



CITY OF REDMOND – REDMOND MUNICIPAL AIRPORT

REQUEST FOR PROPOSALS

Public Art Program

Terminal Expansion – Artwork Project

PROPOSALS DUE: February 27, 2026, at 11:59 PM (PST).

NON-MANDATORY PRE-PROPOSAL CONFERENCE: January 23, 2026, 10:00 AM (PST).

RFP Contact:	Jodi Low, Airport Customer Service & Administrative Supervisor
Email:	jodi.low@flyrdm.com
Project Manager:	Jodi Low, Airport Customer Service & Administrative Supervisor

I. PROCUREMENT DESCRIPTION AND BACKGROUND

The City of Redmond (“City”) owns and operates Redmond Municipal Airport (a/k/a Robers Field) (“RDM”) located at 2522 Jesse Butler Circle, Redmond, Oregon 97756. City is issuing this Request for Proposals – Redmond Municipal Airport Public Art Program – Terminal Expansion – Artwork Project (this “RFP”) to solicit qualified artists or artist teams to design, fabricate, create, produce, construct, deliver, and install works of art at six locations on the secure side of RDM’s terminal (the “Terminal”) beyond the Transportation Security Administration (“TSA”) checkpoint as part of City’s current RDM Terminal expansion project.

This RFP includes the following attachments (Attachments A through G):

- A. Map and Renderings of Art Locations
- B. Sample Agreement
- C. Certificate of Non-Discrimination (must be submitted with Proposal)
- D. Tax Compliance Statement (must be submitted with Proposal)
- E. Authorization for Release of Performance Information and Waiver (must be submitted with Proposal)
- F. Addenda Acknowledgment Form (must be submitted with Proposal)
- G. VARA Waiver (must be submitted with Proposal)

In July 2025, City broke ground on a Terminal expansion project that will provide approximately 80,000 square feet of new Terminal area. The project is anticipated to be completed in November 2027. This RFP seeks Proposals concerning the design, fabrication, creation, construction, and installation of six site-specific public artworks, which will be integrated into the expanded Terminal area and other existing spaces on the secure side of the TSA checkpoint. City intends to commission visually engaging, durable, and meaningful works that enhance the airport environment and embody the unique spirit of central Oregon.

City invites all qualified artists residing in the United States who are interested in providing these services (“Proposer(s)”) to submit a proposal in response to this RFP (a “Proposal”). This RFP may be viewed at RDM, 2522 SE Jesse Butler Circle, Suite No. 17, Redmond, Oregon 97756.

II. INTRODUCTION

A. About the Airport Art Program

The RDM Public Art Program (the “Program”) is dedicated to curating an immersive and inspiring art experience that reflects the values, heritage, and identity of central Oregon from its indigenous and pioneering historical roots to its dynamic present. City intends to procure works of art that create a memorable and lasting impression of both City and the broader central Oregon region with an aim to surprise and delight the viewing public. The Program features a mix of permanent and rotating artworks, seamlessly integrated into public spaces both outside and throughout the Terminal. Artists are key

collaborators in the Program, selected for their creativity, craftsmanship, and ability to reflect the spirit of central Oregon through their work. Whether producing permanent or rotating pieces, artists contribute to a vibrant and welcoming environment for travelers while aligning with the Program's values of innovation, inclusion, and regional storytelling.

The Program values cultural authenticity and is committed to ensuring that works representing a specific culture or tradition are created by artists with lived experience, heritage, or meaningful connection to that culture. The Program's goal is to honor diverse voices and ensure that every commissioned work reflects authenticity, integrity, and respect.

B. Pre-Proposal Conference

A pre-Proposal conference will be held on January 23, 2026 at 10:00 AM (PST). The conference will be held in the RDM Conference Room on the first floor of the Terminal at 2522 Jesse Butler Circle, Redmond, Oregon 97756. Prospective Proposers may attend the pre-Proposal conference in person or remotely online via Microsoft Teams ([Meeting ID: 216 970 347 051](#); Passcode: BW9Yy7QL). Attendance at the pre-Proposal conference is not mandatory. The purpose of the conference will be to discuss the requirements and objectives of this RFP, the Projects (as described below), and the Program, answer questions, and provide a networking opportunity for prospective Proposers. A tour of selected Terminal areas will be provided for those prospective Proposers attending the pre-Proposal conference in person. Statements made by City's officers, officials, employees, agents, and/or representatives at the pre-Proposal conference (including the tour) are not binding on City unless confirmed by written addendum.

C. Artist Services/Duties/Expectations

Proposers are encouraged to interpret regional themes through diverse media while prioritizing storytelling, discovery, and a sense of place. Selected Proposers will be required to meet the highest standards prevalent in the respective Proposer's industry in providing services under a contract resulting from this RFP. City is seeking Proposers who have the qualifications, willingness, and capability to undertake the following:

- Successfully complete one or more Projects described in Section III below.
- Interpret the vision of the Program through a unique artistic lens, drawing inspiration from central Oregon's landscapes, history, culture, and communities.
- Produce original concepts tailored to a specific Terminal location, scale, and function while ensuring the artwork integrates meaningfully with the architectural and passenger experience, including contributing to wayfinding and ability to navigate the Terminal intuitively.
- Engage with stakeholders when appropriate, including presentations to the Panel (described below), City/RDM staff, consultants, contractors, and the local community.

- Collaborate with City/RDM staff, consultants, and contractors during the design development, engineering review, and installation phases.
- Ensure the highest artistic quality, originality of concept and artistic vision, craftsmanship, mastery of skills and techniques, and capability of artwork to engage the viewer.
- Ensure the feasibility, durability, and safety of the proposed artwork in a high-traffic public environment subject to security and operational requirements.
- Meet contractual requirements for deliverables, timelines, and documentation, including, without limitation, installation and maintenance instructions.
- Participate in publicity, signage, and educational materials when appropriate (e.g., artist statements, video features, and/or tours).

D. Art Selection Panel

City’s Art Selection Panel (the “Panel”) is comprised of local artists, art professionals, tribal and cultural representatives, RDM stakeholders, and City staff. Panelists will include community members with experience or interest in visual arts, architecture, regional culture, and public service.

The Panel will play a key role in reviewing and evaluating Proposals, providing thoughtful input throughout the selection process, and recommending Proposers for commissioning. The Panel’s mission is to help steward an inclusive, inspiring, and regionally reflective Program at RDM. Panel members are selected and approved by the Redmond City Council (the “Council”).

III. ART PROJECTS AND LOCATIONS

This RFP describes and illustrates six potential artwork locations within the prospectively expanded Terminal. Proposers may submit a Proposal to complete and install an artwork at one or more of the below-described Terminal locations (a “Project” or “Projects”). Artwork depicted within the locations described below is for illustrative purposes only and not intended to be prescriptive. For additional Project images and location details please refer to the Map and Renderings of Art Locations attached hereto as **Attachment A**.

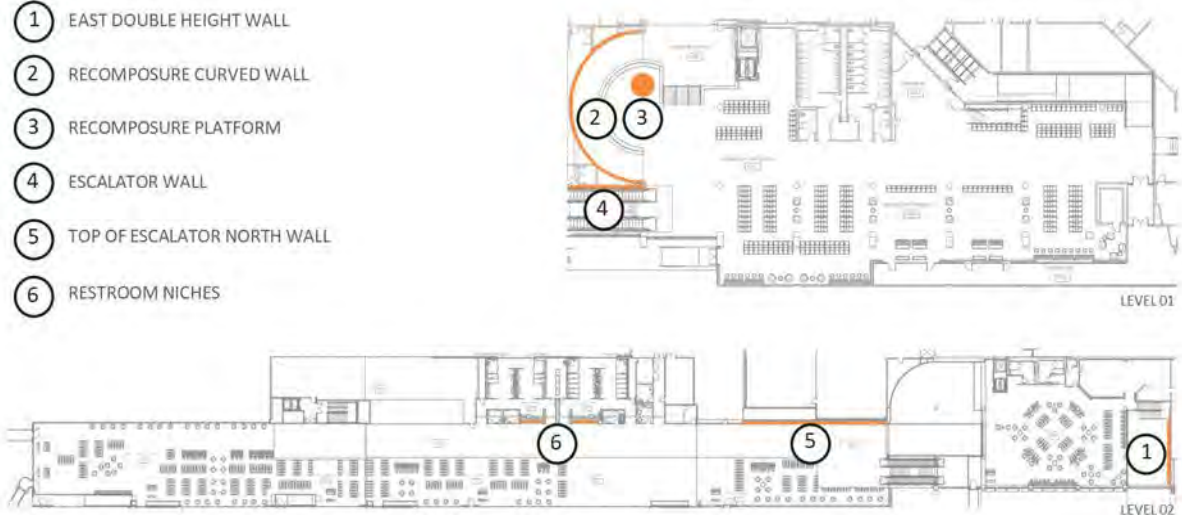
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Locations:

- ① EAST DOUBLE HEIGHT WALL
- ② RECOMPOSURE CURVED WALL
- ③ RECOMPOSURE PLATFORM
- ④ ESCALATOR WALL
- ⑤ TOP OF ESCALATOR NORTH WALL
- ⑥ RESTROOM NICHES

PLACEMAKING

APPLYING THEMES: SURPRISE AT EVERY CORNER



REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

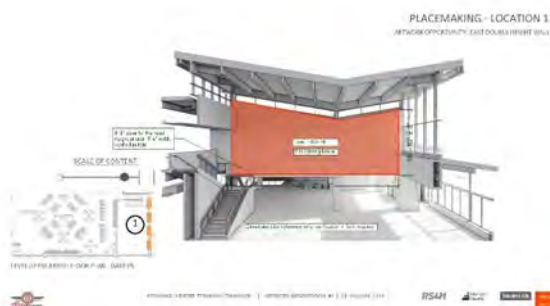
RS&H

Morrison
Masarik

Wooten
Hill

REDAUND
32 / 73

A. Location 1: East Double Height Wall (Gates 1–4)



Type: Vertical wall, visible from both the first and second floors.

