

ARTIST'S CONTRACT
"Percent for Art" Project: 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 Chris Morrey Studio LLC, a limited liability company organized in the State of Missouri (hereinafter "Artist" and "Contractor").

WHEREAS, City has implemented a public art program by allocating a percentage of the capital costs of certain public works to the commissioning of public art; and

WHEREAS, the City of Columbia is building a new airport terminal and the City Council has determined that the "Columbia Regional Airport Terminal" (hereinafter "Project") is a Percent for Art project and funds are available for public art; and

WHEREAS, Artist was selected by City through a competitive process to design and execute a work of art 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 City Council approved design proposal for the Work. Work shall be an artistic work 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 a work of public art 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.

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. The preliminary design proposal is subject to the approval of the City Council. Location of the Work within the Project will be determined by City upon the approval of the final Project plans.

1.4. PROPOSAL

A. As promptly as possible after the execution of this Agreement and issuance of a notice to proceed, 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. Within sixty (60) days after City issues a notice to proceed, Artist shall prepare and submit a proposal for the artistic Work for the Project. The proposal shall be a detailed explanation of the Work and be accompanied by full color artist's renderings approximately to scale for two-dimensional work or scale model for three-dimensional work. The Artwork 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.

The proposal shall state the materials, dimensions, weight, finish of the Work, suggest the location of the Work, engineering, mounting, lighting and maintenance needs and set out an expected budget. The budget shall include estimated costs for design, execution, fabrication, transportation, installation, construction costs, and the Artist's fee. 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. The budget for the Work and all Artist's fees shall in no case exceed fifteen thousand and fifty dollars (\$15,050.00).

C. With respect to Artwork involving or incorporating electronic, digital, video, mechanical, living, variable, moving or other dynamic components ("Variable Media"), Artist shall also provide City with a written recommendations for translating the Artwork into new media or replacing elements of the Artwork in the event that the original medium, components and/or the Artist's installation plan become obsolete ("Variable Media Guidelines."). Although City is not required to comply with such Variable Media Guidelines, City may take such Guidelines into account when maintaining the Artwork or trying to preserve the integrity of the Artwork.

1.5. REVIEW OF THE PROPOSAL

A. Immediately upon receipt of the Artist's final design, the Design-Builder shall review the proposal and determine whether the proposed work will meet the structural, architectural or engineering parameters of the Project. The proposal shall also be reviewed by the appropriate City officials and/or committees. Comments and recommendations from the Design-Builder and others responsible for the preliminary review shall be forwarded to Artist.

B. City may require Artist to make such revisions to the proposal as are necessary for the Work to comply with applicable laws, codes or regulations and to meet structural requirements of the Project. City may request other changes to the proposal for practical reasons.

C. Within sixty (60) days of receipt of the proposal, City shall finish its preliminary review and provide Artist with its written concerns, provide a period of public review of the proposed work and solicit its comments, and the City Council shall set and conduct a public hearing for public input on the work and vote to accept or reject the proposal.

D. If the proposal is rejected, Artist shall be provided a statement in writing of the reasons for the rejection. Upon a rejection, Artist shall have thirty (30) days to submit a new or revised proposal which conforms to the requirements of the original proposal approved and City shall have thirty (30) days to review, consider and accept or reject this second proposal. If the second proposal is rejected, either party may terminate or seek to renegotiate this agreement.

1.6. EXECUTION OF THE WORK

A. Upon acceptance of Artist's proposal by the City Council, 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 proposal 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. DELIVERY AND INSTALLATION

A. Artist shall notify City in writing when fabrication of the Work is completed and shall thereafter deliver and install the completed Work in compliance with the approved schedule in section 1.6.

B. City shall be responsible for preparing the site for Artist's timely installation of the Work. Artist is responsible for the timely installation of any footings, base, or mounting required for the Work. City will provide any necessary lighting and plants.

C. 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 installed at the Project site. Upon installation, 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 delivered and installed and 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, fabrication and installation of the Work of art contemplated by this Agreement, Artist shall be paid an amount not to exceed fifteen thousand and fifty dollars (\$15,050.00). 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, deliver and install the Work.

