

**ACCEPTANCE AGREEMENT FOR DISCOVERY PARK ARTWORK:
WILDLIFE BENCHES**

This ACCEPTANCE AGREEMENT FOR DISCOVERY PARK ARTWORK: WILDLIFE BENCHES is made this 10 day of October, 2023 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Colin Selig Sculpture LLC, a limited liability company organized under the laws of the State of California (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, on December 23, 2022, Artist and City entered into a *Master Agreement for Professional Services: Park Identities Public Art Roster* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, fabrication, installation, maintenance, and repair of artwork, pursuant to separate project task orders setting forth specific conditions, compensation amount, and scope of work; and

WHEREAS, City invited Artist to submit a site-specific proposal for public art elements to be included in the phase 2 area of Discovery Park’s construction at 2121 E. Lake Hazel Road, in Meridian, Idaho, Ada County parcel no. S1405212402 (“Property”); and

WHEREAS, on July 11, 2023, City and Artist entered into a *Task Order for Fabrication and Installation of Discovery Park Artwork: The Hole Ball Game* (“July 11, 2023 Task Order”), by which agreement City engaged Artist to fabricate and install artwork on Property; and

WHEREAS, Artist has designed, fabricated, and installed “Wildlife Benches,” a series of four functional powder coated steel benches, which establish a sense of place and local identity in Discovery Park, and beautify public spaces;

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. INDEMNIFICATION.

Artist 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, and/or judgments for damages, expenses, and/or injury to any person or property caused or incurred by or as the result of the performance of or failure to perform any work or service under or related to the Master Agreement.

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 July 11, 2023 Task Order;

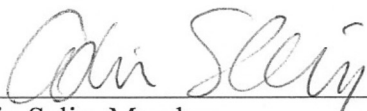
- B. Any breach of any representation, warranty or covenant made by Artist, or by any of Artist's agent(s), employee(s), or subcontractor(s);
- C. Artist's infringement of or upon any intellectual property rights, whether intentional or unintentional, known or unknown, including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, material, sketches, notes or documents created by Artist in the performance of any work or service under the July 11, 2023 Task Order; and/or
- D. The malfunction or failure of the Artwork, or any portion or component thereof, created and installed under the July 11, 2023 Task Order.

II. WAIVER.

Artist hereby waives and releases, on behalf of Artist and Artist's employees, agents, heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and/or rights for damages Artist 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 July 11, 2023 Task Order. Except as otherwise expressly delineated in the July 11, 2023 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 July 11, 2023 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:

 10/3/2023
Colin Selig, Member
Colin Selig Sculpture, LLC

CITY OF MERIDIAN:


Cassandra Schiffer

City of Meridian Public Art & History Conservation Record

This document will act as a primary source for our public art maintenance. The detailed information you provide will be essential to maintain the best practices of care for your work during its designated lifespan and historical legacy beyond. Please be as thorough as possible and attach any additional documents you deem relevant.

Primary Artist(s): colin selig

Title of Artwork: wildlife benches

Date Completed: 2023 Number of Object Components: 4

Dimensions: H: 34 x W: 86 x D: 30

Dimensions of Frame (if applicable): H: _____ x W: _____ x D: _____

Materials:

List primary materials used. Start with the support/base material and work your way out or by order of application. (Please include brand name, model, color names/codes, etc.):

<i>Material</i>	<i>Brand</i>	<i>Color#/Name or Finish</i>	<i>Size/Model#</i>
scrap steel LP tanks	unknown	n/a	325 gallon

Materials (cont'd):

List any custom-made or specialty parts and their sources/manufacturers. (Feel free to provide us with replacement parts if you anticipate their need.):

<i>Part</i>	<i>Source/Manufacturer</i>

List the names, roles/contributions, and contact information of any sub-contractors used (e.g. framers, welders, electricians, foundries, etc.):

<i>Name</i>	<i>Role/Contribution</i>	<i>Contact</i>
Melrose Metal finishing	powder coating	Chris Fine 510-568-7083

Materials (cont'd):

If applicable, describe existing materials/methods of presentation (e.g. frame, base, mounting/hanging hardware, etc.).:

Life Expectancy:

Even under the best of environmental conditions and maintenance, all things eventually deteriorate beyond feasible repair. This is a result of inherent vices in the materials, the way they interact with other materials and the surrounding environment including public interaction. While we commit to doing our best to extend the lifespan of an artwork, we by no means expect it to last forever. As difficult as it may be to place an expiration date on one's creation, it is important to level-set realistic expectations. Considering the materials and likely environment, what is the conservative estimated lifespan of your artwork? If you don't know, describe what deteriorations you anticipate.:

100+ years if recoated every 10-20 years.

Artistic Intent:

Please provide your artist statement regarding the conceptual intent and purpose of your artwork. What does it symbolize? What is it meant to evoke or convey?:

These two pairs of mirrored benches, with backrests that depict trout and hawks, are designed to serve as whimsical and functional sculptural elements that strengthen Discover Park's identity as a place of learning and exploration. Their bright colors bring a sense of vitality and playfulness. Repurposed from salvage steel propane tanks, their textured surfaces include original manufacturing details such as weld seams, fitting ports and ID tags, all of which highlight the material's transformation from utilitarian container into functional art, with the intention that they inspire users to consider new ways to reuse materials.

Physical/Functional Intent:

Please describe your literal intention of appearance. Describe the ideal condition of the materials and components. Do you want it to age or remain visually static? How is it supposed to physically operate?:

Not only can these benches be sat on in the traditional sense, but people can climb up and sit on the armrests as well.

Techniques:

Describe in detail how your artwork was constructed. (Feel free to attach proposal material.):

Regionally sourced salvage steel propane tanks were carefully dissected and the pieces reassembled, with no additional reshaping of the material, an eco-friendly process with a minimal carbon footprint that produces durable objects which contain 99% post-consumer reused content.

Describe any specific techniques/tools used, especially to acquire finishes or textures .:

The tanks were cut apart with a hand held plasma cutter and the parts seam welded back together. After fabrication the benches were coated in an architectural grade super durable powder coat over a zinc rich epoxy primer. Colors: RAL 3020 (red) and RAL 5018 (turquoise)

Installation:

*If applicable, describe any special **procedures for assembly and disassembly**. (Please provide us with any specialized custom-made tools required to do so.):*

Do not remove the bench from its pallet base until it has been moved to the specific site of install. The benches bolt down to concrete with wedge anchors, which were provided in each crate. Place the bench on the exact spot to be installed, mark the holes in the feet, move the bench aside, drill and install the anchors, then carefully place the bench over the exposed studs and bolt down.

*If applicable, describe your **preferences for presentation** (e.g. frame material/color, mat color/thickness, open or enclosed pedestal, etc.):*

Installation (cont'd):

If there are several components, is there a specific order or configuration?:

No.

Is the work site-specific? If so, describe the intended relationship to its environment.:

Yes, the forms within the work reflect native species of wildlife.

Installation (cont'd):

Describe any concerns you might have about how the environment may affect your artwork and vice versa (e.g. exposure to the elements, pollution, vehicle/foot traffic, wildlife, urban development, etc.):

Powder coat is a very durable surface. There are no flat surfaces for water to collect so it will run off the benches.

Maintenance:

Do you have any specific recommendations regarding the methods and frequency of care and maintenance for specific materials and/or your artwork as a whole?:

Clean periodically with soap and water but no abrasives. The pieces can be re-coated locally every 10-20 years, as needed, and should last for centuries.