

**RESOLUTION NO. 2016-07**

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

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

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

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

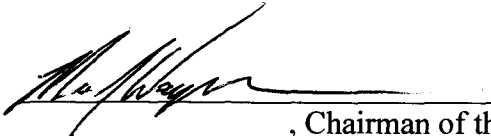
WHEREAS, the Board of Directors determined that Lueza has best satisfied the criteria for selection of services under the District's competitive bidding policies and as set forth in the request for qualifications produced by the District with respect to the Lueza Agreement, including that Lueza has the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

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

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


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

Passed this 10th day of November, 2015.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2016-07**

**Lueza Agreement**

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

**November 18, 2015**

**Ms. Cecilia Lueza  
McMillen Industries  
1619 High Ridge Circle  
Columbia, MO. 65203**

**Cecilia,**

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

**We are pleased to inform you that the selection committee has approved entering negotiations  
with your company, to provide professional artist services for two of the Hub Stories for the Phase  
1 implementation. Currently, we are planning to have your company provide the design and  
fabrication of the "Active Recreation" Hub Story near the Flatbranch Creek Trailhead and the  
"Sharp End Neighborhood" Hub Story near the historic Blind Boone home on 4<sup>th</sup> Street.**

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

**Best Regards,**



**Russell G. Volmert, PLA, AICP  
Director of Planning**

**Cc: Katie Essing, Executive Director of The District**

## **Downtown CID - The District -**

### **RFQ for Artist Services -**

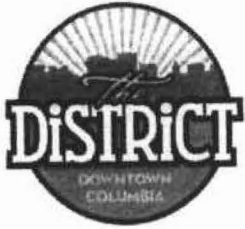
#### **Proposals Due October 6 at 4pm**

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

**[www.discoverthedistrict.com](http://www.discoverthedistrict.com).**

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

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



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

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

**Date of New Advertisement: September 14, 2015**

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

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

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

### **1) Introduction**

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

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

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

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

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

## **2) Artistic Expression and Budget**

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

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

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

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

## **3) Desired Qualifications**

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

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

## **4) Scope of Services**

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

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

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

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

#### **5) Qualifications Format**

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

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

#### **6) Evaluation of Qualifications**

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

Criteria for the selection shall be as follows:

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

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

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

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



### **Contract Conditions**

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

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

### **State Sunshine Law**

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

### **Costs**

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

### **CID Rights**

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

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

**Applicable Law**

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

**Brokerage Fees or Commissions**

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

**Additional Work**

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

**Insurance**

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

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

**Employment Standards**

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

**Disclaimer**

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

**Questions**

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

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

Mr. Russ Volmert, ASLA, AICP  
Director of Planning  
Arcturis, Inc.  
[rvmert@arcturis.com](mailto:rvmert@arcturis.com)

**Qualifications Submissions**

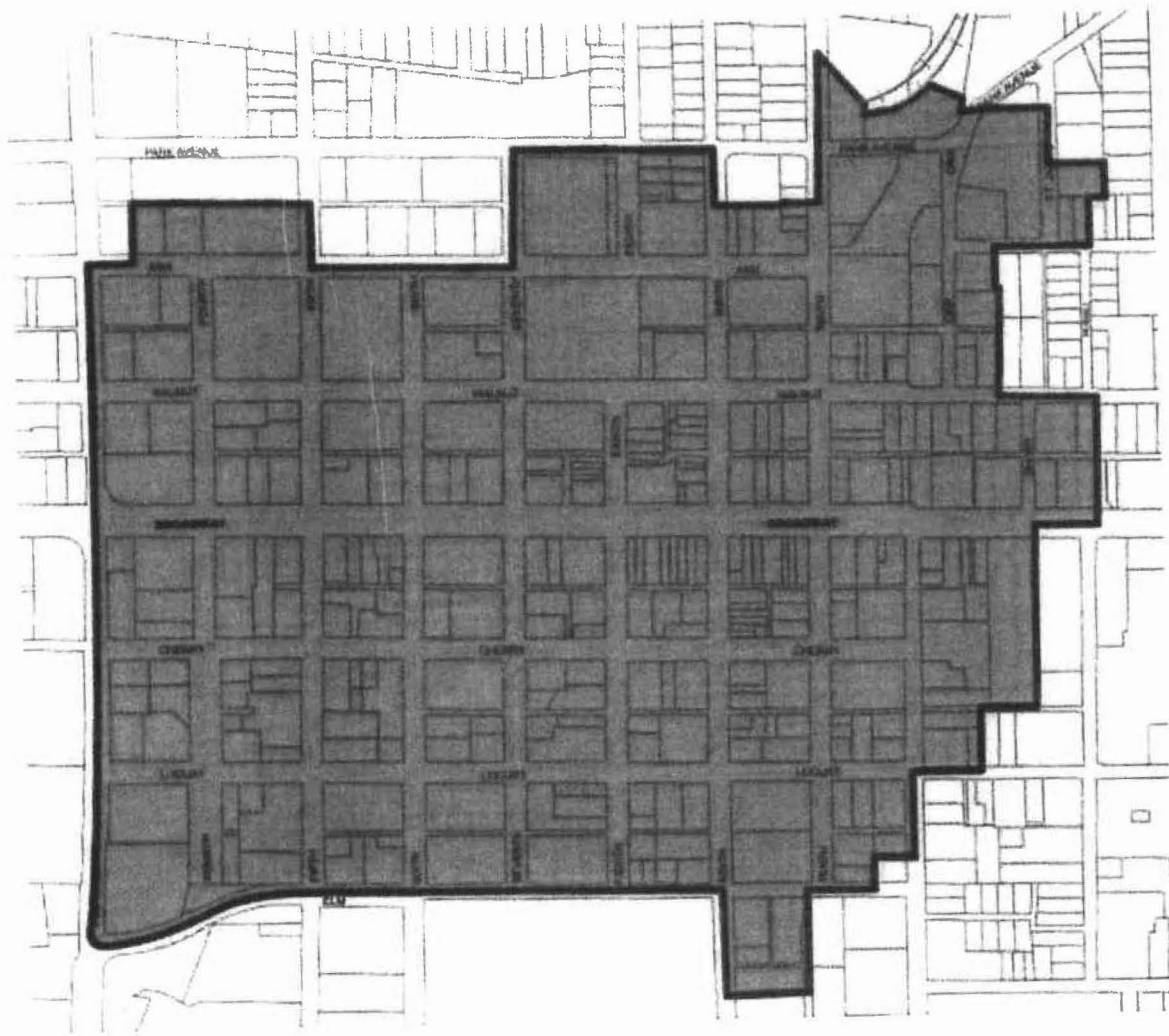
A sealed envelope including one hard copy of the Qualifications Submissions and one digital file copy should be delivered to the following:

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

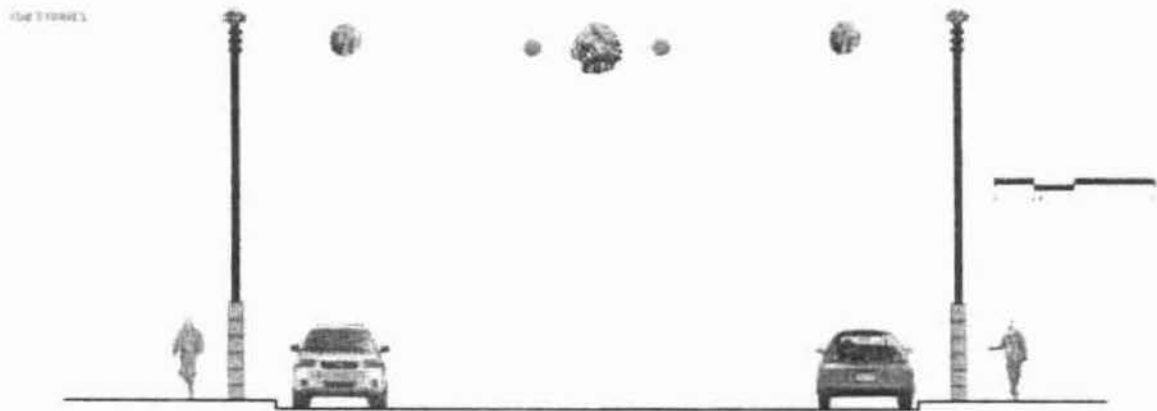
(Note: the digital file copy can be submitted with the hard copy on disc/drive or be emailed to Katie Essing at [kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com))

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

**Exhibit A: The Downtown CID (The District) Map:**



**Exhibit B: The Hub Stories Concept**



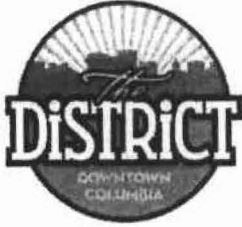
HIGH STORY RENDERING



ARCTURUS

HUB STORY CONCEPT





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

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

### **State Sunshine Law**

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

### **Costs**

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

### **CID Rights**

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

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

**Applicable Law**

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

**Brokerage Fees or Commissions**

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

**Additional Work**

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

**Insurance**

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

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

**Employment Standards**

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

**Disclaimer**

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

**Questions**

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

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

Mr. Russ Volmert, ASLA, AICP  
Director of Planning  
Arcturis, Inc.  
[rvmert@arcturis.com](mailto:rvmert@arcturis.com)