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

Seven hundred fifty-three dollars (\$753.00) upon the execution of this Agreement to retain Artist and to meet expenses in preparing final design for the City's review.

Five thousand six hundred forty-four dollars (\$5,644.00) within thirty (30) days of City's written approval of Artist's proposal.

Five thousand six hundred forty-four dollars (\$5,644.00) during fabrication of the Work upon reaching a point roughly fifty percent (50%) completed as set out in Artist's schedule, provided Artist has provided City with a summary of the Work completed and photographic documentation of the Work's progress.

Two thousand six hundred thirty-three dollars (\$2,633.00) within thirty (30) days after Artist notifies City that the Work is fabricated and ready for installation at the site.

Three hundred seventy-six dollars (\$376.00) within thirty (30) days after the final acceptance of the Work by City.

2.2. ARTIST'S EXPENSES

Artist shall pay any sales, use or excise taxes, and all mailing and shipping charges, the cost of transporting the Work to City, 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. TIME OF PERFORMANCE

A. Artist shall complete the Work within the time set out in the schedule approved by City for the Work's execution. If the Work is completed on time and installation is delayed by City or because the Project, for which the Work is intended, is not sufficiently complete to permit installation, Artist shall store and protect the Work. City shall pay all reasonable storage costs until the Work can be transported and installed at the Project.

B. If Artist completes the Work prior to the time set out in the approved schedule, Artist shall protect and store the Work at Artist's cost.

C. The time of performance may be extended or modified by written agreement between Artist and City.

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 PUBLIC SAFETY

Artist represents and warrants that the Work will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.

4.6. 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.

4.7. MANUFACTURER'S WARRANTIES

To the extent the Work incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to City.

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. City may also use a full set of Artist's copyrighted plans and design drawings for inclusion in an exhibit about the piece or about City's "Percent for Art" Program.

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

A. 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.

B. 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.

C. 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. Business Auto Liability. Artist shall maintain Business Automobile Liability at a limit not less than \$300,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Artist does not own automobiles, Artist agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d. Fine Arts Insurance or other insurance against loss in an amount equal to the total payment specified under Section 2 of this Agreement. Artist shall obtain such insurance prior to commencing fabrication of the Artwork.
- e. Transportation and/or Installation Coverage, as necessary and appropriate.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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 City terminates the agreement after retaining Artist and before accepting Artist's proposal for the Work, Artist shall be entitled to keep the amount paid as a retainer.

C. If City accepts Artist's final design but 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.

D. If City does not accept the finished Work, Artist shall keep the work and all design document plans, drawings and sketches, provided Artist returns all funds paid by City for the execution of 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. 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:

Chris Morrey Studio LLC
114 South Garth Avenue
Columbia, MO 65203

14. 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.

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.

- 6. 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. BONDING

In the event Contractor’s bid is Fifty Thousand Dollars (\$50,000.00) or more when Contractor delivers this Agreement, executed, to City, each bound Agreement shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the

Contract Price, guaranteeing complete and faithful performance of the Agreement and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance. If required as a part of this Agreement, Contractor's Performance Bond is attached as Exhibit B and Contractor's Labor and Material Payment Bond is attached as Exhibit C.

B. PREVAILING WAGE

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.

C. 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.

D. 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.

E. LICENSED CONTRACTOR REQUIREMENTS

If the fabrication and/or installation of the Artwork or any portion of the Artwork under this Agreement is a "Public Work" or "Public Improvement" and requires a licensed contractor, Artist shall be solely responsible for ensuring that Artist and Artist's subcontractors (if any) have valid appropriate licenses under Missouri law or the applicable jurisdiction. If Artist and/or any of Artist's subcontractors are unlicensed during any phase of the project under this Agreement, City shall have the right to bar Artist from receiving any payment for Artist's services.

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. If requested by City, Artist shall engage a consultant, as part of the project Budget, to review the Artwork for compliance with the ADA

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. 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	Contractor's Performance Bond (if applicable)
C	Labor and Material Payment Bond (if applicable)
D	Prevailing Wage Orders
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

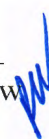
By: _____
John Glascock, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw 

ARTIST
Chris Morrey Studio LLC

By: _____
Chris Morrey 

Date: 8/12 2020

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

Matthew Lue, Director of Finance

Exhibit A
Contractor's Insurance Certificate



SHELTER INSURANCE COMPANIES

AUTOMOBILE
EVIDENCE OF INSURANCE
AS OF 08/04/2020
CHANGE EFFECTIVE 08/04/2020

NAME AND ADDRESS OF NAMED INSURED:
CHRISTOPHER MORREY STUDIO LLC
114 S GARTH AVE
COLUMBIA, MO 65203-3418

AGENT
JON HARTMAN AGENCY INC
1400 FORUM BLVD
STE 9
COLUMBIA, MO 65203-1997
(573) 446-5808
AGENT NUMBER 24-F249-40

Policy Number: 24-1-4954333-1

Effective Date: 08/04/2020, 01:31 PM Central Time
Expiration Date: 02/04/2021, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE DESCRIBED AUTOMOBILE IS A 2004 DODGE DAKOTA 4W SPORT CLUB
VEHICLE IDENTIFICATION # 1D7HG32K74S623517

The limit of the company's liability is stated in the policy and applies as follows:

COVERAGE	A BODILY INJURY		B PROPERTY DAMAGE	C MEDICAL PAYMENTS	D ACCIDENTAL DEATH	E UNINSURED MOTORISTS		F COLLISION	G COMPREHENSIVE	J REIMBURSEMENT FOR EMERGENCY ROAD SERVICE
	EACH PERSON	EACH ACCIDENT	EACH ACCIDENT	EACH PERSON	EACH PERSON	EACH PERSON	EACH ACCIDENT	\$500	\$500	EACH DISABLEMENT
LIMIT	\$100,000	\$300,000	\$100,000	\$5000	\$10000	\$100,000	\$100,000	DEDUCTIBLE	DEDUCTIBLE	
PREMIUM	X			X	X		X	X	X	

DISCOUNTS REFLECTED IN THE PREMIUM: Multi-Car Discount, Companion Policy, Passive Restraint, Safe Driver -
6 Year, Pay in Full Discount

PREMIUM \$236.87

ADDITIONAL LISTED INSURED:

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

- A-735 6-A Underinsured Motorist Endorsement
- A-151 2-A Roadside Assistance - Premium: 0.00
- A-150-A New Vehicle Replacement Coverage
- A-603 7-A Additional Interest(s) Liability Endorsement
- A-295 4-A NOTICE:MO P&C Guaranty Association Limits of Liability
- A-165 1-A Interpleader Amendatory Endorsement
- S-18-S Mutual Policy Notification
- A-118 3-A Amendatory Endorsement - Missouri

RATE CLASS	D2N	TERRITORY	015	TERM	06 MONTHS
COST SYMBOL	022	PACKAGE CODE	I	TIER	0707

ADDITIONAL INTEREST

CITY OF COLUMBIA
1 S 7TH ST
COLUMBIA, MO 65201-4809
LOAN NO.

AGENT

A-622-A



SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 08/04/2020

NAME AND ADDRESS OF NAMED INSURED:
CHRIS MORREY STUDIO LLC
114 S GARTH AVE
COLUMBIA, MO 65203-3418

AGENT:
JON HARTMAN AGENCY INC
1400 FORUM BLVD
STE 9
COLUMBIA, MO 65203-1997
(573) 446-5808
AGENT NUMBER 24-F249-40

Policy Number: 24-31-4954333-1

Effective Date: 05/30/2020, 12:01 AM Central Time

Expiration Date: 05/30/2021, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 1107 E BROADWAY COLUMBIA MO 65201
BUSINESS OF THE NAMED INSURED IS SCULPTOR
THE NAMED INSURED IS CORPORATION
THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance

General Aggregate (Other Than Product - Completed Operations)	\$	1,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)	\$	1,000,000
Personal and Advertising Injury Limit	\$	500,000
Each Occurrence Limit	\$	500,000
Rented To You Limit	\$	100,000
Medical Expense Limit (Any One Person)	\$	5,000
Premium	\$	100.00

