



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

AGENDA Arts & History Commission

Wednesday, June 5th, 2024
5:00-6:30 pm
Greenbelt Room, 3rd Floor, Boise City Hall
150 N Capitol Blvd, Boise ID 83702

Virtual and in-person attendance is offered.
Watch via Zoom Webinar: [Registration Link](#)

- I. **Call to Order** – Kris Clegg, Chair
 - a. Land Acknowledgement – Commission Chair Kris Clegg
- II. **Minutes Approval**
 - a. *ACTION REQUESTED:* Approve Minutes from February 7th, 2024 (**Exhibit A**)
 - b. *ACTION REQUESTED:* Approve Minutes from April 3rd, 2024 (**Exhibit B**)
- III. **Director's Update**
 - a. Hiring/Organization
 - b. New Programming
 - c. Staff Professional Development
 - d. American for the Arts
 - e. Commission Revision Feedback
 - f. Upcoming Events
- IV. **Presentations/Updates/Approvals** **Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.*
 - a. Informational Item: 521 Public Space Public Art Proposal – Stephanie Johnson
 - b. Informational Item: Catalyst Grant Round 2 – Emily Chivers
- V. **Adjourn Meeting**



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Arts & History Commissioners
FROM: Jennifer Stevens, Director
CC: Mayor McLean, Courtney Washburn, Council Member Luci Willits
DATE: 5/31/2024
RE: Director Update

ACCOMPLISHMENTS OF THE MONTH

Hiring/Organization

During May:

- Arts & History welcomed Savannah Shaon as the new Airport Arts Coordinator.
- Arts & History recruited for several new temporary positions:
 - Museum Collections Assistant;
 - Participatory Archiving Coordinator;
 - Oral history intern;
 - City Steps interns (2);
 - History Content Writer.

New Programming

We are excited to “kick” off our new City Steps Program on June 1. We will begin this program with four pre-set tours during this upcoming season: two public art tours and two history tours that will rotate in a predetermined order. By July, the interns will be trained to take over, and will be responsible for the remaining summer tour schedule. They will also create their own original tours over the course of the summer.

We are aiming to reach some new audiences here through a hands-on approach to City Steps outreach.

- I am kicking off a publicity tour of local business organizations such as Rotary and Kiwanis, as well as talking to members of the Chamber of Commerce and others. We hope to reach a downtown business crowd for our Wednesday lunchtime and after-work tours. We know there are a lot of young adults who work downtown, and we want to bring them into the fold!
- As for Saturday tours, Jennifer Yribar's team is working with the various tourism organizations for outreach and will also be listing our tours on TripAdvisor.
- Finally, to support other tour organizations, we will be handing out Preservation Idaho materials at the end of our tours to support that organization's complementary tour offerings.

Participatory Archiving

We are in the planning stages of a new program known as Participatory Archiving or Community Collecting (official name TBD). This program, once established, will be repeated to capture the stories of Boise residents whose histories are often untold and unwritten. Our first event is tentatively scheduled for November, aimed at collecting with and from the historic River Street community.

Professional Development

Through the annual budgeting process, we set aside a small budget for professional development so that our staff can continue to grow in their roles and serve Boise residents in the most up-to-date ways. Over the past two months, our staff has attended the conferences of the National Council on Public History, the American Society for Environmental History, and the National Association of Government Communicators. Additionally, through a grant from the Idaho Commission on the Arts, the public art team will be traveling to Salt Lake City to connect with peers there and to conduct some professional development.

Arts Advocacy

As part of my role for the Americans for the Arts (AFTA), I hosted a zoom conversation with Congressman Mike Simpson's staff in late May to discuss and advocate for fiscal year 2025 funding for the National Endowment for the Arts (NEA). The NEA funds the Idaho Commission on the Arts (ICA), an organization from which many individuals and entities in Boise's arts community obtain grants. On that same call, I spoke with Simpson's legislative director about arts education legislation that is currently pending in Congress. I was joined on the call by representatives of Pend Oreille Arts Council, Salmon Arts Council, the Executive Director of Arts Idaho, and staff from the Mayor's office. Finally, I invited the Congressman and his wife on a personalized tour of the James Castle House during the Congressional summer recess, and I hope he takes us up on it!

Budget

For the FY24 budget, we have proposed (and the Mayor has proposed to include in her full budget) the following:

- One-time professional services budget for a full-time archives technician contractor;
- One-time budget to consolidate the Boise City Archives with the Boise City Records Center.
- Ongoing, continued budget for current staff and facilities.

Commission Revision Updates

Thank you all for taking the time to meet with me over the past month to discuss the commission's future. It was so valuable to hear from each of you regarding your interest in the department's work and your motivations for commission service.

We are collating and analyzing the information we gathered, finding the throughlines, and sharing and discussing with Department staff. Once this next phase of the work is done, I will update the commission on next steps.



Upcoming Events

- New Exhibitions:
 - James Castle House: "Foundations" will be up through February 1, 2025.
 - Erma Hayman House: "Life on River Street, 1940-1970," (working title), to be installed in early July.
- Open Studios with Jasmine Best at the James Castle House between now and the end of July.
- City Steps Tours: Please sign up for one of each during the summer months.

NEEDS FROM COMMISSIONERS

Thank you for the work you're doing on our selection panels as well as showing up to our events and our sponsored events!





DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Mayor McLean, Courtney Washburn, Council Member Luci Willits, Arts & History Commissioners
FROM: Stephanie Johnson, Public Art Program Manager
CC: Jennifer Stevens, Director
DATE: 5/29/2024
RE: Public Art Program Update

AGENDA ITEMS

521 W Grove St. Public Space, Public Art

\$400,000; Artists contracted – Hua Design Studio

(<https://www.misstangq.com/installation>) (artist team Huameng Yu and Louis Chinn);

The artist team has submitted their final design.

ACCOMPLISHMENTS OF THE MONTH

General Fund Public Art Projects

West Valley/Ustick NIP Public Art Project

\$160,000; James Peterson of Art + Contraptions – Artist has submitted final design, moving to fabrication. Working with city departments to secure permits and construction contractors for site prep and installation.

Public Art Project Honoring JJ Saldaña

\$49,000; Bobby Gaytan – Design team has agreed on location, working with property owner and legal to secure easement for mural on site.

City Steps Public Art Walking Tours June – August; every other Wednesday and every Saturday

CCDC Projects with Type 4 Agreements

Old Boise Blocks Barrier – Clepsydra, Bobby Zokaite

\$165,000; Timeline with CCDC construction schedule has been pushed out a bit to later Summer/Fall of 2024 to be installed at the edge of CW Moore Park, between the waterwheel and sidewalk along Grove St.

Old Boise Blocks Sidewalk Element

\$23,000; 2 of 10 medallions have been installed in the sidewalk.

Erma Hayman House T4

\$100,000; Interpretive signage, added lighting for artwork on wall. Call being released for vinyl murals on walls facing Ash and River Streets respectively.

Linen Blocks T4

Art Ports: 1 art port completed on Grove St. between 10th and 11th streets. Partnership with sculpture class at BSU to select and display student artwork. First installation in June of 2024.

Public Works Public Art Projects

Going Public artist networking/professional development 4-part series. [Going Public | Boise Arts & History \(boiseartsandhistory.org\)](https://boiseartsandhistory.org/going-public/)

Heliotrope Revitalization

Partnership with the Idaho Botanical Garden and working with collections team to replant and maintain the plantings as originally intended for the artwork on 8th street.

Traffic Boxes 2023

\$48,340; This year's wraps are scheduled to be installed in three phases, April, May and June.

Airport Public Art Projects

2 projects identified – Savannah is in the discovery stage of **CONRAC** mural on appropriate façade and **Family Restroom Wall in Concourse B**.

NEEDS FROM COMMISSIONERS

None this month





MEMO

TO: Mayor McLean, Courtney Washburn, Council Member Luci Willits, Arts & History Commissioners

FROM: Danielle Grundel, City Archivist

CC: Jennifer Stevens, Director

DATE: 5/31/2024

RE: Archives Program Update

ACCOMPLISHMENTS OF THE MONTH

Summary

Archives program has been working closely with the Office of the City Clerk reviewing physical records that have met retention. Select records will be retained for historical purposes. Archives has circled back around to the River Street Neighborhood (RSN) families, improving description for the digital collection. Additionally, archives is in the early stages preparing for the upcoming participatory archiving event which will kick off with the RSN community later this year.

Digital Collections

As part of our commitment to access, archives has focused on publishing collections online.

- RG12, Boise Parks and Recreation Greenbelt oral histories – this collection comprises of recorded interviews with the pioneers of the Boise River Greenbelt. Conducted in 1998, the interviews explore the personal experience of the individuals that participated in the creation and development of the Greenbelt, <https://collections.boiseartsandhistory.org/explore-collections/list/collections/29>
- RG02, City Council meeting minutes ledgers – two ledgers spanning ten years of Boise's early government, 1881 – 1891, <https://collections.boiseartsandhistory.org/explore-collections/list/collections/23>

NEEDS FROM COMMISSIONERS

None this month



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Mayor McLean, Courtney Washburn, Council Member Luci Willits, Arts & History Commissioners

FROM: Jamile Shirley, Cultural Assets Program Manager

CC: Jennifer Stevens, Director

DATE: 5/31/2024

RE: Cultural Assets Program Update

ACCOMPLISHMENTS OF THE MONTH

Gentle Breeze

The three swings on "Gentle Breeze" (2021) were removed in April. The swings were temporarily removed due to ongoing structural damage to the motion limiters and shock absorbers. Cascade Enterprises Inc was hired to improve the engineering of the motion limiter assemblies. All three swings received improvements and were reinstalled in early May.

Memoirs of Erma Hayman

"Memoirs of Erma Hayman" (2022) is a site-based bas-relief series mounted on the exterior retaining wall at Erma Hayman House. The artist, Vinnie Bagwell, and her fabricator agreed to replace one of the bas-relief panels which exhibited hairline cracks throughout. The new panel arrived at City Hall last week and will be installed soon.

Heliotrope

The sculpture, "Heliotrope" (2014), located near the Warehouse Food Hall along the 8th Street corridor, is intended to contain a climbing, vining plant. In a collaboration with the Boise Botanical Garden, flowering clematis plants have been installed inside the sculpture to return the sculpture to the artist's original concept. The plants will be watered weekly, May through October, by Pro Care Landscape Services.

Public Art Archive

The Public Art Collection is managed via a Collections Management Software (CMS) from Proficio to Public Art Archive (PAA). Proficio has become an antiquated CMS. The migration is anticipated to be complete by end of FY24. PAA will improve the public's access to the Public Art Collection and modernize collections management.

Neighborhood Swim Deaccession

The mural titled "Neighborhood Swim" (2006), located on the wall of Borah Pool was deaccessioned and removed in May. While a loved fixture of the Pool, the mural had exceeded its expected lifespan and the concrete wall upon which it was painted was unstable due to an accumulation of mineral deposits between the paint and concrete block. Currently, there are no plans for replacement.

Great Blues Fountain

"Great Blues Fountain" (1990) in Grove Plaza was cleaned of winter debris by Jamile Shirley and Alaggio in preparation for summer months. The Parks & Recreation team manages the pump system and water treatment. The fountain is now up and running for the summer.

Neon Signs Along Grove Street

Six neon signs will be installed along Grove Street as part of the revitalization funded by CCDC. The neon signs are part of a large collaboration between citizens, businesses, CCDC, and City Departments. The six historic signs will be renovated to modern standards while maintaining their history, and maintained by A&H.

River Sculpture

In April, contractors from Hy Ryze LLC cleaned the "River Sculpture" (1999) located on the wall of The Grove Hotel. The Sculpture is scheduled to be cleaned twice yearly. During the fall cleaning, both the stone wall and decorative tile will be resealed.

Traffic Box Re-wrap Prep

Approximately 17 vinyl wrapped traffic boxes will be re-wrapped with new artwork in the coming months. The old boxes upon which the new artwork will be applied were identified for a variety of degradations including cracking, peeling, and discoloration. Ten years is the average lifespan of a vinyl wrapped traffic box. In preparation for new wraps, the old vinyl will be removed or sanded to promote adhesion of the new wrap.

CCDC T4 Reimbursement

A contract between CCDC and A&H was signed in March which will cover reimbursement for repair, signage, cleaning, and engineering studies of several artworks which were originally funded by CCDC. The artworks include "Botanica Industria" (2013), "Integration" (2017), "Grove Street Illuminated & Boise Canal" (2003), and "Idanha Canopies" (2001). The work will be completed by May 31, 2025.

NEEDS FROM COMMISSIONERS

None this month.





DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Mayor McLean, Courtney Washburn, Council Member Luci Willits, Arts & History Commissioners

FROM: Matilda "Tilley" Bubba, Cultural Planner

CC: Jennifer Stevens, Director

DATE: 5/31/2024

RE: Cultural Planning Activity

ACCOMPLISHMENTS OF THE MONTH

Arts & History Division Strategic Planning

In line with our department's overall internal strategic plan, I am working with each division to build out division strategic plans. These center on the division's mission, vision, and goals. These are internal governing documents and will be highlighted in the upcoming revision of the Cultural Master Plan. We've completed plans for all but two divisions, to be done in June.

2025-30 Cultural and Creative Industries Master Plan Update

Planning in process for undertaking the planning process.

General Fund Public Arts Master Plan

I'm evaluating the existing conditions and future investment priorities for Boise's General Fund public art program. I've completed an analysis of the Library and am currently working with the Parks Department, conducting interviews, analyzing locations of existing public art, and identifying gaps in service.

New State Arts Commission Creative District Program

The Idaho Commission on the Arts is kicking off a new program to provide funding for the establishment of Cultural Districts. Staff is evaluating options for creative districts in Boise and will report to the commission when we identify next steps.

Outreach Activity:

In April I presented in New York City at the International Conference on Urban Affairs under the auspices of my BSU PhD research on the creative economy, specifically focusing on the role of policy entrepreneurs in the advancement of creative economy policy.

NEEDS FROM COMMISSIONERS

None this month.



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Mayor McLean, Courtney Washburn, Council Member Luci Willits, Arts & History Commissioners

FROM: Maureen Lavelle, History Programs Manager

CC: Jennifer Stevens, Director

DATE: 5/29/2024

RE: History Program Update

ACCOMPLISHMENTS OF THE MONTH

City Steps Tours and Internship

In partnership with Public Art, the History Program is debuting two guided walking tours for the summer season. "Eco-History of Boise" features Boise's environmental history, and the community advocacy efforts to conserve some of our favorite resources (Boise River, foothills). "Building Blocks of Boise" will describe some of the many cultural identities and immigrant communities present in the city from its founding to the present day.

Two interns have been hired to help deliver Public Art and History tours. Lillian Green, a recent BSU grad, and Nathan Badger from the College of Idaho, will start training with the department on Wednesday, June 5th.

River Street Neighborhood Project Work

The History Division is involved in several projects involving the River Street Neighborhood history or collections. This includes research for an exhibit opening at the Erma Hayman House in July and assisting the City Archivist with donor outreach to collect more information about photographs in the city collection.

Outreach

Spring History Hikes in the Foothills were well attended. The "Crossroads of Culture" Chinese history exhibit was featured at the May First Thursday event at City Hall, with continued positive feedback. This will rotate into the public libraries beginning September 1st.

NEEDS FROM COMMISSIONERS

Please spread the word for City Steps tours among the community!



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Mayor McLean, Courtney Washburn, Council Member Luci Willits, Arts & History Commissioners
FROM: Kristen Hill, Cultural Sites Program Manager
CC: Jennifer Stevens, Director
DATE: 5/31/2024
RE: Cultural Sites Division Update

ACCOMPLISHMENTS OF THE MONTH

James Castle House *Foundations* Exhibition and Opening Reception

The James Castle House opened our newest exhibition, titled "James Castle: Foundations." This exhibition features 57 original works which explore the materials and stylistic approaches used most frequently in Castle's work.

The Opening Reception held on May 23rd was a huge success, with a turnout of around 40 guests, including some first-time visitors to the James Castle House.

Jasmine Best Residency

The James Castle House welcomed our Summer 2024 resident, Jasmine Best. Jasmine is here from Georgia through the end of July and will be exploring Castle and Boise using a variety of materials and techniques. She will have several opportunities for public engagement throughout June and July, including open studios, workshops, and presentations. All events will be listed on the JCH website.

James Castle House Welcomes One Stone Students

The James Castle House was delighted to host a class from One Stone high school for a deep dive into James Castle's art and life. JCH Program Coordinator Monica Galvan and Education and Outreach Coordinator Makenzi Dunstan led the students through several days of learning alongside One Stone teacher Teal Gardner and Boise artist Troy Passey.

IOR Refugee Storytelling Workshop at Erma Hayman House

The Erma Hayman House welcomed the Idaho Office for Refugees at the Erma Hayman House for a storytelling workshop geared towards refugees. The event was at maximum capacity, and the response to the event and the site was incredible.

Brown Like Me at Erma Hayman House

The Erma Hayman House was delighted to host Brown Like Me for a wonderful afternoon with Trish Walker and Shari Baber. We are thrilled to have the opportunity to work with local nonprofits who are doing such important work.

Interpretive and Wayfinding Signage at Erma Hayman House

After a lot of time and work, we have site identifying signs and interpretive outdoor signs at the Erma Hayman House! These signs will help us be more visible in the community and offer visitors a more engaging experience of the site and its stories.

NEEDS FROM COMMISSIONERS

Black Excellence Gala Creator's Talk – Saturday, June 29th 12:00-2:00 p.m.

Commissioners are encouraged to attend the Creator's Talk from Trish Walker and Shari Baber, who created the Black Excellence Gala event as a part of Black History Month. The February, 2023 event resulted in the collaboration on an exhibition at the EHH titled *Afro Blue: An Ode, Celebration and Meditation*, which features powerful portraits of models in the Gala, captured by Boise photographer Gracieux Baraka. This date will be the final day of the exhibition.





DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Mayor McLean, Courtney Washburn, Council Member Luci Willits, Arts & History Commissioners

FROM: Jennifer Yribar, Communications Manager

CC: Jennifer Stevens, Director

DATE: 5/31/2024

RE: Communications and Outreach, Education and Public Programs

ACCOMPLISHMENTS OF THE MONTH

Arts & History Brand Marketing

In April and May, we continued work on the Arts & History Brand Marketing project. This work aims to strengthen our professional services brand, better positioning our team to provide premium service to our internal service partners and constituents, with a clear message and clear calls to action. This work is also essential as we plan for a future website upgrade.

To that end, we completed the brand asset audit, which helped us identify outdated files as well as gaps, and make room for updated and new materials. Before making decisions on what kinds of materials are needed, we also determined that developing audience segments would enable us to better match these materials on the specific needs and preferences of our priority/intended audiences. We also determined that the Arts & History Brand Guidelines (currently an 80-page document) could be distilled to an appendix and integrated into the City of Boise's Written & Visual Communication Style Guide. We expect the updated brand guidelines to be completed by end of fiscal year 2024.

Campaigns

- [Grants](#)
 - Annual Grant: April 29 – June 14, 2024
 - Catalyst Grant Round 3: May 6 – June 7, 2024
- [City Steps](#): Guided Tours of Boise's History and Public Art

- James Castle House Summer Resident [Jasmine Best](#)
- Old Boise Blocks artists
 - Mungo Ligoya (Sidewalk Art) – *completed*.
 - Bobby Zokaites (Waterwheel Barrier Art)
 - Hua Design Studio (521 W Grove St. Public Space)
- Exhibitions
 - [Interlude: A Five-Year Residency Retrospective](#) (through June 29)
 - [Crossroads of Culture](#) (through September 30)
 - [James Castle: Foundations](#) (through February 1, 2025)

Grants Program

• Annual A&H Grant

We opened the annual Arts & History Grant funding opportunity on April 29. Applications are being accepted through June 14. Funding supports people in established and emerging cultural fields with projects designed to benefit the Boise residents with awards between \$1,000 and \$5,000. [Learn more](#).

• Catalyst Grant

We closed Round 2 of the Catalyst Grant and awarded the following applicants:

- Friends of the Bishops' House for a mural
- Idaho Coalition Against Sexual and Domestic Violence* for organizing the Cumbia Festival
- Ila Thomas* for a Catalyst for Kindness crochet animal project
- Stephen Aifegha for a solo painting exhibition of works reflecting on the African diaspora in the U.S.
- TRICA Idaho for organizing the inaugural Maypole Market

We also opened Round 3 of the Catalyst Grant. Applicants can submit proposals through June 7 for a standard award size of \$2,000 for projects that take place within Boise City Limits before September 30, 2024. [Learn more](#).

Boise City Writer-in-Residence

In April, Boise-based playwright and writer-across-disciplines Heidi Kraay began her residency.

Upcoming events:

- Writing Workshops with Boise City Writer-in-Residence Heidi Kraay



- Wednesday, June 26, at 6 p.m., at the Library! at Cole & Ustick
- Wednesday, July 10, at 6 p.m., at the Library! at Hillcrest
- Wednesday, August 14, at 6 p.m., at the Library! at Collister
- Wednesday, September 25, at 6 p.m., at the Erma Hayman House
- Lit @ Lost: Collaborative reading between Idaho's Writer-in-Residence Kerry Webster, and Boise City Writers-in-Residence Natalie Disney and Heidi Kraay
 - Tuesday, June 18, at 7 p.m., at Lost Grove Brewing

The 2025 call to writers for the Boise City Writer-in-Residence will open in June.

Public Programs

- Continue to engage department-wide teams in monthly Public Programs Roundtable and Book Club discussions (optional) to develop shared language and best practices around public programming and community engagement.
- *City Steps: Guided Tours of Boise's History and Public Art* launches June 1. Interns will be delivering tours each week on Wednesday afternoons and evenings and Saturdays through August.
- "Level Up":
 - 24 people participated in April's Grant Writing Workshop, led by two Grant Writing consultants from Premio Services, Laura Hull and Natalia DiGiosia.
 - Approximately 40 participants attended the second of four Going Public: Public Art Learning Series featuring a panel moderated by Kirsten Furlong and composed of public artists Bobby Gaytan, Mungo Ligoya, and Terresa White. [Learn more.](#)

Outreach

Summer Reading & Learning Celebration

Joined Boise Public Library, Ada Community Libraries, and Rediscovered Books, and over 20 community organizations at the May 18 Summer Reading & Learning Celebration at JUMP. We shared and gave away children's books titled *Fighting Bob* which introduce young readers and their caregivers to aspects of the city's history through the adventures of a once real-life ostrich who lived near the Natatorium Pool. We reached approximately 300 individuals.

International Museum Day

Joined local museums and cultural centers on May 19 for the 2024 International Museum Day held at the Idaho Botanical Garden. Focused on highlighting the James Castle House, with a related art activity. We reached approximately 1,700 individuals.



First Thursdays on the Plaza

We continue to support the City of Boise's Community Engagement team with First Thursday planning and participation.

May's First Thursday on the Plaza celebrated Asian American, Native Hawaiian, and Pacific Islander Heritage Month. The History Division selected panels to highlight at the Arts & History table from the new exhibition *Crossroads of Culture* which illuminates the enduring legacy of Chinese people in Boise.

June's First Thursday theme is World Refugee Day. [Learn more.](#)

Ustick in Bloom

We will be conducting outreach for a public artwork by James Peterson titled *Passage* slated to be installed at Redwood Park at West Valley Neighborhood Association's Ustick in Bloom event on June 8. This event is in partnership with the city's Energize Our Neighborhoods program. [Learn more.](#)

World Refugee Day 2024

We will be supporting the City of Boise's presence at the Idaho Office for Refugees annual World Refugee Day on June 22, from 9:30 a.m. to 1:30 p.m. at The Grove Plaza. [Learn more.](#)

City Steps (ongoing)

Conducting outreach to business, tourism, civic, and lifelong learning organizations to promote registration for our summer-long guided tour series of Boise's history and public art. [Learn more.](#)

NEEDS FROM COMMISSIONERS

Upcoming Campaigns*

- Annual Grant and Catalyst Grant programs
 - Traffic Box artists
 - James Castle House Resident [Jasmine Best](#)
 - Archives: Opera Idaho
 - City Steps: Guided Tours of Boise's History and Public Art
-
- *Desired Action:* Awareness

* *Subject to change.*

Cultural Program Guide



Next quarter's Cultural Program Guide will be out in July!

- *Desired Action:* Pick up a copy at our offices (or more!). Please share widely!

Upcoming 2024 Grant Recipient Events

We invite you to attend the upcoming Grant Recipient events:

- 6/6 Downtown Boise Association: Supersized First Thursdays
- 6/8 Idaho Coalition Against Sexual and Domestic Violence: Cumbia Festival
- 6/12 Lost Grove Brewing and the Morrison Center: Neighborhood Concert Series at Sunset Park
- 6/12 Boise Community Band: Concert in the Park
- 6/26 Lost Grove Brewing and the Morrison Center: Neighborhood Concert Series at Demeyer Park

Learn more by visiting our [Events Calendar](#).

- *Desired Action:* Please consider attending.





DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

EXHIBIT A

Minutes Arts & History Commission

Wednesday, February 7, 2023
5:00-6:30 pm
Greenbelt Room, 3rd Floor, Boise City Hall
150 N Capitol Blvd, Boise ID 83702

Virtual and in-person attendance is offered.

Watch via Zoom Webinar: [Registration Link](#)

Commissioners Present: Kris Clegg (Chair), Melissa Thom (Vice Chair online), Gaby Thomason, Catherine Seo, Amanda Ashley (online), John Hand

Commissioners Absent:

Council Liaison: Luci Willits

Staff Present: Jennifer Stevens, Jillian Whitehill, Tyler Powers, Logan Weis-Hurzeler, Tilley Bubb, Jennifer Yribar, Stephanie Johnson, Jamile Shirley, Alaggio Laurino, Danielle Grundel, Maureen Lavelle, Kristen Hill

Public:

- I. **Call to Order** – Commission Chair, Kris Clegg called the meeting to order at 5:03 p.m.
 - a. Land Acknowledgement – Commission Chair Kris Clegg
- II. **Minutes Approval**
 - a. **ACTION REQUESTED:** Approve Minutes from December 6, 2023 (**Exhibit A**)
 - i. Move to approve by Hand at 5:04 p.m., seconded by Thom at 5:04 p.m.
All in favor
- III. **Director's Update**
 - a. Introduction of staff, commissioners, and Council member Willits
 - b. Personnel:
 - i. Mónica Galván – JCH Cultural Sites Coordinator started on February 5th
 - ii. 49 applicants for the Airports Public Art coordinator. In the process of interviews
 - iii. Mayor's office sponsoring two internships for the summer.

- c. External Partnerships
 - i. Two staff tabled at Lunar New Year Even with Idaho State Historical Society.
- d. 5-year Internal Strategic Plan Update
 - i. Draft is complete and under review with Mayor's office.
 - ii. Collaborative efforts with entire department
 - iii. Making programs predictable
 - iv. Opening questions to the Commission
 - 1. Kris Clegg – Glanced at it but would like to take more time to review the draft
 - 2. Melissa Thom – Could see through point of predictable programming, creating opportunity for the community to collaborate, would like to offer support, and acknowledges that it's a lot of work.
- e. Public Programming, Professional Development, and Revenue Generation Planning
 - i. Moving towards revenue generation model. Many of our peer cities are charging for the type of work we offer. This will allow us to expand our department and services offered, not to make profit but to offer more services to the community. We are working on creating our philosophy document to guide what services are fee-based. Will want commission input on these services.
 - ii. Opening questions to the commission
 - 1. Amanda Ashley: When Parks brought into revenue did their general revenue reduce?
 - 2. Jennifer Stevens: We are being careful working with the Mayor's office to not have our bottom line go down
 - 3. Luci Willits: This is not something that supplants but advances. Our community has a demand that we can fill
 - 4. Jennifer:
 - 5. Kris Clegg: Have you reached out to Arts & History Foundation for revenue
 - 6. Jennifer: Most of these funds will go to James Castle House trailer



- f. Grant Application:
 - i. Applied for \$100k capacity fund grant for Erma Hayman House staffing
 - ii. Applied for Idaho Commission on the Arts grant
- g. Commission Updates:
 - i. Mayor is conducting interviews for two open commission vacancies
 - ii. Special opening for student commissioner coming in May
- h. Discussion of Review and Potential Rewrites of A&H Commission Policies & Procedures
 - i. Gathering input from and about other city commissions, A&H commission, and staff to re-imaging the Arts & History Commission. Will eventually change the ordinance which is a holdover from 1978.
 - 1. Clegg: Excited to see the guidelines and to identify ways commissioners can have an impact

IV. Presentations/Updates/Approvals **Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.*

- a. Informational Item: Cultural Plan Update – Tilley Bubb & Jennifer Stevens
 - i. The 2025-2030 Cultural Plan is grounded in the Arts & History Mission, Vision, and Values.
 - ii. The 2017 Cultural Plan goals were to 1) develop cultural policy, 2) enhance & preserve neighborhood places, 3) maintain & develop cultural assets, 4) foster organizations and partnerships, and 5) expand cultural resources for individuals
 - iii. Since 2017, both the Department of Arts & History and Boise City have changed, grown, and achieved many accomplishments that the 2025-2030 Cultural Plans aim to address. The suggested scope is on both cultural organizations/individuals and creative industries.
 - iv. The purpose of the Plan is to create a strategic framework for the assessment, development, and promotion of cultural and creative industries. This plan is both inward and outward-facing.
 - v. Planning actions: Need to assess current conditions, identify needs, survey the community, provide equitable opportunities, promote lifelong education, and foster partnership and collaboration between organizations.



- vi. Stakeholders include City of Boise, public agency partners, cultural nonprofits, for-profit creative industries, individual artists, and general public.
 - vii. Strategies for engagement include surveys, focus groups, community meetings, and interviews.
 - viii. Prioritize Equity: Establish an equity framework to guide the planning process. Collaborate with and gather data on a diverse range of community members representing various cultural backgrounds, socio-economic statuses, ages, and abilities.
 - ix. Sidebar features: Identify important issues and how we are and might engage in policy to respond.
 - x. GIS mapping: To identify gaps in public art collection, network of cultural venues, concentration of historic properties, creative industry clusters, and CCDC districts where investments may occur.
 - xi. Division Strategic Plans: Developing in-depth strategic plans that will be briefly outlined in the Cultural Plan
 - xii. Planning Timeline: March-August 2024 will focus on data collection, September to December 2024 Writing, and January to March 2025 on review & approval.
 - xiii. Implementation Timeline: Implement, evaluate, and update from 2025-2030, iteratively reviewing annually and updating throughout.
- b. Bubb opens the floor to questions on the presentation before discussing scope of plan:
- i. Hand: Recommends adding into scope both Boise and West Ada school districts and focus on those PTA and PTO organizations.
 - ii. Willits: Notices appendix in 2017 Cultural Plan with data, is this expected to be included in the upcoming plan?
 - iii. Bubb: Yes.
 - iv. Willits: I noticed in that data that the majority of artists don't rely on their art for their income, which I think has an impact on how we do this.
 - v. Bubb: Absolutely. Dr. Ashley's study addressed this we may do a survey again for this upcoming cultural plan.



- vi. Ashley: I appreciate your comment Willits. The importance of understating the creators, makers, and doers. Cultural Plans will often talk about organizations which is important but it doesn't look at the people who are the creatives. How they work across sectors and how they pull their career portfolio together. There is a real economic development piece there, we're losing the people with this creative power. What do we do about that? It is central to our economic development plans for the city.
- vii. Willits: Would like more clarity on creative industries because some people will see media and think TikTok and influencers so I think that needs to be thought through. I like the idea of expanding beyond what we traditionally think about. To the point where the folks who are working in these areas aren't doing it full time, is there a way from a Chamber of Commerce perspective and economic development perspective that we out within this plan venues for them to be successful economic venues to solve?
- viii. Tilley Bubb: Thank you. I think identifying the need for such venues is something that will emerge from the conversations and that is something we can put forward if that comes forward from our constituents. To your first questions, there are ways that we can identify what we include in creative industries. Such as do we include food? If we decide we want to include creative industries we need to identify which areas we want to focus on based on which are prominent in Boise. Staff resources are limited so we will need to narrow down the list but even with that limitation finding will share even more data than we have before. We can't ignore that artists are working in for-profit and nonprofit industries. We have been collaborating a lot with the economic development division so I see positive outcomes in that partnership.
- ix. Clegg: Notes that organizations are starting to do this. Idaho Film Society contacted HP to see share business and asked how they can help, which it's a win-win. How do we support the artists? If the City can support organizations like that, it will be huge.
- x. Willits: I am always shocked and ecstatic about the talent in the community and I often find those at festivals, markets, etc. because it's



pretty hard to piece through that in the interwebs. Anything we can do to shine light on that only helps the folks who live and work here.

- xi. Stevens: I think bringing up food is a great point now that we have a James Beard Awardee in the community. One thing we will address in this plan is what role cultural tourism plays in our goals. Do we want to be known as a food city? A film city? What is the community telling us that they want and what are we already seeing that we can build on?
 - xii. Clegg: I appreciate the fusion of it all. Kin, the recent James Beard Awardee, supports artists, farms, and other non-profits with their work and it would be nice to find ways to boost other community members. Particularly with schools.
 - xiii. Bubb: Might intersect with workforce development and other parts of our department's work. How might that be for individuals working in nonprofits vs. for-profit creative industries? And how might that tie in with economic development? Those are the types of questions I see potentially coming out of this expansion in scope. Should we broaden our scope to include creative industries and we can come back to you with more details on that scope?
 - xiv. Clegg: I think so. A huge selling point for me is the economic development piece that will come out of looking into for-profits.
 - xv. Thom: Yes, looking forward to seeing what comes out of this study
 - xvi. Ashley: Notes that Tilley has a book coming out in May about community development. We are lucky to have a national expert on this scope in our city.
- c. Acknowledgement of John Hand stepping down from commission. Moment of gratitude from staff and fellow Arts & History commissioners.
 - d. **Adjourn Meeting**
 - i. Hand motions to adjourn, Thom seconds; all in favor. So moved at 6:16 p.m.





DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

EXHIBIT B

Minutes Arts & History Commission

Wednesday, April 3, 2023
5:00-6:30 pm
Greenbelt Room, 3rd Floor, Boise City Hall
150 N Capitol Blvd, Boise ID 83702

Virtual and in-person attendance is offered.

Watch via Zoom Webinar: [Registration Link](#)

Commissioners Present: Kris Clegg (Chair), Melissa Thom (Vice Chair online), Gaby Thomason, Catherine Seo, Amanda Ashley (online), Trish Walker

Commissioners Absent: Gaby Thomason, Rachel Miller

Council Liaison: Luci Willits

Staff Present: Jennifer Stevens, Jillian Whitehill, James Smith, Tilley Bubb, Jennifer Yribar (online), Stephanie Johnson, Emily Chivers, Kristen Hill, Mónica Galván

Public:

- I. **Call to Order** – Commission Chair, Kris Clegg called the meeting to order at 5:07 p.m.
 - a. Land Acknowledgement – Commission Chair Kris Clegg
- II. **Minutes Approval**
 - a. **ACTION REQUESTED:** Move Approval of Minutes from February 7, 2024 (**Exhibit A**) to next commission. Trish motions to defer Minutes. Ashley seconds; all in favor. Moves at 5:08 p.m.
- III. **Director's Update**
 - a. Introduction of staff and commissioners.
 - b. Personnel:
 - i. Mónica Galván – JCH Cultural Sites Coordinator started on February 5th
 - ii. Savannah Shaon- Airport Public Art Coordinator starts in April
 - iii. Two interns starting in May to run interpretive tours this summer.
 1. These tours will run on Wednesdays and Saturdays

- c. Brief on Americans for the Arts lobbying and advocacy in Washington D.C.
 - i. Discussed National Endowment for the Arts (NEA) and Humanities (NEH)
 - ii. Legislation for Community Engagement in the Arts on military bases and for veterans
 - d. External Partnerships - Many staff members participated in the 12th Annual Treefort Music Festival. Emily Chivers served as a panelist on grants and Tilley Bubb gave Public Art tours to delegations from Spokane and Reno
 - e. CCDC Project Updates
 - i. Old Boise Blocks Barrier – *Clesydra*, Bobby Zokaite
 - ii. 521 W Grove St. Public Space, Public Art
 - iii. Old Boise Blocks Sidewalk Element
 - iv. Erma Hayman House
 - v. Linen Blocks
 - vi. River Myrtle-Old Boise Urban Renewal District Interpretive Signs
 - f. Needs from Commissioners
 - i. Special meeting May 1st to discuss the future of the Arts & History Commission then hold one hour to meet later in May for 1:1's to collect feedback
 - ii. Awareness of upcoming campaigns
 - 1. Going Public
 - 2. Fettuccini Forum
 - 3. First Thursday
 - 4. Deaf History Month
 - 5. Earth Month
 - 6. Catalyst Annual Grants
 - iii. Consider attending upcoming events – please pick up your cultural guide
- IV. **Presentations/Updates/Approvals** **Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.*
- a. Informational Item: West Valley/Redwood Park Public Art Project – Stephanie Johnson
 - 1. What is Public Art and what role does Arts & History play – Public Art team manages the project and is the conduit between the public, artists, and art.