**Qualifications Submissions**

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

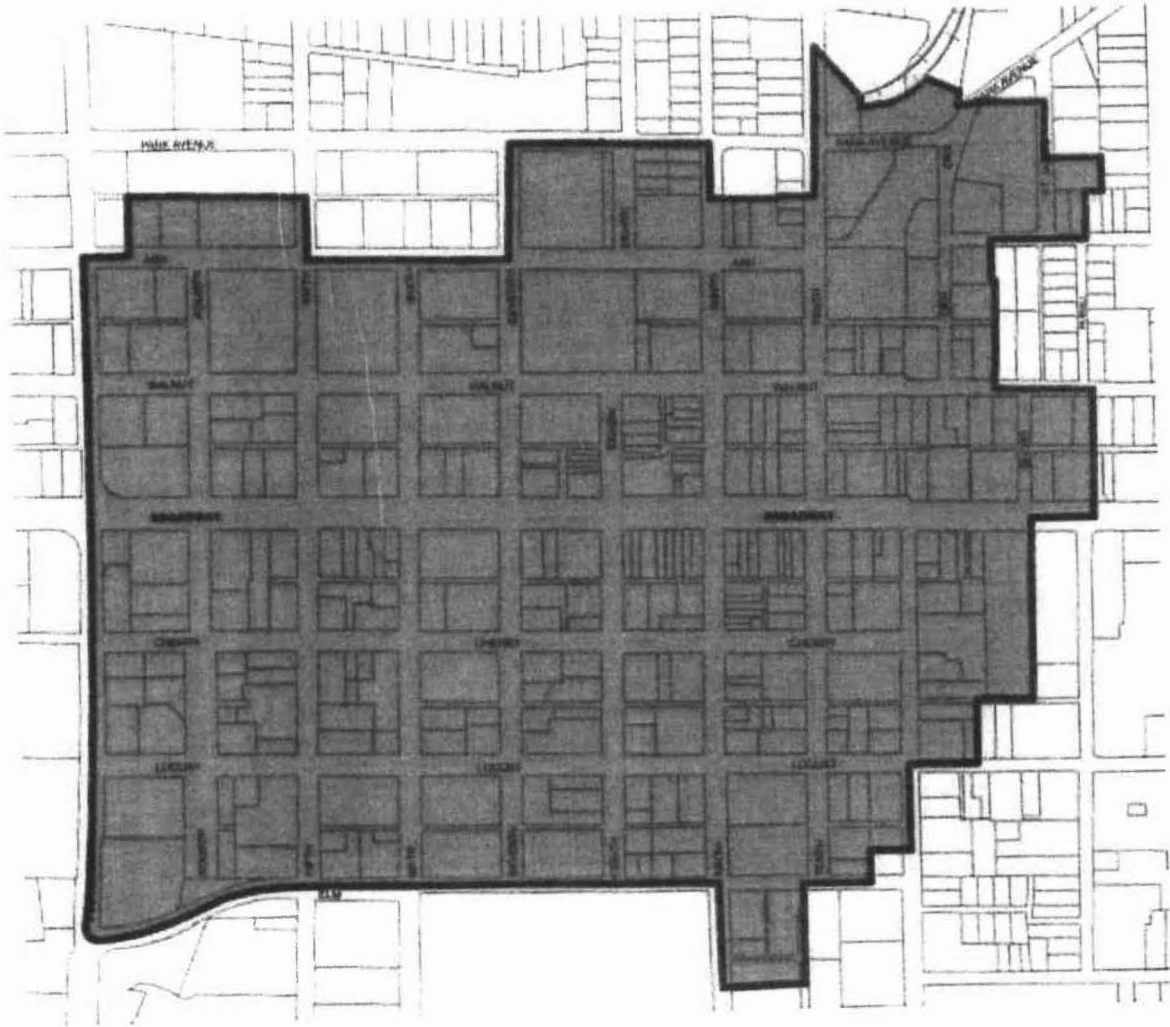
**RE: REQUEST FOR QUALIFICATIONS – PROFESSIONAL ARTIST SERVICES for  
THE HUB STORIES PHASE 1 IMPLEMENTATION**

Ms. Katie Essing, Executive Director  
The District  
11 S. Tenth St.  
Columbia, MO 65201

