

ARTIST'S CONTRACT
Mural for Columbia Regional Airport

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City" and "Owner") and Jane Mudd (hereinafter "Artist" and "Contractor").

WHEREAS, the City of Columbia is building a new airport terminal (hereinafter "Project") and the City desires a mural for the Project; and

WHEREAS, Artist was selected by City through a competitive process to design and execute a mural in conjunction with the Project (hereinafter "Work" or "Artwork"). The design and execution of the Work shall require artist to coordinate with City and its Design-Builder along with City's Owner's Representative; and

NOW, THEREFORE, City and Artist, in consideration of the mutual covenants set out herein, agree as follows:

1. SCOPE OF SERVICES

Artist shall meet with and work cooperatively with City's Design-Builder, City and its Owners Representative, and all City contractors and subcontractors on the above-referenced Project so as to execute and fabricate the mural. The mural shall be an artistic work, as further described in Exhibit C, suitable and appropriate to the Project and site or sites designated by City as available for the Project.

1.1. GENERAL ASSIGNMENT OF RESPONSIBILITIES

The construction of a new airport terminal involves the services of a Design-Builder and Artist. The Design-Builder has responsibility to design the Project, produce detailed plans for the construction of the Project, and to oversee construction of the Project as City's Design-Builder. The Artist's responsibility is to construct the Work for the Project as it has been designed in a workman-like and economical manner.

Artist shall execute and fabricate the mural to enhance the Project. Artist shall perform all services and furnish all supplies, materials and equipment necessary for the design, execution, fabrication, transportation and installation of the work. All construction work related to the installation of the Artwork in the Terminal will be performed by Design-Builder at Artist's expense. For purposes of this section, construction work shall be defined according to the definition of construction used in Missouri's prevailing wage laws and regulations.

Design-Builder, City staff, Owner's Representative and Artist are expected to meet as necessary so that Artist understands the scope and basic design of the Project and Design-Builder understands Artist's

design proposal and all parties understand the requirements of implementing the artistic Work within the scope of the Project and within budget.

City shall be responsible for preparing the site for Artist's timely installation of the Work. City will provide any necessary lighting and plants.

1.2. ARTIST-IN-RESIDENCE ELEMENT

Artist understands and agrees that in conjunction with this Project, City may obtain a Missouri Arts Council Arts Education grant that will require Artist to be present for a certain amount of time and to interact with the public. For Artist's participation in an artist-in-residence program, as additional and separate consideration, City will pay travel expenses and honorarium, as defined by Missouri Arts Council artist-in-residence guidelines and not to exceed the amount awarded by the grant for such expenses. The scheduling of the residency program shall be mutually agreed upon by City and Artist.

1.3. ARTISTIC EXPRESSION

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 City as set forth in this Agreement. Location of the Work within the Project is indicated in Exhibit B.

1.4. PROGRESS OF WORK AND TIME FOR COMPLETION

A. Notice to Proceed with the Work; Commencement of Work. As promptly as possible after the execution of this Agreement and issuance of a notice to proceed with the Work, Artist shall visit City, make site inspections, meet with the Design-Builder and City officials involved with the Project. Artist shall maintain close contact with the Design-Builder and City officials so that Artist has the necessary knowledge and background relating to the Project and matters affecting the site and potential installation of the Work. City and the Design-Builder shall make available to Artist all plans and proposals for the Project.

B. Notice to Proceed with Painting; Time of Completion. Within seventy (70) days after City issues a notice to proceed with the painting, Artist shall complete the work, in accordance with the mural design set forth in Exhibit C at the location set forth in Exhibit B. The mural shall be durable, taking into consideration that the Site is an unsecured public space that may be exposed to temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements will be reasonable in terms of time and expense. Artist shall complete the Work within the time set out in the schedule approved by City for the Work's execution. The time of performance may be extended or modified with the written consent of the City's Manager of Cultural Affairs.

1.6. EXECUTION OF THE WORK

A. Artist shall furnish to City for approval a written schedule for the execution, fabrication and installation of the Work, including a listing of and contact information for any and all sub-contractors. Artist shall complete and install the Work substantially in conformance with the approved mural design (Exhibit C) and in accordance with the written schedule approved by City.

B. City shall have the right to review the Work at reasonable times during the fabrication thereof or to request and receive written progress reports and photographs.

1.7. INSTALLATION AND PRESERVATION

A. Artist shall notify City in writing when fabrication of the mural is completed in compliance with the approved schedule in section 1.6.

B. Within thirty (30) days after the installation of the Work, Artist shall furnish City with digital scans of the completed Work, taken from a sufficient variety of viewpoints so to completely illustrate the Work.

D. After the installation, Artist shall be available for at least one (1) presentation to the public about the Project.

E. Artist shall provide City written instructions for the appropriate maintenance and preservation of the Work. The Work shall be designed so as to not routinely require extensive or extraordinary maintenance or conservation measures.

