



Office of the City Administrator
City of Knob Noster, Missouri
"Growing With Purpose."

cityofkn.net
(660) 563-2595
201 N. State Street

Request for Qualified Proposals.

The Board of Aldermen for the City of Knob Noster, MO, invites qualified artists to submit materials for consideration for a compensated public mural project intended to enhance the visual environment of the community while reflecting Knob Noster's character, history and commitment to public art. Enclose your proposal in a sealed envelope with "**Knob Noster Mural**" written on the envelope and deliver it to Knob Noster City Hall no later than 12:00pm April 3, 2026. There will be a public opening of proposals at 4:15pm on April 3, 2026, in the Knob Noster Council Chambers.

Knob Noster, Missouri reserves the right to: (1) waive any defect in the offer of any Respondent; and (2) to reject any or all offers.

Bid packages may be picked up at City Hall, 201 N. State Street, Knob Noster, Missouri or found online at www.cityofkn.net. Contact the City Administrator, Cameron Jackson, for additional information, at cjackson@cityofkn.net via email or call (660) 563-2595.

Bid Deadline is Friday, April 3, 2026, at 12:00pm.



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Downtown Knob Noster Mural inside Norman Park

Description:

The Board of Aldermen for the City of Knob Noster, Missouri, invites qualified artists to submit materials for consideration for a compensated public mural project. This project is intended to enhance the visual environment of the community while reflecting Knob Noster's character, history, and commitment to public art.

Qualified Artists Should Include:

- An Artists Portfolio, including but not limited to:
 - Previous work done on murals, public art, or similar;
 - Include examples where masonry paint was used;
 - Relevant artistic work done for other municipalities.
- A Resume or CV, including but not limited to:
 - Any and all education and professional artistry experience;
 - At least three (3) references, with preference given to those from other municipalities.
- Preliminary designs for the mural, including the following elements:
 - A post-card style design, with some combination of 'WELCOME TO KNOB NOSTER' occupying a majority of the space.
 - The following elements from the community, including but not limited to:
 - The B-2 Bomber; The School Mascot, the Panther; Farming and agriculture elements; The two 'Knobs' referenced in the city's name and historically contributing to the town; The state park; Brick factory; gliders; A10 Warthog; Minuteman Missile.
 - MULTIPLE preliminary designs may be and are encouraged to be submitted, and designs are not considered to be final at the time of bid selection. They will, however, help the City determine the final product.
 - When a qualified bidder is selected, the City of Knob Noster will work with and approve a final design.
- Be familiar and willing to provide proof of previous work done with Masonry paint OR be willing to demonstrate experience working with similar projects OR experience working with many different physical mediums.

NOTE: Submissions utilizing generative AI will not be accepted, as they do not accurately reflect the artist's individual skills and abilities and can be misleading.

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2026, by and between the City of Knob Noster, Missouri, (herein "CITY") and **CONTRACTOR NAME** (herein "Contractor").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - Contractor shall provide the CITY all services and products necessary and as outlined in the attached EXHIBIT A.
 - 1.1. Contractor agrees to provide all such services in a timely manner as established by the CITY in its Request for Bids and in Contractor's Bid Proposal, or in the absence of the designation, within a reasonable time after receipt of CITY directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Contractor shall also only dispose of any materials at facilities/landfills licensed and authorized to accept the waste and materials generated by the project, and shall provide proof of disposal at such facilities as a condition precedent to compensation.
 - 1.2. Contractor shall provide services in accordance with the provisions and conditions contained in this agreement. No work shall be performed nor shall compensation be paid for Contractor work performed not specifically identified herein without written authorization from the CITY. All work performed by the Contractor, based upon the Request for Bid or CITY written authorization, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the CITY and Contractor in writing.
 - 1.3. Contractor shall comply with all applicable federal and state laws and regulations, in particular with the abatement, demolition and disposal of any waste or materials existing or generated by Contractor under this Agreement. Contractor shall indemnify and hold the CITY and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, which arise from the violation or suspected violation of any federal or state law/regulation dealing with the abatement, removal and disposal of asbestos, lead and solid waste. In no event, shall the CITY be responsible for any acts of the Contractor which are a violation of federal or state law/regulation dealing with the abatement, removal and disposal of asbestos, lead and solid waste.
2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the CITY agrees to compensate the Contractor for services rendered as follows:
 - 2.1. Contractor has provided a "flat amount" for the project. City will provide payment with initial deposit of 1/3 of overall price upon approval of plans and Contractor's obtaining of building permits by City, and upon approval of this agreement.
 - 2.2. For all remaining sums Contractor shall provide invoices to City in two intervals upon completion of inspected and approved structural work, and when the Services are complete, and work has passed inspection. Each payment will be equivalent to 1/3 the amount of the original contract. Any additional expenses, which shall be presented in writing by Contractor and must be first approved by City prior to acceptance, will be

paid upon completion of the project. City will pay any approved invoice within ten (10) days of said approval.

3. **CITY Responsibilities** - CITY agrees to furnish Contractor with all current and available information for each task or project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the CITY which may effect services rendered hereunder.

4. **Coordination of Work and Work Product** - Contractor shall coordinate, as necessary, with the CITY's designated representative identified in the Request for Bid. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the CITY shall be considered the property of the CITY. When available and requested by the CITY, work product shall be provided in electronic form at actual cost in media compatible for use with CITY software and equipment.

5. **Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary training and protection to prevent damage, injury or loss to all employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify CITY of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or any person directly or indirectly employed by any of them or anyone of whose acts any of them may be liable.

5.2. In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the CITY, shall act to prevent threatened damage, injury or loss. The Contractor will give the CITY prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3. Contractor shall indemnify and hold harmless the CITY and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

5.4. All Contractors entering into contracts for public works shall require all employees providing services under this Agreement to complete ten hours of training pursuant to

Section 292.675 RSMo within sixty days of beginning work on the project.

- 5.5. Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo. All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.
- 5.6. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the CITY, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any Subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any Subcontractor, or of anyone for whose acts the Contractor or its Subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

- 6.1. **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
- 6.2. **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.
- 6.3. **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- 6.4. **Third Person Bodily Injury**- Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$300,000.00 per person and \$2,000,000.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in Section 537.610 RSMo, as annually adjusted.
- 6.5. **Automobile Coverage** - Claims for damages because of injuries to persons and property

arising out of the operation of the following in the execution of projects:

- a) Contractor's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contract.
- d) The insurance shall cover the use of the above-mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 Public Liability and Property Damage - Claims for damages because of damage to any property, building, or structure on or adjacent to the CITY's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$300,000.00 per person and \$2,000,000.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in Section 537.610 RSMo, as annually adjusted.

6.7 Excavation or Underground Construction When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the CITY's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures. Before any blasting will be permitted, the Contractor shall be required to obtain a Blasting Endorsement on his Public Liability and Property Damage Insurance Policy.

6.8 Subcontractor The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

6.9 Certificates of Insurance acceptable to the CITY shall be filled with the CITY prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the CITY, and shall name the CITY as an additional insured by endorsement.

7 Indemnification - Failure of Contractor to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the CITY, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the CITY and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents or employees. In addition, any and all claims against the CITY or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold

CITY harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

- 8 **Delegation and Subcontracting** - The Contractor shall not delegate or subcontract any work to be performed by the Contractor under this Agreement without prior approval of the CITY. The Contractor shall be fully responsible to the CITY for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the scope of work to bind Subcontractors to the Contractor by the terms of the agreement insofar as applicable to the scope of work of Subcontractors and give the Contractor the same power as regards terminating any subcontract that the CITY may exercise over the Contractor under any provision of this agreement. Nothing contained in the contract shall create any contractual relation between any Subcontractor and the CITY.
- 9 **Records and Samples** - To the extent not otherwise transferred to the CITY's possession, Contractor agrees to retain and provide the CITY with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the CITY as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the CITY or the CITY's representative.
- 10 **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the CITY unless rendition of that service and expense thereof has been authorized in writing by the CITY in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the CITY shall be deemed a part of basic services for work performed under the Request for Bid governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.
- 11 **CITY Authorization** - When the term CITY is used in this agreement, it shall mean the Board of Alderman of the City of Knob Noster, Missouri, as the context requires. Authorization by the CITY shall mean approval by vote or appropriate Ordinance. It is further understood and agreed that no person or party is authorized to bind the CITY to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Board or Director. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the CITY in deviation to the terms and conditions of this agreement or as authorization for compensation for services except as may be approved by the Board of Alderman. When the term CITY's representative is used, it shall mean the Executive Director or designee as specified in writing.
- 12 **Period of Services and Termination** - The period of performance under this agreement shall be through **WORK CONCLUSION TIMELINE**, unless extended by agreement of writing of the parties, from the date of a Notice to Proceed. The CITY may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement and CITY shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the CITY questions the extent of work on a final invoice, the Contractor shall give the CITY the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed

under the provisions of this agreement may also be terminated by the Contractor upon not less than seven days written notice in the event the CITY shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13 Governing Law - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is the exclusive venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14 Prevailing Wage - The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

14.1 The Contractor and any authorized Subcontractor shall keep an accurate record showing 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 representatives of the Labor & Industrial Relations Commission and the CITY. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of this Agreement. Throughout the life of this agreement, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed at the site of the project in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

14.2 Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the CITY as a penalty, one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them or by any Subcontractor under them.

14.3 After completion of the project and before final payment can be made under this Agreement, the Contractor and any authorized Subcontractor must file with the CITY an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

14.4 During the life of this Agreement, the prevailing hourly rate of wages is subject to change by the Labor and Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the CITY, nor will deductions be made by the CITY against sums due the Contractor by reason of such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this Agreement.

15 During the term of any order from the Department of Labor concerning excessive unemployment, the provisions of Sections 290.550 through 290.580 RSMo shall be observed by CONTRACTOR.

16 Certification of Lawful Presence / Work Authorization - Contractor will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto.

17 Nature of Relationship - Contractor herein is an independent contractor and shall not act as an agent for the CITY, nor shall Contractor be deemed to be an employee of the CITY for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the CITY's behalf or commit the CITY in any way.

18 Conflict of Interest - Contractor hereby covenants that at the time of the submission of the proposal

and the execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such conflict.

- 19 **Material Pricing** – Contractor’s bids and all financial figures are based on current pricing of materials which both parties expressly agree is *subject to change* with little notice and that, as such, if the materials required to meet the terms of this agreement shall change in price more than 5% that the parties shall execute a written change agreement which shall adjust the price of this agreement to reflect the accurate cost adjustment which shall not require additional vote of the Board of Alderman and shall be considered as approved herein up to but not to exceed a change of 25% of price of materials, which shall be verified with direct pricing information from Contractor, in writing prior to addendum being executed.

- 20 **Miscellaneous** – This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives herein.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONTRACTOR NAME

CITY OF KNOB NOSTER, MISSOURI

By:
Title:

By: City Administrator

Dated:

Dated:

Verified by City Clerk

City Clerk

Dated: