

REQUEST FOR QUOTES

Roanoke Valley Urban Tree Canopy Assessment 2024

Date: August 14, 2023



Roanoke Valley-Alleghany
REGIONAL
commission

Table of Contents

INTRODUCTION..... 2

 ABOUT THE ROANOKE VALLEY – ALLEGHANY REGION..... 2

SCOPE OF WORK 4

 DATA SOURCES..... 4

 TASKS AND DELIVERABLES 4

 SUGGESTED TIMELINE 4

SUBMISSION GUIDELINES AND REQUIREMENTS..... 6

 SUBMISSIONS TIMELINES..... 6

ATTACHMENTS 7

 ATTACHMENT #1: SAMPLE CONTRACT..... 7

INTRODUCTION

The Roanoke Valley-Alleghany Regional Commission (RVARC) is soliciting Quotes for the completion of an Urban Tree Canopy Study. This study will evaluate existing tree canopy in the localities of Roanoke County, the Town of Vinton, and the Cities of Roanoke and Salem. It will use the resulting tree canopy data to make recommendations with regards to future tree plantings in these localities. Funding is provided by RVARC and the Virginia Department of Forestry (VDOP). The anticipated outcome is to evaluate current tree canopy and trends in tree canopy coverage, as well as provide recommendations for increased tree coverage. Goals of the study include:

- Evaluate existing tree canopy using high resolution landcover data.
- Assess ecosystem benefits, especially stormwater uptake by tree canopy.
- Provide recommended locations for increased tree canopy.
- Recommend other strategies for tree canopy improvement, including potential ordinance and policy changes.

ABOUT THE ROANOKE VALLEY – ALLEGHANY REGION

The Roanoke Valley-Alleghany Region (RVAR) is in the western portion of Virginia and consists of the Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; the Cities of Covington, Roanoke, and Salem; and the Towns of Clifton Forge, Rocky Mount, and Vinton. The RVAR has a land area of approximately 2,325 square miles. It is bounded to the west by Greenbrier County, West Virginia, Monroe County, West Virginia, Giles County, Virginia and Montgomery County, Virginia, to the south by Floyd and Franklin Counties, to the east by Bedford and Rockbridge Counties, and to the north by Bath and Rockbridge Counties.

The RVAR contains the entire Roanoke Urbanized Area except for small sections located in Bedford County and Montgomery County. The region also contains the Roanoke Metropolitan Statistical Area, which includes the Counties of Botetourt, Craig, Roanoke and Franklin and the Cities of Roanoke and Salem. The region also includes the rural Alleghany Highlands area to the north.

Much of the Roanoke Urbanized Area lies within a large valley between the Southern Blue Ridge and the Allegheny Mountains centered on the Roanoke River. The surrounding rural areas are very mountainous with small valleys. Many recreational opportunities are available in the region due largely to the mountain ranges in the area and the significant acreage owned by the National Forest Service, National Park Service, and other federal agencies. The Appalachian Trail runs through the northern section of Roanoke County and through portions of Craig and Botetourt Counties. The Blue Ridge Parkway runs through the counties of Botetourt and Roanoke and just to the south of the City of Roanoke. Carvins Cove Natural Reserve, the second-largest municipal park in America, lies in northeast Roanoke County and southwest Botetourt County. Steep topography means that flooding is a hazard in the area. The urbanized area is also subject to increased heat compared to the surrounding, rural areas.

This study will focus on Roanoke County, the Cities of Roanoke and Salem, and the Town of Vinton, the most urbanized localities within the RVAR. These localities are largely located in the Roanoke River Watershed. However, a portion of Roanoke County is also located in the Chesapeake Bay Watershed.

An existing Urban Tree Canopy Report was completed by Virginia Tech in 2010 for the region. More information on previous urban forestry activities of the Commission can be found at <http://rvarc.org/environment/utc>.