F. The risk of loss or damage to the Work shall remain with Artist until the Work is completed at the Project site. Upon completion, the risk of loss or damage to the Work shall be borne by City.

1.8. FINAL ACCEPTANCE

A. Artist shall advise City in writing when the Work is completed to Artist's satisfaction.

B. City shall inspect the installed Work and shall present Artist with a detailed listing of any observed flaws or any service required by this Agreement left undone.

C. Upon all the terms of the agreement being satisfied, City shall notify Artist in writing of its final acceptance of the Work.

2. PAYMENT AND COMPENSATION

For the design, execution, and completion of the Work contemplated by this Agreement, Artist shall be paid an amount not to exceed sixteen thousand dollars (\$16,000.00). This amount shall be full compensation for all travel and services rendered by Artist and all supplies, materials and equipment used by Artist to design, execute, fabricate, and complete the Work.

2.1. Payments shall be made to Artist in the following installments:

a. Within ten days of the Effective Date, City shall pay Artist eight thousand dollars (\$8,000.00)

b. Within twenty (20) days of the Notice to Proceed with Painting, City shall pay Artist two thousand dollars (\$2,000.00)

- c. Within thirty (30) days of the City's final acceptance of the mural, City shall pay Artist six thousand dollars (\$6,000.00)

2.2. ARTIST'S EXPENSES

Artist shall pay any sales, use or excise taxes, and installation costs, and the costs of all travel by Artist and any Agent of Artist, which may be due or necessary in the proper performance of the services required by this Agreement.

3. RESERVED

4. TITLE AND WARRANTIES

4.1. Title to the work shall pass to City upon final acceptance. Upon final acceptance, City shall retain the proposal and all written documentation regarding the Work and shall have the right to a copy of all drawings, sketches and designs submitted with the proposal to be used for maintenance, historical documentation and display purposes, and any other lawful purpose.

4.2. Artist represents and warrants that the Work is solely the result of the artistic effort of Artist and is original and unique, does not infringe upon any copyright, trademark or other intellectual property rights, has not been sold elsewhere, and is free from any liens, and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

4.3. Artist represents and warrants that the Work will be durable and executed and fabricated in a workman-like manner and will be free from defects in material and workmanship including defects known as "inherent vice" or qualities which cause or accelerate deterioration of the Work.

4.4. Artist represents and warrants that, for a period of three (3) years after final acceptance, the Work will be free of defects in workmanship or materials, including Inherent Defects (as defined below), and that the Work will be executed in permanent, non-fugitive materials that will not tend to degrade or fade over long-term installation at the Site. "Inherent Defect" refers to a quality within the material or materials, which comprise the Work which, either alone or in combination, results in the tendency of the Work to destroy itself. "Inherent Defect" does not include any tendency to deteriorate that is specifically identified in the Contract Documents approved by City. Artist shall, at Artist's sole cost and expense, remedy any defects in workmanship or materials that appear within a period of one (1) year from the date of final acceptance of the Artwork by City. All repairs or cures to defects shall be consistent with professional conservation standards.

4.5. WARRANTY OF ACCEPTABLE STANDARD OF DISPLAY AND OPERATION

Artist represents and warrants that:

- (a) The Artwork will conform with design specifications and, where Artwork involves electronic, digital, video, mechanical, living, variable, moving or other dynamic components, the

Artwork will also operate, function or perform in accordance with Artist's representations to City without any costs beyond the final Budget for the Artwork or any additional staff assistance.

(b) Occasional or minimal cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Work within an acceptable standard of public display;

(c) Foreseeable exposure to the elements and general wear and tear will cause the Work to experience only minor repairable damages and will not cause the Work to fall below an acceptable standard of public display; and

(d) With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Work will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

5. COPYRIGHT

5.1. Artist agrees that City owns the original Work of art. Artist agrees that this Work shall be a unique example of Artist's work and Artist shall not anywhere else produce such Work in full scale or in three-dimensional models for commercial purposes, nor allow others to do so, without the express written consent of City. Other than the preliminary design proposal materials, all models, final designs, drawings and other work of Artist done in preparation for the Work are to remain the Artist's sole property. Copies of the Work can be made by Artist for the purposes of display or applications for further commission provided City is credited with commissioning the original Work. Whenever Artist sells or displays any model, design work, drawing or copy of the Work, Artist shall credit City with commissioning the original Work.

5.2. City may retain and use a full set of Artist's copyrighted plans and design drawings and other work for maintenance and repair of the Work.

5.3. Artist grants to City an irrevocable license to make two-dimensional reproductions of the Work for commercial and non-commercial purposes, including but not limited to, reproductions used in advertising, brochures, media, publicity and catalogues. Artist hereby grants City the right to use two dimensional reproductions of the work as a logo for City and/or Columbia Regional Airport. City may place this logo upon clothing, hats, cups, cup holders, and any similar items for its own use, the use of City employees, or for sale to the general public.

5.4. The City of Columbia agrees and acknowledges Artist retains all copyrights not herein granted to City. City agrees not to make any reproductions of the Work for profit, other than those previously granted, without prior negotiations with Artist and having received Artist's written permission.

6. ARTIST AS INDEPENDENT ARTIST

Artist shall perform all work under this Agreement as an independent Artist and not as an agent or an employee of City. Artist shall not be supervised by any employee or official of City nor shall Artist exercise supervision over any employee or official of City.

7. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

Artist agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement Artist shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Artist shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Artist shall require each subcontractor to affirmatively state in its contract with Artist that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Artist shall also require each subcontractor to provide Artist with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

8. INSURANCE AND INDEMNIFICATION

8.1 INSURANCE

Artist shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Artist is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Artist under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.

- a. Workers' Compensation & Employers Liability. Artist shall either provide a Waiver or maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- b. Commercial General Liability. Artist shall maintain Commercial General Liability at a limit of not less than \$500,000 Each Occurrence, \$1,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Reserved.
- d. Reserved.
- e. Artist may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Artist agrees to endorse City as an Additional

Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- f. The City of Columbia, its elected officials, agents, and employees and Design-Builder are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between Artist and City. Artist is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Artist fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate the Agreement without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Artist and/or their employees and/or their subcontractors in the performance of this Agreement.
- j. Artist's insurance certificate is contained in Exhibit A.

8.2. HOLD HARMLESS AGREEMENT

To the fullest extent not prohibited by law, Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

8.3 ARTIST'S SAFETY RESPONSIBILITIES

Artist, rather than City, is responsible for site conditions and the health and safety of Artist's employees, subcontractors and agents, and all other persons that work on the Artwork or visit the Construction Site at the invitation of Artist.

To the fullest extent permitted by applicable law, if Artist, Artist's subcontractors, employees or agents occupy or use any portion of the Project prior to Substantial Completion, Design-Builder shall not bear the risk of such use or occupancy and Artist shall cause its separate contractors, employees, or agents to sign an appropriate site risk agreement and an agreement to indemnify Design-Builder (except where prohibited by law) in a form reasonably acceptable to Design-Builder. Artist shall also ensure that its separate contractors have adequate insurance coverage and shall cause its separate contractors to add Design-Builder as an additional insured on the separate contractor's general liability and excess liability policy (except where prohibited by law).

9. ASSIGNMENT, SUBCONTRACTING

Artist understands and agrees that the essence of this Agreement is Artist's personal skill, judgment and creativity and that the Agreement is a personal services contract. Artist shall not assign this Agreement to any other person or party. Artist may subcontract portions of the services to be provided under this Agreement, at Artist's expense, provided that said subcontracting shall not affect the design, appearance or visual quality of the Work and shall be carried out under the personal supervision of Artist. Artist represents herein that any and all of Artist's subcontractors have the knowledge and skills either by training, experience or education to adequately and competently perform the tasks assigned. With regard to any construction work related to the installation of the Artwork at the Project, Artist shall subcontract with Design-Builder for any construction work needed. For purposes of this Section, construction shall be defined by the definition of construction in Missouri's Prevailing Wage law and related regulations.

10. TERMINATION

A. Artist may terminate this agreement if City is in substantial nonperformance with the terms of this Agreement and after thirty (30) days written notice of the noncompliance fails to cure the same.

B. City may terminate this agreement at any time for any reason by giving Artist thirty (30) days written notice of its intent to terminate the agreement. Upon receipt of such notice, Artist shall cease work and not incur any further expenses on the project.

C. The parties agree that obligations under sections 4, 5, 8.2, 8.3 and 22 shall survive the completion or termination of this Agreement.

10.1. PAYMENT UPON TERMINATION

A. If Artist terminates the agreement because of substantial nonperformance of City, Artist shall be entitled to keep all payments made by City prior to termination plus an amount equal to the actual out-of-pocket expenses incurred by Artist in furtherance of the Work which is in excess of the amounts previously paid by City.

B. If Artist is unable or unwilling to execute the Work, then the proposed work plans, drawings, sketches, models and design work shall become the property of City unless Artist returns all funds paid Artist by City. If Artist refuses to return the funds paid and all plans, drawings, sketches, models and design work becomes City property; neither City nor Artist shall fabricate or execute the Work.

11. DEATH OR DISABILITY OF ARTIST

Should Artist die or become physically unable to execute or complete the proposed Work, City may accept the Work as is or if the Work is of the nature that reasonably skilled Artists or Artisans can faithfully execute or complete the Work to Artist’s original design, City may negotiate with Artist or Artist’s estate for the execution or completion of the Work. If such negotiations are in City’s sole opinion unsuccessful, this Agreement shall terminate and Artist or Artist’s estate shall be entitled to no payments from City other than those made prior to the death or disability of Artist.

12. THIRD PARTY BENEFICIARIES

Neither Artist nor City intend to directly or substantially benefit any third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert any claim against Artist or City based upon this Agreement.

13. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written, with reference to the subject matter herein between the parties.

14. NOTICE

Whenever either party desires to give notice to the other, or such notice is required by this Agreement to be in writing, such notice shall be delivered to the parties designated below:

FOR CITY:

City of Columbia
Office of Cultural Affairs
PO Box 6015
Columbia, MO 65205
ATTN: Manager

ARTIST:

Jane Mudd
7076 County Road 112
Fulton, MO 65251

15. MODIFICATION

No modification alteration or change of the terms of this agreement shall be valid unless made in writing, approved by City, and signed by the parties.

16. GOVERNING LAW

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract Document, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

17. NO WAIVER OF IMMUNITIES

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

18. GRANT FUNDING

Contractor acknowledges state and/or federal grant funds are being used for construction of the Terminal. Contractor agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including, but not limited to those set forth herein (collectively "Grant Requirements"). Contractor shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.

A. GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection

and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

D. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

19. PUBLIC WORKS AND PUBLIC IMPROVEMENT PROJECT

To the extent that the fabrication and/or installation of any artwork is a "Public Work" and/or a "Public Improvement" as defined by Missouri or local law, the following additional terms apply, Artist shall also provide City with Contractor's Affidavit for Final Payment and the Final Receipt of Payment and Release.

A. PREVAILING WAGE

If the incorporation of the Work into the Project involves construction as defined by Missouri's Prevailing Wage law and regulations, Artist's budget shall include the amount Artist shall pay to Design-Builder for the construction costs associated with the installation of the Work into the Project.

Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. Unless the project is exempt from the payment of prevailing wages pursuant to Section 290.230 RSMo., this Agreement shall be based upon payment by Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the Work as determined by the Missouri Division of Labor Standards, or, if higher, by the United States Department of Labor. The Missouri and U.S prevailing wage rates are attached as Exhibit D.

In the event prevailing wages are required to be paid in connection with this project, Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the Work.

In the event prevailing wages are required to be paid in connection with this project, pursuant to Section 290.250 RSMo. Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each employee employed, for each calendar day, or portion thereof, such employee is paid less than the said stipulated rates for any Work done under said contract, by Contractor or by any subcontractor under Contractor. After completion of the Work and before final payment can be made under this Contract, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied

with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit E.

B. CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:

1. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
2. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (1) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
3. Pursuant to Section 292.675 RSMo, Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (1.) and (2.) have elapsed. City shall withhold and retain from the amount due Contractor under this Agreement, all sums and amounts due and owing City as a result of any violation of this section.

C. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project. Contractor shall take all necessary steps to protect its own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the Work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.

20. GENERAL LAWS

Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

21. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Artist acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through Artist, shall be accessible to the persons with disabilities. Artist shall provide the services specified in this Agreement in a manner that complies with

the ADA and its related regulations. Artist shall not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Artist, its employees, agents or assigns will constitute a material breach of this Agreement. Artist shall cooperate with City and allow City to take reasonable steps to ensure that the Artwork is accessible to the disabled, with respect to the elimination of both architectural and programmatic barriers. Such cooperation shall include assisting with modifications to the Artwork, or preparing or authorizing tactile models, reproductions, or other materials necessary to provide access to the Artwork.

22. ARTIST'S MORAL RIGHTS; CITY'S OWNERSHIP RIGHTS

A. City, having expended considerable public funds to commission the Artwork, intends to display the Artwork at the Site as originally created by Artist and to maintain the Artwork in good condition. Public artworks commissioned by City are sometimes integrated into their site, such that they become an integral, permanent and site-specific part of the building's architecture or landscaped environment and removal of the artwork would result in significant changes to the artwork and the building's architecture. City, however, shall preserve complete flexibility to operate and manage City property in the public's interest. Therefore, City retains the absolute right to alter the Artwork in City's sole judgment. For example, City may alter the Artwork to eliminate hazard, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. If, during or after the term of this Agreement, City finds the Site to be inappropriate, City has the right to install the Artwork at an alternate location that City chooses in its sole discretion. If the Artwork is free-standing such that it can be removed without significant damage to the Artwork or the Site, and if City authorizes the removal of the Artwork, City shall take reasonable precautions to minimize alteration of the Artwork during removal.

With respect to the Artwork produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without Alteration of the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for Alteration of the Artwork.

B. If City intends to take any action with respect to the Site or the Artwork that would Alter the Artwork, other than routine cleaning and maintenance, the following procedures shall apply:

- (1) Notice. Where time permits, City shall make reasonable good faith efforts to notify Artist at least 20 calendar days prior to authorizing any Alteration of the Artwork, at the last phone number or address provided by Artist to City. Where time does not permit prior to Alteration of

the Artwork – for example, in cases of public hazard, accident or unauthorized Alteration – City shall notify Artist within thirty (30) calendar days after such Alteration.

(2) Consultation. After receiving such notice, Artist shall consult with City to determine whether the Artwork can be restored or relocated, and to attempt to come to a mutually agreeable plan for disposition of the Artwork. Such consultation shall be without charge by Artist unless otherwise specifically agreed in writing. If City intends to remove the Artwork, Artist shall consult regarding methods to minimize or repair any Alteration to the Artwork caused by such removal and the potential costs of such removal.

(3) Restoration. If the Artwork is Altered, with or without prior notice to Artist, and City intends to maintain the Artwork on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to restore the Artwork to its original condition, to compensate Artist for any restoration work, or to maintain the Artwork on display. If Artist fails or refuses to negotiate with City in good faith with respect to any restoration, City may contract with any other qualified art conservator for such restoration. During Artist's lifetime, City shall make good faith efforts not to display or deaccession only a portion of the Artwork without Artist's consent.

(4) Removal by Artist. Where time permits, if City intends to take action that will destroy or significantly alter the Artwork, such as destruction of all or part of the Site, and City determines that it will not remove the Artwork itself, City shall allow Artist to remove the Artwork at Artist's expense within 60 days of notice from City of the need to remove the Artwork, in which case title shall revert to Artist upon Artist's removal of the Art. If Artist fails to remove the Artwork within that 60 day period, City may alter the Artwork in any manner, including destroying it, in City's sole discretion.

(5) Remedies. If City breaches any of its obligations under this Section, Artist's remedies shall be limited as follows: If City inadvertently fails to provide a required prior notice of Alteration, City will provide notice as soon as it discovers the omission, and before Alteration of the Artwork if that remains possible. If City Alters the Artwork without providing Artist a required prior notice of Alteration, Artist shall be given the first right of refusal to restore the Artwork at the same location and City shall make reasonable efforts to provide funding for the restoration. If City funds cannot be made available after reasonable efforts are made to secure such funding, Artist may, but is not obligated to, restore the Artwork at Artist's expense. If Artist elects not to restore the Artwork, City may retain another artist or conservator to restore it, or may Alter the Artwork in any manner, at City's sole discretion.

C. If City Alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. §106A(a)(2).

D. Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of City, Artist retains Artist's moral rights in the Artwork, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim for Alteration of the Artwork against a third party who is not an officer, employee, agent, successor or assign of City. City has no obligation to pursue claims against third parties to remedy or prevent Alteration of the Artwork. However, as owner of the Artwork, City may pursue claims against third parties for damages or to restore the Artwork if the Artwork has been altered without City's authorization.

E. For purposes of this Section, "alter" or "alteration" means, with respect to the Artwork, to alter, repair, modify, remove, relocate, sell, dispose of distort, destroy, mutilate, or deface.

F. Although City strives to maintain City's Art Collection in good repair and condition, City is not required by this Agreement to maintain the Artwork to any particular standard. City may determine to allow the Artwork to deteriorate in accordance with the Artwork's temporary life span, if deemed appropriate by City or if City lacks sufficient funds for required maintenance and/or conservation. If the Artwork suffers deterioration, City shall have sole discretion to determine whether to remove the Artwork from display as a result of deterioration, whether to replace any portion of the Artwork or translate any component into new media, or whether to maintain the Artwork on display despite its deteriorated condition. City in its sole discretion may re-evaluate the Artwork to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Artwork. If City determines that, through decay, vandalism or other forces, the Artwork has lost its integrity to the point where it should be removed or destroyed, City may take whatever action City deems appropriate.

23. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

24. CONTRACT DOCUMENTS:

The Contract Documents include this Agreement and the following attachments or exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Contractor's Insurance Certificate
B	Request for Qualifications


- C Mural Design
- D Prevailing Wage Order
- E Affidavit of Compliance with the Prevailing Wage Law
- F Work Authorization Affidavit
- G Contractor's Affidavit for Final Payment
- H Final Receipt of Payment and Release

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager 

Date: _____

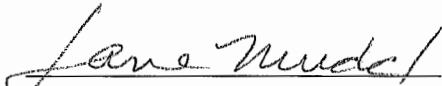
ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

ARTIST

By: 
Jane Mudd

Date: Mar 23 2022

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. * _____) and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. *55416288-604990, AP111

Matthew Lue, Director of Finance

Exhibit A

Contractor's Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Russ Weyland State Farm Agency 2606 North Bluff Street Suite 104 Fulton, MO 65251	CONTACT NAME: Russ Weyland PHONE (A/C, No, Ext): 573-642-2727 E-MAIL ADDRESS: russ@sfruss.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : <input type="checkbox"/> INSURER C : <input type="checkbox"/> INSURER D : <input type="checkbox"/> INSURER E : <input type="checkbox"/> INSURER F : <input type="checkbox"/>
INSURED Jane Mudd 7076 COUNTY ROAD 102 Fulton, MO 65251	NAIC # 25143

