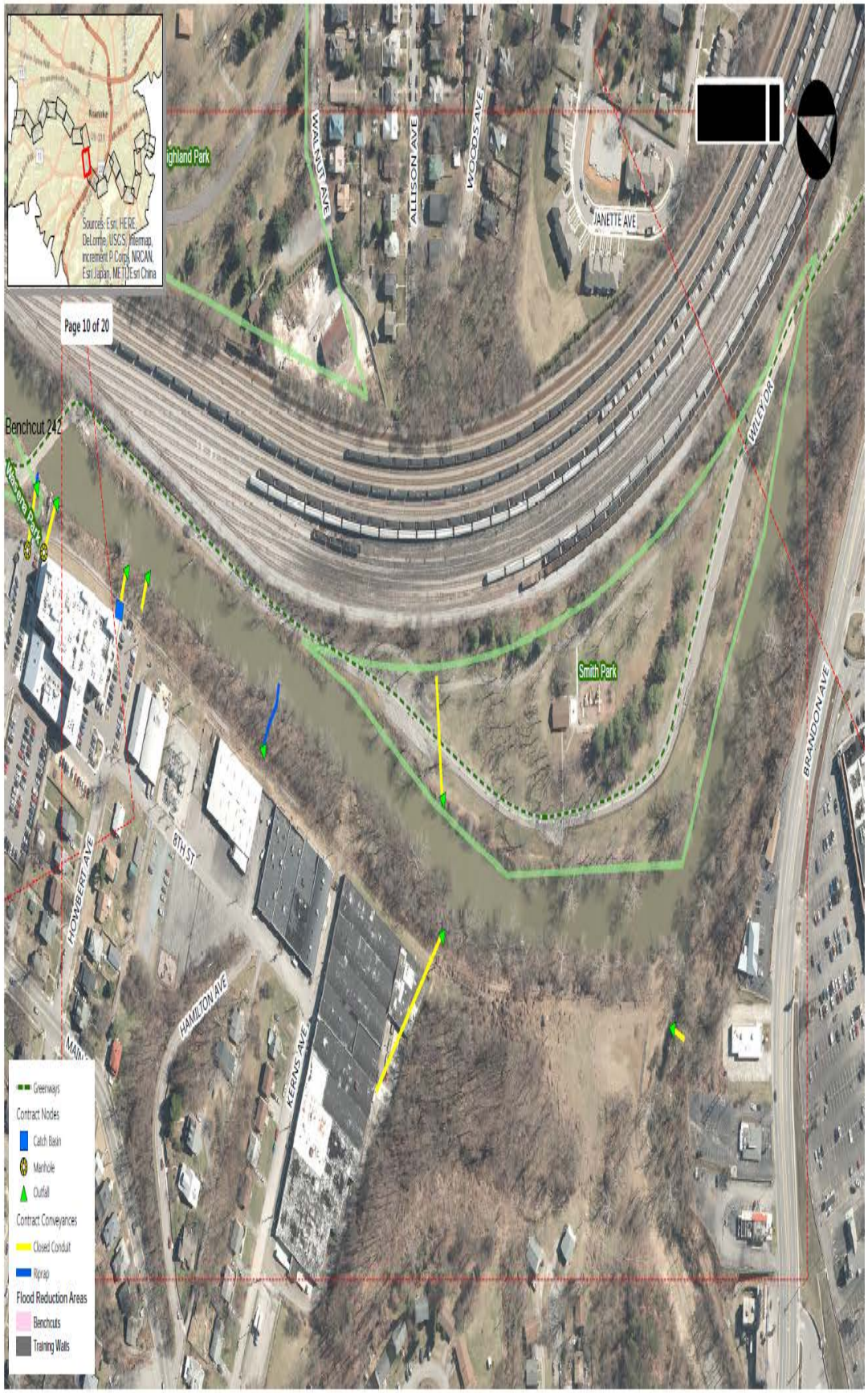
Training Walls


Page 10 of 20
Benchcut 242
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