SCOPE OF WORK

DATA SOURCES

Landcover classification data should be the most recently available and should cover the County of Roanoke, Cities of Roanoke and Salem, and the Town of Vinton. Data procured for this contract should be the most current landcover data available. Previous public datasets may be used as appropriate should change in tree canopy or other factors need to be assessed to support recommendations. Historical public datasets available to the Regional Commission which cover the localities of Roanoke County, the Cities of Salem and Roanoke, and the Town of Vinton include Chesapeake Bay Landcover Data produced by the Chesapeake Conservancy. Additional GIS data sources available include publicly owned lands, including National Forest Service lands, National Park Service Lands, and locality-owned lands. These can be provided through the Regional Commission or the locality staff on the steering committee for this effort.

TASKS AND DELIVERABLES

The Contractor should include the following data or information in the Study for the specific localities described in the Scope of Work. RVARC and locality staff will provide local land use, zoning districts, parks, and other locally held data as available either through Open Source databases or at the Contractor's request to support this work.

A. Tree Canopy Assessment

- a. Assessment to pertain to both public and private trees, consisting of spatial data for tree canopy and land cover within the geographic boundaries as described in the Scope of Work.
- b. The most recent high resolution, multispectral leaf-on imagery, a normalized digital surface model for the most recent LiDAR data, and classified raster and vector data.
- c. A detailed land cover classification system documenting tree canopy, open space/pervious surfaces, impervious surfaces, water bodies, and barren land.
- d. A percent change in tree canopy assessment using publicly available historic land cover data such as data from the Chesapeake Bay Land Conservancy.
- e. Possible Planting Areas (PPAs), following the USFS definitions and summarized by acres and percent. PPAs to exclude boundaries of official sport fields and other areas where trees are highly impractical, such as parcels zoned high-industrial.
- f. Ecosystem benefit quantification, including specific stormwater benefits and implications for addressing urban heat island effect.
- g. Recommendations for best practices to improve tree canopy not otherwise included in analysis of PPAs.

B. Community Outreach

- a. Up to two public meetings or outreach events to collect feedback on and present findings and recommendations to the public.
- b. A public engagement plan for disseminating facts and information produced, including fact sheets or other helpful materials.

SUGGESTED TIMELINE

The funding for this project is provided by the Virginia Department of Forestry and all work must be completed in accordance with the agreements governing that funding.

September 2023

- Selection of contractor
- Initial steering committee meeting

October 2023

- Data collection and analysis

November 2023

- Initial draft received
- Steering committee review

December 2023 – January 2024

- Second draft received
- Steering committee review
- Public engagement plan formulated

February 2024

- Public meeting
- Final draft published

All work must be completed and monetary requests made by March 1, 2024.

SUBMISSION GUIDELINES AND REQUIREMENTS

The following submission guidelines and requirements apply to this Request for Quotes:

- Only qualified firms with experience in urban tree canopy studies should submit quotes.
- Detailed quotes should be provided electronically. Print quotes should be accompanied by an electronic copy on a USB device.
- Quotes should show full understanding of the timelines proposed in the Scope of Work.
- Bidders must list projects that they have worked on in the last five years that are substantially like this project as part of their response. Examples of relevant and full scope of work, as well as three references, must be provided.
- A price must be provided, indicating the estimated overall total price for the project and itemized elements of the project.
- Quotes must remain valid for a period of 60 days.
- RVARC reserves the right to reject any and all quotes, or to reject all quotes received.
- Providers of quotes will not be reimbursed for time or costs involved in preparation of any quotes, inspection, testing, or analysis required to prepare such quote, or for time spent meeting with the review committee prior to the award of a contract.
- If the lowest bidder conforms in all material respects to the Request for Quotes and the review committee determines they are responsive and responsible, the award shall be made to that service provider. Award notification will be posted on the Regional Commission website for 10 days and the service provider will be notified directly.

SUBMISSIONS TIMELINES

Questions will be taken on the RFQ until 5:00 pm EDT, Friday, August 25, 2023. Answers will be posted to the RVARC website as questions are received.