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			95NL02385	03/21/2022	03/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured on the general liability policy as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Columbia, Missouri PO Box 6015 Columbia, MO 65205 Nabholz Construction Corporation 17300 W 116th Street Lenexa, KS 66219	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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Exhibit B
Request for Qualifications



REQUEST FOR QUALIFICATIONS CALL TO ARTISTS: MURAL PROJECT

Columbia Regional Airport Terminal
Columbia, Missouri

Deadline to apply: Friday, November 19, 2021

OVERVIEW

The City of Columbia, Missouri, invites **Missouri artists**, to apply for a public art mural project at the Columbia Regional Airport. The City seeks an artist or artist team to create a new site-specific, mural inside the new airport terminal. The project is being implemented by the city's Office of Cultural Affairs (OCA). At this point, artists should submit qualifications only, not a design proposal (see Selection Process and Application Information). After finalists are selected, they will be invited to create design proposals for a stipend.

ABOUT THE COLUMBIA REGIONAL AIRPORT TERMINAL

Construction is currently underway for the new airport terminal, located on the grounds of the existing Columbia Regional Airport.

New terminal design rendering



Columbia Regional Airport (COU) is home to United Airlines and American Airlines with more than 125,000 passenger enplanements per year. COU is identified as a non-hub primary commercial service airport by the Federal Aviation Administration (FAA) with daily service to Chicago and Dallas-Fort Worth. Because of growth in number of passengers and flights per day and limited space to comply with the Americans with Disability Act and Transportation Security Administration requirements, the existing terminal building no longer has the capacity to meet the demands of the flying public. As a result, a new terminal is needed. Construction of the project is currently underway with an opening of the new terminal planned for summer 2022.

For more information about the airport improvement process, visit www.flycou.com.

MURAL PROJECT

The mural site is the north wall next to the ticketing counter. Dimensions are 17'-8 ½" W x 10'-8" H. Wainscoting is planned for the bottom 3' of the wall, and the mural will begin 3' off the floor. The mural will be painted directly onto the wall.

As this is a regional airport, the City's intent is to have the mural reflect the overall catchment area that is served by the airport. The mid-Missouri catchment area includes the following counties: Boone, Callaway, Cole, Moniteau, Cooper, Howard, Randolph, Monroe, Audrain, Montgomery, Gasconade, Osage, Maries, Miller, Camden, Morgan, Benton, Pettis, and Saline ([click here to view map](#)).

Modern or abstracted landscapes and/or imagery that is a nod to the rich history of the land and heritage of the region are artistic concepts to consider.

Successful designs will be complementary to the overall look and feel of the terminal and seamlessly be incorporated into the building's interior space. Consideration should be given to the chosen building materials and fixtures as well as the proximity to the other art pieces in the main lobby. Renderings of the terminal design are included in this RFQ (applicants can [click here to download more images of the terminal design](#)).

Designs should NOT include copyrighted or trademarked images (i.e. references to the University of Missouri or other institutions or businesses) and should not reference any specific historical Missourians.

Terminal Floor Plan and Building Materials



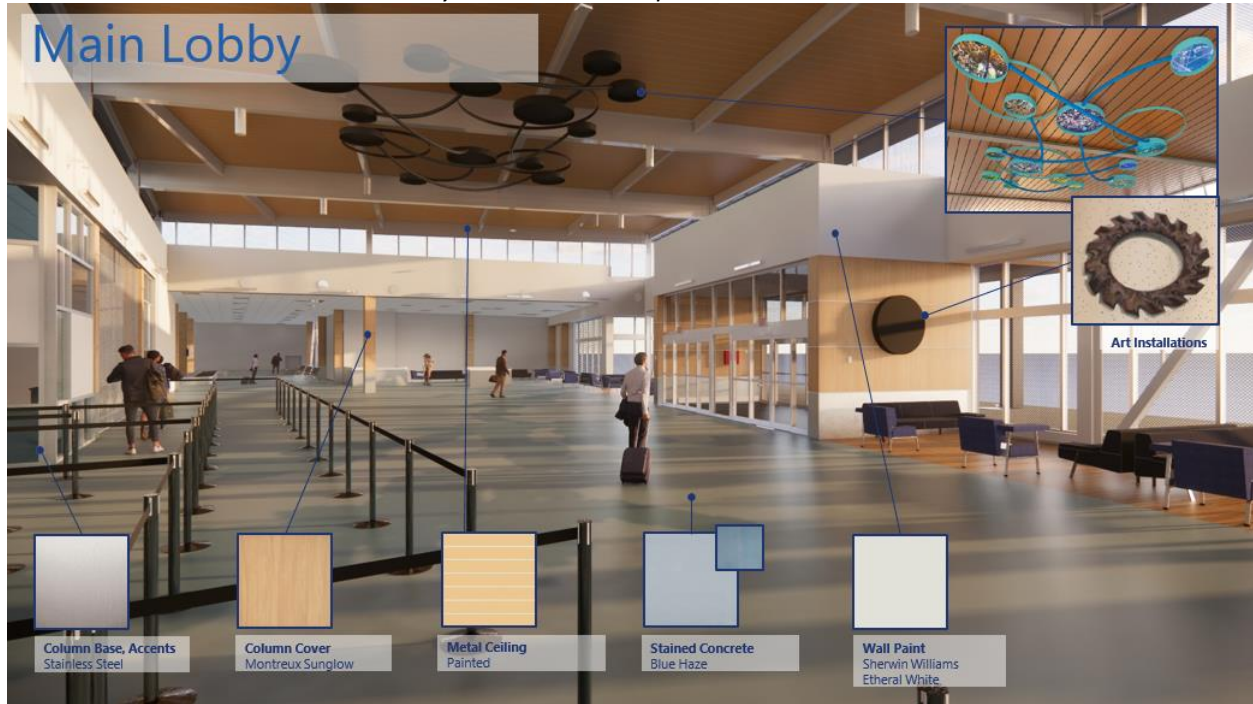
Ticketing Lobby – Mural location



Main Lobby – Ticketing mural location on far wall



Main Lobby – Includes other planned art installations



BUDGET

Once the artist(s) is selected to move forward with the project, the budget for the mural project is \$15,000. The amount must include all artist fees, insurance, materials, fabrication, installation, etc.

ARTIST ELIGIBILITY

The project is open to all artists and artist teams, 18 years and older, who are **legal residents of the United States residing in Missouri** (will also consider artists across state lines in Kansas City and St. Louis metro areas). Professional artists with experience in the field of public art, specifically murals, are encouraged to apply. All applicants, regardless of race, sex, religion, nationality, origin or disability, will be considered.

ARTIST SELECTION PROCESS

The city's Standing Committee on Public Art – made up of artists, arts professionals, and community representatives – will review applications and choose finalists. Applications will be evaluated on the basis of artistic and technical merit and strength of past work. Relevant work in the field of public art and murals is desirable. No more than three finalists will be chosen from the applicant pool and asked to develop design proposals, and they will each receive an honorarium of \$1,000.

After a public comment period, all finalists who submit design proposals will be invited to interview with the project selection panel where their designs will be reviewed. The selection panel will recommend the

applicant(s) they believe to be most qualified for the project and chosen design to the city's Commission on Cultural Affairs. The Airport Advisory Board will also review the chosen design. The City Council will finalize the decision. Once the contract has been approved by City Council, the selected artist(s) will be able to move forward with creation of the artwork. The artist(s) will coordinate with the terminal building contractors to schedule a timely installation of the work to coincide with the opening of the building.

APPLICATION INFORMATION

To be considered, submit the following via online form. Hard copy applications will not be accepted:

- Current résumé
- Contact information for two professional references
- A minimum of three and a maximum of ten images of completed works or projects (submitted electronically)
- An annotated image list that corresponds to visual submissions. It should give the image number, title of the work, medium, dimensions, year of completion, project location, budget, commissioning agency and a brief description (<100 words).
- A typed statement of interest, no more than 500 words, that outlines how you might approach this project if selected, what materials you might use, how this project could relate to your current work, etc. Do not include sketches or a developed description of a possible installation, just the basic statement of interest.

The online form will also include the following questions:

- Are you currently employed by the City of Columbia? [Yes / No]
- Is your partner and/or immediate family employed by the City of Columbia? [Yes / No]
- Do you currently serve on a board or commission for the City of Columbia? [Yes / No. If yes, please explain]

Do not send any materials not specifically requested. If sent, they will not be reviewed by the selection panel.

APPLICATION DEADLINE

Applications must be submitted via **online form** by Friday, November 19, 2021 by 5:00 p.m. Emailed applications cannot be accepted. Late and incomplete submissions will not be considered.

SUBMISSION INFORMATION

Access the online submission form on the Office of Cultural Affairs website at <https://www.como.gov/cultural-affairs/call-for-artists/>

INQUIRIES

City of Columbia, Missouri, Office of Cultural Affairs, 573-874-7512 or OCA@CoMo.gov

TERMS AND CONDITIONS

This request for qualification (RFQ) does not commit the City of Columbia (City) to enter into an agreement with any applicant and is not an offer for contract. All City arts programs are contingent upon availability of funds. At its sole discretion, the City may reject any or all applications, may modify or terminate the application or selection processes and without prior notice. Applicant agrees that all materials submitted become the property of the City and shall not be returned. Notwithstanding the foregoing, applicant shall retain all copyright in the submitted materials. The applicant certifies that the information contained in the application is true and correct to the best of applicant's knowledge. The City is not responsible for damage or loss of materials submitted. Failure to comply with all the requirements of this RFQ will constitute an invalid application.

RESERVATION OF RIGHTS

The City of Columbia (City) reserves the right at any time to supplement, amend or otherwise modify this solicitation and to request additional information from any participating artists for any reason and without prior notice. In addition, the City reserves the right to accept or reject at any time prior to the commissioning of a work, any or all proposals; to waive any defect or technicality; and to advertise for new requests for qualifications.

TITLE VI SOLICITATION NOTICE

The City of Columbia, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Exhibit C
Mural Design

Exhibit C Mural Design



Artist: Jane Mudd

Design Statement: I chose the Missouri River as the main subject because I felt it is the most prominent and cherished landmark of the area, not to mention, it is a subject that I have been painting for past several decades. Coming up with a visually exciting design that would fit into the airport décor and be appealing both near and far was important for me. A bluff overlook that encompasses the vastness of the area seemed appropriate for this project.

I decided to include the wetlands near Eagle Bluff, the MR 340, Katy Trail, and some of the River Relief folks working on a sandbar. These images reflect some of the local ingenuity, outdoor recreation and community involvement that make Columbia and surrounding towns outstanding places to live. Farming communities are across the river and further downstream there is a suggestion of river towns. I think barges still play a part of the commerce and river life, so I put one in.

Once the image is scaled to the 10 ½' x17 ½' wall other surprises (animals and insects) may come to light.

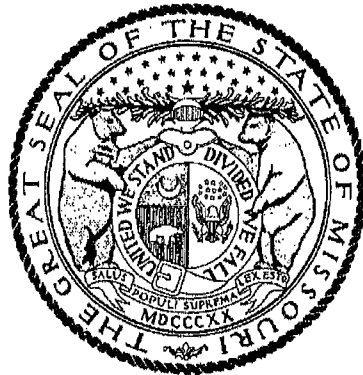
I plan to both project the image and grid the wall and see which one works best for the transfer. I have experience with the grid approach from small scale to very large, and will most likely start with that. But I also have access to a projector and would like to see how that will help especially in finetuning details. We own scaffolding and ladders, and I will have help putting that up as well as taking it down. I may have help with some initial painting, but not sure yet about that. I'm estimating 2 months from start to finish.

Exhibit D
Prevailing Wage Orders

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$53.30
Boilermaker	*\$29.89
Bricklayer	\$47.96
Carpenter	\$45.52
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$43.58
Plasterer	
Communications Technician	\$51.71
Electrician (Inside Wireman)	\$52.90
Electrician Outside Lineman	\$74.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$29.89
Glazier	\$39.34
Ironworker	\$59.74
Laborer	\$39.77
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$29.89
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$59.21
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$37.48
Plumber	\$66.54
Pipe Fitter	
Rofer	\$54.20
Sheet Metal Worker	\$53.89
Sprinkler Fitter	\$55.78
Truck Driver	*\$29.89
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$48.97
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$74.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.32
General Laborer	
Skilled Laborer	
Operating Engineer	\$56.12
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$29.89
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Exhibit E

Affidavit of Compliance with the Prevailing Wage Law

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally came and appeared _____,
(Name)

_____, of the _____,
(Position) (Company Name)

a (Corporation), (Partnership), (Proprietorship), and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Annual Wage Order No. _____ issued by the Missouri Division of Labor Standards on the _____ day of _____, 20_____, in carrying out the Contract and work in connection with:

(Name of Project)

located at _____ in

_____ County, Missouri, and completed on the _____ day of

_____, 20_____.

(Signature)

Personally appeared before me, a Notary Public, within and for the County of

_____.

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.

My Commission expires _____, 20_____.

(Notary Public)

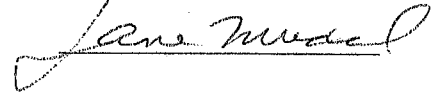
Exhibit F

Work Authorization Affidavit

Artist exempt from requirement. See certification on following page.

I certify that I do not have any employees and that I am a U.S. Citizen.

Jane Mudd

A handwritten signature in cursive script that reads "Jane Mudd". The signature is written in black ink and is positioned below the printed name.

Date: Mar 22 2022

Exhibit G

Contractor's Affidavit for Final Payment

AFFIDAVIT FOR FINAL PAYMENT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor Address City State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the _____ day of _____, 20_____, covering work to be performed and material to be furnished for:

Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

Balance of said Contract DOLLARS,

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

Contractor

Personally appeared before me, a Notary Public, within and for the County of

_____,
State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.
My Commission expires _____, 20____.

(Notary Public)

Exhibit H

Final Receipt of Payment and Release

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

_____ hereinafter called "Subcontractor" who heretofore entered into a Subcontract with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this _____ day of _____, 20_____.

Name of Subcontractor

Typed or Printed Name

Signature

Title