



THE CITY OF
OXFORD

REQUEST FOR PROPOSAL
for
INTERACTIVE MUSEUM DISPLAY FOR BURNS BELFRY: PHASE II

Prepared By:
CITY OF OXFORD
ENGINEERING

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The City of Oxford

April 18, 2019

REQUEST FOR PROPOSAL

The CITY OF OXFORD is seeking proposals from qualified contractors for new reader rails and two interactive computer stations for the Burns Belfry Museum. The technical documents and scope of service is available to proposers at www.centralbidding.com. Electronic copies of the proposed drawings and RFP documents may be obtained online for a non-refundable fee of \$49.99. To submit a RFP, the contractor must first register with Central Bidding on their website. Proposers are encouraged to download and review documents prior to submission. Proposals that do not follow the directions in the PROPOSAL REQUIREMENTS section may be disqualified. The Proposals may be submitted via hand-delivery, US Mail, or electronic submission. All proposals are due on May 20, 2019 at 2:00 pm.

Submit sealed, hard copies via hand-delivery or mail to:

City of Oxford
Attn: Kate Kenwright
107 Courthouse Square
Oxford, MS 38655

Electronic submission may be uploaded to:

www.centralbidding.com

For technical questions regarding the downloading or submission of the project documents, please contact Central Bidding at info@centralbidding.com or (225) 810-4814 at Central Bidding.

For questions regarding the project scope or to view the current exhibit, please contact Mr. Jim Pryor at (662) 801-4087 or jimpryor@dixie-net.com for information and appointments.

The project will be awarded based on the best qualified submittal and is be subject to the approval of the Mayor and Board of Alderman. The Board of Alderman reserves the right to reject any and all proposals and to waive any and all informalities.

Advertise Dates: April 19, 2019
 April 25, 2019

1. INTRODUCTION

The Burns Belfry Museum is housed in a historic church built in 1910 located in downtown Oxford, Mississippi. The building was an African American church until 1974, when the congregation moved to a new building. After this, the Belfry was used as office space until 2002 when John Grisham donated it to the Oxford Lafayette County Heritage Foundation and the Oxford Development Association for restoration. The building underwent a major restoration in 2013 and is now used as a Community Heritage Center and Museum. The existing exhibits comprised of information panels were installed as Phase I when the building reopened after restoration. The City of Oxford is requesting proposals for Phase II to include reader rails and two interactive stations.

This RFP describes the anticipated scope of services, project schedule, proposal requirements, submittal requirements and the evaluation and selection process. Failure to submit information in accordance with the RFP's requirements and procedures may be cause for disqualification.

Attached to this RFP is a sample of the Agreement that the selected respondent will be expected to execute. Any exceptions that the respondent takes with the Agreement shall be identified in their Proposal with a description of the reason for the exception.

2. PROPOSED SCOPE OF SERVICES

Phase II will include reader rails and two interactive stations. The reader rails, comprised of text and photos, are meant to expand upon the existing information panels. Text and photos for this portion of the exhibit will be provided, and the awarded consultant will take the provided information and format it for printing. The Interactive Panels will exhibit already collected and edited oral histories. The consultant will program two stations using the information and materials provided.

3. PROJECT SCHEDULE

The following is the anticipated schedule for the selection and award of contract for the project, as well as the deadline for delivering the final proposal documents. The City reserves the right to adjust the schedule below as needed.

EVENT DATES

Proposals Due	May 20 th at 2:00 pm
Interview Short Listed Firms (Optional)	TBD
Award Contract	TBD
Substantially Completion Date	November 15, 2019
Deadline for full completion	December 16, 2019

4. PROPOSAL REQUIREMENTS

Proposals shall be concise, well organized and demonstrate the responder's experience applicable to the project and the project approach. It is requested that resumes be limited to 2 pages each and that the use of standardized marketing literature be limited. Excessive marketing literature may not be reviewed.