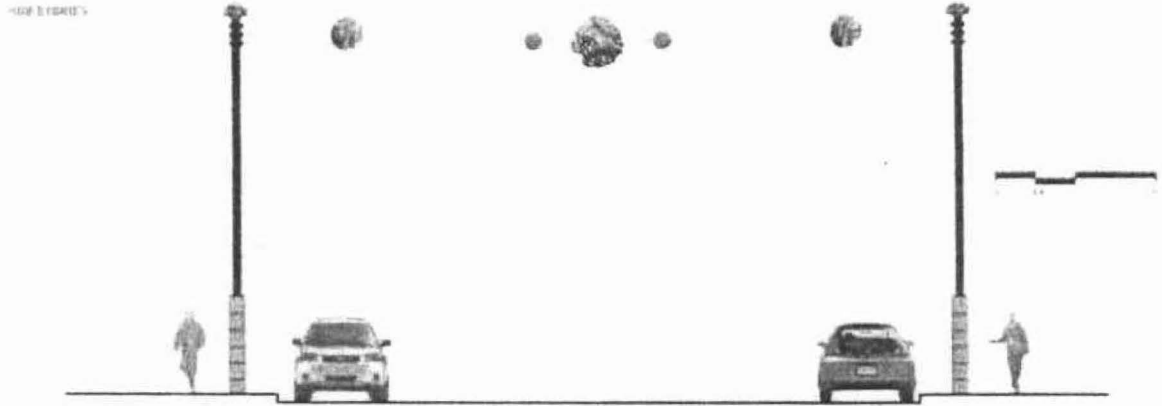
(Note: the digital file copy can be submitted with the hard copy on disc/drive or be emailed to Katie Essing at [kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com))

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

**Exhibit A: The Downtown CID (The District) Map:**



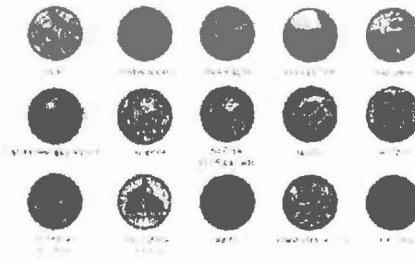
**Exhibit B: The Hub Stories Concept**



HUB STORY RENDERING



POTENTIAL HUB STORY CONCEPTS



ARCTURIS

September 2015

**Attn: Request for Qualifications - Professional Artist Services for the Hub**

Dear Members of the Selection Committee,

Our most important goal as public artists is to create unique and durable art elements that withstand the test of time and define a sense of place and identity. Our work is the result of many years of collaborative effort to produce dynamic, innovative pieces that inspire and recreate the general public.

We use resilient materials that have proven themselves to last many maintenance free years while giving their communities a sense of pride in ownership. Our work is made of stainless steel, aluminum, urethane, concrete, and glass and ceramic tiles.

We are interested in this project because it will provide us the opportunity to create site specific art elements that would enhance the project while creating welcoming focal points for the District.

The public art we envision for this project would be original and visually appealing. It would be carefully thought out and designed so as to not only be thematically appropriate for the intended location but also it would create a unique identity and sense of place for the Hub.

Since 2000 we have been working on a variety of site-specific art projects and public art projects as well as private and public art commissions in many cities throughout the United States. We have proven experience in design concept, fabrication and installation of large scale exterior artworks. We also have demonstrated the ability to successfully collaborate with government agencies, design teams, development teams, architects, art consultants, engineers, and fabricators and bring the job in on time as promised.

We encourage you to contact our professional references provided, each of whom we worked in collaboration with to produce some of our previous works. I believe they will confirm that we are well organized, reliable, skilled in the medium and practices required of the project, and passionate about public art's role in enlivening the public realm of the community.

Thank you for your consideration.

Cecilia Lueza

## **BIO**

Argentine-born, American-based artist and sculptor Cecilia Lueza, studied visual arts at the University of La Plata in Buenos Aires, Argentina. Today, she is well known for creating vibrant public art pieces in a range of mixed media.

Since 2000 she have been working on a variety of public art projects as well as private and public art commissions in many cities throughout the United States. Her work was been exhibited at Art Miami, Arteamericas, and Scope Miami, and in the last year she completed public art pieces in Fort Lauderdale, Washington DC, Tucson AZ, and Norfolk VA.

Her work is part of many public and private collections throughout the United States and Latin America.

**CECILIA LUEZA**

**727.517.6558 | 727.557.8814**

**cecilia@lueza.com | www.lueza.com**

## **ARTIST QUALIFICATIONS**

- Formal painting and sculpture education and training.
- Metal work experience.
- Ability to meet scheduled deadlines for installation of public art.
- Experience in design concept, fabrication, installation, and long-term durability of large-scale interior and exterior artworks.
- Ability to successfully collaborate with design teams, architects, art consultants, developers, engineers, and fabricators.
- Portfolio of monumental indoor and outdoor public art commissions, collections, private and public and exhibition records.

## **PUBLIC ART PROJECTS AND EXHIBITIONS**

### **(\*Commissions / Acquisitions)**

#### **2015**

\*Copper Health Nursing Facility, Integrated public art, Phoenix-Oro Valley AZ

\*River Terrace Education Center, Integrated public art, Washington DC

\*Ocean View Mural Program, Norfolk VA

Vail Skatepark Public Art, Vail CO

\*Removing the Tracks, Art of Community, Hallandale Beach FL

\*AIR Sculpture project, Roanoke VA

Obelisk Art 450, Public Art initiative, St Augustine FL

Project finalist, Young Pine Community Park, Orlando FL

#### **2014**

\*Painted Intersections Project, Fort Lauderdale FL

\*Resurrection Catholic School Mural project, Lakeland FL

\*Sculpture on Sample Program, Coral Springs FL

Brookland Middle School, Washington DC

Project finalist, Gladstone Public Art Project, Gladstone MO

Project finalist, Ballou High School Public Art Project, Washington DC

Project finalist, Broad Ave Water Tower, Memphis TN

Epic at Gateway Centre Public Art Project, St Petersburg FL

Merritt Police Station, Washington DC

#### **2013**

\*Mural DC Program, Latin American Montessori Charter School, Washington DC

\*Village of Biscayne Park Mural Project, Miami FL

\*Art on the Beltline, Atlanta, Georgia

Project finalist, Fire Station 7 Public Art Project, Albuquerque NM

Fire Station HQ Public Art Project, Delray Beach FL

Project finalist, Frederick Douglass Peace Garden, Boston MA

Ocala Sculpture Exhibition, Tuscawilla Park, Ocala FL

Florida Sculpture Exhibition, Polk Museum of Art, Lakeland FL

Avenue of the Arts, Sculpture Exhibition, Boynton Beach FL

#### **2012**

\*Downtown Lewiston Public Art Project, Lewiston ID

\*Art on the Beltline, Atlanta, Georgia

ArtPrize 2012, JW Marriott, Grand Rapids MI

Project finalist, site specific installation, Water Tower, Norfolk, Virginia

Project finalist, site specific suspended sculpture, Wickiup Learning center, Cedar Rapids, IA

Project finalist, site specific installation, Northsight Extension Project, Scottsdale AZ

Art on the Trailways Project, Greenwood IN

Sculpture on Sample, Coral Springs FL

\*Connections Sculpture Project, Blue Springs MO

#### **2011**

Project finalist, site specific sculpture, Plainwell, Michigan

Project finalist, Evacuspots Public Art Project, New Orleans LA



Museum of Contemporary Art, Miami FL  
Jackson Memorial Foundation  
Bass Museum of Art, Miami, FL

### **AWARDS, GRANTS & RESIDENCIES**

Tourist Development Council Grants Program, Miami Dade County, 2011  
Professional Development Individual Artist Grant, Pinellas County, 2008  
Florida Artist Enhancement Grant, 2008  
Puffin Foundation Grant, 2006  
Karrvaz Artist-in-Residency Grant, Alcalá de Jucar, Spain, 2006  
Sculpture Key West People's Choice Award, 2006

### **REFERENCES**

#### **Karen Rudd**

Manager - Norfolk Cultural Affairs  
235 E. Plume St, Norfolk VA  
757-664-6854 | 757-664-6880  
Karen.Rudd@norfolk.gov

#### **Terry McNellis**

Developer - St.Croix Real Estate  
St Paul MN - Tucson AZ  
612-991-9062 gtrmcnellis@stcroixre.com

#### **Elizabeth Van Zandt**

Mobility Manager  
City of Fort Lauderdale Transportation and Mobility  
290 NE 3rd Avenue, Fort Lauderdale, FL 33301  
954-828-3796 evanzandt@fortlauderdale.gov

#### **Debby Coles-Dobay**

Public Art Administrator- City of Boynton Beach FL  
561-742-6026 office 561-632-7992 cell, colesdobayd@bbfl.us

#### **Teresa Aspinwall**

Administration  
Latin American Montessori Bilingual Charter School  
1375 Missouri Avenue, NW, Washington, DC 20011  
202.726.6200 - teresa@lambpcs.org

#### **Lindsey Lord**

Mural Program Project Manager - Arts Council of Indianapolis  
924 North Pennsylvania Street, Indianapolis, IN 46204  
317.631.3301 x 214 llord@indyarts.org

#### **Betty Wisda**

Public Art Programs Supervisor - City of Rockville, Maryland  
111 Maryland Avenue, Rockville, Maryland 20850  
240-314-8681 bwisda@rockvillemd.gov

#### **Christopher Hubbard**

Public Art Specialist  
City of Clearwater Parks & Recreation Department  
100 S. Myrtle Avenue, Clearwater, FL 33756-5520  
727.562.4837 Christopher.Hubbard@myClearwater.com

Sculpt Miami - Red Dot Art Fair, Miami FL

Sculpture 360, Clearwater FL

\*Art on Main Sculpture Exhibition. Chattanooga TN

\*Council of Indianapolis Murals Program. Indianapolis, IN

Avenue of the Arts, Sculpture Exhibition, Boynton Beach FL

\*Pasadena Rotating Public Art Exhibition, Pasadena CA

**2010**

\*Arts and Innovation Center Project, Rockville MD

\*Artslam, Artist Intervention, Bradenton FL

Avenue of the Arts, Sculpture Exhibition, Boynton Beach FL

\*Urbana Sculpture Project, Urbana, Illinois

Florida Outdoor Sculpture Competition, Lakeland FL

WOW Art Without Walls, Sculpture Exhibition, St. Lucie FL

**2009**

Sculpture Visions, Chapel Hill Museum, Chapel Hill NC

Central Video Visitation Facility, Palm Beach FL

\*Brainerd Project, Chattanooga TN

\*University of West Florida Child Development Center Project, Pensacola FL.

ARTLOUD Sculpture Exhibition, Downtown Tampa FL

Project finalist, Family Empowerment Project, Chattanooga TN

**2008**

Third Biennial Sculpture Exhibition, Chattanooga, Tennessee.

UWA Outdoor Sculpture Exhibition, Livingston, Alabama.

Artscape Project, Pittsfield, MA

**2007**

\*Waterworks of Art, Outdoor Sculpture Exhibition, Blue Springs, Missouri.

\*Urban Trees 4. Port of San Diego, San Diego CA.

JUST Sculpture Tour. Union University, Jackson TN

Sculpture on the Grounds. Glenview Mansion, Rockville, Maryland

\*Drift, Art Walk Exhibition. Washington Convention Center, Washington DC.

Home Bound. Williams Park, Saint Petersburg FL.

Embracing Our Differences. Sarasota Bayfront, Sarasota FL

**2006**

\*Corazones Vivos. Public Art Project, Buenos Aires, Argentina.

Sculpture Key West at Fort Zachary Taylor, Key West, Florida.

School of Visual Arts Sculpture Garden, University of Louisiana, Monroe LA.

Waterworks of Art, Outdoors Sculpture Exhibition, Blue Springs Missouri.

**2005**

Rapture: 23 Annual BWAC Sculpture Show. Brooklyn Bridge Park, New York

Sculpture Key West. International sculpture exhibition. Key West, Florida.

Ephemeral Trends at Arteamericas 2005. Coconut Grove, Florida.

**2004**

Wind, Sea, Sky 2004: Sculpture on the Beach, Newport, Rhode Island.

Sculpture Key West, Key West, Florida.

**2003**

Downtown Orlando Sculpture Program, Orlando, Florida

**2002**

Downtown Orlando Sculpture Program, Orlando, Florida

## **PUBLIC COLLECTIONS**

City of Lewiston ID

City of Indianapolis IN

City of Rockville, Maryland

City of Sarasota, Florida

Sam Houston State University, Huntsville TX

Sherman Health Foundation, Illinois

Brevard Art Museum, Melbourne FL

University of West Florida, Pensacola FL

Maryville University, St Louis MO

City of Blue Springs, Missouri.

Florida Department of State Art Collection, Tallahassee FL

Unified Port of San Diego, San Diego CA

## IMAGE LIST

### 01-Time Flies

Horizontal sundial. Mosaic tile, aluminum. 8 feet in diameter, 4 feet high. 2015  
Sundial inspired by migrating birds in flight that represent the changing seasons and the passing of time. Location: River Terrace Education Campus, Washington DC. Budget: \$20,000.  
Commissioned by DC Department of General Services.

### 02-Time Flies

Detail

### 03-Time Flies

Detail

### 04-Connecting the Blocks 2

Traffic paint. 4500 square feet. 2014  
One of three murals designed and painted on the pavement at a main intersection in downtown Fort Lauderdale. The purpose of the project is to slow vehicular traffic along high pedestrian traffic corridors while giving the community a sense of place. Commissioned by the City of Fort Lauderdale's Transportation and Mobility Department. Location: Las Olas Blvd and SE 2nd Ave. Fort Lauderdale FL. Budget: \$21,000.

### 05-Connecting the Blocks 3

Traffic paint. 4500 square feet. 2014  
One of three murals designed and painted on the pavement at a main intersection in downtown Fort Lauderdale. Commissioned by the City of Fort Lauderdale's Transportation and Mobility Department Location: Las Olas Blvd and SE 3rd Ave. Fort Lauderdale FL. Budget: \$21,000.

### 06-Connecting the Blocks 1

Traffic paint. 4500 square feet. 2014  
One of three murals designed and painted on the pavement at a main intersection in downtown Fort Lauderdale. Commissioned by the City of Fort Lauderdale's Transportation and Mobility Department Location: Las Olas Blvd and SE 1st Ave. Fort Lauderdale FL. Budget: \$21,000.

### 07-Desert Rose

Polychromed aluminum. 14 feet high and 5 feet in diameter. 2015  
Sculpture comprised of four individual tapered vertical pieces. As they sprout upwards they coalesce into individual curved forms. Their color palette transitions from red at the base all the way through to gold and copper at the top. Location: Copper Health Oro Valley, Tucson AZ. Budget: 25,000. Commissioned by Oro Valley Holdings LLC.

### 08-Desert Rose

Sculpture detail.

### 09-Desert Rose

Architecturally integrated benches  
Concrete, mosaic tiles. 7.5' x 2.4' x 3". 2015.  
Location: Copper Health Nursing Facility Oro Valley, Tucson AZ. Budget: \$25,000  
Commissioned by Oro Valley Holdings LLC.

**10-Celebration**

Polychromed aluminum. 12' x 5' x 6". 2015

Playful, free standing sculpture inspired by happiness, innocence and freedom.

Location: Elmwood Park, Roanoke VA. Price: 35,000

**11- Celebration**

Detail.

**12- Ocean View Mural Project**

Cobalt Blue Summer. Outdoor mural. Spray paint. 26 x 5 feet. 2015.

The purpose of the mural is to create a welcoming environment for neighbors and visitors while enhancing the facade of the building. Commissioned by the City of Norfolk Public Art Program.

Location: Ocean View Beach Park, Norfolk VA. Budget: 5,000

**13-Ocean View Mural Project**

Detail

**14-Ocean View Mural Project**

Detail

**CONTRACT FOR ARTIST SERVICES  
FOR DESIGN AND FABRICATION OF ARTWORK FOR  
THE ACTIVE RECREATION AND SHARP END LIGHT HUB  
COLUMBIA, MISSOURI**

THIS CONTRACT, entered into this 7th day of December, 2015, by and between, Downtown Community Improvement District dba The District, (hereinafter the "Owner") with offices at 11 S. Tenth Street, Columbia Missouri 6520, and Cecilia Lueza (hereinafter, "Artist") with offices at 2620 SW 12 Street, Miami Florida 33135.

WITNESSETH:

WHEREAS, the Agency requires the services of an artist to create a work of art (hereinafter the "Artwork" in a public space located at following locations: (1) the intersection of 4<sup>th</sup> Street and Walnut Street for the Sharp End Neighborhood Light Hub and (2) at the intersection of 4<sup>th</sup> Street and Cherry Street for the Active Recreation Light Hub (hereinafter the "Site"); and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork;

WHEREAS, the Owner has selected the Artist based upon the Artist's work and qualifications; and

WHEREAS, the Artist and the Owner wish to perform under the terms and conditions of this Agreement;

WHEREAS, the Artist is able and desirous of performing such services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. The Artist agrees to design, fabricate and install a piece of art in accordance with the design and specifications furnished to the Owner which is attached hereto as Exhibit "A" (the "Artwork").

2. PERFORMANCE OF SERVICES. The services of the Artist will begin upon receipt of written notice to proceed by the Owner or the Owner's designated representative and shall proceed to completion.

3. TIME FOR PERFORMANCE. The anticipated delivery and installation date for the artwork is April 30, 2016 but in no event later than May 31, 2016. The project shall be completed on or before May 31, 2016.

4. COMPENSATION. The Artist shall receive compensation in the amount of \$24,000.00 to be paid as follows:

(a) \$2,400.00 (10%) upon execution of this Contract.

(b) \$9,600.00 (40%) upon the final approved Artwork design and the purchase of construction materials, hiring of laborers, and rental of equipment for fabrication of the Artwork.

(c) \$9,600.00 (40%) upon completion of the Artwork.

(d) \$2,400.00 (10%) upon installation and acceptance of the Artwork by the Owner.

5. COPYRIGHT. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., Sections 101, et. seq., and all other rights in and to the Artwork, except ownership and possession and except as such rights are limited by this Section 5 and by Section 6.

(a) This Section 5 does not prevent the Owner from giving its permission for the Artwork to be reproduced in other publications that are offered for sale, provided that the Owner receives no payment for such permission. The Owner is not responsible for any third party infringement of Artist's copyright and is not responsible for protecting the intellectual property rights of the Artist.