2. Public Art creates placemaking. The City of Boise's public art collection includes site-based installations, traffic boxes, Boise Visual Chronicle, and temporary works (nearly 1000)
3. Project background: funded by the Neighborhood Reinvestment Program and City of Boise's Percent for Art. Art located in Redwood Park. The selection panel developed shared thoughts on the identity of their community to bring into this piece.
4. Runs through selection panel role and responsibilities. Currently we are in the approval stage.
5. Shares selection criteria and rubric which creates consistency within the review process.
6. Artist selected: James Peterson – *Passage*
 - a. James often incorporates engineering elements into artwork.
 - b. The art piece pays homage to the agricultural heritage of Ustick, creating a piece that feels like walking through an orchard.
 - c. Will have a pathway. Tunnel is around 15 ft long, 14 ft tall. Making sure art piece is accessible.
 - d. Ashley asks: What is the neighborhood's reaction to this art piece?
 - e. Johnson – James hosted tabling events and sent out surveys to gauge interest and answer questions. He gained a lot of great feedback.
 - f. Ashley – acknowledges that she has had folks ask about the CORTEN material looking as though it is rusting.
 - g. Johnson – Clarifies that CORTEN doesn't weather, it is a material originally used on ships, and the material gains an outer layer that protects it.
 - h. Ashley – Where will it be fabricated?
 - i. Johnson – Utah
 - j. Ashley – Acknowledges that the start of this project began during COVID and the panelists said the start of the project was a great opportunity to bring folks together and create something meaningful for their community
- b. Informational Item: Catalyst Grant & Annual Grant Cycle – Emily Chivers



- i. Round one has closed and round two is about to close.
- ii. About the program: Pilot program to support small-medium sized arts, history, and cultural activities.
- iii. Program detail: standard award size of \$2,000 per award, 20 total awards, \$40,000 in total.
- iv. Review team consists of 4 community members and one A&H commissioner.
- v. Reviews program eligibility and grant criteria that proposals are evaluated on.
- vi. Round 1 results: 17 applicants for 5 spots. 9 were new applicants, total amount requested \$34,000 with \$10,000 awarded.
- vii. Share results: Not qualified (given feedback on why and how to change this for next round), Declined (
- viii. Ashley: Understands that grants are intended for emerging artists/opportunities. How do you reconcile an established organization but new project?
- ix. Chivers: Have a bonus point for new applicants. Established organizations can still apply but they are not given the bonus point.
- x. Awarded applicants: Backyard Artists - Exhibit at JUMP Illumibrite, Idaho Dance Theater Spring Performance, Teal Gardner: The Ecogeoglyphic Observatory – Visitors Center, Flamenco Idaho – Flamenco 4x4, Valuminary – Coming of age play.
- xi. Annual grant program update: \$150,000 in total in awards of \$1,000-5,000. Provides breakdown of timeline and support for grant applications. In need of one more commissioner to join on grants panel.
- xii. Walker: When grantees are denied, do you offer feedback as to why
- xiii. Chivers: Yes, provides a letter of feedback and meetings before applying to review applications.
- xiv. Clegg: Can someone apply for both Annual and Catalyst grants
- xv. Chivers: They can apply for both because they fall in separate fiscal years.

V. **Adjourn Meeting**

- a. Ashley motions to adjourn, Walker seconds; all in favor. So moved at 6:08 p.m.



EXHIBIT C

521 W Grove Street Final Design – Immigration History Public Art Project

Exhibit C includes the final design proposal packet for Hua Design Studio (Huameng Yu and Louis Chinn), the Request for Qualifications, and contract Exhibit B, *Timeline, Approvals, and Payment Plan* for clarity on our planned approval benchmarks. We are currently in the process of drafting amendments to this timeline in reaction to changes in the construction schedule. We anticipate installation to begin in late winter/spring 2025.

The Public Art Team and the artists have worked extensively with the project stakeholders including the Department of Parks & Recreation, Capital City Development Corporation, the selection panel (consisting of City Council member - Jimmy Hallyburton, Arts & History Commission member - Melissa Thom, CCDC representative – Karl Woods, artist - Caitlin Harris, and community member – Miren Artiach), and the project design team (consisting of CCDC, Jensen Belts, and Guho Corp.). In addition to collaboration and feedback from project stakeholders, artists have also worked closely with community groups in the development of their proposed artwork.

As per their contract, the artists are required to consult with a conservator on their design, proposed materials, and fabrication method. This is prior to approval so that we can be sure the artwork is something we can maintain and will be successful before it is approved for fabrication. We will work as a team with the stakeholder group to determine the best installation methods as the artists work to get engineering plans based on their approved final design proposal.

Action requested from The Arts & History Commission:

Review proposal packet and supplemental information for recommendation to bring this final design proposal to City Council for approval.

521 W. Grove Street

Final Design

Immigration History Public Art Project

Prepared for: City of Boise
By: Louis Chinn and Huameng Yu

May 28th, 2024

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Narrative and Themes

From our research and time spent engaging with immigrant and cultural groups, community leaders, museums, organizations and significant sites in Boise, we've discovered a place of rich and storied history. The multitude of hands and cultures that have built and shaped this place over many eras has led to a unique tapestry of voices that are both visible and hidden from modern memory. It is defined by a spirit of independence, resilience and legacy of forging unlikely paths forward.

512 W Grove Street represents a microcosm within Boise's larger history. Like the city itself, it defies any simplified or singular definition. However, the main themes we've identified that provide a common thread include:

◆ **Connection to nature and abundance of resources**

- Natural resources provided the catalyst for migration and industry
- Mountains and forests provided the resources for mining, agriculture, herding, transportation, etc.
- Boise River fed the Grove St. Canal resulting in the irrigation system that resourced the neighborhood and beyond

◆ **Movement**

- From Native Americans moving seasonally, to early settlers, migrant laborers, and present day immigrants and refugees, the movement of people and the subsequent culture, knowledge, and skills they brought with them fundamentally shaped and built this place.
- Throughout the artwork, we want to express the theme of migration as a natural and beautiful occurrence.
- We aim to show the immense resilience and contribution of immigrants, leading to a message of celebration and welcoming for all who call Boise home, both in the present and into the future.

To tie this together into an artistic vision, our proposed work will be a narrative map of migration, culture & ecology that holds stories, memories and dreams. The artwork will create an immersive environment where visitors are invited to journey along migratory story lines which weave through the space, honoring the immigrants who shaped this neighborhood and embedded their presence into the culture and land. These stories will meet and flow along the river, eventually converging into a future dreamscape of welcoming and belonging.

Design Elements



The Past: Ancestral Altars

To honor the history of 521 W. Grove St, we propose to create sandstone “Ancestral Altars,” representing the primary cultural groups that shaped pre-1970s history of the neighborhood. Each sandstone pillar will be etched with images depicting the immigrant group’s contributions to Boise’s history and culture, including the industries they helped develop, historic artifacts and traditions.

The altars will consist of 5 sandstone pillars in the park total. Each pillar will have multiple cultures from their respective regions depicted on a different face of the pillar. The exception is the indigenous pillar, which will be dedicated to the First Nations people of this land. (Note that some cultural designs are still being developed. The 9 cultures listed below may vary depending on available historic information).

- Southern Europe altar will represent Basque and Italy.
- Asia altar will represent China and Japan.
- Northern/Central Europe altar will represent Ireland and Germany.
- Eastern Europe altar will represent the Czech Republic and Poland.
- Indigenous altar will represent the Shoshone-Bannock/Northern Paiute

“Storylines” will emerge from the foot of the altars that is a repeated pattern from its associated culture, becoming a path where all the cultural motifs eventually weave together. These Storylines will be created with inlays and stamping into the concrete, showcasing how the past is embedded into the memory of the land. Visitors to the park can follow these Storylines like a path, which will travel under the shade canopy, ending at the mountain installation at the opposite end of the park.

The Ancestral Altars are inspired by archival research, oral history interviews as well as the many stories we heard on our site visits, tours, and conversations. We are hoping that we can work with the Art & History team to create audio recording snippets from oral histories, which visitors can access via QR code to listen while they observe the ancestral altars and walk along these migratory routes in the park.

Ancestral Altars and Storylines

Rendering



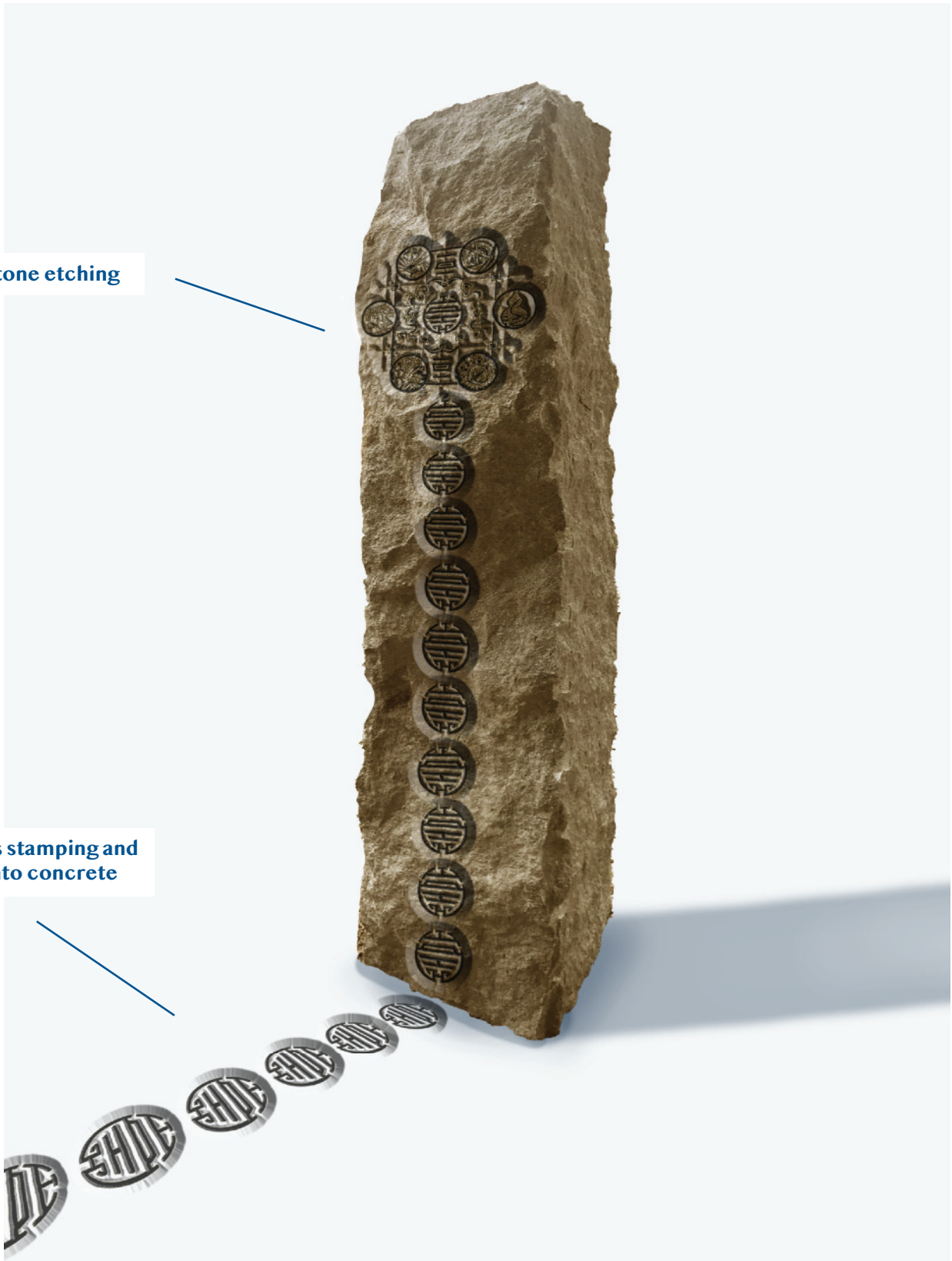
Chinese Altar Design



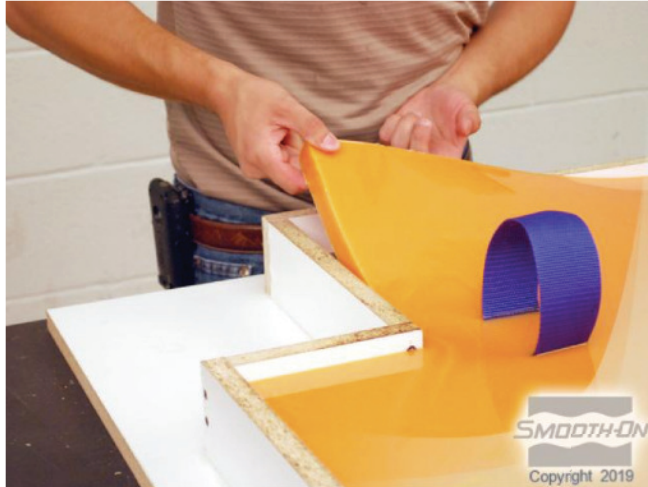
Chinese Altar and Storylines Rendering

Sandstone etching

Storylines stamping and
inlaying into concrete



Custom concrete stamping



Brass Inlaying

Examples from previous work



Chinese Historical References

Mabel Quong's strawberry farms



Chinese Miners



Chinese Laundries



Ah Fong family herbal medicine



Louie family garden logo



Boiled water caltrop found in mining sites



Lion Dance at Chinese Lunar New Year Parade



Chinese longevity seals



Bat/longevity/fertility



Bagua Daoist Seal



Buddhism eternal knot



Basque Altar Design



Basque History References

Basque miner's
boarding house



The Basque Letemendi family lived on 521 W Grove Street. Antonio and Leandra Letemendi operated the DeLamar Rooming House at 807 Grove Street, Boise from 1912 to 1921.



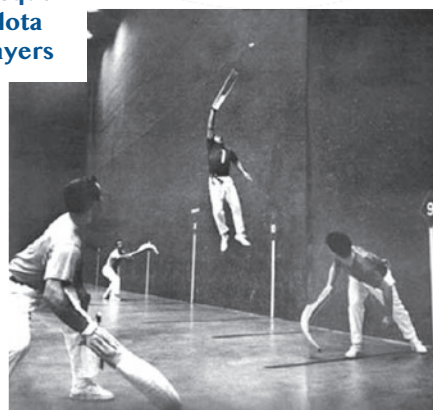
Basque sheepherders



Abarcas -
traditional
dance
shoes



Basque
pelota
players



Basque Hoop Dancers 1964

**Basque Cooking,
domestic work**



Etxea means “home” in the Basque language. Traditionally, the home is the primary foundation of all life. This principle of etxea has been upheld for centuries and generations. Daily life revolved around the etxea: family, work, and village neighborhoods and communities (-Basque



Boise Shepherders Ball, 1949

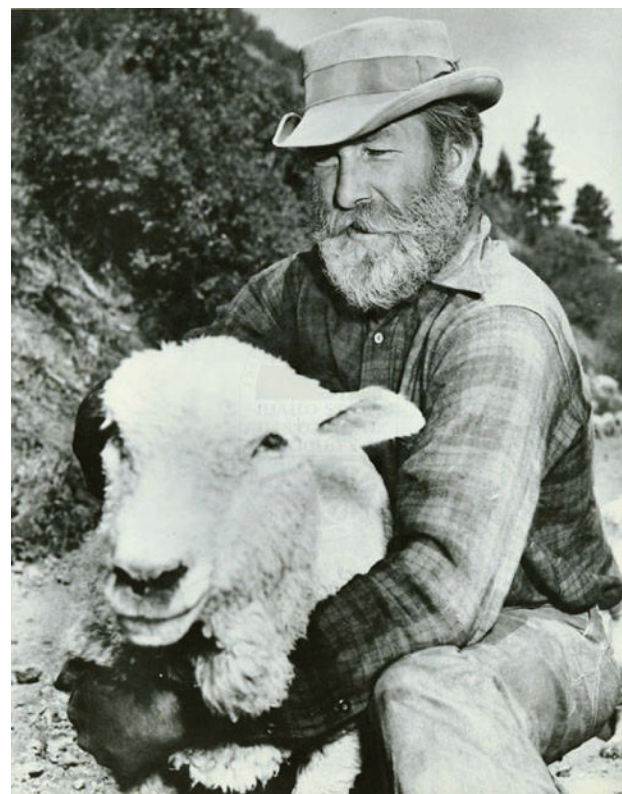


Basque woodcarver

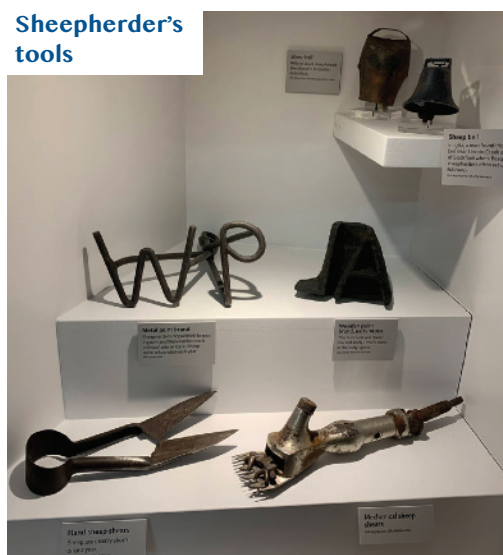


**Basque lauburu
cultural pattern**

Hilarri, a Basque gravestone with traditional symbols



**Shepherders
tools**



Irish Altar History Research



John A. O'Farrell (1823-1900) was an Irish American mining prospector and adventurer who helped to establish the city of Boise

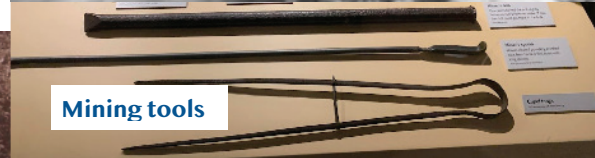
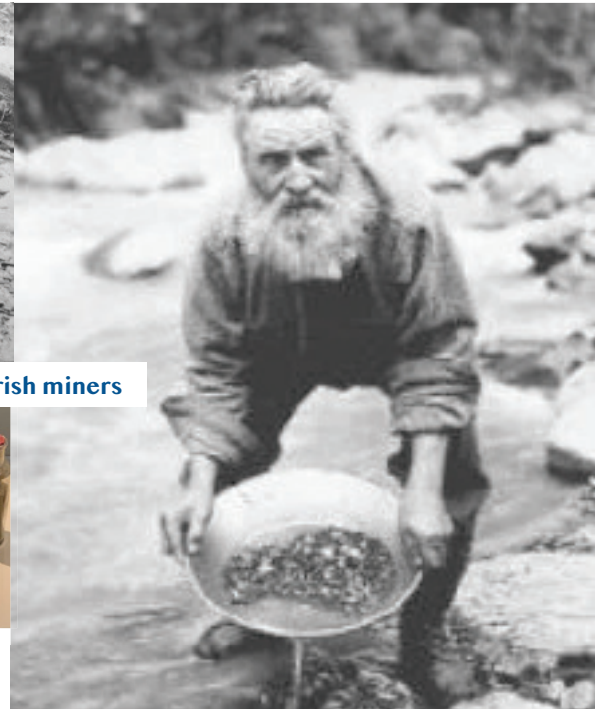


Idaho Irish miners



Ore sample bottles

Gold scales, box, and weights



Mining tools



St. Patrick's Day Parade, 1913



Irish Celtic motifs



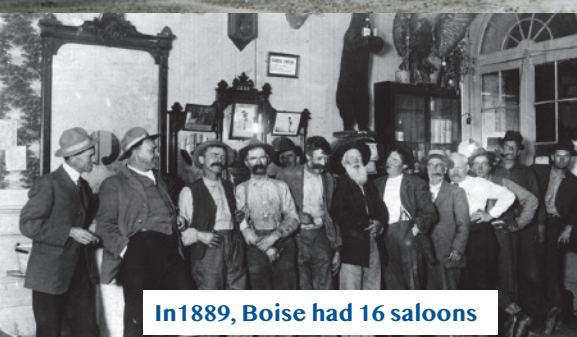
Irish Neolithic Stone Carvings



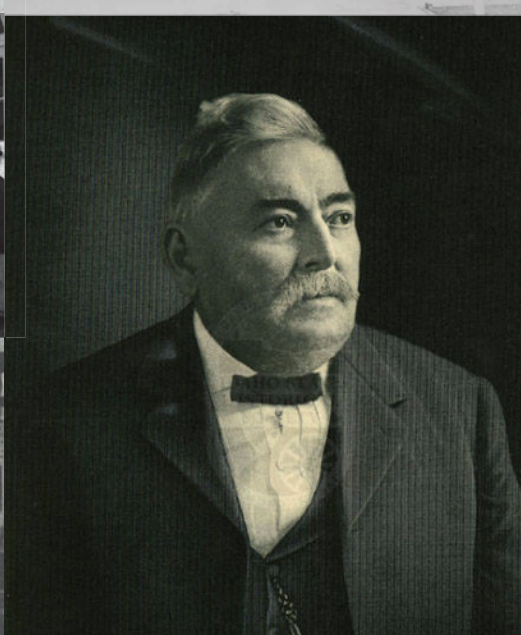
German Altar History Research



Boise's German Turnverein building located on 6th Street and Main. The building served as the local social and athletic club for Boise's German population, 1906. The Boise Weekly cites Todd Shallat as saying of the Turnverein members: "They drank beer and did gymnastics-that's hard to do at the same time."



In 1889, Boise had 16 saloons



John Lemp was a German pioneer, brewer, mayor, city council member, real estate investor and developer. 1884. "Beer King of Boise" "Maker of the first beer in South Mountain."



Boise's St. John's Cathedral founded 1876



German Baptist Brethren Church founded 1906



German Hex Patterns



German flowers and birds folk patterns



Japanese Altar History Research



Early Japanese residents in Idaho threshing wheat



Japanese distributing farm produce



Japanese boarding train for relocation to Minidoka internment



Students at Minidoka - classroom buildings May-1943



Typical Japanese items in Boise home



Domestic worker at her sewing machine 1915



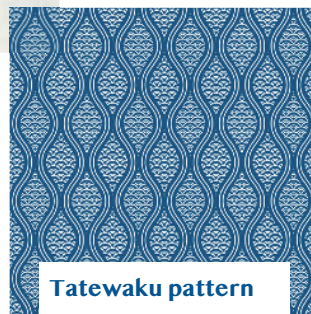
Japanese couple stand in front of their laundry service, 1914



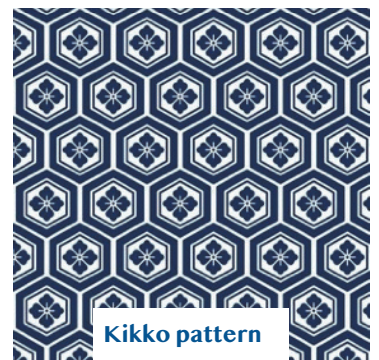
Seigaiha pattern



Sayagata pattern



Tatewaku pattern



Kikko pattern

Northern Shoshone-Bannock-Paiute

Research & References

Food, medicine, and culturally significant plants



Camas
flowers
and
bulbs

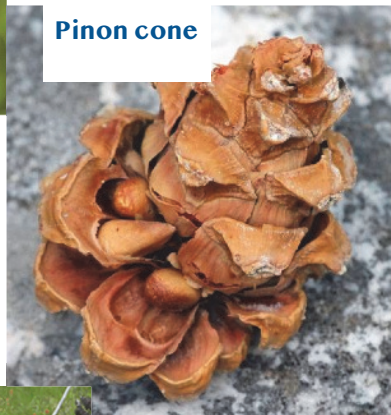


Pinon cone



Chokecherry

Pinon
nuts



Harvesting pinon nuts



Native Chinook Salmon



The Shoshone-Bannock Tribes have a word - "Dammen Baa" - that means "our water." Water is a precious and sacred resource for the

Stone circles or rock rings, are a tangible representation of the connection that the Shoshone-Bannock maintain with the land today, as they have for years beyond counting.





Children's moccasins

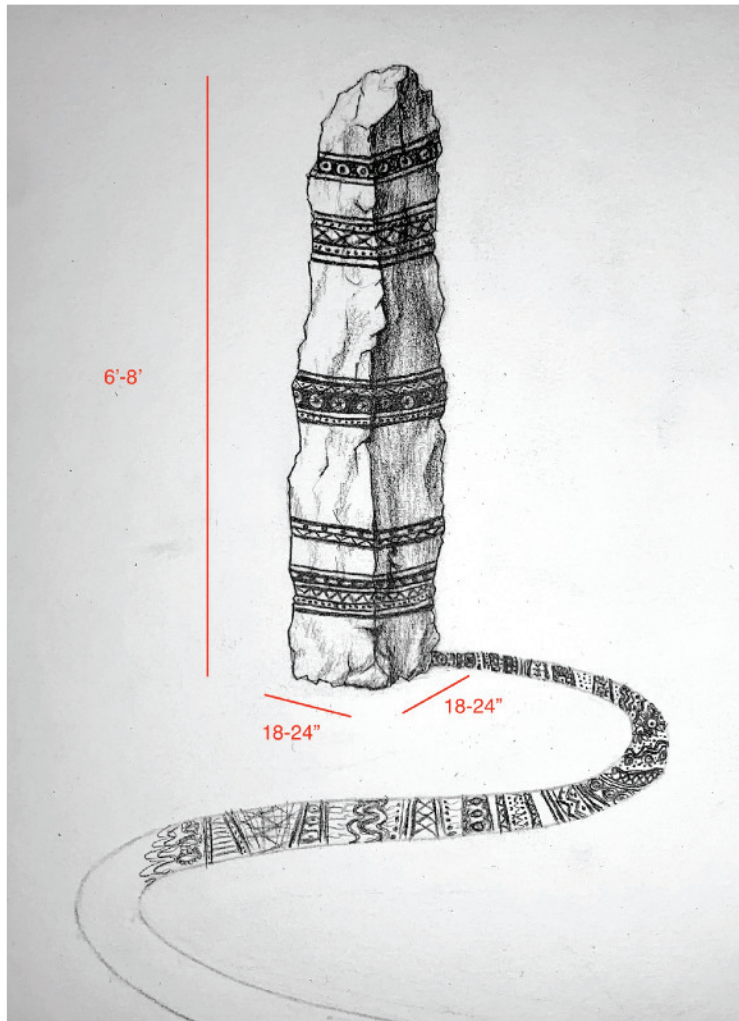


Parfleche designs



***We plan to seek approval from the Tribal Council for use and representation of cultural patterns for the indigenous Ancestral Altar.**

Ancestral Altars Dimensions and Sketches



The Present Day: Sky River

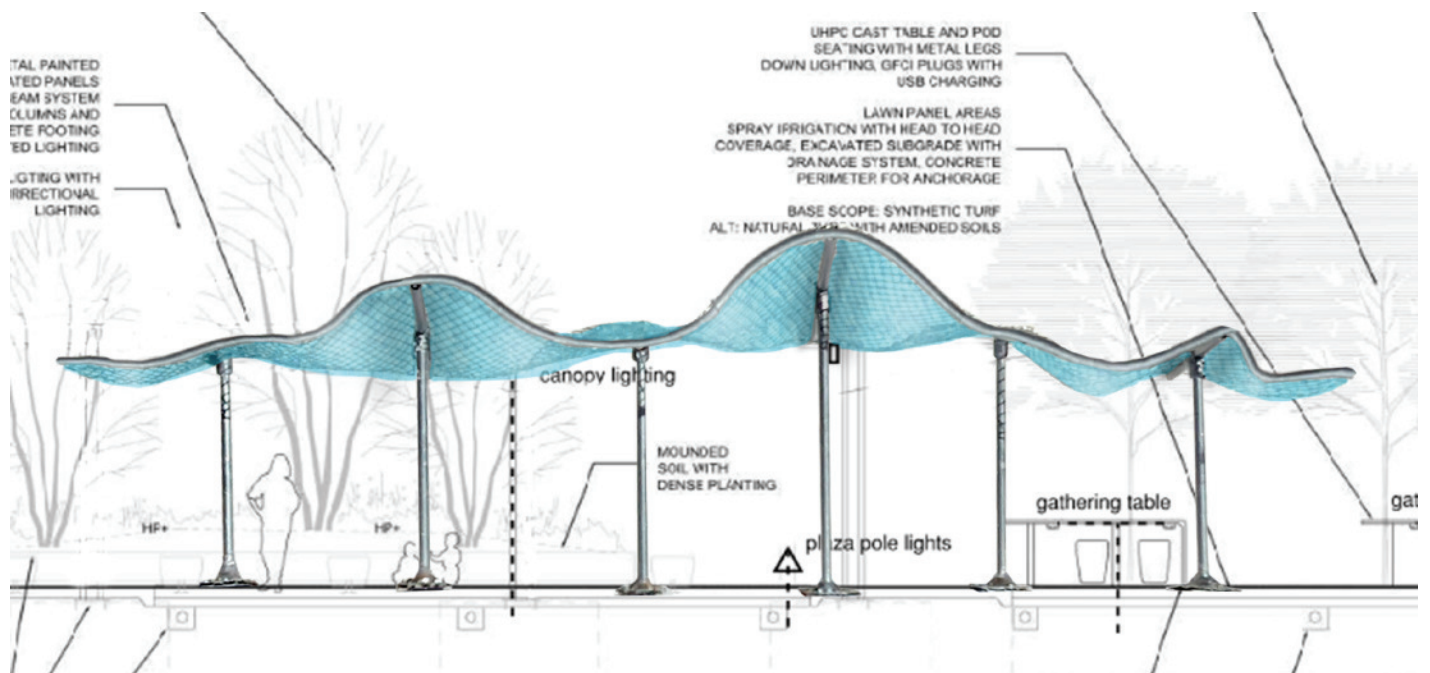
The Sky River is a kinetic river which doubles as a shade structure, winding down the west and south side of the park. This dancing, glimmering installation will be made of thousands of small aluminum flappers hanging from a snaking canopy in the shape of a river.

This tapestry of moving pieces represents the movement of individual stories converging into a larger whole. The Sky River is activated and powered by wind and will cast moving shadows on the ground. It will provide viewers with a respite in the shade where they can observe the flowing movement of the wind above.

