



Holly Theatre Community Center, Inc.

In conjunction with

Downtown Development Authority of the City of Dahlonega

REQUEST FOR PROPOSALS

Technical, Safety and Comfort Improvements Project

The Holly Theatre is requesting sealed proposals for stage demolition and reconstruction, technical equipment installation, and interior improvements of the historic theater.

PROPOSALS ARE DUE AT

THE HOLLY THEATRE, 69 W MAIN ST, DAHLONEGA, GA 30533

ATTENTION: IVANA PELNAR-ZAIKO, PROJECT ADMINISTRATOR

Copies of Proposals are due at

City Hall Dahlonega, 465 Riley Road, Dahlonega GA 30533

NO LATER THAN

OCTOBER 7, 2020 AT 2:00 PM EST

Late proposals will not be considered nor returned. All proposals will be acknowledged when received. Electronic submission via e-mail or facsimile will not be accepted.

The project documents, specifications, and architectural drawings are available for inspection at the theater at 69 W Main St., Dahlonega, Georgia by appointment (phone 706-530-5162) and on the website www.hollytheater.com under the tab About Us.

This project is funded in part by federal funds. Knowledge of and compliance with all applicable Federal, State, and Local Laws, Codes or Standards of Compliance, are required of all contractors and subcontractors.

Attendance at a pre-proposal, on-site meeting is MANDATORY:

Thursday, September 17, 2020 at 2:00 PM local time

Holly Theatre, 69 W Main St, Dahlonega, GA, main auditorium.

A bid bond in the amount of 5% of the proposal will be required.

Proposals may not be withdrawn for sixty (60) days after the time and date set for closing, except as allowed by law. The Theatre reserves the right to reject any and all proposals, to award the contract in the best interest of the Theatre, and to waive any technicalities and informalities.

1. GENERAL INFORMATION

Purpose of Procurement

The Holly Theatre Community Center, Inc. (Holly Theatre) is seeking proposals of qualified Licensed/Registered General Contractor Teams (herein referred to as General Contractor or Contractor) for interior renovations and improvements of the theater, a historic building listed on the National Register of Historic Places, located at 69 West Main Street, Dahlonega, Georgia. The primary objective of this project is internal work to demolish and rebuild the stage, install new steel rigging above the stage, install new and re-install existing equipment, including stage lights, sound, and curtain systems. The project also includes modifications to the electrical and HVAC systems and minor alteration to seating. Construction drawings have been completed by BCA Studio Architects, Gainesville, Georgia, and the project is financed in part with federal grant funds and through the City of Dahlonega Downtown Development Authority (DDA).

Schedule of Events

<i>Date</i>	<i>Activity</i>
September 9, 2020	Release of RFP
September 17, 2020, 2 PM	Mandatory Pre-Proposal Meeting
September 23, 2020, 5 PM	Deadline for written questions to be submitted
September 25, 2020, 5 PM	Answers to written questions posted to website www.hollytheater.com under the tab About Us
October 7, 2020, 2 PM	Submittal Deadline, Proposals Opening
October 14, 2020	Anticipated Contract Award
October 16, 2020	Anticipated Notice to Proceed
By February 27, 2021	Anticipated Substantial Completion

Pre-Proposal Meeting

Submitters are required to make a site visit at the time of the scheduled meeting at the Holly Theatre, 69 W. Main St., Dahlonega, to familiarize themselves with the historic structure, its location, and the local conditions under which the work is to be performed, in order to correlate their observations with the requirements of the project documents.

Questions, Inquiries and Addenda

All questions or requests for clarification and interpretation must be made via email to the Project Administrator no later than Wednesday, September 23, 5:00 PM EST.

The inquiries must be addressed to Ivana Pelnar-Zaiko, Project Administrator, Holly Theatre, 69 West Main Street, Dahlonega, GA 30533, ivanapelnar@gmail.com.

Only a written response by the Holly Theatre will be binding. The Holly Theatre reserves the right to issue written addenda to any inquiries that alter the scope of this RFP.

Addenda shall be posted to the theater website www.hollytheater.com under the tab About Us/RFP no later than **Friday, September 25, 5:00 PM EST**. A signed copy of any addendum shall accompany submitted bids. Submitters are advised to check the website for addenda before submitting their proposals.

Other than questions or inquiries submitted as outlined herein, or unless invited to do so by the Holly Theatre, the interested submitter shall not contact any member or volunteer employee of the Holly Theatre regarding this RFP from the time this RFP is issued until award of the contract.

Contract Term

Submitters shall propose a timeline for the project within a 5-month window of October 2020 through February 2021. The awarded contract will require Bonding and Insurance as specified under Terms and Conditions.

Submission of Proposals

One complete, signed, original proposal must be submitted in a sealed package, plainly marked as "Request for Proposals" and bearing on the outside the vendor's name and address. A copy of the proposal must be submitted to DDA at the City Hall Dahlonga. The Holly Theatre will not be responsible for late mail deliveries and no proposal will be accepted if received after 2:00 PM EST on Wednesday, October 7, 2020.

Submittals must include:

A cover letter signed by an authorized signature, including the firm's name, address, contact name, telephone number, and email address, highlighting information and qualifications by which to evaluate the strength of the proposal. No pricing shall be included in this section.

Business Information--furnish the following:

- __ Number of years in business.
- __ Legal status and Federal Tax ID number.
- __ Full names of officers and/or principals.
- __ Brief resumes of officers and/or principals.
- __ Literature – if in hard copy, restrict to five (5) pages or provide a web-site address that lists equivalent information.

Qualifications and Experience of Staff assigned to this project. Furnish a brief resume for key personnel proposed for this project, including designations of the project manager, the point of contact responsible for all communications with the Holly Theatre's project manager, and as applicable, names of anticipated subcontractors and brief descriptions of their roles.

Historic theaters or similar building renovation and construction experience. Include a listing (photos or web addresses will be beneficial) of at least three projects of similar scope, past or currently in progress, along with reference information (contact name,

phone number and email). State any experience with projects wholly or partially funded by federal funds.

The following statement in a separate, sealed envelope:

I, [name], have read and understand the requirements of the RFP for technical, safety and comfort improvements at the Holly Theatre Community Center, Inc. and agree to provide the required services for the lump sum price of \$_____. I certify that I am authorized to sign the financial proposal on behalf of [name of firm]. [Signature, Date]

Submittals shall be delivered to the following addresses:

Original to

Holly Theatre Community Center Inc.

Attention: Ivana Pelnar-Zaiko , Project Administrator

69 West Main Street

Dahlonega, Georgia 30533

Copy (the pricing information not required) to

City Hall Dahlonega

Procurement Department

465 Riley Road

Dahlonega, GA 30533

Right to Submitted Materials

All inquiries, responses, or correspondence relating to or in reference to this Request for Proposals or other project documentation by the submitting General Contractor shall be properly identified with the vendor's name and will become the property of the Holly Theatre and, as applicable, of the DDA when received.

Withdrawal of Bid Due to Errors

Submitters shall have up to forty-eight (48) hours to notify the Holly Theatre Project Administrator, in writing, of an obvious clerical error made in the calculation of the price in order to withdraw the proposal after proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than others due solely to a mistake. The submitter shall provide evidence that the proposal was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The submitter's original work papers shall be the sole acceptable evidence of error or mistake. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of the Holly Theatre.

Award

The contract awarded pursuant to this Request for Proposals shall be awarded to the lowest responsible submitter whose response meets all qualifications, requirements, and specifications set forth in this Request for Proposals, including the desired previous experience in renovation of historic structures and with theater or similar performance venue construction projects. A "responsible submitter" is one who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. Cost plus the percentage of cost and percentage of construction costs method of contracting shall not be used. Only firm-fixed-price contract will be awarded to the winning proposal.

