

**REQUEST FOR QUALIFICATIONS  
CITY OF ROANOKE, VA  
OCTOBER 21, 2007**

Qualifications are hereby solicited for:

**ANNUAL SMALL CONTRACT FOR PROFESSIONAL SERVICES  
RFQ NO. 08-10-04**

The City of Roanoke is requesting qualifications from offerors interested in providing small scope professional architectural and/or engineering services to the City. These services will be procured in accordance with Section 5.1, Small Purchases, of the City's Procurement Manual, attached hereto as Exhibit A.

The City of Roanoke undertakes many small scale projects that require outside professional services. Offerors interested in providing these services to the City are encouraged to submit their qualifications under this Request for Qualifications. All qualified offerors will be included in a professional services candidate listing which will be used by the City of Roanoke to select consultants to provide services on small scale projects. Separate contracts will be developed for each specific project and will not exceed \$30,000 in value. Offerors will be selected on a random rotating basis.

Offerors submitting qualifications are not required to offer all disciplines within the stated groups. Offerors are requested to complete Exhibit B (Qualifications Summary) which summarizes the services offered. Offerors are requested to make Exhibit B the first page of their qualification statement response.

The City intends to select multiple consultants and award multiple contracts to successful offerors to provide professional services for the following:

Group I – Buildings; Group II – General Civil; Group III – Transportation. Offerors may submit their qualifications for professional services for any single or combination of the individual groups listed above and for the disciplines listed under each group heading. The selected offerors must demonstrate recent experience in the disciplines for which they submit qualifications.

The following is a list of the groups and disciplines for which offerors may submit qualifications for architectural and/or engineering services.

Group I – Buildings	Group II – General Civil
<ul style="list-style-type: none"> <li>• Architectural</li> <li>• Mechanical</li> <li>• Structural</li> <li>• Electrical</li> <li>• Site Development</li> <li>• Surveying</li> <li>• Geotechnical</li> <li>• Value Engineering</li> <li>• Cost Estimating</li> <li>• HVAC</li> </ul>	<ul style="list-style-type: none"> <li>• Storm Drain Design &amp; Analysis</li> <li>• Roadway Design</li> <li>• Flood Plain Study &amp; Analysis</li> <li>• Cost Estimating</li> <li>• Bridge Analysis &amp; Design</li> <li>• Landscape Architecture</li> <li>• Surveying</li> <li>• Geotechnical</li> <li>• Hydraulic Modeling</li> <li>• Geographic Information Systems</li> <li>• Dam Safety</li> </ul>
<b>Group III – Transportation</b>	
<ul style="list-style-type: none"> <li>• Roadway Design</li> <li>• General Traffic Engineering Design               <ul style="list-style-type: none"> <li>• Traffic Operational Analysis</li> <li>• Traffic Signal Design</li> <li>• Traffic Signal Coordination</li> </ul> </li> <li>• Roundabout Planning, Design, and Operations               <ul style="list-style-type: none"> <li>• Traffic Calming Projects and Programs                   <ul style="list-style-type: none"> <li>• Pedestrian &amp; Bicycle Facilities</li> </ul> </li> <li>• ITS</li> </ul> </li> </ul>	

**Content of Response**

The offeror's submittal should be no more than thirty (30) sheets (printing on front and back is acceptable) in length and should include the following: The response shall have a completed Architect – Engineer and Related Services Questionnaire **Standard Form 254**, which offeror shall obtain and which shall have current information. Such forms shall identify the personnel available for assignment, and a list of similar representative projects that have been undertaken in the last five years.

**Consultant Selection**

The following selection criteria shall be used in placing offerors on the City's list of qualified consultants. All offerors are encouraged to fully address the selection criteria listed below

in order to put forward their strongest professional reasons for selection:

1. Experience and technical competence of the firm and its personnel to complete typical tasks in the disciplines such offeror has checked on the Qualifications Summary with quality work and ability to complete such work in a timely manner; and
2. Stability, experience, and continuity of the firm's personnel and management structure and the number of years providing the type of services being offered to the City.

### **Contractual Terms and Conditions**

The City reserves the right to reject any offeror that does not meet the above criteria, and any such offeror shall be notified of such rejection in writing.

The successful offeror shall comply with all applicable City, State, and Federal Code laws, provisions, and regulations.

The procurement of services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with the City of Salem and the City of Roanoke or any public agency or body in the Western Virginia Area within 60 miles of the City of Roanoke who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

Providers of any outside services for any successful offeror shall be subject to the same conditions and requirements as such successful offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.