Coverage Form and Description of Hazards

Code	Key	Description	Premium Basis	Premium
1107 E BROADWAY COLUMBIA MO 65201 (COUNTY 019)				
Premises and Operations				
10065	3	ART GALLERIES - OTHER THAN NOT-FOR-PROFIT	13510	6.00
61217	1	BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING (LESSOR'S RISK ONLY) - MAINTAINED BY THE INSURED - OTHER THAN NOT-FOR-PROFIT - INCLUDES COMPLETED OPERATIONS	3000	81.00
59914	3	METAL WORKS - SHOP - DECORATIVE OR ARTISTIC	0	0.00
Products and Completed Operations				
10065	3	ART GALLERIES - OTHER THAN NOT-FOR-PROFIT	13510	1.00

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

	Limit	
CG 00 01 04 13		Commercial General Liability Coverage Form
CG 21 15 04 17	Described Premises	Missouri-Limitation Of Coverage To Designated Premises, Project, Or Operation
CG 01 34 08 03		Missouri Changes - Pollution Exclusion
CG 21 33 11 85	59914	Exclusion - Designated Products
CG 21 34 01 87	59914	Exclusion - Designated Work
CG 20 10 12 19	CITY OF COLUMBIA	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

TERM 12 MONTHS
ZONE CODE 503

ADDITIONAL INSURED
CITY OF COLUMBIA

AGENT 
24-F249-40

REQUEST FOR WORKERS' COMPENSATION WAIVER

DATE: 8/6/2020

JOB/CONTRACTOR REFERENCE NUMBER:

To Whom It May Concern:

I, Chris Morrey, acknowledge that I am an independent contractor of the City of Columbia, Missouri for the above captioned job/contract.

In connection with the contract between us, I hereby request that the City of Columbia waive the contractual obligation that I carry the standard Workers' Compensation and Employers' Liability insurance for the following reasons:

1. I have fewer than five (5) employees and, therefore, am not legally required by the State of Missouri to have such insurance;
2. I am not in the construction industry;
3. I agree to be responsible for any injuries to myself or persons employed or otherwise engaged by myself for the purpose of completing the obligations contained in the captioned job/contract;
4. In consideration for the requested waiver, I agree to indemnify and hold harmless the City of Columbia from any and all claims for personal injury, including death, brought against the City of Columbia or its officers, employees or agents by myself and/or persons employed or otherwise engaged by myself and related, directly or indirectly, from our provision of services in completing the obligations contained in the captioned job/contract.



SIGNATURE

Request of a waiver for workers' compensation is subject to review by the City of Columbia and does not guarantee acceptance.

Exhibit B
Contractor's Performance Bond (if applicable)

The following form should only be completed if applicable.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ as Principal, hereinafter called Contractor, and _____

_____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, in the amount of _____, DOLLARS, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____, entered into Contract with Owner for: _____, in accordance with specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions and upon determination by Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set its hand and the Surety has caused these presents to be executed in its name, and its Corporate Seal to be affixed by its Attorney-in-Fact at _____, on this _____ day of _____, 20____.

(SEAL)

Contractor

By: _____

(SEAL)

Surety Company

By: _____
Attorney-in-Fact

By: _____
Missouri Representative

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Exhibit C
Labor and Material Payment Bond (if applicable)

The following form should only be completed if applicable.

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called Contractor, and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of _____, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a Contract with Owner for: _____ in accordance with drawings and specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct Contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - i Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal

process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

- ii. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - iii. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any part thereof is situated or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this ____ day of _____, 20____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY: _____

BY: _____ (Seal)

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Exhibit D
Prevailing Wage Orders

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

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, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$52.88
Boilermaker	*\$27.06
Bricklayer	\$49.54
Carpenter	\$44.27
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$41.89
Plasterer	
Communications Technician	\$51.30
Electrician (Inside Wireman)	\$51.37
Electrician Outside Lineman	\$73.26
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$27.06
Glazier	\$41.33
Ironworker	\$58.10
Laborer	\$39.16
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.20
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$27.06
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$39.03
Plumber	\$56.87
Pipe Fitter	
Roofer	\$49.42
Sheet Metal Worker	\$52.30
Sprinkler Fitter	\$44.65
Truck Driver	*\$27.06
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	\$49.56
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$73.26
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.60
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$43.10
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.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

