

TASK ORDER FOR TEN MILE TRAILHEAD PUBLIC ART PROJECT

This TASK ORDER for TEN MILE TRAILHEAD PUBLIC ART PROJECT (“Task Order”) is made this ___ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Stephanie Inman, an individual person (“Artist”).

WHEREAS, on October 15, 2019, City and Artist entered into a *Master Agreement for Professional Services: Park Identities Public Art Roster* (“October 15, 2021 Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultation, design, fabrication, and installation, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work;

WHEREAS, on March 19, 2021, City issued a *Call to Artists/Request for Proposals: Park Identity Ten Mile Trailhead* (“March 19, 2021”), a copy of which is attached hereto as *Exhibit A*, inviting Artist and other artists on the Park Identities Public Art Roster to submit proposals for the installation of public art at Ten Mile Trailhead, a community park, located at 3430 N. Ten Mile Road, in Meridian (“Park”);

WHEREAS, in response to the March 19, 2021 RFP, Artist submitted the proposal attached hereto as *Exhibit B*, proposing the installation of a work entitled “Elkhorn”;

WHEREAS, a selection panel comprised of members of the Meridian Parks and Recreation Department and the Meridian Arts Commission reviewed the proposals and selected Artist’s proposal for recommendation to the Meridian City Council by the Meridian Arts Commission, which, at its meeting on July 8, 2021, did vote to forward this recommendation to Meridian City Council;

WHEREAS, the City Council of the City of Meridian, following this recommendation, does find that proposed work “Elkhorn” will further the public health and welfare by: creating and enhancing the overall identity and sense of place at Ten Mile Trailhead; celebrating Idaho’s native plant life; and encouraging outdoor recreation and enrichment;

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 design and fabricate all components of the art installation entitled “Elkhorn,” as depicted in *Exhibit B* (collectively, “Artwork”); shall install such Artwork at the Park; and shall restore landscaping and pathways to the same condition as prior to installation of the Artwork (“Site Restoration”).

II. COMPENSATION.

- A. Total amount.** The total payment to Artist for the design, fabrication, and installation of the Artwork shall be forty thousand dollars (\$35,000.00). This amount shall constitute full compensation for any and all services, travel, transportation, materials, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist.
- B. Method of payment.** Artist shall provide to City invoices for services and/or materials 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. Artist shall file a WH-5 Public Works Contract Report with the Idaho State Tax Commission in accordance with applicable rules for same.
- C. Payment schedule.** Artist shall be paid pursuant to the following benchmarks:
1. **City Approval of Detailed Plan:** \$15,000.00 shall be paid to Artist within thirty (30) days of the Parks Superintendent's approval of Artist's detailed plan for fabrication of the Artwork and installation of the Artwork at the Park ("Detailed Plan"). The Detailed Plan shall include:
 - a. Detailed project timeline;
 - b. Detailed, to-scale site plan for the installation of each and all components of the Artwork at the Park, prepared in coordination with the City of Meridian Park Superintendent;
 - c. Plan for obtaining written licenses and/or permissions for the use of each image depicted on Artwork, if necessary;
 - d. Plan for obtaining any and all necessary permits or approvals from the City of Meridian for the installation of the Artwork, which may include Certificate of Zoning Compliance from the Community Development Department/Planning Division; permitting and inspection by the Community Development Department/Building Services Division; and coordination with the Meridian Parks & Recreation Department regarding landscaping and utilities;
 - e. Construction drawings and structural calculations for each and all components of the Artwork, reviewed and stamped by an engineer certified in the state of Idaho;
 - f. Plan for engaging an independent testing agency to test and inspect construction, fabrication, and installation materials and methods (the same duly qualified engineer who prepares the construction drawings and structural calculations may serve as the testing agency, at Artist's election); and
 - g. Plan for Site Restoration following Artwork installation.
 2. **Fabrication of Artwork:** \$10,000.00 shall be paid to the Artist within thirty (30) days of completion of Fabrication of the Artwork, or all components thereof, as demonstrated to and approved in writing by the Parks Superintendent.
 3. **Final Completion:** \$5,000.00 shall be paid to the Artist within thirty (30) days of Final Completion, which shall be defined as:

