

Sole Source: X Yes No

1. Legal Name of Contractor: Nature Connects (Iowa State University)

2. Address: 1350 Beardshear Hall

3. City, State, & Zip: Ames, IA 50011

4. Contractor Contact Person: Teresa McLaughlin

5. Phone: 515-294-4412 Email: tmcl@iastate.edu or teresa@seankenney.com

6. Revenue Commission Taxpayer ID#: _____

7. Federal Tax ID # (SSN if sole proprietor): _____

8. Requesting Department: Louisville Zoo

9. Contact Person Name & Telephone: Stephanie Moore 238-5300

10. Not to exceed amount: \$ 50000

11. Are expenses reimbursed? No

12. If yes list allowable expenses and maximum amount reimbursable: n/a

13. Beginning and ending date of the contract: 07/01/2015 - 06/30/2016

14. Funding Source General Fund Agency Receipts Federal Funds yes ☒ no

15. Scope & Purpose of the contract:

Authorizations

County Attorney: _____ Date: _____
The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.

Contractor is registered and in good standing with the Revenue Commission	<u>Yes</u>
Human Relations Commission requirements have been met	<u>Yes</u>
Insurance requirements have been satisfied	<u>Yes</u>
If federally funded, Federal Debarment standing has been verified	<u>No</u>

Revised – November 2014

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

X _____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

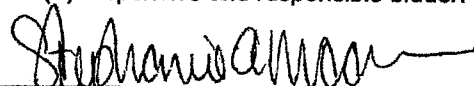
_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.


Requesting Department Director _____ Date _____


OMB/Purchasing Approval _____ Date 5/21/15

**Mayor _____ Date _____
**Signature is required only for Written Finding A

**CONTRACTUAL AGREEMENT
FOR
LOAN OF THE LEGO® BRICK "NATURE CONNECTS" EXHIBIT**

This Contractual Agreement for Rental of the "Nature Connects" Exhibit (hereafter referred to as "Agreement" or "Contract") is made and entered into this 21 day of July by and between Iowa State University of Science and Technology (hereafter referred to as "ISU" or University") and the Louisville Jefferson/County Metro Government acting by and through its Louisville Zoological Gardens (hereafter referred to as "Exhibit Host").

IN CONSIDERATION OF the mutual promises and covenants contained herein, ISU and Exhibit Host agree that this Agreement forms a binding contract for loan of "Nature Connects" Exhibit (hereafter "Exhibit"). The Exhibit is for exhibition purposes only and subject to the terms and conditions set forth below:

- 1.1 Contract Description** This Contract is for the loan of the Exhibit to the Exhibit Host for exhibition at the Louisville Zoo (the "Exhibit Host Site"). The Exhibit consists of multiple LEGO® brick sculptures that create individual displays (hereafter "Sculptures") and an amount of individual LEGO® bricks for use in educational programming. The Exhibit must be displayed in total. No partial loan of the Exhibit is currently available. As further described in this Contract, ISU will pack and crate the Exhibit for delivery to Exhibit Host Site, provide an ISU employee to assist in unloading and unpacking of the Sculptures, inspect and make any minor repairs to the Sculptures, assist and supervise installation, assist in the packing, cleaning and crating of the Sculptures at the end of the Exhibit, and arrange for pickup of the Exhibit. No change in site location is allowed.
- 1.2 Contract Administrators** All issues related to the Contract must be referred to:
- For ISU:**
Cory Harms
Associate Director of Purchasing
3616 Administrative Services Bldg.
Iowa State University
Ames, IA 50011-3616
Telephone 515-294-2591
clharms@iastate.edu
- For Exhibit Host:**

Stephanie Moore
Assistant Director
Louisville Zoo
1100 Trevilian Way
Louisville, KY 40213
(502) 459-2181
Stephanie.Moore@louisvilleky.gov
- 1.3 Operational Contacts** All operational issues regarding the Sculptures and the Exhibit must be referred to:
- For ISU:**
Teresa McLaughlin
Nature Connects
Iowa State University
Telephone 515-294-4412
tmcl@iastate.edu

- 1.4 **Loan Period** The Loan Period is the period of time from the delivery of Sculptures to the Exhibit Host Site to the time the Sculptures are loaded for re-shipment and have left the premises. The minimum Loan Period is for 12 weeks.

Exhibit Dates The Exhibit Dates are the time allotted for the Sculptures to be displayed at the Exhibit Host Site. The Exhibit Dates for this Agreement shall be from: Thursday May 10, 2018 ("Exhibit Opening Date") until Monday, Sept 3, 2018 ("Exhibit Closing Date").

1.5 **Fee**

1.5.1 **Rental Fee**

The fee for the loan period is \$150,000 ("Rental Fee").

The Rental Fee covers the cost of: the site visit (see 1.9.7); packing and crating the Exhibit for delivery to the Exhibit Host Site; delivery of the Exhibit to the Exhibit Host Site; supervising and assisting with unloading, unpacking and installing the Exhibit by ISU staff; inspecting and making any needed repairs of Sculptures by ISU staff (subject to Section 1.7); supervising and assisting with cleaning and repacking of the Sculptures by ISU staff; pick-up of the Exhibit from the Exhibit Host Site; and travel expenses for ISU staff to perform the foregoing tasks. Extension of the Loan Period and Exhibit Dates may be negotiated. Host will pay for incoming freight charges to be quoted approximately three months before arrival of the exhibit. Show Host will pay actual cost only, not to exceed \$5,500. In the event that actual freight exceeds \$5,500, ISU will absorb the additional shipping cost.

- 1.6 **Terms of Payment** A \$50,000 deposit is due upon signing of the Agreement. Exhibit Host shall submit the deposit with a copy of the signed Agreement. The \$50,000 deposit will be credited toward payment of the Rental Fee. Approximately 90 days prior to the Exhibit Opening Date, ISU shall issue an invoice to Exhibit Host for 50% of the remainder of the Rental Fee. Approximately 30 days prior to the Exhibit Opening Date, ISU shall issue an invoice to Exhibit Host for the remainder of the Rental Fee. Exhibit Host shall pay invoices within 30 days of invoice issuance date.

Exhibit Host shall make all payments payable to Iowa State University Nature Connects and mail them to:

Iowa State University
Attn: Nature Connects
3616 Administrative Services Building
Ames, Iowa 50011-3616

If payment is not received from Exhibit Host when due, ISU may terminate this Agreement as set forth in Section 1.17. ISU may also impose a late payment charge computed at a periodic monthly rate of 1% per month on the balance or an annual percentage rate of 12% when computed from the billing date. The unpaid account may be referred for collection, and Exhibit Host shall pay all collection costs and reasonable attorney's fees if ISU must take action to recover any past due amounts. ISU reserves the right under Iowa Code §421.17(27) to offset State of Iowa tax refunds, lottery winnings or vendor payments.

- 1.7 **Care, Preservation and Inspection** It is expressly acknowledged between the parties to this Agreement that the Sculptures are works of art made from numerous individual parts and as such are subject to gradual deterioration from the elements for which neither party is responsible. Further, it is expressly acknowledged between the parties to this Agreement that minor damages to or defects in or to the Sculptures may occur from time to time during the Loan Period. The Exhibit Host shall perform a close visual inspection of the Sculptures and the area immediately surrounding the Sculptures once per week. It is the responsibility of the Exhibit Host to notify ISU's Operational Contact promptly of any damage, defect or theft that occurs.

ISU, upon receiving notice of damage or defect, shall make all reasonable efforts to repair said damage or defect if, in ISU's sole determination, such repair is required. If, in ISU's sole determination, the Sculpture is defective or the Sculpture is damaged as the result of normal wear and tear or by the acts or omissions of ISU or its employees or agents, ISU shall be responsible for the cost of the repair. If the damage is the result of causes other than normal wear and tear or the acts or omissions of ISU or its employees or agents, then Exhibit Host shall be responsible for the costs of the repair. Such costs may include round-trip shipping of the Sculpture to studio for repair and/or travel costs to Exhibit Host Site.

If any damages to or defects in the Sculptures occurs repeatedly or are major in ISU's sole determination, ISU has the right to remove any or all Sculptures from the Exhibit. Upon such removal, ISU may provide a replacement Sculpture or negotiate a change in the Rental Fee with Exhibit Host unless the damage or defect is caused by the negligent or wrongful acts or omissions of the Exhibit Host, its employees ..

Exhibit Host acknowledges that it has the sole responsibility to provide security against damage to or theft of the Sculptures. Prior to the Exhibit Opening Date, Exhibit Host will erect barriers in accordance with instructions provided by ISU and outlined in Exhibit 4 and post signage to warn, protect and prevent injury to any person attending the Exhibit including but not limited to visitors and employees. Such barriers and signage are subject to the prior approval of ISU.

Exhibit Host shall be responsible for any damage to or theft of any part of the Exhibit, except for damage caused by normal wear and tear or the acts or omissions of ISU or its employees or agents. Exhibit Host shall also be responsible for injuries or property damage arising out of the negligent or wrongful acts or omissions of the Exhibit Host, its employees acting within the scope of their employment..

1.8 Exhibit Host Responsibilities Exhibit Host will be responsible, at its expense, for the following:

- 1.8.1 Unpacking/Packing** Exhibit Host will provide a minimum of five employees to assist in unloading, unpacking, cleaning, repacking, and reloading of Sculptures. The Exhibit Host must also provide a clean, weather-protected area to stage the unpacking and repacking of the sculptures out and into the sculpture's crates, boxes, and pallets.
- 1.8.2 Preparation** Exhibit Host will prepare installation sites for Sculptures as per the specifications provided by ISU, namely flat areas to accommodate the steel bases which serve to anchor each sculpture. Host site must ask provide appropriate barriers to protect the sculptures and the guests from each other.
- 1.8.3 Cleaning and Maintenance** Exhibit Host will provide cleaning and maintenance for the Sculptures during Loan Period as per the instructions provided by ISU in Exhibit 4
- 1.8.4 Installation/Removal** Exhibit Host will provide the appropriate equipment, a weather protected staging area, and a minimum of five employees to assist in the installation and removal and cleaning of the Sculptures with supervision of ISU. A list of tools needed by Exhibit Host is shown in Exhibit 1.
- 1.8.5 Marketing and Branding** Exhibit Host must abide by the requirements outlined in the At A Glance document (Exhibit 4) and as required by The LEGO Group in Exhibit 3.
- 1.8.6 Gift Shop Product** Exhibit Host must abide by restriction on LEGO brick products for sale as outlined in Exhibit 4.
- 1.8.7 Insurance** For the duration of the Loan Period, Exhibit Host agrees to provide the minimum insurance coverages set forth below:

Liability Insurance: Pursuant to Ordinance No. 11, Series 2003, the Louisville/Jefferson County Metro Government is self insured for all properly asserted General Liability claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense. In addition, the Louisville/Jefferson County Metro Government agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense covering Bodily Injury; Property Damage and Personal injury Liability under the Louisville Area Governmental Self Insurance Trust; as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least \$5,000,000 per Occurrence under a Combined Single Limit format. The Louisville/Jefferson County Metro Government agrees to provide (name of contractor) with a Certificate of Self Insurance from the Louisville Area Governmental Self Insurance Trust, if requested. The Trust Bylaws do not allow including additional insureds on Members coverages, however, Broad Form Contractual Liability coverages provided.

All-Risk Fine Arts Property Insurance

This policy shall insure or self-insure the Sculptures against losses and/or damages due to fire, theft, flood, earthquake, vandalism and for any and all other losses and/or damages customarily provided in such policies. The amount of insurance to be provided by Exhibit Host shall cover a minimum replacement cost of the total value of all Sculptures as provided in Exhibit 2.

Additional Requirements:

Submit certificate(s) of self- insurance and endorsements to ISU's Operational Contact upon final execution of this Agreement.

Iowa State University is an agency of the State of Iowa and is self-insured for liability. In general, Iowa State University does not purchase commercial liability insurance since certain statutory protections are provided under Chapter 669 of the Code of Iowa. Chapter 669 authorizes claims against the State of Iowa on account of wrongful death, personal injury or property damage incurred by reason of the negligence of the University or its employees. This protection is applicable to ISU's officers, employees and agents for their negligence while acting within the scope and course of their activities, in accordance with the statutes. Under State law, coverage is continuous and does not expire. Worker's Compensation coverage for University employees is provided through provisions of the Code of Iowa, Section 8A.457.

- 1.8.7 **Artists Credit** Exhibit Host will display the provided artist's credit for each Sculpture. Exhibit Host will reference the link www.seankenney.com in any digital or online reference to the Sculptures or the Exhibit.
- 1.8.8 **Storage** Exhibit Host will provide and store the packing materials, crates, and boxes and the tools, power washer and other supplies that travel with the exhibit either indoors or using a separate, lockable, clean storage pod/shipping container (s) that protects the materials from all weather and damaging elements (rain, snow, mold, wind, etc.) throughout the duration and until the end of the Loan Period.
- 1.8.9 **Security** Exhibit Host Site must be secured from theft and vandalism by use of lockable indoor locations, outdoor fencing with lockable gates or other securable locations. Inadequate site security can be grounds for termination if discovered during the site visit or thereafter.
- 1.8.10 **Terms from The LEGO Group** The LEGO Group is not party to this relationship but Exhibit Host must abide with the terms listed in Exhibit 3.
- 1.8.11 **Nature Connects At-A-Glance** Exhibit Host shall comply with the guidance set forth in the Nature Connects At-A-Glance document that is attached to this Agreement in Exhibit 4

1.9 ISU (Nature Connects) Responsibilities

ISU (Nature Connects) will be responsible for the following:

- 1.9.1 Delivery/Shipping** ISU will pack and arrange for shipment of the Exhibit to the Exhibit Host Site. ISU will also arrange for pick-up of the Exhibit from the Exhibit Host Site.
- 1.9.2 Unpacking/Packing** ISU will provide an employee to supervise and assist the Exhibit Host with the unloading and unpacking and placement of Sculptures at Exhibit Host site. ISU will also provide an employee to supervise and assist Exhibit Host in cleaning and repacking, and reloading the Sculptures for shipping. Show Host will pay the inbound freight charges (see 1.6). The travel expenses for Reiman Gardens' employee(s) to assist and supervise in the packing/unpacking and set-up/take-down of the Sculptures will be paid by ISU. Outbound freight costs will be the responsibility of ISU.
- 1.9.3 Installation** ISU will provide an employee to assist and supervise Exhibit Host in the installation of the Sculptures. ISU will provide installation specifications and guidelines for the Sculptures as needed.
- 1.9.4 Marketing Materials** ISU will provide Exhibit Host with electronic files of available samples of marketing materials created for the Exhibit. Exhibit Host acknowledges that ISU does not own the copyright to the marketing materials, and such copyright is held by third parties who have not consented to Exhibit Host reproducing, distributing, displaying or creating derivative works of the marketing materials. The name of the Exhibit must be "Nature Connects" or "Nature Connects, Art with LEGO® Bricks" or "Nature Connects, LEGO® brick sculptures" The Artist's name must be referenced with the Exhibit, and the Nature Connects logo in the provided font must be used. A new logo cannot be created for this Exhibit.
- 1.9.5 Interpretive Materials** Exhibit Host is responsible for the creation and display of interpretive materials for the Exhibit.
- 1.9.6 Sculptures** ISU will provide the Sculptures, base plates, and armatures that are included with the Sculptures. Exhibit Host will provide required pads (see 1.8.2) if necessary for any Sculptures. The Sculptures that will be provided are listed in Exhibit 2.
- In the event a Sculpture is unavailable due to defect, damage or theft, ISU shall use reasonable efforts to provide Exhibit Host an equivalent replacement Sculpture. The foregoing is subject to Section 1.7.
- 1.9.7 Site Visit** ISU will conduct a site visit prior to the delivery of the Exhibit to assess the site and offer advice on display of the Sculptures as well as assessment of site security, staging area, crate storage area, and other recommendations to successfully display the Exhibit.

- 1.10 Artist Visit** Exhibit Host may contact the Artist directly to inquire about arranging an artist visit. Arrangements for the artist visits and associated payment will be separately negotiated between the Exhibit Host and artist.
- 1.11 Ownership of Design** The design of all Sculptures is owned by the Artist. No reproduction or duplication of the Sculptures may be undertaken without the consent of the Artist. Unless otherwise notified in writing by the artist or ISU, Exhibit Host may photograph the Sculptures for educational, archival, and catalog purposes and for publicizing the Exhibit at the Exhibit Host Site. It is understood that the Sculptures may be photographed by the general public. All rights to commercial production or reproduction remain with the artist and must be negotiated with the artist.

- 1.12 **Merchandising** Any products created that use images of the Sculptures or references to the "Nature Connects" Exhibit must be approved by ISU. Fifteen percent (15%) of the gross sales of approved items shall be paid to ISU on a monthly or quarterly basis as agreed between the parties. ISU will obtain any approvals required from the artist prior to the approval and manufacture of any products.
- 1.13 **Assignment** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.
- 1.14 **Laws**
Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.
- 1.15 **Amendments to the Agreement** This Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.
- 1.16 **Advertising** Exhibit Host shall not use or reference the name of Iowa State University as a part of any commercial advertising without prior written approval of ISU and ISU's Trademark and Licensing Office.
- 1.17 **Termination** This Agreement shall terminate upon expiration of the Loan Period or, upon mutual agreement, at the end of an extended term, unless any of the following termination rights are earlier exercised:
- 1.17.1 If Exhibit Host is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Exhibit Host's insolvency, University may terminate the Agreement after giving Exhibit Host a minimum thirty (30) days written notice, without penalty to University.
- 1.17.2 If a party fails to cure a material breach of the Agreement after written notice and an opportunity to cure as set forth below, then the non-breaching party may without prejudice to any right or remedy it may have, terminate the Agreement by giving the breaching party written notice of termination. The foregoing right to terminate is contingent upon the non-breaching party first having provided a written "Cure Notice" to the breaching party, affording the breaching party thirty (30) days (in the event of non-monetary default) and seven (7) days (in the case of monetary default) in which to cure the default.
- 1.17.3 ISU may terminate this Agreement for any reason by giving the Exhibit Host 120 days written notice. ISU shall return any deposits and payments made by Exhibit Host within 30 days of that termination.
- 1.17.4 Exhibit Host may terminate this Agreement for any reason by giving ISU one year's written notice. ISU shall retain the \$10,000 deposit.
- 1.17.5 This Agreement may be terminated at any time and for any reason upon mutual written agreement. Return of any payments or deposits will be negotiated between the parties.
- 1.17.6 If ISU terminates this Agreement after conducting a site visit and determining that the sight is not secure or not well-suited for outdoor display of the Sculptures and cannot be made secure in time for the Loan Period, then ISU will return the deposit and any payments less costs for the site visit and \$1,000 administrative cost.
- 1.18 **Compliance with Law** Both parties shall comply with all applicable laws, regulations, ordinances or orders of any public authority with appropriate jurisdiction. Exhibit Host shall be responsible, at its expense, for obtaining any required permits or permissions for the Exhibit.

- 1.19 **Limitation of Liability** ISU will not, for any reason, be held liable for lost sales, profits or any damages resultant from cancellation or termination of Exhibit.
- 1.20 **Indemnification** To the fullest extent permitted by Iowa law, Exhibit Host shall indemnify, and hold ISU, its agents, successors, and assigns, the State of Iowa and the Board of Regents, State of Iowa, harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from (A) the operations performed under this Agreement, (B) the material non-performance, non-compliance or breach with the terms and obligations of this Agreement and (C) bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by any negligent or wrongful act or omission of Exhibit Host,
- ISU to the extent permitted by Iowa law, Iowa State University; Board of Regents, State of Iowa; and the State of Iowa agrees to hold Louisville/Jefferson County Metro Government, its elected officials and employees; and Louisville Zoo, its officers, directors and employees harmless from and against any and all claims, losses, liability, costs, or expenses, arising out of bodily injury of any person including death, or property damage arising from the conduct of our activities under the Host agreement where such liability is founded upon or grows out of the scope of their employment under Chapter 669 of the Code of Iowa.
- 1.21 **Severability of the Agreement** In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
- 1.22 **Failure to Enforce** ISU shall not be required to enforce any right or remedy available under the contract. If ISU elects to waive a right or remedy under this contract, ISU shall not be precluded from asserting said right or remedy thereafter.
- 1.23 **Force Majeure** Except as otherwise provided, neither party shall be obligated to perform hereunder, and neither shall be deemed to be in breach or default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, destruction of the Exhibit Host facilities, or other matter or condition of like nature, or any law, ordinance, rule regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental law and regulations. In the event of a labor dispute which lasts more than ten (10) days and which results in a strike, picket, or boycott impacting Exhibit Host's ability to provide goods and services pursuant to this Agreement, ISU reserves the right to provide or contract to provide any of the goods and services which Exhibit Host is not adequately performing hereunder.
- 1.24 **Legal Fees** In no event shall either party be liable or responsible for the other party's legal fees associated with disputes between ISU and Exhibit Host hereunder. Each party shall be responsible for its own legal costs.
- 1.25 **Audit** Exhibit Host maintain records to sufficiently and accurately document financial matters that pertain to this Agreement, including but not limited to records relating to the Gross Admission Fee and sales of merchandise, throughout the Loan Period and for a minimum of three years after the expiration or termination of this Agreement. Exhibit Host shall permit ISU, the Auditor of the State of Iowa, or any of their duly authorized representatives to examine, audit, and copy such records. Exhibit Host shall not impose a charge for audit or examination of such records. If an audit discloses incorrect billings or improprieties, ISU reserves the right to charge Owner for the cost of the audit and appropriate reimbursement.
- 1.26 **Notice** Notices relating to this Agreement shall be in writing and shall be delivered by messenger, overnight carrier or email to the other party's Contract Administrator at the address set forth in Section 1.2 or such other address as may be given in writing in accordance with this Section. Notice shall be deemed effective upon receipt.

Non-Appropriation In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to ISU of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

1.27 Records Audit ISU shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of ISU's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by ISU shall include (without limitation): (a) payroll records accounting for total time distribution of ISU's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for ISU's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

1.28 Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

1.29 ISU shall reveal any final determination of a violation by ISU or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the ISU or subcontractor. ISU shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to ISU or subcontractor for the duration of the contract.

**CONTRACTUAL AGREEMENT
FOR
LOAN OF THE "Nature Connects" EXHIBIT**

Signature Page

The parties may execute this Agreement in any number of counterparts and deliver it by electronic transmission in PDF format. Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so.

For Exhibit Host

By: Stephanie Moore

(signature)

Typed/Printed Name Stephanie Moore

Title Assistant Director, Louisville Zoo

Date July 23, 2015

For Iowa State University Nature Connects (Agreement as to form)

By: Teresa McLaughlin

(signature)

Typed/Printed Name: Teresa McLaughlin

Title: Director, Nature Connects

Date: July 22, 2015

For ISU/Purchasing

By: Cory Harms

(signature)

Typed/Printed Name Cory Harms

Title: Associate Director of Purchasing

Date: 7/24/15

EXHIBIT 1

Tools & Equipment Required from the Exhibit Host for Install and Removal

1. Soft bristle brush for cleaning Sculptures
2. Simple Green or other non-toxic cleaner in a 10part water to 1 part cleaner mix
3. Alan wrench set
4. Pry bars
5. Pallet jack(s) to move sculptures
6. Workman, pick-up truck and pallet jacks to move sculptures on site
7. Skid Loader or comparable to load/unload semi and move crated sculptures
8. One 8-foot stepladder to open and close crates at install and removal
9. A center punch or old Phillips screwdriver to help pry the crates so that the bolts can be inserted to close the crate
10. Four sets of waders for a pond installation (if necessary)
11. A method to anchor the base to a cement pad that is poured for the outdoor displays (if necessary)
12. A dry and clean, 40-foot storage container used only for storage of the Nature Connects, custom-made, steel and wood, packing and crating materials.
13. Four pieces per sculpture (approximately 48 pieces) of 18-inch all-thread, with nuts and bolts to be used to secure the sculptures into the ground.

EXHIBIT 2

NATURE CONNECTS5 SCULPTURES:

Nature Connects 5 Sculptures		
Sculptures and their replacement value		May 15, 2015
	Value	
Monarch	\$ 53,300	
Hummingbird	\$ 34,500	
Face cut out	\$ 7,400	
Disappearing Rhino	\$ 47,500	
Sea turtle hatching	\$ 32,900	
Seahorses	\$ 27,300	
Zebra	\$ 36,000	
Wildebeest	\$ 36,000	
Chameleon	\$ 27,900	
Giant dodo	\$ 49,200	
Polar bear	\$ 142,500	
Snow Leopard	\$ 36,200	
Whooping Crane	\$ 19,400	
Loose bricks for educational programming use	\$ 6,600	
UV Coating for each sculpture	\$ 13,000	
Custom built crates	\$ 40,000	
Total Replacement Cost	\$ 609,700	

Exhibit 3

Terms from The LEGO Group

General LEGO® trademark usage

"We at LEGO appreciate your help in protecting our valued trademarks. The following rules will help you use our trademarks correctly.

1. The word LEGO® and our major brand names: LEGO®, LEGO® DUPLO®, LEGO® TECHNIC, LEGO® MINDSTORMS®, NXT, and BIONICLE®, must be written in all CAPITAL letters.
2. Please use our trademarks as adjectives, not as nouns. For example, refer to our products as "LEGO® toys," "LEGO® DUPLO® sets" or "LEGO® MINDSTORMS® NXT robots." LEGO products should not be referred to in a generic way, such as "LEGOS" or "legos," or as plural or possessive words like, "LEGO's."
3. The first time one of our registered trademarks appears in copy (especially in a headline or title), it should be accompanied by the appropriate registration symbol (either ®, if the trademark is registered in all of the countries in which it is being used, or TM, if registration is limited or pending). Registration symbols are NOT needed when writing our company names (i.e., LEGO System A/S, The LEGO Group).
4. Please do not set any of our trademarks in a special typeface or lettering so that the word takes on the appearance of a new logo or design (e.g., LEGO® toys. NOT LEGO® toys (Italics)).
5. Our trademarks that contain two or more words should never be split/separated on different lines of printed materials.
6. Third parties are not allowed to use the LEGO logo without special permission. If there is a need to reproduce a LEGO logo, please contact your LCPP Manager. If permission to use LEGO trademarks is given, they should always be accompanied by the following legal line: LEGO, the LEGO logo, the Brick and Knob configurations, the Minifigure, MINDSTORMS, BIONICLE and LEGOLAND are trademarks of the LEGO Group. "

The LEGO Group

1. ISU may not imply that they or The Company represent The LEGO Group in any way.
2. Exhibits reaching over 100,000 people via public display or mass media may require approval by The LEGO Group.
3. Neither ISU nor The Company may use The LEGO Group's brands, trademarks, trade names, or logos without prior written approval.
4. The Company's work may not be used as a means to promote, produce, sell, or give away non-LEGO "clone" toys.

LEGO® Certified Professional logo

1. Use is encouraged but not required. A high-resolution copy will be made available to you upon signing of this contract.
2. The "LEGO® Certified Professional" name and/or logo must not make any direct or indirect implication that Sean is an official spokesperson for or agent of the LEGO Group.
3. LEGO® Certified Professional logo must have appropriate white space around all 4 sides.
4. All "LEGO® Certified Professional" name and/or logo usage must also meet all guidelines outlined above.



EXHIBIT 4

At-A-Glance Document



Nature Connects® : At a glance

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Your contacts

Teresa McLaughlin, Director of Traveling Exhibit and Sales: teresa@seankenney.com, 515.520.7622

Jen Koehl, Studio Manager: jen@seankenney.com, 330.289.1417

Sculpture protection

You should prepare for **exponentially more people** during this exhibit, especially first time guests unfamiliar with your grounds. There will be many, many more children. Guests seem particularly compelled to try to touch and climb on the artwork, stand beside them for photos, and will attempt to remove LEGO pieces. Parents often try to set children on pieces, and they are sharp and dangerous. **You are responsible for damage** by your guests.

You are required to erect barriers and signage to protect the artwork. We suggest the following:

- Barriers at least 2 feet tall, placed at least 4 feet from the sculpture. Barriers needn't be visually obstructive; they can be designed into the display as landscaping, plantings, railings, etc. Please make sure children cannot lift up the barriers or crawl under barriers.
- Barriers and signage must be in-place before the show opens to the public. A crew assigned to install barriers must immediately follow the crew who are placing the sculptures on site, and begin installing barriers. The sculptures must not be left without barriers during the install or removal.
- Pedestal and/or glass/plexiglas barrier for indoor items (Orchid, Bonsai). They are too small to place on the ground, and too delicate to place within arm's reach of visitors.



Example: Rope fence as barrier

Example: Landscaping as barrier

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The Nature Connects brand

Title and logo

- **You may not rename or rebrand the exhibit.** The exhibit is called "Nature Connects".
- You only need to use the registered symbol ® the first time "Nature Connects" appears in a document. You may not change the logo of Nature Connects or move type or change colors.
- The drop box has high-resolution images of the Nature Connects logo. **You may not alter the logo** or create new logos for Nature Connects.
- You are welcome to incorporate the Nature Connects logo into your own graphics and logos.

Tagline

The exhibit's **optional** tagline is "Art with LEGO® bricks". If used, it must be written no larger than "Nature Connects", and "LEGO" must be in the same font, color, and size as the rest of the tagline.

Examples: "Nature Connects® : Art with LEGO® bricks"

"Sean Kenney's Nature Connects® : Art with LEGO® bricks"

"YourNameHere presents Nature Connects® : Art with LEGO® bricks by Sean Kenney"

Credit

- Credit the artist "Sean Kenney" in media and signage. **"Kenney"**, not Kenny, not Kennedy.
- Online content should include a link to www.seankenney.com

Review of marketing

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Send your marketing materials, press releases, graphics, templates, ads, (etc.) to Teresa for review prior to publishing, printing, or posting them.

The LEGO® brand

LEGO is the name of the company, not the toy. You may not use the LEGO company's name in any way without prior written permission. Using another company's name without permission misleads the public by implying an affiliation that does not exist.

What you can say

The phrase "with LEGO pieces" is legal fair use that describes how Sean has used their product.

*"... sculpture built **with LEGO pieces** ..." (not "~~LEGO sculpture~~")*

- The word "pieces" may be replaced with "blocks", "bricks", "products", or "toys".

*"The exhibit contains 25 sculptures built entirely **with LEGO bricks**"*

*"New York City artist Sean Kenney creates art **with LEGO toys**."*

- A number may be placed before "LEGO". Grammatical flourishes may not alter meaning.

*"A new exhibit built **with** zillions of **LEGO pieces** opens on Friday."*

*"Sean **uses** regular, everyday **LEGO toys** to create his art".*

- "With" may be replaced with "uses/used", or "has/had".

*"The hummingbird **has** 25,000 **LEGO pieces**."*

*"Sean **used** thousands of **LEGO pieces** to build the Hummingbird."*

- "**LEGO**" is generally not needed to get the point across.

"Show us what you can build in our 30,000-piece play zone!"

"Sign up for the scavenger hunt and see how many bricks you can find!"

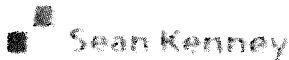
"The building contest is open to ages 6 and up."

If you need help

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We are aware this is unusual and can be confusing. Please contact us if you have ANY questions about the use of the LEGO company brand name.

Gift shop

Nature Connects merchandise

Our merchandise (children's books, lamps, magnets, postcards, tote bags, buttons, etc) is available at www.seankenney.com/shop/wholesale You may produce your own Nature Connects merchandise if it is first reviewed by us.

You will receive two of Sean's custom lamps for display in your gift shop which you may sell or use for taking further lamp orders.

LEGO products

It is **very difficult to obtain retail LEGO products**. Our advice is that if you see any LEGO product on your buying trips, order it right away.

Licensed products (LEGO lunch boxes, LEGO keychains, LEGO clothing, etc) are readily available from third parties. We are compiling a list of companies; here some we have found. (This is not an endorsement, rather information that may help you find some products.)

Room Copenhagen Cherry Hill NJ. Morten Pedersen, mp@roomcph.com, 646-701-3491

Santoki Berkley MI. Sun Yu, sun@santoki.com, 248-546- 2753

Other construction toys

You are **not permitted** to sell "knock off" construction toys like Nanoblocks, Megabloks, Best-Loc, Kre-O, K'nex, or any non-LEGO bricks. Our agreement with the LEGO company requires that no competing construction toys be sold while Nature Connects is at your location.

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Interpretive signage

We highly suggest the use of interpretive signage at each sculpture and/ or a guest handout, with a map of the exhibit locations.

We suggest including the following, as space allows:

- The Nature Connects interpretive message that has been written for each sculpture, to help "connect" youth with the world around them and promote sustainability and conservation.

- The name of each sculpture.

The number of pieces used to create the sculpture.

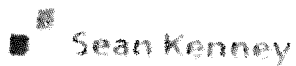
- Social media information for your garden, zoo or local community.
- Social media information for the artist, to help inspire visitor generated marketing.

Instagram & Twitter: @seankenneyart; #NatureConnects

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Artist visit

If you'd like to book Sean for your opening or for an event, contact **Jen** for pricing and scheduling as soon as possible, or at least 60 days prior to the scheduled installation date.
In the past, Sean's artist visits have included:

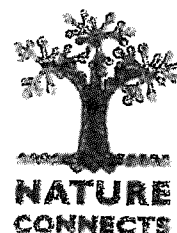
- grand openings
- media interviews
- visits with donors
- presentations and slideshows
- visits with school groups or local clubs
- alternate appearances timed several weeks into the exhibit, to draw additional media later

Be advised that Sean has two very young children and cannot accommodate all travel requests.

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Visual inspection

When the show arrives

Please wait for the Nature Connects crew to arrive before opening our crates, in case there are any issues, missing items, or damage; our crew and your crew should uncrate and visually inspect the sculptures together. In the event that there are any issues or damage, please photograph and share with the Nature Connects crew immediately.

Photo inspection

Cleaning and visual inspection of the sculptures will create the most positive guest experience. We highly recommend you **take photographs during regular cleanings and sculpture inspections** to help note any issues that may arise. Please share any issues immediately with Teresa McLaughlin or any Nature Connects crew member.

1. Upon completion of the installation, we recommend that you take pictures of each sculpture from every side.
2. Consider enlisting a group of volunteers to routinely clean, inspect, and photograph the sculptures as schedules allow. This is the most effective way to document normal wear-and-tear and will help determine if a sculpture is in need of care. Assigning this task to the same staff member(s) or volunteer group will provide an opportunity for them to become familiar with the sculptures and more apt to identify changes or damage.
3. We also recommend you take pictures of each sculpture before the day of removal.
4. Lastly, you can consider creating a private album on flickr.com to store images for future reference and for sharing with our team.

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If damage occurs

In order to provide the best possible visitor experience, it's important to us that every location receive the entire exhibit in impeccable condition. If damage occurs, we rely on you to report the incident so we can work together to maintain the integrity of the exhibits. *For more information regarding your responsibilities, please reference your host agreement.*

Guidelines to handling damage

- You are expected to report damage or any noticeable change, including LEGO brick separation, weathering, breaks, missing pieces, etc. In the event of damage, immediately **photograph the damage and contact Teresa and Jen.**
- The photographs will be evaluated to determine to source of the damage. Based on this determination, the following actions may be taken:
 - If the damage is the result of normal wear, Sean will cover all costs.
 - If the damage is determined to be the result of causes beyond normal wear, you will be responsible for the cost of the repair, including round-trip shipping of sculpture to the studio for repairs or travel costs to your site (if applicable).
- Sean's goal is always to repair and restore the sculpture as quickly as possible. Coordinate the logistics of the repair with **Jen within 5 business days** of the damage report.
- Once the sculpture is repaired and back on display, photograph the piece for your own records.

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Installation and removal checklist

Please have the following items prepared for our team upon arrival:

- Three-five employees to assist with installation and removal depending on needs of the particular exhibit you are leasing
- Skid Loader with fork attachment or fork lift at both install and removal
- "Simple Green" or other non-toxic cleaner in 10 part water to 1 part cleaner mix for cleaning the sculptures and soft bristle brush for cleaning the sculptures.
- Alan (SAE) wrench set.
- Pry bar(s)
- Needle-nose pliers.
- Pallet jack, utility cart, workmen, pick-up truck to move sculptures into place and for removal
- One or two 6-8 foot stepladders
- A center punch or Phillips screwdriver to remove and insert bolts into the crates.
- Two to four sets of waders for a pond installation. (If applicable)
- A clean, dry, secure 40-foot storage pod used ONLY to store the shipping crates packing materials, and supplies that travel with the exhibit.
- 1/8-inch all-thread with nuts and washers for each piece. We need four all-thread pieces, 3/8 inch size, for each sculpture, a total of approximately 48 pieces. There will be some on the truck, but these get rusted, bent and we typically need these for replacement at each site

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