Proposals submitted in response to this RFP shall be in the following order and shall include:

A. Identification of Responder

- Legal name and address of company
- Legal form of company (partnership, corporation, joint venture, etc.)
- Identify any parent companies
- Addresses of office(s) in Mississippi and number of employees.
- Name, title, address and telephone number of person to contact concerning the Proposal

B. Qualifications

The Qualifications Section of the Proposal shall be concise, well organized and shall demonstrate the responder's qualifications and experience applicable to the Project and Project approach.

C. Experience and Technical Competence

Provide a list of past and on-going projects during the past 5 years for which the proposed firm provided similar services, preferably for public agencies, or for other interactive museum products. Include a brief description of the project, relevance to this project, date initiated, date completed (if applicable), project costs, name of owner and owner's project manager with phone number. Identify role of the key personnel proposed for City project. Present the experience of any sub consultants. Please note if the proposed firm has completed any previous work for the City.

D. Project Organization and Key Personnel

Describe proposed project organization, including identification and responsibilities of key personnel and sub consultants (if any). Identify specialty consultants and their specific role. For each of the key personnel identify their main work location. Personnel with relevant certifications will be reviewed favorably.

E. Project Approach and Scope of Services

The project approach section shall set forth the Consultant's plan and ideas for organizing the work and achieving the goals. It should identify specific stages of the work, tasks, quality control approach, work products, and metrics for assessing quality. The proposal should discuss the Consultant's plan for coordinating efficiently and effectively with City's staff and provide an overview project schedule and offer ideas to improve project approach and meet the City's objectives. Provide a detailed Scope of Services that identifies the work elements and specific activities proposed to achieve the Agency's goals and objectives for this project.

F. Costs

Attach to the Proposal should be a breakdown of costs associated with the workforce budget presented in the proposal. Clearly identify and itemize all expenses included in the proposal. Also include a copy of proposer's standard billing rates for each workforce category for the consultant and subconsultants.

G. Exceptions to the Request for Proposal

The proposer shall certify that it takes no exceptions(s) to this RFP. If the proposer does take exception(s) to any portion of the RFP, the specific portion of the RFP to which exception(s) is taken shall be identified and explained.

5. PRE-SUBMITTAL ACTIVITIES

All questions regarding this RFP or requests for information should be addressed to Mr. Jim Pryor, at (662) 801-4087 or jimpryor@dixie-net.com. Questions will be received until seven (7) calendar days prior to the proposal due date. Site visits may be made by appointment only; contact Mr. Pryor to make an appointment.

6. SUBMITTAL REQUIREMENTS

One original, clearly marked on the cover, or electronic format (pdf) of the Proposal shall be submitted either by hand delivery, US Mail, or digitally through www.centralbidding.com.

The Proposal must be received no later than 2:00 p.m. (local time) on May 20, 2019, to the office of the City Clerk, Ashley Atkinson, at 107 Courthouse Square Oxford, MS 38655

Or via online submission to:

www.centralbidding.com

Hand-delivered or mailed proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package:

- Name of responder
- Project title
- Certificate of responsibility number (if applicable)

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered.

7. CONSULTANT NOMINATING AND SELECTION PROCESS

A Selection Panel (Panel) will be established for this project by the City. Using evaluation criteria, the Panel will evaluate the submissions based on the firms' personnel and project organization, experience, approach, implementation estimate and other information included in the proposal and will be evaluated and scored equally. The City may choose to interview the shortlisted firms. The City reserves the right to eliminate the interview step of the procurement process and also reserves the right to cancel the RFP process.

Evaluation criteria to be used by the Panel are as follows:

- Qualifications
- Experience and Technical Competence
- Project Organization and Key Personnel
- Proposed Project Approach and Scope of Services
- Cost

After the final selection, The City may enter negotiations with the selected firm. If negotiations fail, the City may enter negotiations with the second ranked firm. After negotiating a proposed agreement that is fair and reasonable, the Chief Operating Officer may recommend to the City's Board of Alderman that the City enter into the proposed agreement. Oxford's Board of Alderman has the final authority to approve the agreement.

8. REVISIONS TO THE RFP

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be listed on www.centralbidding.com and emailed to all that have submitted hand delivered or mailed RFP's. The City reserves the right to extend the date by which the Proposals are due. This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of Proposals pursuant to this RFP, or to procure or contract for work.

All Proposals submitted in response to this RFP becomes the property of The City. The City reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to, selection schedule, submittal date, and submittal requirements. If the City cancels or revises this RFP, all proposers will be notified as stated earlier through www.centralbidding.com and an email will be sent to those that submitted by hand delivery or mail. The City reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

PROPOSAL

Proposal of _____

(hereinafter called "Proposer"), organized and existing under the laws of the State of Mississippi, to the CITY OF OXFORD, MS (hereinafter called "Owner").

In compliance with your advertisement for proposals, Proposer hereby proposes to perform all work for **INTERACTIVE MUSEUM DISPLAY FOR BURNS BELFRY: PHASE II**, in strict accordance with Instructions for Proposers and contract documents, within the time set forth herein, and at the lump sum price in the amount of _____ Dollars (\$_____).

By submission of this proposal, each Proposal certifies, and in the case of a joint proposal, each party thereto certifies as to his own organization that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other Proposer or with any competitor.

Proposer hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the work within **INTERACTIVE MUSEUM DISPLAY FOR BURNS BELFRY: PHASE II**. Proposer further agrees to pay as liquidated damages, the sum of **\$300.00** for each consecutive calendar day thereafter.

All of the above prices shall include labor, material, taxes, overhead, profit, bonds, insurance and other costs necessary to cover the finished work of the several kinds called for.

The successful proposal shall warranty all items of work for a period of not less than one (1) year from the time of final acceptance of the project by the Owner.

Proposer understands that the City reserves the right to reject any and all proposals and to waive any informality in the proposal.

The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, the Proposer will execute the formal

(Continue to next page)

The City of Oxford

contract attached within 14 calendar days and deliver a surety bond or bonds as required by the attached Instructions for Proposers. The proposal security in the sum of

_____ Dollars,

(\$_____) (5% of the total proposal) is to become the property of the City in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the City caused thereby.

Proposer acknowledges receipt of the following addenda:

Respectfully submitted this the ____ day of _____, 2019.

By _____ Title _____

Company _____

Address _____

Phone _____

CONTRACT AGREEMENT

This Agreement, made this the _____ day of _____, 2019, by and between _____, hereinafter called the Contractor, and **THE CITY OF OXFORD, MISSISSIPPI**, hereinafter called the Owner.

WITNESSETH:

That the Contractor and City for the consideration hereinafter named agree as follows:

The Contractor shall furnish all labor and materials for the construction of **Interactive Museum Display for the Burns Belfry: Phase II** for the City, all in the manner provided for in the construction drawings and specifications which are fully incorporated herein as if hereto attached or herein repeated.

The City shall pay the Contractor for the complete performance of this contract a total amount of _____ Dollars (\$_____) being the amount of the accepted proposal for **Interactive Museum Display for the Burns Belfry: Phase II**, subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the work and the completion of the project in full accordance with the construction drawings and specifications.

Payment therefore to be made, provided: That the Owner certifies that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness with the work have been paid.

The Contractor shall commence work on or prior to a time stated in the Notice to Proceed issued by the Owner and shall be substantially complete by **November 15, 2019** and fully complete by **December 16, 2019**. Extensions may be granted due to modifications by the Owner, delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that the Owner may retain the sum of **\$300.00** per consecutive calendar day beyond the established contract time that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated.

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform the work under this Agreement. The Contractor shall fully reimburse the Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by the Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under this Agreement.

The Contractor has read, understands and accepts the conditions specified in this document and as set forth in the construction drawings and specifications.

In witness whereof, the parties hereto execute this Agreement on the day, month and year noted herein in **three (3)** counterparts, each of which will be deemed an original contract:

OWNER: **CITY OF OXFORD, MISSISSIPPI**

CONTRACTOR:

By_____

By_____

Title Mayor Robyn Tannehill

Title_____

ATTEST:_____

Title_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, and held and firmly bound unto **THE CITY OF OXFORD, MISSISSIPPI** located at 107 Courthouse Square, OXFORD, MS 38655, hereinafter called Owner, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

INTERACTIVE MUSEUM DISPLAY FOR BURNS BELFRY: PHASE II

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. no change, extension of time, or addition to the terms of the contract or to work to be performed there under or the specifications accompanying the same shall in any wise affect its

obligation on the bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in **three (3)** counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2019.

ATTEST:

_____	_____
(Principal) Secretary	Principal
_____	By _____
(SEAL) _____	_____
(Address)	(Address)

	(Surety)

ATTEST:

(SEAL)	
_____	BY _____
(Witness to Surety)	Attorney-in-fact
_____	_____
(Address)	(Address)
_____	_____

NOTE: Date of bond must not be prior to the date of the contract. If Contractor is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

GENERAL CONDITIONS

ARTICLE I – DECLARATIONS

The City of Oxford, Mississippi may hereinafter be referred to as the **“Owner”**.

The successful proposer to whom the contract is awarded shall hereinafter be referred to as the **“Contractor”**.

The term **“Contract Documents”** shall refer to the Contract Agreement, Addenda, Instructions for Proposers, Proposal, Bid Bond, Notice of Award, these General Conditions, Construction Drawings and modifications, and Notice to Proceed.

ARTICLE II - AWARD

The award of the contract, if it is awarded, will be as stated in the Notice to Proposers. No Notice of Award will be given until the Owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the proposer to do the work in accordance with contract documents within the prescribed contract time. The Owner reserves the right to reject the proposal of any Proposer who does not pass such investigation to the owner’s satisfaction. In analyzing proposals, the Owner may take into consideration alternates and unit prices, if requested by the Proposal forms.

ARTICLE III - EXECUTION OF AGREEMENT

At least three (3) counterparts of the Agreement and the accompanying required documents will be executed and delivered by the Contractor to the Owner within 14 calendar days of receipt by the Contractor. Failure of the successful proposer to execute and deliver the Agreement and required bonds as stipulated shall be just cause for the Owner to annul the Notice of Award and declare the proposal and any security therefore forfeited.

ARTICLE IV - PRE CONSTRUCTION

The Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the contract documents, work, locality, easements and rights-of-way, adjacent properties, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the contract documents. Contractor also represents that he has made such additional surveys and investigations as he deems necessary for the performance of the work at the contract price in accordance with the requirements of the contract documents and that he has correlated the results of all such data with the requirements of the contract

documents. He shall at once report in writing to the owner any conflict, error or discrepancy which he may discover.

ARTICLE V - CONTRACT TIME

The contract time will commence on the date set forth in the Notice to Proceed. The Contractor shall start to perform his obligation under the contract documents on the date when the contract time commences.

ARTICLE VI - SUBCONTRACTORS

Within 14 days after the award of the contract, the Contractor will submit to the Owner for acceptance a list of all subcontractors (including those who are to furnish principal materials or equipment) proposed for those portions of the work as to which the identity of the subcontractors and other persons and organizations must be submitted in the contract documents. Within 30 days after receiving the list, the Owner will notify the Contractor in writing if, after due investigation, the Owner has reasonable objection to any subcontractor on the list. If the Owner has reasonable objection to and refuses to accept any subcontractor, the apparent low proposer may submit an acceptable substitute without any increase in his proposal price.

ARTICLE VII - INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

VII.1 It is the intent of the Owner through the construction drawings and specifications to describe a complete project to be constructed in accordance with the contract documents. The contract documents comprise the entire agreement between the Owner and Contractor. They may be altered only by a modification in the form of A change order.

VII.2 The contract documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the contract documents, he shall call it to the Owner's attention in writing at once and before proceeding with the work affected thereby. The various contract documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Addenda, construction drawings and these general conditions.

ARTICLE VIII - BONDS AND INSURANCE

At all times applicable to the executed Agreement, the successful proposer shall procure and maintain, at its sole expense, insurance as listed below and shall submit to the owner, prior to the commencement of work, a duly executed and authorized Certificate of Insurance as evidence that the insurance requirements set forth are in full force and effect. Furthermore, the contractor shall cause any subcontractor to obtain and maintain insurance consistent with

the provisions of this document and submit an appropriate Certificate of Insurance prior to commencement of any work.

Schedule of Insurance:

Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate
Commercial Automobile Liability	\$1,000,000 Each Accident
Umbrella Liability	\$1,000,000 Each Occurrence
Workers Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
Owner's & Contractor's Protective Liability	\$1,000,000 Combined Single Limit

ARTICLE IX - CONTRACTOR'S RESPONSIBILITIES

IX.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, procedures and safety of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of work.

IX.2 The Contractor will provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. He will at all times maintain good discipline and order at the site.

IX.3 The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

IX.4 All materials and equipment will be new, except as otherwise provided in the contract documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with the seals unbroken and labels intact.

IX.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the contract documents.

IX.6 Stored materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

IX.7 Inspection and testing of all materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the contract documents.

IX.7a The Owner shall provide all inspection and testing services not required by the contract documents. The Contractor shall provide at his expense the testing and inspection services required by the contract documents.

IX.7b Inspections, tests or approvals by the owner or others shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.

IX.8 The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and fees necessary for the prosecution of the work. The Owner will assist the Contractor, when necessary, in obtaining such permits and licenses.

IX.9 Electric power as required during construction shall be provided by the contractor at the Contractor's expense. The Contractor will pay all public utility charges.

IX.10 The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the specifications or drawings are at variance therewith, the Contractor will give the Owner prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the drawings and specifications are in accordance with such laws, ordinances, rules and regulations.

IX.11 Cost of all sales and other taxes for which the Contractor is liable under the contract shall be included in the contract price stated by the Contractor.

Record Drawings

IX.12 The Contractor will keep one record copy of all specifications, drawings, addenda, modifications and shop drawings at the site.

IX.12a The Owner shall furnish the Contractor a set of drawings and specifications for the Contractor to record all details of and changes to the work as the work progresses.

The Contractor shall keep the record drawings current and shall not cover or conceal any work until the required information has been recorded. Record drawings are considered an integral part of the work and the work will not be deemed to be complete, on schedule or satisfactory until the record drawings are provided. The Contractor shall furnish record drawings to the Owner prior to the submission of the final application for payment.

IX.12b In addition to the location and limits of all unit priced and lump sum pay items, the following items shall be recorded on the record drawings:

1. Depths of various elements in relation to datum
2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
3. Location of internal appurtenances concealed in construction with reference to visible and accessible features of the work.
4. Field changes of dimension and detail.
5. Changes made by modification.
6. Details not on original contract drawings.
7. Locations of plugged openings for future connections.

ARTICLE X - SAFETY AND PROTECTION

X.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent property damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby;
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off site, and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

Emergencies

X.2 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give

the Owner written notice of any significant changes in the work or deviations from the contract documents caused thereby, within two days of the occurrence, and a change order may thereupon be issued covering the changes and deviations involved.

Clean Up

X.3 The Contractor shall clean up behind the work as much as is reasonably possible as the work progresses. Upon completion of the work, and before acceptance of and final payment for the project by the Owner, the Contractor shall remove all surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the work to substantially the same condition as existed prior to the work; and shall leave the whole in a neat and presentable condition. Cleaning up is considered to be an integral, important and necessary function of each item of work. Where work on unit price items are substantially complete but lack clean up and/or corrections ordered by the Owner, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean up and corrections. When the clean-up and/or corrections are performed, payment shall be made for amounts withheld. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor.

Public Safety and Convenience

X.4 The Contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. At any time should it become necessary to close a street the Contractor shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions

X.5 The Contractor shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the work, whether or not in his employ. They are to be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the work and the premises left clean.

Indemnification

X.6 The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the project, and shall indemnify and hold harmless the Owner and its agents from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform the work under the contract documents and shall fully reimburse the Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by the Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the contract documents.

Responsibility to Connect to Existing Work

X.7 It shall be the express responsibility of the Contractor to connect his work to each part of the existing work or work previously installed as required by the drawings and specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-way

X.8 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways and utility lines (either aerial, surface or subsurface), etc. shall be done in accordance with requirements of the owners thereof. The Owner will be responsible for obtaining permits necessary for the work.

X.9 The Contractor, at his own expense, shall be required to maintain the streets and thoroughfares disturbed in a passable condition providing means of ingress and egress to persons residing and/or by the work, conducting business thereon specifically, but not by way of limitation, the Contractor shall maintain proper access to the dwellings and/or businesses located on the property adjacent to the project at all times.

X.10 Traffic control measures indicated within the construction drawings are considered minimum best management practices for projects of type and nature such as this. At all times, while the work is in progress the Contractor shall take precautions for the protection of all the public by placing and maintaining adequate flagmen, barricades, red flags and/or lights, at locations where streets and public thoroughfares have been disturbed by excavations whether such measures are indicated in the drawings or not. Should the Contractor and Owner deem it necessary to effect lane closures to perform certain aspects of the work, proper notice shall be given to all local media outlets to alert the traveling public.

Cooperation with Governmental Departments, Public Utilities, etc.

X.11 The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, and telephone facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected. The Contractor shall give all proper notices, shall comply with requirements of such parties in the performance of his work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

X.11a The Contractor's attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The Contractor shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

X.11b The Contractor shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or materials and equipment used in or upon the work, or in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Public Convenience and Premises

X.12 The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and shall not unnecessarily encumber any part of the site.

X.12a The Contractor shall arrange and cooperate with the Owner in routing and parking of automobiles of his employees, subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the project site.

Protection of Existing Property Improvements

X.13 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures, trees and shrubbery, not indicated on the drawings or noted in the specifications as being removed or altered shall be protected from damage during construction of the project. Any such improvements damaged during construction of the

project shall be restored to a condition equal to that existing at time of award of contract at the Contactor's expense.

X.13a The existence of, and location of some of the known utilities and obstructions are indicated on the plans but are not guaranteed. The Contractor shall make sufficient investigation and inspections, at the site of work, to enable him to determine the existence of and exact nature and location of all such drainage structures, underground and overhead obstructions, fences, and public and private utilities that will be disturbed in the prosecution of the work. The Contractor shall repair or replace such utilities and improvements which are damaged by his operations so as to function properly, at his own expense and in a manner and condition equal to that of such utilities and improvements prior to damage. Fences which must be crossed shall be repaired to an "as was" condition.

ARTICLE XI - OWNER'S RESPONSIBILITIES

XI.1 The Owner will issue all communications to the Contractor through the Office of the City Engineer.

XI.2 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents.

The City Engineer's Office

XI.3 The City Engineer shall be the Owner's representative during the construction period. The duties, responsibilities and the limitation of authority of the City Engineer as the Owner's representative during construction are set forth in these General Conditions and shall not be extended without written consent of the Owner.

XI.4 The City Engineer will make periodic visits to the site to observe the progress and quality of the work and to determine, if the work is proceeding in accordance with the contract documents. His efforts will be directed toward providing assurance for the Owner that the completed project will conform to the requirements of the contract documents. To that end, the City Engineer's office will assign an inspector to the project whose role will be to perform daily inspections, maintain project diaries, tabulate pay item quantities for partial pay estimates, and report to the City Engineer on the progress and nature of the work. The City and Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any federal or state agency shall be permitted to inspect all of the work. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

XI.5 The City Engineer will issue with reasonable promptness such written clarifications or interpretations of the contract documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents.

XI.6 The City Engineer shall furnish and establish base lines for locating the principal component parts of the project together with a suitable number of bench marks adjacent to the project. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense of replacement.

XI.7 The City Engineer will have the authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the contract documents or does not meet the requirements of any inspection, test or approval referred to, or has been damaged prior to final acceptance). He will also have the authority to require special inspection or testing of the work, whether or not the work is fabricated, installed or completed. If any work is covered, contrary to the instructions of the City Engineer, it must, if requested by the City Engineer, be uncovered for his observation and replaced at the Contractor's expense. If the City Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the City Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the City Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment.

XI.8 The City Engineer will be the initial interpreter of the terms and conditions of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor. Claims, disputes and other matters relating to the execution and progress of the work or the interpretation of or performance under the contract documents shall be referred initially to the City Engineer for a decision which he shall render in writing within a reasonable time.

XI.9 The City Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and the City Engineer will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents.

XI.10 The City Engineer will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any of their agents or employees, or any other person performing any of the work.

XI.11 The City Engineer's construction administration duties do not include any administration of jobsite safety, which is the sole responsibility of the Contractor.

ARTICLE XII - CHANGES IN THE WORK

XII.1 Without invalidating the agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made. A change order signed by the Contractor indicates his agreement therewith.

XII.2 The City Engineer may, in writing, authorized minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents.

XII.3 Additional work performed by the Contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in these General Conditions.

XII.4 The Owner will execute appropriate change orders prepared by the City Engineer covering changes in the work to be performed as provided above, and work performed in an emergency as provided previously, and any other claim of the Contractor for a change in contract price or time which is approved by the Owner.

XII.5 It is the responsibility of the Contractor to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

Change in Contract Price

XII.6 The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the contract price.

XII.7 The Owner may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in work within the general scope of the contract, including but not limited to changes:

1. In the specifications (including drawings and designs);
2. In the method or manner of performance of work;

3. In the Owner-furnished facilities, equipment, materials, services, or site; or
4. Directing acceleration in the performance of the work.

XII.8 Except as provided herein, no order, statement, or conduct of the Owner shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment hereunder.

XII.9 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

XII.10 The value of any work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the contract documents, by application of unit prices to the quantities of the items involved.
2. By negotiated lump sum (the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit).

Change in Contract Time

XII.11 The contract time may be changed only by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the Owner and Engineer within 10 days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within 20 days of such occurrence unless the City Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by the City Engineer. Any change in the contract time resulting from any such claim shall be incorporated in a change order.

XII.12 The contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays may include, but not be restricted to, acts or neglect by any other contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after written demand for such drawings and not then unless such claim be reasonable.

ARTICLE XIII - GUARANTEE / WARRANTY

XIII.1 The Contractor shall guarantee all materials furnished and work performed for a period of one (1) year from the date of final acceptance. The Payment Bond and Performance Bond shall remain in full force and effect through the entire guarantee period.

XIII.2 Neither the final payment nor any provision in the contract nor partial or entire use of the facilities by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

ARTICLE XIV - PAYMENTS AND COMPLETION

Payments to Contractor

XIV.1 Partial payments to the Contractor will be made on a monthly basis. The cutoff date for all quantities and items to be paid under a partial pay estimate will be decided upon by the City Engineer and the Contractor. The City Engineer or the representative will certify the estimate and present it for approval.

XIV.1a The Owner shall retain 5 percent (%) of the amount of each partial payment until the work is at least 50 percent (%) complete and on schedule, in the opinion of the City Engineer, at which time 50 percent (%) of the retainage will be released to the Contractor. Future retainage at this point will be 2 – ½ percent (%). The Owner may reinstate retainage up to 5 percent (%) if the Owner determines, at his discretion, that XIV.1b The Contractor is not making satisfactory progress or there is specific cause for such withholding.

XIV.1c There will be no allowance for payment of stored materials on this project.

XIV.1d There will be no allowance for fuel adjustments on this project.

XIV.2 When the City Engineer determines that all work is complete and in accordance with contract documents with the exception of established vegetation, she may deem the project to be substantially complete and authorize full payment to the Contractor the amount due less 50 percent (%) of the retainage held at that time. The retainage will be held until such time the City Engineer determines that vegetation is fully established and all elements of the project are complete and in accordance with the contract documents. At that time the City Engineer will issue, in writing, a letter to the Contractor on official Owner letterhead stating that all work under the agreement is complete and in accordance with the contract documents and is officially accepted. All retainage held will be released to the Contractor plus any other amounts due, but less such sums as may be lawfully retained by the Owner, at such time as the Contractor obtains written consent from the surety.

XIV.3 The Contractor will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request,

furnish satisfactory evidence that all obligations of the nature described above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the contract price a sum of money deemed reasonably sufficient to pay any all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

XIV.4 The acceptance of the final payment by the Contractor shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor. Any payment, however, shall not release the Contractor or his sureties from any obligations under the contract documents or the Payment Bond and Performance Bond.

ARTICLE XV - SUSPENSION OF WORK AND TERMINATION

XV.1 The Owner may suspend the work or a portion thereof by notice in writing to the Contractor. The Contractor may be allowed an increase in the contract price or an extension in the contract time, or both, directly attributable to any suspension if he makes a claim therefor as provided herein, provided the Contractor does not concur in the work suspension.

XV.1a Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but the time for completion of the work will be extended to such reasonable time as the Owner may determine to compensate for time lost by such delay with such determination to be set forth in writing.

XV.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes general assignment for the benefit of his creditors, or is a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the City Engineer, or if he otherwise violates any provision of the contract documents, then the Owner may, without prejudice to any other right or remedy and after giving Contractor and his surety 7 days written notice, terminate the services of the Contractor and take possession of the project and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive

any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the City Engineer and incorporated in a change order.

XV.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due the Contractor will not release the Contractor from liability.

XV.4 Upon 7 days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.

XV.5 In case of termination of this contract before completion, for any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner. Should the Contractor not remove such equipment and supplies within 30 days, the Owner shall have the right to remove them at XV.6 the expense of the Contractor. Equipment and supplies shall not be construed to include such items for which the Contractor has been paid in whole or in part.

ARTICLE XVI - MISCELLANEOUS

XVI.1 The successful proposer shall be furnished 5 sets of contract documents (excluding the *The Standard Specifications for Road and Bridge Construction, 2017 Ed.*, 1 copy)

XVI.2 The duties and obligations imposed by the General Conditions, and other conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor and the Owner, shall be in addition to, and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the contract documents.

XVI.3 Should the Owner or Contractor suffer injury or damage to its person or property because of any error, omission or act or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

XVI.4 The contract documents shall be governed by the law of the place of the project.

XVI.5 In the event it shall be necessary for either party to retain legal counsel to resolve a dispute or to enforce any of its rights hereunder, the party prevailing upon resolution of such disputes or enforcements of such rights shall be entitled to recover payment of all reasonable attorney's fees, expenses and costs incurred therewith.

ARTICLE XVII – DISPUTE RESOLUTION

XVII.1 All claims, disputes and other matters in question arising out of, or related to, this agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment, shall be decided in a court of competent jurisdiction. Contractor will continue to work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed by him and the Owner in writing.

PROPOSED INTERIOR ELEVATION

EXHIBIT A