ighland Park
WALNUT AVE
ALLISON AVE
WOODS AVE
JANETTE AVE
WILEY DR
Smith Park
BRANDON AVE
8TH ST
HOMBERT AVE
HAMILTON AVE
KERNS AVE
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
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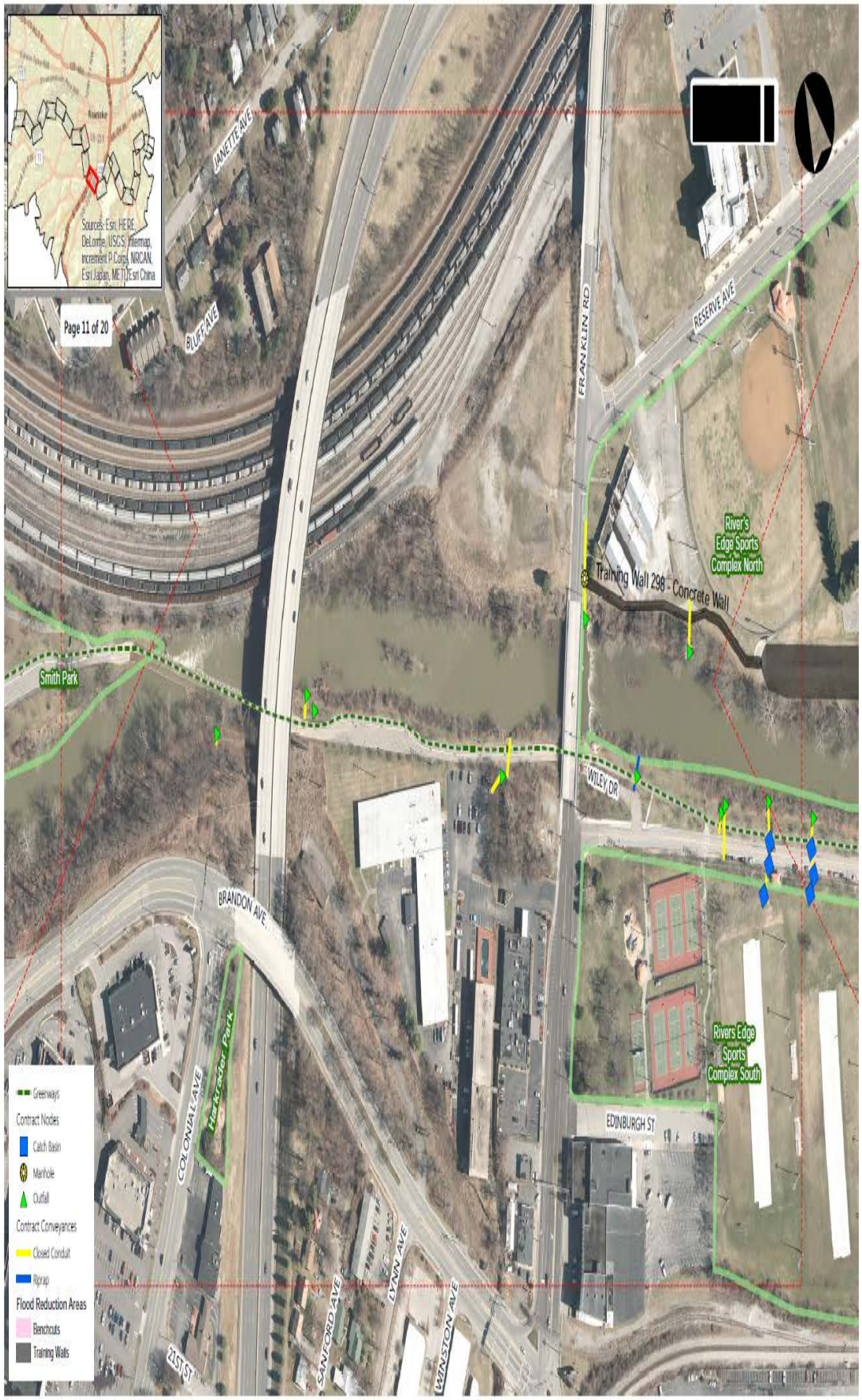