2. REQUIREMENTS AND SPECIFICATIONS

The Holly Theatre Community Center, Inc. is requesting proposals for interior renovations and improvements of the theater, a historic building listed on the National Register of Historic Places, located at 69 West Main Street, Dahlonega, Georgia. Special care will need to be taken given the age of the facility and its historic nature as well as the limited access to its interiors. It will be the selected General Contractor's (GC) responsibility to ensure that all work necessary to carry out the project is accurate and complete.

Work to complete the Project will include the following:

- Review the architectural drawings and specifications by BCA Studios Architects, Gainesville – Atlanta, Georgia, Mr. Jeff Crocker, Architect; drawings are available electronically at [HOLLY THEATER RFP-PRICING DRAWINGS DOWNLOAD LINK](#)
- Provide general contracting, subcontracting, construction supervision, and permitting to accomplish the overall renovation and improvement project (the Project).
- All work will take place on two levels of the interior spaces of the Holly Theatre. The GC's assigned project manager will coordinate with the Holly Theatre's project manager, the Architect (CA), and any City of Dahunega personnel assigned to the project.
- Staging and parking areas are on neighboring properties by special permit.
- Stage area demolition and material removal (see drawings)
- Removal of selected seating (6 on main level, 4 on the balcony), to be stored in the theater attic
- Removal of central beam and installation of a new steel grid above the stage (steel rigging subcontractor)
- Due to the limited access to the interior of a historic building, all removal and delivery of materials have to pass through the street-front doors and narrow auditorium entrances (no loading dock)

- It is anticipated that scaffolding will need to be erected for the above-stage installations
- Rebuilding of the stage as per design and drawings
- Replacement of main HVAC system with heat pumps as per design and drawings. Existing REME HALO-LED air purifiers will be re-installed in new units
- Electrical systems (electrical subcontractor) including but not limited to new feeder, panel(s), heat pump circuitry, wiring and control requirements for a fly system (see below) as specified by vendor, and lighting and other circuitry
 - Electrical subcontractor to install additional conduits for A/V system (maximum of 9 boxes around the stage) as specified by owner's A/V vendor
- Design and specifications for a system of fly bars (theater fly system subcontractor) for lighting (3 above stage and 2 FOH) and scenery (1 above stage), and one (1) motorized, automated roll drop system, for a total of seven (7) motorized, automated hoists, such as JRClancy HELIOS™ or equivalent, up to 1200 LBS lifting capacity
 - The purchase and installation of the above-listed one (1) motorized, automated roll drop system
 - Re-installation of three (3) theater light bars, dead hung per owner's placement
- Installation of new stage curtains system. Due to the historic nature of the theater, the main stage curtain should be replaced with a curtain similar in style to the historic feature. Balcony stair hangings to be replaced with heavier curtains for better sound proofing.

- Re-installation of existing film screen and projector
- Post-construction repair, cleaning, restoration and/or replacements are anticipated for aisle and stair carpeting and under-floor sound/fire spray insulation, as well as any other area(s) damaged or soiled during construction.
- The Holly Theatre reserves the right to identify, recommend and negotiate minor changes and/or additions not apparent at the planning stage of the Project or to be identified during demolition.

3. TERMS AND CONDITIONS

Amendments

Holly Theater reserves the right to amend this Request prior to the Proposal due date. All effort will be made to post addenda and additional information to the theater website no later than **5:00 PM on September 25, 2020**. It is the Submitter's responsibility to check the website for addenda before submitting a Proposal. A signed copy of all issued addenda is to be included with the Original Proposal.

Withdrawal

A submitted proposal may be withdrawn prior to the due date by a signed written request to the Holly's Project Administrator.

Cost for Preparing Proposals

The cost for developing the proposal is the sole responsibility of the Submitter. The Theatre will not provide reimbursement for such costs.

Conflict of Interest

If a submitting firm has any existing client relationship that involves the Holly Theatre, the Submitter must disclose each relationship.

Contractor Selection

A Panel of Holly Theatre representatives reserves the right to determine which Contractor should be awarded the Project. The Panel may include DDA representatives and may conduct interviews with high-ranking submitters. Where two or more firms are deemed equal, the Holly Theatre Board of Directors in consultation with the DDA, if applicable, reserves the right to make the award to one of the firms. The Theatre also reserves the right to reject any or all proposals at its discretion with or without cause.

Negotiations with Apparent Winner

Prior to award, the apparent winning submitter will be required to enter into discussions with the Holly Theater to clarify any issues and resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the Theatre. Failure to resolve differences will lead to rejection of the Contractor's bid.

Holly Theatre reserves the right to negotiate modifications and costs with the successful Contractor, provided that no such modifications affect the evaluation criteria set forth herein. Such modifications may include the addition of DDA as one of the owner parties to the awarded contract. The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the Owner(s).

Taxes

The Contractor shall pay all taxes required by law.

Proposal Bonds, Payment Bonds, and Performance Bonds

Georgia State Requirements for contracts valued over \$100,000:

1. A performance bond from Contractor executed in connection with this contract
2. A payment bond on the part of the contractor for 100% of the contract price

Federal Minimum Requirements for construction contracts valued over \$100,000:

1. A proposal guarantee from each submitter of 5% of the proposed price. The guarantee may consist of a bond, certified check, or other negotiable instrument accompanying the submittal.
2. A performance bond from contractors for 100% of the contract shall be executed with the contract.
3. A payment bond on the part of the contractor for 100% of the price.

Insurance

The General Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide certificates of insurance to the Holly Theatre for the following minimum amounts of insurance.

Workers Compensation Statutory
Employers Liability \$1,000,000.00

Bodily Injury Liability \$1,000,000.00 per occurrence
(Except Automotive) \$2,000,000.00 aggregate
Property Damage Liability \$1,000,000.00 per occurrence
(Except Automotive) \$2,000,000.00 aggregate
Automobile Bodily Injury \$1,000,000.00 per occurrence
Liability \$1,000,000.00 per occurrence
Automobile Property Damage \$1,000,000.00 per occurrence
Valuable Papers Insurance \$1,000,000.00 per occurrence
Professional Liability Insurance \$1,000,000.00 per occurrence
Errors and Omissions Insurance \$1,000,000.00 per occurrence

Holly Theatre Community Center, Inc. and the owner of the property to serve as the construction staging area, Lodestone Ventures, LLC, and DDA as applicable, shall be named as additional insured under the Contractor's insurance policies.

The Contractor's insurance policies shall provide that they shall not be cancelled without thirty (30) days prior written notice to the Holly Theatre Board of Directors, Attention: Ivana Pelnar-Zaiko, 69 W. Main Street, Dahlonega, Georgia 30533.

The Contractor shall notify the Theatre, in writing, thirty (30) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the Theatre.

The Contractor further agrees to protect, defend, indemnify, and hold harmless the Holly Theatre, its officers, directors, volunteers, agents, and employees from and against any and

all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Request for Proposals.

Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the owner or his representative from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub-Contractors and any persons employed by the sub-Contractor.

If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the Theatre may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

The Notice to Proceed will not be issued until the appropriate certificates of insurance are in the possession of the Holly Theatre.

Compliance with Laws

Knowledge of and compliance with all applicable Federal, State, and Local Laws, as well as all Federal, State and Local Codes or Standards of Compliance, are required of this project. All applicable Federal, State, and Local safety rules and regulations will be adhered to by the General Contractor and their employees for the duration of this contract.

The General Contractor will take affirmative steps whenever feasible to include small businesses and minority- and women-owned businesses when engaging sub-contractors. Any and all subcontractors will be held to the same quality/safety standards as the General Contractor.

The General Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970 and amendments, as it may apply to the awarded contract; and with the Davis-Bacon Act and all labor standards applicable to federally-assisted projects.

The Holly Theatre is an Equal Opportunity Employer and a Drug Free Workplace. Support is provided by USDA, an equal opportunity provider, employer and lender. The General Contractor will ensure that employees and applicants for employment are not discriminated against because of race, color, creed, sex or national origin; will maintain a drug-free work site; and will execute compliance affidavits pertaining thereto upon contract signing.

Cancellation

The Holly Theatre reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the Theatre without penalty to the Holly Theatre. The Theatre shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the Holly Theatre and the successful contractor, the Theatre may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the Holly Theatre, the successful contractor will be paid by the Theatre for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

Condition of Materials

It is understood and agreed that materials delivered shall be new, of specified design, and in first quality condition and must meet all specifications.

Rejection of Submissions/Cancellation

The Holly Theatre reserves the right to reject any or all proposals, to waive any irregularity or informality therein, and to accept or reject any item or combination of items, when to do so would be to the advantage of the Holly Theatre. It is also within the rights of the Holly Theatre reject proposals that do not contain all elements and information requested in this document.

The Holly Theatre reserves the right to cancel this Request for Proposals at any time and the Theatre will not be liable for any cost/losses incurred by the Contractors throughout this process.

Payment

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to the Holly Theatre, attention of the Project Administrator:

Holly Theatre Community Center, Inc.
Attention: Ivana Pelnar-Zaiko
69 W Main St.
Dahlonega, GA 30533

A 10% retainage will be held on each invoice until project is 50% complete. A 5% retainage will be held on each invoice thereafter for remainder of project.

Each invoice must include the following information:

1. Date of Invoice

2. Service Performed

Date of service or purchase

Description of item

Appropriate Unit of Measure

3. Billing Period

4. Terms

5. All billable items must be itemized

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

Approved invoices (less retainage) will be paid within 30 days of approval.

Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.

Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the Theatre. The Holly Theatre shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the Theatre.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the Holly Theatre, if the Theatre reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the Theatre will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of the Project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the Theatre for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the Holly Theatre and its agents as provided in this Agreement.

Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the property of the Theatre and available to the City and federal funding entity or entities as provided by law. None of the above-mentioned items shall be used by the Contractor for purposes unrelated to this Contract without the prior written approval. Such original documents shall be turned over to the Theatre upon completion of the contract except that Contractor shall have the right to retain copies of the same.

News Releases by Contractor

As a matter of policy, the Theatre does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the Theatre. All proposed news releases shall be routed to the Holly's Project Administrator for review and approval.

Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid. The Owner(s) and the Contractor agree to resolve any conflict through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this Contract shall be Lumpkin County, Georgia.

Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this RFP or his right, title, or interest in or to the same, or any part thereof, without written consent of the Holly Theatre.

Indemnity

The General Contractor shall, at its sole cost and expense, fully indemnify, defend and hold harmless, the Holly Theatre Community Center, Inc. (hereafter Holly Theatre), its officers, boards, volunteers, employees and agents, against any and all claims, suits, actions, liability and judgments from third parties for damage which maybe the result of willful, negligent or tortuous conduct arising from performance of contracted services or operations. The Contractor shall indemnify and hold harmless, Holly Theatre, its officers, boards, volunteers, employees or agents, from and against all claims, damages, losses and expensed, including but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, expense or attorney's fee is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from, and is caused in whole or in part by any negligent act or omission of the Contractor, or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

In any and all claims against Holly Theatre or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone of whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers or workmen's compensations acts, disability benefit acts or other employee benefit acts.

Non-Collusive Bidding

By submitting a response to this Request for Proposals, the Contractor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Contractor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person or company to refrain from submitting one, and that the Submitter has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing affidavits relative to the Compliance Act. All applicable affidavits will be provided to the winning Contractor and must be signed prior to contract being awarded.

Documents Deemed Part of Contract

Unless otherwise modified by the Contract, Holly Theatre's Request for Proposals issued on September 9, 2020, and any addenda issued thereto, and the Project Plans and Drawings, and any Special Provisions negotiated and agreed upon in writing by the parties, shall be deemed part of the Contract. No documentation or information provided by the Contractor shall be deemed part of the Contract unless expressly incorporated.