

**TASK ORDER FOR LINDER ROAD MEDIANS
LIGHTED SCULPTURAL ART:
DESIGN, ENGINEERING, FABRICATION, AND INSTALLATION**

This TASK ORDER FOR LINDER ROAD MEDIANS LIGHTED SCULPTURAL ART: DESIGN, ENGINEERING, FABRICATION, AND INSTALLATION (“Task Order”) is made this ____ day of _____, 20____ (“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 December 23, 2022, City and Artist 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 consultation, design, fabrication, and installation, pursuant to separate project task orders setting forth specific conditions, compensation amount, and scope of work;

WHEREAS, through a competitive proposal process with stakeholders representing the Meridian Arts Commission, City Staff, Landscape Architect, and Ada County Highway District (“Stakeholders”), City has selected Artist’s Proposal attached hereto as *Exhibit A* (“Proposal”) to install outdoor, lighted, sculptural artwork (“Artwork”) in one of the landscaped center medians that will be on Linder Road, on the north side of the overpass to be constructed over Interstate 84 (“Site”), pursuant to the *Public Art Project Plan for Linder Road Overpass: Lighted Sculptural Art in the Median(s)* (“Project Plan”);

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, City and Artist agree as follows:

1. **Scope of Services.** Artist shall provide the services and deliverables as described in *Exhibit A* and pursuant to the timeline set forth in the Scope of Services attached hereto as *Exhibit B*. Additionally, throughout the term of this Agreement, as necessary to fabricate and install Artwork suitable for the Site and compliant with the Project Plan, Artist shall provide project management services, to include coordinating plans and schedules with contractors and representatives of the Ada County Highway District, the Idaho Transportation Department, City of Meridian, and the Landscape Architect consultant (“Stakeholders”).
2. **Payment amount and method.** City will pay Artist for services rendered pursuant to this Task Order in the total amount of seventy-five thousand dollars (\$75,000.00), which payment shall be made pursuant to the following method. Following completion of the enumerated benchmarks, 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.

3. **Payment schedule.** Artist shall be paid pursuant to the benchmarks set forth in the Scope of Services, following Arts & Culture Coordinator's approval of each deliverable.
4. **Delivery location.** Artist shall deliver all deliverables enumerated in the Scope of Services to the location directed by the Arts & Culture Coordinator via email.
5. **Storage of Artwork between Delivery and Installation.** Between Artist's Delivery of the Artwork to City as contemplated in section D of the Scope of Services, and Installation of the Artwork as contemplated in section E of the Scope of Services:
 - a. Following Delivery and upon the Arts & Cultural Coordinator's acceptance of the Artwork, City shall own the Artwork and shall be responsible for storing, securing, and insuring it.
 - b. City shall store the Artwork until the project manager of the of the Linder Road Overpass construction project notifies the City that it is time to install the Artwork in the center medians.
 - c. Prior to Installation, Artist shall coordinate with the Arts & Culture Coordinator to take temporary possession of the Artwork, transport it to the Site, and complete Installation of the Artwork.
6. **Time of the essence.** Artist acknowledges that services provided under this Task Order will 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.
7. **Ownership of Proposal materials.** Upon City's receipt of the Proposals, City shall have sole ownership of all materials submitted. City shall not be obligated to return materials to Artist.
8. **Notices.** Day-to-day communications between Artist and City shall be via telephone or email to or from the Arts & Culture Coordinator. All other notices required to be provided by either of the parties hereto, unless otherwise stated in this Task Order, shall be in writing and be deemed communicated when mailed by United States Mail addressed as follows:

<u>If to City:</u> City of Meridian Attn: Arts and Culture Coordinator 33 E. Broadway Avenue Meridian ID 83642	<u>If to Artist:</u> Stephanie Inman 931 S. Capitola Way Boise ID 83712
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Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.
9. **Plans only.** Nothing in this Task Order shall establish any obligation by City or any expectation by Artist that the City shall approve, or request the design, fabrication, and/or installation of the Artwork pursuant to this Task Order. Approval of deliverables shall be in the discretion of the Arts & Culture Coordinator, with reference to the Project Plan, which approval shall not be unreasonably withheld.

