

TASK ORDER FOR FABRICATION AND INSTALLATION OF DISCOVERY PARK ARTWORK: THE HOLE BALL GAME

This TASK ORDER FOR FABRICATION AND INSTALLATION OF DISCOVERY PARK ARTWORK: THE HOLE BALL GAME (“Agreement”) is made this ____ day of _____, 2023 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and UrbanRock Design, a sole proprietor business organized under the laws of the state of California (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, City desires that public art will be a component of the phase II construction of Discovery Park, and to that end, requested a proposal for Artist to submit a design for original interactive artwork to be installed at Discovery Park;

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

WHEREAS, Artist proposed the fabrication and installation of *The Hole Ball Game*, a four-part powder-coated aluminum silhouette sculpture, as generally depicted in *Exhibit A* hereto (“Artwork”);

WHEREAS, project stakeholders representing the Meridian Parks and Recreation Department, and the Public Art Committee of the Meridian Arts Commission evaluated Artist’s proposals submitted and selected Artist’s proposal for recommended installation;

WHEREAS, on June 8, 2023, the Meridian Arts Commission reviewed the Artist’s proposal, and recommends to the Meridian City Council that Artist’s proposal be commissioned for full design and installation;

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, fabricate, and deliver four (4) powder-coated metal silhouette sculptures as described and depicted in *Exhibit A*, and an informational sign as generally depicted in *Exhibit B*, and shall install such Artwork and sign at Discovery Park, in Meridian, Idaho, in the specific location designated by the Meridian Arts and Culture Coordinator (“Site”). Artwork design and installation shall comply in all respects with established industry and engineering standards, Idaho Standards for Public Works Construction, all established policies and ordinances of the City of Meridian, and the direction of the Meridian Arts Commission, the Meridian Parks and Recreation Department and the Arts and Culture Coordinator.

II. COMPENSATION.

- A. **Total amount.** The total payment to Artist for the design, fabrication, and installation of the Artwork shall be forty-five thousand dollars (\$45,000.00). This amount shall constitute full compensation for any and all design, fabrication, installation, delivery, and other services; travel; materials; shipping; contingency; commission; artist fee; and other 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 Agreement. 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. **City Approval of Detailed Plan, Engineering Approval, and Other Items:**
\$15,000.00 shall be paid to Artist within thirty (30) days of the Arts and Culture Coordinator's approval of Artist's detailed plan for design, fabrication, and installation of the Artwork at the Site ("Detailed Plan"); engineering approval; and a building permit application. The Detailed Plan shall include:
 - a. Detailed project timeline;
 - b. Detailed site plan for the location and positioning of installation of the Artwork at Site;
 - c. Engineered, stamped plan for installation of footings and foundations;
 - d. Plan for transportation of artwork to Site for delivery and installation;
 - e. Plan for any site restoration regarding landscaping and utilities, if necessary;
 - f. Plan for engaging an independent testing agency to test and inspect construction materials and methods, if necessary.
 - g. Final construction drawings and structural calculations for Artwork, prepared and stamped by an engineer certified in the state of Idaho;
 - h. Proof of application for a building permit from the City of Meridian Community Development Department/Building Division, and for any permits required by from the City of Meridian Community Development Department/Planning Division.
 - i. Rendering or proof of the content of the informational sign to be installed with the Artwork.
 2. **Fabrication of Artwork, Metal Cut, Prior to Welding and Powder Coating:**
\$7,000 shall be paid to the Artist within thirty (30) days of the submission of video, or photos taken within the previous twenty-four (24) hours to the Arts and Culture Coordinator, demonstrating metal is cut, prior to welding and powder coating of Artwork, and confirmation by the Arts and Culture Coordinator that the work meets the standards set forth in this Agreement and Artist's representations as set forth in the proposal set forth in *Exhibit A*.

3. **Completion of Fabrication of Artwork:** \$15,000 shall be paid to the Artist within thirty (30) days of Artists' completion of fabrication of the Artwork and informational sign, as demonstrated to the Arts and Culture Coordinator and confirmed by the Arts and Culture Coordinator that the work meets the standards set forth in this Agreement and Artist's representations as set forth in the proposal set forth in *Exhibit A*.
4. **Installation of Artwork and Final Completion:** \$8,000.00 shall be paid to the Artist within thirty (30) days of Final Completion and Final Acceptance. Final Completion shall be defined as:
 - a. Complete installation of the completed Artwork and informational sign at the Site, in coordination with and as confirmed by the Arts and Culture Coordinator;
 - b. Artist's submission to the Arts and Culture Coordinator of a report from an independent testing agency approving construction materials and methods, if requested;
 - c. Final inspection and approval of the installation of Artwork at the Site by the Arts and Culture Coordinator and City Building Official;
 - d. Artist's submission to the Arts and Culture Coordinator of a recommended maintenance plan for the Artwork;
 - e. Execution of a mutually agreed-upon acceptance agreement to include Artist's indemnification of City; express waiver of Artist's right, title, or interest in the Artwork; and waivers of lien from any and all sub-contractors and major materials suppliers; which agreement shall be prepared by the City Attorney's Office; and Final Acceptance, which shall be defined as:
 - f. Meridian City Council's approval and execution of the acceptance agreement; and
 - g. City Council's adoption of a resolution indicating that the City accepts the delivery of the Artwork as designed, fabricated, and installed.

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., July 14, 2023:** Artist shall submit to the Arts and Culture Coordinator the Detailed Plan. The Arts and Culture Coordinator shall review, request modifications as necessary, and approve the Detailed Plan, either as submitted or as modified pursuant to mutual agreement, within fourteen (14) days of receipt thereof. Artist shall submit to the Arts and Culture Coordinator the final construction drawings and engineered structural calculations for Artwork and proof of application for any and all applicable building and planning permits. By this date, Artist shall also coordinate with the Arts and Culture Coordinator to determine placement of the Artwork at the Site.
 2. **By 5:00 p.m., September 8, 2023:** Artist shall complete fabrication of the Artwork and obtain written approval of same by the Arts and Culture Coordinator. The Arts and Culture Coordinator shall approve, or approve as modified, the Artwork within

seven (7) days of Artist's notice of such completion. Prior to issuing approval, the Arts and Culture Coordinator shall determine that the Artwork is in keeping with the standards set forth in this Agreement and with Artist's representations as set forth in the proposal set forth in *Exhibit A*, with the limited exception of non-material design refinements and/or improvements.

3. **By 5:00 p.m., September 29, 2023:** Artist shall be responsible for installation of Artwork at the Site. The Arts and Culture Coordinator may extend the date of installation of Artwork 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 agreement by the Parties.
4. **By 11:59 p.m., October 13, 2023:** Provided that Artist has completed Final Completion, as provided herein, the Parties shall execute Final Acceptance of the Artwork.

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

C. Inspection. Upon the Arts and Culture Coordinator's request, the Artist shall provide the Arts and Culture Coordinator and/or City with reasonable opportunities to review the progress of the Artwork to ensure compliance with the timeline and the proposal as described and depicted in *Exhibit A* hereto or as otherwise mutually agreed by the Parties in writing. If during such inspection, or in the course of the approval processes required herein, the Arts and Culture Coordinator or City concludes that the Artwork or any portion or component thereof do not conform to the timeline or to the proposal as described and depicted in *Exhibit A* 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 Arts and Culture Coordinator's re-inspection, the Arts and Culture Coordinator 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. **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.

- B. **Determination of need for repair.** At all times, including in 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.
- C. **Maintenance, restoration, and repair.** 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. CREATION, INTEGRITY, AND OWNERSHIP OF ARTWORK.

- A. **Waiver and relinquishment of rights.** Between Artist's Final Completion and City's Final Acceptance, Artist shall expressly waive any and all right, title, or interest in the Artwork. Artist understands that this waiver shall include waivers of the rights of reproduction, adaptation, publication, and display, except as otherwise permitted by this Agreement. Artist agrees to relinquish any and all rights, title, and interest to the Artwork developed in connection with this Agreement, and hereby expressly waives any rights Artist has to the Artwork, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.
- B. **Limited edition.** Artwork shall be one of a limited edition of one (1). Artist warrants and represents that the Artwork designed, fabricated, and installed pursuant to this Agreement has never heretofore been designed, fabricated, installed, created, published, or copied and that Artist is the sole creator and owner of all rights in the Artwork and the design thereof.
- C. **Ownership.** Upon City's Final Acceptance, the Artwork shall be owned by City. Following Final Acceptance, City may remove the Artwork from the Site and/or move the Artwork to another location, at City's sole election and discretion.
- D. **No copyright.** Artist shall not make any claim to the copyright of the Artwork.
- E. **Photographs of Artwork by City.** City may photographically reproduce the image of the Artwork and all preliminary studies, models and maquettes thereof, as City may desire for educational and public information purposes. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photographic reproduction to be the creator of the original subject thereof, provided that photographic reproductions of preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork.

- F. **Photographs of Artwork by Artist.** Artist may photographically reproduce the image of the Artwork and all preliminary studies, models and maquettes thereof, as Artist may desire for marketing, educational and public information purposes. Where practicable, Artist shall acknowledge on each such photographic reproduction the location of such Artwork, provided that reproductions of preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork.
- G. **Models of Artwork.** City shall at no time create any model, maquette, replica, copy, or any other three-dimensional reproduction of Artwork or any component thereof for any purpose without first entering into a mutually agreed-upon written agreement with Artist governing the creation, use, and/or sale of such model, maquette, replica, copy, or reproduction. Upon Final Completion, Artist shall not create any new model, maquette, replica, copy, or any other three-dimensional reproduction of Artwork or any component thereof for any purpose without first entering into a mutually agreed-upon written agreement with City governing the creation, use, and/or sale of such model, maquette, replica, copy, or reproduction. This provision shall not prevent Artist's creation of any model or mock-up for purposes of designing and/or engineering Artwork prior to Final Completion.
- H. **Alteration of Artwork.** If any alteration occurs to the Artwork after installation, whether intentional or accidental and whether caused by City or others, upon written request of Artist, such Artwork shall no longer be represented to be the work of Artist, unless otherwise allowed by Artist in writing. Other than as specified herein, Artist specifically waives the right to claim any other remedy concerning the alteration of the Artwork as provided for under Idaho or federal law, whether by statute or otherwise.
- I. **Removal from display.** City shall have the right to remove the Artwork from Site and/or from public display. In the event that City determines that the Artwork or any component thereof shall be sold, Artist shall be provided the first right of refusal to purchase the Artwork or such component from City. Should Artist choose to purchase the Artwork pursuant to this provision, the price of the Artwork shall be the fair market value thereof. This provision shall expire upon the death of Artist and shall not be extended to Artist's estate unless City so elects.
- J. **Subcontracting or assignment of obligations.** Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise, including, but not limited to, such obligations as transport and installation of the Artwork, and other obligations as outlined in Artist's proposal as set forth in *Exhibit B*. Any and all subcontractors or assignees shall be bound by all the terms and conditions of this Agreement.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

- A. **Indemnification.** Artist shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses,

claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or business invitees, occurring before City's Final Acceptance of the Artwork.

- B. **Waiver.** Artist waives any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees.
- C. **Insurance to be obtained by Artist.** Artist shall obtain and shall maintain, at Artist's own expense, from the Effective Date of this Agreement through City's Final Acceptance of the Artwork, each and all of the following:
1. **General liability insurance.** General liability insurance with a limit of not less than one million dollars (\$1,000,000.00) per each occurrence, combined single limit bodily injury and property damage, covering the actions and omissions of Artist and her employees, agents, and/or workers in fabricating, transporting, and installing the Artwork and/or components or materials thereof, including coverage for owned, non-owned, and hired vehicles, as applicable.
 2. **Workers' compensation insurance.** Artist shall obtain and shall maintain, at Artist's own expense, from the Effective Date of this Agreement through City's Final Acceptance of the Artwork, and throughout the course of this Agreement, workers' compensation insurance, in an amount required by Idaho law, whichever is higher, to cover any and all persons employed by Artist.
 3. **Insurance of Artwork.** Upon completion of the sculptures, through City's Final Acceptance of Artwork, Artist shall procure and maintain, at Artist's own expense, in an all-risk form with limits of not less than fifty thousand (\$50,000), and any deductible not to exceed five hundred dollars (\$500) each loss, with any loss payable to City. Artist agrees to bear all risks of loss of and/or damage to the Artwork until City's Final Acceptance of Artwork.
- D. **Proof of insurance.** Artist shall provide to City, within seven (7) days of the Effective Date of this Agreement, written proof that Artist has obtained all insurance required hereunder. If any change is made to any insurance policy or coverage required under and/or obtained pursuant to this Agreement, Artist or Artist's insurance agent shall notify City immediately.
- E. **Insurance to be obtained by Artist's subcontractors.** Artist shall require any and all subcontractors employed or utilized in the course and scope of the obligations described in this Agreement to obtain and maintain general liability insurance and workers' compensation insurance in the amounts described herein. Artist shall provide to City,

within twenty-four (24) hours of hiring or engaging any subcontractor, written proof that her subcontractors have obtained all insurance required hereunder.