It is intended that the successful offeror shall perform a complete job to meet the needs of the City in resolving the situation addressed by the project assigned to the successful offeror and to make full use of all available information.

The contract will provide for a negotiated fee for performance of the desired services. Costs shall incorporate benefits, overhead and profit, and anticipated reimbursable

expenses. Payment for services shall be made monthly based on amount of work done each month and approved by the City.

The contract amount shall not be exceeded without prior written approval of the City. Written authority shall only be given for a change in scope and shall not be available for a cost overrun in performing the identified tasks.

Certification of professional liability insurance shall be required of the successful offeror. The contractual agreement signed by the successful offeror shall meet the approval, in form, of the City Attorney.

Personnel proposed for the subject work shall not be re-assigned without notice to the City and the prior acceptance by the City, such acceptance not to be unreasonably withheld.

Work will commence on the project only after a written Notice to Proceed has been issued by the responsible City project manager.

The contract with the successful offeror will include the terms and conditions or substantially similar terms or conditions as set forth in the sample Contract for Consultant Services attached and marked as Exhibit C, except where particular terms or conditions may not be applicable to a particular project.

### **General Instructions**

1. Offerors may submit qualifications for any single or combination of the individual disciplines listed: **However, a separate submittal shall be made for each Group, and the disciplines being offered shall be indicated on the Qualifications Summary, attached and marked as Exhibit B.**
2. **One original and one (1) copy** of the qualifications submittal shall be submitted to Sharon Gentry, Manager, Purchasing Division, 215 Church Avenue, S.W., Room 202, Roanoke, Virginia 24011. To be included in the initial list of qualified offerors, an offeror's sealed qualifications submittal should be filed with the Purchasing Division on or before 2:00 p.m. local time on Tuesday, November 20, 2007. Submittals received after that date and time will be considered for adding to the list of qualified offerors when such list is updated. Offerors may supplement their submittals at any time to show current information. However, all submittals or supplemental submittals shall be signed and dated by an authorized representative of the offeror and state that such information is true and correct.
3. Responses shall be marked as follows:

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RFQ NO. 08-10-04**

4. The contract shall not be assigned without the consent of the City.
5. All inquiries and questions should be addressed to Philip C. Schirmer, PE, LS, City Engineer, Office of the City Engineer, 215 Church Avenue, S.W., Room 350, Roanoke, Virginia 24011, telephone (540) 853-2731.
6. If an offeror is deemed not responsible in a particular discipline, the offeror will be notified in accordance with Sec. 2.2-4359, Code of Virginia.
7. By providing a qualifications submittal to this RFQ, each such offeror agrees and acknowledges that there is no guarantee from the City that such offeror will be awarded any contract or work from the City and may not receive any such contract or work. Each offeror further agrees that such offeror will be solely responsible for all costs and expenses it incurs in providing any and all responses to this RFQ.
8. The list of qualified offerors developed from the responses the City receives to this RFQ is anticipated to be used for a period of one year after the date the first list is developed. However, the City reserves the right to terminate such list or the use of such list at any time and without notice to anyone on the list or otherwise.
9. The development and use of the list of qualified offerors for small contracts for professional services from the RFQ is a nonexclusive method of selecting consultants. The City may obtain such professional services for small projects by other appropriate methods and through entities not on the list, in the sole discretion of the City.

Attachments: Exhibit "A" – Section 5.1 of the City's Procurement Manual  
Exhibit "B" - Qualifications Summary  
Exhibit "C" - Sample Contract for Consultant Services

## Exhibit "A"

### 5.1 Small Purchases of Professional Services. (\$30,000 or Less)

The department head shall designate, in writing, the person, persons or committee authorized to make the selections for professional services. Such persons shall be knowledgeable of the procedures for procurement of professional services conforming to this **Manual** and the VPPA.

If the total fee will be \$30,000 or less, the following procedure may be used by the department to procure professional services:

- a. Advertise/post notice at least once a year requesting qualifications from vendors interested in providing services to the department on small projects where the fee will be less than \$30,000.
- b. The Request For Qualifications (RFQ) should be similar to an RFP which lists information desired, the general types of work to be procured using these procedures, etc.
- c. Require vendors' responses to RFQ documenting their qualifications for the type of small projects for which they seek to be considered. Statements of qualifications (RFQ responses) shall be accepted at any time to allow new vendors to be considered for work and to allow vendors to update their qualification forms to show current information.
- d. Departments using this procedure shall sort RFQ responses/interest packages, establish a listing of responding vendors by qualification or discipline/capability, and file RFQ responses by category for use in selecting vendors for interview.
- e. When the department desires to select a vendor by these procedures, the department shall:
  1. If the total fee will be \$10,000 or less, this 'small purchase' procedure will allow the department to select and interview one qualified vendor from the list on a rotating basis. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that vendor. Otherwise, negotiations with that vendor shall be formally terminated and negotiations conducted with the next vendor on the list, and so on until such a contract can be negotiated at a fair and reasonable price.
  2. If the total will be greater than \$10,000 and not more than \$30,000, the department shall select at random not less than three vendors from the list for interviews. The random selection will prevent the same vendors from competing against each other repeatedly.