- a. Complete installation of the completed Artwork at the Park, as confirmed by the Parks Superintendent;
- b. Artist's submission to the Parks Superintendent of a recommended maintenance plan for the Artwork;
- c. Execution of a mutually agreed-upon acceptance agreement, similar to the sample agreement attached hereto as *Exhibit C* for illustrative purposes only, to include affirmation of Artist's indemnification of City and express waiver of Artist's right, title, or interest in the Artwork, which agreement shall be prepared by the City Attorney's Office;
- d. Written licenses and/or permissions for the use of each and all of the images depicted on Artwork, if necessary;
- e. Waivers of lien from any and all sub-contractors and major materials suppliers;
- f. Copy of WH-5 Public Works Contract Report filed with the Idaho State Tax Commission.
- g. Report from an independent testing agency approving construction, fabrication, and installation materials and methods; and
- h. Final inspection and approval of the installation of Artwork by the Parks Superintendent and by City of Meridian Community Development Services Department/Building Services Division, which may include, at the discretion of the Building Official, independent testing and/or inspections for structural soundness.

III. TIME OF PERFORMANCE.

A. Timeline. In addition to the benchmarks set forth in the timeline prepared by Artist as part of the Detailed Plan, the Parties shall meet the following deadlines:

1. **By 5:00 p.m., February 28, 2022:** Artist shall complete Submission of the Detailed Plan to the Parks Superintendent. The Parks Superintendent shall review, request modifications as necessary, and approve such Detailed Plan, either as submitted or as modified pursuant to mutual agreement, within fourteen (14) days of receipt thereof.
2. **By 5:00 p.m., May 31, 2022:** Artist shall complete Fabrication of the Artwork and obtain written approval of same by the Parks Superintendent. The Parks Superintendent shall approve, or approve as modified, such fabrication within fourteen (14) days of Artist's notice of such completion. Prior to issuing approval, the Parks Superintendent shall determine that the Artwork as fabricated is in keeping with Artist's representations as depicted in *Exhibit A*. Non-material design refinements and/or improvements shall be left to the discretion of the Artist.
3. **By 5:00 p.m., June 30, 2022:** With prior approval and all necessary permits from the City, Artist shall cause the installation of the Artwork at Park, and shall schedule final inspection and approval of the installation thereof by the City of Meridian Community and Development Services Department/Building Services Division and the Parks Superintendent. Artist shall immediately notify the Parks Superintendent of any delay that occurs or is anticipated affecting the installation.
4. **By 5:00 p.m., July 31, 2022:** Artist shall be responsible for Final Completion. The Parks Superintendent may extend the date of Final Completion for a reasonable amount

of time only if such delay is due to circumstances and events beyond the control of Artist or pursuant to a written Task Order by the Parties.

5. **By 11:59 p.m., August 30, 2022:** Provided that Artist has completed Final Completion, as provided herein, City shall execute Final Acceptance of the Artwork, which shall be signified by City's adoption of a resolution indicating that the City accepts the delivery of the Artwork as designed, fabricated, and installed.

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.

C. Inspection. The Artist shall provide the Parks Superintendent with reasonable opportunities to review the progress of the Artwork to ensure compliance with the timeline set forth above and the design as depicted in *Exhibit B* hereto, or as mutually agreed by the Parties in writing, upon the Parks Superintendent's request. If during such inspection, or in the course of the approval processes required herein, the Parks Superintendent concludes that the Artwork or any portion or component thereof does not conform to the timeline or to the proposal as described and depicted in *Exhibit B* hereto or as mutually agreed by the Parties in writing, notice of the specific non-conformity and request for Artist to address the specified non-conformity shall be given to Artist in writing as soon as practicable. Artist shall have fourteen (14) days to address and correct any non-conformity. If, upon the Parks Superintendent's re-inspection, the Parks Superintendent concludes that the Artwork or the nonconforming portion or component thereof remain nonconforming, termination procedures may commence. City's failure to disapprove in writing shall constitute presumptive approval of the Artwork as inspected.

IV. MAINTENANCE AND REPAIR.

A. Standards. Artwork design, fabrication, and installation, and Site Restoration shall comply in all respects with established engineering standards, Idaho Standards for Public Works Construction, all established policies and ordinances of the City of Meridian, and the direction of the Meridian Parks Superintendent or his designee. Artist shall engage an independent testing agency to test and inspect construction materials and methods of installation of Artwork. The same duly qualified engineer who prepares the construction drawings and structural calculations for the Artwork may serve as the testing agency, at Artist's election.

B. Irrigation system repair. City shall be responsible for incidental irrigation system repairs necessitated by installation of the Artwork.


- C. Two years following Final Acceptance.** Artist shall be fully responsible for all parts and workmanship of the Artwork for a period of two (2) years after City's Final Acceptance of the Artwork, and during such time shall replace any defective parts and/or rework any defective craftsmanship in a timely fashion at no cost to City, except that during such period Artist shall not be required to replace or repair any damage to the Artwork caused by City's employees, by vandalism, or by an act of God.
- D. Determination of need for repair.** At all times, including the first two years following Final Acceptance, City shall make any and all determinations regarding whether the Artwork's parts and/or craftsmanship require maintenance, restoration, or repair. Artist may be asked to provide input regarding such matters, but all decisions regarding the need for maintenance, restoration, or repair shall be made by City.
- E. Maintenance, restoration, and repair.** Following Final Acceptance, City shall provide basic maintenance, restoration, and repair of the Artwork at City's cost. In the event that the Artwork is damaged or destroyed, in whole or in part, City may, at its sole election, restore the Artwork, subject to receipt of any insurance proceeds and availability of sufficient funds.

V. GENERAL PROVISIONS.

- A. October 15, 2019 Master Agreement applies.** All provisions of the October 15, 2019 Master Agreement are incorporated by reference and made a part of hereof as if set forth in their entirety herein.
- B. Exhibits.** All exhibits to this Task Order are incorporated by reference and made a part of hereof as if set forth in their entirety herein.
- C. City Council approval required.** The validity of this Task Order shall be expressly conditioned upon City Council action approving the Task Order. 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:


 Stephanie Inman
 Artist

CITY OF MERIDIAN:

 Robert E. Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk

EXHIBIT A

March 19, 2021 RFP



PROCUREMENT DIVISION
Keith Watts, Procurement Manager
33 East Broadway Ave., Ste. 106
Meridian, ID 83642
Phone: (208) 489-0328
Fax: (208) 887-4813

REQUEST FOR PROPOSALS

RFP NO. PKS-2116-11260

CONTRACT SPECIFICATIONS FOR: CALL TO ARTISTS – PARK IDENTITY TEN MILE TRAILHEAD

PROPOSALS MUST BE RECEIVED NO LATER THAN
4:00 P.M. **MAY 19, 2021**

**Proposals must be submitted through the City's Bonfire portal
(<https://meridiancity.bonfirehub.com>) prior to the due date and time**

**Pre-Proposal Meeting
Not Mandatory**

Date: March 31, 2021 4:00 PM
Location: On-site Ten Mile Trailhead
3430 N Ten Mile Rd. Meridian, ID

PROJECT DESCRIPTION

The City of Meridian, Idaho is seeking proposals from respondents currently on the Park Identities Art Roster to create theming element(s) that give Ten Mile Trailhead functional pieces of artwork.

QUESTIONS

The Q&A period for this opportunity as stated in the attached starts March 19, 2021. The Q&A period for this opportunity ends April 26, 2021 12:00 PM MST. Questions must be submitted through the City's Bonfire website. You will not be able to send messages after the Q&A period.

Your proposal submission must be uploaded, submitted, and finalized prior to the Closing Time listed above. We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

ANTICIPATED PROJECT SCHEDULE

The following is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change.