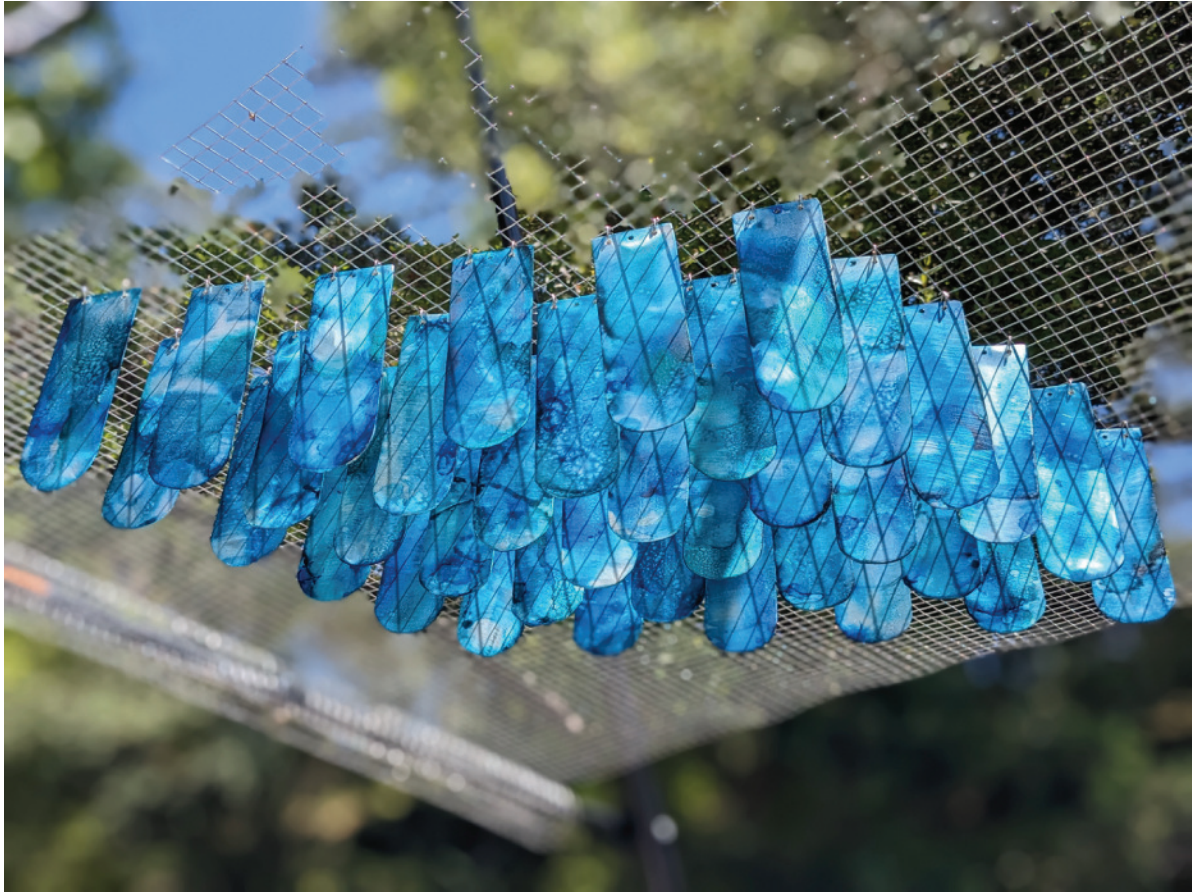




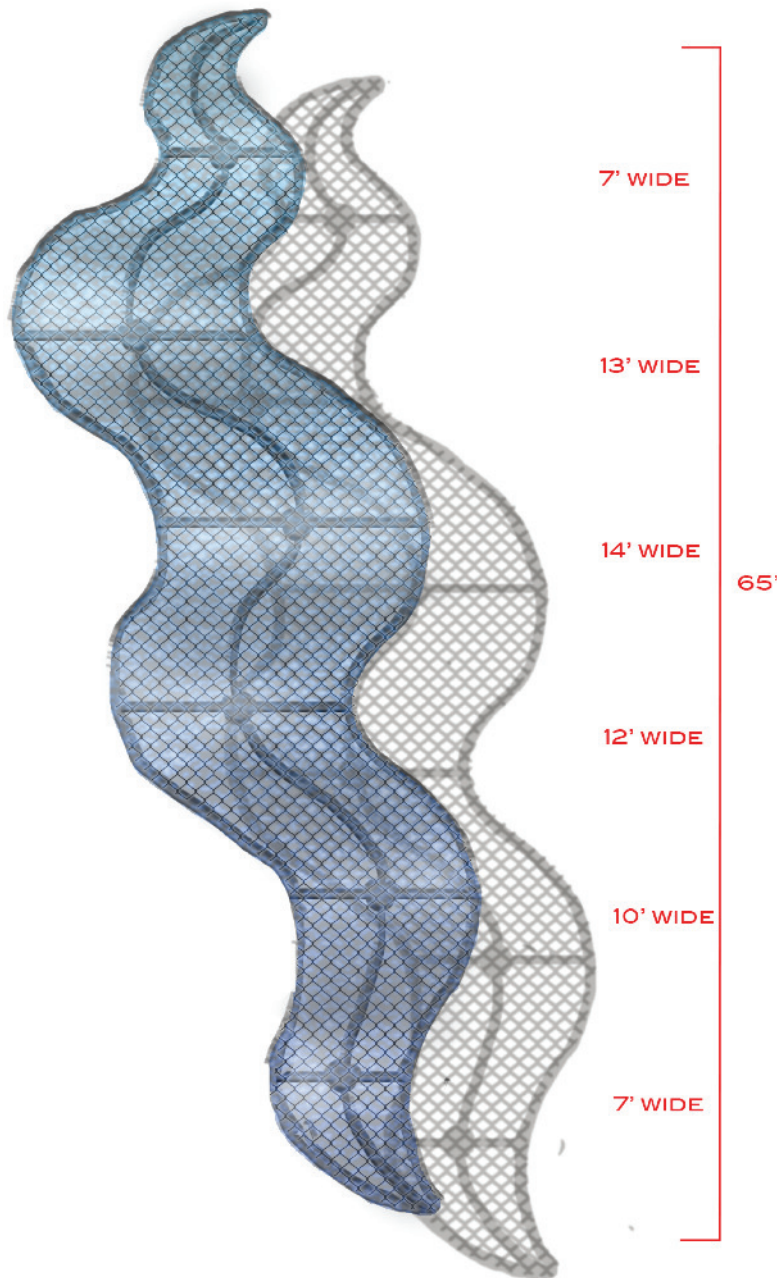
Structure and Lateral View



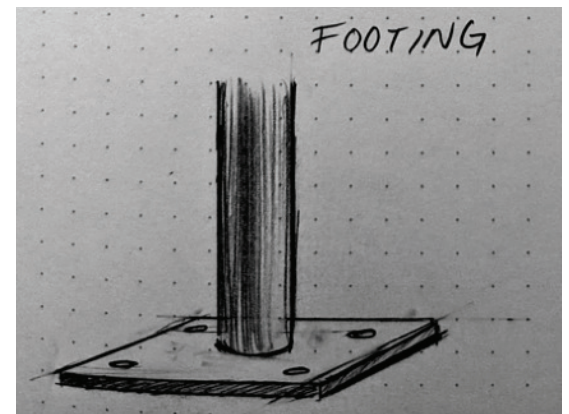
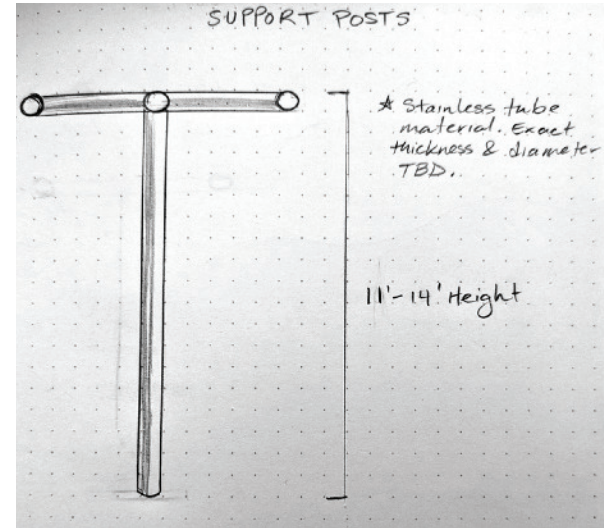
Hanging Flappers



Overhead View and Dimensions



- 65' TOTAL LENGTH
- 10' SPACING BETWEEN POSTS
- 7.5' CANTILEVER ON BOTH ENDS
- MADE OF BENT STAINLESS TUBE

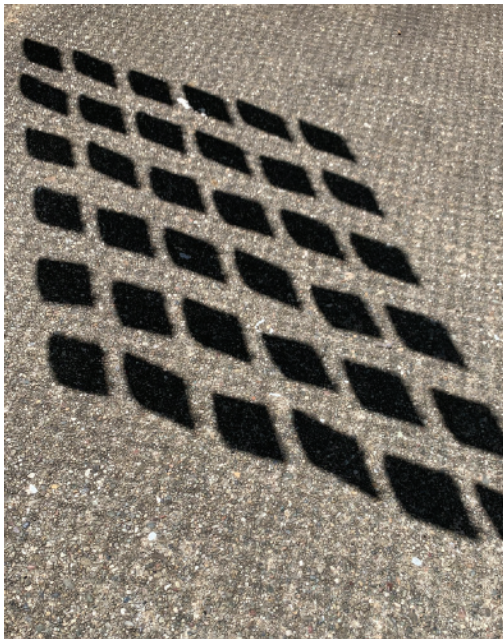


Kinetic Testing Video



Shadow Test

2pm



5pm



The Future: Dreamscape

The larger narrative arc first honors the historic cultural groups and their stories located near the entrance of the park. Their migration stories are then celebrated by the Sky River, which shows the beauty of natural movement displayed by the wind. Finally, all of these elements converge into a future Dreamscape of an interconnected and colorful community.

This landscape depicts mountains made of intricately layered cultural motifs, representing the tapestry of present day and recent immigrant groups from the 1970's and beyond. The cultural patterns will be laser-cut into the mountains to create a sculptural screen-like effect.

The mountains will be installed in the planting bed behind the stage area of the park, embedded in the landscaping among the native grasses and the river birch trees. A few smaller mountains will be installed on the outer edges encircling the stage itself. This will create a greater sense of depth to the installation as well as invite interaction for visitors to walk around and amongst the sculpture. The artwork will be constructed and engineered to be safe and durable for various public utilization.

The trees behind the mountains will be lit at night to show soft but vibrant sunset colors. This lighting will allow the mountains to glow through the cutout patterns to create a lantern-like effect. The Dreamscape will provide a majestic and sweeping background for the stage area of the park, as well as a visual barrier to the parking garage behind it.

Throughout our community engagement process, we received requests to use color as a way to create a feeling of invitation and community. As we look toward Boise's future and the activation of the park through performances and programming, we feel that the vibrant colors of the Sky River and Dreamscape, the immersive scale of the art elements and sweeping kinetic movement will evoke a sense of celebration, awe and welcoming. This installation will not only be educational in its honoring of Boise's hidden immigration history, we believe it also has the potential to become an iconic destination for visitors and locals alike.



Dreamscape Cultural Patterns

Democratic
Republic of
Congo



Vietnam



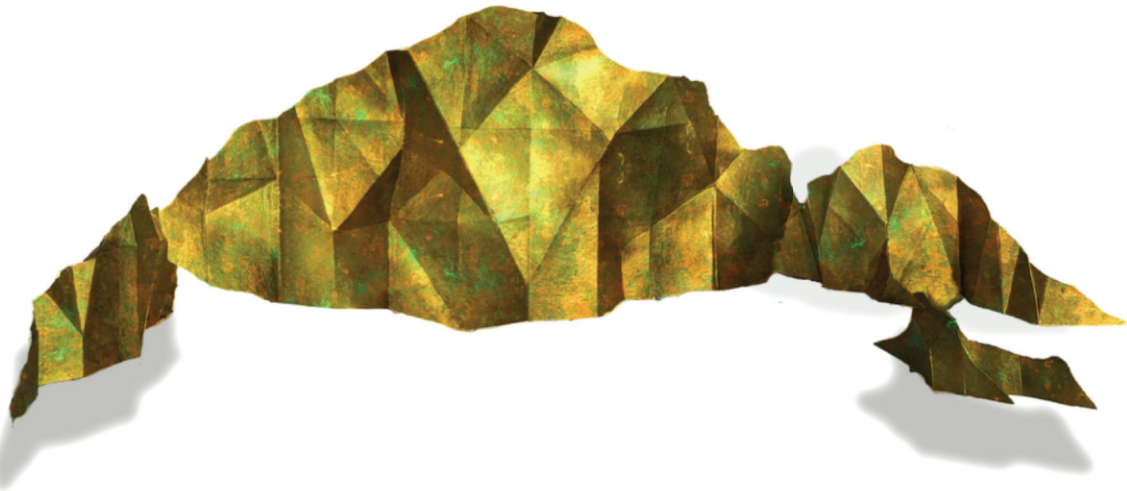
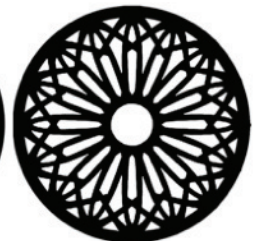
Brazil



India



Iraq



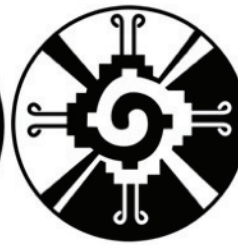
Ukraine



Bosnia and
Herzegovina



Philippines

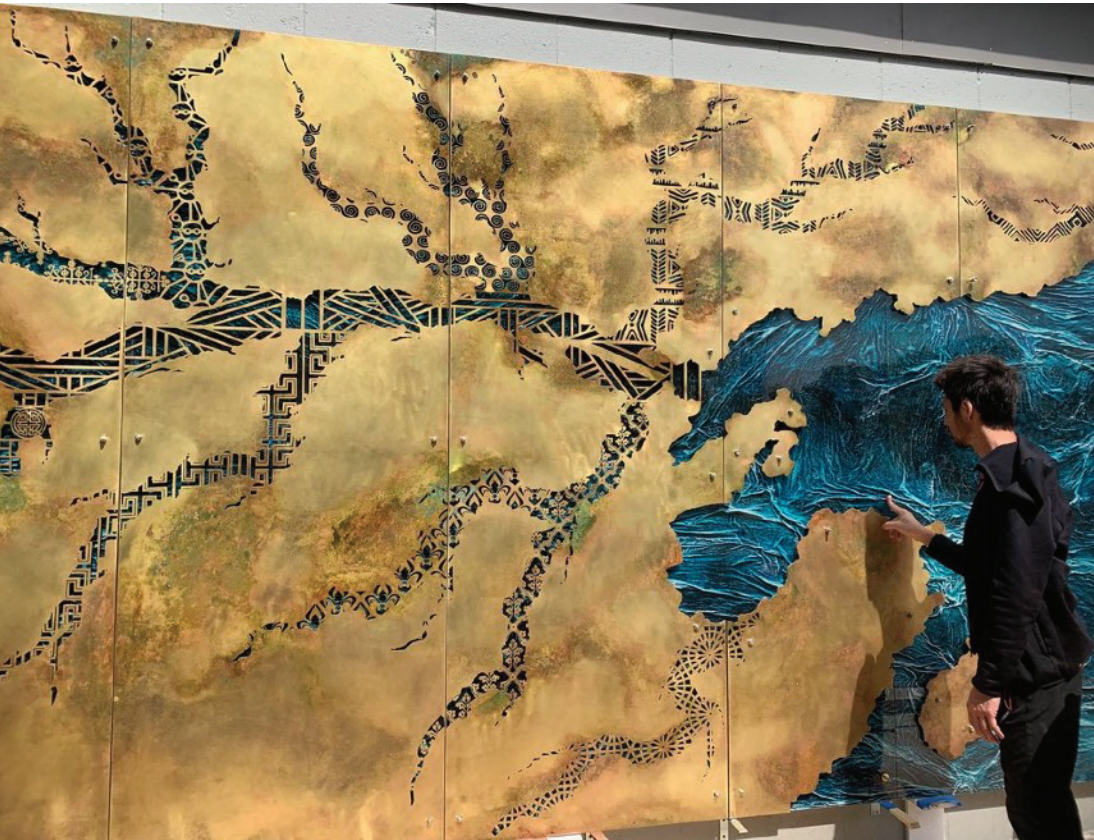


Mexico



Laos

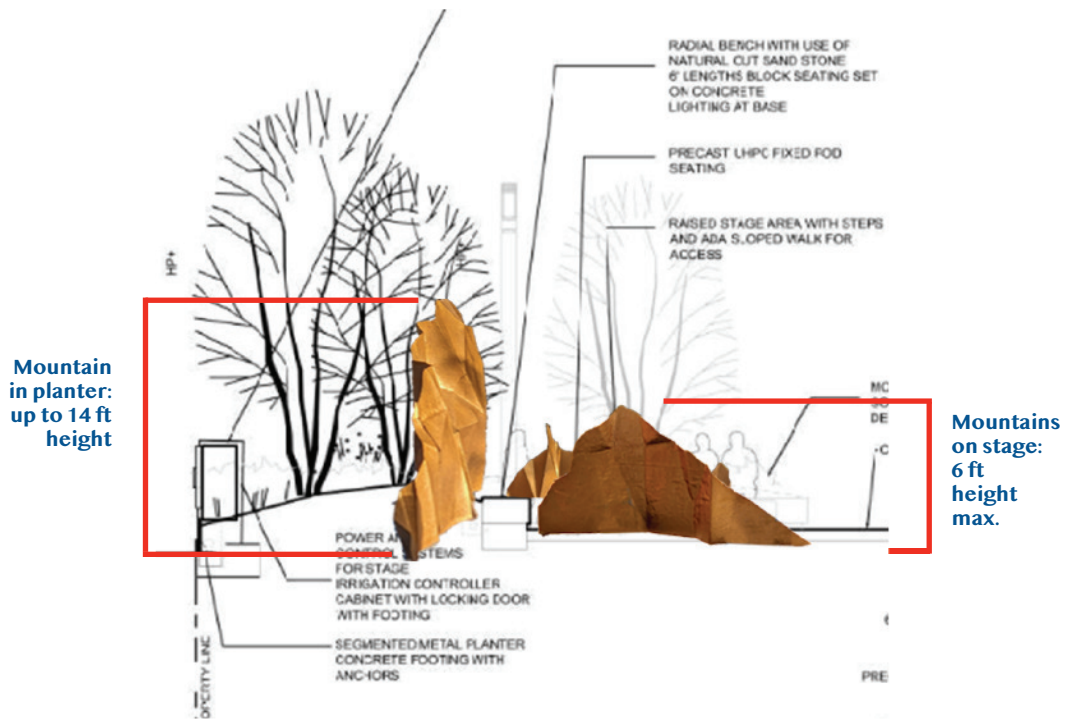
Example sketch of cutout patterns in mountains