Most vendors with a licensed professional in the applicable discipline(s) will be qualified to provide the service. Therefore, the department must establish selection criteria to select a vendor as best suited for the work.

- (a) Conduct telephone or personal interviews with vendor representatives to determine current personnel qualifications, location relative to the work, expertise, workload, capability to meet the proposed schedule, past performance on similar projects and ability to provide the service within budgeted costs.
- (b.) Rank order vendors and negotiate fee for service using competitive negotiation procedures.
- (c.) Award a contract.

Exhibit B

Qualifications Summary

GROUP I Buildings	Group II General Civil	GROUP III Transportation
Architectural	Storm Drain Design & Analysis	Roadway Design
Mechanical	Roadway Design	General Traffic Engineering Design
Structural	Flood Plain Study & Analysis	Traffic Operational Analysis
Electrical	Cost Estimating	Traffic Signal Design
Site Development	Bridge Analysis & Design	Traffic Signal Coordination
Surveying	Landscape Architecture	Roundabout Planning, Design, & Operations
Geotechnical	Surveying	Traffic Calming Projects & Programs
Value Engineering	Geotechnical	Pedestrian & Bicycle Facilities
Cost Estimating	Hydraulic Modeling	ITS
HVAC	Geographic Information Systems	
	Dam Safety	

CITY OF ROANOKE, VIRGINIA
CONTRACT FOR CONSULTANT SERVICES

PROPOSAL NO.

This Contract, made at Roanoke, Virginia, is dated \_\_\_\_\_, 20\_\_\_\_, by and between the City of Roanoke, Virginia (hereinafter referred to as the "City"), and \_\_\_\_\_

(hereinafter referred to as "Consultant"),

WITNESSETH:

For and in consideration of the benefits which will accrue to the parties hereto by virtue of this Contract and the respective covenants contained herein, IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

SECTION 1: CONSULTANT SERVICES

Consultant shall provide the following professional services together with the preparation of Project documents for the orderly development of the Project (which term is defined to include all of the services set forth in this section):

- A. The Consultant shall commence, carry on, and complete the Project with all dispatch in a sound, economical, and efficient manner...
B. The Consultant shall provide all the services, documents, and items contained in Attachment A (Scope of Services)...
1. The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder.

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sum shall be subject to the verification of funding by the City's finance department and approval by the City.

C. PROJECT SCHEDULE

1. The City and the Consultant agree that time is of the essence and that delays may significantly impact the feasibility and/or cost of the Project.
2. The Project time of performance schedule shall be as set forth in Attachment B, which is attached hereto and made a part hereof.

D. PROJECT DELIVERABLES

The Consultant agrees to deliver to the City in a timely and proper manner all the documents and items required by this Contract and copies of all Project calculations, details, certifications, cost estimates, survey notes, charts, reports, studies, sketches, maps, and other documentation (including electronic data) as may be reasonably required by the City Engineer for the Project.

**SECTION 2: CONSULTANT FEES**

The Consultant and City agree as follows:

- A. All work under this Contract shall be on a lump sum basis. The lump sum fee shall be determined on the basis of man-hours and associated hourly rates for all work required by the Project Description. The Consultant agrees that the lump sum fee is full and complete compensation for the completed Project design, contract documents, and all costs incurred and services rendered by the Consultant, without condition or limitation.
- B. Hourly rates for all personnel associated with the Project are included in Attachment C, which is attached hereto and made a part hereof. These rates shall remain in effect for the Contract term. Escalation of rates is not permitted.
- C. The lump sum fee for the Consultant's services is \$\_\_\_\_\_ and will be paid, subject to approval by the City of the Consultant's services, in accordance with Section 3 below. **(Note: If services to be paid by phases add the following – "and the following Project Phases:".)**
- D. Work shall not begin on any phase of the Project without express written authorization from the City. The City and the Consultant agree that the City has the right to terminate, with or without cause, the Consultant's services at any time and the City may cancel this Contract at any time with or without cause and without incurring any liability, damages, or cost to the Consultant, except as set forth in Section 5(B).