- F. **Insurance to be obtained by City.** City shall obtain all necessary property and commercial general liability insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Upon City's Final Acceptance of the Artwork, City shall obtain property insurance for the Artwork.
- G. **No cancellation without notice.** On all insurance policies required under this agreement, such policies shall provide that they may not be cancelled or reduced in coverage except upon thirty (30) days advance written notice to all Parties. Any cancellation of insurance without appropriate replacement in the amounts and terms set forth herein may constitute grounds for termination of the contract.

VII. TERMINATION.

- A. **Termination for cause.** If City determines that Artist has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have thirty (30) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
 - 1. **Default by City.** In the event of termination for non-performance or default by City, City shall compensate Artist for work actually completed by Artist prior to the date of written notice of termination and any verified additional services and materials actually performed or supplied prior to the date of written notice of termination, less payments of compensation previously made, not to exceed the total amount of compensation allowed hereunder.
 - 2. **Default by Artist.** In the event of termination for non-performance or default by Artist, except that caused by the death or incapacity of Artist, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all other work products prepared and submitted or prepared for submission under this Agreement shall, at City's option, become City's property. Notwithstanding this provision, Artist shall not be relieved of any liability for damages sustained by City attributable to Artist's default or breach of this Agreement. City may reasonably withhold payments due until such time as the exact amount of damages due to City from Artist is determined. Artist shall not be relieved of liability to City for damages sustained by City by virtue of any breach or default of this Agreement by Artist. This provision shall survive the termination of this Agreement and shall not relieve Artist of liability to City for damages.

- B. **Termination without cause.** City may terminate this Agreement for any reason at any time by providing fourteen (14) days' notice to Artist.
- C. **Termination upon death or incapacity of Artist.** This Agreement shall automatically terminate upon the death or incapacity of Artist. In the event of termination caused by the death or incapacity of Artist, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all other work products prepared and submitted or prepared for submission under this Agreement shall, at City's option, become its property, and the right to fabricate and/or complete fabrication of the Artwork shall pass to City. Notwithstanding this provision, neither Artist nor Artist's estate shall be relieved of any liability for damages sustained by City attributable to Artist's default. City may reasonably withhold payments due to Artist or to Artist's estate until such time as the exact amount of damages due to City from Artist or Artist's estate is determined. Artist shall not be relieved of liability to City for damages sustained by City by virtue of any breach or default of this Agreement by Artist. This provision shall survive the termination of this Agreement and shall not relieve Artist or Artist's estate of liability to City for damages.
- D. **Non-waiver of breach.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. **Relationship of Parties.** It is the express intention of Parties that Artist is an independent contractor and neither Artist nor any officer, employee, subcontractor, assignee, or agent of Artist shall be deemed an employee, agent, joint venturer, or partner of City in any manner or for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement. Specifically, without limitation, Artist understands, acknowledges, and agrees:
1. Artist is free from actual and potential control by City in the provision of services under this Agreement.
 2. Artist is engaged in an independently established trade, occupation, profession, or business.
 3. Artist has the authority to hire subordinates.
 4. Artist owns and/or will provide all major items of equipment necessary to perform services under this Agreement.
- B. **Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.

- C. **Non-Discrimination.** Throughout the course of this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory handicap.
- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. **Costs and attorneys' fees.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- F. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- G. **Cumulative Rights and Remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- H. **Interpretation.** Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. The Agreement and the captions of the various sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
- I. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- J. **Successors and Assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- K. **Notice.** Day-to-day communications between Artist and the Arts and Culture Coordinator may occur by telephone. Any and all notice required to be provided by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail or upon sending via e-mail, addressed as follows:

Artist:

Arts and Culture Coordinator:

Russell Rock, Owner
UrbanRock Design
670 Moulton Ave, Studio 7
Los Angeles, CA 90031-3472
steven.c.parker@gmail.com

Cassandra Schiffler
Parks and Recreation Department
33 E. Broadway Ave. Ste 206
Meridian ID 83642
(208) 489-0399
cschiffler@meridiancity.org

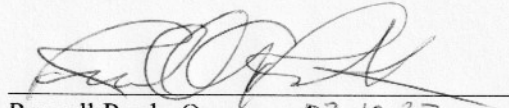
Either party may change her/its address for the purpose of this provision by giving written notice of such change in the manner herein provided.

L. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

M. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement 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 Agreement on the Effective Date first written above.

ARTIST:



Russell Rock, Owner 07-10-23
UrbanRock Design

CITY OF MERIDIAN:

BY:

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

Discovery Park Public Art Project
Meridian Arts Commission
Meridian, ID

The Artists

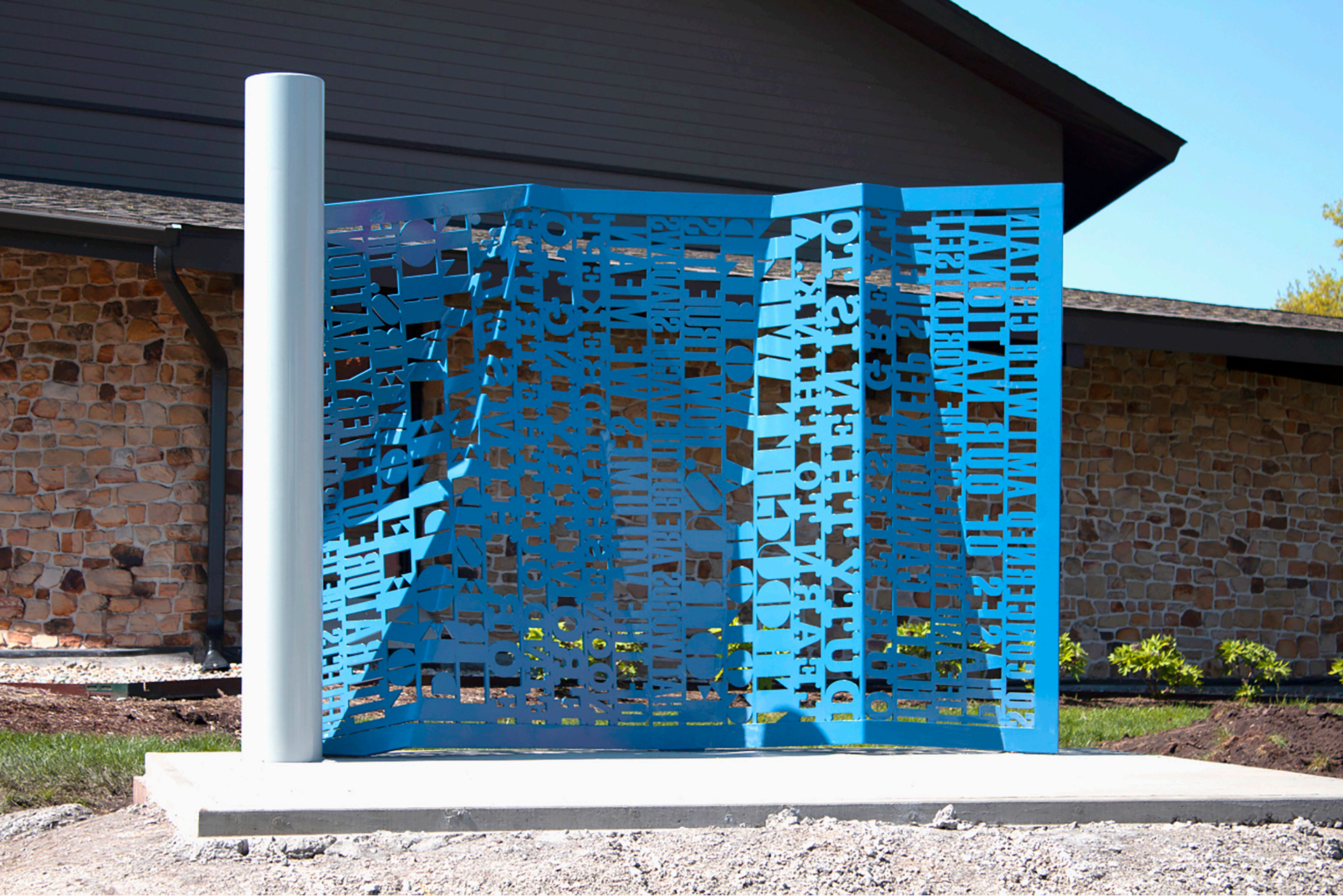


JEANINE CENTUORI

RUSSELL ROCK

UrbanRock Design

Artwork



Dreiser - Shadows of Meaning





View Finder