March 19, 2021	Issue Request for Proposal (RFP)
March 31, 2021	Pre-Proposal Meeting
April 12, 2021	Intent to Propose Due
April 26, 2021 12:00 PM	Question Period Ends
April 30, 2021	Addendum Issued (if needed)
May 19, 2021 @ 4:00 PM	Proposals Due
May 20-26, 2021	Evaluation Period
June 10, 2021	Make Recommendation
TBD	NTP

CITY'S REPRESENTATIVE

Procurement Representative

Sandra Ramirez, Buyer
33 E Broadway Ave. Ste. 106
Meridian, ID 83642
(208) 489-0416
Fax (208) 887-4813
sramirez@meridiancity.org

Dated: 3/19/2021

CITY OF MERIDIAN



Sandra Ramirez, Buyer

FORMAL REQUEST FOR PROPOSALS

GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSER

CITY OF MERIDIAN
Meridian, Idaho 83642

PRE-PROPOSAL MEETING

The Pre-Proposal meeting, if contemplated on the cover of this solicitation, will be on-site.

DEFINITIONS, TERMS & CONDITIONS AND SPECIFICATIONS

Additional Terms & Conditions – See separate document titled Sample Agreement

COMMUNICATIONS

The City will use the BonfireHub website (<https://meridiacity.bonfirehub.com>) for the following activities:

- To post the RFP
- To receive any questions or inquires
- To issue any associated addenda
- To post award notice (including value of award)

To contact the Organization or ask questions in relation to this RFP, respondents must register through the City's public procurement portal at **meridiacity.bonfirehub.com** (the "Portal") and initiate the communication electronically through the Opportunity Q&A. The City will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

ADDENDA

All new information to respondents by way of addenda.

This RFP may be amended only by addendum in accordance with this section. If the City of Meridian, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all respondents by addendum posted on the City's public purchasing portal at meridiacity.bonfirehub.com. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Respondents are responsible for obtaining all addenda issued by the City.

BONDING AND INSURANCE

A successful Proposer shall acquire and maintain, at his/her own expense, all insurance and bonds described in accordance with the City of Meridian Standard Contract document found included in this solicitation.

CONDITIONS AFFECTING THE WORK

Before submitting a proposal, each respondent must (1) examine the Request for Proposals documents thoroughly and satisfy themselves as to their sufficiency, and shall not at any time after submission of the Proposal, dispute such specifications and the directions explaining or interpreting them, (2) visit the site to familiarize themselves with the layout of the downtown and the concept plan site, (3) familiarize themselves with Federal, State and Local laws, ordinances, rules and regulations that may, in any manner, affect cost, progress or performance of the work; and (4) study and carefully correlate respondent's observations with the Request for Proposal's. Failure to do so will not relieve respondent from responsibility for estimating properly the difficulty or cost of successfully performing the work. **The City will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Request for Proposal's, or any addendum.**

AWARD OF CONTRACT DOCUMENTS

Award will be made to the Proposer proposing the most advantageous and qualified proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. CITY will establish an evaluation committee. The committee will evaluate all proposals received in accordance with the evaluation criteria. The evaluation committee may also contact and evaluate the Proposer's and subcontractor's references (if any), contact any Proposer to clarify any response, contact any current users of an Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

CITY reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after notice of intent to award is issued. CITY shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of CITY after all factors have been evaluated.

While CITY intends to enter a contract for these services, it will not be bound to do so. CITY reserves the right to reject any or all proposals.

CITY shall be the sole judge of the successful offers hereunder. Proposers are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to CITY. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written agreement with the successful Proposer. A Notification of Intent to Award may be sent to all Proposers. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure until an agreement is reached. If contract negotiations cannot be concluded successfully, CITY may negotiate with the next highest scoring Proposer or withdraw the RFP.

PROPOSER'S COST

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of the City and will not be returned.

RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence relating to the Request for Proposals and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the City after the submission deadline.

PUBLIC RECORDS

The City of Meridian is a public agency. All documents in its possession are public records. Proposals are public records and, except as noted below, will be available for inspection and copying by any person. If any Proposer claims any material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement. The City will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. It is understood, however, that the City will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

EVALUATION

Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Meridian employees, and may include citizens of the City.

PRESENTATIONS

The City may choose to invite those respondents, which are determined to be best qualified, to make a presentation to the City. If it is determined that presentations will be required, an additional evaluation will be conducted and incorporated into the final scoring. Further information may be provided to the prospective respondents after the initial selection.

FINANCIAL STATEMENT

Proposers may be requested provide a current financial statement or the latest annual report. Proposers shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

WARRANTY / GUARANTEE

Contractor delivering equipment / goods against this specification shall guarantee that the equipment / goods meet the minimum requirements set forth herein. If it is found that the equipment / goods delivered do not meet the minimum requirements of this specification, the Contractor will be required to correct the same at the Contractor's expense.

BRAND NAME

Brand names and numbers, when used, are for reference to indicate the character and quality desired. Contractors may offer comparable "EQUAL" products unless expressly prohibited herein. If necessary, the burden of proof and cost on analysis to determine equality shall be that of the Contractor. If proposing an "EQUAL", please state name of manufacturer, model, and part number, if applicable, and enclose descriptive literature.

BONFIRE SUPPORT

The City uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

FORMAL REQUEST FOR PROPOSALS

PROJECT SPECIFICS & SCOPE OF WORK

CITY OF MERIDIAN
Meridian, Idaho 83642

BACKGROUND / PURPOSE

The City of Meridian is soliciting proposals from respondents for a public art project(s) that create and/or enhance the overall park identity at the Ten Mile Trailhead.

The objective of the project is to create a theming element, or elements, that give the trailhead a true identity and sense of place. Panelists are interested in seeing proposals that can be functional pieces in the park and/or that are highly visible to both park users and passersby. The Ten Mile Trailhead is a new trailhead facility located at 3430 N Ten Mile Road (north of Ustick Rd, across from the City wastewater treatment plant). The Trailhead, which is partially constructed and scheduled for completion this spring, will serve as the first ever 'gateway' to the Five Mile Pathway, one of the City's priority pedestrian routes. When complete, this 1.5-acre property will offer amenities such as bike parking and repair facilities, drinking water and restrooms, plaza space, benches and site furnishings, and both traditional and low-water landscape.

SCOPE OF SERVICES / SPECIFICATIONS

The successful proposer will be required to create and/or enhance the overall park identity at the Ten Mile Trailhead by creating a theming element, or elements, that give the trailhead a true identity and sense of place. Meridian Arts Commission (MAC) and Meridian Parks & Recreation Commission (MPRC) are interested in elements that can be functional pieces in the park and/or that are highly visible and appropriate to both park users and passersby. Pieces that contain nudity, inappropriate language or other objects unsuitable for public viewing may be deemed unresponsive.

The selected artist will be responsible to fabricate and install the artwork, in accordance to an executed Task Order with the City and within the project's final budget and timeline.

A stipend of \$500 will be available to artists who submit an Intent to Propose. The stipend is for the development of the maquette. The projects overall budget totals \$35,000, which includes all costs for engineering, materials, fabrication, permitting, travel, contingencies, and installation of the artwork.

GUIDELINES / CONTENT

To be considered responsive, proposals should address all items identified in this section. Please note: Some items require that the Proposer provide a detailed response and/or attachment. Failure to provide a complete response may be grounds for rejection of proposal. Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise

discussion of the Proposer's ability to provide the services that can best satisfy the requirements herein and the needs of CITY.

Elaborate or unnecessarily lengthy documents are discouraged. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to. All requirements and requests for information in the proposal must be responded to. All requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include, experience, references, compliance to the specifications and requirements for the service provided that the City may use to award contracts to the Proposer it determines appropriate.

SUBMITTAL REQUIREMENTS

Letter of Introduction and References:

Generally describe your business experience. To include past work experiences on similar projects. Provide a list of two references to include; name, address, phone number, and email whom the City could contact to verify previous related work experience.

Artwork Description:

Include digital images (.jpg format) or drawings of the proposed conceptual designs or projects to be considered, and related maquettes. Provide details of materials to be used, dimensions, anticipated maintenance, and any other significant information.

Projected Timeline and Pricing:

Proposer shall provide a timeline/schedule of work for the project artwork.

Presentation:

Present proposals and maquettes in front of evaluation panelists. Presentations to be no more than 10 minutes in length and will be followed by Q&A from panelists.

BASIS FOR SELECTION

This Request for Proposals will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

- a. Adherence to RFP (**10 Points**)
- b. Prior Experience and References (**20 Points**)
- c. Understanding of Project Objectives (**50 points**)
- d. Timeline and Cost (**10 points**)
- e. Presentations (**10 Points**)

BONFIRE SUPPORT

The City uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

EXHIBIT B
ARTIST'S PROPOSAL

Elkhorn

PUBLIC ART TRAILHEAD MARKER

Sculptural and bold, the 15-foot height of this abstracted *Elkhorn Clarkia* Wildflower makes this trail marker highly visible from a distance. Four 3-lobed elkhorn petals open at the top of the stem and add a bold, friendly, welcoming presence. A leaf at the base forms a functional bench for resting. An educational element about native plants and wildflowers would be intergrated close to the sculpture.

Wildflowers and native plants are found along pathways and roadsides. The overall theme of wildflowers and native Idaho plants can be repeated as markers with other plants like *Arrowleaf Balsamroot* and *Western Columbine* at different locations along the trail. Each sculpture would be powder-coated in white, and accented by color underneath the petals and/or leaves, to ensure a cohesive series of markers.

My goal for this installation would be to contribute to the local Meridian residents' existing local pride with a unique art installation that begins a theming element for the trails system.



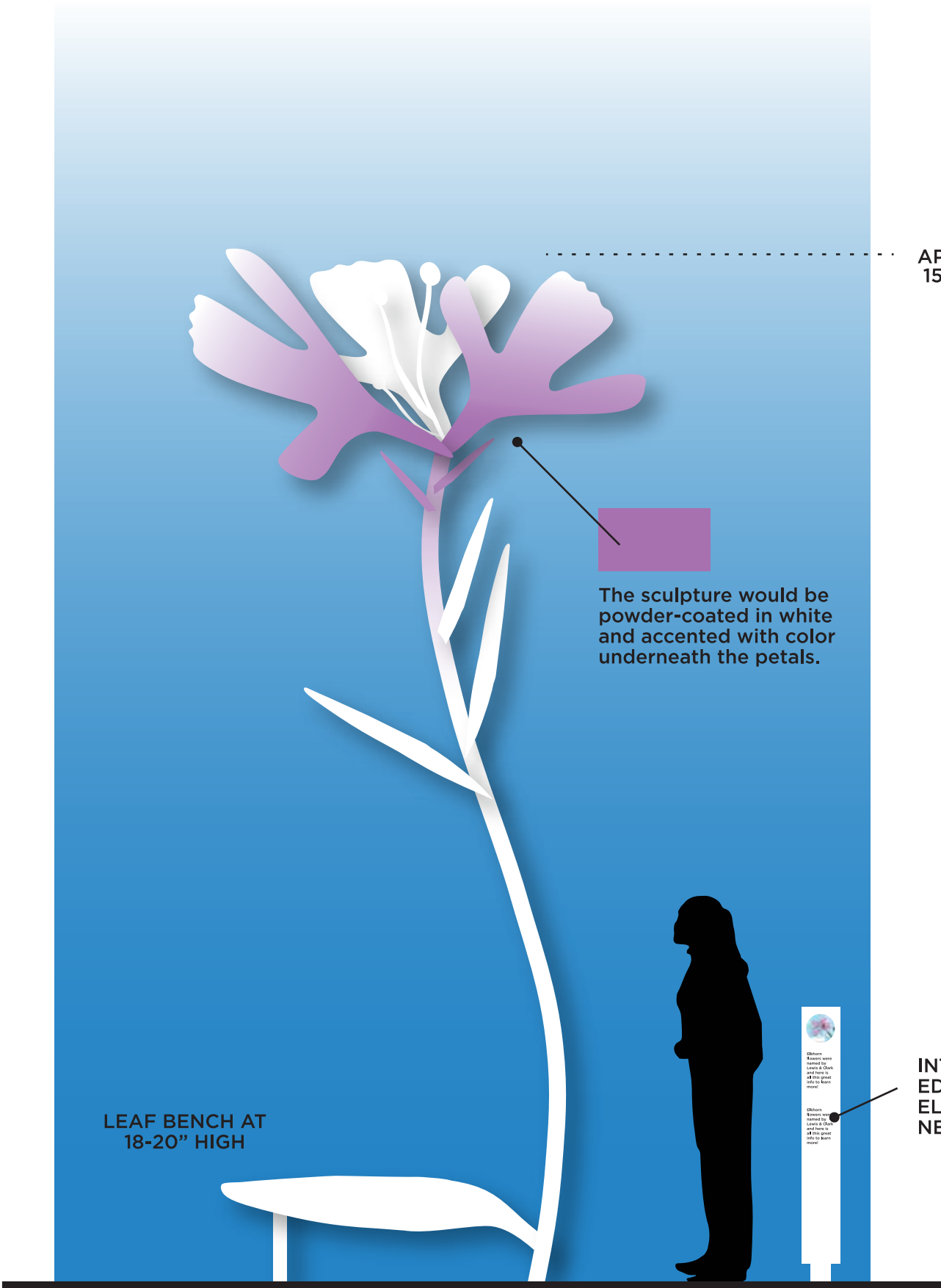
Elkhorn Wildflower
Elkhorn Clarkia is a distinctive wildflower with 3-lobed petals. Lewis & Clark thought the petals looked like miniature elk antlers.



