Call to Order

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

Minutes
Discuss and decide on meeting minutes.

Discuss a contract for services in the amount of $60,885 between Linn County Early Childhood Iowa Board and Linn County Board of Supervisors, on behalf of Linn County Community Services Child & Youth Development, for the Linn County Child Development Center, effective July 1, 2020 through June 30, 2021.

Discuss a contract for services in the amount of $103,950 between Linn County Early Childhood Iowa Board and Linn County Board of Supervisors, on behalf of Linn County Community Services Child & Youth Development, for the Nurturing Parenting program, effective July 1, 2020 through June 30, 2021.

Accept Linn County Public Art Commission recommendations of Madeline Wiener for the Harris Building exterior public art project and GoodSpace Murals for the Harris Building interior public art project, and approve and authorize Chair to sign contracts between the artists and Linn County.

Discuss a contract for temporary security officer services in response to COVID-19 pandemic.

Discuss a Professional Services Agreement between Linn County and Dixon Engineering for the County Home Road water tower rehabilitation project.

Discuss a resolution establishing a face covering policy for persons in Linn County-owned facilities.

Discuss protocols for meetings, meeting sizes, and the use of conference rooms.

Discuss holding the July 22 Quarterly Employee Recognition Breakfast.

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations
Discuss and decide on Employment Change Roster (payroll authorizations).

Claims
Discuss and decide on claims.
To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

1) Conference call—telephone number 866-576-7975, access code 218839#
2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
FY 21 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT- Renew and Amend
Fund: School Ready General

This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of LCCS Child Development Center for Early Care and Education Supportive Services. Intent is to increase access to extended day and year high-quality Wraparound Care, for 3-5 year olds from eligible Linn County families, through financial support of provider expenses.

SECTION 1.  IDENTITY OF THE PARTIES.

1.1 The Linn County Early Childhood Iowa Board (“Board”) is authorized to enter into this Contract. The Board’s address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Director  Phone: #892-5721

1.2 Linn County Board of Supervisors (“Contractor”), on behalf of Linn County Child Development Center is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor’s address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger  Phone: #319-892-5723

SECTION 2.  DURATION OF CONTRACT- Renewal

The term of this Contract shall be July 1, 2020 through June 30, 2021 unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3.  SCOPE OF SERVICES.

3.1 Amendment to Deliverables- Operational:

3.1.15. c: Delete this text: Provide 244 days of extended day extended year high-quality child care. Replace with: Provide up to 244 days of extended day extended year high-quality child care.

3.1.1. m: Add this text: If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Amendment to Outputs & Performance Measure Goals

3.2.5: Delete and Replace with: % of families that receive an in-home visit or virtual home visit from Center staff: 100%

3.3 Amendment to Monitor and Review Clause: Section 3.3.1 is Deleted and replaced with:

3.3.1  Progress Report Requirements
The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:

- Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4.  COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 21 is updated to read:
The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed $60,885 in School Ready General.

4.2 Amendment to Payment Clause: NA
4.3 Delay of Payment Due to Contractor’s Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

**CONTRACT EXECUTION.**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

<table>
<thead>
<tr>
<th>Contractor: Linn County Board of Supervisors for the Linn County Child Development Center</th>
<th>Board: Linn County Early Childhood Iowa</th>
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<td>Signature of Authorized Representative:</td>
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<td>Printed Name:</td>
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<td>Federal Tax Id #:</td>
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<td>Copy of County Self-Insurance is attached □</td>
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This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP). Intent is to provide short term home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF.

SECTION 1.  IDENTIFY OF THE PARTIES.

1.1 The Linn County Early Childhood Iowa Board ("Board") is authorized to enter into this Contract. The Board’s address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.

Contact Person: Chris Kivett-Berry, ECI Director  Phone: #892-5721

1.2 Linn County Board of Supervisors, ("Contractor") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor’s address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.

Designated Contact Person: Gloria Witzberger  Phone: #319-892-5723

SECTION 2.  DURATION OF CONTRACT- Renewal

The term of this Contract shall be July 1, 2020 through June 30, 2021 unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3.  SCOPE OF SERVICES.

3.1 Amendment to Deliverables:

3.1.14: Delete and replace with - NPP staff, as specified by State ECI requirements, will satisfactorily pass the National Certification Exam-Iowa, by the state established deadline.

3.1.17: Delete and replace with: Ensure compliance with content in current state ECI Family Support & Parent Education Tool FF @ https://earlychildhood.iowa.gov/

3.1.18: Add this text: If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Amendment to Outputs & Performance Measure Goals: NA

3.2.8. f: Delete and Replace with: Average # of business days between date referral was received and 1st face to face or virtual client visit.

3.3 Amendment to Monitor and Review Clause: Section 3.3.1 is deleted and replaced with:

3.3.1  Progress Report Requirements
The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:

- Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4.  COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 21 is updated to read:

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed $103,950 in School Ready General.

4.2 Amendment to Payment Clause: NA
4.3 Delay of Payment Due to Contractor’s Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

**CONTRACT EXECUTION.**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

<table>
<thead>
<tr>
<th>Contractor: Linn County Board of Supervisors for the NPP Short Term Home Visitation</th>
<th>Board: Linn County Early Childhood Iowa</th>
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<td>Signature of Authorized Representative:</td>
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<td>Certificate of Self-Insured attached □</td>
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<td>Assurance of Criminal/Child abuse record check attached □</td>
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AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

THIS AGREEMENT is entered into this ___ day of ____________, 2020, by and between Linn County (hereinafter “the County”), with offices at 935 Second Street SW, Cedar Rapids, IA 52404 and Madeline Wiener (hereinafter “the Artist”), 816 Acoma Street, #1006, Denver, CO 80204.

WHEREAS, the County has implemented a Public Art Policy by allocating 1% of Capital Project Funding for the establishment and display of artwork in public places; and

WHEREAS, authority lies with the County to make payments for the acquisition, design execution, fabrication, transportation, and/or installation of artworks; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist was selected by the County through an invitational competition adopted by the County to design, execute, fabricate and/or install the Artwork, as shall be described in Exhibit 1 in a public space located at 1020 Sixth Street SE, Cedar Rapids, IA 52401 (hereinafter “the Site”); and

WHEREAS, the Artist and the County wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 Scope of Services

1.1 Artist’s Obligations

a. The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the County as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and
safety devices and procedures at the Site, the Artist’s proposal shall be reviewed by the County and its Consultants, as necessary, for approval by the County to ensure compliance with these objectives.

c. The Artist shall prepare the design concept and the corresponding budget described in Section 1.3 of this Agreement. The design concept shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.

d. The Artist shall participate in public information meetings with the general public, attend design and construction coordination meetings with the County, general contractor, architect and other parties, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

e. The Artist shall complete the fabrication of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.

f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist’s expense as may be necessary for the installation and maintenance of the Artwork at the Site.

g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the County. If the Artist does not install the Artwork himself or herself, the Artist shall supervise and approve the installation.

h. The Artist shall provide required insurance in amounts and limits specified in Article 6 and Exhibit 4.

i. The Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.

j. The Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

k. The Artist shall provide photographic documentation of the Artwork.

l. The Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.
1.2 County’s Obligations

a. The County shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

b. The County shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by the Artist in order to perform.

c. The County shall be responsible for compliance with applicable laws and regulations with the exception of required licenses, permits and similar authorizations required to be secured by the Artist under Section 1.1(f), and shall explain any limitations imposed by such laws and/or regulations to the Artist.

d. The County shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The Artist and the County will cooperate to determine reasonable costs for those items that the County will be responsible for to prepare the Site for the timely transportation and installation of the Artwork. The County shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing him or her of any delays.

e. The County shall provide and install a plaque on or near the Artwork containing a credit to the Artist substantially in the following form: Artist’s name, Artwork title, date of publication.

f. The County shall not permit any use of the Artist’s name or misuse of the Artwork which would reflect discredit on the Artist’s reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the County’s control.

1.3 Design

a. Concept/Schematic
   i. The Artist was selected pursuant to a competition organized for the procurement of an artist to design and fabricate an Artwork suitable for the current project. A preliminary design has been approved as part of the County’s selection process.
   ii. The Artist shall examine, research and consider the Site and surrounding area. The Artist shall also discuss with the County the most appropriate method
to inform the content of the Design. If applicable, the Artist shall consult with representatives of the community and consider their input and concerns.

iii. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required by the County including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary within a reasonable cost and as required by the County.

iv. The Design must provide sufficient detail to permit the County to assure compliance with applicable local, state or federal laws, ordinances and/or regulations.

v. The Artist shall attach to the Design a detailed budget for the design, fabrication and installation of the Artwork, including costs for Site preparation, as described in Section 1.4(a) of this Agreement.

vi. The Artist shall provide a recommendation on the maintenance of the Artwork.

b. Final Design/Construction Documents
i. The Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration and maintenance of the Artwork, as well as any third party subcontractors needed to work on the project.

ii. Where appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the state of the Artwork’s installation and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the County with such certification, signed and stamped by the licensed engineer.

The Artist shall present the Final Design to a qualified conservator, designated by the County at no cost to the Artist, who will make recommendations on the maintenance of the Artwork. The Artist shall provide a written copy of the conservator’s recommendations to the County.

iii. The Artist shall provide a detailed narrative Description of the Artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork. The Description of the Artwork shall be attached and made a part of this Agreement hereto as Exhibit 1.
1.4 **Budget, Payment Schedule, Construction Schedule and Progress Reports**

a. **Budget**
   i. The Artist shall prepare a budget, which shall include all goods, services and materials, with such costs itemized. The Budget shall be attached and made a part of this Agreement, hereto as Exhibit 2.
   ii. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
   iii. The Artist shall keep a log of the Artist’s project hours and shall retain all original receipts pertaining directly to the project.
   iv. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist’s own funds unless the Artist previously obtained written approval for such costs from the County.

b. **Schedule**
   i. The Artist shall notify the County of the schedule for the fabrication and installation of the Artwork, including a schedule for the submission of progress reports and inspections, if any. The Schedule may be amended by written agreement. Regular communications between the Artist and a representative of the County are requested.
   ii. A schedule for the payment of budget installments is attached to this Agreement as Exhibit 3.
   iii. A schedule for fabrication and installation shall be attached as Exhibit 5.

1.5 **Fabrication Stage**

a. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the County.

b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the County disapproves. If the Artwork is being constructed on-site, the Artist shall avoid creating nuisance conditions arising out of the Artist’s operations. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the County with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance prior to entering the site.

c. The County shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice. At the County’s request, the Artist
shall provide clear photographic documentation of the progress of fabrication of the Artwork.

d. If the County, upon review of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the County reserves the right to notify the Artist in writing of the deficiencies and that the County intends to withhold the next budget installment.

e. The Artist will promptly cure the County’s objections and will notify the County in writing of completion of the cure. The County shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the County’s determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the County within 10 days of the County’s prior notification to the contrary. The County shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the County.

f. The Artist shall notify the County in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site. The Artist shall also provide the County with clear photographic documentation of the completed Artwork.

g. At the County’s option, the County shall inspect the Artwork within 20 days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Artwork conforms to the Design and to give final approval of the Artwork. The County shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the County does withhold final approval, the County shall submit the reasons for such disapproval in writing within 10 days of examining the fabricated Artwork. The Artist shall then have 60 days from the date of the County’s notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the County. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

h. The County shall promptly notify the Artist of any delays, if such delays are caused by the County, impacting installation of the Artwork. Any additional storage fees incurred as a result of such delays are the responsibility of the County. The Artist shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall notify the County of any adverse site conditions that will impact the installation of the Artwork which are in need of correction.
1.6 Changes to Design

a. Prior to the execution of any change to the approved design, the Artist shall present proposed changes in writing to the County for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design.

b. If the County approves the changes, the County shall promptly notify the Artist in writing. The County will also make the required presentations to the approval bodies.

c. If the County disapproves of the changes, the County shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.

d. The Artist’s fee shall be equitably adjusted for any increase or decrease in the Artist’s cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within 20 days after the date of the revision by the Artist.

1.7 Installation

a. Upon the County’s final approval of the fabricated Artwork, as being in conformity with the Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b). Transportation fees shall be paid by the Artist.

b. The Artist will coordinate closely with the County to ascertain that the Site is prepared to receive the Artwork. The Artist must notify County of any adverse conditions at the Site that would effect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the County to ensure timely coordination with the County’s construction team. Site access procedures will be identified in coordination with the development of the Artwork design and installation schedule. The Artist may not install the Artwork until authorized to do so by the County.

c. The Artist and any assistants or installation sub-contractors shall, at the discretion of the County, participate in track safety training classes for the
purposes of accessing the County rail right-of-way. The Artist shall supervise the installation of the Artwork.

d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the County for purposes of Article 4 and Article 6 of this Agreement.

e. Upon installation of the Artwork, the Artist shall provide the County with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. The Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The County is responsible for the proper care and maintenance of the Artwork after written acceptance of the installation.

1.8 Approval and Acceptance

a. The Artist shall notify the County in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.

b. The County shall promptly notify the Artist of its final acceptance of the Artwork within 10 days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the County submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the County acknowledges completion of the Artwork in substantial conformity with the Design, and that the County confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.

c. If the County disputes that all the services have been performed, the County shall notify the Artist in writing of those services the Artist has failed to perform within 10 days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the County.

d. If the Artist disputes the County’s determination that not all services have been performed, the Artist shall submit reasons in writing to the County within 30 days of the County’s prior notification to the contrary. The County shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the County.

e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the County shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).
f. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the County and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork. The County shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 2 Taxes

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement, shall be paid by the Artist in a timely fashion. The County shall report payments made to the Artist annually to the Internal Revenue Service in a 1099 statement.

Article 3 Term of Agreement

a. Duration

This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the County under Section 1.8(b), or submission of final payment to the Artist by the County under Exhibit 3, whichever is later (with the exception of the warrantees of Article 5 and the right to audit of Article 17 which shall survive the termination of this Agreement). Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule under section 1.4(b)(i).

b. Force Majeure

The County shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist’s control render timely performance of the Artist’s services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party’s reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4 Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the County’s final acceptance of the Artwork under Section 1.8(b). The Artist shall take such
measures as are reasonably necessary to protect the Artwork from loss or damage. The County shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork, by written agreement of the County, is in the custody, control or supervision of the County or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

Article 5 Artist’s Representations and Warranties

5.1 Warranties of Title

The Artist represents and warrants that:

a. The Artwork is solely the result of the artistic effort of the Artist.
b. Except as otherwise disclosed in writing to the County, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person.
c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
e. The Artwork is free and clear of any liens from any source whatsoever.
f. All Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
i. These representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

a. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for two years after the date of final acceptance by the County under Section 1.8(b).
b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the
maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).

d. If within two years the County observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Artist shall, at the request of the County, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the County. The County shall give notice to the Artist of such breach with reasonable promptness.

e. If within two years the County observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the County for damages, expenses and loss incurred by the County as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the County accepted that it may occur, it shall not be deemed a breach for purposes of this Section 5.2 of this Agreement.

f. If after two years the County observes any breach of warranty described in this Section 5.2 that may be curable by the Artist, the County, at its discretion, has the option to either:
   i. contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime, or
   ii. seek the services of a qualified restorative conservator and maintenance expert.

g. Acceptable Standard of Display. The Artist represents and warrants that:
   i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
   ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
   iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
   iv. Manufacturer’s Warranties. To the extent the Artwork incorporates products covered by a manufacturer’s warranty, the Artist shall provide copies of such warranties to the County. The foregoing warranties are conditional, and shall be voided by the failure of the County to maintain the Artwork in accordance with the Artist’s specifications and the applicable conservation standards. If the County fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist’s creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork’s condition is satisfactorily repaired.
Article 6  Insurance

6.1 General

a. The Artist acknowledges that until final acceptance of the Artwork by the County under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.

b. Terms for the procurement and duration of insurance are provided in Exhibit 4.

c. Required insurance policies are described in Exhibit 4.

6.2 Indemnity

The Artist shall indemnify, protect, defend and hold harmless the County and its subdivisions, officials, employees and agents (each a “Covered Person”) from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively, “Losses”) arising from, in connection with, or caused by:

a. any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist; or

b. any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by the Artist. Notwithstanding the foregoing, the Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by the Artist. The Artist acknowledges and agrees that its obligation to defend in this Section:

i. is an immediate obligation, independent of its other obligations hereunder;

ii. applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and

iii. arises at and continues after the time the Loss is tendered to the Artist.
Article 7 Ownership and Intellectual Property Rights

7.1 Title

Title to the Artwork shall pass to the County upon the County’s written final acceptance and payment for the Artwork pursuant to Article 1 and Exhibit 6. The Artist shall provide the County with a Transfer of Title in substantially the form attached hereto as Exhibit 6.

7.2 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement shall be retained by the County for possible exhibition and to hold for permanent safekeeping.

7.3 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

7.4 Reproduction Rights

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate two or three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the County. However, nothing shall prevent the Artist from creating future Artworks in the Artist’s manner and style of artistic expression.

b. The Artist grants to the County and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner.

c. All reproductions by the County shall contain a credit to the Artist in substantially the following form: Artist’s name, Artwork title, date of publication.

d. The Artist shall use his/her best efforts in any public showing or resume use of reproductions to give acknowledgment to the County in substantially the following form: “Artwork commissioned by Linn County, Iowa.”

e. The Artist shall, at the Artist’s expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist’s name.

f. If the County wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the
Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

g. Third Party Infringement. The County is not responsible for any third party infringement of the Artist’s copyright and not responsible for protecting the intellectual property rights of the Artist.

Article 8  Artist’s Rights

8.1  General

a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
b. The County agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first consulting with the Artist.
c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the County shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the notice. No provision of this Agreement shall obligate the County to alter or remove any such attributive reference printed or published prior to the County’s receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2  Alterations of Site or Removal of Artwork

a. The County shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The County shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The County shall make a reasonable effort to maintain the integrity of the Artwork.
b. The County agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist. The Artist shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the Artist agree to such removal or relocation, the Artist shall provide the County with written handling instructions. In the event that the Artist is deceased or unable to otherwise give the Artist’s consent, the current owner of the copyright of the Artwork shall not unreasonably withhold permission, keeping in mind the intentions of the Artist at the time of commission and fabrication.
c. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists’ Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement
supersedes that law to the extent that this Agreement is in direct conflict therewith.

**Article 9  Permanent Record**

The County shall maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

**Article 10  Artist as an Independent Contractor**

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the County. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the County with the power to bind in any manner. The Artist shall provide the County with the Artist’s Tax Identification Number and any proof of such number as requested by the County.

**Article 11  Nondiscrimination**

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

**Article 12  Assignment of Artwork**

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the County. The County shall have the right to assign or transfer any and all of the County's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

**Article 13  Termination**

a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party’s reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than 15 days prior to the effective date of termination.
b. The County may terminate this Agreement without cause upon 15 days written notice to the Artist. The County shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3 of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit 3 with allowance for lost opportunities, unless the parties come to a settlement otherwise.

c. If either Party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have 30 days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

d. If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the County all funds provided by the County in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The County shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.

e. If the County defaults, the County shall promptly compensate the Artist for all services performed by the Artist prior to termination. The County shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date with reasonable allowance for lost opportunities. The Artist shall retain possession and title to the studies, drawings, designs, maquettes and/or models already prepared and submitted or prepared for submission to the County by the Artist under this Agreement prior to the date of termination.

f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

**Article 14 Death or Incapacity**

If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Article 13. However, nothing in
this Article shall obligate the County to accept the Artwork. In the event of death of the Artist, this Agreement shall terminate effective the date of death.

**Article 15  Notices and Documents**

Notices required under this Agreement shall be delivered personally or through certified mail, return receipt requested, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the County:  
Chair, Linn County Board of Supervisors  
935 Second Street SW  
Cedar Rapids, IA 52404

For the Artist:  
Madeline Wiener  
816 Acoma Street, #1006  
Denver, CO 80204

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

**Article 16  Waiver**

The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

**Article 17  Audit**

The County shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes for a period of 3 years from the date of acceptance or the date final payment is made. Those records subject to an audit shall be maintained until the audit is resolved, even if this period extends beyond the 3 years stated. All records shall be made available for inspection or audit, at any time during regular business hours, upon written request by the County’s Attorney or designated representative. Copies of such documents shall be provided to the County for inspection when it is practical to do so. Access to such records and documents shall also be granted to any Party authorized by the Artist, the Artist’s representatives, or the Artist’s successors-in-interest. The County will comply with any open records law applicable to these records.
Article 18  Conflict of Interest

The Artist and the County shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19  Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 20  Conflicts of Law

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Iowa, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 21  Choice of Law

This contract shall be governed by the laws of the State of Iowa both as to interpretation and performance.

Article 23  Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations
between the Parties prior to the execution of this Agreement shall affect or modify any
of the terms or obligations.

ARTIST

By: ___________________________ Date: ________________

LINN COUNTY, IOWA

By: ___________________________ Date: ________________

Ben Rogers, Chair
Linn County Board of Supervisors
Exhibit 1

Description of the Artwork

[This exhibit will provide a detailed narrative describing the proposed artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork.]
Exhibit 2
Artwork Budget

[The estimated budget for the proposed artwork will be inserted here.]
Payment Schedule

The County shall pay the Artist a fixed fee of One Hundred Forty-Five Thousand Dollars ($145,000), which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

a. $36,250 (25%) upon the execution of this Agreement, recognizing that the Artist will invest time and expense in preparing the Design as set forth under Section 1.3;

b. $65,250 (45%) within 30 days after the Artist notifies the County that the Artwork fabrication is 50% complete and provides photographic or other reasonable documentation as requested by the County;

c. $29,000 (20%) within 30 days after the Artist notifies the County that the Artwork is fabricated and ready for delivery and installation at the Site as set forth under Section 1.5(f);

d. $14,500 (10%) within 30 days after final acceptance of the Artwork by the County as set forth under Section 1.8(e).
Exhibit 4

Insurance

The Artist, at his/her own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from the Artist’s obligations and activities:

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all of the Artist’s employees carrying out their work.

2. **General Liability Insurance** with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.

3. **Automobile Liability Insurance** with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage without sub-limits or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the Artist or its employees.

**Subcontractors.** In the case of any work sublet, the Artist shall require subcontractors and independent contractors working under the direction of either the Artist or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Artist.

**Qualifying Insurance.** Policies shall be issued by insurers who are authorized to do business in the State of Iowa. All policies shall be occurrence form and not claims made form. The Artist shall be responsible for deductibles and self-insured retentions in the Artist’s insurance policies.

**Additional Insured.** The County, its officers and employees shall be named as additional insured on the Artist’s, subcontractor’s, and independent contractor’s liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance.

**Certificate of Insurance Requirements**

1. “Linn County, its officers and employees” shall be designated as additional insured's.

2. The minimum liability limits required by the County are $1,000,000. This must be occurrence form liability coverage.

3. The following address must appear in the Certificate Holder section: Linn County and its employees, 935 2nd Street SW, Cedar Rapids, IA 52404.

4. Certificate of Insurance must be provided to the County prior to starting the project. Certificates may be sent by email, fax, mail, or delivery.
5. The Artist shall provide the County with a renewal certificate of insurance 20 days prior to policy expiration dates.
Exhibit 5
Fabrication and Installation Schedule
STATE OF IOWA
COUNTY OF LINN

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to Linn County, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of Linn County, Iowa and as described therein.

Title: _______________________________________.
Location: _______________________________________.

IN WITNESS WHEREOF, the Artist has executed this written transfer of title on this the ____ day of _______________., 20___.

__________________________________________
ARTIST
__________________________________________
__________________________________________
ADDRESS
SOC. SEC. NO. ____________________________

__________________________________________
WITNESS
Sworn to and subscribed before me this ____ day
of ____________, 20___.

__________________________________________
NOTARY PUBLIC

My Commission Expires: (NOTARY SEAL)
AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

THIS AGREEMENT is entered into this ___ day of ____________, 2020, by and between Linn County (hereinafter “the County”), with offices at 935 Second Street SW, Cedar Rapids, IA 52404 and GoodSpace Murals (hereinafter “the Artist”), 2637 27th Avenue So., #7, Minneapolis, MN 55406.

WHEREAS, the County has implemented a Public Art Policy by allocating 1% of Capital Project Funding for the establishment and display of artwork in public places; and

WHEREAS, authority lies with the County to make payments for the acquisition, design execution, fabrication, transportation, and/or installation of artworks; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist was selected by the County through an invitational competition adopted by the County to design, execute, fabricate and/or install the Artwork, as shall be described in Exhibit 1 in a public space located at 1020 Sixth Street SE, Cedar Rapids, IA 52401 (hereinafter “the Site”); and

WHEREAS, the Artist and the County wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 Scope of Services

1.1 Artist’s Obligations

a. The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the County as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and
safety devices and procedures at the Site, the Artist’s proposal shall be reviewed by the County and its Consultants, as necessary, for approval by the County to ensure compliance with these objectives.

c. The Artist shall prepare the design concept and the corresponding budget described in Section 1.3 of this Agreement. The design concept shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.

d. The Artist shall participate in public information meetings with the general public, attend design and construction coordination meetings with the County, general contractor, architect and other parties, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

e. The Artist shall complete the fabrication of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.

f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist’s expense as may be necessary for the installation and maintenance of the Artwork at the Site.

g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the County. If the Artist does not install the Artwork himself or herself, the Artist shall supervise and approve the installation.

h. The Artist shall provide required insurance in amounts and limits specified in Article 6 and Exhibit 4.

i. The Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.

j. The Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

k. The Artist shall provide photographic documentation of the Artwork.

l. The Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.
1.2 **County’s Obligations**

a. The County shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

b. The County shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by the Artist in order to perform.

c. The County shall be responsible for compliance with applicable laws and regulations with the exception of required licenses, permits and similar authorizations required to be secured by the Artist under Section 1.1(f), and shall explain any limitations imposed by such laws and/or regulations to the Artist.

d. The County shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The Artist and the County will cooperate to determine reasonable costs for those items that the County will be responsible for to prepare the Site for the timely transportation and installation of the Artwork. The County shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing him or her of any delays.

e. The County shall provide and install a plaque on or near the Artwork containing a credit to the Artist substantially in the following form: Artist’s name, Artwork title, date of publication.

f. The County shall not permit any use of the Artist’s name or misuse of the Artwork which would reflect discredit on the Artist’s reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the County’s control.

1.3 **Design**

a. Concept/Schematic
   i. The Artist was selected pursuant to a competition organized for the procurement of an artist to design and fabricate an Artwork suitable for the current project. A preliminary design has been approved as part of the County’s selection process.
   ii. The Artist shall examine, research and consider the Site and surrounding area. The Artist shall also discuss with the County the most appropriate method
to inform the content of the Design. If applicable, the Artist shall consult with representatives of the community and consider their input and concerns.

iii. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required by the County including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary within a reasonable cost and as required by the County.

iv. The Design must provide sufficient detail to permit the County to assure compliance with applicable local, state or federal laws, ordinances and/or regulations.

v. The Artist shall attach to the Design a detailed budget for the design, fabrication and installation of the Artwork, including costs for Site preparation, as described in Section 1.4(a) of this Agreement.

vi. The Artist shall provide a recommendation on the maintenance of the Artwork.

d. Final Design/Construction Documents

i. The Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration and maintenance of the Artwork, as well as any third party subcontractors needed to work on the project.

ii. Where appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the state of the Artwork’s installation and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the County with such certification, signed and stamped by the licensed engineer.

The Artist shall present the Final Design to a qualified conservator, designated by the County at no cost to the Artist, who will make recommendations on the maintenance of the Artwork. The Artist shall provide a written copy of the conservator’s recommendations to the County.

iii. The Artist shall provide a detailed narrative Description of the Artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork. The Description of the Artwork shall be attached and made a part of this Agreement hereto as Exhibit 1.
1.4 Budget, Payment Schedule, Construction Schedule and Progress Reports

a. Budget
   i. The Artist shall prepare a budget, which shall include all goods, services and materials, with such costs itemized. The Budget shall be attached and made a part of this Agreement, hereto as Exhibit 2.
   ii. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
   iii. The Artist shall keep a log of the Artist’s project hours and shall retain all original receipts pertaining directly to the project.
   iv. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist’s own funds unless the Artist previously obtained written approval for such costs from the County.

b. Schedule
   i. The Artist shall notify the County of the schedule for the fabrication and installation of the Artwork, including a schedule for the submission of progress reports and inspections, if any. The Schedule may be amended by written agreement. Regular communications between the Artist and a representative of the County are requested.
   ii. A schedule for the payment of budget installments is attached to this Agreement as Exhibit 3.
   iii. A schedule for fabrication and installation shall be attached as Exhibit 5.

1.5 Fabrication Stage

a. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the County.

b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the County disapproves. If the Artwork is being constructed on-site, the Artist shall avoid creating nuisance conditions arising out of the Artist’s operations. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the County with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance prior to entering the site.

c. The County shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice. At the County’s request, the Artist
shall provide clear photographic documentation of the progress of fabrication of the Artwork.

d. If the County, upon review of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the County reserves the right to notify the Artist in writing of the deficiencies and that the County intends to withhold the next budget installment.

e. The Artist will promptly cure the County’s objections and will notify the County in writing of completion of the cure. The County shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the County’s determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the County within 10 days of the County’s prior notification to the contrary. The County shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the County.

f. The Artist shall notify the County in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site. The Artist shall also provide the County with clear photographic documentation of the completed Artwork.

g. At the County’s option, the County shall inspect the Artwork within 20 days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Artwork conforms to the Design and to give final approval of the Artwork. The County shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the County does withhold final approval, the County shall submit the reasons for such disapproval in writing within 10 days of examining the fabricated Artwork. The Artist shall then have 60 days from the date of the County’s notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the County. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

h. The County shall promptly notify the Artist of any delays, if such delays are caused by the County, impacting installation of the Artwork. Any additional storage fees incurred as a result of such delays are the responsibility of the County. The Artist shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall notify the County of any adverse site conditions that will impact the installation of the Artwork which are in need of correction.
1.6 Changes to Design

a. Prior to the execution of any change to the approved design, the Artist shall present proposed changes in writing to the County for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design.

b. If the County approves the changes, the County shall promptly notify the Artist in writing. The County will also make the required presentations to the approval bodies.

c. If the County disapproves of the changes, the County shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.

d. The Artist’s fee shall be equitably adjusted for any increase or decrease in the Artist’s cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within 20 days after the date of the revision by the Artist.

1.7 Installation

a. Upon the County’s final approval of the fabricated Artwork, as being in conformity with the Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b). Transportation fees shall be paid by the Artist.

b. The Artist will coordinate closely with the County to ascertain that the Site is prepared to receive the Artwork. The Artist must notify County of any adverse conditions at the Site that would effect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the County to ensure timely coordination with the County’s construction team. Site access procedures will be identified in coordination with the development of the Artwork design and installation schedule. The Artist may not install the Artwork until authorized to do so by the County.

c. The Artist and any assistants or installation sub-contractors shall, at the discretion of the County, participate in track safety training classes for the
purposes of accessing the County rail right-of-way. The Artist shall supervise the installation of the Artwork.

d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the County for purposes of Article 4 and Article 6 of this Agreement.

e. Upon installation of the Artwork, the Artist shall provide the County with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. The Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The County is responsible for the proper care and maintenance of the Artwork after written acceptance of the installation.

1.8 Approval and Acceptance

a. The Artist shall notify the County in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.

b. The County shall promptly notify the Artist of its final acceptance of the Artwork within 10 days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the County submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the County acknowledges completion of the Artwork in substantial conformity with the Design, and that the County confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.

c. If the County disputes that all the services have been performed, the County shall notify the Artist in writing of those services the Artist has failed to perform within 10 days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the County.

d. If the Artist disputes the County’s determination that not all services have been performed, the Artist shall submit reasons in writing to the County within 30 days of the County’s prior notification to the contrary. The County shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the County.

e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the County shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).
f. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the County and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork. The County shall be solely responsible for coordinating public information materials and activities related to public presentations.

**Article 2 Taxes**

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement, shall be paid by the Artist in a timely fashion. The County shall report payments made to the Artist annually to the Internal Revenue Service in a 1099 statement.

**Article 3 Term of Agreement**

a. **Duration**

This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the County under Section 1.8(b), or submission of final payment to the Artist by the County under Exhibit 3, whichever is later (with the exception of the warrantees of Article 5 and the right to audit of Article 17 which shall survive the termination of this Agreement). Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule under section 1.4(b)(i).

b. **Force Majeure**

The County shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist’s control render timely performance of the Artist’s services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party’s reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.
Article 4  Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the County’s final acceptance of the Artwork under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The County shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork, by written agreement of the County, is in the custody, control or supervision of the County or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

Article 5 Artist’s Representations and Warranties

5.1 Warranties of Title

The Artist represents and warrants that:

a. The Artwork is solely the result of the artistic effort of the Artist.
b. Except as otherwise disclosed in writing to the County, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person.
c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
e. The Artwork is free and clear of any liens from any source whatsoever.
f. All Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.

i. These representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

a. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for two years after the date of final acceptance by the County under Section 1.8(b).
b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.

c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).

d. If within two years the County observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Artist shall, at the request of the County, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the County. The County shall give notice to the Artist of such breach with reasonable promptness.

e. If within two years the County observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the County for damages, expenses and loss incurred by the County as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the County accepted that it may occur, it shall not be deemed a breach for purposes of this Section 5.2 of this Agreement.

f. If after two years the County observes any breach of warranty described in this Section 5.2 that may be curable by the Artist, the County, at its discretion, has the option to either:
   i. contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist’s lifetime, or
   ii. seek the services of a qualified restorative conservator and maintenance expert.

g. Acceptable Standard of Display. The Artist represents and warrants that:
   i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
   ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
   iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
   iv. Manufacturer’s Warranties. To the extent the Artwork incorporates products covered by a manufacturer’s warranty, the Artist shall provide copies of such warranties to the County. The foregoing warranties are conditional, and shall be voided by the failure of the County to maintain the Artwork in accordance with the Artist’s specifications and the applicable conservation standards. If the County fails to maintain the Artwork in good condition, the Artist, in addition to
other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist’s creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork’s condition is satisfactorily repaired.

Article 6 Insurance

6.1 General

a. The Artist acknowledges that until final acceptance of the Artwork by the County under Section 1.8(b), any injury to property or persons caused by the Artist’s Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist’s Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist’s Artwork, regardless of where such loss occurs.

b. Terms for the procurement and duration of insurance are provided in Exhibit 4.

c. Required insurance policies are described in Exhibit 4.

6.2 Indemnity

The Artist shall indemnify, protect, defend and hold harmless the County and its subdivisions, officials, employees and agents (each a “Covered Person”) from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively, “Losses”) arising from, in connection with, or caused by:

a. any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist; or

b. any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by the Artist. Notwithstanding the foregoing, the Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by the Artist. The Artist acknowledges and agrees that its obligation to defend in this Section:

i. is an immediate obligation, independent of its other obligations hereunder;

ii. applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and

iii. arises at and continues after the time the Loss is tendered to the Artist.
Article 7 Ownership and Intellectual Property Rights

7.1 Title

Title to the Artwork shall pass to the County upon the County's written final acceptance and payment for the Artwork pursuant to Article 1 and Exhibit 6. The Artist shall provide the County with a Transfer of Title in substantially the form attached hereto as Exhibit 6.

7.2 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement shall be retained by the County for possible exhibition and to hold for permanent safekeeping.

7.3 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

7.4 Reproduction Rights

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate two or three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the County. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

b. The Artist grants to the County and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner.

c. All reproductions by the County shall contain a credit to the Artist in substantially the following form: Artist's name, Artwork title, date of publication.

d. The Artist shall use his/her best efforts in any public showing or resume use of reproductions to give acknowledgment to the County in substantially the following form: “Artwork commissioned by Linn County, Iowa.”

e. The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.

f. If the County wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the
Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

g. Third Party Infringement. The County is not responsible for any third party infringement of the Artist’s copyright and not responsible for protecting the intellectual property rights of the Artist.

Article 8  Artist’s Rights

8.1 General

a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
b. The County agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first consulting with the Artist.
c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the County shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the notice. No provision of this Agreement shall obligate the County to alter or remove any such attributive reference printed or published prior to the County’s receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2 Alterations of Site or Removal of Artwork

a. The County shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The County shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The County shall make a reasonable effort to maintain the integrity of the Artwork.
b. The County agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist. The Artist shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the Artist agree to such removal or relocation, the Artist shall provide the County with written handling instructions. In the event that the Artist is deceased or unable to otherwise give the Artist’s consent, the current owner of the copyright of the Artwork shall not unreasonably withhold permission, keeping in mind the intentions of the Artist at the time of commission and fabrication.
c. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists’ Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement
supersedes that law to the extent that this Agreement is in direct conflict therewith.

**Article 9   Permanent Record**

The County shall maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

**Article 10   Artist as an Independent Contractor**

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the County. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the County with the power to bind in any manner. The Artist shall provide the County with the Artist’s Tax Identification Number and any proof of such number as requested by the County.

**Article 11   Nondiscrimination**

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

**Article 12   Assignment of Artwork**

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the County. The County shall have the right to assign or transfer any and all of the County’s rights and obligations under this Agreement, subject to the Artist’s consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

**Article 13   Termination**

a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party’s reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than 15 days prior to the effective date of termination.
b. The County may terminate this Agreement without cause upon 15 days written notice to the Artist. The County shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3 of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit 3 with allowance for lost opportunities, unless the parties come to a settlement otherwise.

c. If either Party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have 30 days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

d. If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the County all funds provided by the County in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The County shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.

e. If the County defaults, the County shall promptly compensate the Artist for all services performed by the Artist prior to termination. The County shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date with reasonable allowance for lost opportunities. The Artist shall retain possession and title to the studies, drawings, designs, maquettes and/or models already prepared and submitted or prepared for submission to the County by the Artist under this Agreement prior to the date of termination.

f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

**Article 14 Death or Incapacity**

If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Article 13. However, nothing in
this Article shall obligate the County to accept the Artwork. In the event of death of the Artist, this Agreement shall terminate effective the date of death.

**Article 15   Notices and Documents**

Notices required under this Agreement shall be delivered personally or through certified mail, return receipt requested, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the County:  
Chair, Linn County Board of Supervisors  
935 Second Street SW  
Cedar Rapids, IA 52404

For the Artist:  
GoodSpace Murals  
2637 27th Avenue So., Suite 7  
Minneapolis, MN 55406

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

**Article 16   Waiver**

The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

**Article 17   Audit**

The County shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes for a period of 3 years from the date of acceptance or the date final payment is made. Those records subject to an audit shall be maintained until the audit is resolved, even if this period extends beyond the 3 years stated. All records shall be made available for inspection or audit, at any time during regular business hours, upon written request by the County’s Attorney or designated representative. Copies of such documents shall be provided to the County for inspection when it is practical to do so. Access to such records and documents shall also be granted to any Party authorized by the Artist, the Artist’s representatives, or the Artist’s successors-in-interest. The County will comply with any open records law applicable to these records.
Article 18  Conflict of Interest

The Artist and the County shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19  Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 20  Conflicts of Law

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Iowa, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 21  Choice of Law

This contract shall be governed by the laws of the State of Iowa both as to interpretation and performance.

Article 22  Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations
between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

ARTIST

By: ___________________________  Date: _________________

LINN COUNTY, IOWA

By: ___________________________  Date: _________________

Ben Rogers, Chair
Linn County Board of Supervisors
Exhibit 1

Description of the Artwork

[This exhibit will provide a detailed narrative describing the proposed artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork.]
Exhibit 2
Artwork Budget

[The estimated budget for the proposed artwork will be inserted here.]
Exhibit 3
Payment Schedule

Payment Schedule

The County shall pay the Artist a fixed fee of Fifty Thousand Dollars ($50,000), which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

a. $12,500 (25%) upon the execution of this Agreement, recognizing that the Artist will invest time and expense in preparing the Design as set forth under Section 1.3;

b. $22,500 (45%) within 30 days after the Artist notifies the County that the Artwork fabrication is 50% complete and provides photographic or other reasonable documentation as requested by the County;

c. $10,000 (20%) within 30 days after the Artist notifies the County that the Artwork is fabricated and ready for delivery and installation at the Site as set forth under Section 1.5(f);

d. $5,000 (10%) within 30 days after final acceptance of the Artwork by the County as set forth under Section 1.8(e).
Exhibit 4
Insurance

The Artist, at his/her own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from the Artist’s obligations and activities:

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all of the Artist’s employees carrying out their work.

2. **General Liability Insurance** with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.

3. **Automobile Liability Insurance** with *either* a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage without sub-limits or *split* limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the Artist or its employees.

**Subcontractors.** In the case of any work sublet, the Artist shall require subcontractors and independent contractors working under the direction of either the Artist or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Artist.

**Qualifying Insurance.** Policies shall be issued by insurers who are authorized to do business in the State of Iowa. All policies shall be occurrence form and not claims made form. The Artist shall be responsible for deductibles and self-insured retentions in the Artist’s insurance policies.

**Additional Insured.** The County, its officers and employees shall be named as additional insured on the Artist’s, subcontractor’s, and independent contractor’s liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance.

**Certificate of Insurance Requirements**

1. “Linn County, its officers and employees” shall be designated as additional insured's.

2. The minimum liability limits required by the County are $1,000,000. This must be occurrence form liability coverage.

3. The following address must appear in the Certificate Holder section: Linn County and its employees, 935 2nd Street SW, Cedar Rapids, IA 52404.

4. Certificate of Insurance must be provided to the County prior to starting the project. Certificates may be sent by email, fax, mail, or delivery.
5. The Artist shall provide the County with a renewal certificate of insurance 20 days prior to policy expiration dates.
Exhibit 5
Fabrication and Installation Schedule
Exhibit 6
Transfer of Title

STATE OF IOWA
COUNTY OF LINN

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to Linn County, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of Linn County, Iowa and as described therein.

Title: ___________________________________.
Location: ___________________________________.

IN WITNESS WHEREOF, the Artist has executed this written transfer of title on this the ____ day of _________________, 20___.

________________________
ARTIST
________________________
ADDRESS
SOC. SEC. NO. ____________________________

________________________
WITNESS
Sworn to and subscribed before me this ____ day of ______________, 20___.

________________________
NOTARY PUBLIC
My Commission Expires: (NOTARY SEAL)
Contract for Temporary Security Officer Services in Response to COVID-19 Pandemic

This Contract is made this 15th day of July, 2020 by and between Per Mar Security and Research Corp., an Iowa corporation ("Per Mar") and Linn County ("Customer") located at 935 2nd Street SW, Cedar Rapids, IA 52404. "Per Mar" and "Customer" may be referred to herein collectively as the "Parties" or individually as "Party" for Temporary Security Officer services at Customer's facility under the following terms and conditions:

WHEREAS, Customer desires to hire Per Mar for Temporary Security Officer services at the Customer’s facility in response to the COVID-19 pandemic;

NOW, THEREFORE, for the consideration provided herein, the sufficiency of which is hereby acknowledged, Per Mar and Customer agree as follows:

1. **Scope of Work.** Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the protected property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time. Refer to “Exhibit 1” for a non-definitive list of duties.

2. **Direct Supervision.** Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.

3. **Qualified Employees.** Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client’s opinion, has displayed unacceptable conduct, as quickly as a qualified replacement is available.

4. **Employees of Per Mar.** All personnel required for the performance of this agreement shall be employees of Per Mar, and Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker’s compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.

5. **Rates and Hours of Service.** Customer will pay Per Mar $29.50 per hour. Hours of service will be as mutually decided. Monday Through Friday at three Linn County locations. Start date and duration TBD. Per Mar will need two weeks notice at minimum to secure staff. Failure to provide this notice may result in delayed coverage.

6. **Payment Terms.** Per Mar’s invoices are payable within fifteen (15) days, without deduction or offset of any kind or nature whatsoever. Per Mar shall invoice Customer for services weekly. Client agrees to pay Per Mar interest at one and one-half percent (1 1/2%) per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this, the costs, including attorney’s fees, will be paid by the Customer.

7. **Term.** This Contract shall remain in force until and unless canceled by either party upon the provision of 7 days written notice by the Party seeking to cancel the Contract to the other Party.
8. **Integration.** This Contract is intended by the Parties as an expression of their agreement and as a complete and integrated statement pursuant to the terms and conditions contained herein. Notwithstanding any other contract, agreement, policy, rule, or instruction, written or otherwise, between the Parties, the terms and conditions contained in this Contract shall govern any possible contradictory term or condition or understanding between the Parties with respect to the subject matter herein.

9. **Defense and Indemnity.**
   a) Customer shall indemnify, protect and save Per Mar, its affiliated companies, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and their assigns (individually and/or collectively "Indemnified Parties") harmless from and against any and all liability, claims, actions, lawsuits, administrative actions and charges, loss, damage, cost and expenses, including reasonable attorney fees, which the Indemnified Parties may incur as a result or in connection with or arising out of this Contract together with but not limited to Per Mar’s performance of Temporary Security Officer services at Customer’s facility(ies), and this indemnity shall include expressly, but not be limited to, any claims that Per Mar or the Indemnified Parties is/are a “joint employer” with Customer or any other third party for purposes of any state or federal statute, and any claim or liability, including tort claims, from any employee of the Customer or other third party.
   
b) Except as provided for in Paragraph 6 c), the Parties expressly intend for the indemnity obligation provided herein to apply for any event or activity occurring or arising out of Per Mar’s provision of the services described herein regardless of when the claim, action, loss, damage, cost or expense may be brought or occur.
   
c) Notwithstanding anything herein to the contrary, Customer shall not indemnify, protect and save Per Mar or the Indemnified Parties harmless from any liability, claim, action, loss, damage, costs or expenses, including reasonable attorney fees, which may be incurred by Per Mar or Indemnified Parties as a result of Per Mar’s or Indemnified Parties intentional or willful misconduct as determined by a court of competent jurisdiction.
   
d) In the event Per Mar or the Indemnified Parties receives a claim or is notified in writing of a potential claim, Per Mar or the Indemnified Parties shall notify Customer and tender such claim to Customer within seventy two (72) hours of Per Mar’s or Indemnified Parties’ receipt or first knowledge of a claim or a potential claim. Customer then shall have the obligation to defend Per Mar and the Indemnified Parties through counsel acceptable to Per Mar and the Indemnified Parties.
   
e) This indemnity obligation of Customer shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Parties hereto.

10. **Insurance.** Prior to Per Mar’s performance of any obligation or duty under this Contract, Customer must provide to Per Mar certificates of insurance showing that Customer has insurance coverage for itself and its employees, agents, and subcontractors. Customer’s insurance must provide adequate coverage for any worker’s compensation obligations and/or employer’s liability, with a limit of at least $100,000.00. Customer’s commercial general liability policy must name Per Mar as an additional insured on a primary and non-contributory basis. Customer’s commercial general liability policy must have a per-occurrence limit of at least $1,000,000.00 and an aggregate limit of at least $2,000,000.00. Coverage must be afforded to Per Mar as an additional insured whether or not a claim is in litigation. Each certificate of insurance must provide that Customer’s insurer must give to Per Mar written notice of cancellation and/or termination of Per Mar’s coverage at least 30 days prior thereto. At least one week prior to the expiration, cancellation or termination of any insurance policy required by this Contract, Customer must give to Per Mar new or replacement certificates of insurance and additional insured endorsements.

11. **Choice of Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Iowa without regard to its choice of law principles.

Per Mar Security and Research Corp.

By:________________________________________

Name: Justin Ellyson

Title: Operations Manager

Date: ________________________________

Linn County

By:________________________________________

Name:_____________________________________

Title:_____________________________________

Date: ________________________________
The following is a representative, non-definitive list of duties Per Mar security officers will perform under the Scope of Work section of the Contract for Temporary Security Officer Services in Response to COVID-19 Pandemic by and between Per Mar Security and Research Corp. and Linn County, Iowa. The duties include, but are not limited to:

- Monitor designated building entrances to prevent unapproved entry into buildings.
- Monitor appointment schedules to prevent unapproved entry into buildings.
- Oversee admission process to prevent unapproved entry into buildings.
- Complete COVID-19 screening off all building visitors (not including employees).
- Ensure compliance with Linn County face covering policy.
- Provide line management/crowd control.
- Provide directions within buildings as requested.
- Perform routine patrols as time allows.
- Report suspicious or disorderly activity to law enforcement.
AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: __________________________ (“Effective date”) between Linn County, Cedar Rapids, Iowa (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owners Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Contract Documents, Project Administration, Pre-bid Meeting, Preconstruction Meeting, Progress Meetings, Weld Observation, Wet Interior, Exterior, and Pit Piping Coating Observation, One (1) Year ROV Warranty on the 60,000 Gallon Cone Roof (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount $48,100.

Proposals / Agreement Signatures

Tim Wilson, Project Manager

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

June 2, 2020

<table>
<thead>
<tr>
<th>CONTRACT APPROVED BY OWNER</th>
<th>POSITION</th>
<th>DATE</th>
</tr>
</thead>
</table>

Co SIGNATURE (if required)

<table>
<thead>
<tr>
<th>POSITION</th>
<th>DATE</th>
</tr>
</thead>
</table>

Project Manager 7/9/2020

<table>
<thead>
<tr>
<th>AGREEMENT APPROVED by DIXON</th>
<th>POSITION</th>
<th>DATE</th>
</tr>
</thead>
</table>

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whim the individual represents.

<table>
<thead>
<tr>
<th>Designated Person: Darrin Gage</th>
<th>Designated Person: Tim Wilson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address for Owner’s receipt of notices:</td>
<td>Address for DIXON’s receipt of notices:</td>
</tr>
<tr>
<td>Linn County</td>
<td>Dixon Engineering, Inc.</td>
</tr>
<tr>
<td>935 Second St. SW</td>
<td>4811 S. 76th St, Suite 109</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52404</td>
<td>Greenfield, WI 53220</td>
</tr>
<tr>
<td>Email: <a href="mailto:darrin.gage@lncounty.org">darrin.gage@lncounty.org</a></td>
<td>Email: <a href="mailto:tim.wilson@dixonengineering.net">tim.wilson@dixonengineering.net</a></td>
</tr>
</tbody>
</table>

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Agreement

Exhibit: A, C, GP, I

Owner: Linn County

Contract No: 15-59-01-01

Page 1 of 20
Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:
   A. Contract and Project Management (Basic)Services: EXHIBIT A Part 1
   B. Resident Project Representative (RPR): EXHIBIT A Part 1
   C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:
   A. Responsibilities set forth in Exhibit A, Part 1, Section C of each phase.
   B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:
   A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
   B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
   1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
   2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
   3. EXHIBIT C, Attachments C-1 and C-2.
   4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
   5. EXHIBIT I, Insurance and Limits of Liability.
B. EXHIBITS to be added as needed:
   1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
   2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
   C. EXHIBITS B, D, F, and H merged with other Exhibits or not used.
ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:
   A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:
   A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:
   A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
   B. Unless expressly provided otherwise in this Agreement:
      1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
      2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:
   A. A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:
   A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON’s Certifications:
   A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:
   A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.
DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties:
DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases; Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON’s Basic Services, RPR Services, and Owner’s responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:
A. Basic Services:
   1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
   2. DIXON shall prepare Technical Specifications and Drawings to include:
      a. Additions to General Conditions of Construction Contract relevant to coating projects.
      b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
      c. Specifications for Coating Repair or Replacement.
   3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
   4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
   5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
   6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
   7. In response to Owner’s comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
   8. DIXON’s services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner’s Responsibility:
   1. Provide DIXON with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints and upon DIXON’s request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
   2. Give instructions to DIXON regarding Owner’s procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner’s construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals, during construction, other information necessary for the finalization of Owner’s bidding-related documents, and Construction Contract Documents.
   3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:
A. Basic Services:
   1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.

3. Prepare and submit to Owner for compliance with local state and municipal requirements:
   a. Section 00 00 30 Notice to Bidders.
   b. Section 00 00 40 Project Summary.
   c. Section 00 02 00 Instructions to Bidders.
   d. Section 00 07 00 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
   e. Section 00 08 00 Supplemental Conditions to include insurance requirements furnished by Owner.
   f. Section 00 04 10 Bid/Agreement Form as modified by DIXON.
   g. Section 00 43 73 Schedule of Values Form.

4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.

5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.

6. Direct mail advertisements to Contractors who have been prequalified; as capable and responsive by DIXON.

7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.

8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.

9. Attend and document, pre-bid meeting, if any, and issue Addenda if clarifications required.

10. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.

11. Attend and document bid opening, create bid tabs and notify bidders of results after authorization of Owner.

12. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.

13. If Owner agrees, issue Notice of Award to recommended Bidder.

14. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.

15. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).

16. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.

17. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services—None.

C. Bidding and Contract Documents Phase-Owner Responsibilities
   1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.

   2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend anc participate in the pre-bid conference if any. Provide a place for the bid opening and open the Bids received.

4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner’s insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.

5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner’s representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.

2. All of Owner’s instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.

4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.

5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.

2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.

3. Attend Progress Meetings when needed.

4. Hold Poin: General:
   a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.

5. Hold Poin: Weld/Modifications- Observe, Record, Report, and:
   a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).

6. RPR Services - Full Time: All services are project dependent and not required daily.
   a. Perform services detailed in the EJCDC C-700-18 General Conditions.
   b. Review Contractor’s crew size and equipment for ability to meet specification requirements and time constraints.
   c. Review abrasive and coating materials for approved manufacturers.
   d. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
   e. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards.
   f. Review coating mixing, thinning, and manufacturer’s application requirements.
   g. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point with shading).
   h. Observe wet interior using high/low voltage holiday detection per AWWA D102 latest edition.

Agreement
Exhibit: A, C. GP, I

Owner: Linn County
Contract No: 15-59-01-01

Page 6 of 20
i. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
j. All services are project dependent and not required daily.
k. Collect appropriate samples for pre-disposal laboratory testing.
l. Prepare daily observer reports detailing above mentioned items and daily progress.
m. Prepare punch lists for Project Manager and follow through until punch list specified Work’s completed.

7. Hold Point Project Finalization:
   a. Review all repairs not installed until after coating.
   b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
   c. Observe the installation of screens, light bulbs, etc.
   d. Observe Site for restoration to pre-project conditions.
   e. Formulate a punch list of items to complete.
   f. Create a second punch list if needed before finalization.
   g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

8. Full Time observation involves minimum number of hours in a day and in a week. See Exhibit C for a more thorough review of invoicing and minimal hours for Full Time RPR services.

C. Construction Phase - Owner’s Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:
A. Basic Services:
1. One Year Warranty Observation - ROV and Exterior:
   a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
   b. Observe the exterior coating and quantify damages.
   c. Review all repairs completed during Construction Phase.
   d. Review all exterior appurtenances for damage due to corrosion or construction.
   e. Review exterior of the exposed foundations.
   f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
   g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.

1. Warranty Failure - When observation has determined that warranty requirements were not met, then DIXON will:
   a. Together with Owner, visit the Project to observe any apparent defects in the Work if requested, make recommendations as to replacement or correction of defective Work, or the need to repair any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
b. If warranty repair is required provide letter as notice of rejection to Owner so that they may forward to Bonding Company. Notice of rejection may be all inclusive or limited to specific area.
c. Provide RPR services during any required correction of any work not meeting requirements of one-year warranty observation.
d. Extend contract an additional year and repeat warranty services if repairs warrant a second repair period.

2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this EXHIBIT A, will terminate thirteen months after the commencement of the Construction Contract’s correction period.

B. Post Construction Phase – RPR Services
   1. Detailed above if repairs are needed.

C. Post Construction Phase - Owner’s Responsibilities:
   1. Warranty Observation - ROV Observation:
      a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
      b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES
   A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
      1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.
BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1  BASIS OF FEES

C1.00  Owner’s Responsibility:
   A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to EXHIBIT C. (Exhibit C-1).

C1.01  Basis:
   A. Hourly rates of DIXON’s employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON’s discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
      1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02  Methods of Rate Calculation and Definitions including Limitations:
   A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON’s personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
      1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
      2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
      3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
         a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
         b. The estimator then calculates Reimbursable Expenses based on the same criteria.
         c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
   B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON’s services including labor costs, overhead, and profit, and reimbursable expenses.
   C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
      1. DIXON may use a Lump Sum for the entire project.
D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
   1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
   2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negated Lump Sum or Standard Hourly Rate Method.
   2. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
   3. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant’s or Subcontractor’s actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON’s overhead and profit associated with DIXON’s responsibility for the administration of such services.

E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:
A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.

B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.

C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager’s time associated with them are unknown. Some services are not used on all projects, such as a review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.

D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.

E. Antenna Services are defined in Ex B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:
A. Contracted Fees are detailed in this Exhibit C Attachment 1.
B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off fees are when the Owner has incurred extra charges or engineering costs related to:
   a. Excessive submittal review,
   b. Excessive evaluations of proposed substitutes,
   c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
   d. Work is defective, require correction or replacement including additional inspection costs.

2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C.05 Estimated Fee:
A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.

1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.

3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:
A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule

B. Annual Cost Adjustment – January 1 each year.
   1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable
changes in the compensation payable to DIXON. Proposals sent after August 1st will have
Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same
time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not
required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive
the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:
A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its
standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2.
DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable
within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or
more and combined.
B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON
and then to principal.
C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30
days after receipt of DIXON's invoice, then:
   A. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of
      interest permitted by law, if less) from said 30th day.
   D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner
      shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that
      portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES
C3.00 Selection of Full Time vs. Daily RPR
A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from
   Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:
A. Minimum Hourly and Weekly requirements.
   1. Full Time RPR Services:
      a. Minimum workday - 8 hours.
      b. Minimum 40-hour work week except first and last week. If the Contractor is working
         more than 40 hours then the Observer is also working more than 40 hours, if work being
         completed rises to the level of reporting.
      c. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
         Reimbursable expenses include expenses incurred on dates of no work, mobilization, and
demobilization days.
EXHIBIT C ATTACHMENT C-1: Agreement Between
Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Eight Thousand, One Hundred, $48,100** and summarized as follows:

<table>
<thead>
<tr>
<th>Schedule of Values</th>
<th># of Units</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Basis of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.01-Technical Specifications</td>
<td></td>
<td></td>
<td>$3,725</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>A1.02-Bidding and Contract Documents</td>
<td></td>
<td></td>
<td>$1,000</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>A1.02-Pre-Bid Meeting</td>
<td></td>
<td></td>
<td>$1,000</td>
<td>Unit Price</td>
</tr>
<tr>
<td>A1.03-Preconstruction Meeting</td>
<td></td>
<td></td>
<td>$1,000</td>
<td>Unit Price</td>
</tr>
<tr>
<td>A1.03-Progress Meetings</td>
<td>2</td>
<td>$1,000</td>
<td>$2,000</td>
<td>Unit Price</td>
</tr>
<tr>
<td>A1.03-Other Defined Basic Services: Project Administration</td>
<td></td>
<td></td>
<td>$2,000</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>A1.03-RPR Services Full Time</td>
<td></td>
<td></td>
<td>$29,025</td>
<td>Standard Hourly Rate</td>
</tr>
<tr>
<td>A1.03-RPR Services Weld</td>
<td>4</td>
<td>$1,250</td>
<td>$5,000</td>
<td>Unit Price</td>
</tr>
<tr>
<td>A1.04-Warranty Observation</td>
<td></td>
<td></td>
<td>$3,350</td>
<td>Lump Sum</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$48,100</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.

3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
# STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<table>
<thead>
<tr>
<th>Labor Class</th>
<th>Per Hour</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$255.00</td>
<td>$230.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$153.00</td>
<td>$237.00</td>
</tr>
<tr>
<td>Engineer</td>
<td>$158.00</td>
<td></td>
</tr>
<tr>
<td>CWI Welding RPR</td>
<td>$137.00-$153.00</td>
<td>$206.00-$230.00</td>
</tr>
<tr>
<td>DIXON Level 3 or NACE Certified Level 3 RPR</td>
<td>$107.00-$137.00</td>
<td>$161.00-$206.00</td>
</tr>
<tr>
<td>DIXON Level 2 or NACE Level 2 RPR</td>
<td>$97.00-$122.00</td>
<td>$146.00-$183.00</td>
</tr>
<tr>
<td>DIXON Level 1 or NACE Level 1 RPR</td>
<td>$87.00-$97.00</td>
<td>$131.00-$146.00</td>
</tr>
<tr>
<td>Contract Support Staff</td>
<td>$112.00-$138.00</td>
<td>$168.00-$207.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Metropolitan</th>
<th>Out-State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>$0.70/mile + tolls</td>
<td>$0.60/mile</td>
</tr>
<tr>
<td>Lodging</td>
<td>$155.00 per diem</td>
<td>$145.00 per diem</td>
</tr>
<tr>
<td>Meals</td>
<td>$47.00 per diem</td>
<td>$40.00 per diem</td>
</tr>
</tbody>
</table>

FEES EFFECTIVE THROUGH: December 31, 2020

Revised: 8/6/2019
GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:
A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTACHMENT 1 and 2.
B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:
A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:
A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor’s furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor’s compliance with Laws and Regulations.

F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.

G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.

H. DIXON’s Services and Additional Services do not include: (1) serving as a “municipal advisor” for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:
A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
   1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:
A. Suspension:
   1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
   2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.

B. Termination: The obligation to provide further services under this Agreement may be terminated.
   1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   2. By DIXON:
      a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON’s responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON’s control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
      b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
3. For convenience, by Owner effective upon DIXON’s receipt of notice from Owner.
C. Effective Date of Termination: The terminating party under Paragraph GP 1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
D. Payments Upon Termination:
   1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in EXHIBIT C.
   2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a “suspension.”

GP1.05 Controlling Law and Compliance with Laws and Regulations:
A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor’s or Owner’s safety program that are applicable to DIXON’s performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
C. The following may be the basis for modifications to Owner’s responsibilities or to DIXON’s scope of services, times of performance, or compensation:
   1. Changes after the Effective Date to Laws and Regulations;
   2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures;
D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 “Standard General Conditions of the Construction Contract” (2018 Edition), prepared by the Engineer’s Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner’s.

GP1.06 Dispute Resolution
A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
B. If negotiations fail then Owner and DIXON may proceed mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member’s fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).
C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:
A. Owner represents to DIXON that as of the Effective Date to the best of Owner’s knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings. C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.

C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.

D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.
EXHIBIT I: Agreement Between
Owner and DIXON

INSURANCE AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

11.00 Insurance:
   A. The limits of liability for the insurance required on this project are as follows:
   B. By DIXON:
      1. Workers’ Compensation: ____________________________ Statutory
      2. Employer’s Liability --
         1) Bodily injury, each accident: $1,000,000
         2) Bodily injury by disease, each employee: $1,000,000
         3) Bodily injury/disease, aggregate: $1,000,000
      3. General Liability --
         1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
         2) General Aggregate: $2,000,000
      4. Excess or Umbrella Liability
         1) Per Occurrence: $5,000,000
         2) General Aggregate: $5,000,000
      5. Automobile Liability
         1) Combined Single Limit (Bodily Injury and Property Damage): $1,000,000
      6. Professional Liability --
         1) Each Claim Made: $2,000,000
         2) Annual Aggregate: $2,000,000
   C. Additional Insured’s: The following individuals or entities are to be listed on DIXON’s general liability policies of insurance as additional insured’s: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
   D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers’ compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner’s and DIXON’s interests in the project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
   E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON’s services and at renewals thereafter during the life of this Agreement.
   F. All policies of property insurance relating to the Project, including but not limited to any Builder’s risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any Builder’s risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
   G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
   H. At any time, Owner may request that DIXON or its Consultants, at Owner’s sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in EXHIBIT I. If so, requested by Owner, and if commercially available, DIXON
shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and EXHIBIT I will be supplemented to incorporate this requirement.

I. Definitions:
1. Owner and Party 1 is Owner and Owner’s officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON’s officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

II.01 Limitation of Liability:
A. DIXON’s Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in EXHIBIT I to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON’s insurers in settlement or satisfaction of Owner’s Claims under the terms and conditions of DIXON’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. The naming of Linn County as an additional insured shall not constitute a waiver of the defenses available to Linn County under Section 670.4 of the Code of Iowa.

II.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:
A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

II.03 Percentage Share of Negligence:
A. To the fullest extent permitted by Laws and Regulations, a party’s total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party’s negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
RESOLUTION NO. 2020-07-

RESOLUTION ESTABLISHING A FACE COVERING POLICY FOR PERSONS IN LINN COUNTY-OWNED FACILITIES

WHEREAS, in response to the Novel Coronavirus 2019 (COVID-19) outbreak, Iowa Governor Kim Reynolds issued a Proclamation of Disaster Emergency, the United States Department of Health and Human Services declared a national public health emergency, and President Trump issued a proclamation declaring that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, COVID-19 can spread from person-to-person and poses a possibility of causing severe illness or death; and

WHEREAS, the risk of transmission of COVID-19 may be substantially reduced by community containment strategies, measures, and protocols designed to slow the community spread of COVID-19; and

WHEREAS, Linn County Public Health, the Centers for Disease Control and Prevention, and other public health experts encourage the use of a mask or other face covering for protection in public settings to mitigate the risk of community spread, especially when social distancing measures are difficult to maintain; and

WHEREAS, the Linn County Board of Supervisors implemented Policy COVID-002 regarding the use of face coverings by Linn County employees in Linn County-owned facilities and vehicles to protect public health, and

WHEREAS, the Linn County Board of Supervisors finds that additional measures to protect public health and the life, health, safety, and property of people entering Linn County-owned facilities are in the public interest.

NOW THEREFORE BE IT RESOLVED the Linn County Board of Supervisors approves and adopts the Linn County-Owned Facilities Face Covering Policy, and the requirements included in said policy, attached hereto and made part of this resolution. The policy is effective on July 20, 2020 and remains in effect until repealed or superseded.

PASSED AND APPROVED this 15th day of July 2020.

LINN COUNTY BOARD OF SUPERVISORS

______________________________  ________________________________
Ben Rogers, Chair                Brent Oleson, Vice Chair

______________________________
Stacey Walker, Supervisor

______________________________  AYE:  NAY:  ABSTAIN:

ATTEST:

______________________________
Joel Miller, Linn County Auditor
LINN COUNTY-OWNED FACILITIES FACE COVERING POLICY

1. PURPOSE & OBJECTIVES

The purpose of this policy is to establish guidelines for use of face coverings in Linn County-owned buildings to

- Protect public health and safety by reducing exposure to the COVID-19 virus (virus).
- Help slow the community spread of the virus.
- Help prevent spread of the virus to others by people who are asymptomatic, or who have the virus and do not know it.

2. SCOPE

This policy applies to all Linn County-owned facilities and vehicles.

3. EXCEPTIONS

Facilities and vehicles managed by the Sheriff’s Office, the Juvenile Detention Center, and outdoor facilities operated by Linn County Conservation.

4. DEFINITIONS

Asymptomatic: Showing no signs or symptoms of a particular disease.

Face Covering: Material that securely covers a person’s nose and mouth and remains affixed in place without the use of one’s hands. Examples of face coverings compliant with this policy include cloth masks, paper masks, scarfs, bandanas, neck gaiters, and face shields that cover a person’s mouth and nose.

5. PROVISIONS

A. All persons must wear a face covering when entering and while in publicly accessible areas of a Linn County facility that is subject to the provisions of this policy. This requirement is in effect regardless of any less restrictive State orders or guidance on face coverings.

B. Linn County will provide a disposable paper facemask at no charge to persons who enter a county facility without a face covering.

C. Linn County will provide a reusable face shield at no charge to persons subject to a health condition that prevents the wearing of a facemask. Persons provided with a reusable face shield must leave it at a designated location when leaving the facility. Linn County will sanitize all reusable face shields provided to the public.

D. This policy does not require face coverings to be worn by persons for whom such covering would cause impairment due to an existing health condition and who present medical verification to that effect.
E. Linn County will post signs demonstrating the proper wearing of a face covering at public entrances to Linn County-owned facilities that are subject to the provisions of this policy.

F. Linn County will deny any person who refuses to wear a face covering entrance to Linn County facilities subject to the provisions of this policy.

G. A face covering is not a substitute for other social distancing measures or other preventive actions, which persons should observe to the greatest extent possible.

H. The policy does not modify or amend the provisions of Linn County Policy Employee Face Coverings Policy, Policy Number COVID-002.

I. In the event that any section, provision, term, or requirement of this policy is deemed invalid, illegal, or unenforceable by a controlling Court of Law or by federal, state or local statute, such section, provision, term, or requirement shall be excluded to the extent that it has been deemed invalid, illegal, or unenforceable. All other sections, provisions, terms, and requirements shall remain in full force and effect.