Written quotes must be received prior to 4:00 pm EDT on Tuesday, August 29, 2023 to be considered. Quotes may be provided by email to amcghee@rvarc.org or by mail to:

Amanda McGee, AICP, Project Manager
Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue, SW
Roanoke, VA 24016

ATTACHMENTS

ATTACHMENT #1: SAMPLE CONTRACT

**CONTRACT
BETWEEN THE ROANOKE VALLEY-ALLEGHANY REGIONAL
COMMISSION
AND [CONTRACTOR NAME]
FOR [SCOPE OF SERVICES]**

This Contract is dated MM DD, YYYY, between the Roanoke Valley-Alleghany Regional Commission, a Virginia public body corporate and politic, hereinafter referred to as the "RVARC, and [CONTRACTOR NAME], [CONTRACTOR ADDRESS], hereinafter referred to as the "Consultant,"

WITNESSETH:

WHEREAS, Consultant has been awarded this Contract by the RVARC for [BRIEF DESCRIPTION OF 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 "Study".

NOW, THEREFORE, THE RVARC AND THE CONSULTANT 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 RVARC to the Consultant for the Work provided for in this Contract to be performed by the Consultant, the Consultant hereby covenants and agrees with the RVARC to fully perform the services, provide any materials needed 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. Service Schedule & Proposed Fees (Exhibit 3).
4. [RFP NOTICE OR OTHER REFERENCES AS NECESSARY]

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

SECTION 2: CONTRACT AMOUNT.

The RVARC agrees to pay the Consultant for the Consultant's complete and satisfactory performance of the work describes, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed [FEE], as provided for in this Contract and

that this Contract amount may be increased or decreased by additions and/or reductions in the Study as may be authorized and approved by the RVARC, and the Contract amount may be decreased by the RVARC's assessment of any damages against the Consultant, as may be provided for in this Contract or by law, and the RVARC retains the right of setoff as to any amounts of money the Consultant may owe the RVARC.

SECTION 3: TERM OF CONTRACT.

A. The term of this Contract shall be from [MONTH, DAY, YEAR] , through [MONTH, DAY, YEAR], at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the RVARC.

B. All terms and conditions shall remain in force for the term of this Contract and for any extension period unless modified by mutual agreement of both parties.

SECTION 4: TIME OF PERFORMANCE.

The Consultant 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 RVARC representative to the Consultant, and the Consultant covenants and agrees to fully construct, perform, and provide the services called for by this Contract established by such notice. The Consultant 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 Consultant will cooperate and coordinate with the other RVARC employees doing other work or using the area where Consultant is working.

SECTION 5: PAYMENT.

A. The RVARC agrees to pay Consultant for the Consultant's complete and satisfactory performance of the work, in the manner and at the time set out in this Contract. The RVARC retains the right to setoff as to any amounts of money Consultant may owe the RVARC. A written progress report may be requested by the RVARC to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplies, and/or hours worked may be requested by the RVARC 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 integral to the Study, all of which need be approved and accepted by the RVARC prior to such payment, unless otherwise provided for in the Contract documents. The Consultant shall submit a request for payment to each appropriate division and department not more than once each month. The payment requested shall be for services completed for the Project and approved by the RVARC. The request for payment, or invoice, shall take into account those tangible items relative not only to the Scope of Services, but requirements of the work as set forth by [ORIGINAL GRANTOR OR FUNDER, IF APPLICABLE]

B. Once a payment request has been received by the RVARC, the RVARC will process such payment request. If there are any objections or problems with the payment request, the RVARC will notify the Consultant of such matters. If the payment request is approved and accepted by the RVARC, payment will be made by the RVARC to the Consultant not more than 30 days after such request has been approved.

SECTION 6: INSPECTION.

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

SECTION 7: PAYMENTS TO OTHERS BY CONSULTANT.

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

SECTION 8: HOLD HARMLESS AND INDEMNITY.

Consultant shall indemnify and hold harmless the RVARC 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 Consultant's or its employees, agents, or subconsultants actions, activities, or omissions, negligent or otherwise, on or near RVARC'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. Consultant 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 9: COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Consultant 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. Consultant further agrees that Consultant 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 10: INDEPENDENT CONSULTANT.

The relationship between Consultant and the RVARC is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Consultant shall, at all times, maintain its status as an independent Consultant and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Consultant 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 subconsultants. Consultant will be responsible for all actions of any of its subconsultants, and that they are properly licensed.

SECTION 11: REPORTS, RECORDS, AND AUDIT.

Consultant 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 RVARC, 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 Consultant. This includes the RVARC's right to audit and/or examine any of the Consultant's documents and/or data as the RVARC deems appropriate to protect the RVARC's interests.

