

TASK ORDER FOR MURAL INSTALLATION

This TASK ORDER FOR MURAL INSTALLATION (“Task Order”) is made this _____ day of _____, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Ben Konkol (“Artist”), whose address is 916 ½ N 12th Street, Boise, ID 83709.

WHEREAS, on January 19, 2021, Artist and City entered into a *Master Agreement for Professional Services: Mural Design, Installation, and Maintenance* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of murals, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work; and

WHEREAS, City and Team MC, LLC (“Owner”) have entered into a *Public Art Easement Agreement*, by which Agreement Owner agreed to allow City to engage an Artist for the purpose of designing a public art mural for potential installation at 1203 N Main Street, in Meridian, Ada County parcel no. R6129020215 (“Property”); specifically, on the north-facing exterior wall of the building located at Property;

WHEREAS, Artist has created a mural design that will establish a sense of place and local identity in downtown Meridian, and beautify public spaces, and Owner wishes to invite Artist to install the mural, as designed, on the north-facing exterior wall of the building located at Property, pursuant to the *Public Art Easement Agreement* entered into by Owners and City;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES. Artist shall install, on the north-facing exterior wall of the building located at Property, a large-scale, painted mural installation as depicted in *Exhibit A* hereto (“Mural”). Artwork design, fabrication, and installation, and Site Restoration shall comply in all respects with the RFP, with this agreement, with any applicable established industry standards, engineering standards, and with all established policies and ordinances of the City of Meridian.

II. COMPENSATION.

A. Total amount. The total payment to Artist for services rendered under this Agreement shall be two thousand dollars (\$2,000.00). This amount shall constitute full compensation for any and all services, travel, transportation, materials, fabrication, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist under this Task Order.

B. Method of payment. Artist shall provide to City invoices for services and deliverables provided pursuant to the payment schedule set forth herein, which City shall pay within thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Task Order. Payment of all taxes and other assessments on such sums shall be the

sole responsibility of Artist.

C. Payment schedule. Artist shall be paid pursuant to the following benchmarks:

1. **Timeline:** \$1,000.00 shall be due to Artist within thirty (30) days of Artist's delivery of a detailed timeline for installation of the Mural, describing the estimated date of completion of each phase of the installation process.
2. **Final Completion:** \$1,000.00 shall be due to Artist within thirty (30) days of upon Final Completion, which shall be defined as:
 - a. Complete installation of the completed Mural, as confirmed by City and Owner;
 - b. Final inspection and written approval of the installation of the Mural by City and Owner;
 - c. Artist's submission to City of a recommended maintenance plan for the Mural; and
 - d. Execution of a mutually agreed-upon acceptance agreement, to be prepared by the City Attorney's Office, to include affirmation of Artist's indemnification of City and express waiver of Artist's right, title, or interest in the Mural.

III. TIME OF PERFORMANCE.

A. Timeline. In the provision of services and deliverables under this Task Order, Artist shall meet the following deadlines:

1. **By 5:00 p.m. by August 12, 2021:** Artist shall deliver to City a detailed timeline for installation of the Mural.
2. **By 5:00 p.m. by September 30, 2021:** Artist shall deliver to City:
 - a. Completely installed Mural, as defined herein and as approved in writing by City and Owner;
 - b. Written recommended maintenance plan for the Mural; and
 - c. Signed acceptance agreement.

B. Time of the essence. The Parties acknowledge that services provided under this Task Order shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Task Order, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Task Order by the party so failing to perform.

III. GENERAL PROVISIONS.

A. Master Agreement applies. All provisions of the Master Agreement are incorporated by reference and made a part of hereof as if set forth in their entirety herein.

B. Owner's and City's designated representatives. Stakeholders have vested in the following representatives the authority to provide to Artist input and approval under this Agreement. Any Stakeholder may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to Artist and to City.

1. Owner:

Paul McKenna, Member
Team MC, LLC
meridiancycles@gmail.com

2. City:

Audrey Belnap, Arts and Culture Coordinator
City of Meridian
abelnap@meridiancity.org

C. City Council approval required. The validity of this Task Order shall be expressly conditioned upon City Council action approving same. Execution of this Task Order by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the Effective Date first written above.

ARTIST:



Ben Konkol

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

EXHIBIT A MURAL DESIGN CONCEPT