"General Decision Number: M020200036 07/24/2020

Superseded General Decision Number: M020190036

State: Missouri

Construction Type: Building

County: Boone County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	04/03/2020
2	05/08/2020
3	05/29/2020
4	06/26/2020
5	07/24/2020

ASBE0001-005 10/02/2017

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR.....\$ 38.70 23.17

BOIL0083-005 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 36.56	28.11

BRM0011-002 03/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 30.25	18.90
TILE SETTER.....	\$ 30.25	18.90

CARP0010-009 05/01/2019

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Form Work & Metal Stud Installation).....	\$ 26.57	17.77

ELEC0257-001 03/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 34.00	18.68

ENGI0513-002 05/01/2019

	Rates	Fringes
Power equipment operators:		
Backhoe/Excavator.....	\$ 30.31	27.29
Bobcat/Skid Loader.....	\$ 30.31	27.29
Crane.....	\$ 30.31	27.29
Forklift.....	\$ 30.31	27.29
Grader/Blade.....	\$ 30.31	27.29
Loader.....	\$ 30.31	27.29
Paver.....	\$ 30.31	27.29
Roller.....	\$ 30.31	27.29

IRON0396-005 08/07/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL,		

REINFORCING AND STRUCTURAL.....\$ 30.44 27.36

LABO0955-006 03/01/2020

Rates Fringes

LABORER

Asbestos Abatement from
Floors, Walls & Ceilings....\$ 25.01 13.49
Brick & Cement/Concrete
Mason Tender.....\$ 26.96 14.59
Common or General; Asphalt
Shoveler; Pipelayer.....\$ 24.96 14.59

* PAIN0002-004 04/01/2020

Rates Fringes

Painters:

Brush and Roller.....\$ 24.64 13.98
Drywall Finishing/Taping....\$ 24.64 13.98

PAIN0513-002 11/01/2011

Rates Fringes

GLAZIER.....\$ 27.35 17.17

PLAS0518-013 03/01/2020

Rates Fringes

PLASTERER.....\$ 27.37 13.98

PLAS0518-014 03/01/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 28.92 13.93

PLUM0562-001 07/01/2019

Rates Fringes

PIPEFITTER, Excludes HVAC
Pipe Installation

Mechanical Contracts
including all piping and
temperature control work
\$7.0 million & over.....\$ 41.85 27.85

Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....\$ 40.41	21.49
PLUMBER, Includes HVAC Pipe Installation Mechanical Contracts including all piping and temperature control work \$7.0 million & over.....\$ 41.85	27.85
Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....\$ 40.41	21.49

ROOF0020-012 09/19/2019

	Rates	Fringes
ROOFER.....	\$ 30.80	16.99

SFMO0669-001 04/02/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.92	22.88

SHEE0036-002 07/01/2018

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 50.67	16.91

SUMO2010-035 06/14/2010

	Rates	Fringes
OPERATOR: Hoist.....	\$ 26.02	13.01
PAINTER: Spray.....	\$ 17.78	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

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

EXHIBIT
NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall 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 any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

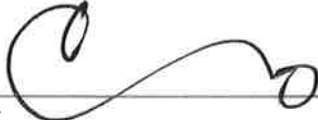
For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of BOONE)
State of MISSOURI)SS.

My name is CHRISTOPHER MORREY. I am an authorized agent of CHRIS MORREY STUDIO LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



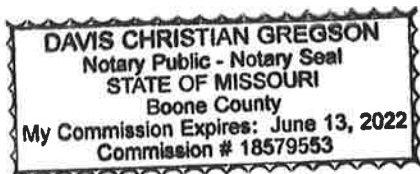
Affiant
CHRISTOPHER MORREY

Printed Name

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

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 12th day of August, 2020.
My Commission expires June 13th, 2022.




(Notary Public)

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:

_____ DOLLARS,
Balance of said Contract

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