Approximate size: 845 square feet.

Approximate Dimensions/Area Description: Width: 46'-2" +/- 3"; height: 18'-10" +/- 3"; 6'-8" clear for the head height at stair, 5'-4" width, verified in field; 3' to lighting fixture.

Audience: Departing and arriving passengers, RDM personnel.

Visibility: Highly visible for passengers arriving from Gates 5–11 or departing from Gates 1–4.

Traffic: Nearly all passengers traveling through the Terminal will encounter this location.

Lighting: Abundant natural light from east-facing second-story windows.

Notes: This location offers a dual level viewing experience ideal for work that engages viewers from multiple vantage points. This area functions as a transitional space

accommodating passengers deplaning and traveling to baggage claim. It is also a hold room with seating.

B. Location 2: Recompose Area Curved Wall



Type: Large, curved wall above a ramp walkway beyond the post-TSA checkpoint recompose area.

Approximate Size: 685 square feet.

Approximate Dimensions/Area Description: Linear length: 91'-2" +/- 3"; rail height: 2'-8" +/- 3"; height at ground floor level: 9'-3" +/- 3"; height at first floor level: 5'-3" +/- 3".

Audience: All departing passengers, some arriving passengers from Gates 5-11 (if using the skybridge), RDM personnel.

Visibility: Viewable from the first floor, second floor, and skybridge.

Traffic: High-traffic area with frequent contact from hands, bags, and wheelchairs.

Lighting: Filtered natural and interior lighting from ceiling.

Notes: This is a transitional space with high foot traffic and physical interaction.

C. Location 3: Recompose Platform



Type: Open vertical space from floor to ceiling in the rotunda on the mezzanine level after the post-TSA checkpoint recompose area.

Approximate Size: 1,580 cubic feet.

Approximate Dimensions/Area Description: Width: 9'-4" +/- 3"; height: 21'-9" +/- 3".

Audience: All departing passengers, some arriving passengers, TSA staff, and RDM personnel.

Approximate Dimensions/Area Description: Total width: 90'-6" +/- 2"; height: 7'-3" +/- 2"; 1'-2" between wall and column. Left section width: 29'; left section height: 7'-3" +/- 2". Middle section width: 29'; middle section height: 7'-3" +/- 2". Right section width: 30'-8"; right section height: 7'-3" +/- 2".

Audience: Passengers and personnel using the escalator, skybridge, and transition areas between first and second floors.

Traffic: High-traffic area with exposure to hands, bags, and wheelchairs.

Visibility: High visibility during vertical and horizontal movement through the Terminal.

Lighting: Abundant natural light from east-facing windows.

Notes: Proposals should include all three wall spaces at this location.

F. Location 6: Restroom Niches



Type: Two wall spaces adjacent to the men's and women's restrooms on second floor.

Approximate Size: Left/right total approximate square feet: 105 / 95 square feet.

Approximate Dimensions/Area Description: Left side width: 14'-5" +/- 2"; left side height: 7'-3" +/- 2"; right side width: 13'-1" +/- 2"; right side height: 7'-3" +/- 2".

Audience: Primarily passengers departing from Gates 6–11 and those using the restrooms.

Traffic: High-traffic area with exposure to hands, bags, and wheelchairs.

Visibility: High visibility to passengers traveling to/from gates and individuals using the adjacent restrooms, drinking fountain, and water bottle refill station.

Lighting: Abundant natural light from east-facing windows and west-facing highlight windows above.

Notes: Proposals should include both spaces at this location. One wall includes a drinking fountain and water bottle refill station.

IV. CURATORIAL THEMES

The Program focuses on broad regional themes that inspire and guide artwork selection. Artworks should be designed in alignment with one or more of the following curatorial themes:

A. Currents of Connection

Celebrating the visible and invisible forces that move through central Oregon – rivers, wind, wildlife, and the movement of people across time. This theme also explores human relationships and the social fabric of the region – how community, culture, and connection shape our sense of belonging. A reflection on both the literal and emotional currents that tie individuals to each other and to place.

B. Rhythms of the Wild

Capturing the natural tempo of the central Oregon landscape – seasonal shifts, volcanic geology, wildfire ecology, and the instinctual patterns of wildlife. Artwork consistent with this theme expresses the untamed energy and quiet power of the region’s vast, rugged terrain, and ever-changing environment.

C. Stories of the Land

Honoring the layered human history and ongoing narratives of central Oregon from its indigenous heritage to ranching traditions and contemporary community life. This theme also embraces the culture of outdoor recreation (e.g., skiing, mountain biking, paddling, rock climbing, etc.) as expressions of how people interact with and are shaped by the land. Artists are invited to interpret personal and collective stories rooted in place.

V. PROGRAM BUDGET

A. Budget Range

The total Program budget is \$1,000,000 and will be divided between each of the six Project locations. Budgets for each Project will vary depending on scale, material, and installation complexity. Without any City obligation, anticipated Project commissions may range from \$10,000 to \$150,000.

B. Payments and Schedule

Subject to final City contract approval, selected Proposers will enter into a formal contract with City. Payments will be issued in phases based on Project milestones. The following is an example and non-binding potential payment schedule for each Project:

1. Contract execution – payment of 15% of the Project price.
2. Final Project design approval – payment of 25% of the Project price.
3. Midpoint Project fabrication progress – payment of 30% of the Project price.
4. Project delivery and installation at the Terminal – payment of 25% of the Project price.
5. Final Project acceptance documentation – payment of 5% of the Project price.

VI. ELIGIBILITY

This RFP is open to emerging and established artists and artist teams residing in the United States with a preference for artists with connections to central Oregon and the Pacific Northwest.

Proposers must demonstrate the following (see Section IX below for a complete list of required minimum qualifications):

- Experience completing projects of similar scale and complexity.
- Proposed materials are durable, safe, Americans with Disabilities Act (“ADA”) compliant, and appropriate for the proposed location and a high-traffic airport setting.
- Ability to collaborate with City, stakeholders such as TSA, architects, engineers, and construction contractors.
- Capacity to meet required timelines.

Artists working in all media are encouraged to submit a Proposal. City believes that powerful art comes from diverse experiences and fresh perspectives. Whether or not you have formal training, your unique vision matters. City encourages submissions from BIPOC, LGBTQIA+, and other historically underrepresented artists. Your stories, identities, and creativity are vital to shaping a richer and more inclusive artistic landscape.

VII. PROPOSAL SUBMISSION REQUIREMENTS/INSTRUCTIONS

A. Deadlines

Proposals must be submitted electronically online via CaFÉ at <https://artist.callforentry.org/festivals.php> no later than 11:59 PM (PST) on February 27, 2026 (the “Closing”). To create a CaFÉ account and submit a Proposal, please visit <https://artist.callforentry.org/register.php>. City will not consider any Proposal received after 11:59 PM (PST) on February 27, 2026. City will also not consider any Proposal that is incomplete and/or submitted in an improper manner and/or format.

If a Proposer desires to compete for more than one Project, the Proposer must submit a separate Proposal for each Project location.

Timely submitted Proposals will be received and publicly opened by Leif Anderson, Airport Contracts and Properties Manager, at 2522 SE Jesse Butler Circle, Suite No. 17, Redmond, Oregon 97756, at 9:00 AM (PST) on March 2, 2026. The public opening of Proposals may be viewed remotely online via Microsoft Teams (Meeting ID: 242 146 707 003 03; Passcode: Fr7fK6CA).

B. Proposal Content Requirements

Proposals will be evaluated based upon the required information described in this Section VII.B and evaluated and scored as provided in Section IX below. The following must be included with each Proposal:

1. Letter of interest. Please include the following in a letter of interest (maximum of one page):

- Introduce the Proposer and the Proposer's interest in one of the six Projects.
- Highlight how the Proposer's previous artwork connects to regional and cultural themes.

2. Artist resume or curriculum vitae ("CV"). The resume or CV should include the following (a maximum four pages):

- Relevant experience, education, exhibitions, and public commissions.
- Demonstrated ability to complete projects of similar scale and complexity to the proposed Project.
- Any experience collaborating with public employees, architects, engineers, construction contractors, and stakeholders.
- Demonstrated commitment to a broad local cultural representation.

If the Proposer is submitting a Proposal as an artist team, please include the team/studio resume (four pages maximum). If a team/studio resume is not available, please combine the individual resumes of each team member into one document.

3. Artist Portfolio. Please include the following with the portfolio submission:

- Up to ten images or videos of the Proposer's past work.
- A numbered list corresponding to the submitted images/videos that includes the artwork title, date, medium, dimensions, and narrative description (two pages maximum).

4. References. Please include contact information for three professional references with direct experience working with the Proposer. Provide name, title, mailing address, email address, and telephone number, as well as the project name or brief description of the project in which the Proposer worked with the identified professional reference. City reserves the right to contact any past or current Proposer clients even if not listed as a reference.

5. Location-Specific Project Proposal. Please include the following with each Proposal:

- Concept narrative describing the proposed artwork for the particular Project location.
- Describe the Proposer's approach to the Project, including the anticipated creative process and how the Proposer plans to collaborate and coordinate with City/RDM staff, TSA, architects, engineers, construction contractors, and stakeholders.
- Preliminary visuals or sketches.
- A description of the intended materials, colors, and surface treatments.
- The anticipated method of fabrication and installation of the proposed artwork.

- Any technical, architectural, engineering, and/or material considerations, including art medium, size, weight, weight distribution, electrical, lighting, mounting, maintenance, cleaning, installation, and structural support requirements.

6. Estimated Budget and Timeline. Please include a detailed and realistic Project budget to demonstrate feasibility, value, and understanding of Project requirements. A turnkey budget is required, meaning selected Proposers are responsible for managing the entire scope of the Project within the proposed budget. Proposed budgets must be inclusive of all costs and expenses associated with the design, creation, fabrication, construction, delivery, and installation of the proposed artwork, including:

- Travel: Site visits, installation trips, lodging, and per diem.
- Artist's fees: Costs related to the design, fabrication, construction, transportation, and installation of the proposed artwork.
- Permitting/Engineering: Provide a detail of costs and expenses related to any permitting and/or engineering required for the proposed artwork (if required for complex or structural works).
- Documentation: Professional photos of the final artwork for City use and public record.
- Contingency reserve: Recommended 10% of total budget.

Also, please include a timeline for the design, creation, construction, fabrication, delivery, and installation of the proposed artwork. City presently anticipates that artwork will need to be installed no later than October 30, 2027 (this date is subject to change).

7. Attachments. The following completed attachments **must** be submitted with a Proposal.

- Attachment C – Certificate of Non-Discrimination
- Attachment D – Tax Compliance Statement
- Attachment E – Authorization for Release of Performance Information and Waiver
- Attachment F – Addenda Acknowledgement Form
- Attachment G – VARA Waiver

VIII. SELECTION PROCESS

Proposers must meet the minimum qualifications and complete all Proposal submission requirements.

A. Phase One: Review of Completeness and Eligibility

Proposals will be reviewed for completeness. In addition, Proposals and/or Proposers, as applicable, will be evaluated for eligibility as described in Section VI above and minimum qualifications as described in Section IX below. Incomplete

Proposals and Proposals/Proposers not meeting the eligibility requirements and minimum qualifications will not be considered.

B. Phase Two: Selection of Finalists

The Panel will be convened and may select one to three finalists (the “Competitive Range”) for each Project location described above. The Panel will evaluate and score each Proposal according to the evaluation criteria described in Section IX below. A maximum score of 20 points is possible for each Proposal. The finalist(s) for each Project location will be selected based upon the Proposal(s) receiving the highest overall score(s). City will provide notice of selection of finalists for each Project location (i.e., the Competitive Range) via Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker>. To receive notice of the Competitive Range, Proposers must register for an online Bid Locker account (free of charge) and create a vendor profile at <https://bidlocker.us/Home/bidlocker.us>.

C. Phase Three: Architectural/Engineering Review and Budget Impact Analysis

Each finalist Proposal will undergo an architectural/engineering and budget impact analysis (“A/E and Budget Analysis”) to assess the feasibility of each Proposal, which will include a determination as to whether the proposed artwork will require Terminal engineering, construction, and additional City financial expenditures. City may provide questions and/or request additional information from Proposers in order to assist City with its A/E and Budget Analysis. If City determines that a proposed artwork would cause the Terminal expansion project budget to be exceeded, cause City to incur undesired additional financial expenditures, or would otherwise interfere with the Terminal expansion project and associated deadlines, the Proposal will be removed from further consideration. City may then select a new finalist with the next highest scored Proposal for additional consideration and potential award of a contract. City will directly notify each finalist Proposer of the results of the A/E and Budget Analysis via email or other written method.

D. Phase Four: Finalist Interviews (Optional)

If more than one finalist is selected for a Project location, City may convene the Panel to interview finalists and recommend one Proposer (or Proposer team) for award of a contract concerning the respective Project. If only one finalist is selected for a Project location after Phase Three, City will not conduct interviews for that Project but will instead provide notice of intent to award a contract for the respective Project location via Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker>. To receive City’s notice of intent to award a contract for a respective Project location, Proposers must register for an online Bid Locker account (free of charge) and create a vendor profile at <https://bidlocker.us/Home/bidlocker.us>. If City conducts interviews of finalists in the Competitive Range for one or more Project locations, City will provide questions to the finalists prior to interviews, which will include a statement of the assigned point allocations for each question. The interviews will be evaluated according to responsiveness, quality of information, and ability of the Proposer to articulate

answers to questions that demonstrate, without limitation, the following: competency, skill, relevant experience, and Project understanding, as applicable. Interview points will be assigned accordingly based upon the point allocation for each question provided by City in advance of interviews. A maximum score of 20 points is possible for each Proposer interview. A maximum score of 40 points (20 points [Proposal], plus 20 points [interview]) is possible for those finalist Proposers who are selected to participate in interviews (if any).

E. Phase Five: Proposer Selection for Contract Award

Subject to the results of the A/E and Budget Analysis, the Panel will select one Proposer for each of the six Project locations based upon either (1) the highest Proposal score (maximum of 20 points); or (2) if interviews are conducted for a Project location, the highest cumulative Proposal score (maximum of 20 points) and interview score (maximum of 20 points). Each selected Proposer will be recommended for contract award to the Council. Council approval is required before a Project contract will be awarded to any Proposer.

IX. EVALUATION CRITERIA

The Panel will review, evaluate, and score Proposals according to the selection criteria and assigned points below. If interviews are conducted, they will be evaluated and scored as described in Section VIII.D above.

Rating Criteria	Description	Proposal Rating Value
Minimum Qualifications	<ol style="list-style-type: none"> 1. Has the Proposer demonstrated experience completing public art projects of similar scale and complexity? 2. Does the proposed artwork deliver on the specific proposed location scope and scale? 3. Are the proposed materials durable, safe, ADA compliant, and appropriate for the proposed location in a high-traffic airport setting? 4. Has the Proposer provided a realistic Project timeline and demonstrated ability to meet required deadlines. 5. Has the Proposer demonstrated realistic installation considerations? 6. Has the Proposer demonstrated an understanding of how to work with City, stakeholders such as TSA, architects, engineers, and construction contractors? 7. Has the Proposer completed and submitted all documentation required by this RFP, including all required attachments? 	Pass/Fail

1.	Artistic Excellence and Innovation: Quality, creativity, and originality of proposed artwork.	6
2.	Connection to Central Oregon, Pacific Northwest, and Curatorial Themes: Demonstrated regional ties and/or demonstrated understanding and sensitivity to central Oregon and broader Pacific Northwest culture, landscape, and community. Proposed artwork creates a memorable and lasting impression of Redmond and central Oregon drawing inspiration from regional landscapes, history, culture, and communities.	6
3.	Integration with Architecture and Space: Proposed artwork enhances passenger experience, complements Terminal design and architecture, and contributes to placemaking and wayfinding.	5
4.	Proposed Project Budget: The reasonableness of the proposed Project budget considering the proposed artwork and Project location.	3

X. CONTRACTUAL REQUIREMENTS

Selected Proposers will enter into a formal contract with City subject to legal review and City approval. The awarded contract(s) will be in form and contain provisions substantially similar to the sample agreement attached to this RFP as **Attachment B** (Sample Agreement).

Selected Proposers will be required to work closely with City/RDM staff and Terminal expansion project contractors. Selected Proposers will develop final designs, undergo technical reviews, and complete artwork creation, fabrication, construction, and installation.

City is committed to working with artists in a collaborative and supportive way to ensure all artwork contributes meaningfully to the RDM experience.

XI. PROCUREMENT TIMELINE

The following is an anticipated procurement schedule; however, the scheduled dates and times are subject to change. City reserves the right to extend and/or change any of the scheduled dates and times provided herein at its sole discretion. Proposers will be notified of any extensions, changes, or updates via Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker>. To receive notifications, Proposers

must register for an online Bid Locker account (free of charge) and create a vendor profile at <https://bidlocker.us/Home/bidlocker.us>.

SCHEDULE OF EVENTS	
RFP Advertisement	January 9, 2026
RFP Issuance/Release	January 10, 2026
Pre-Proposal Conference	January 23, 2026, 10:00 AM (PST)
Deadline to Submit Questions/Requests for Clarification/Protest of RFP and/or Procurement Process	February 17, 2026
Answers/Responses to Proposer Questions/Requests for Clarification/Protest of RFP and/or Procurement Process	February 20, 2026
Proposal Phase (Concept Development)	January 9, 2026 – February 27, 2026
Proposal Submission Deadline	February 27, 2026, 11:59 PM (PST)
Proposal Opening	March 2, 2026, 9:00 AM (PST)
Proposal Evaluations/Establishment of Competitive Range for Interviews (if any)	March 2, 2026 – March 6, 2026
Notice of Competitive Range and Selection of Finalist Proposers for Interviews, or Intent to Award Notification (if interviews are not conducted for one or more Project locations)	March 6, 2026
A/E and Budget Analysis	March 9, 2026 – March 13, 2026
Deadline to Protest Competitive Range, and/or Deadline to Protest Intent to Award Notification (if interviews are not conducted for one or more Project locations)	March 13, 2026
Proposer Interviews	March 16, 2026 – March 20, 2026
Final Proposer Evaluations and Selections	March 20, 2026 – March 25, 2026
Intent to Award Notification (if interviews are conducted)	March 26, 2026
Deadline to Protest Intent to Award	April 2, 2026

Finalization of Contract Terms	April 3, 2026 – April 17, 2026
Council Approval and Formal Contract Award	April 28, 2026
Artwork Development, Creation, Fabrication, and Construction	May 2026 – September 2027
Installation Period	September 1, 2027 – October 15, 2027

XII. QUESTIONS

All questions concerning this RFP must be submitted online via Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker>. The contact person for questions is Jodi Low, Customer Service and Administrative Supervisor.

City's answers to questions concerning this RFP will be posted online via Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker> by February 20, 2026. To submit questions and receive City's answers to questions, Proposers must register for an online Bid Locker account (free of charge) and create a vendor profile at <https://bidlocker.us/Home/bidlocker.us>.

XIII. RESERVATION OF RIGHTS

When in the best interests of City as determined by City, City reserves the right to accept or reject any or all Proposals submitted pursuant to this RFP, waive any informality or technicality in Proposals received, and to modify or cancel this RFP or this procurement. City will provide notice of any modification or cancellation online via Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker>. Additionally, City will retain all rights to final artwork and to use images of the work.

XIV. NO CITY OBLIGATION

This RFP does not obligate City to make an award of any contract or to pay any costs and/or expenses incurred in the preparation of a Proposal in response to this RFP. Proposers responding to this RFP do so at their own cost and expense. City is not responsible for any costs and/or expenses associated with preparing and/or submitting a Proposal and/or any costs and/or expenses associated in any way with responding to this RFP and/or any actions taken to participate in the solicitation and procurement process, including, without limitation, costs and expenses associated with interviews and/or presentations.

XV. ADDITIONAL INFORMATION

A. Insurance

Proposers will bear the entire risk of loss and/or damage to the artwork during design, fabrication, construction, transportation, and installation. Insurance requirements can be found in the Sample Agreement attached hereto as **Attachment B**. Only when

the artwork is completely installed and formally accepted by City will City then assume the risk of loss or damage (subject to the selected Proposers warranty and City's claims for defect(s) in workmanship and/or negligence). Selected Proposers will provide and maintain, and require all subcontractors to provide and maintain, insurance to cover claims for damages for personal injury, death, and property damage. The coverage will provide protection for all operations by the selected Proposer, any subcontractor, and/or anyone directly or indirectly employed by either of them.

B. Addenda

Proposers must review this RFP and associated documents carefully. Prior to submitting a Proposal, Proposer's may request additional information or clarification by the date specified in the anticipated RFP schedule above. A Proposer's failure to request additional information or clarification will preclude the Proposer from subsequently claiming any ambiguity, inconsistency, or error.

City will issue responses to inquiries and any other corrections or amendments to the RFP it deems necessary by written addenda prior to the Proposal due date (i.e., the Closing). Proposers should rely only on the representations, statements, and/or explanations that are contained in this RFP and written addenda to this RFP (if any). Where there appears to be a conflict between this RFP and any issued addenda, the latest addendum issued will prevail.

It is the Proposer's responsibility to review all addenda to this RFP. City will post all addenda online via Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker>. To access and receive addenda, Proposers must register for an online Bid Locker account (free of charge) and create a vendor profile at <https://bidlocker.us/Home/bidlocker.us>. Proposers should not expect direct notification of addenda or other updates to be provided directly from City. Proposers are encouraged to frequently visit Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker> in order to be notified of any addenda issued by City. Written addenda issued by City will become part of this RFP and binding on all Proposers. Proposers must acknowledge receipt of all written addenda in their Proposals.

C. Five-Year Warranty

Selected Proposers will agree to warranty the material and workmanship of the commissioned artwork for a period of five years after the date of City's acceptance of the work.

D. Protest Procedures

Proposers are directed to the protest procedures set forth in OAR 137-047-0430(4), 137-047-0720, OAR 137-047-0730, and 137-047-0740. Proposers may submit a written protest of this RFP, the solicitation process, addenda (if any), contractual terms and/or specifications, the Competitive Range (if any), and/or the selection of a particular Proposer for award of a contract (if any). To be considered, a protest must (1) identify the Proposer's name and reference to this RFP, (2) contain the

information/contents required by OAR 137-047-0430(4), 137-047-0720, OAR 137-047-0730, and/or 137-047-0740, as applicable for the particular protest, (3) be signed by the Proposer's authorized representative, (4) be submitted in writing to the Airport Contracts and Properties Manager identified below, and (5) be timely submitted in accordance with the deadlines specified in OAR 137-047-0430(4), 137-047-0720, OAR 137-047-0730, and 137-047-0740, as applicable for the particular protest, unless a different deadline is identified in this RFP or any addenda to this RFP. All protests must be submitted in accordance with OAR 137-047-0430(4), 137-047-0720, OAR 137-047-0730, and/or 137-047-0740, as applicable for the particular protest. A timely submitted protest will be resolved within a reasonable time following City's receipt of the protest. Any protest must be submitted to:

Leif Anderson
Airport Contracts and Properties Manager
Email: leif.anderson@flyrdm.com

E. Public Records; Confidential Information/Trade Secrets

City may open Proposals in a manner that avoids disclosing contents to competing Proposers during, when applicable, the process of negotiation. Notwithstanding the foregoing, City will record and make available the identity of all Proposers as part of City's public records after Proposals are opened. Pursuant to ORS 279B.060(6), Proposals are not required to be open for public inspection until after a notice of intent to award a contract is issued.

Submitted Proposals may be subject to public records requests as permitted by Oregon Public Records Law. City will attempt to maintain the confidentiality of materials marked "Confidential" to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information to comply with the terms and conditions of this RFP, each Proposer must label any information that it desires to protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.

City will take reasonable measures to hold in confidence all such labeled information, but in no event will City be liable for release of any information when required by law or court order to do so, whether pursuant to Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).

In submitting a Proposal, each Proposer agrees that City may reveal any trade secret and/or other confidential materials contained in the Proposal to City employees, the Panel, and to any City consultant and/or agent, and post the Proposal on City's intranet or internal network for purposes related to its evaluation, scoring, and ranking. By

responding to this RFP, each Proposer agrees to defend, indemnify, and hold City and each City officer, official, employee, representative, and agent harmless for, from, and against all lawsuits, claims, liabilities, damages, costs, and expenses incurred in connection with refusing to disclose any material that the Proposer has designated as a trade secret and/or as confidential information. Any Proposer that designates its entire Proposal as a trade secret and/or confidential may be disqualified from consideration.

F. Title VI Solicitation Notice

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

G. VARA Waiver

If all or any part of a Proposer's Proposal constitutes a visual art subject to the Visual Artists Rights Act of 1990, codified at 17 USC § 106A ("VARA"), by submitting a Proposal, the Proposer agrees that the Proposer waives any and all of its rights pertaining to the Proposal, including, without limitation, any portions thereof, and any attachments, exhibits, ancillary documents and/or things provided by the Proposer in response to this RFP ("Ancillary Submissions") under VARA, as may be amended or supplemented from time to time, and any State of Oregon and/or other state legislation comparable to VARA, whether reserving moral rights or similar rights to the Proposer or otherwise, to the fullest extent permitted by law. Proposer acknowledges and agrees that the VARA waiver provided herein is (1) provided knowingly and voluntarily, and (2)

concerns the Proposer's Proposal (including Ancillary Submissions) and any visual display and/or distribution of the Proposal (including Ancillary Submissions) in connection with the evaluation and/or analysis of the Proposer's Proposal (including Ancillary Submissions). By submitting a Proposal, the Proposer waives all the Proposer's rights of every nature in and to the Proposal (and Ancillary Submissions) under VARA (and any comparable State of Oregon and/or other state legislation), and this waiver is extended to the Proposer's volunteers, employees, contractors, agents, and other persons who contributed to the Proposer's Proposal.

ATTACHMENT A

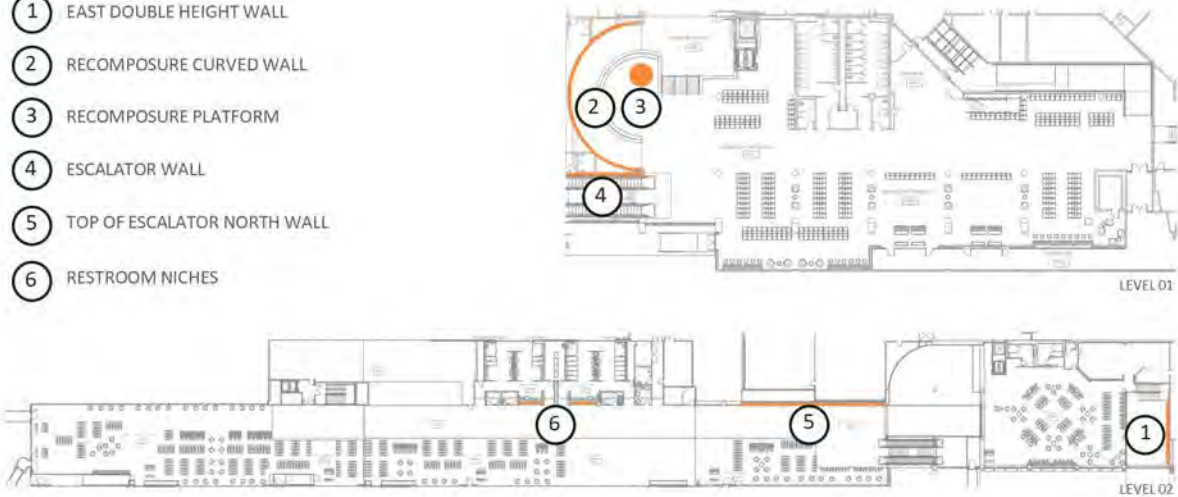
MAP AND RENDERINGS OF ART LOCATIONS

Locations:

- ① EAST DOUBLE HEIGHT WALL
- ② RECOMPOSURE CURVED WALL
- ③ RECOMPOSURE PLATFORM
- ④ ESCALATOR WALL
- ⑤ TOP OF ESCALATOR NORTH WALL
- ⑥ RESTROOM NICHES

PLACEMAKING

APPLYING THEMES: SURPRISE AT EVERY CORNER



REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

RS&H

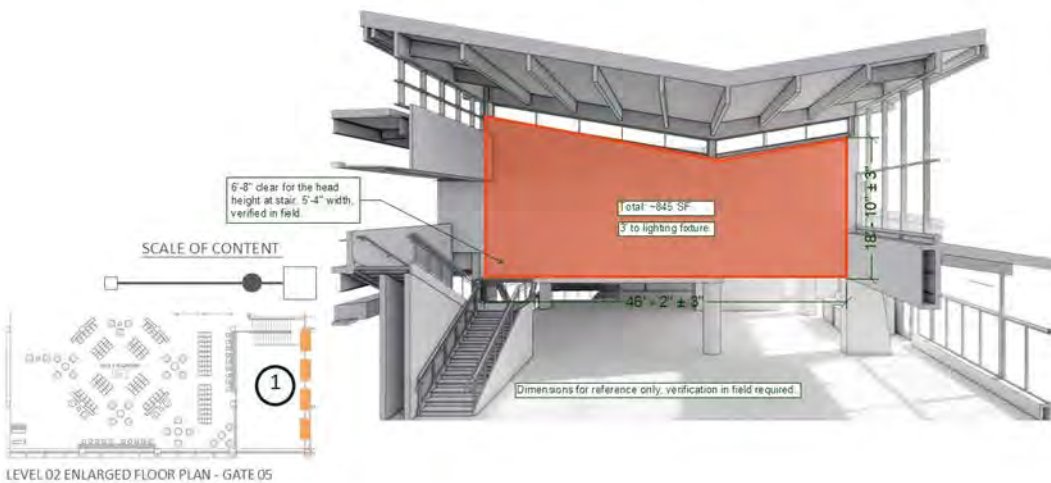
Morrison

Heenderys Elder

REDMOND
21 / 71

PLACEMAKING - LOCATION 1

ARTWORK OPPORTUNITY: EAST DOUBLE HEIGHT WALL



LEVEL 02 ENLARGED FLOOR PLAN - GATE 05



REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

RS&H

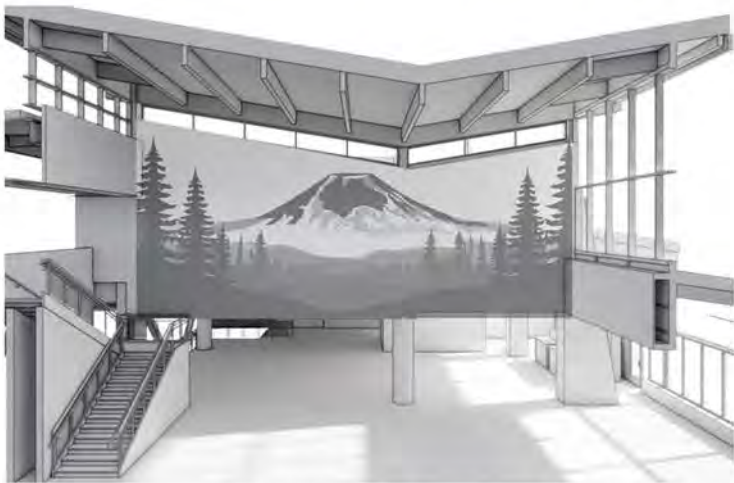
Morrison

Heenderys Elder

REDMOND
25 / 71

ATTACHMENT A

PLACEMAKING - LOCATION 1
ARTWORK EXAMPLE: EAST DOUBLE HEIGHT WALL



ARTWORK IS REPRESENTATIVE AND NOT INTENDED AS ACTUAL ART INSTALLATION



REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

RS&H

Morrison
Maserle

Wendover Eddy

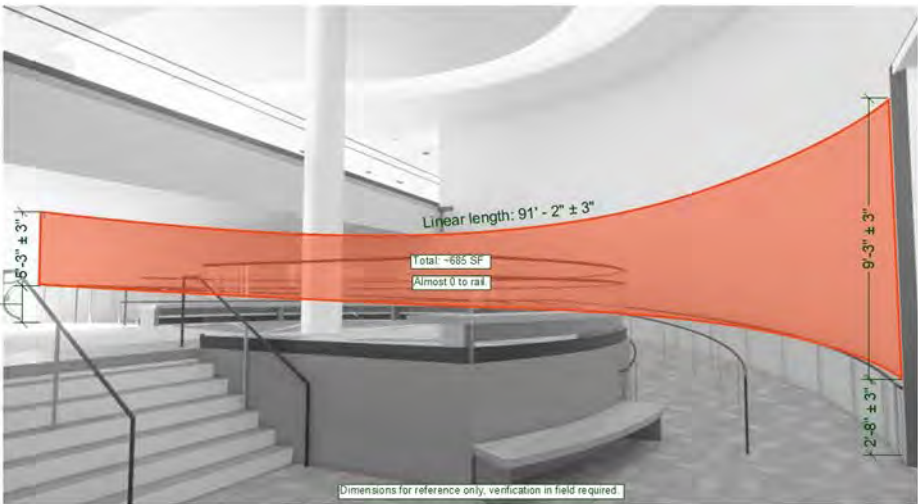
REVISION:
27 / 79

PLACEMAKING - LOCATION 2 & 3
ARTWORK OPPORTUNITY: RECOMPOSURE CURVED WALL & PLATFORM



LEVEL 01 ENLARGED FLOOR PLAN

SCALE OF CONTENT



REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

RS&H

Morrison
Maserle

Wendover Eddy

REVISION:
28 / 79

ATTACHMENT A

PLACEMAKING - LOCATION 2 & 3

ARTWORK EXAMPLE: RECOMPOUSE CURVED WALL & PLATFORM



ARTWORK IS REPRESENTATIVE AND NOT INTENDED AS ACTUAL ART INSTALLATION

REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

RS&H

Morrison
Maserle

Wheeler Day

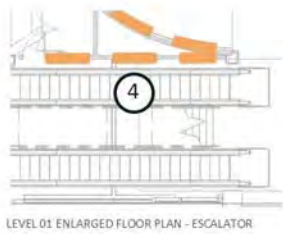
REVISION:
29 / 73



ATTACHMENT A

PLACEMAKING - LOCATION 4

ARTWORK OPPORTUNITY: ESCALATOR WALL



REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

RS&H

Morrison
Maierle

Hennrichy Eddy

REVISIONS
30 / 73

PLACEMAKING - LOCATION 4

ARTWORK EXAMPLE: ESCALATOR WALL



ARTWORK IS REPRESENTATIVE AND NOT INTENDED AS ACTUAL ART INSTALLATION



REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

RS&H

Morrison
Maierle

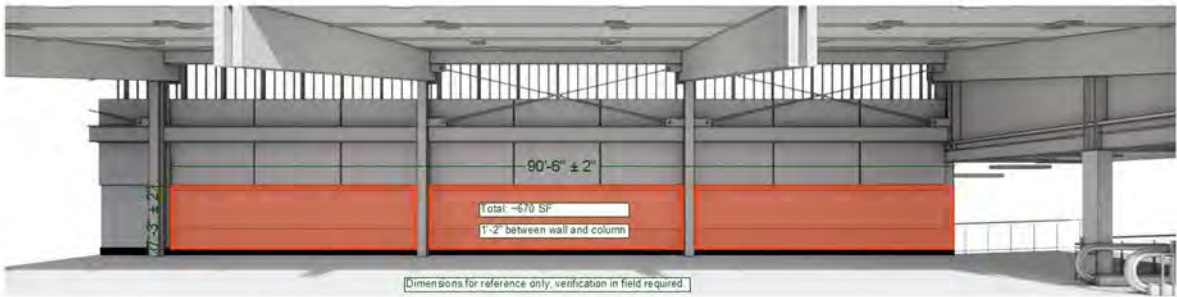
Hennrichy Eddy

REVISIONS
31 / 73

ATTACHMENT A

PLACEMAKING - LOCATION 5

ARTWORK OPPORTUNITY: TOP OF ESCALATOR NORTH WALL



REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

RS&H

Morrison
Moserle

Wendover Eddy

REDMOND
32 / 73

PLACEMAKING - LOCATION 5

ARTWORK EXAMPLE: TOP OF ESCALATOR NORTH WALL



ARTWORK IS REPRESENTATIVE AND NOT INTENDED AS ACTUAL ART INSTALLATION



REDMOND AIRPORT TERMINAL EXPANSION | INTERIORS PRESENTATION #4 | 16 JANUARY 2025

RS&H

Morrison
Moserle

Wendover Eddy

REDMOND
33 / 73

ATTACHMENT A



ATTACHMENT A

PLACEMAKING - LOCATION 6
ARTWORK OPPORTUNITY: RESTROOM NICHE'S



SEYMOUR AIRPORT TERMINAL EXPANSION | INTERIOR PRESENTATION W1 | 14 JANUARY 2025

RS&H

Monitor
Group

Brinkley MA

version:
02 / 15

PLACEMAKING - LOCATION 6
ARTWORK EXAMPLE: RESTROOM NICHE'S



ARTWORK IS REPRESENTATIVE AND NOT INTENDED AS ACTUAL ART INSTALLATION



SEYMOUR AIRPORT TERMINAL EXPANSION | INTERIOR PRESENTATION W1 | 14 JANUARY 2025

RS&H

Monitor
Group

Brinkley MA

version:
02 / 15

ATTACHMENT A



ATTACHMENT B

SAMPLE AGREEMENT

[attached]

AGREEMENT TO PURCHASE AND DISPLAY ART IN PUBLIC AIRPORT TERMINAL

This Agreement to Purchase and Display Art in Public Airport Terminal (this "Agreement") is made and entered into effective on _____, 2026 (the "Effective Date") and is entered into between City of Redmond ("City"), an Oregon municipal corporation, whose address is 411 SW 9th Street, Redmond, Oregon 97756, and _____ ("Contractor"), _____, whose address is _____.

RECITALS:

A. City is the owner, sponsor, and operator of Redmond Municipal Airport (a/k/a "Roberts Field"), a public municipal airport located in Redmond, Oregon (the "Airport"), which includes a certain airport terminal located at what is commonly known as 2522 SE Jesse Butler Circle, Redmond, Oregon 97756 (the "Terminal").

B. City issued a certain request for proposals on or about _____ (the "RFP") concerning the procurement of an artist to design, fabricate, create, produce, construct, deliver, and install a public artwork (the "Project") for City to purchase and display at the Terminal.

C. In response to the RFP, Contractor submitted a certain proposal dated _____ (the "Proposal"). Pursuant to the Proposal, Contractor offered to design, create, construct, produce, deliver, and install a certain _____ (the "Artwork"). During its council meeting on _____, 2026, City's city council selected Contractor to perform and complete the Project concerning the Artwork.

D. Subject to the terms and conditions contained in this Agreement, Contractor will perform and complete the Services (as defined below).

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. SERVICES

1.1 Artist/Artwork Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform and complete the following services, which services include, without limitation, all things necessary, appropriate, and/or incidental to planning, designing, creating, producing, delivering, installing, and displaying the Artwork (collectively, the "Services"):

(a) the planning, designing, and creating of the Artwork, including, without limitation, completing and providing, for City's prior review and approval, any preliminary designs and specifications City may deem necessary or appropriate, which preliminary designs and specifications will include the Artwork's dimensions, weight, description of materials, mounting requirements, installation requirements, structural support requirements, considerations for longevity, lighting and electrical requirements, and conservation and maintenance requirements (the "Artwork Specifications," which Artwork Specifications are described in the attached Exhibit A);

(b) creation, fabrication, production, construction, and completion of the Artwork, including, without limitation, providing all labor, materials, supplies, equipment, and mechanical, electrical, and structural elements necessary or appropriate for the completion of the Artwork;

(c) the delivery, installation, and placement of the Artwork in, on, and at the Terminal in the area depicted and identified in the attached Exhibit B (the "Installation Area"), including, without limitation, completing, after obtaining City's prior written consent, any and all alterations to the Installation Area and/or Terminal as may be required to deliver, install, and place the Artwork at the Terminal;

(d) complying with all City requirements concerning the creation, fabrication, production, construction, completion, delivery, placement, and installation of the Artwork in, on, and at the Terminal, including, without limitation, complying with all conditions of delivery, placement, and installation imposed by City's airport director, which conditions may include, without limitation, providing an engineer or architect certification of the structural soundness of the Artwork;

(e) maintaining the Installation Area and Terminal in a neat, broom-clean condition during and immediately after installation of the Artwork. Contractor will remove any and all equipment, materials, supplies, waste, rubbish, and all other items placed or caused to be placed in, on, and/or at the Installation Area and/or Terminal by Contractor (and/or Contractor's contractors, suppliers, and/or agents) immediately after the completion of the Services or as City may otherwise reasonably direct; and

(f) providing all other labor, materials, supplies, equipment, services, and support necessary or appropriate for the satisfactory completion of the Services, including, without limitation, those Services identified in the attached Schedule 1.1.

Contractor will consult with and advise City on all matters concerning the Services reasonably requested by City, communicate all matters and information concerning the Services to the airport director, and perform the Services under the general direction of the airport director. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement. For purposes of this Agreement, the term "airport director" means City's then-appointed airport director (or his or her designee(s)). Contractor understands and acknowledges that City relied on the representations, warranties, and covenants contained in the Proposal when City selected Contractor to perform the Services. Contractor represents, warrants, and covenants to City that the representations, warranties, and covenants contained in the Proposal are true and correct in all respects.

1.2 Changes in Artwork Design. Contractor will create the Artwork in strict accordance with the Artwork Specifications unless otherwise approved by City in writing. Recognizing that the change in scale and form from model or drawing to full scale may require minor adjustments, Contractor will have the right to make minor adjustments to the Artwork that are structurally and/or aesthetically necessary; provided, however, such minor adjustments to the Artwork must receive the prior written approval of the airport director and will be completed without any cost, expense, and/or charge to City. City may require that Contractor make minor adjustments to the Artwork, at no cost and expense to City, to address, among other things, structural, aesthetic, transportation, installation, display, and/or public concerns.

1.3 Schedule of Services. Contractor will commence completion of the Services, including, without limitation, the creation and/or construction of the Artwork, immediately after City's issuance of a written notice to proceed (the "Notice to Proceed"). Thereafter, Contractor will perform and complete the Services diligently, continuously, and in strict accordance with the Schedule of Services attached as Schedule 1.3 (the "Schedule"). Time is of the essence with regard to Contractor's performance of the Services. The Schedule will include, among other things, deadline dates for (a) structural design and engineering of an Artwork foundation and support structure, Artwork mounting, and/or Artwork suspension (if applicable), (b) purchase of supplies and materials, (c) start and finish of Artwork production, creation, fabrication, and/or construction, (d) delivery, placement, and installation of the Artwork, and (e) completion of the Services. Notwithstanding anything contained in this Agreement to the contrary, the Services will be completed, as determined by City, no later than _____, 2027 (the "Completion Date").

1.4 Subcontracting. Contractor will obtain City's prior written approval before subcontracting any Services, which approval may be withheld in City's sole discretion. If City approves to any subcontracting of the Services, Contractor will remain responsible and obligated for the Artwork and all terms, conditions, provisions, and obligations contained in this Agreement. Any and all subcontracts will be subject to all applicable terms, conditions, provisions, and obligations contained in this Agreement. Contractor will be responsible for the performance of any of its subcontractors whether or not City approved of the respective subcontract.

2. COMPENSATION

2.1 Compensation. In consideration of Contractor's performance of the Services, City will pay Contractor compensation in an amount not to exceed \$_____ (the "Project Price"), which Project Price is more fully described in the attached Schedule 2.1 (the "Project Budget"). Subject to the terms and conditions contained in this Agreement, City will pay the Project Price as follows: (a) \$_____ will be paid upon the parties' mutual execution of this Agreement; (b) \$_____ will be paid when _____; (c) \$_____ will be paid when _____; (d) \$_____ will be paid when _____; and (e) \$_____ will be paid within thirty (30) days after City's approval and acceptance of all Services pursuant to Section 2.2. Contractor understands and acknowledges that City entered into this Agreement on the basis of the Proposal and Contractor's unique skills as an artist; therefore, City will not compensate Contractor for any services concerning the creation, production, fabrication, and/or construction of the Artwork that are not performed by Contractor. The performance of any services concerning the creation, production, fabrication, and/or construction of the Artwork by any person other than Contractor (or a City-authorized subcontractor) will be a material breach of this Agreement.

2.2 Partial Payments; Acceptance. Payment of all or any part of the Project Price will not constitute and/or operate as City's approval and/or acceptance of the Services; it being agreed that City's final acceptance of the Services will occur only after the Services (including the Artwork) have been finally accepted by City through its provision of a certificate of completion to Contractor. The certificate of completion is not valid unless signed by the airport director. Within fifteen (15) days after Contractor's provision of written notice to City that Contractor has completed the Services, City will complete an independent examination and inspection of the Services (including the Artwork) to determine whether the Services have been satisfactorily completed. City will provide Contractor written notice of its acceptance or rejection of the Services within ten (10) days after City's completion of its independent examination and inspection of the Services. If City determines that the Services have not been satisfactorily completed, Contractor will immediately complete or remedy the unsatisfactory portion of the Services. If and when City determines that the Services have been satisfactorily performed, City will make payment of the final Project Price installment under Section 2.1.

2.3 No Reimbursement. Payment of the Project Price will constitute full compensation for the Services, including, without limitation, all supervision, labor, supplies, materials, equipment, taxes, transportation, delivery, installation, and all other necessary or appropriate incidentals to Contractor's completion of the Services. Except as expressly provided in this Agreement, City will not be responsible for any costs, charges, and/or expenses in connection with the Services.

2.4 Payment Withholding. In the event Contractor fails to comply with any provision of this Agreement, City may withhold payment of all or any portion of the Project Price until such non-compliance has been corrected. City's right to withhold payment under this Section 2.4, is in addition to, and not in lieu of, all other rights and remedies available to City under this Agreement, at law, and/or in equity.

3. RELATIONSHIP

3.1 Independent Contractor. Contractor is an independent contractor of City and will not be an employee of City. Contractor is free from direction and control over the means and manner of providing the Services, subject only to the right of City to specify the desired results. Contractor will provide all tools, supplies, materials, and equipment necessary for Contractor to perform and carry out its obligations under this Agreement. Notwithstanding anything contained in this Section 3.1 to the contrary, Contractor's performance and completion of the Services is subject to City's general right of inspection to secure satisfactory performance. Contractor may perform services for others during those periods when Contractor is not performing work for City under this Agreement.

3.2 No Agency Authority. This Agreement does not create an agency relationship between the parties and/or establish a joint venture or partnership relationship. Nothing contained in this Agreement will be construed to

authorize or empower Contractor to assume and/or create any obligation and/or responsibility whatsoever, express or implied, on behalf of or in the name of City, and/or to bind City in any manner, and/or make any representation, warranty, and/or commitment on behalf of City.

3.3 Taxes. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from the performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized under _____ law and validly existing and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, (b) give any person the right to accelerate any obligation of Contractor, (c) violate any law, judgment, or order to which Contractor is subject, or (d) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services; No Encumbrances. Contractor will perform the Services diligently, in good faith, in a professional manner, to the highest standards prevalent among other artists under the same or similar circumstances at the time the Services are performed, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. Contractor will exercise its best efforts to ensure that all materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws. Contractor has, and will continue to ensure, full legal right to transfer and convey the Artwork to City free from all liens, pledges, security interests, restrictions, and other encumbrances, including, without limitation, claims by any person performing services or providing materials to Contractor. No claim of right, title, and/or interest adverse to Contractor and/or City in or to the Artwork has been or will be made by any person.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement and/or the Laws, the following insurance policies: (a) general liability insurance for any and all losses and/or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or bodily injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) commercial automobile insurance with limits of no less than \$500,000.00 per occurrence, \$1,000,000.00 in the aggregate; and (c) if applicable, workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City (and City Representatives (as defined below)) as additional insured(s) (except the workers' compensation policy), and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs and expenses to be reimbursed by Contractor immediately upon City's demand. Notwithstanding anything contained in this Agreement to the contrary,

City may increase the minimum levels of insurance Contractor is required to carry under this Agreement by providing Contractor thirty (30) days' prior written notice.

4.4 Compliance with Laws. Contractor will comply and perform the Services in accordance with the Laws. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, statutes, case law, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870), the Davis-Bacon Act, the Federal Contract Provisions contained in the attached Exhibit C, all rules, advisories, and regulations promulgated by the FAA and/or any other federal airport authority (including, without limitation, City's Grant Assurances and requirements under 14 CFR Part 77), and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. To the fullest extent permitted by the Laws, Contractor will defend, indemnify, and hold City, and each present and future City official, officer, employee, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, lawsuits, actions, proceedings, damages, liabilities, injuries, losses, and expenses, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Contractor (and/or Contractor's directors, officers, shareholders, partners, employees, agents, representatives, and/or contractors (individually and collectively, "Contractor Representative(s)"); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Records. Contractor will maintain complete and accurate records concerning all Services performed. Contractor's records will be maintained in accordance with sound accounting practices and in an acceptable cost account system. Contractor will maintain all books, records, and reports relating to the Services or otherwise produced in connection with this Agreement for a period of no less than five (5) years after City's provision of a certificate of completion (if any) pursuant to Section 2.2 or the earlier termination of this Agreement.

4.7 Independent Investigation. Contractor has visited the Terminal and Installation Area and is satisfied with the nature and location of the Terminal and Installation Area, the general and local conditions, including, without limitation, those bearing on transportation, handling, installation, availability of labor (if applicable), and all other conditions at, in, or on the Terminal and Installation Area. Contractor has investigated, researched, and confirmed the adequacy of existing facilities and structures, any improvements at, in, or on the Terminal and Installation Area, the character, equipment, and facilities needed preliminary to and during Contractor's completion of the Services, and assumes all risk thereof.

5. WARRANTY; REPAIRS

5.1 Limited Five-Year Warranty. For a period of five (5) years commencing from the date the Services are accepted as complete by City under Section 2.2 (the "Warranty Period"), the Artwork, including, without limitation, the structure, composition, materials, fabrication, and installation of the Artwork, will be free from any and all defects and faults of material and workmanship. If City determines that the Artwork is defective during the Warranty Period, Contractor will correct, at Contractor's sole cost and expense, the defective aspects of the Artwork and will provide all materials, equipment, labor, and/or supplies necessary to correct or remedy the defective aspects of the Artwork. If Contractor fails or refuses to correct or repair the defective aspects of the Artwork within thirty (30) days of notice from City, City may make the corrections or repairs and may charge Contractor for any and all costs, charges, and expenses incurred by City to correct or repair the defective aspects of the Artwork. City expenditures will be reimbursed by Contractor upon demand, together with interest at the rate of 10% per annum from the date of City's expenditure(s). City's performance of Contractor's warranty obligations under this Agreement will not operate to

waive any other remedy available to City. If Contractor and City reasonably and mutually determine that the defective aspects of the Artwork cannot reasonably be corrected or repaired, Contractor may, with City's prior written consent and without any cost or expense to City, substitute a new piece of artwork that matches the appearance of the Artwork and that meets all standards and specifications imposed by City, including, without limitation, those standards and specifications described in this Agreement. Any substitute artwork will require the written approval of the airport director before it may be brought into the Terminal and installed at the Installation Area or any other location in the Terminal.

5.2 Exclusions from Limited Five-Year Warranty. Notwithstanding anything contained in this Section 5 to the contrary, Contractor will have no responsibility for the repair, correction, and/or replacement of the Artwork if the Artwork is damaged by catastrophic forces applied by third persons; provided, however, that such catastrophic forces are not caused directly or indirectly by Contractor or any Contractor Representative.

5.3 Other Repair of Artwork. Except as otherwise provided in Section 5.1, in the event repair of the Artwork is necessary due to wear, tear, damage, or other cause, City may notify Contractor of the opportunity to perform the repair for a reasonable fee to be mutually determined by City and Contractor. In the event Contractor refuses to make the repair whether due to lack of agreement on the fee or otherwise, City may arrange for the repair by another qualified person. When emergency repair of the Artwork is necessary in order to prevent the loss of or further damage to the Artwork, such repair may be undertaken or arranged by City without advance notice to Contractor. Notwithstanding the foregoing, City will notify Contractor of an emergency repair within a reasonable period of time. Any repair of the Artwork undertaken pursuant to this Section 5.3 will not constitute an artistic alteration.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership. Contractor's title to the Artwork (including, without limitation, any models) will be transferred, conveyed, and assigned to City, without further act of the parties to this Agreement, immediately upon City's final approval and acceptance of the Services in accordance with Section 2.2. Notwithstanding the foregoing, Contractor will sign such documents and take such actions that City deems reasonably necessary to perfect, protect, and evidence City's rights in the Artwork.

6.2 Copyright. Contractor will retain all copyrights in and to the Artwork; provided, however, Contractor grants City an irrevocable license to graphically depict and/or reproduce the Artwork for any non-commercial or limited commercial purposes without the consent of Contractor. For purposes of this Section 6.2, and without limiting the generality of the foregoing, City's depiction and/or reproduction of the Artwork by exhibition in, among other things, any newspapers, magazines, books, slides, photographs, postcards, posters, calendars, books, commercials, film, television, and/or Airport advertisements and/or promotions will be deemed depictions and/or reproductions of a non-commercial manner or limited commercial manner. If City desires to use the Artwork for purely commercial purposes (other than limited commercial purposes), City will first obtain the prior written consent of Contractor and will, if necessary, negotiate a separate agreement concerning the conditions of City's commercial reproduction of the Artwork.

6.3 No Duplication. Contractor acknowledges and agrees that City requires that the Artwork be unique. Therefore, Contractor will not duplicate and/or reproduce the Artwork (whether or not full size or in three dimensions) without the prior written consent of City; provided, however, Contractor retains the right to reproduce the Artwork by exhibition in Contractor's portfolio, art magazines, art books, and art news sections of newspapers without the consent of City. If City consents to Contractor's duplication or reproduction of the Artwork and/or Contractor reproduces the Artwork by exhibition in Contractor's portfolio, art magazines, art books, or art news sections of newspapers, Contractor will, in addition to any other limitation or condition of approval imposed by City, acknowledge that the Artwork has been installed at the Terminal.

6.4 Originality of Artwork. Contractor warrants that the Artwork will be original and solely the product of Contractor's own creative efforts and does not infringe the rights (including, without limitation, copyrights) of any

person. Contractor also warrants that, unless otherwise stipulated in writing, the Artwork will be an edition of one (1), and that Contractor will not sell, license, perform, or reproduce a substantially similar copy of the Artwork without the prior written consent of City; provided, however, nothing contained in this Agreement will prevent Contractor from creating future artwork in Contractor's style and manner of working.

6.5 Contractor Waiver of Rights under Visual Artists Rights Act. Notwithstanding anything contained in this Agreement to the contrary, and if the Artwork is visual art subject to the Visual Artists Rights Act of 1990, codified at 17 USC § 106A ("VARA"), Contractor waives any and all of its rights pertaining to the Artwork under VARA, as may be amended or supplemented from time to time, and any State of Oregon and/or other state legislation comparable to VARA, whether reserving moral rights or similar rights to Contractor or otherwise, to the fullest extent permitted by law. Contractor acknowledges and agrees that the VARA waiver provided in this Section 6.5 is provided knowingly and voluntarily, concerns the Artwork and such Artwork's visual display at the Terminal, Contractor is waiving all Contractor's rights of every nature in and to the Artwork under VARA (and any comparable State of Oregon and/or other state legislation), and this waiver is extended to Contractor's volunteers, employees, contractors, agents, and other artist(s) who work on the Artwork.

7. MAINTENANCE; DISCONTINUANCE AND RELOCATION

7.1 Maintenance. Upon City's acceptance (if any) of the Artwork pursuant to Section 2.2, City will be responsible, at its own cost and expense, for maintaining the Artwork pursuant to the conservation and maintenance standards presented by Contractor to City at the time of the Artwork's preliminary design, which standards will be in conformance with recognized principles of conservation.

7.2 Discontinuance and Relocation. City may, in its sole discretion and without notice to Contractor, (a) discontinue the display of the Artwork at the Installation Area and/or in the Terminal, and/or (b) relocate the Artwork to any location the City desires. Any and all costs and expenses associated with the relocation of the Artwork will be borne by City. If the Artwork is relocated and Contractor is available, Contractor will assist, at no cost or expense to City, with any technical issues involved with the relocation of the Artwork.

7.3 Insurance. Commencing after the completion of the Services, City may obtain comprehensive general liability insurance protecting City against any and all liabilities arising out of or related to the installation and maintenance of the Artwork.

8. TERMINATION; DEFAULT; REMEDIES

8.1 Termination.

8.1.1 Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Contractor, and/or (b) City may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Contractor. Upon receipt of the notice of termination, except as explicitly directed by City, Contractor must immediately discontinue performing any Services.

8.1.2 Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon written notice to Contractor upon occurrence of any of the following events: (a) Contractor fails to perform the Services within the time specified in this Agreement; (b) Contractor engages in any form of dishonesty or conduct involving moral turpitude that reflects adversely on City and/or the Airport's reputation and/or operations; (c) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (d) problems occur in connection with Contractor's performance of the Services; and/or (e) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or other obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in its sole discretion. Upon receipt

of the notice of termination, Contractor must immediately discontinue all Services affected unless the notice directs otherwise.

8.2 Consequences of Termination. Upon termination of this Agreement, (a) City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others and/or for penalties and/or damages arising from the cancellation of such contractual commitments, and (b) City will pay Contractor (in accordance with Section 2) for all Services actually and properly completed by Contractor in accordance with this Agreement through the date of termination; provided, however, City may withhold payment for an amount approximating the fees for the Services that may be in dispute if City furnishes written notice to Contractor containing a description of the basis for the dispute and amount withheld. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement will not constitute a waiver or termination of any rights, remedies, claims, and/or causes of action the party may have against the other party. Within a reasonable period of time after termination of this Agreement (but in no event later than five (5) days after termination), Contractor will deliver to City all materials and documentation concerning the Services.

8.3 Notice of Default. A party will not be deemed to be in default under this Agreement unless and until a notice of default has been delivered to the alleged defaulting party and such alleged defaulting party has failed to cure the default within ten (10) days after the alleged defaulting party's receipt of the default notice.

8.4 Remedies. Except as otherwise provided in this Agreement, if either party breaches or otherwise fails to perform any of the respective party's representations, warranties, covenants, and/or other obligations under this Agreement, the non-defaulting party may, subject to the requirements of notice provided in Section 8.3, terminate this Agreement and pursue any and all other rights and remedies available to the non-defaulting party under this Agreement, at law, and/or in equity. All available remedies are cumulative, may be exercised singularly or concurrently, and survive termination of this Agreement.

9. MISCELLANEOUS

9.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to Section 1.4, Contractor will not assign and/or delegate this Agreement (including Contractor's obligations under this Agreement) to any person. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

9.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any lawsuit, claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

9.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in a local or state court located in Deschutes County, Oregon, or a federal court located in Lane County, Oregon. Each party consents and submits

to the jurisdiction of any local or state court located in Deschutes County, Oregon, or federal court located in Lane County, Oregon.

9.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered and received (a) upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or (b) at the end of the third business day after the date of deposit if deposited with the United States Postal Service, postage pre-paid, certified, return receipt requested.

9.5 Waiver; Entire Agreement; Survival. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver by either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof, nor will any waiver constitute a continuing waiver of the same provision or condition. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, each provision of this Agreement that would reasonably be expected to survive the termination of this Agreement will survive the termination of this Agreement.

9.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement will be deemed to have been prepared equally by both parties, and this Agreement and its individual provisions will not be construed or interpreted more favorably for one party on the basis that the other party prepared this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[signature page follows this page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be effective for all purposes as of the Effective Date.

CITY:

City of Redmond,
an Oregon municipal corporation

CONTRACTOR:

By: _____

By: _____

Federal Tax Id. No.: _____

Federal Tax Id. No.: _____

Schedule 1.1

Description of Services

[this is a sample description of services and subject to change upon selection of an artist]

1. Develop Artwork design and coordinate design work with City and City consultants and contractors.
 - a. Attend project team kick-off meeting to coordinate work and project schedules.
 - b. Provide design plans and a site plan.
 - c. Review and receive approval of the design and site plan from the City.
2. Design Refinement
 - a. Develop stamped design plans demonstrating structural stability *(if applicable)*.
 - b. Provide and receive approval of the art fabrication drawings.
 - c. Provide means and method of installation including foundation and footing drawings complete with engineered structural calculations with details of the interface and connection between the Artwork and the foundation and/or footing *(if applicable)*.
 - d. Provide means and method of installation and mounting complete with engineered structural calculations with details of the interface and connection between the Artwork and walls or other Terminal surfaces *(if applicable)*.
 - e. Provide means and method of installation and suspension complete with engineered structural calculations with details of the interface and connection between the Artwork and ceilings, beams, or other Terminal structural components *(if applicable)*.
 - f. Review and receive approval of the design, fabrication, and installation plans from City.
 - g. Obtain all necessary permits and approvals from City for the construction and installation of the Artwork *(if applicable)*.
3. Art Fabrication, Production, Creation, and Construction
 - a. Provide Artwork creation, fabrication, production, and construction schedule in accordance with the performance timeline.
 - b. Coordinate Artwork creation, fabrication, production, construction, and subcontractor schedules to maintain the performance timeline.
 - c. Create, produce, fabricate, and/or construct the Artwork *(as applicable)*.
 - d. Coordinate delivery of the Artwork to the Terminal and Installation Area in adherence with local and state transportation requirements.
4. Art Installation
 - a. Contractor is responsible for the installation of the Artwork in accordance with all local and state requirements.
 - b. Coordinate with City's engineers, City's contractors, City, FAA, and TSA staff on the installation of the Artwork within the Terminal.
 - c. Complete all tasks required from City's final inspection.

Schedule 1.3
Schedule of Services

[attached]

DRAFT

Schedule 2.1
Compensation

[attached]

DRAFT

Exhibit A
Artwork Specifications

[attached]

DRAFT

Exhibit B
Installation Area Description

[attached]

DRAFT

Exhibit C
Federal Contract Provisions

Contractor and all subcontractors must insert the following contract provisions in each lower tier contract (e.g., subcontract or sub-agreement). Contractor is responsible for ensuring the following provisions are included in all subcontracts, as applicable. Contractor and all subcontractors must incorporate the requirements of the following contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services. Contractor is responsible for compliance with the following contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

I. GENERAL CIVIL RIGHTS PROVISIONS
49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subcontractors from the Proposal solicitation period through the completion of the Agreement.

II. CIVIL RIGHTS – TITLE VI ASSURANCE
49 USC § 47123

During the performance of the Agreement Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations. Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, Title 49 Code of Federal regulations, Part 21, as they may be amended from time to time (the “Regulations”), which are herein incorporated by reference and made a part of the Agreement.
2. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of contractor’s obligations under the Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the non-discrimination provisions of the Agreement, City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, without limitation:

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

III. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq; 29 CFR § 200.430

All contracts and subcontracts must incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Contractor has full responsibility to monitor compliance with the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

IV. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

The requirements of 29 CFR Part 1910 are incorporated into this Agreement with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ATTACHMENT C

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency must not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business that is certified under ORS 200.055, in the awarding of subcontracts.

By signature of the authorized representative of the Proposer, the Proposer hereby certifies to City of Redmond that this Proposer has not discriminated against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business that is certified under ORS 200.055, in obtaining any subcontracts; and, further, that if awarded a contract for which this Proposal is submitted, will not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Proposer: _____

ATTACHMENT D

TAX COMPLIANCE STATEMENT

The undersigned represents and warrants that the below-named Proposer has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, ORS 305.620 and ORS Chapters 316, 317, and 318 (individually and collectively, the "Tax Law(s)"). The below-named Proposer will comply with the Tax Laws. The undersigned certifies, under penalty of perjury, that the below-named Proposer is, to the best of undersigned's knowledge, not in violation of any Tax Law.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Proposer: _____

ATTACHMENT E

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

_____ (Name of Proposer) hereby consents and authorizes all those businesses and government entities listed in this Proposer's Proposal and any other business or government entity for whom this Proposer has performed artistic services, to disclose and release to City of Redmond ("City") and/or its representatives, information, records, and opinions concerning this Proposer's past performance.

The purpose of this disclosure is to provide references to City.

_____ (Name of Proposer) hereby waives any claim it may have against City and/or any business or government entity providing information to City by reason of any information being disclosed and/or opinions provided regarding the actions or performance of this Proposer.

This authorization for disclosure of information is effective for one year from the date indicated below. Any copy of this authorization will be as valid and effective as the original.

Date: _____

Signature: _____

Printed or Typed Name: _____

Title: _____

Name of Proposer (if Proposer is a business entity): _____

ATTACHMENT F

ADDENDA ACKNOWLEDGMENT FORM

Proposer acknowledges that the Proposer has read and understands all of City of Redmond's ("City") answers to questions concerning the Request for Proposals – Redmond Municipal Airport (RDM) Public Art Program – Terminal Expansion – Artwork Project (the "RFP") posted on Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker>.

All addenda must be included and/or addressed in a Proposal. Proposer acknowledges and represents that the Proposer has read and understands all addenda posted by City on Bid Locker at <https://bidlocker.us/a/redmondoregon/BidLocker>. Proposer acknowledges receipt of and agrees to be bound by the following addenda:

#_____dated:_____	#_____dated:_____
#_____dated:_____	#_____dated:_____
#_____dated:_____	#_____dated:_____
#_____dated:_____	#_____dated:_____

Proposer has read and understands the RFP and all conditions of the RFP, including the above-identified addenda.

Proposer's Legal Name: _____

By: _____

(Signature)

By: _____

(Printed Name)

Title: _____

Address: _____

ATTACHMENT G

VARA WAIVER

If all or any part of a Proposer's Proposal constitutes a visual art subject to the Visual Artists Rights Act of 1990, codified at 17 USC § 106A ("VARA"), the Proposer agrees that the Proposer waives any and all of its rights pertaining to the Proposal, including, without limitation, any portions thereof, and any attachments, exhibits, ancillary documents, and/or things ("Ancillary Submissions") provided by the Proposer in response to City of Redmond's Request for Proposals – Redmond Municipal Airport Public Art Program – Terminal Expansion – Artwork Project under VARA, as may be amended or supplemented from time to time, and any State of Oregon and/or other state legislation comparable to VARA, whether reserving moral rights or similar rights to the Proposer or otherwise, to the fullest extent permitted by law. Proposer acknowledges and agrees that the VARA waiver provided herein is (1) provided knowingly and voluntarily, and (2) concerns the Proposer's Proposal (including Ancillary Submissions) and any visual display and/or distribution of the Proposal (including Ancillary Submissions) in connection with the evaluation and/or analysis of the Proposer's Proposal (including Ancillary Submissions). By submitting a Proposal, the Proposer waives all the Proposer's rights of every nature in and to the Proposal (including Ancillary Submissions) under VARA (and any comparable State of Oregon and/or other state legislation), and this waiver is extended to the Proposer's volunteers, employees, contractors, agents, and other persons who contributed to the Proposer's Proposal.

Proposer's Legal Name: _____

By: _____
(Signature)

By: _____
(Printed Name)

Title: _____

Address: _____