6. REPRODUCTION RIGHTS.

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

(b) The Artist hereby grants to the Owner and its assigns an irrevocable license to make photographs, drawings, and other two dimensional reproductions of the Artwork for noncommercial purposes without prior consent of the Artist, including but not limited to reproductions used in advertising, art books or art videos, brochures, history books or history videos, media publicity, and the Owner's portfolio of public art, catalogues or other similar publications, provided that these rights are exercised in a reasonable manner.

7. ARTIST CREDIT.

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

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

9. ORIGINAL WORK. The Artist warrants that the Artwork designed for the Owner under this Contract is a unique or original project of the Artist's creative efforts; that it is an

edition of one, unless otherwise stated; and that it has not been nor will be for sale or installed elsewhere.

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

11. **INSURANCE.** The Artist, at the time the work is installed on site until completion thereof, at the Artist's sole cost and expense, shall obtain, furnish and maintain in full force and effect a liability insurance policy to protect the Owner against any and all claims for personal and property injury, including death arising from the work, with the limits as approved by the Owner, issued by an insurance company licensed by, and qualified to do business in, the State of Missouri.

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

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

14. **COMPLIANCE WITH LAWS.** The Artist shall comply with all applicable laws, ordinances, and codes of the State of Missouri and the City of Columbia. The Owner shall provide to the Artist a list of applicable required permits and approvals, and other existing relevant data uniquely known to the Owner, if any, which is needed by Artist to perform under this Contract.

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

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

(a) If termination is for the convenience of the Owner, the Artist shall be entitled to the full \$24,000.00 less an amount equal to expenses anticipated to be incurred by the Artist at the time of execution of this Contract but not yet incurred at the time of such termination per the budget attached hereto as (Exhibit "B").

(b) Except as set forth in section 17 below, if termination of this Contract is due to the failure of the Artist to fulfill the Artist's contract obligations, the Artist shall remit to the Owner all payments made to the Artist pursuant to this Contract prior to termination.

17. DEATH OR INCAPACITY. If the Artist becomes unable to fully perform the Artist's responsibility under this Contract due to death or incapacity, such death or incapacity will not be deemed a breach of this Contract or a default on the part of the Artist. However, nothing in this Section 18 shall obligate the Owner to accept the Artwork.

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

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

(c) If the Owner elects to terminate this Contract pursuant to this Section 17, all materials purchased for the project or installed on site shall be the property of the Owner. The Artist or the administrator of the Artist's estate shall provide the Owner with comprehensive models and plans that will enable the Owner to complete the Artwork. The Artist shall not be entitled to further compensation and shall not be required to refund to the Owner funds previously paid to the Artist. If the Artwork is completed the Artist and the Artist's heirs and assigns shall retain all rights under Article 6 and the Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice, provided that Artist or Artists heirs and/or assigns provide the Owner with accurate copyright information.

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

18. REMOVAL OR DISASSEMBLAGE. The Artist understands that the Artwork is owned by the Owner. As such, at some time in the future, the Owner may move the Artwork to another location or may disassemble it. If that happens, the Owner assumes full responsibility for the moving and reserves the right to reinstall the Artwork at a different site, or to dispose of the Artwork as the Owner deems appropriate. Such a determination is the sole right of the Owner. However, the Owner will attempt to contact the Artist or the Artists heirs/successors/ assigns to obtain the views of the Artists or the Artists heirs/successors/assigns regarding relocation or disposition of the Artwork.


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

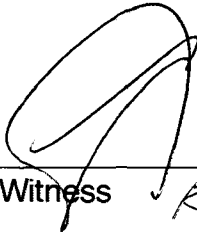


20. ENTIRE AGREEMENT. This Contract contains the entire offer and agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

ATTEST:

\_\_\_\_\_

By:  \_\_\_\_\_

  
Witness *RICK MUNNE*

  
Artist

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Artist agrees to provide the following services:

a) Preliminary Design: Development of preliminary design concepts of the globes of the Sharp End Neighborhood Light Hub and the Active Recreation Light Hub.

b) Final Design: Development of final design concept of the globe elements of the Sharp End Neighborhood Light Hub and the Active Recreation Light Hub.

c) Fabrication: Produce and fabricate one large globe of the final design (maximum diameter 3'-0") and two small globes (maximum diameter 1'-6") for the Sharp End Neighborhood Light Hub and the Active Recreation Light Hub each.

d) Collaboration: Participate in a maximum of five (5) telephone conference calls with the District, program manager and design professionals in the development of the preliminary and final design of the Light Hubs.

e) Construction Administration: Assist the general contractor in the installation of the globe artwork of the Hub Stories Phase I development plans, if requested by contractor.