SECTION 12: INSURANCE REQUIREMENTS.

Consultant and any of its subconsultants involved in this Contract shall maintain the insurance coverages set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including worker's compensation coverage regardless of the number of Consultant's employees. Such insurance coverage shall be obtained at the Consultant'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 Consultant under this Contract. Additional insured endorsements, if required, must be received by the RVARC within 30 days of the execution of this Contract or as otherwise required by the RVARC's Finance Director.

SECTION 13: DEFAULT.

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

SECTION 14: NONWAIVER.

Consultant agrees that the RVARC's waiver or failure to enforce or require performance of any term or condition of this Contract or the RVARC'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 RVARC from requiring the Consultant to comply with all the terms and conditions of the Contract and does not bar the RVARC from asserting any and all rights and/or remedies it has or might have against the Consultant under this Contract or by law.

SECTION 15: 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 16: NONDISCRIMINATION.

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

i. Consultant 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 Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. Consultant in all solicitations or advertisements for employees placed by or on behalf of Consultant will state that Consultant 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. Consultant 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 subconsultant or vendor.

SECTION 17: DRUG-FREE WORKPLACE.

A. During the performance of this Contract, Consultant agrees to (i) provide a drug-free workplace for 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 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 Consultant that Consultant 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 subconsultant 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 Consultant, 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 18: ASSIGNMENT.

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

SECTION 19: 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 Contractor notice from the RVARC to the Consultant that the RVARC disputes the amount of Consultant's request for 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 RVARC Executive Director or designee (hereafter Executive Director) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the Executive Director. The Consultant may not institute legal action prior to receipt of the RVARC's decision on the claim

unless the Executive Director fails to render such decision within 120 days from submittal of Consultant's claim. The decision of the Executive Director 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 Code of Virginia. Failure of the RVARC to render a decision within said 120 days shall not result in the Consultant being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the RVARC'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 Code of Virginia has been established for contractual claims under this Contract.

SECTION 20: 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 21: 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 22: 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 23: 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 24: 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 RVARC:
Roanoke Valley-Alleghany Regional Commission
Attn: [NAME]
313 Luck Avenue, SW
Roanoke, VA 24016
Email: [EMAIL ADDRESS]
Phone: 540-343-4417

If to Consultant:
[CONTRACTOR NAME]
[CONTRACTOR CONTACT NAME]
[CONTRACTOR ADDRESS]
[CONTRACTOR ADDRESS 2]
Email: [CONTRACTOR EMAIL ADDRESS]
Phone: [CONTRACTOR 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 25: PROTECTING PERSONS AND PROPERTY.

The Consultant expressly undertakes both directly and through its subconsultants, 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 Consultant's operation in connection with the Work. The Consultant will maintain adequate protection of all Consultant's Work to prevent damage to it and shall protect the RVARC'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. Consultant 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 RVARC 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 RVARC shall be the responsibility of the Consultant. Consultant shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 26: 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 Consultant agrees that the RVARC may terminate this Contract on seven (7) days written notice to Consultant, without any penalty or damages being incurred by the RVARC. Consultant further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 27: NOTICE TO PROCEED.

Work to be performed by the Consultant under this Agreement shall begin within five (5) days after receipt of official notice from the RVARC to proceed. Written notice to proceed will be given by the RVARC prior to any work being done on any element of this Agreement. The RVARC will not be responsible for payment for services performed in advance of such notice.

SECTION 28: SUSPENSION OR TERMINATION OF CONTRACT BY RVARC.

The RVARC, at any time, may order Consultant 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 Consultant shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the RVARC 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 RVARC 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 RVARC for any damages allowed by law, and upon demand of RVARC shall promptly pay the same to RVARC.

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 RVARC 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 RVARC provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and RVARC may pursue any and all such rights and remedies against Consultant as it deems appropriate.

SECTION 29: ETHICS IN PUBLIC CONTRACTING.

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

SECTION 30: COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Consultant shall comply with the provisions of Code of Virginia Section 2.2-4311.2, as amended, which provides that a Consultant 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. Consultant 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 RVARC may void the Contract if the Consultant fails to remain in compliance with the provisions of this section.

