

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

TO: Reigelman, LLC	DATE ISSUED:	January 7, 2020
141 Spencer Street, #402	CONTRACT NO:	20-738-EP
Brooklyn, NY 11205	CONTRACT TITLE:	Jennie Dean Park – Public Artwork

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-738-EP including any attachments or amendments thereto.

EFFECTIVE DATE: January 7, 2020

EXPIRES: December 31, 2021

RENEWALS: N

COMMODITY CODE(S): 90948

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-738-EP

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Mark Reigelman

VENDOR TEL. NO.:

(440) 864-7779

EMAIL ADDRESS: mark@markreigelman.com

COUNTY CONTACT: Deirdre Ehlen

COUNTY TEL. NO.:

(703) 228-3331

COUNTY CONTACT EMAIL: dehlen@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Name: Arlene Palmer **Title:** Buyer **Date:** January 7, 2020

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 20-738-EP

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and **REIGELMAN, LLC, 141 SPENCER STREET #402, BROOKLYN, NY 11205**, a limited liability corporation licensed to do business in the Commonwealth of Virginia ("Contractor") (collectively the "parties").

1. The Contractor agrees to provide the following goods or services:

The Contractor shall develop public artwork ("Artwork") for the renovation of Jennie Dean Park located at 3630 27th S, Arlington, VA 22206 (the "Site") and fabrication and installation of the Artwork at the site as detailed in the Scope of Work attached as Exhibit A.

2. The Contractor understands and agrees that the County will have no obligation to the Contractor if no goods or services are required.

3. The Contractor's provision of these goods or services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County's Arlington Economic Development (AED) Division.

4. The Contractor shall provide the goods or service designated in Exhibit A and any attachments beginning on the date of execution, and unless terminated as provided below, shall continue until December 31, 2021.

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor in accordance with Attachment A, PAYMENT SCHEDULE. Total Contract payments shall not exceed \$190,000.

6. It is understood and agreed by the parties that the Contractor is an independent Contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. This Agreement may be terminated upon written notice to the Contractor fifteen (15) days before the date of termination by the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all Contract goods or services accepted by the County and all materials purchased to produce the artwork prior to such termination notice.

9. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory goods or services, in the reasonable determination of the Project Officer. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective three days after being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods or services, the Contractor shall be entitled to receive compensation only for goods or services accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.

10. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide service which substantially conforms to agreed schedule under this

Agreement shall render this Agreement null and void, and the County will be relieved of all obligations hereunder.

11. The Contractor retains all rights under the Copyright Act of 1976, 17 U.S.C. §101, et seq., including §106A of the Copyright Act of 1976, (The Visual Contractors Rights Act of 1990 ("VARA")) and all other rights in and to this Public Artwork except ownership and possession. The Contractor shall, at the Contractor's sole option and expense, cause to be registered with the United States Register of Copyrights, a copyright of the Artwork in the Contractor's name. Title to the physical work (shall pass to the County upon the County's payment in full.

The County will, as a courtesy, give notice to Contractor when the project is moved, needs to be repaired, and eventually removed from the Project site. Notwithstanding the foregoing, when making repairs, County may not make aesthetic changes, and County will be required to use the same or substantially similar technical process, materials, and colors as the original design, provided that Contractor provides County with any information that County requests in connection with this obligation.

The Contractor grants to the County and its assigns a perpetual and royalty free license to make two-dimensional reproductions of the Artwork for any noncommercial purpose, including but not limited to reproductions used in advertising, brochures, media publicity, catalogs and other similar publications, electronic media and Internet web sites created by or sponsored by County, and to authorize the background or incidental reproduction of the Artwork as part of other works, so long as the following credit is provided, artwork by Mark Reigelman, or as otherwise agreed in advance by Contractor.

12. The Contractor shall provide the insurance coverages below before the start of work and shall provide a certificate of insurance evidencing such coverages.

- Commercial General Liability (CGL) - \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.
- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

13. The Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an Equal Opportunity Employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- d) The Contractor shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order more than \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

14. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

15. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done relating to this Agreement.

16. In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

17. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

18. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.

19. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board for Arlington County for the goods and/or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Agreement, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination specified in the County's written notice.

20. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

21. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

22. The County does not discriminate against faith-based organizations.

23. The Contractor and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all its employees, agents, and subcontractors are informed of, and abide by, this requirement.

24. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

25. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

26. This Agreement shall be governed in all respects by the laws of the

Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

27. The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligent or willful acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this paragraph, the Contractor shall be liable for and reimburse the County for all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Agreement.

28. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

29. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Mark Reigelman
141 Spencer Street, #402
Brooklyn, NY 11205

TO THE COUNTY:

Deirdre Ehlen, Project Officer
Arlington Economic Development
1100 N Glebe Rd, Suite 1500
Arlington, Virginia 22201

AND

Arlene Palmer, Procurement
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

30. The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

31. This Agreement expressly incorporates all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

32. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all its right, title or interest therein, without prior written consent of the County.

33. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. All remedies available to the County under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

35. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MARK REIGELMAN

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: SHARON LEWIS

NAME: MARK A. REIGELMAN II

TITLE: PURCHASING DIVISION CHIEF

TITLE: ARTIST/OWNER REIGELMAN, LLC

DATE: 1-7-2020

DATE: JANUARY 6, 2020

AGREEMENT No. 20-738-EP

Attachment A
PAYMENT
SCHEDULE

The Contractor's total fee for the Artwork is \$190,000.00 and is all-inclusive, covering all aspects of this Contract, including meeting/work time, project-related travel expenses, materials, and coordination. The fee includes, but is not limited to, the following costs: labor of employees; subcontractor costs; materials; communication and other indirect costs; and travel expenses of the Contractor for site visits, research, and any visits to Arlington County, to meet with County staff and/or members of the public as required by the County pursuant to this Contract, as well as any and all costs, fees and taxes related to shipping, delivery, or installation of the Artwork.

Lump sum payments will be made upon reaching the following milestones:

MILESTONE/ACTIVITY	PAYMENT
Execution of Contract	\$20,000.00
- Presentation and Acceptance of Concept Design/s Contractor presents Concept Design/s to the Art Advisory Panel	\$40,000.00
Engineered Drawings - Contractor provides Stamped Engineered Drawings of the Artwork to be reviewed by the County	\$95,000.00
Fabrication - Contractor completes fabrication of the Artwork and submits photographic documentation to the County	\$30,000.00
Installation - Contractor installs the Artwork on site <u>and</u> -County issues a written Final Acceptance of the installation <u>and</u> -Delivery of executed Transfer of Title, final documentation and maintenance manual	\$5,000.00
TOTAL PAYMENTS	\$190,000.00

AGREEMENT No. 20-738-EP

Attachment B
TRANSFER OF TITLE
AND BILL OF SALE

STATE OF _____

CITY / COUNTY OF _____

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Mark Reigelman, located at the street address stated below, does hereby sell, transfer and convey to the County Board of Arlington County, Virginia, its assigns and successors, all right, title and interest, with general warranty, in the ownership of the Artwork commissioned by Agreement No. 20-738-EP executed on _____.

Artwork Title: _____

Artwork Location: 3630 27th St S, Arlington, VA 22206

IN WITNESS WHEREOF, Mark Reigelman has executed this Transfer of Title and Bill of Sale on this the _____ day of _____, 20____.

Contractor's Signature

Contractor's Address

Sworn to and subscribed before me this ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____
(NOTARY SEAL)

EXHIBIT A
SCOPE OF WORK

A. GENERAL

1. The Contractor shall provide the design, fabrication and installation services, and shall coordinate all aspects of the Work with the County.
2. The Contractor shall perform all services and furnish all supplies, materials and/or equipment for the design, fabrication and installation of the Artwork at the Site.
3. The Contractor shall review construction documents at each stage of the development to ensure that all elements necessary to install the Artwork are included.
4. The County has entered into this Contract as a purchaser of Artwork and not in its general capacity as a governing body. The County's entry into this Contract does not constitute any form of governmental approval that may be required of the Contractor by law. The Contractor shall apply for and secure from the County the required permit or permits for the installation and maintenance of the Artwork at the Site. The County will pay the permitting fees.