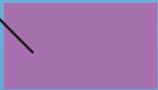
Playground Panel from Discovery Park
This shows other flowers that could be used as part of the overall theme.



ELKHORN WILDFLOWER IMAGES



APPROX
15' TALL



The sculpture would be powder-coated in white and accented with color underneath the petals.

LEAF BENCH AT
18-20" HIGH



INTEGRATED
EDUCATIONAL
ELEMENT
NEARBY

SKETCH



Note: The sculpture would be powder-coated in white and accented with color underneath the petals.

MODEL



SUGGESTED LOCATION

Note: I would like to work with city staff to determine the exact trail location for the sculpture so that it is prominently visible from the street and parking lot off Ten Mile Road.

EXHIBIT C
SAMPLE ACCEPTANCE AGREEMENT

**ACCEPTANCE AGREEMENT
TEN MILE TRAILHEAD PUBLIC ART PROJECT: “ELKHORN”**

This ACCEPTANCE AGREEMENT is made this ____ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Stephanie Inman, an individual person (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, on [DATE], Artist installed at Ten Mile Trailhead an art installation entitled “Elkhorn,” comprised of _____, (“Artwork”);

WHEREAS, on [DATE], City and Artist entered into a Task Order for Ten Mile Trailhead Public Art Project (“Task Order”) that includes, in Section II.C.3.c, a requirement that the parties enter into a mutually agreed-upon acceptance agreement as a condition of the City’s Final Acceptance of the artwork designed, created, and installed by Artist pursuant to the Task Order;

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

I. INDEMNIFICATION.

Artist specifically hereby indemnifies and saves and holds harmless City and its respective employees, elected officials, agents, guests, and/or business invitees, from any and all liabilities, losses, claims, actions, judgments for damages, expenses, or injury to any person or to property arising as a result of:

- A. Artist’s failure, or the failure of any agent, employee, or subcontractor of Artist to exercise reasonable care, skill or diligence in the performance of any work or service under or related to the Task Order and any and all addenda thereto;
- B. Any breach of any representation, warranty or covenant made by Artist, or by any of Artist’s agent(s), employee(s), or subcontractor(s);
- C. Artist’s infringement of or upon any intellectual property rights, whether intentional or unintentional, known or unknown, including any copyright or patent arising out of the reproduction or use in any manner of any images, plans, designs, drawings, specifications, information, material, sketches, notes or documents created or used by Artist in the performance of any work or service under the Task Order and any and all addenda thereto; and/or
- D. The malfunction, breakage, or failure of the artwork, or any portion or component thereof, created and installed under the Task Order and any and all addenda thereto.

II. WAIVER.

Artist hereby waives and releases, on behalf of himself, his employees, agents, heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and/or rights for damages he now has or may hereafter have against the City of Meridian and/or its employees, elected officials, agents, guests, and/or business invitees, suffered in connection with or arising out of the performance of any work or service under or related to the Task Order. Except as otherwise expressly delineated in the Task Order, Artist hereby waives any and all right, title, or interest in the Artwork and/or all items created under, assembled pursuant to, and/or otherwise related to the Task Order and any and all addenda thereto.

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

ARTIST:

Stephanie Inman
Artist

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk