



January 27, 2015

RE: Request for Proposal No. 15-06-07 for War Memorial Conservation

To Whom It May Concern:

The City of Roanoke is seeking the services of a conservator to repair, clean, and develop a maintenance plan for the Roanoke Valley War Memorial, located at Lee Plaza in front of 215 Church Avenue, Roanoke, Virginia 24011. The ongoing maintenance plan is to be performed by City Staff.

The Roanoke Arts Commission hired Fine Arts Conservation of Virginia in 2011 to complete a survey and assessment of the Roanoke Valley War Memorial and other items. The report was provided to the City in March of 2012, and listed the Roanoke Valley War Memorial as a Priority One object, meaning there is major active deterioration. Relevant excerpts from that report are provided herein as Attachment A.

Sealed proposals are solicited to establish a nonexclusive contract with a qualified Consultant to provide conservator and cleaning services and associated work, and will result in the issuance of a Purchase Order. There is no guarantee of any minimum amount of services that may be requested by the City, and no services may be requested, all in the sole discretion of the City.

Specifically, the City of Roanoke is seeking conservation treatment as proscribed in the conservator's report (Attachment A), development of an ongoing maintenance plan, and training of City staff to maintain the integrity of the work.

Services/Deliverables:

All services described herein must be completed by no later than November 1, 2015.

Enclosed with the RFP is a copy of the City's Purchase Order Terms and Conditions, including Special Terms and Conditions, Attachment B to RFP 15-06-07. Attachment B contains Terms and Conditions that the City plans to include in any Purchase Order that may be awarded, but such Terms and Conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Offeror. However, if an Offeror has any objections to any of the Terms or Conditions set forth in the Attachment or any changes or additions thereto to which the Offeror takes exception, the Offer should set forth such objections, changes, or additions in its proposal. Otherwise, submission of a bid by a Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a Purchase Order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions.

Please review the document carefully. The insurance requirements provided for in the Purchase Order must be provided by the Successful Offeror before any work is performed. The required Insurance Requirements for this Project are set forth in Attachment C.

Offeror shall also provide with its proposal its plan for proper disposal of all wash/waste water. The City requires 100% control and containment of all wash/wastewater and lawful disposal via sanitary sewer. In its plan, the Offer shall provide specific details as to how they will meet those requirements. Offeror are encouraged to use drawings, product references and other "tools" to help articulate its plan for disposal.

All responses to this request for proposal shall be submitted on or before 2:00 p.m. on February 27, 2015, to the address listed below:

City of Roanoke
Noel C. Taylor Municipal Building
Purchasing Division, Room 202
215 Church Ave. S.W., Roanoke, VA 24011
Ref: RFP # 15-06-07, War Memorial Conservation
Attn: Monica Cole, Senior Buyer

Your Proposal, one (1) original and three (3) copies, appropriately signed by an authorized representative of your firm, must be submitted in a sealed envelope or package. The notation "War Memorial Conservation", RFP # 15-06-07 and the opening time and date must be clearly marked on the front of that sealed envelope or package. Proposals received after the specified date and time will not be accepted.

The City reserves the right to reject or cancel any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below.

1. The background, education, and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
2. Reasonable/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with selected Offeror.
3. The Offeror's responsiveness and compliance with the RFP requirements and conditions.

4. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's contract.
5. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services or items required in this RFP.
6. The quality of Offeror's performance in comparable and/or similar projects.
7. Whether the Offeror can provide the services and/or items in a prompt and timely fashion.

Proposal evaluation and award will be accomplished in accordance with this Request for Proposal and Sections 23.2-1, et. seq. of the Code of the City of Roanoke, Virginia. General and/or technical questions regarding the Scope of Services and/or items required or procurement questions under this RFP may be directed to Monica Cole, Senior Buyer, at (540) 853-2871 or emailed to monica.cole@roanokeva.gov.

Sincerely,

Monica Cole
Senior Buyer
Purchasing Division

**ATTACHMENT A
WAR MEMORIAL CONSERVATION**

RFP # 15-06-07

**SURVEY OF PUBLIC ART COLLECTIONS
PREPARED BY FINE ART CONSERVATION OF VIRGINIA
AS IT RELATES TO THE ROANOKE VALLEY WAR MEMORIAL**

4 Pages

CITY OF ROANOKE

SURVEY OF PUBLIC ART COLLECTIONS



Submitted March, 2012

Scott W Nolley
Chief Conservator
Fine Art Conservation of Virginia

**FINE ART CONSERVATION OF VIRGINIA
RICHMOND VIRGINIA 804.226.1970**

ACCESSION NO4 05-0081
COLLECTION: City of Roanoke – Public Art Collection
EXAMINATION DATE: July 9, 2011
EXAMINER: Andrew Baxter

CITY OF ROANOKE PUBLIC ART SURVEY

OBJECT: "Roanoke Valley War Memorial" 1982, by Unknown Marble, Bronze
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**DIMENSIONS: (H x W x D) 3 tablets 121" x 84" x 18" 1 plinth 47" x 58" x 16"
2 plaques 24' x 36"**

LIST MATERIALS:

The object surveyed is an outdoor sculptural installation comprised of three marble tablets and associated bronze plaques.

The bronze plaques are developing patterns of dark green and black corrosion products. The stone surfaces display loss and erosion due to overall weathering and exposure to the elements.



CONDITION:

- PHYSICAL DAMAGE**
- STRUCTURALLY UNSOUND
 - BROKEN FRAGMENTED
 - CRACKED/SPLIT/TORN
 - LOSSES/MISSING PARTS
 - DISTORTED (BENT/WARPED)
 - BRITTLE/DESSICATED
 - WET/DAMP
 - WATERLOGGED
 - MATERIALS INTERFACE DAMAGED
 - FLAKING/FRIABLE SURFACES
 - SPALLING
 - SCRATCHED/ABRADED
 - BURNED/SOOT/SMOKE DAMAGE
 - ACCRETIONS
 - OTHER

- CHEMICAL DAMAGE**
- ACTIVE CORROSION
 - POTENTIALLY ACTIVE
 - STABLE OXIDES
 - CRYSTALLINE DEPOSITS
 - SWEATING/WEeping
 - LIGHT DAMAGE/FADING
 - STAIN/DISCOLORATION
 - OTHER – deterioration of marble

- BIOLOGICAL DAMAGE**
- INSECT DAMAGE
 - MOLD/FUNGI
 - ROT
 - OTHER

- HISTORIC EVIDENCE**
- HISTORIC DEPOSITS
 - PREVIOUS REPAIRS/RESTORATIONS
 - HISTORIC REPAIRS
 - OTHER

ASSESSMENT

- SUITABLE FOR EXHIBITION
- REQUIRES TREATMENT PRIOR TO EXHIBITION

RECOMMENDATIONS:

***Installation is in need of immediate treatment. Stone requires consolidation for additional strength and stability – increased durability against the elements. Corrosion requires treatment and a regular program of maintenance should be designed and implemented.

SKILL LEVEL High	PRIORITY 1
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ROANOKE SURVEY- Master List by Conservation Priority

Page 1 of 5

PRIORITY ONE

<u>ACCESSION NO.</u>	<u>OBJECT</u>	<u>ARTIST</u>	<u>DATE</u>	<u>EST.TRT. HRS.</u>
05-0013	"Chambered Interior"	Liz Kregloc	1986	7-10
05-0039	"Canada Geese"	George Shumate	1979	4
05-0052	"Path Through the Dunes"	Peyton Kline	1984	10-12
05-0057	"Ridge Pond"	Virgil Thresher	Unknown	6-10
05-0069	"Walden"	Unknown	1986	6
05-0081	"Roanoke Valley War Memorial"	Unknown	1982	200
05-0087	"Portrait of Dr. Martin Luther King, Jr."	Gwynn Kinsey	2008	12
08-0001	"Martin Luther King, Jr., Memorial"	Jeff and Anna Koh-Varilla	2008	40
09-0007	"Reading Garden"	Madeline Wiener	2009	70
09-0008	"Aspire"	Ed Dolinger	2009	70
10-0002	"Recoil"	Mark Yale	2010	TBD
11-0004	"Roanoke Valley Mural"	Allen Carter	2011	70
*not accessioned	"In a Tangle"	Kagan Taylor	Unknown	10

Total estimate of treatment hours 505-514
PRIORITY TWO

05-0004	"Shrimpers"	John Will Creasy	1987	6
05-0024	"The Concert"	Belva Hicks	1988	12
05-0031	"Mister So'tee"	Ed Bordett	1980	16
05-0033	"Springwood Farm"	Lucy Hazelgrove	1979	10
05-0035	"Captain's Choice"	Lewis Thompson	1983	6-15
05-0043	"Fallen Firefighter"	Betty Branch	2000	12
05-0044	"Officer Down"	Lawrence Bechtel	2004	4
05-0046	"Trying on a Wedding Dress"	Ann Bell	Unknown	40
05-0047	"Mandala"	Ann Bell	Unknown	24
05-0051	"Woman"	Mimi Babe Harris	Unknown	24
05-0054	"Bayside"	Virgil Thresher	Unknown	10

CONSERVATION PRIORITY KEY

1. **MAJOR ACTIVE DETERIORATION:** Serious ongoing deterioration which threatens the viability of the object. Condition is unstable. Requires immediate conservation attention.
2. **MINOR ACTIVE DETERIORATION:** Ongoing deterioration not immediately threatening the viability of the object. Needs stabilization. If not treated condition will rapidly progress to priority 1. Should be treated as soon as possible.
3. **INACTIVE DETERIORATION:** Object is in stable condition. May need treatment. Should be regularly monitored to insure that inactive rating does not progress to active.
4. **GOOD CONDITION:** Needs only cleaning and appropriate housing and/or storage.
5. **FINE CONDITION** – Needs no treatment – some minimal attention may be suggested.

CONSERVATION SKILL LEVEL

1. **HIGH:** Treatment to be done only by a trained conservator with related specialized experience.
2. **MEDIUM:** Treatment can be done by employee trained in specific conservation procedures. Requires some direction by a trained conservator.
3. **LOW:** Treatment can be done by employee with minimal conservation training. Requires close supervision by a trained conservator.

**ATTACHMENT B
WAR MEMORIAL CONSERVATION**

RFP # 15-06-07

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PURCHASE ORDER TERMS AND AGREEMENT

1. Definitions.

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document (which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. Invoicing.

All invoices shall be sent to:

City of Roanoke
Economic Development
117 Church Avenue
Roanoke, VA 24011

3. Termination for Default and Convenience.

A. If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.

B. The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.

C. The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. Changes By Vendor.

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

5. **Changes By City.**

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. **Payment.**

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. **Sales Tax Exemption.**

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

8. **Free on Board (F.O.B.), Risk of Loss, and Title.**

All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination

9. **Inspection.**

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

10. **Insurance.**

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

11. **Warranty.**

Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and

freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.

12. **Independent Contractor.**

The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

13. **Nondiscrimination.**

Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

14. **Drug-Free Workplace.**

Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

15. **Faith-Based Organizations.**

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

16. **Assignment.**

Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

17. **Successors and Assigns.**

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

18. **Indemnification.**

Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

19. **Governing Law and Forum Selection.**

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia

and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

20. Acceptance – Entire Agreement - Modification.

Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are part of the above Terms and Conditions:

SECTION 1. JOBSITE APPEARANCE.

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

SECTION 2. FINAL CLEANING.

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

SECTION 3. PROTECTION ON SITE.

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

SECTION 4. SAFETY AND HEALTH PRECAUTIONS.

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

SECTION 5. PROTECTING THE PUBLIC.

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

SECTION 6. PROTECTING THE WORK AND ADJACENT PROPERTY.

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

SECTION 7. EMERGENCIES.

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

SECTION 8. DAMAGE TO THE WORK.

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

SECTION 9. DAMAGE TO OTHER WORK OR UTILITIES.

The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours notice prior to the adjustment, and the Contractor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Section 56-265.14 et seq., of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

SECTION 10. WEATHER DAMAGE OR DELAY.

Damage to the Work or any delays caused by the weather shall be the responsibility of the Contractor.

SECTION 11. DAMAGE TO EXISTING STRUCTURES.

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

SECTION 12. RELEASE BY CONTRACTOR.

The acceptance by the Contractor of the final payment shall be and does operate as a release by the Contractor of all claims by the Contractor against City and of all other

liability of the City to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

SECTION 13. DEFECTIVE WORK.

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

SECTION 14. OWNERSHIP OF WORK CREATED FOR THE CITY.

A. Contractor/Artist represents and warrants that upon creation of the Work or any part thereof, the Contractor/Artist will be the sole owner of all intellectual property rights in and to such Work and will hold the complete and undivided copyright interest in and to such Work. In order to transfer joint ownership to the City of such rights, Contractor/Artist does hereby sell, assign, and transfer to the City, and further agrees to assign and transfer to the City, a joint ownership interest in and to the Contractor/Artist's entire right, title, and interest in and to all such intellectual property rights in and to such Work, including the copyright in and to such Work, and any registrations and copyright applications relating thereto and any renewal and extensions thereof. Contractor/Artist agrees to and shall take any action and execute all documents and perform such other proper acts as the City may deem necessary to secure for the City, all of the joint ownership rights herein transferred. Such transfer of rights shall be effective upon the City's approval of or acceptance of the Work or any part thereof, whichever occurs first.

B. Contractor/Artist agrees that upon transfer of such joint ownership rights, title, and interest in and to the Work or any part thereof to the City, the City shall be the joint owner, along with the Contractor/Artist, of all rights of any type, intellectual or otherwise, in and to such Work, including, but not limited to, copyrights and trademarks related to such Work. The City may make photographs or copies thereof, distribute, publicly display, sell, license, and use the Work, or any part thereof, and all of such items as the City deems appropriate, without restriction or limitation on their use and without any cost or additional charges of any type to the City from the Contractor/Artist. Furthermore, none of the parties shall owe any of the other parties to this Purchase Order any royalty or other payments of any type for such party's use, sale, license, or other use of any of the intellectual property rights referred to in this Section 14. The Contractor/Artist acknowledges that the Fee provisions in this Purchase Order include compensation to the Contractor/Artist for the matters set forth in this Section 14.

C. The City will place appropriate signage, as reasonably approved by all parties, on such Work giving credit to the Contractor/Artist.

D. All materials and work covered by this Purchase Order shall become the property of the City upon final acceptance and approval by the City of the properly completed Work. This provision shall not relieve the Contractor/Artist from the responsibility for all materials, workmanship, and design and to repair all damaged Work during the one year warranty period. The Contractor/Artist warrants that the Contractor/Artist has good title to all materials, equipment, and supplies which the Contractor/Artist uses in the Work or for which the Contractor/Artist accepts payment in whole or in part.

E. The City hereby agrees that the Contractor/Artist and the City shall be the joint owners of the intellectual property rights set forth above and that the City shall be the sole owner of the murals when such items are transferred to the City pursuant to the terms of this Contract.

END.

**ATTACHMENT C
WAR MEMORIAL CONSERVATION**

RFP # 15-06-07

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

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

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

- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them

as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

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

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

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

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

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

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

\$1,000,000.00 each occurrence limit

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

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

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

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

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items,

and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.

- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

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

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

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

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END