Wrap House

The Hole Ball Game



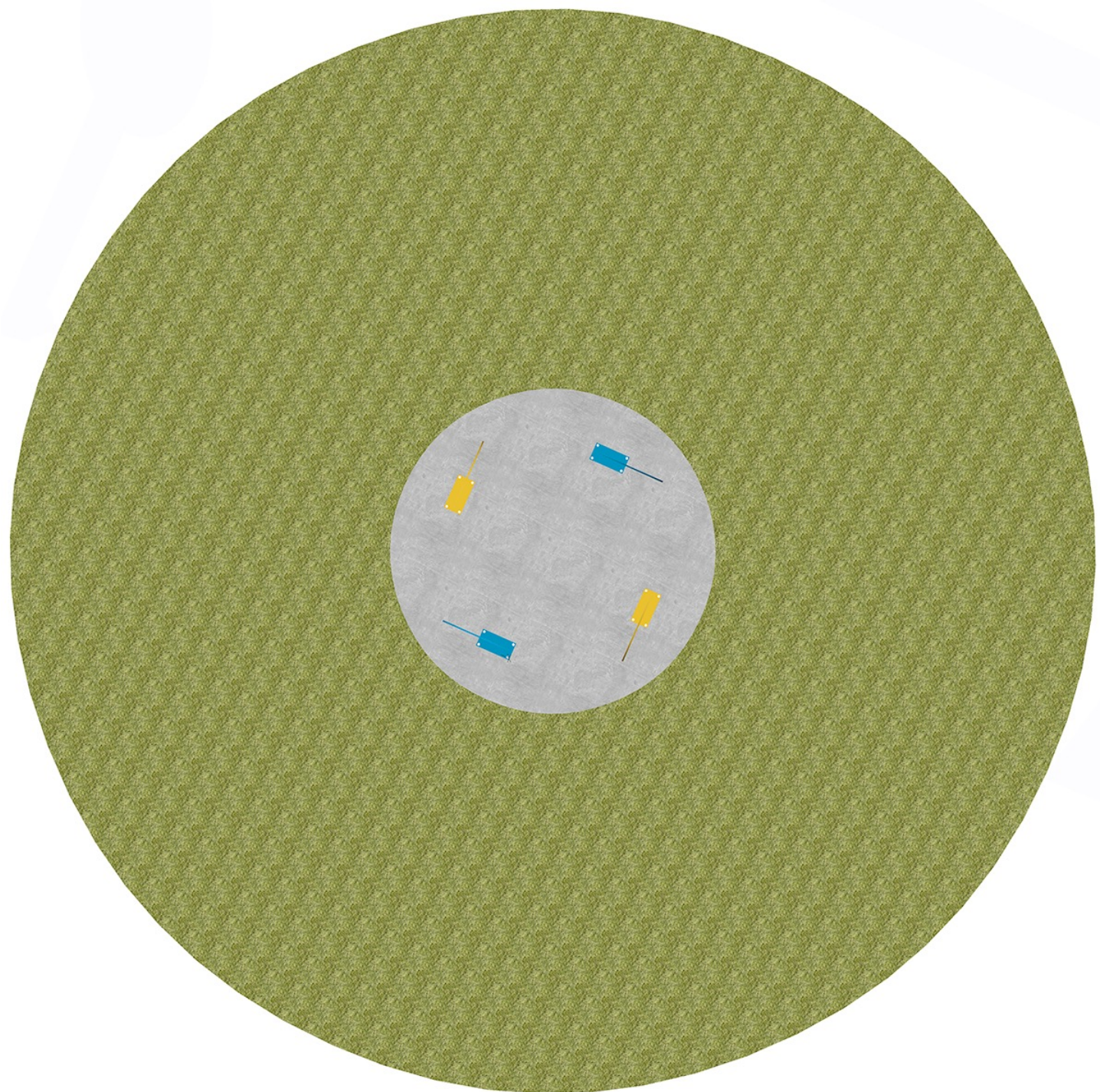
Inspiration



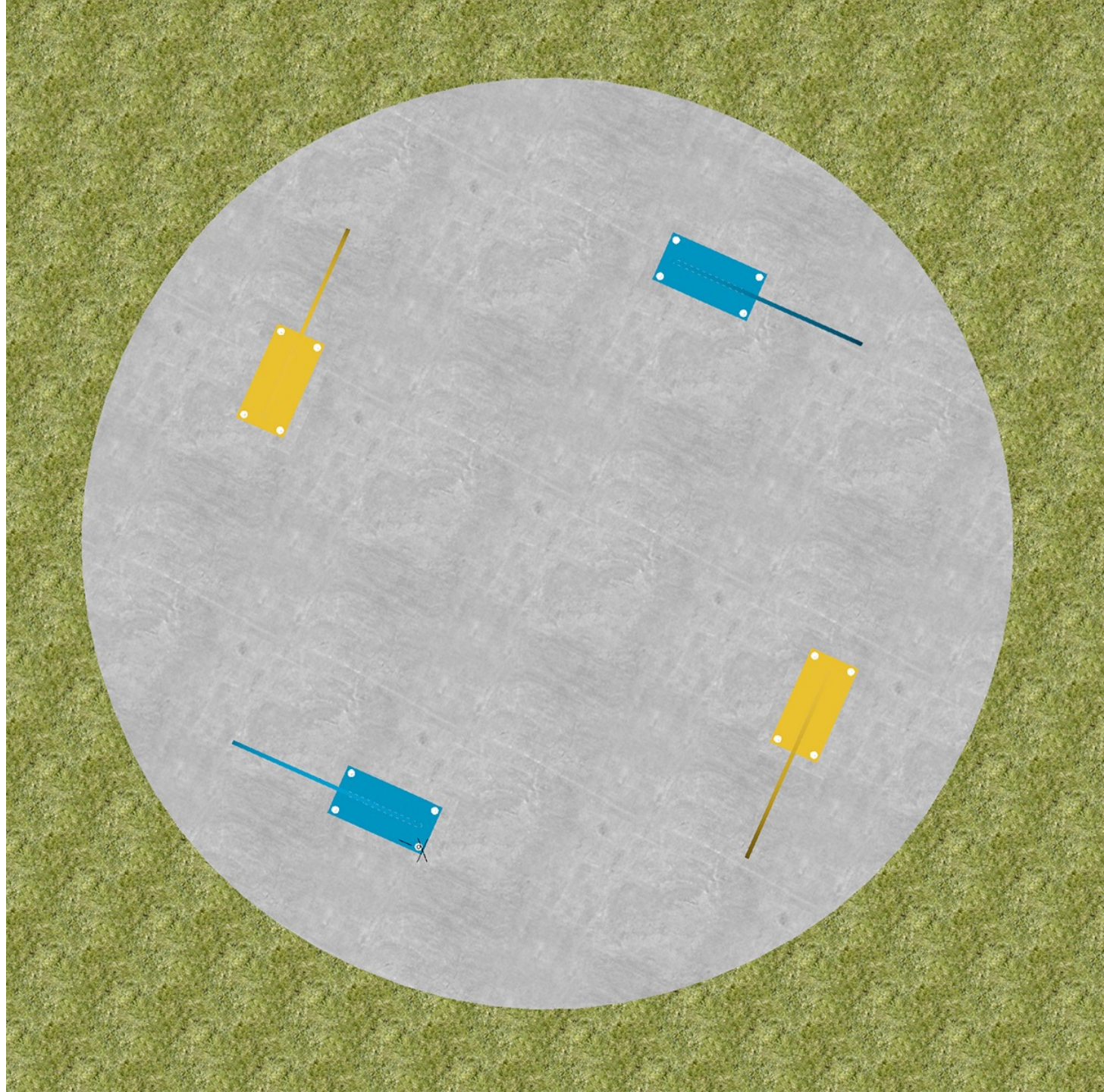
Inspiration

- Captures the ethos of Discovery Park
- Exciting
- Strong form as seen from afar
- Invites close inspection
- Provokes thought
- Creates an iconic meeting place

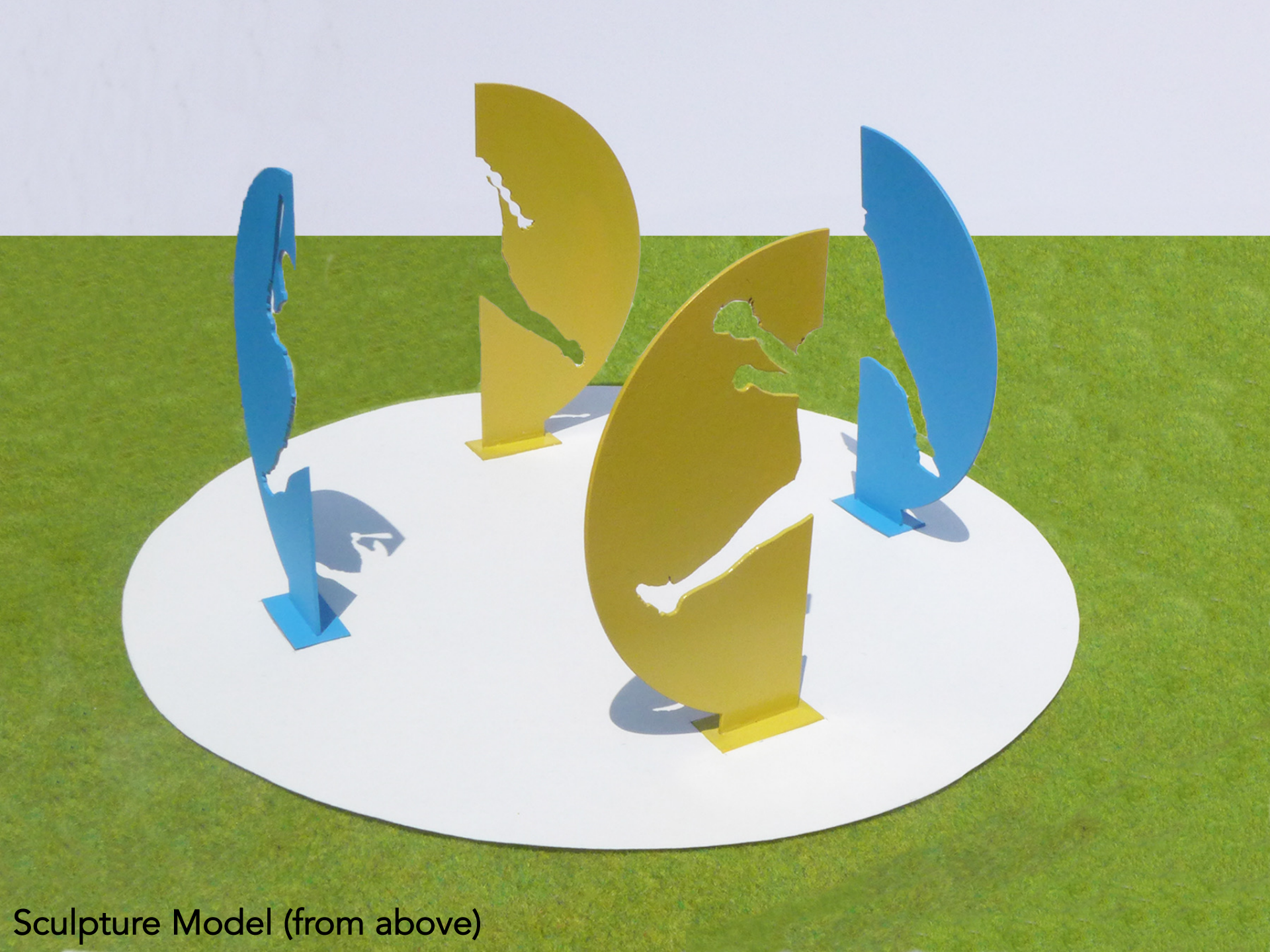
PROPOSAL



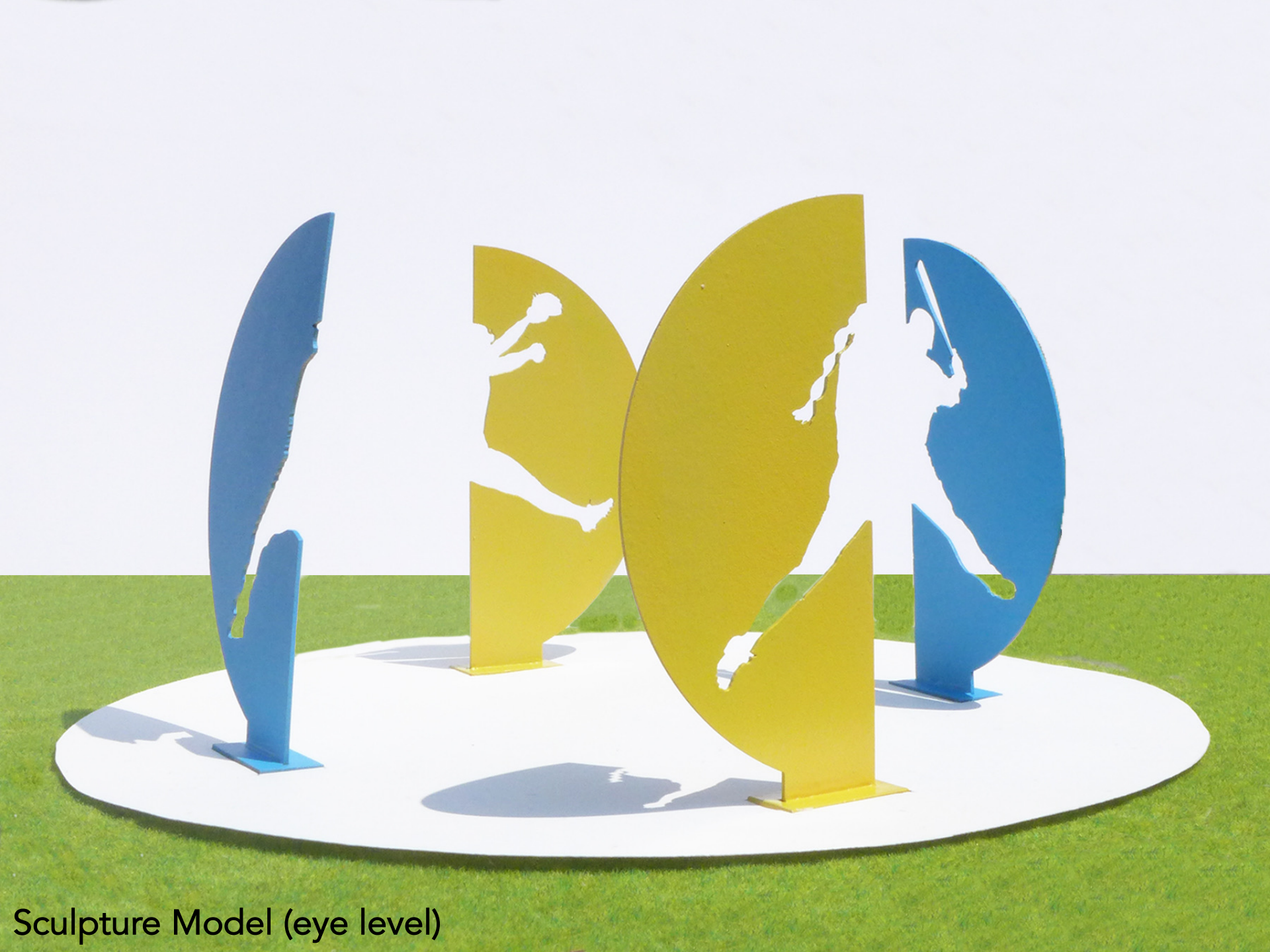
Site Plan



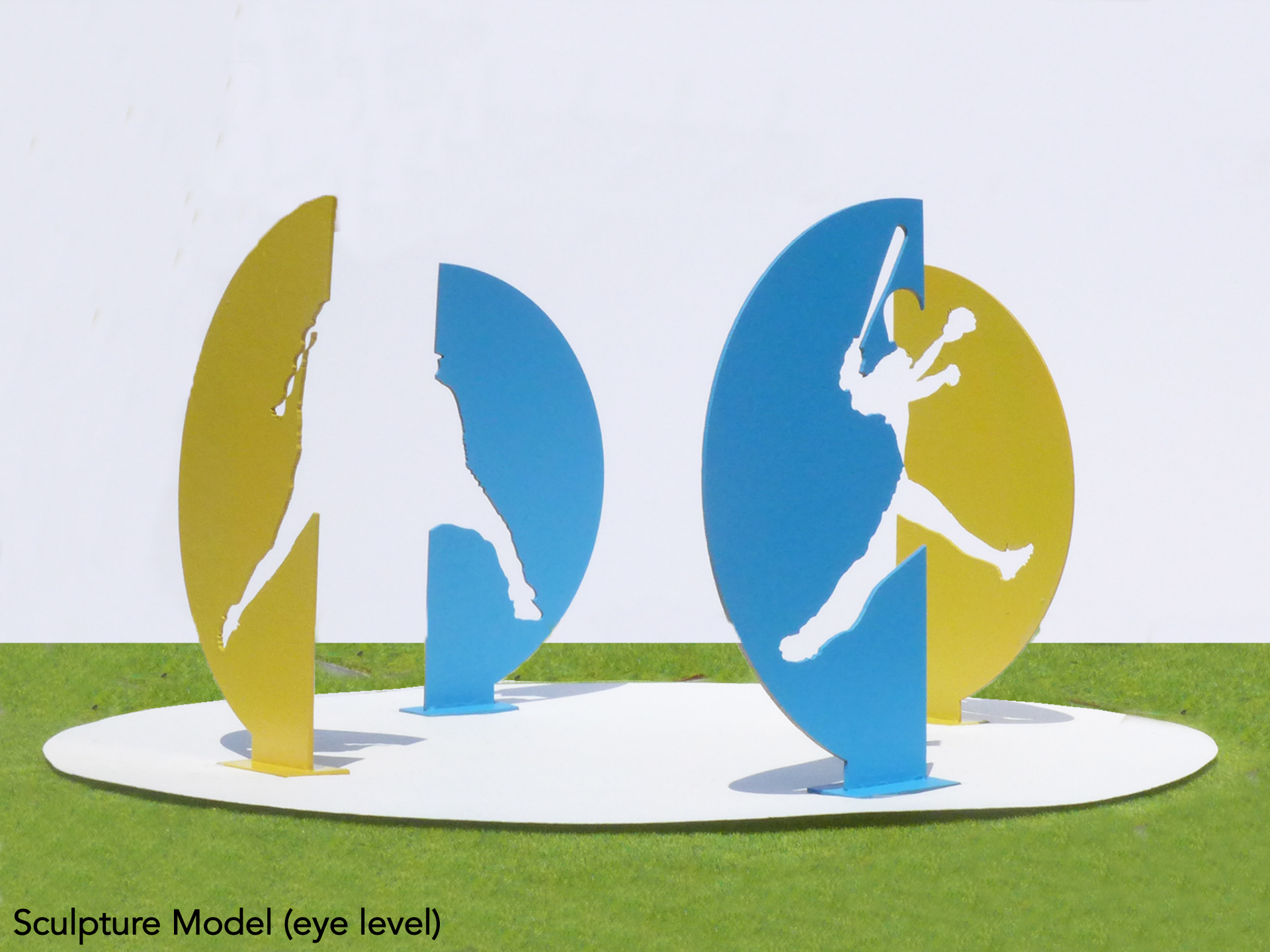
Site Plan



Sculpture Model (from above)



Sculpture Model (eye level)



Sculpture Model (eye level)



Sculpture Model (eye level)



Sculpture Model (specific view)



Sculpture Model (specific view)



RAL 5015 SKY BLUE

+



RAL 1012 LEMON YELLOW

ITEM	AMOUNT
Professional Fees	
Artist Fee (18%)	\$8,100
Structural Engineer	\$1,500
Fabrication and Material Costs	
1" thick aluminum plate (4 pieces)- 4' x 8'	\$7,500
Waterjet Cutting	\$4,000
Welding + Assembly	\$3,000
Powdercoating (2 colors + anti-graffiti top coat)	\$2,000
Miscellaneous Hardware- security nuts & threaded rods	\$500
Shipping (between shops)	\$500
Sign Element w/ title and info	\$4,000
Site Work	
Concrete Foundation	\$4,000 (our costs)
Crating and packing for Shipment	\$1,500
Shipping to Meridian, ID	\$2,000
Equipment Rental (extended fork lift)	\$1,500
Installation Labor	\$2,000
Travel (for installation)	\$1,500
Contingency	\$1,400
TOTAL	\$45,000

The Hole Ball Game

Drawing from the life of softball, this piece takes inspiration from actions of the game itself. *The Hole Ball Game* presents fleeting silhouettes of a batter and a pitcher.

Silhouette of a batter and pitcher appear and disappear as one moves around the piece or catches glimpses from various distances and view angles. These silhouettes are rendered as negative space within large colored plates, so that when two contiguous plates align, the image becomes legible. The negative space between the figures appears solid. At first glance, the colored vertical elements might appear to be abstracted monolithic shapes. Visual tension is created by the vacillation of the in-between or negative and positive space. These 2 figures appear and disappear simulating the cadence of the game of softball. These vibrant plates depict the dynamic forces of presence and absence. Sunlight intermixes with the viewer's movement, color, and shadows to add another layer of change to the piece.

This static piece comprised of sentinel metal plates, is activated by the interaction of viewers along with the changing nature of sunlight. Each encounter may yield new discoveries with *The Hole Ball Game*, making for a series of enriching experiences. The subject of the piece is the rhythm and movements of softball.

Materials and Dimension

Each of four aluminum plates is about 4 feet wide x 8 feet high. The figures are roughly life-sized. The four elements circumscribe an area of twelve by twelve feet. The aluminum plates are powder-coated with two colors with a pallet that is uplifting and contrasting to the green lawn and concrete pavement.

Narrative

MATERIALS and MAINTENANCE REPORT

DIMENSIONS

Artwork occupies an area of 12 ft by 12 ft. Each of four pieces is about 4 ft wide by 8 ft high.

MEDIUM

1 inch thick 6061-T aluminum plate that is waterjet cut. Each piece is connected to a concrete footing with 5/8" threaded rods and bolts.

The piece has the following powder-coated colors:

- Tiger Drylac Color RAL 5015 and RAL 1012

CARE AND MAINTENANCE

Once applied, powder coating needs to be properly cared for, just like any paint. Powder used on exterior applications needs to be cleaned 2 – 3 times per year.

Pressure cleaning

The most efficient method of cleaning powder coated surfaces is with a pressure washer using filtered water under low pressure. Mild detergent may be used, but do not use chlorine or harsh cleaning solutions. It is very important that low pressure be used in pressure cleaning. If the pressure is strong enough to move the metal surface, it may be strong enough to damage the finish as well. Avoid using unfiltered tap water or ground water when cleaning the powder coated finish, and pay attention to where the wind blows the water from sprinkler systems. Unfiltered water often causes staining on outdoor products due to sulfur, iron oxide, chlorine, fluoride, and other minerals commonly found in hard water or ground water in certain states. Only filtered water should be used to clean and rinse powder coated products whenever possible.

Avoid Abrasives

Avoid harsh, abrasive cleaners such as steel wool and scourers. Treat the powder coating as you would treat your car paint.

MATERIALS and MAINTENANCE REPORT, cont.

Avoid Solvents

Any use of a solvent-based cleaner will void any warranty that is issued. Where a solvent is absolutely necessary to remove materials from the surface, such as adhesives, the weakest possible solvent should be used (e.g. methylated spirits, white spirits or 97% isopropyl alcohol). A small and unobtrusive area should be tested prior to attempting to use solvents on significant surfaces. After removal of the surface contaminant, the solvent should be dried from the film, and the area that has been wiped with solvent should be washed with a solution of mild liquid detergent and then rinsed with clean water to ensure complete removal of any solvent residues. Under no circumstances should strong solvents be used. Examples of inappropriate chemicals for cleaning or any contact with powder coatings are gasoline, kerosene, xylene, caustic cleaners (especially kitchen and bathroom detergents) and paint thinners.

Always flush metal that has been exposed to cleaner with copious amounts of fresh clean water. If the local water is high in mineral salts, finish powder coated metal cleaning with deionized water and/or a chamois.

