

RESOLUTION NO. 2016-06

**A RESOLUTION AUTHORIZING THE EXECUTION BY
THE CHAIRMAN OF THE DISTRICT OF AN
AGREEMENT BETWEEN THE DISTRICT AND THE
ARTIST CONSULTING FIRM OF ADAM MCMILLEN,
FOR ARTIST CONSULTING SERVICES FOR THE
DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT
GATEWAY PROJECT**

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and

WHEREAS, Adam McMillen ("McMillen") submitted the proposal/agreement to consult for the Gateway Project (the "Gateway Project") attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that McMillen has best satisfied the criteria for selection of services under the District's competitive bidding policies and as set forth in the request for qualifications produced by the District with respect to the McMillen Agreement, including that McMillen has the specialized experience and technical competence with respect to the consulting services sought, the capacity and capability to perform the services in the time required, a history and record of past performance that is acceptable, and familiarity with governmental entities such as a community improvement district; and

WHEREAS, the Board of Directors desires to engage McMillen to perform the consulting services for the District as described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the McMillen Agreement and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, an agreement in substantially the form as the McMillen Agreement attached hereto as Exhibit A.
2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 10th day of November 2015.


_____, Chairman of the Board of
Directors

(SEAL)

Attest:


_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2016-06**

McMillen Agreement

**REQUEST FOR QUALIFICATIONS – PROFESSIONAL ARTIST SERVICES for THE HUB
STORIES PHASE 1 IMPLEMENTATION**

November 16, 2015

Mr. Adam McMillen
McMillen Industries
1619 High Ridge Circle
Columbia, MO. 65203

Adam,

Thank you for responding to The District's request for professional artist services for The Hub Stories Phase 1 Implementation in Columbia, Missouri.

We are pleased to inform you that the selection committee has approved entering negotiations with your company, to provide professional artist services for one of the Hub Stories for the Phase 1 implementation. Currently, we are planning to have your company provide the design and fabrication of the "Arts" Hub Story in the North Village. The tentative location is on Walnut Street, between 10th and Orr Streets.

We look forward to working with you and your company on this very exciting project.

Best Regards,



Russell G. Volmert, PLA, AICP
Director of Planning

Cc: Katie Essing, Executive Director of The District

**Downtown CID - The District -
RFQ for Artist Services -**

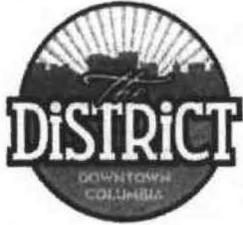
Proposals Due October 6 at 4pm

Professional artists are encouraged to participate in the request for qualifications process for providing professional artist services to the Downtown CID for the implementation of The District Gateway Master Plan - The Hub Stories. The Request for Qualifications (RFQ) and information pertaining to the specifications of submitting a proposal may be found at

www.discoverthedistrict.com.

The RFQ is intended to provide each artist with enough information to submit an application proposal for services to The District. The purpose of this process is to determine the artist who best meets the demands of the Downtown community and requirements of the Downtown CID contract. The Downtown CID intends to select the artist capable of providing the personnel and services specified in the RFQ at the most competitive prices.

INSERTION DATES: September 16, 20, 23, 27, 30, and October 4, 2015



REQUEST FOR QUALIFICATIONS – PROFESSIONAL ARTIST SERVICES for THE HUB STORIES PHASE 1 IMPLEMENTATION

Professional Artist Services – The Downtown Community Improvement District
Columbia, MO

Date of New Advertisement: September 14, 2015

Date of New Final Submission: October 06, 2015 at 4:00pm (CST)

The Downtown Community Improvement District (CID) in the City of Columbia, Missouri, is advertising a request for qualifications (RFQ) for professional artist services for implementation of The District Gateway Master Plan - The Hub Stories.

The Downtown CID is an independent organization dedicated to keeping Columbia's downtown – The District – vital. The District encompasses 50 square blocks, more than 300 individual properties, 1200 residences and over 600 businesses, non-profits and government entities. (Refer to Exhibit A) Bounded by 3 Universities and Colleges and City Government buildings, the area offers both a strong day and night economy. It is the policy of The District to negotiate contracts for professional services on the basis of demonstrated competence and qualifications for the professional services required and such services shall be at fair and reasonable prices.

1) Introduction

The District conducted a master plan study in 2013-2014 for a Gateway Master Plan, to enhance the identity of downtown, strengthen directional wayfinding and promote economic development for The District. The master plan involved extensive public involvement and civic engagement resulting in a thorough master plan with a hierarchy of proposed infrastructure and public art improvements. The master plan was formally adopted by The District Board in August 2014 and received a resolution of support from the City of Columbia in April 2015 (The master plan can be viewed on The District's website: <http://discoverthedistrict.com>)

The Request for Qualifications (RFQ) for Professional Artist Services pertains to the preliminary and final design of the Hub Stories phase of the master plan. The Hub Stories are anticipated to be a number of public art installations throughout downtown Columbia. Conceptually, the Hub Stories tell the collective stories of the downtown, reflected in public art. The installations are proposed to be prefabricated globes, suspended above a local street. (Refer to Exhibit B)

This project involves the services of program manager/landscape architect, an engineer, and general contractor. The engineer and landscape architect have responsibility to design the project, produce detailed plans for the construction of the project and to oversee construction of the project as the District's design

professionals. The design professionals will design the structural, electrical, civil and aesthetic components of the Hub Stories elements such as poles, cables, lighting, pavement and structural footings. The general contractor's responsibility is to construct the project as it has been designed in a workman-like and economical manner. The general contractor will install the public artwork, designed and fabricated by the selected artist.

The artist shall design, execute and fabricate a work of public art to enhance the project. The artist shall perform all services and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and delivery to the site of the public artwork. The artist is expected to meet with the District and design professionals so that the artist understands the scope and basic design of the project plus the design professionals understand the artist's proposals and all parties understand the requirements of implementing the artistic work within the scope of the project.

2) Artistic Expression and Budget

The RFQ is to utilize the professional artist services in the design of three (3) of the Hub Stories. The final location and composition of the three (3) Hub Stories will be determined by The District. Tentatively, the three themes of the Hub Stories will be as follows:

- 1: Active Recreation/Cycling:** Flat Branch Creek Trailhead, near the intersection of 4th and Locust Street.
- 2: Local Art:** on Walnut Street near 10th Street in the heart of the North Village Arts District.
- 3: Theatre/Film:** near the historic Missouri Theatre on 9th Street, between Locust and Elm Street.

The approximate budget for the artwork is \$10,000 - \$12,000 at each of the Hub Stories. The budget are subject to change, based on the final design and overall project programming.

The artist shall determine the artistic expression, scope, design, size, color, material and texture of the work, subject to review and acceptance of the work by the District. The artist is expected to be cognizant of long term maintenance, durability, and public safety in the design and fabrication of the Hub Stories globes.

3) Desired Qualifications

Artists interested in working on the Hub Stories Phase 1 Implementation should have the following qualifications:

- a) Professional experience in working with local municipal government.
- b) Professional experience in working with design professionals.
- c) Professional experience in working on local street infrastructure projects.
- d) Professional experience in working on public infrastructure projects which receive public review and comment.

4) Scope of Services

Artist/designers interested in working on the Hub Stories Phase 1 Implementation will provide the following services:

- a) **Preliminary Design:** Development of preliminary plans, specifications and cost estimates of the globes of the Hub Stories Phase I development plans.
- b) **Final Design:** Development of final plans, specifications and cost estimates of the globe elements of the Hub Stories Phase I improvements. Final design includes submission of plans, specifications and estimates to the City of Columbia for permits.

c) **Collaboration:** Attend a maximum of five (5) meetings with the District, program manager and design professionals in the development of the preliminary and final design of the Hub Stories Phase I Improvements.

d) **Construction Administration:** Assist the general contractor in the installation of the globe artwork of the Hub Stories Phase I development plans.

5) Qualifications Format

To be considered for selection, please submit the following information in keeping with the following format and identifying each item by number and letter:

- a) **Letter of Introduction:** Describe your understanding of the project and proposed professional team. (One 8.5x11 page maximum)
- b) **Artist/ Firm Profile:** Profiles of the artist, location(s) and professional services.
- c) **Resumes:** Resumes of proposed professionals.
- d) **Project Examples:** Project descriptions of a maximum of five (5) projects, similar in scope and scale, of other public infrastructure or public art projects.
- e) **References:** Provide a contact name, telephone number and email address of a client whom the firm has provided professional services for on past projects.

6) Evaluation of Qualifications

Qualifications Submissions will be screened by a committee for adequacy of content, technical competency and experience.

Criteria for the selection shall be as follows:

- a) Qualifications Submission content
- b) Background and similar experience
- c) Capacity and capability of artist to perform the work.
- d) Experience of key people, including project specific experience for each person
- e) Satisfactory references
- f) Past record of performance for artist with respect to such factors as control of costs, quality of work and ability to meet deadlines.
- g) Sensitivity to context of Columbia, Missouri

The District's Gateway Committee, made up of arts professionals, community representatives and project staff, will review submittals and choose finalists. The number of finalists is not pre-determined.

All finalists will be invited to participate in a video chat or telephone interview with the Gateway Committee. On site interviews in Columbia, MO. are not anticipated to occur. Finalists will not be asked to develop design proposals for the interviews, but should be prepared to discuss how they might approach the project as well and answer questions from the committee. The committee will recommend the applicant(s) they believe to be most qualified for the project to The District's Board of Directors, who will finalize the artist selection.

The District reserves the right to reject any qualification and/or modify the requested qualifications as deemed necessary by The District.

Contract Conditions

The acceptance of any proposal and selection of any Vendor shall be subject to, and contingent upon, the execution by the CID of a Contract. The contract shall contain, among other terms, certain provisions required by law and by policies of the CID including, without limitation, the following providing that the Vendor:

- i. Shall defend, indemnify and hold harmless the CID, including employees and directors, against any claims or damages relating to its acts and omissions;
- ii. Shall maintain financial and other records relating to the Contract, including, without limitation, payroll records for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;
- iii. Shall maintain insurance with insurers licensed or authorized to provide insurance and in good standing with the State of Missouri, such policies shall be in a form acceptable to, and include any conditions reasonably required by the CID, and naming the CID, employees and directors as additional insured's;
- iv. Shall be licenses to conduct business in the State of Missouri;
- v. Shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and
- vi. Shall agree to Boone County, Missouri as the venue in any legal action or proceeding between the Vendor and the CID.

State Sunshine Law

All Submissions submitted to the CID in response to this request may be disclosed in accordance with the standards specified in the Sunshine Law. The CID is a "public governmental body" pursuant to said Sunshine Law, therefore, all proposals may be disclosed.

Costs

The CID shall not be liable for any cost incurred by the respondent in the preparation of this Qualifications Submission or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The CID is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the CID has expressly agreed to do so in writing.

CID Rights

This is a "Request for Qualifications" and not a "Request for Bids". The CID shall be the sole judge of whether a proposal conforms to the requirements of this RFQ and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contract contained herein, the CID reserves the right to take any of the following actions in connection with this RFQ: amend, modify or withdraw this RFQ; waive any requirements of this RFQ; require supplemental statements and information from any respondents to this RFQ; award a contract to as many or as few or none of the respondents as the CID may select; to award a contract to entities who have not responded to this RFQ; accept or reject any or all proposals received in response to this RFQ; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with the RFQ; waive any conditions or modify any provisions of this RFQ with respect to one or more respondents; reject any or all proposals and cancel this RFQ; in whole or in part, for any reason or no reason, in the CID's sole discretion. The CID may exercise these rights at any time, without notice to any respondents or other parties and without liability to any respondent or other parties

for their costs, expenses or other obligations incurred in the preparation of this proposal or otherwise. All proposals become the property of the CID.

Applicable Law

This RFQ and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the Laws of Missouri, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including, without limitation, equal employment opportunity laws.

Brokerage Fees or Commissions

The CID shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of this Contract. The Respondent agrees to pay the commission or other compensation due any broker or finder in connection with the Contract, and to indemnify and hold harmless the CID from any obligation, liability, cost and/or expense incurred by the CID as a result of any claim for commission or compensation brought by any broker or find in connection with this Contract.

Additional Work

During the Contract, the CID, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services. The CID's decision to do so may be based on the firm's relevant experience and its successful performance under the contract.

Insurance

The Vendor and all approved subcontractors shall carry and maintain, during the Term, insurance issues by insurance companies authorized to provide insurance and in good standing in the State of Missouri. Vendor shall provide certificates of insurance and proof of payment.