**SECTION 3: PAYMENT FOR CONSULTANT SERVICES**

The City and Consultant agree that the City will only pay the Consultant for work completed and accepted by the City, up to the total set forth above. The Consultant shall submit a request for

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payment not more than once each month. The payment requested shall be in proportion to the services completed and approved by the City. The City shall have the final decision with respect to the proportion of the Project completed. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment, if requested by the City.

**SECTION 4: SPECIAL CONDITIONS**

- A. It is agreed by the Parties hereto that one (1) reproducible copy each of the drawings, tracings, construction plans, specifications, maps, and other documents (including electronic data) prepared or obtained under the terms of the Contract shall be delivered to and become the property of the City and basic survey notes and sketches, charts, computations, and other data shall be made available, upon request, to the City without restriction or limitation on their use at no additional cost to the City.
- B. Each party binds itself, its principals, successors, executors, administrators, and assigns to perform all covenants and provisions of this Contract. Except as above noted, neither the City nor the Consultant shall assign or transfer its interest in this Contract without the written consent of the other Party hereto, which consent shall not be withheld unreasonably.
- C. The term of this Contract will be completed upon final approval and acceptance of the completed Project by City and any participating agencies. However, nothing contained herein shall be construed to establish a period of limitation with respect to any obligation which the Consultant might have under the Contract or the law of Virginia, including liability for errors and omissions.
- D. Consultant agrees that the work and services (which shall include, but not be limited to, all plans, drawings, and specifications) Consultant provides for the City pursuant to this Contract will comply with all applicable federal, state, and local laws, codes, and regulations. Furthermore, Consultant shall, in a timely manner, inform in writing the City, during the term of the Contract and until completion of the Consultants services, about changes or modifications of all such laws, codes, or regulations that may affect or require modification or changes to any part of the Project so that the City will be able to determine if changes or modifications should be made to the Project before completion.
- E. The Consultant agrees that the City, and any approving Federal or State Agency or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Project for the purpose of making an audit, examinations, excerpts, copies, or transcriptions.
- F. The Consultant shall, at its sole expense, obtain and maintain during the life of this Contract the insurance policies and bonds required by this Section. Any required insurance policies and bonds shall be effective prior to the beginning of any work or other performance by the Consultant under this Contract. The following polices and coverage are required:
  - 1. Commercial General Liability. Commercial General Liability insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Consultant's performance under this

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Contract. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence.

2. Contractual Liability. Broad form Contractual Liability insurance shall include the indemnification obligation set forth in this Contract.
3. Workers' Compensation. Workers' Compensation insurance covering Consultant's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Contract. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury by accident each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to Workers' Compensation coverage, the Consultant's insurance company shall waive rights of subrogation against the City, its officers, employees, agents, volunteers and representatives.
4. Automobile Liability. The minimum limit of liability for Automobile Liability Insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Contract.
5. Professional Liability: Minimum limits of insurance coverage for Professional Liability shall be \$1,000,000 per claim and \$1,000,000 policy aggregate.
6. Umbrella Coverage. The insurance coverages and amounts set forth in subsections (1), (2), (3), and (4) of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (1), (2), (3), and (4), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by the Consultant to the City.
7. Evidence of Insurance. All insurance, with the exception of Professional Liability Insurance, shall be written on an occurrence basis. Professional Liability Insurance may be written on a claims-made basis. In addition, the following requirements shall be met:
  - a) Consultant shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles.
  - b) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been provided to the City's Risk Management Officer and the City Engineer for the City of Roanoke."
  - c) The required certificate or certificates of insurance, excluding those for Workers Compensation and Professional Liability, shall name the City of

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Roanoke, its officers, employees, agents, volunteers and representatives as additional insureds.

- d) 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 withheld unreasonably. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
- G. The Consultant agrees to and shall indemnify and hold harmless the City and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including reasonable attorney's fees, resulting from or arising out of Consultant's or its agents, subcontractors and/or subconsultants negligent activities or omissions on or near any of the City's property or easements involved in this Project or arising out of or resulting from Consultant's negligence in providing any of the services under this Contract, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.
- H. While on City's property and in its performance of this Contract, Consultant or its agents, subcontractors and/or subconsultants shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Contract and Consultant shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous materials, substances, or waste. Regardless of the City's acquiescence, Consultant agrees to and shall indemnify and hold City, its officers, agents, volunteers, and employees harmless from all costs, damages, liabilities, fines, or penalties, including attorney's fees, resulting from violation of this paragraph and agrees to reimburse City for all costs and expenses incurred by City in eliminating or remedying such violations. Consultant also agrees to reimburse City and hold City, its officers, agents, volunteers, and employees harmless from any and all costs, damages, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of Consultant's or its agents, subcontractors and/or subconsultants use or release of any hazardous material, substance, or waste onto the ground or otherwise, or into the water or air from or upon or near City's property or easements.
- I. The provisions, requirements, and prohibitions as contained in Sections 2.2 - 4367 through 2.2 - 4377 of the Virginia Code (Ethics in Public Contracting), pertaining to bidders, offerers, contractors, and subcontractors are applicable to this Project.

**SECTION 5: SPECIAL PROVISIONS**

Project: \_\_\_\_\_

- A. If any of the services furnished under this Contract by the Consultant are furnished by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant and shall outline the services to be performed and the charges for the same. Such contracts shall be subject to approval by the City. Two copies of the executed contract shall be submitted to the City for approval prior to the services being performed. Approval shall not be unreasonably withheld. The Consultant shall be solely responsible for all costs and expenses in connection with any such contracts.
- B. The City, at any time, may order Consultant to immediately stop work on this Contract, and/or by seven days written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, the Consultant 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 Consultant as it deems appropriate.
- C. If the documents called for by this Contract are completed in accordance with criteria and/or decisions made by the City and such documents are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation as mutually agreed upon between the City and Consultant for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the parties. The fee for the changes shall be due and payable when the revisions are approved by the City. If agreement cannot be reached between the parties for rendering such services, then the City can terminate the Contract without any liability of any type for any damages or compensation to the Consultant, and the City will owe nothing further to the Consultant. However, if such changes or revisions are due in any way to the fault of the Consultant, the City can require the Consultant to perform the services required under this Contract and make such changes and revisions without any additional charges by the Consultant and pursue such other remedies available to the City under this Contract or by law, or any combination of such remedies as the City deems appropriate.

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- D. By virtue of entering into this Contract the Consultant submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such a court according to the laws of the Commonwealth of Virginia.
- E. Consultant agrees that no payment, final or otherwise, nor partial or entire use, occupancy, or acceptance of the Project by the City shall be an acceptance of any professional services not in accordance with the Contract, nor shall the same relieve the Consultant of any responsibility for any errors or omissions in connection with the Project or operate to release the Consultant from any obligation under the Contract.
- F. The Consultant shall be fully responsible to the City for all acts and omissions of all succeeding tiers of subcontractors, agents, and subconsultants performing or furnishing any of the work just as the Consultant is responsible for its own acts and omissions.
- G. During the performance of this Contract, the Consultant agrees as follows:
  - 1. The Consultant will not discriminate against any subcontractor, 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal employment opportunity employer.
  - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - 4. The Consultant will include the provisions of the foregoing Subsections (1, 2, and 3) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- H. Consultant 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 Consultant 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 Consultant and does not bar the City from requiring the Consultant 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 Consultant under this Contract or by law.
- I. 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

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jurisdiction, the remaining provisions of the Contract shall not be affected and all other terms and conditions of the Contract shall be valid and enforceable to the fullest extent permitted by law.

- J. (1) During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultants 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 Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (2) For the purpose 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.
- K. Pursuant to Virginia Code Section 2.2 - 4343.1, be advised that the City of Roanoke does not discriminate against faith-based organizations.
- L. The Consultant agrees that Consultant will comply with the requirements of Section 2.2-4354 of the Va. Code regarding Consultant's payment to other entities and that Consultant will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Consultant by the City. The Consultant agrees that Consultant shall indemnify and hold the City harmless for any lawful claims resulting from failure of the Consultant to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Contract. In the event of such claims, the City may, after providing written notice to the Consultant, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Contract.
- M. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Consultant'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 Consultant. A written decision upon any such claims will be made by the City Manager or her 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 Consultant 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 its claim. The decision of the City Manager shall be final and conclusive unless the Consultant 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 Consultant being awarded the relief claimed nor

Project: \_\_\_\_\_

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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 Consultant'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.

- N. This Contract constitutes the entire agreement between the Consultant and the City and may be amended only by written instrument signed by both the Consultant and the City.

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Project: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals.

ATTEST/WITNESS:

(Full Legal Name of Consultant)

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

(SEAL)

ATTEST/WITNESS:

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Appropriation and Funds Required  
for this Contract Certified

\_\_\_\_\_  
Director/Deputy Director of Finance

Date: \_\_\_\_\_

Account #: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney/Assistant City Attorney

Approved as to execution:

\_\_\_\_\_  
City Attorney/Assistant City Attorney

Project: \_\_\_\_\_