Damage Repair

Where mechanical damage to the powder coating has occurred such that the substrate is exposed, it is certain that the underlying chromate film has been damaged. In order to achieve the maximum corrosion resistance, it is necessary to replace the pretreatment. In some cases it will be possible to apply a suitable chromate pretreatment on site, apply a suitable primer and repaint the damaged area in accordance with the recommendations above. Where on-site application of a chromate pretreatment is not possible, the application of a high performance etch primer to the aluminum is essential to the repair process. Application of a suitable touch-up paint is the only recommended method of damage repair. Touch up paint is available, if necessary, through LVP Powder & Paints- <https://www.lvppaints.com/ral-paint-standard-touch-up-aerosol-spray-paint.html>

CONTACTS

Public Artists

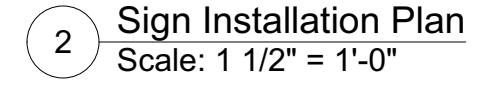
UrbanRock Design- Russell Rock and Jeanine Centuori
670 Moulton Avenue, # 7
Los Angeles, CA 90031
323-227-0955

Metal Fabricator

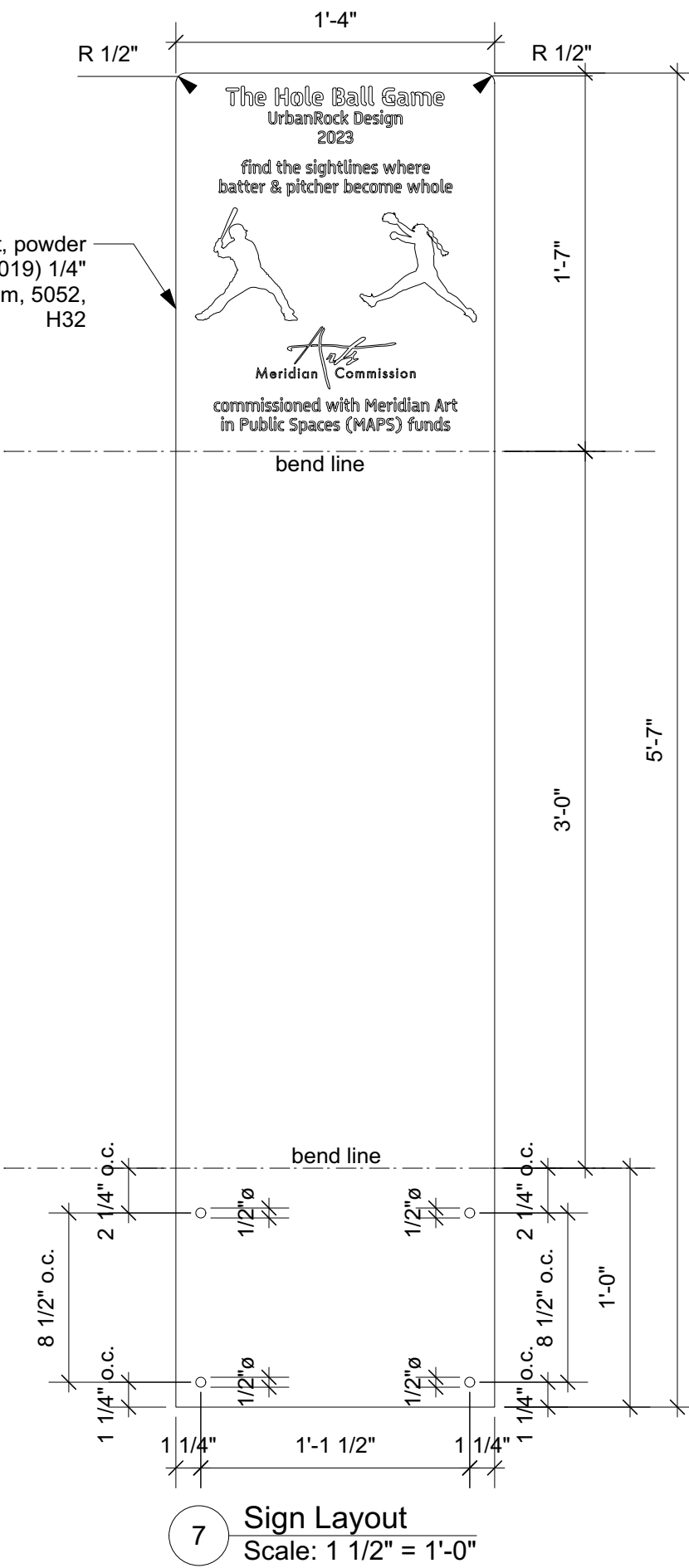
Justin Phelps
Digital Design & Fabrication LLC
1640 Miller Avenue
Los Angeles, CA 90063
323-999-4933

Timeline

Design Development	1 week
Engineering	1 week
Waterjet Cutting	2 weeks
Welding and Assembly	2 weeks
Powder-coating	1 week
Shipping to Meridian	1 week
Installation	1 week
TOTAL TIME	9 weeks



POWDER COAT SCHEDULE The Hole Ball Game Sign- RAL 6019 with anti-graffiti top coat
TIE-DOWN ANCHOR SCHEDULE 3/8"-16 x 4" long 304 stainless steel threaded rods- 4 pieces
3/8"-16ø Penta-Nuts®- 4 pieces



Penta-Nut™

BRUCE
Fastener

A Nut That Acts Like a Lock

Penta-Nut™ is the largest diameter security nut available and needs no washer. This high-security 316 stainless steel nut turns any bolt into a lock.

- The deep socket allows overrun of bolt
- Cone shape repels locking pliers
- Compression ring binds and seals
- Patents in U.S. and worldwide provides security
- A secure Pentagon recess provides high torque capability

SECURITY LEVEL: 



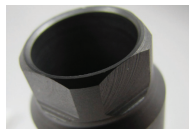
Penta-Nut™ shown with deep socket and Key-Rex™ bolt.



Pentagon shape deflects all known tools.



A perfect solution for securing large items with concrete anchors.



Deep socket allows for overrun of bolt.



Thin profile socket fits inside the Penta-Nut which allows for incredible strength and torque loads.

PENTA-NUT™

Size Range

Size Ranges US 6/32 through 7/8-9 Metric M4-M16

Thread	Thread Metric	Height	Top Diameter	Bottom Diameter	Socket
6-32 - 1/4-20	M4 - M6	275 (7mm)	50 (12.7mm)	460 (16.7mm)	IGPNS25
5/16-18 - 3/8-16	M8 - M10	400 (10.2mm)	745 (18.9mm)	1,000 (25.4mm)	IGPNS37
7/16-14 - 1/2-13	M12	500 (12.7mm)	944 (23.9mm)	1,250 (31.7mm)	IGPNS50
1/2-11 - 5/8-11	M14 - M16	600 (15.24mm)	974 (24.63mm)	1,375 (34.5mm)	IGPNS60
5/8-11 - 7/8-9	M16 - M20	725 (18.4mm)	1,533 (38.9mm)	2,200 (50.8mm)	IGPNS87

WORLD'S MOST SECURE FASTENERS (800) 558-1082

BrucFastener.com

Site Plan; Construction Plan
Elevations
Sign Layout
Schedules; Axonometric

PA1