TYPE	AMOUNT
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
B. Commercial General (public) Liability Insurance	
a. General Aggregate limit	\$2,000,000
b. Products & Completed Operations limit	\$2,000,000
c. Personal & Advertising Injury limit	\$1,000,000
d. Each Occurrence limit	\$1,000,000
<i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i>	
C. Broad form property damage, to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit (CSL) of \$1,000,000
b. Non-owned vehicles	
c. Hired vehicles	
E. Umbrella Coverage	\$5,000,000

Employment Standards

Vendor is expected to provide employment standards for recruiting staff, conducting employee background checks, drug testing, grooming and other personnel policies and practices and policies for working in inclement weather.

Disclaimer

The CID, and its respective officers, directors, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFQ. Further, the CID does not warrant or make any representation as to the quality, content, accuracy or completeness of the information, text, graphics or any other facet of this RFQ, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connect with any website on which this RFQ has been posted, or in connection with any other electronic medium utilized by the respondents or potential respondents in connection with or otherwise related to this RFQ.

Questions

Respondents may submit questions and/or request clarifications from the CID by submitting them in writing to the contact person at the contact person's email address listed below.

Contact Information for Questions should be via email correspondence only to the following:

Mr. Russ Volmert, ASLA, AICP
Director of Planning
Arcturis, Inc.
rvmert@arcturis.com

Qualifications Submissions

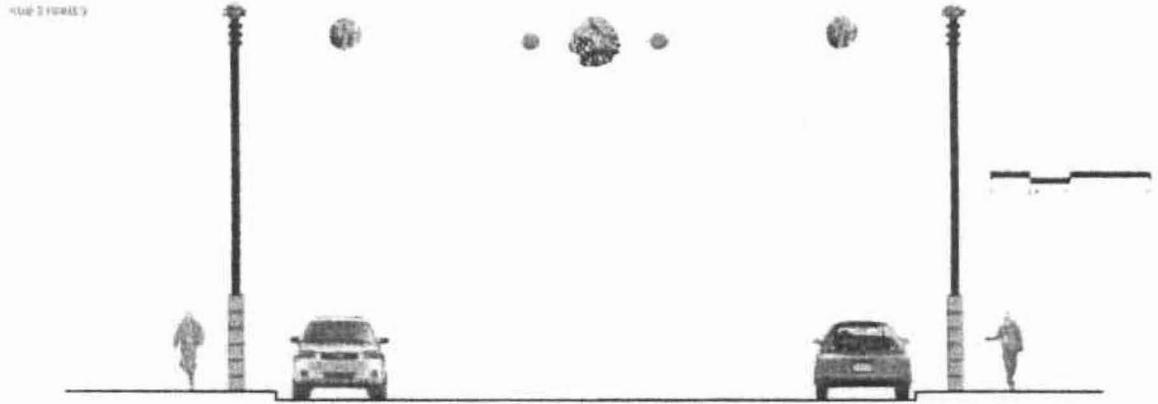
A sealed envelope including one hard copy of the Qualifications Submissions and one digital file copy should be delivered to the following:

**RE: REQUEST FOR QUALIFICATIONS – PROFESSIONAL ARTIST SERVICES for
THE HUB STORIES PHASE 1 IMPLEMENTATION**
Ms. Katie Essing, Executive Director
The District
11 S. Tenth St.
Columbia, MO 65201

(Note: the digital file copy can be submitted with the hard copy on disc/drive or be emailed to Katie Essing at kessing@discoverthedistrict.com)

All Qualification Submissions are due by 4:00 p.m. (CST) on Tuesday, October 06, 2015.

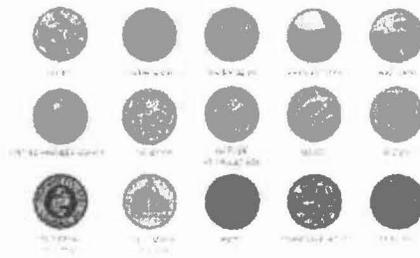
Exhibit B: The Hub Stories Concept



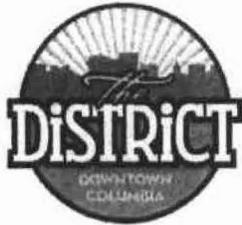
HUB STORY RENDERING



POTENTIAL HUB STORY CONCEPTS



ARCTURIS



REQUEST FOR QUALIFICATIONS – PROFESSIONAL ARTIST SERVICES for THE HUB STORIES PHASE 1 IMPLEMENTATION

**Professional Artist Services – The Downtown Community Improvement District
Columbia, MO**

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Date of New Final Submission: October 06, 2015 at 4:00pm (CST)

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Contract Conditions

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- i. Shall defend, indemnify and hold harmless the CID, including employees and directors, against any claims or damages relating to its acts and omissions;
- ii. Shall maintain financial and other records relating to the Contract, including, without limitation, payroll records for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;
- iii. Shall maintain insurance with insurers licensed or authorized to provide insurance and in good standing with the State of Missouri, such policies shall be in a form acceptable to, and include any conditions reasonably required by the CID, and naming the CID, employees and directors as additional insured's;
- iv. Shall be licenses to conduct business in the State of Missouri;
- v. Shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and
- vi. Shall agree to Boone County, Missouri as the venue in any legal action or proceeding between the Vendor and the CID.

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All Submissions submitted to the CID in response to this request may be disclosed in accordance with the standards specified in the Sunshine Law. The CID is a "public governmental body" pursuant to said Sunshine Law, therefore, all proposals may be disclosed.

Costs

The CID shall not be liable for any cost incurred by the respondent in the preparation of this Qualifications Submission or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The CID is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the CID has expressly agreed to do so in writing.

CID Rights

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for their costs, expenses or other obligations incurred in the preparation of this proposal or otherwise. All proposals become the property of the CID.

Applicable Law

This RFQ and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the Laws of Missouri, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including, without limitation, equal employment opportunity laws.

Brokerage Fees or Commissions

The CID shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder’s fees with respect to the execution of this Contract. The Respondent agrees to pay the commission or other compensation due any broker or finder in connection with the Contract, and to indemnify and hold harmless the CID from any obligation, liability, cost and/or expense incurred by the CID as a result of any claim for commission or compensation brought by any broker or find in connection with this Contract.

Additional Work

During the Contract, the CID, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services. The CID’s decision to do so may be based on the firm’s relevant experience and its successful performance under the contract.

Insurance

The Vendor and all approved subcontractors shall carry and maintain, during the Term, insurance issues by insurance companies authorized to provide insurance and in good standing in the State of Missouri. Vendor shall provide certificates of insurance and proof of payment.

TYPE	AMOUNT
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
B. Commercial General (public) Liability Insurance	
a. General Aggregate limit	\$2,000,000
b. Products & Completed Operations limit	\$2,000,000
c. Personal & Advertising Injury limit	\$1,000,000
d. Each Occurrence limit	\$1,000,000
<i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i>	
C. Broad form property damage, to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit (CSL) of \$1,000,000
b. Non-owned vehicles	
c. Hired vehicles	
E. Umbrella Coverage	\$5,000,000

Employment Standards

Vendor is expected to provide employment standards for recruiting staff, conducting employee background checks, drug testing, grooming and other personnel policies and practices and policies for working in inclement weather.

Disclaimer

The CID, and its respective officers, directors, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFQ. Further, the CID does not warrant or make any representation as to the quality, content, accuracy or completeness of the information, text, graphics or any other facet of this RFQ, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connect with any website on which this RFQ has been posted, or in connection with any other electronic medium utilized by the respondents or potential respondents in connection with or otherwise related to this RFQ.

Questions

Respondents may submit questions and/or request clarifications from the CID by submitting them in writing to the contact person at the contact person's email address listed below.

Contact Information for Questions should be via email correspondence only to the following:

Mr. Russ Volmert, ASLA, AICP
Director of Planning
Arcturis, Inc.
rvmert@arcturis.com

Qualifications Submissions

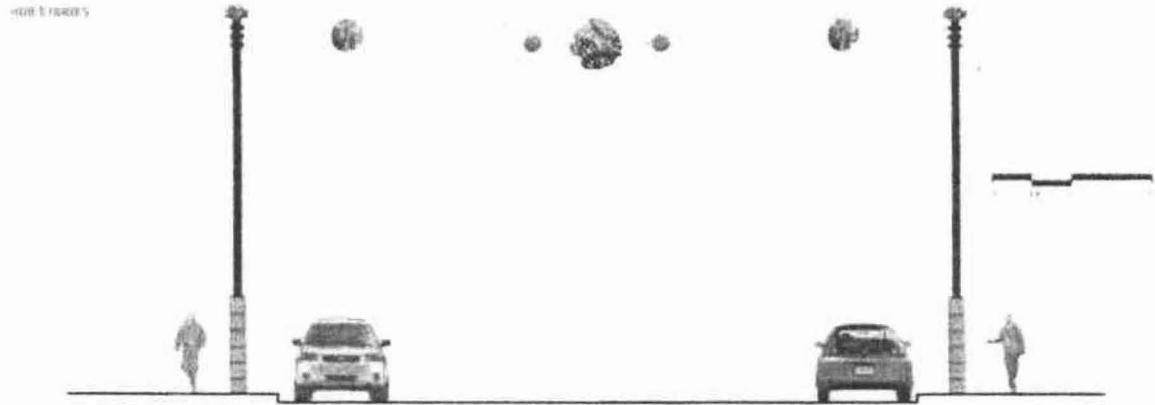
A sealed envelope including one hard copy of the Qualifications Submissions and one digital file copy should be delivered to the following:

**RE: REQUEST FOR QUALIFICATIONS – PROFESSIONAL ARTIST SERVICES for
THE HUB STORIES PHASE 1 IMPLEMENTATION**
Ms. Katie Essing, Executive Director
The District
11 S. Tenth St.
Columbia, MO 65201

(Note: the digital file copy can be submitted with the hard copy on disc/drive or be emailed to Katie Essing at kessing@discoverthedistrict.com)

All Qualification Submissions are due by 4:00 p.m. (CST) on Tuesday, October 06, 2015.

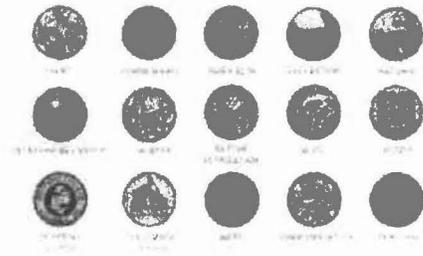
Exhibit B: The Hub Stories Concept



HUB STORY RENDERING



POTENTIAL HUB STORY CONCEPTS



ARCTURIS



**RESPONSE TO REQUEST FOR QUALIFICATIONS - ARTIST SERVICES for
THE HUB STORIES PHASE 1 IMPLEMENTATION**

Submitted by:

McMillen Industries

1501 N Chapman Lane - Columbia, MO

Adam McMillen owner/operator

1611 Highridge Circle - Columbia, MO

mr.mcmillen@hotmail.com

573-355-2410

To:

Ms. Katie Essing, Executive Director

The District

11 S. Tenth St.

Columbia, MO 65201

A) Introduction:

The Hub Stories Project will be a number of public art installations consisting of globes suspended over roadways via cables and poles. The globes will have varying themes appropriated to the area to be installed, such as:

- 1) Active Recreation/Cycling: Flat Branch Creek Trailhead, near the intersection of 4th and Locust Street.
- 2) Local Art: on Walnut Street near 10th Street in the heart of North Village Art District.
- 3) Theater/Film: near the historical Missouri Theater on 9th Street, between Locust and Elm Street.

The approximate budget for the artwork is \$10,000-\$12,000 at each of the Hub Stories.

The artist shall determine the artistic expression, scope, design, size, color, material and texture of the work, subject to review and acceptance of the work by The District. The artist is expected to be cognizant of long term maintenance, durability, and public safety in the design and fabrication of the Hub Stories globes.

This project involves the services of program /landscape architect, an engineer and general contractor. The engineer and landscape architect have responsibility to design the project, produce detailed plans for the construction of the project and to oversee construction of the projects as The District's design professionals.

The design professionals will design the structural, electrical civil and aesthetic components of the Hub Stories elements such as poles, cables, lighting, pavement and structural footings.

The General Contractor's responsibility is to construct the project as it has been designed as well as install the public artwork , designed and fabricated by the selected artist.

The artist's responsibility is to design and fabricate a work of public art to enhance the project. The artist will provide all materials, equipment, services and supplies as well as meet a maximum of five (5) times with The District and the design professionals.

B) Artist Profile:

My name is Adam McMillen, owner/operator of McMillen Industries. I have been professionally designing and producing art in the Columbia area for over two years in the form of custom signage for local businesses, many of which are located in The District. I specialize in industrial arts such as welding, machining, woodworking and lighting. Some of my past clients include: Rose Music Hall, Logboat Brewing Co., Roxy's, and Broadway Brewery. I utilize steel, aluminum, wood and LEDs as design elements along with subcontracting outside companies to perform more specialized duties such as CNC plasma cutting and routing, specific to each project.

My main focus during my training and exploration of artistic expression has been centered around design and composition. I am a classically trained artist from a young age, excelling in painting, ceramics and illustration. As my career has progressed, thanks to my experience in the construction trade, my interests have grown along with my skill set.

For a number of years I worked as a Restoration Technician for The Blue Note, restoring and repainting much of the building including the proscenium arch over the stage as well as the balcony face and molding.

After completing my duties at The Blue Note I changed my focus to welding and fabrication. When my skills had grown to a marketable commodity I opened my own workspace and began to take on creative projects and building my business around just that. Using professional tools and equipment I strive to create one of a kind works of art that are made to last, withstanding weather and abuse.

With my experience, drive and know how I believe I am a good fit for the Hub Stories Project and I would be delighted to be involved. Thank you for your consideration.

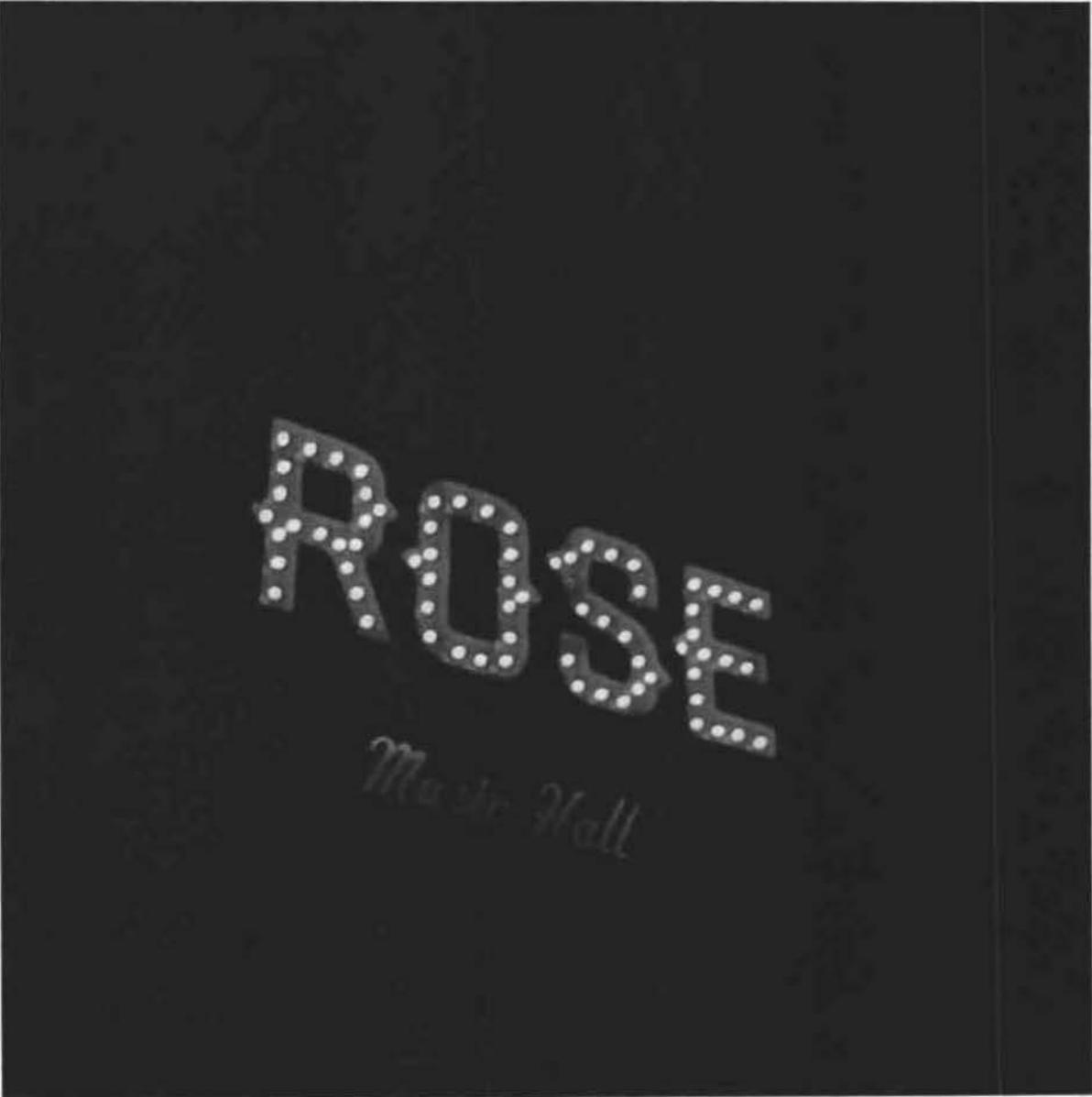
C) Resume of proposed Artist:

(See attached)