B. SCHEDULE

1. The Contractor shall follow a design, fabrication and installation schedule that it will develop in cooperation with the County. The schedule shall coordinate the construction activities for the Project and the design, fabrication and installation of the Artwork.
2. The Contractor's schedule shall consider the activities as denoted in Attachment A, PAYMENT SCHEDULE, as schedule milestones.
3. The Contractor shall confer every thirty (30) days, or as needed, with the County to ensure that the fabrication and installation schedule of the Artwork corresponds and is compatible with the Jennie Dean Park construction schedule. The Contractor must have approval of the County to adjust the fabrication and installation schedule of the Artwork, in the event the construction schedule changes.

C. MEETINGS

Throughout all phases of the design, fabrication and installation of the Artwork, the

Contractor shall meet in person or via conference call, at the County's reasonable request, to communicate about the execution of the Artwork, and appropriate integration and/or installation of the Artwork at the Site. The project budget allows for four in-person meetings and regular conference calls as required by project.

Meetings may be combined to expedite transfer of information and shall include, at a minimum:

1. Design meetings, project status reviews and construction progress meetings for each phase of the design, fabrication and installation, as required by the County.
2. Meetings with project stakeholders.
3. Community engagement meetings with the general public to provide updates on the progress and direction of the design.
4. Emergency field meetings, which the Contractor may be required to attend in person to resolve urgent problems. If the four budgeted trips have been exhausted, the County will fund the Contractor's attendance as an addition to the agreed project budget pursuant to a contract amendment.

D. PRINCIPAL RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor shall design, execute, fabricate, install and document the Artwork at Jennie Dean Park located at 3630 27th St S, Arlington, VA 22206.
2. The Contractor shall provide the following during and through the design process: schematic design proposal, design development; and a construction, fabrication and installation schedule. The schedule will be subject to the approval of the County's Project Officer and must be consistent with the activities set forth in Exhibit A and must incorporate those activities as milestones.
3. The Contractor shall ensure that the Artwork meets all ADA requirements and will work with the County to ensure that the Artwork is designed in a manner that is consistent with Crime Prevention Through Environmental Design (CPTED) principles.
4. The Contractor shall perform all services and furnish all supplies, materials and/or equipment for the design and fabrication of the Artwork and installation thereof at the Site in accordance with the schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions of this Agreement.

5. After design approval and before fabrication, the Contractor shall produce to the County complete draft construction documents and specifications for the Artwork produced by a Virginia licensed engineer. The drawings must be reviewed and approved by the County prior to fabrication for the finalization of construction documents.
6. The Artwork, as installed, shall not interfere with the intended function of the Site, pedestrian and other traffic flow, parking, and/or safety devices and procedures at the Site.
7. The Contractor shall develop a written community engagement plan that includes attending community engagement meetings with the general public and County staff as needed. These meetings are included in the four budgeted in-person meetings detailed above.
8. The Contractor shall attend design and construction coordination meetings with County staff and other parties, as the County determines is appropriate, to communicate about the execution and fabrication of the Artwork, and appropriate integration and/or installation of the Artwork at the Site.
9. The Contractor shall arrange for the transportation and installation of the Artwork in consultation with the County. If the Contractor does not install the Artwork himself, the Contractor shall supervise and approve the installation.
10. The Contractor shall provide to the County a list of all subcontractors that the Contractor will be utilizing in performing the Artwork, along with a copy of the written agreement between the Contractor and each subcontractor.
11. The Contractor shall provide to the County a maintenance manual with a description of all materials and products used in the artwork and the recommended care and upkeep for the Artwork.
12. The Contractor shall provide photographic documentation of the Artwork, at the request of the County.
13. The Contractor shall be responsible for protecting all completed work in place during the installation of the Artwork and adhering to the load restrictions identified in the construction specifications. If protective coverings are installed, it is the Contractor's financial responsibility to remove such coverings after the Artwork is installed.
14. The Contractor and his sub-contractors shall keep on the Site a copy of the drawings, specifications, permits, permitted drawings, and all other applicable documents and shall at all times give the County and its authorized representatives access to the documents.

E. DESIGN REQUIREMENTS

1. 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.
2. The Contractor must coordinate the materials selection with the County to ensure that all maintenance requirements are reasonable in terms of time and expense.

F. DESIGN OF THE ARTWORK

1. The Contractor shall submit a Conceptual Design Proposal to the County. The submission will include various conceptual directions indicating scale, form, location, and proposed materials (samples to be provided where appropriate).
2. The Contractor then will submit a Schematic Design Proposal, which will include information on structural considerations, size and location of attachment mechanisms, surface integrity, permanence and maintenance, as well as an outline of the proposed installation method.
3. The Contractor will then submit a Design Development Proposal, which will include further development of Design Enhancements, including indication of scale, form, location, attachment mechanisms, and proposed materials (samples shall be provided when appropriate). The Design Development Proposal also will include a detailed fabrication and installation schedule. The Design Development Proposal will be based upon the written comments on the final design that the Contractor submits to the Contractor by the Project Officer.
4. The Contractor shall develop a set of detailed drawings for cost estimating and provide a detailed breakdown of quantities and estimated costs.
5. The Contractor will provide information for the preparation of any drawings in the Construction Documents that depict the fabrication and installation of approved Design Development Proposal.
6. The Contractor shall provide stamped, approved engineered drawings and specifications of the Artwork design by a Virginia licensed engineer. The County will review the drawings and, if the County approves, the County will issue a Notice to Proceed.

G. FABRICATION OF THE ARTWORK

1. The Contractor shall provide to the County, within 14 days following the commencement date for fabrication stated in the Notice to Proceed, a written fabrication, delivery and installation schedule, which shall be consistent with the construction schedule of the renovation of Jennie Dean Park.
2. The County shall have the right to review the Artwork throughout its fabrication upon 48 hours' notice. The Contractor shall submit to the County monthly progress reports, including photographs of the progress.
3. The fabricated Artwork must conform to the County-approved design, materials, details and dimensions.
4. If the County chooses to review of the Artwork and reasonably determines that the Artwork does not conform to the design approved in the construction documents, the County shall notify the Contractor in writing of the deficiencies. The County shall have the right to withhold payments until the deficiencies are corrected or satisfied.
5. If the Contractor disputes the County's determination that the Artwork does not conform, the Contractor shall provide a written explanation to the County within seven (7) calendar days of the County's determination. Otherwise, the Contractor shall promptly correct the deficiencies within fourteen (14) calendar days and notify the County in writing that the Artwork is ready for reinspection. The County will make reasonable efforts to resolve any disagreement with the Contractor in good faith; however, final determination as to whether the Contractor has completed the Artwork in conformance with the approved design shall remain with the County.
6. If an event occurs (excepting events beyond the control of all parties) that impacts the Contractor's fabrication or installation schedule, the Contractor shall notify the County at least three (3) days prior to such event (if such event is known in advance) or immediately if such event is not known in advance. If the delay is a result of the County's action or inaction, then the County may be responsible for any reasonable storage fees or other reasonable costs directly incurred by the delay. If the delay is not a result of the County's action or inaction, the Contractor shall reimburse the County for costs directly incurred by the delay, to the extent caused by Contractor's or its subcontractors' acts or omissions.
7. The Contractor shall notify the County in writing when fabrication of the Artwork has been completed and is ready for delivery and installation at the Site and shall provide photographic evidence of the completed Artwork.

8. The County will inspect the completed and installed Artwork and notify the Contractor in writing of the County's approval or disapproval (including reasons for disapproval) within ten (10) days after the receipt of the notification of completion. If the County determines that the Artwork does not conform with the design, the process described under items 5. and 6. above shall follow.

H. CHANGES TO DESIGN

1. The Contractor shall submit to the County in writing for approval any significant changes to the Artwork at any point during the design and fabrication process.
2. A "significant change" is any change in the scope, design, color, size, material, texture, or location on the Site of the Artwork that materially affects installation, scheduling, Site preparation or maintenance of the Artwork, or the concept of the Artwork as represented in the design.
3. Significant change requests must include a detailed description of any additional costs of the proposed change.
4. The County may reject any proposed changes or approve the changes and hold the Contractor responsible for any resulting financial burden.
5. The County will notify the Contractor whether the changes are approved or denied in writing within fourteen (14) calendar days of the request.
6. If the changes are approved, the Contractor shall be responsible for obtaining any required approvals and permits arising out of the changes.
7. If the changes are denied, the Contractor shall continue to fabricate the Artwork in conformity with the previously approved design.
8. The County will make any notifications and presentations of approved changes to the County stakeholders, as needed. The County may require the Contractor's presence at such presentations. These presentations may occur remotely or in person, at the County's discretion. If the four budgeted trips have been exhausted, the County will fund the Contractor's attendance as an addition to the agreed project budget pursuant to a contract amendment.

I. DELIVERY AND INSTALLATION

1. Upon the County's final approval of Artwork fabrication, the Contractor shall deliver and install the completed Artwork on the Site in accordance with the

- schedule.
2. The Contractor shall coordinate with the County to ascertain that the Site is prepared to receive the Artwork and to coordinate the date and time of delivery and installation. The Contractor shall notify the County of any adverse conditions at the Site that would affect or impede the installation of the Artwork.
 3. At least thirty (30) days prior to installation of the Artwork, the Contractor shall provide for the County's review and approval an installation plan, to include, but not be limited to, number of workers onsite, equipment to be used and the scope of work to be performed on Site. The Contractor shall not proceed with the installation until the County approves the installation plan.
 4. The Contractor or his representative shall be present at the Site throughout installation to supervise the installation of the Artwork.
 5. The Contractor shall be responsible for all expenses, labor and equipment necessary to install the Artwork at the Site
 6. The Contractor shall avoid creating nuisance conditions arising out of Contractor's operations.
 7. The Contractor will be responsible for protecting all completed work in place during the installation of the Artwork.
 8. The Contractor shall be responsible for any and all damages to the Site that occur as a result of installation of the Artwork.
 9. The Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and/or safety devices and procedures at the Site.
 10. The County will provide and install a signage plaque containing a credit to the Contractor and a copyright notice substantially in the following form: © *Mark Reigelman II, year.*

J. APPROVAL AND ACCEPTANCE

1. Following the Artwork installation, the Contractor shall submit a written notice of final installation to the County.
2. As a condition of final acceptance, the Contractor shall furnish to the County the following:
 - a. A set of a minimum of twelve (12) photographs of the Artwork in different stages of fabrication and installation and as installed, in JPG or TIFF file format (300 dpi minimum). Photographs shall be labeled with the name of

the Artwork, the date the photograph was taken, and the viewpoint from which the photograph was taken.

- b. A full written narrative description of the Artwork.
 - c. Written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for all materials and finishes used.
 - d. Contractor's recent résumé and artist statement specifically pertaining to the Artwork.
3. The final acceptance shall be understood to mean that the County acknowledges completion of the Artwork in conformity with the approved design.
 4. Upon written acceptance of the Artwork by the County, the Artwork shall be deemed to be in the custody of the County, from that point forward.
 5. The County will be responsible for the proper care and maintenance of the Artwork.

K. PUBLIC PRESENTATIONS

1. After Final Acceptance of the Artwork, the Contractor shall attend in person any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork, as required by the County. The County will notify the Contractor at least twenty-one (21) calendar days in advance of any event at which the Contractor is required to appear. If the four budgeted trips have been exhausted, the County will fund the Contractor's attendance as an addition to the agreed project budget pursuant to a contract amendment.
2. The County will be solely responsible for coordinating public information materials and activities related to public presentations.