

ARTIST'S CONTRACT
"Percent for Art" Project: Fire Station Number 11

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 Monarch Glass Studio, LLC, a limited liability company organized in the State of Missouri (hereinafter "Artist").

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 fire station number 11, 6909 Scott Boulevard, Columbia, Missouri, and the City Council has determined that the "Fire Station 11" (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 Construction Contractor; 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 Construction Contractor, City staff, 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 the Project involves the services of a Construction Contractor and Artist. The Construction Contractor has responsibility to construct the Project as City's Construction Contractor. 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 Project will be performed by Construction Contractor 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.

Construction Contractor, City staff, and Artist are expected to meet as necessary so that Artist understands the scope and basic design of the Project and Construction Contractor 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 Construction Contractor and City officials involved with the Project. Artist shall maintain close contact with the Construction Contractor 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 Construction Contractor 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 Construction Contractor 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 seventeen thousand and dollars (\$17,000.00).

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 Construction Contractor 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 Construction Contractor 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. If the Work is damaged or destroyed before City's acceptance of the installation of the Work, Artist shall repair or replace the Work at Artist's sole expense.

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 seventeen thousand dollars (\$17,000.00). This amount shall be full compensation for all travel and services rendered by Artist and all supplies, materials and equipment used by Artist to design, execute, fabricate, deliver and install the Work.

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

Eight hundred fifty dollars (\$850.00) upon the execution of this Agreement to retain Artist and to meet expenses in preparing final design for the City's review.

Six thousand three hundred seventy-five dollars (\$6,375.00) within thirty (30) days of City's written approval of Artist's proposal.

Six thousand three hundred seventy-five dollars (\$6,375.00) 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 nine hundred seventy-five dollars (\$2,975.00) within thirty (30) days after Artist notifies City that the Work is fabricated and ready for installation at the site.

Four hundred twenty-five dollars (\$425.00) 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. 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 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. Alternatively, Artist may provide a certification that Artist is exempt from statutory requirements related to Workers' Compensation.
- b. **Commercial General Liability.** Artist shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Reserved.
- d. **Professional Liability Insurance** for all design professionals (such as architects, landscape architects or engineers), applicable to Artist's design of the Work, who provide Artist with signed stamped drawing or calculations. Such insurance shall have limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions. Artist or Artist's subcontractors shall obtain such insurance when Artist subcontracts for any work from such a design professional, and prior to the submittal of Construction Documents. Any design professional required to obtain professional liability insurance shall maintain such insurance, and proof thereof, for the term of this Agreement.

- e. Fine Arts Insurance or other insurance against loss in an amount equal to the total payment specified under Section 2 of this Agreement. Unless waived by the City's Manager of Cultural Affairs in writing, Artist shall obtain such insurance prior to commencing fabrication of the Artwork.
- f. Transportation and/or Installation Coverage, as necessary and appropriate.
- g. Artist may satisfy the minimum liability limits required for Commercial General 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. 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.
- h. The City of Columbia, its elected officials, agents, and employees and Construction Contractor 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.
- i. 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.
- j. 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.
- k. 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.
- l. Artist's insurance certificate is contained in Exhibit A.

8.2. HOLD HARMLESS AGREEMENT

To the fullest extent not prohibited by law, Artist 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 Artist or loss of or damage to property, arising directly or indirectly from Artist's performance of this Agreement, including, but not limited to, Artist'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

Artist, 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 Artist's obligation to indemnify City, Artist 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 Artist by City and continues at all times thereafter.

Artist 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, Construction Contractor 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 Construction Contractor (except where prohibited by law) in a form reasonably acceptable to Construction Contractor. Artist shall also ensure that its separate contractors have adequate insurance coverage and shall cause its separate contractors to add Construction Contractor 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 Construction Contractor 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 Tyler Kimball 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:

Monarch Glass Studio, LLC
1606 Madison Avenue
Kansas City, MO 64108

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. ACCESS TO RECORDS AND REPORTS

Artist must maintain an acceptable cost accounting system. Artist agrees to provide the City or any of their duly authorized representatives access to any books, documents, papers and records of the Artist which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Artist 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. Reserved.

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

24. CONTRACT DOCUMENTS:

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

<u>Exhibit</u>	<u>Description</u>
A	Contractor's Insurance Certificate

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager *DS*

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

ARTIST
Monarch Glass Studio, LLC

By: *TK*

Tyler Kimball

Date: 3-15-22

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 44008820-604990 M0733 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

REQUEST FOR WORKERS' COMPENSATION WAIVER

DATE: 3-15-22

JOB/CONTRACTOR REFERENCE NUMBER:

To Whom It May Concern:

I, MONARCH GLASS STUDIO, 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.

 (MONARCH GLASS STUDIO)
SIGNATURE

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

Exhibit B

Reserved

Exhibit C

Reserved

Exhibit D
Prevailing Wage Orders

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 010
BOONE COUNTY

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

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

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

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

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

Heavy Construction Rates for
BOONE County

Section 010

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

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

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

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

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

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

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.

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

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)}

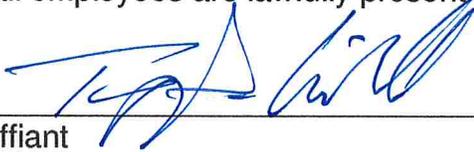
For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

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

County of JACKSON)
)SS.
State of MISSOURI)

My name is TYLER KIMBALL. I am an authorized agent of MONARCH GLASS STUDIO (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

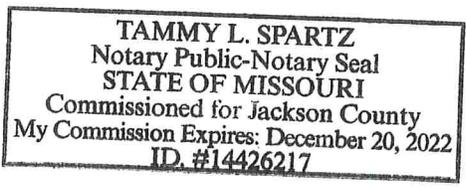
TYLER KIMBALL

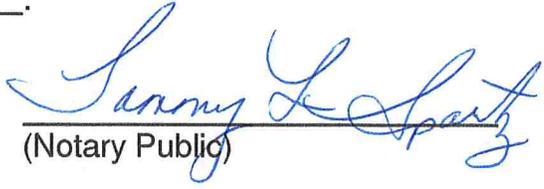
Printed Name

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

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 1st day of March, 2022.
My Commission expires 12/20, 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