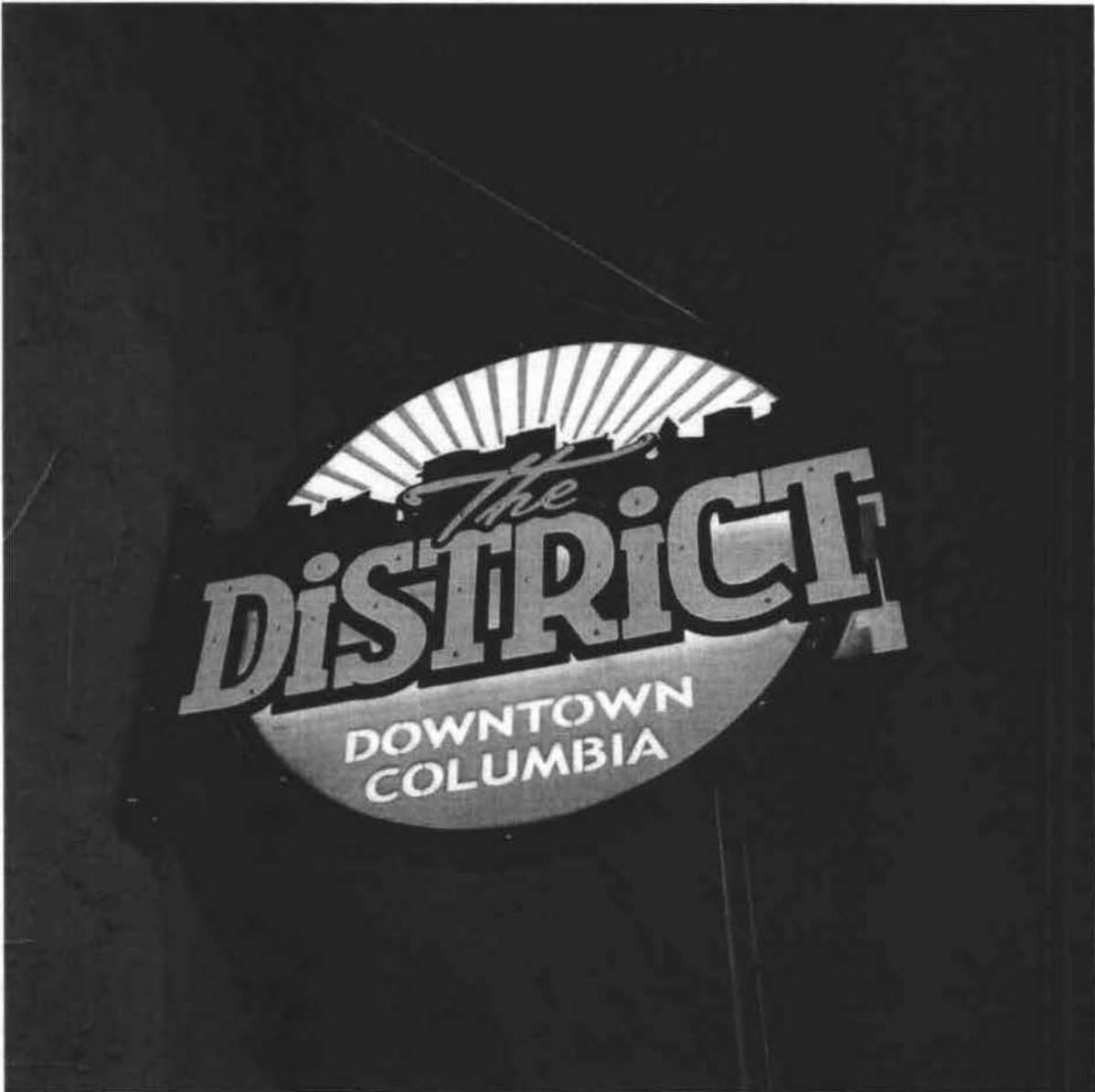
D) Project examples:

- 1) Rose Music Hall- Lighted steel and aluminum sign

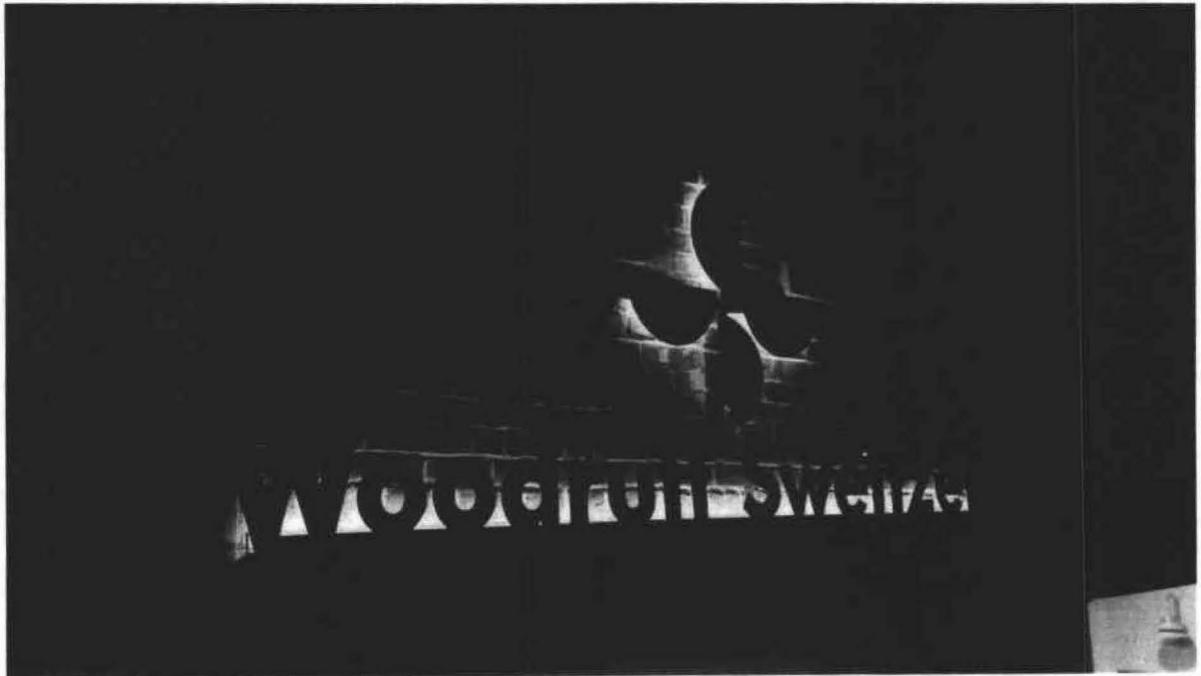




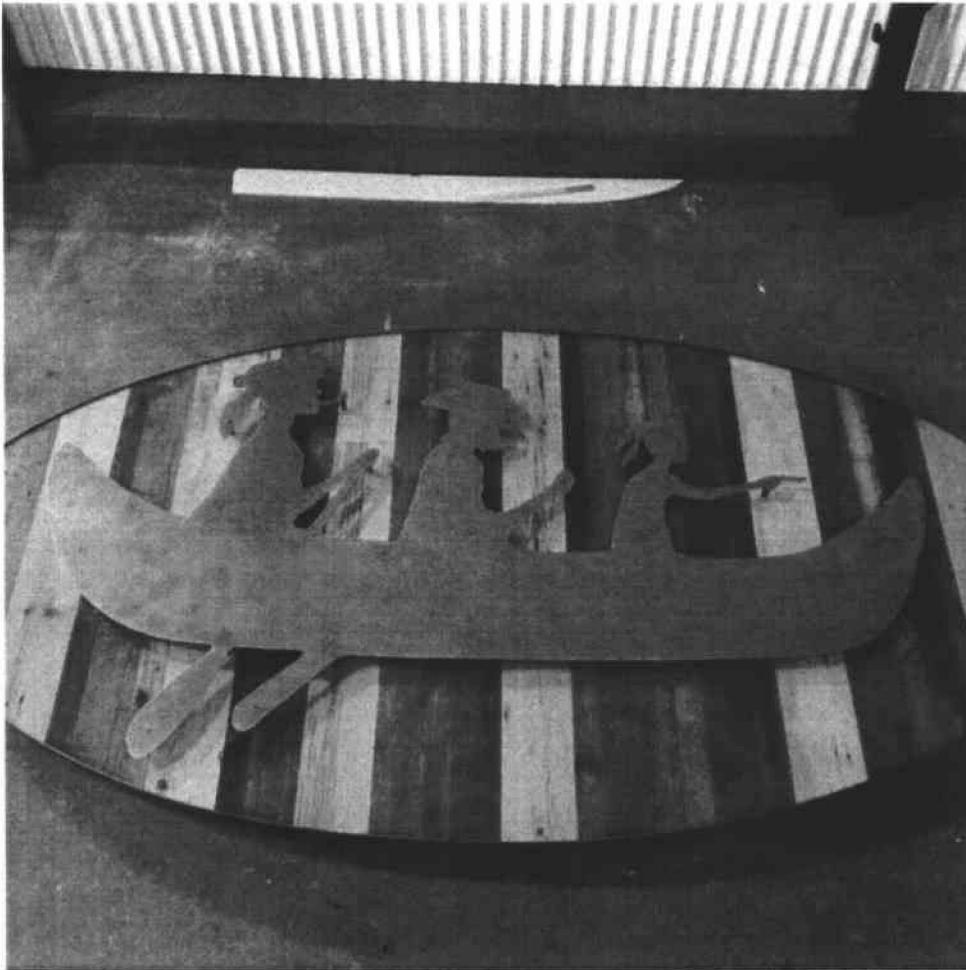
2) The District- Protruding steel sign



3) Woodruff Sweitzer- Backlit Steel and aluminum sign



4) Logboat Brewing Co. - Wood and sandblasted Steel sign and sandblasted Steel Letters





5) Wolf's Head Tavern- Lighted Steel and Acrylic Sign



E) References:

- 1) Rose Music Hall- Matt Gerding (608) 469-0748
matt@thebluenote.com
- 2) Logboat Brewing Co.- Tyson Hunt 573-673-4961
tyson@logboatbrewing.com
- 3) Woodruff Sweitzer- Steve Sweitzer sweitzpalooza@gmail.com
- 4) Thumper Entertainment- Richard King (573) 489-5701
rking@thumperentertainment.com
- 5) Roxy's- Jesse Garcia (573) 268-7608 roxyscomo@gmail.com



Adam McMillen

McMillen Industries

1619 Highridge Circle

Columbia, MO 65203

mr.mcmillen@hotmail.com

(573) 355-2410

Personal Summary:

A talented and hardworking artist who has a long track record of creating original pieces of artwork, through a variety of mediums. Adam comes to you from a strong artistic background, with a history of excellent craftsmanship with the ability to create art that can withstand the forces of nature. He can work with a variety of materials such as steel, aluminum, patinas, dyes and lighting to create superb works of three dimensional art. To him the clients needs are paramount. With that in mind, Adam strives to stay up to date with the latest artistic tools and technologies. Right now he is looking to work on exciting projects that will further define his career as an artist.

Career History:

The Blue Note

Restoration Technician 2007-2012

Responsible for outlining and executing restoration efforts and projects in The Blue Note.

Duties-

- Outlining and creating timelines for restoration projects.
- Defining the expenses and schedule for these projects.
- Executing the projects with consideration to budgetary and scheduling restrictions.

McMillen Industries 2013-Current

Owner/Operator

Designing and creating signs and other custom items for people and businesses.

Duties-

- Meeting with clients
- Designing
- Creating detailed bids and proposals
- Acquiring permits
- Fabricating

- Installation
- Repair

Key Skills and Competencies-

- Design
- Welding and Fabrication
- Creating detailed bids and proposals
- Woodworking and Construction
- Subcontracting
- Preparing Permit applications
- Research

References-

Richard King -The Blue Note- (573) 489-5701
rking@thumperentertainment.com

Steve Sweitzer -Woodruff Sweitzer- sweitzpalooza@gmail.com

Matt Gerding -Rose Music Hall/The Blue Note- (608) 469-0748
matt@thebluenote.com

Tyson Hunt -Logboat Brewing Co- (573) 673-4961
tyson@logboatbrewing.com

Jesse Garcia -Roxy's/The Social Room- (573) 268-7608
jesse.roxyscomo@gmail.com

McMillen Industries

Artist Contract

This agreement is made on this 5 day of January ²⁰¹⁶ ~~2015~~ between Adam McMillen of McMillen Industries (hereinafter called the "Artist") and Downtown CID of Columbia, Mo (hereinafter called the "client").

In consideration of the mutual promises and agreements of the parties hereto, as herinafter set forth, it is agreed as follows:

1. COPYRIGHT. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., Sections 101, et. seq., and all other rights in and to the Artwork, except ownership and possession and except as such rights are limited by this Section 1 and by Section 2.

(a) This Section 1 does not prevent the Owner from giving its permission for the Artwork to be reproduced in other publications that are offered for sale, provided that the Owner receives no payment for such permission. The Owner is not responsible for any third party infringement of Artist's copyright and is not responsible for protecting the intellectual property rights of the Artist.

2. REPRODUCTION

(a) Since it is the intention of the parties that the Artwork as accepted by the Owner shall be unique, the Artist hereby agrees not to make an exact duplicate or three dimensional reproduction of the final Artwork or permit others to do so except by written permission of the Owner.

(b) The Artist hereby grants to the Owner and its assigns an irrevocable license to make photographs, drawings, and other two dimensional reproductions of the Artwork for noncommercial purposes without prior consent of the Artist, including but not limited to reproductions used in advertising, art books or art videos, brochures, history books or history videos, media publicity, and the Owner's

portfolio of public art, catalogues or other similar publications, provided that these rights are exercised in a reasonable manner.

3. ARTIST CREDIT.

The Owner shall provide and install a plaque on or near the Artwork containing a credit to the Artist.

4. GUARANTEE. The Artist does hereby guarantee that said Artwork shall be free from

any and all defects of any kind and nature in material, workmanship, fabrication and installation, and the Artist shall provide the necessary materials and labor for, and shall bear any expenses in connection with repair of such defects of which the Artist is given written notice by the Owner within two years from the date of the Owner's final acceptance of the Artwork. The Artist will not be responsible for damage resulting from fire, vandalism or acts of God.

5. ORIGINAL WORK. The Artist warrants that the Artwork designed for the Owner under this Contract is a unique or original project of the Artist's creative efforts; that it is an edition of one, unless otherwise stated; and that it has not been nor will be for sale or installed elsewhere.

6. LIABILITY. The Artist shall save and hold harmless the Owner and its agents with respect to any damages which may be alleged to have arisen from any acts or omissions of the Artist, or agents or employees of Artist, alleged to have been done during the term of this Contract, and further waives any rights against the Owner for any and all injuries or damages alleged to have arisen during the term of this Contract.

7. INSURANCE. The Artist, at the time the work is installed on site until completion thereof, at the Artist's sole cost and expense, shall obtain, furnish and maintain in full force and effect a liability insurance policy to protect the Owner against any and all claims for personal and property injury, including death arising

from the work, with the limits as approved by the Owner, issued by an insurance company licensed by, and qualified to do business in, the State of Missouri.

8. **RISK OF LOSS.** The Artist shall bear the risk of loss or damage to the Artwork until the Owner's final acceptance of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss of damage prior to the Owner's final acceptance of the Artwork.

9. **ACCEPTANCE OF ARTWORK.** The Artist shall notify the Owner in writing when Artist has completed the design, fabrication, and installation of the Artwork in accordance with the design and specifications listed in the scope of services. Within 15 business days of receiving notice of the completion of the Artwork the Owner shall notify the Artist of its final acceptance or rejection of the Artwork. The effective date of the Owner's final acceptance shall be the date of the Owner's written notice of its final acceptance.

10. **COMPLIANCE WITH LAWS.** The Artist shall comply with all applicable laws, ordinances, and codes of the State of Missouri and the City of Columbia.

The Owner shall provide to the Artist a list of applicable required permits and approvals, and other existing relevant data uniquely known to the Owner, if any, which is needed by Artist to perform under this Contract.

11. **CHANGES.** All changes to this Contract shall require a written agreement signed by all parties prior to any change.

12. **TERMINATION.** The Owner may, by written notice to the Artist, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of the failure of the Artist to fulfill the Artist's contractual obligations.

(a) If termination is for the convenience of the Owner, the Artist shall be entitled to the full \$24,000.00 less an amount equal to expenses anticipated to be incurred by the Artist at the time of execution of this Contract .

(b) Except as set forth in section 13 below, if termination of this Contract is due to the failure of the Artist to fulfill the Artist's contract obligations, the Artist shall remit to the Owner all payments made to the Artist pursuant to this Contract prior to termination.

13. DEATH OR INCAPACITY. If the Artist becomes unable to fully perform the Artist's responsibility under this Contract due to death or incapacity, such death or incapacity will not be deemed a breach of this Contract or a default on the part of the Artist. However, nothing in this Section 14 shall obligate the Owner to accept the Artwork.

(a) In the event of incapacity, the Artist shall assign the Artist's obligations under this Contract to another artist, provided that the Owner in its sole discretion approves of the new artist. If the parties cannot agree on another artist to complete the Artwork, the Owner may elect to terminate this Contract.

(b) In the event of death, the Owner will work with the designated heir(s) or successors of the Artist to assign the Artist's obligations under this Contract to another artist, provided that the Owner in its sole discretion approves of the new artist. If the parties cannot agree on another artist to complete the Artwork, the Owner may elect to terminate this Contract.

(c) If the Owner elects to terminate this Contract pursuant to this Section 13, all materials purchased for the project or installed on site shall be the property of the Owner. The Artist or the administrator of the Artist's estate shall provide the Owner with comprehensive models and plans that will enable the Owner to complete the Artwork. The Artist shall not be entitled to further compensation and shall not be required to refund to the Owner funds previously paid to the Artist. If the Artwork is completed the Artist and the Artist's heirs and assigns shall retain all rights under Article 2 and the Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice, provided that Artist or Artists heirs and/or assigns provide the Owner with accurate copyright information.

In the alternative, Artist or Artist's heirs/successors/assigns may elect to pay to the Owner a sum equal to all payments made pursuant to this Contract and retain ownership of all materials purchased and work done to date, and may sell or otherwise dispose of the Artwork and any product or material relating thereto at the discretion of Artist or Artist's heirs/successors/assigns.

14. REMOVAL OR DISASSEMBLAGE. The Artist understands that the Artwork is owned by the Owner. As such, at some time in the future, the Owner may move the Artwork to another location or may disassemble it. If that happens, the Owner assumes full responsibility for the moving and reserves the right to reinstall the Artwork at a different site, or to dispose of the Artwork as the Owner deems appropriate. Such a determination is the sole right of the Owner. However, the

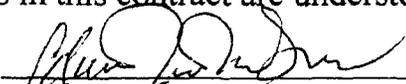
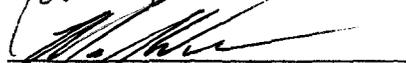
Owner will attempt to contact the Artist or the Artists heirs/successors/ assigns to obtain the views of the Artists or the Artists heirs/successors/assigns regarding relocation or disposition of the Artwork.

15. DISPUTES. This Contract is governed by the laws of the State of Missouri, and all actions shall be brought in an applicable court in Boone County, Missouri.

16. SCOPE OF SERVICES. The Artist agrees to perform the following scope of services under the contract.

- The Artist, as an independent contractor, agrees to supply preliminary design plans for the project (hereinafter referred to as “globes”) found within this contract.
- The client agrees to pay, as full compensation for three globes, the estimated target budget of \$7,500 not to exceed \$8,500 as outlined by the designs in this contract.
- Design changes to the preliminary designs found in this contract that may incur additional costs will be discussed as needed.
- The Artist agrees to fabricate one large globe of the final design (maximum diameter 3’-0”) and two small globes (maximum diameter 1’6”).
- The Artist agrees to attend a maximum of five (5) meetings with The District, program manager and design professionals in the development of the preliminary and final design of the Light Hubs.
- The Artist agrees to assist the general contractor of the Hub Stories Phase I development plans.

The terms in this contract are understood and agreed upon by the following:

Artist  Date 1/1/2016
Client  Date 1/5/2016
Client _____ Date _____