SECTION 31: OWNERSHIP OF REPORTS AND DOCUMENTS.

Consultant 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 Consultant to the RVARC and all such items shall become the sole property of the RVARC. The Consultant agrees that the RVARC shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the RVARC may reproduce, copy, and use all such items as the RVARC deems appropriate, without any restriction or limitation on their use and without any cost or charges to the RVARC from Consultant. Consultant hereby transfers and assigns all such rights and items to the RVARC. Consultant further agrees Consultant will take any action and execute any documents necessary to accomplish the provisions of this Section. The Consultant also warrants that Consultant 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 32: 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 33: 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.

SIGNATURES: The parties hereto agree to abide by all the provision of this Contract.

IN WITNESS WHEREOF, the parties sign and cause this Contract to be executed on this [DATE OF CONTRACT]

Jeremy Holmes, Executive Director

Roanoke Valley-Alleghany Regional Commission

Date

Witness

Roanoke Valley-Alleghany Regional Commission

Date

[CONSULTANT NAME AND TITLE]
[CONSULTANT COMPANY]

Date

Witness

[CONSULTANT COMPANY]

Date

EXHIBIT 1
TO CONTRACT
BETWEEN ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION AND
[CONTRACTOR NAME]
FOR [WORK TO BE COMPLETED]

REFERENCE: [RFP REFERENCE NUMBER OR NAME IF APPROPRIATE]

INSURANCE REQUIREMENTS

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

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

B. The minimum insurance policies and/or coverages that shall be provided by the Consultant, including its subconsultants, include the following:

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

\$1,000,000.00 General Limit (other than Products/Completed Operations);
\$1,000,000.00 Products/Completed Operations Limit;
\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character);
\$1,000,000.00 each occurrence limit; and
Naming of RVARC as additional insured.

(2) Automobile Liability: \$1,000,000.00 combined single limit, and naming RVARC as additional insured

(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; and
\$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, Consultant's and its subconsultants' insurance company shall waive rights of subrogation against the RVARC and its officers, employees, agents, assigns, and volunteers.

(6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.

(7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the Consultant to notify the RVARC of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

(1) Consultant shall furnish the RVARC 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 RVARC, 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 and have an AM Best rating of "A" or better.

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

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 Consultant for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant, and/or its subconsultants, or their insurance carriers. The RVARC does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant's interest or liabilities but are merely minimums. The obligation of the Consultant, and its subconsultants, to purchase insurance shall not in any way limit the obligations of the Consultant in the event that the RVARC 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 RVARC to seek any recovery against the Consultant's insurance company before seeking recovery directly from the Consultant.

END OF EXHIBIT 1

**EXHIBIT 2
TO CONTRACT
BETWEEN ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION AND
[CONTRACTOR NAME]
FOR [WORK TO BE COMPLETED]**

REFERENCE: [RFP REFERENCE OR NAME IF APPROPRIATE]

SCOPE OF WORK

[DESCRIBE IN SUFFICIENT DETAIL WORK TO BE COMPLETED, INCLUDING REPORTING REQUIREMENTS AND SCHEDULE]

END OF EXHIBIT 2

**EXHIBIT 3
TO CONTRACT
BETWEEN ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION AND
[CONTRACTOR NAME]
FOR [WORK TO BE COMPLETED]**

REFERENCE: [RFP REFERENCE OR NAME IF APPROPRIATE]

SERVICE SCHEDULE & PROPOSED FEES

Project Schedule and Milestone*

Schedule	Milestone and/or proposed fee payment
[DATE]	[MILESTONE]
[DATE]	[MILESTONE]
[DATE]	[MILESTONE]
[DATE]	[MILESTONE]
[DATE]	[MILESTONE]
[DATE]	[MILESTONE]
[DATE]	[MILESTONE]

* Schedule may be refined during the kick-off process to reflect local preferences for meeting times and deliverables.

END OF EXHIBIT 3

**EXHIBIT X
TO CONTRACT
BETWEEN ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION AND
[CONTRACTOR NAME]
FOR [WORK TO BE COMPLETED]**

REFERENCE: [RFP REFERENCE IF APPROPRIATE]