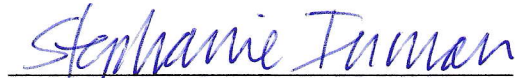
10. **Master Agreement applies.** All provisions of the Master Agreement are incorporated by reference and made a part of hereof as if set forth in their entirety herein.
11. **Entire Task Order.** This Task Order constitutes the entire understanding between the Parties regarding the Scope of Services described herein. This Task Order supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether before or after the execution hereof, regarding the Scope of Services described herein. The terms of this Task Order may not be enlarged, modified or altered except upon written amendment signed by both parties hereto.
12. **Non-waiver of breach.** A waiver of any breach of any of the provisions of this Task Order shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
13. **State of Idaho requirements.** The following provisions, as applicable, are required by Idaho law. The terms used shall have the definitions as set forth in the respective Idaho Code provisions.
- a. Pursuant to Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control.
 - b. Pursuant to Idaho Code § 18-8703, as applicable, Contractor certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider.
 - c. Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not, and for the duration of this Agreement will not be, a company currently owned or operated by the government of China.
 - d. Pursuant to Idaho Code §67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture.
 - e. Pursuant to Idaho Code §67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the manufacture, distribution, sale, or use of any firearm.
14. **Construction and severability.** If any part of this Task Order is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Task Order so long as the remainder of the Task Order is reasonably capable of completion.
15. **Assignment.** Artist may not subcontract, assign, transfer, hypothecate or sell any right, including the right to compensation, and/or duty arising hereunder without the prior express written consent of City. Any subcontractor or assignee will be bound by all the terms and conditions of this Task Order.

16. **Governing law.** This Task Order shall be governed by the laws of the State of Idaho.

17. **Approval required.** This Agreement shall not become effective or binding until approved by Meridian City Council.

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

ARTIST:



Stephanie Inman

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

**EXHIBIT B
SCOPE OF SERVICES**

DELIVERABLE	DELIVERY DATE	PAYMENT DUE
A. Detailed Plan. Prepare a detailed plan for design, fabrication, delivery, and installation of the Artwork, to include: <ol style="list-style-type: none"> 1. Detailed drawings of the Artwork to be fabricated and installed pursuant to Artist's Proposal and the Project Plan, including a description of dimensions and materials; 2. Detailed drawings for lighting and footings for the Artwork; 3. Detailed project timeline; 4. Detailed, to-scale site plan for the installation of each and all components of the Artwork at Site; 5. Plan for obtaining any and all necessary permits or approvals from the City of Meridian for the installation of the Artwork, which may include permitting and inspection by the Community Development Department/Building Services Division and coordination with Stakeholders regarding landscaping and utilities; and 6. Plan for engaging an independent testing agency to test and inspect construction, fabrication, and installation materials and methods, if necessary (the same duly qualified engineer who prepares the construction drawings and structural calculations shall determine any testing needs, and may serve as the testing agency, at Artist's election). 7. General budget for all costs related to services, materials, fabrication, and installation. 	1/31/25	\$10,000.00
B. Engineered Drawings. Provide stamped engineered construction drawings and structural calculations, reviewed and stamped by an engineer certified in the state of Idaho for each and all components of the Artwork, including associated lighting and footings.	3/31/25	\$10,000.00
C. Detailed Budget. Submit budget, including quotes for materials to be used in fabrication of Artwork.	4/30/25	\$25,000.00
D. Delivery of Artwork. Artist shall: <ol style="list-style-type: none"> 1. Deliver the completed Artwork to City; 2. Provide a recommended maintenance plan for the Artwork; and 3. Provide waivers of lien from (or all invoices and proof of payment in full to) any and all subcontractors and major materials suppliers. 	8/29/25	\$20,000.00

4. Installation of Artwork. Artist shall coordinate with all applicable Stakeholders to install the Artwork, as well as all associated lighting and footings, at the Site.	To be completed with road construction, anticipated in 2027	\$5,000.00
5. Final acceptance. Artist shall prepare and submit to City: <ol style="list-style-type: none"> 1. Certification of complete installation of the completed Artwork at the Site; 2. A recommended maintenance plan for the Artwork; 3. Executed, mutually agreed-upon acceptance agreement, similar to the sample agreement attached hereto as <i>Exhibit D</i> 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; 4. Report from an independent testing agency approving construction, fabrication, and installation materials and methods; and 5. Final inspection and approval of the installation of Artwork by the Arts & Culture Coordinator 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. 	Six weeks post installation	\$5,000.00