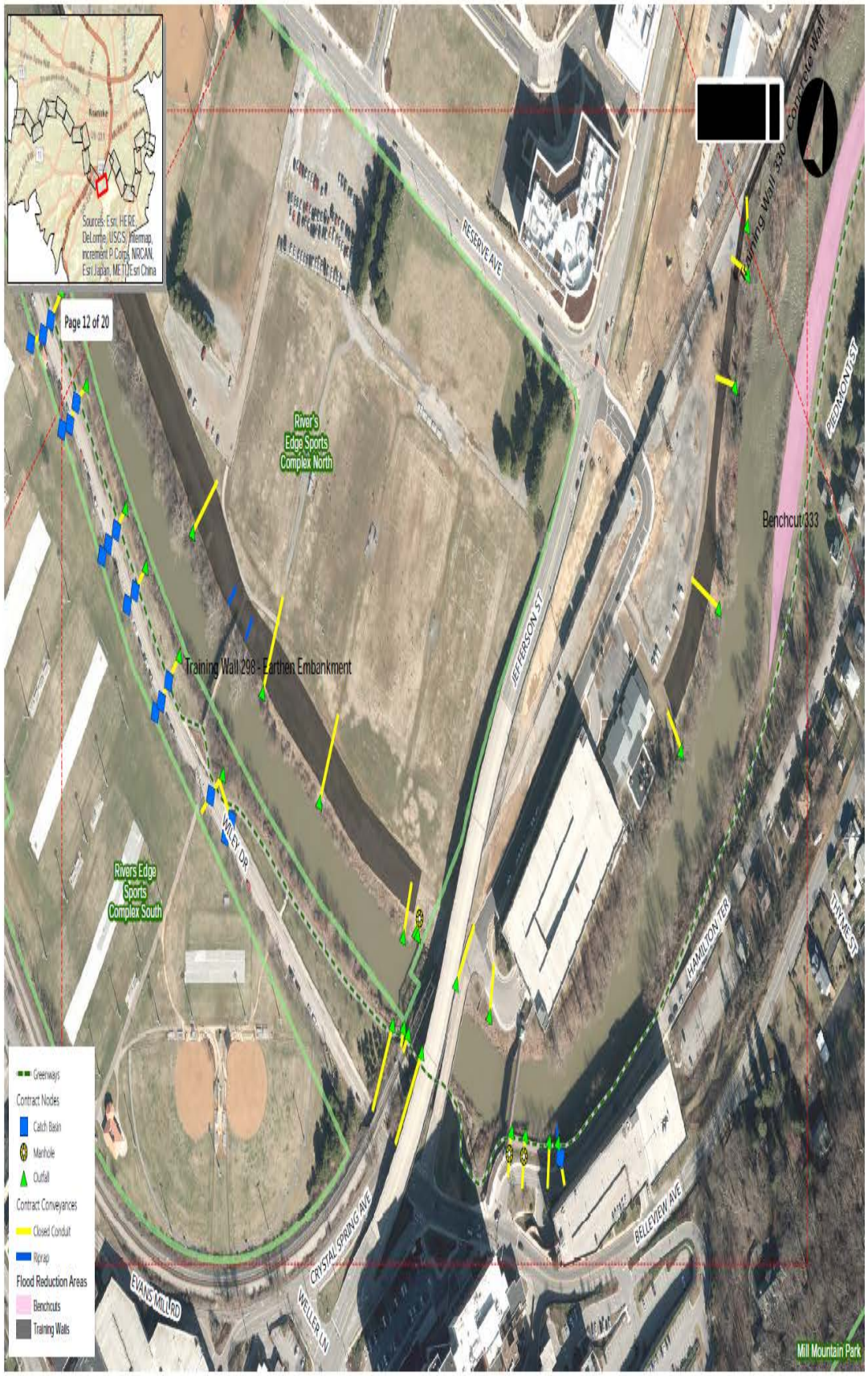
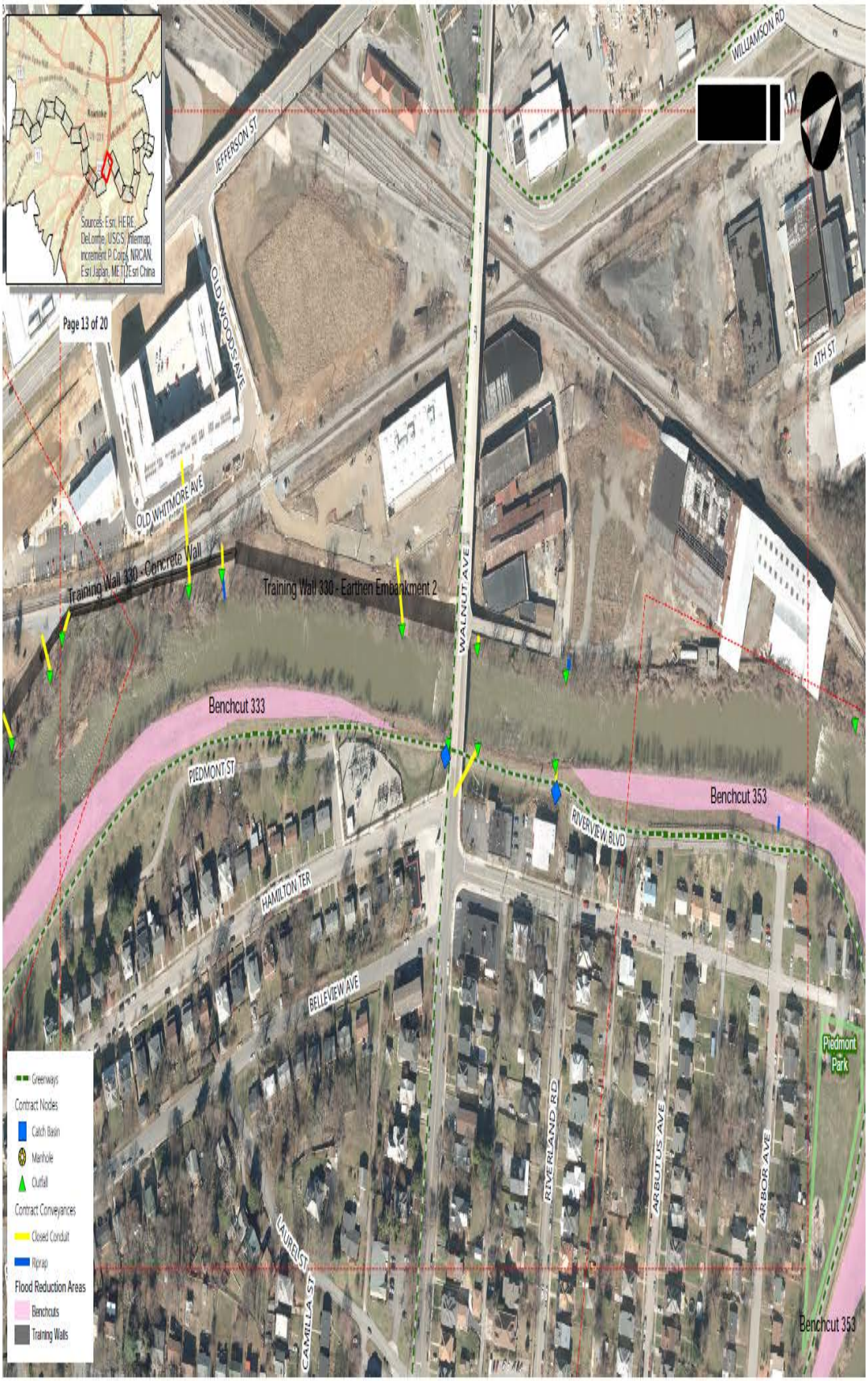
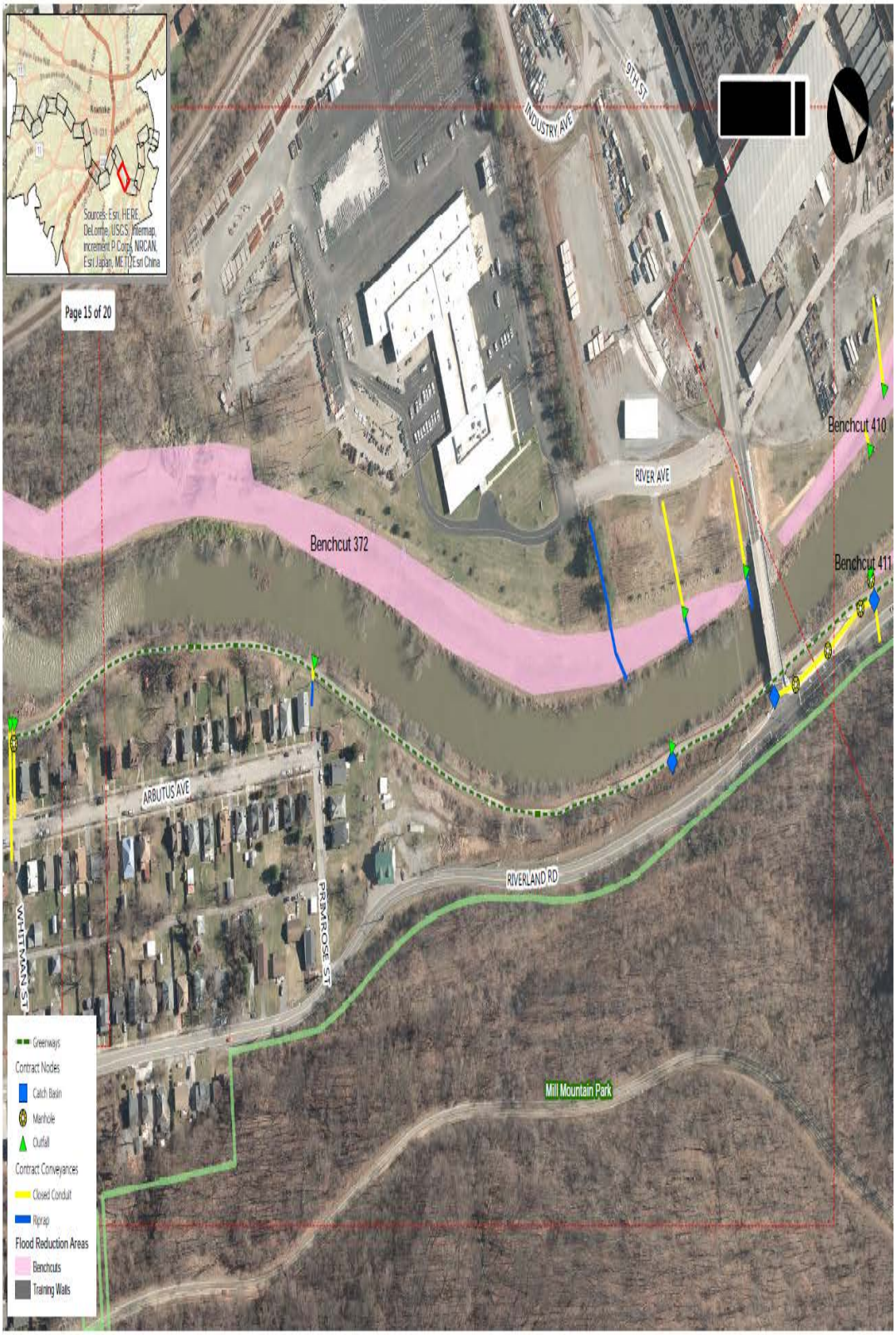
Training Walls

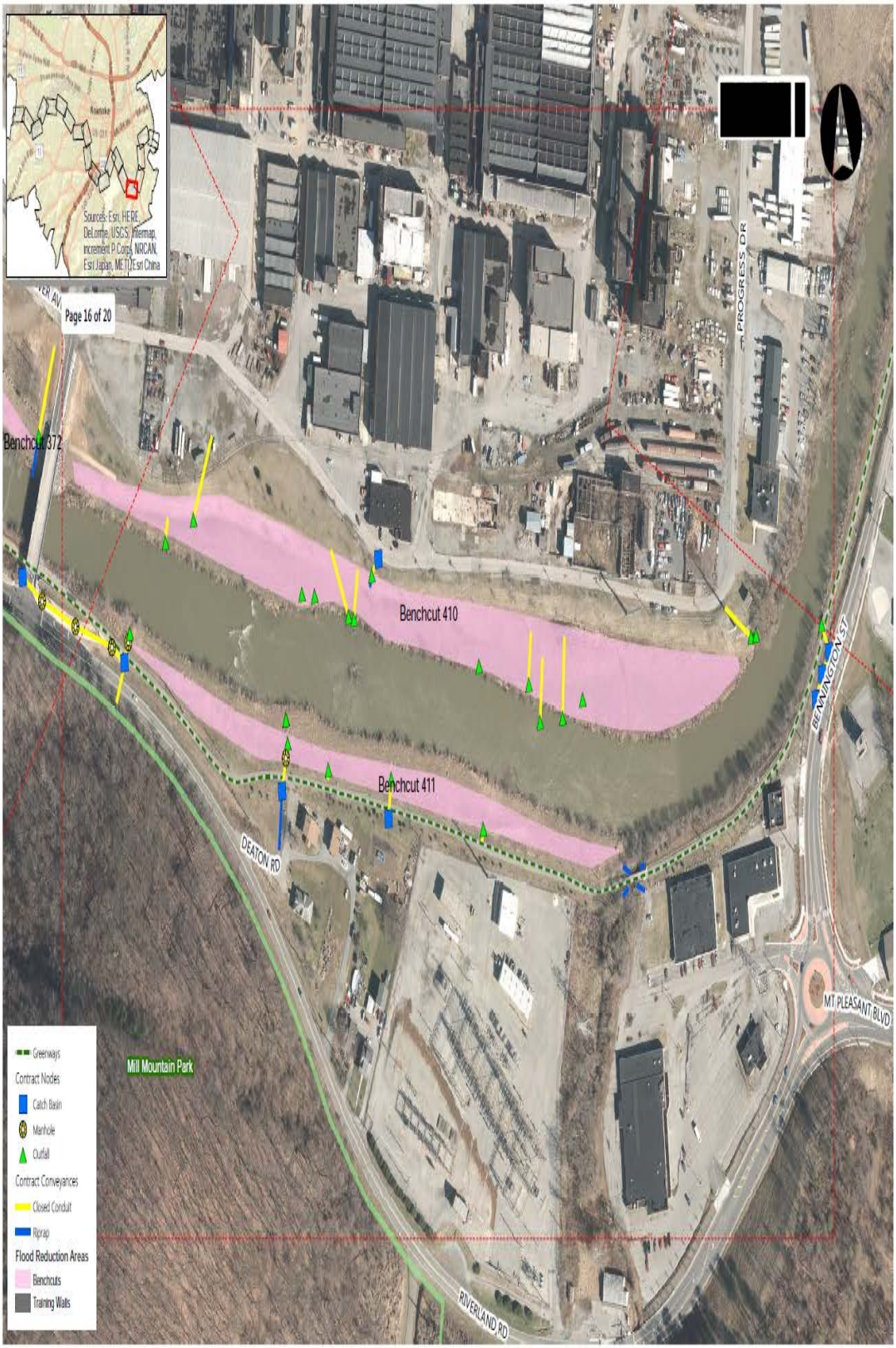

Page 11 of 20
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
JANETTE AVE
BLUFF AVE
FRANKLIN RD
RESERVE AVE
River's Edge Sports Complex North
Training Wall 298 - Concrete Wall
Smith Park
WILEY DR
BRANDON AVE
Hackfeder Park
COLONIAL AVE
Rivers Edge Sports Complex South
EDINBURGH ST
21ST ST
SANFORD AVE
LYNN AVE
WINSTON AVE
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 12 of 20
River's Edge Sports Complex North
Training Wall 298 - Earthen Embankment
Rivers Edge Sports Complex South
Training Wall 330
Benchcut 333
RESERVE AVE
JEFFERSON ST
PIEDMONT ST
WILEY DR
HAMILTON TER
DIXIE ST
CRYSTAL SPRING AVE
BELLEVIEW AVE
EVANS MILLRD
WELLER LN
Mill Mountain Park
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls

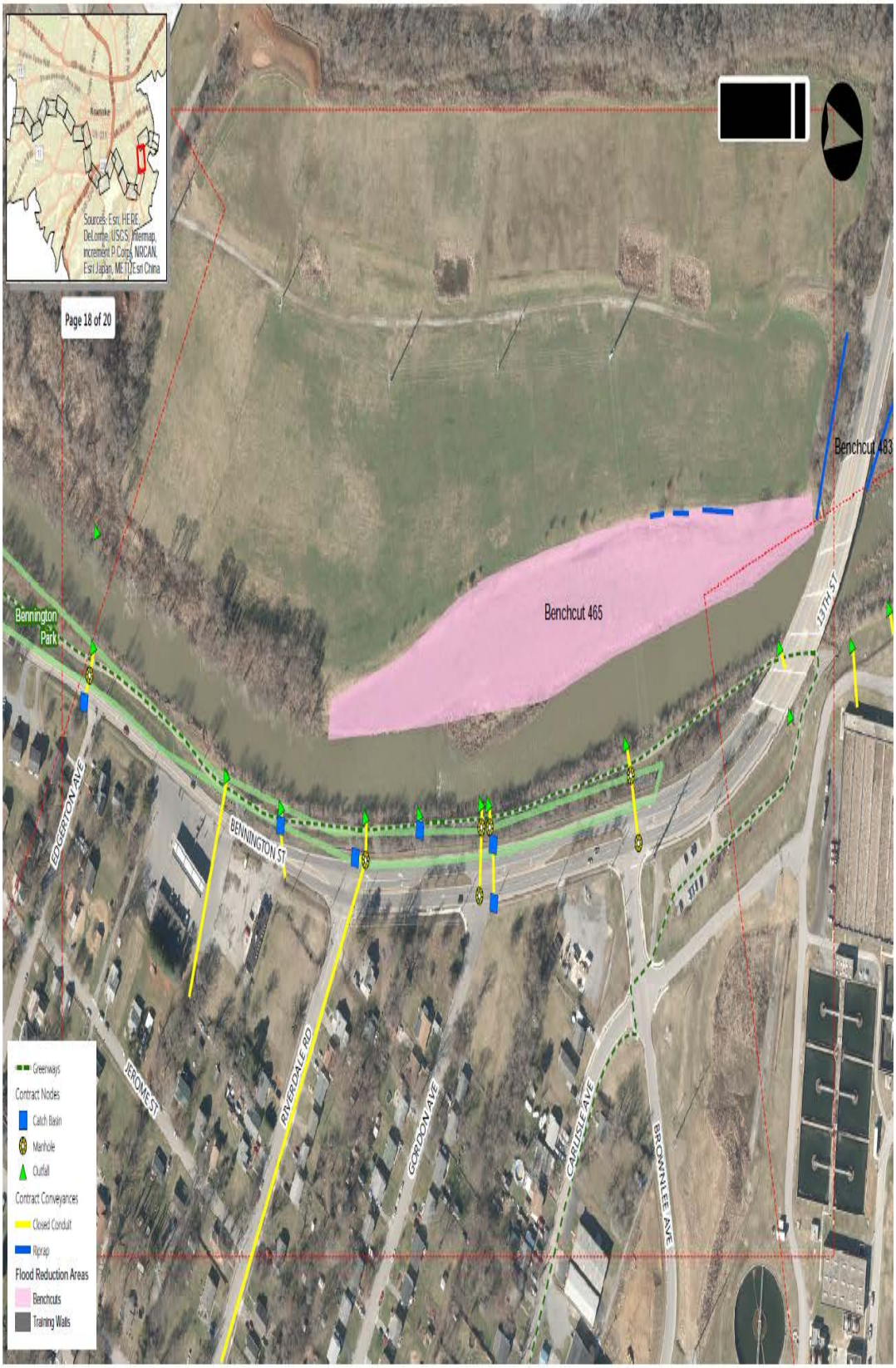

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 13 of 20
JEFFERSON ST
OLD WOODS AVE
OLD WHITMORE AVE
WILLIAMSON RD
4TH ST
WALNUT AVE
Training Wall 330 - Concrete Wall
Training Wall 330 - Earthen Embankment 2
Benchcut 333
PIEDMONT ST
HAMILTON TER
BELLEVIEW AVE
RIVERVIEW BLVD
Benchcut 353
RIVERLAND RD
ARBUTUS AVE
ARBOR AVE
LAUREL ST
CAMILLA ST
Piedmont Park
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls

Page 14 of 20
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
MOREHEAD AVE
6 1/2 ST
MURRAY AVE
MONTROSE AVE
MEMPHIS ST
MORRILL AVE
BUENA VISTA BLVD
ALBEMARLE
5TH ST
6TH ST
Benchcut 353
Piedmont Park
Benchcut 372
ARBOR AVE
RIVERVIEW BLVD
PIEDMONT ST
ARBUTUS AVE
LAUREL ST
IVY ST
WHITMAN ST
RIVERLAND RD
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 15 of 20
INDUSTRY AVE
9TH ST
RIVER AVE
Benchcut 410
Benchcut 372
Benchcut 411
ARBUTUS AVE
RIVERLAND RD
PRIMROSE ST
WHITMAN ST
Mill Mountain Park
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 16 of 20
Benchcut 372
Benchcut 410
Benchcut 411
PROGRESS DR
BENNINGTON ST
DEATON RD
MT PLEASANT BLVD
RIVERLAND RD
Mill Mountain Park
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 17 of 20
Benchcut 410
INDUSTRY AVE
PROGRESS DR
BENNINGTON ST
Bennington Park
EDGERTON AVE
PIKE LN
QUEEN ANN DR
KING CHARLES AVE
RIVERSIDE TER
REDWOOD RD
DUNDEE AVE
PADBURY AVE
JEROME ST
16TH ST
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 18 of 20
Benchcut 483
Benchcut 465
Bennington Park
EDGERTON AVE
BENNINGTON ST
13TH ST
JEROME ST
RIVERDALE RD
GORDON AVE
CARLISLE AVE
BROWNLEE AVE
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls

TONE AVE
17TH ST
LAWRENCE AVE
GREENBRIER AVE
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 19 of 20
Benchcut 483
13TH ST
BENNINGTON ST
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls

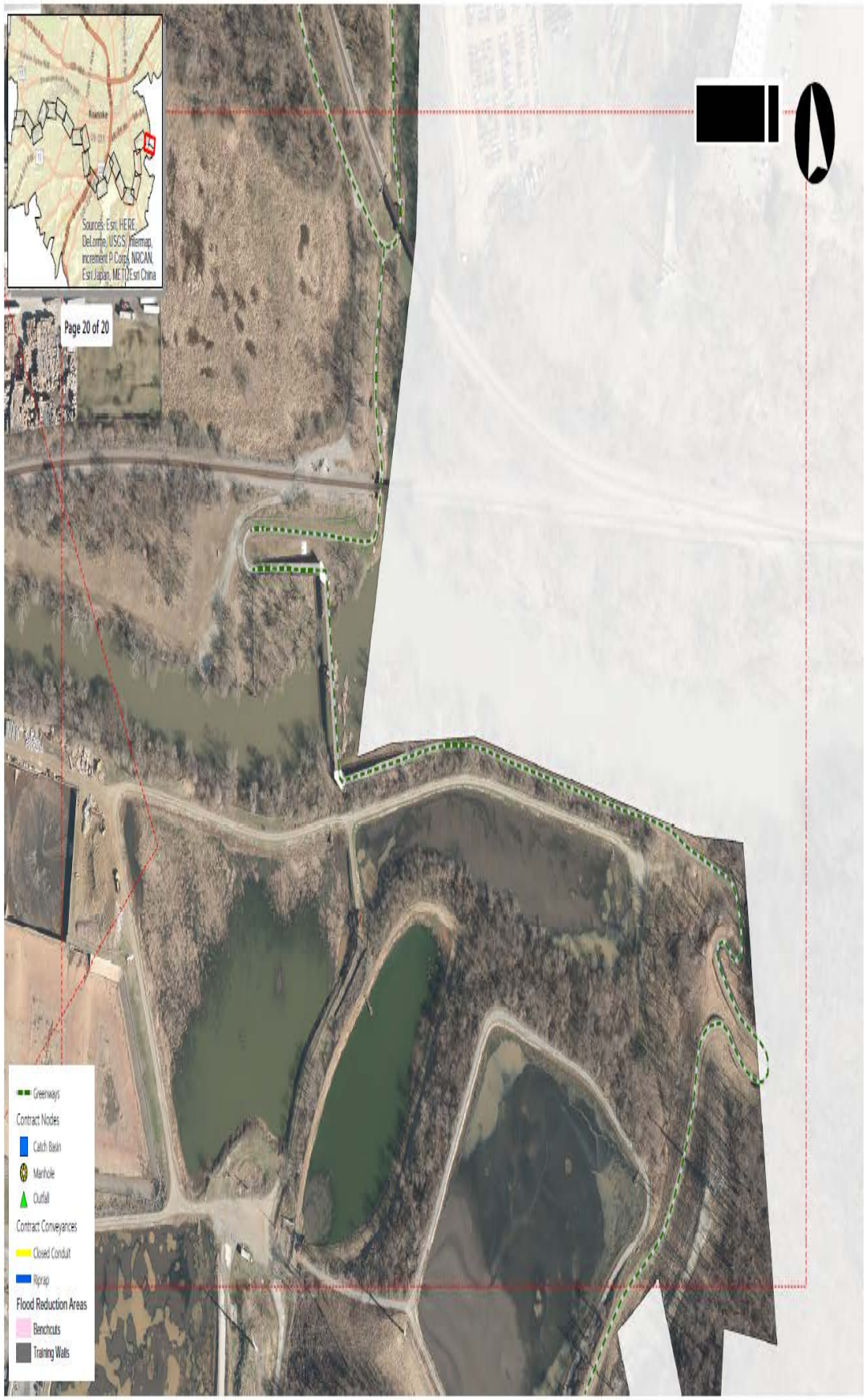

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China
Page 20 of 20
Greenways
Contract Nodes
Catch Basin
Manhole
Outfall
Contract Conveyances
Closed Conduit
Riprap
Flood Reduction Areas
Benchcuts
Training Walls

EXHIBIT 7
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
_____
FOR BENCH CUT MOWING AND DEBRIS REMOVAL

REFERENCE: RFQ# 17-05-04

BENCH CUT PLAN VIEW SCHEMATIC

1 Page attached

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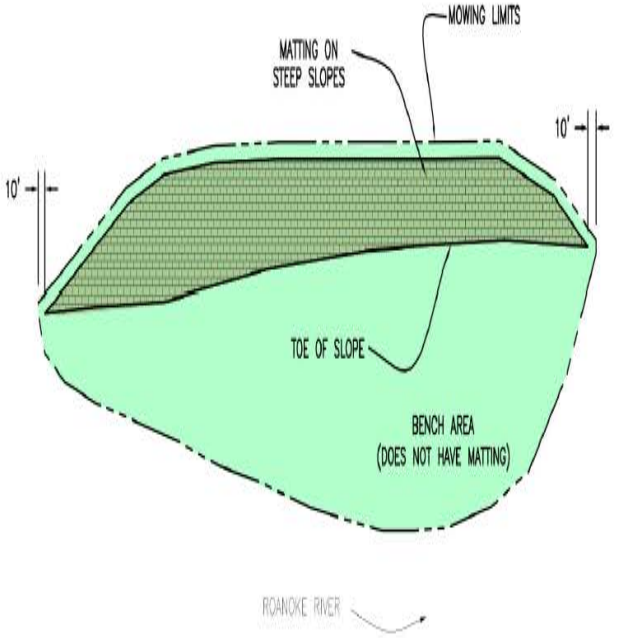
BENCHCUT PLAN VIEW SCHEMATIC
(NTS)



NOTES:
1. BENCHCUT LIMITS ARE DEFINED BY THE BEGINNING AND ENDING POINTS OF THE EROSION AND SEDIMENT CONTROL MATTING.
2. THE LENGTHS, WIDTHS, STEEP SLOPE AREAS, ETC. FOR EACH BENCHCUT VARIES.
3. CONTRACTOR SHALL MOW 10' PASS THE OUTER EDGE OF THE MATTING ON EACH SIDE.

Sample Benchcut Pictures

EXHIBIT 8
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
_____
FOR BENCH CUT MOWING AND DEBRIS REMOVAL

REFERENCE: RFQ# 17-05-04

BENCH CUT CROSS SSECTIONS

1 page attached

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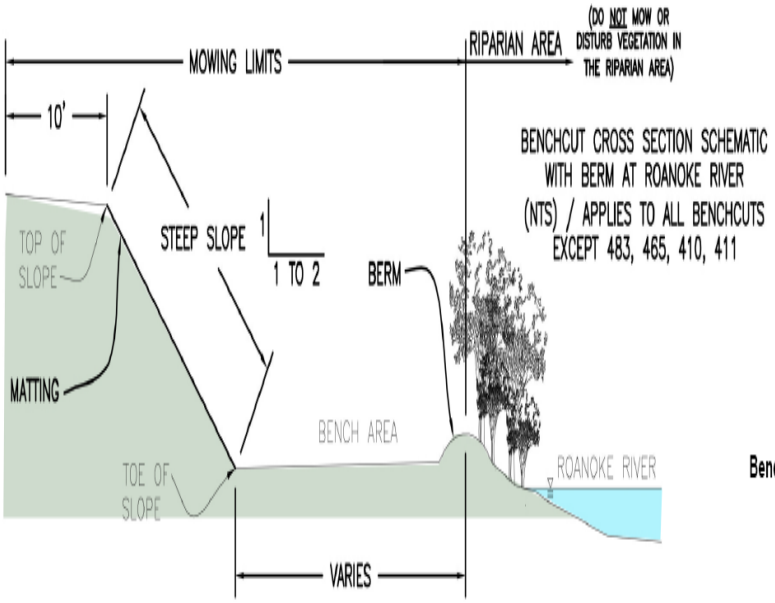
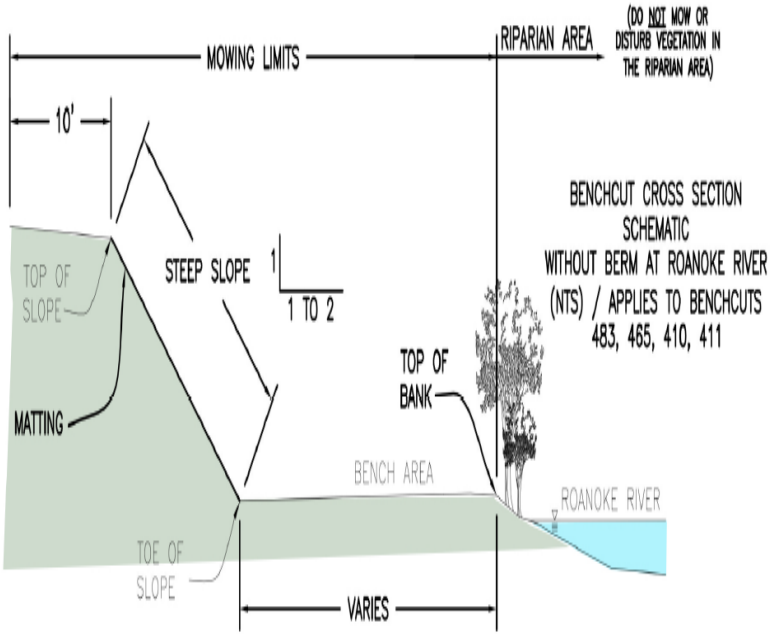


Benchcut Cross Sections



** AREAS ASSOCIATED WITH STEEP SLOPES ARE MEASURED ALONG THE SLOPE. ALL OTHER AREAS ARE MEASURED ALONG THE HORIZONTAL. STEEP SLOPE DEGREES VARY ON EACH BENCHCUT.

CAUTION: STEEP SLOPES HAVE EC-3 EROSION AND SEDIMENT CONTROL MATTING. MATTING ON BENCHCUTS IS SECURED USING EITHER WOODEN STAKES OR METAL PINS. CONTRACTOR SHOULD USE CAUTION AND WATCH FOR SECURING HARDWARE WHEN MOWING.

Attachment B
to
RFQ#17-05-04

CARDS PAYABLE APPLICATION

The City of Roanoke has a responsibility to its citizens, business owners, large and small, and the community to be good stewards of its financial resources. Every day the City strives to accomplish our mission by making changes in our process and procedures, we know every penny counts. The electronic Card Payables program was implemented to streamline our accounts payable process. This program allows the City to use MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution to reduce costs, paperwork and time associated with our current invoice and check payment process.

The VCN will be issued by the City upon invoice approval and delivered via secure email from the Bank to the designated individual within your company. Instructions will be provided on how to retrieve your VCN and all required invoice level detail. The virtual card number can then be processed through your normal POS terminal. If you agree to this payment arrangement your company will need to ensure the Bank's email address is allowed through your organization's security firewall.

By accepting the Bank's Card Payables VCN as a form of payment, your company can also take advantage of the following Purchasing Card benefits:

- ***Improved cash flow*** - you can receive payment in 48 – 72 hours from invoice approval, positively affecting your account receivables
- ***Reduced credit and collection expenses*** – reduce your administrative costs spent on collections and tracking down late payments
- ***Enhanced competitive position*** – gives you a tangible competitive advantage in attracting and retaining customers, including the City of Roanoke
- ***Rate Improvement –*** potential eligibility for favorable Bank discount rates

Please complete page 2 of this attachment and return it along with your Quote Form so we can update our vendor records. Your acceptance of this method of payment will have no bearing on the evaluation or award of this solicitation.
A confirmation email with additional information and instructions will be sent from accounts.payable@roanoke.gov.
The City is committed to this initiative and welcomes your support as a vendor. The program should prove beneficial to both of our organizations and we appreciate your cooperation.

Please complete the following information and return it along with your Quote Form.

- I agree to accept Purchasing Cards or Card Payables VCNs as a form of payment from the City of Roanoke

  Yes ☐ No ☐

- I am a current MasterCard merchant acceptor.

  Yes ☐ No ☐

- I would like to be contacted to become a MasterCard acceptor or to discuss my current merchant processing arrangement:

  Yes ☐ No ☐

Company Name: _____

TIN _____

Contact Name: _____

Address: _____

City, State, ZIP _____

Email Address: _____

Fax Number: _____

Phone Number: _____

Signed: _____

Title: _____

Date: _____

----------For office use only----------

Vendor # _____ Email verification sent _____ Entered/by Date

Advantage_____

Entered/by Date 5th 3rd Direct _____

Approved AP Supervisor_____

Approved Accounting _____