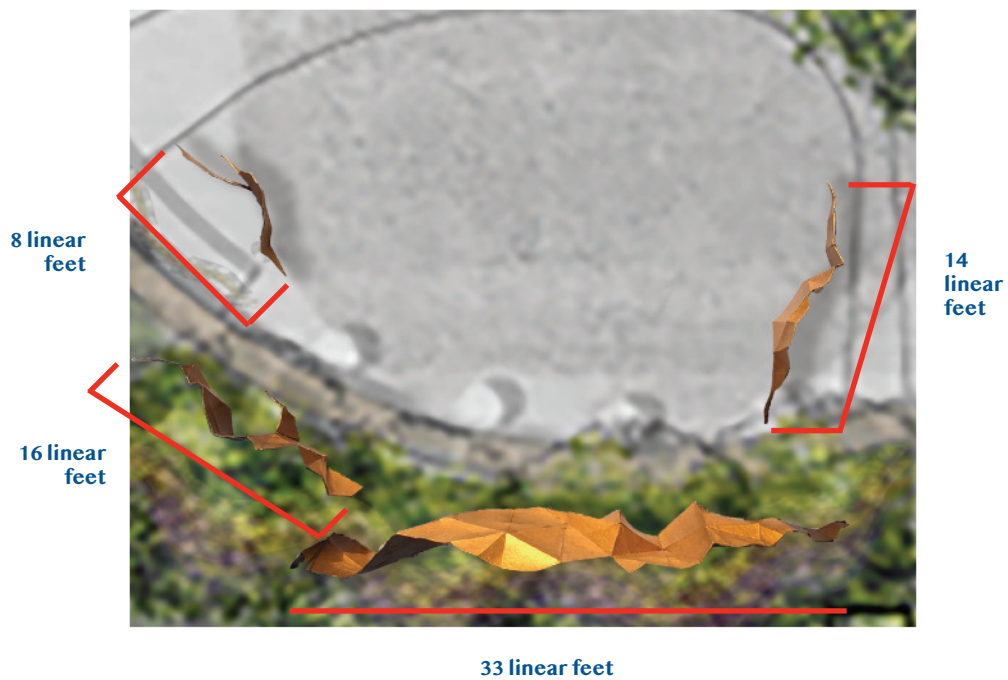
Cutout brass patterns and lantern lighting effect from previous work

Dreamscape Dimensions

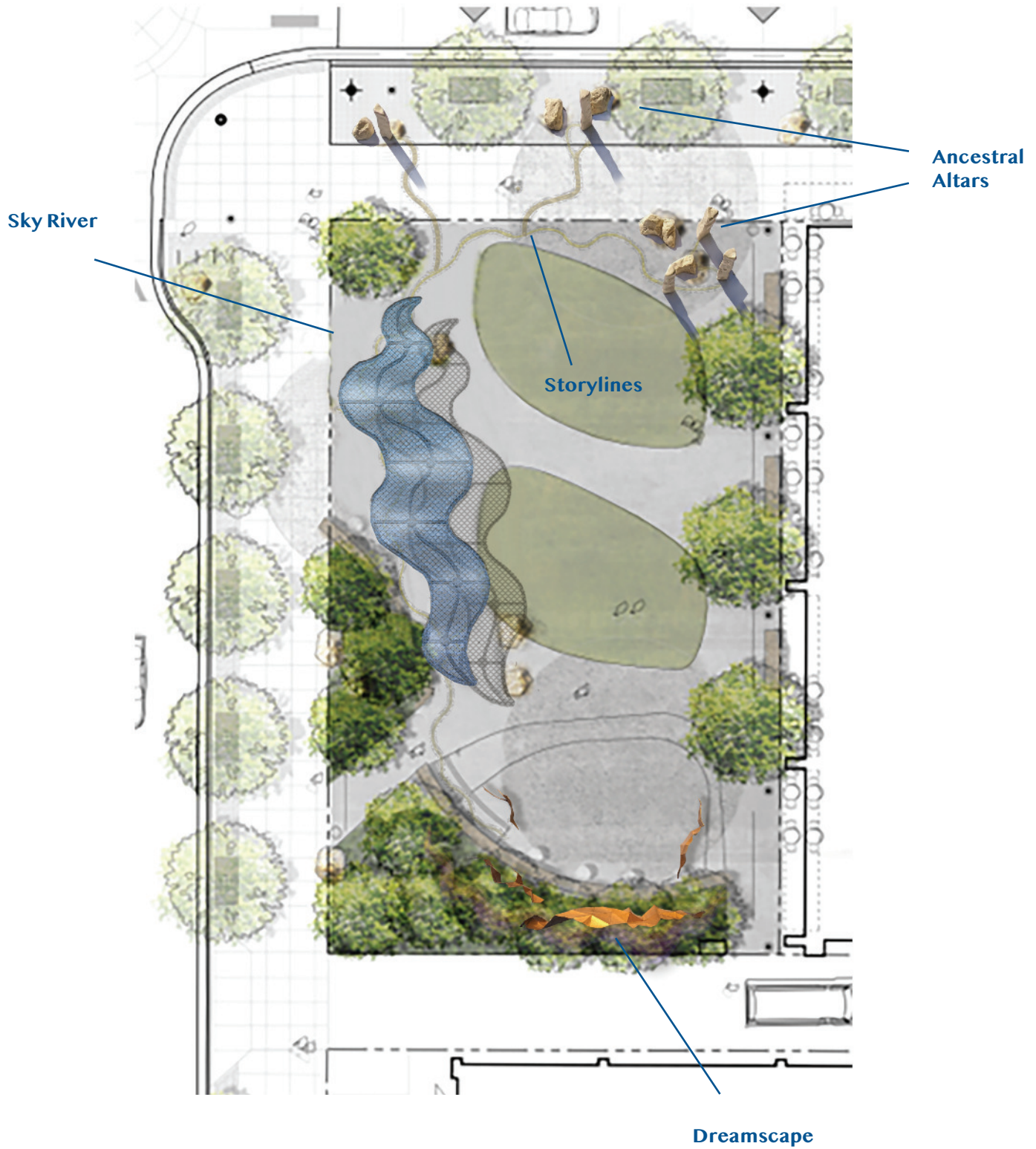
LATERAL VIEW

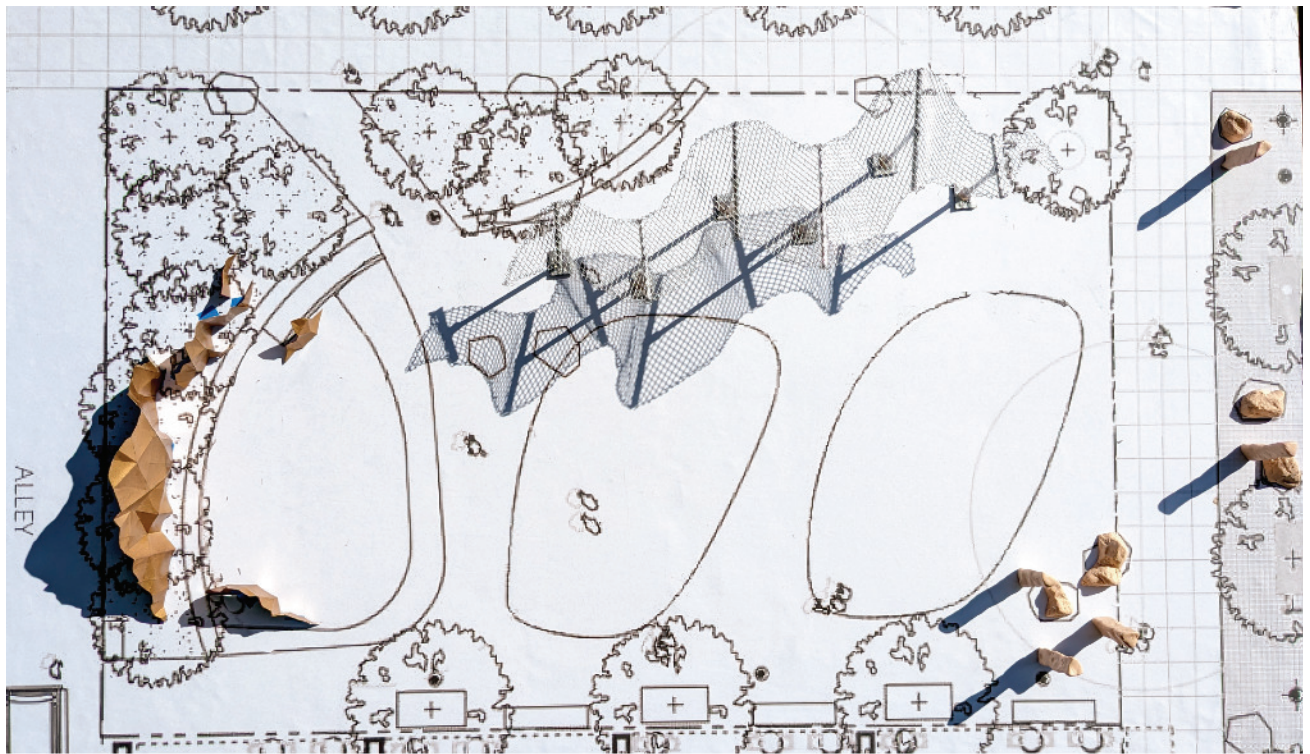


OVERHEAD VIEW

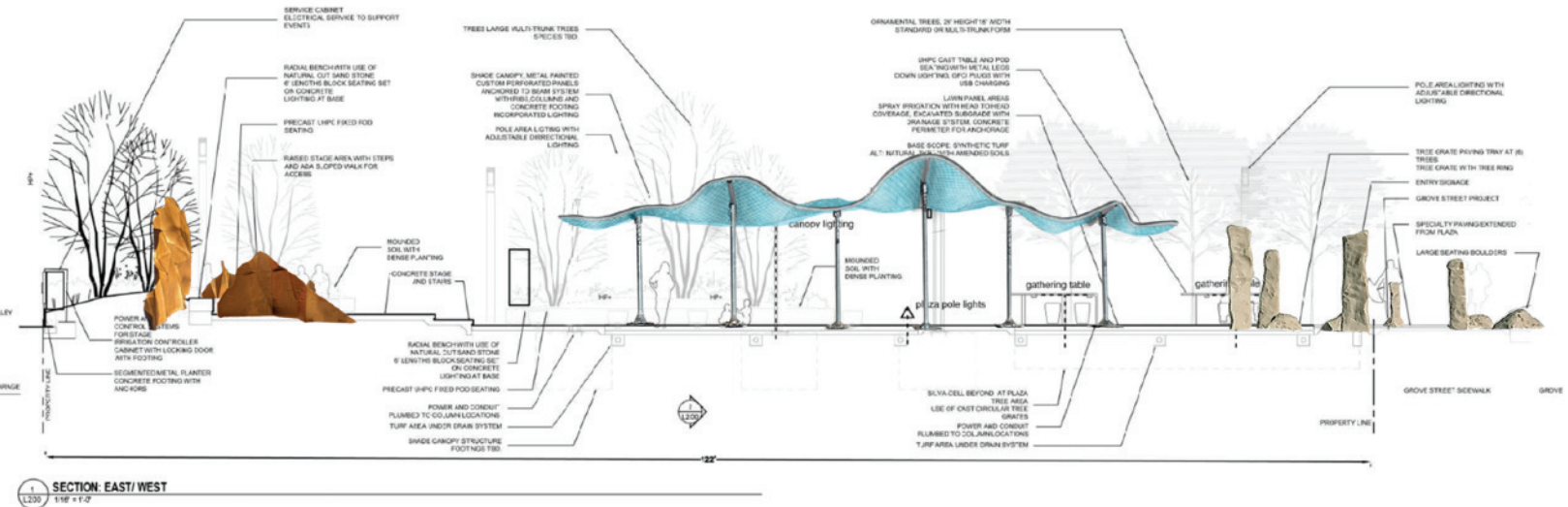


Artwork Locations





Lateral View



Materials



Mountains - Laser cut brass
C260 3/16" Sheet



Storylines - stamped concrete
PMC 780 Urethane Rubber 1/8"

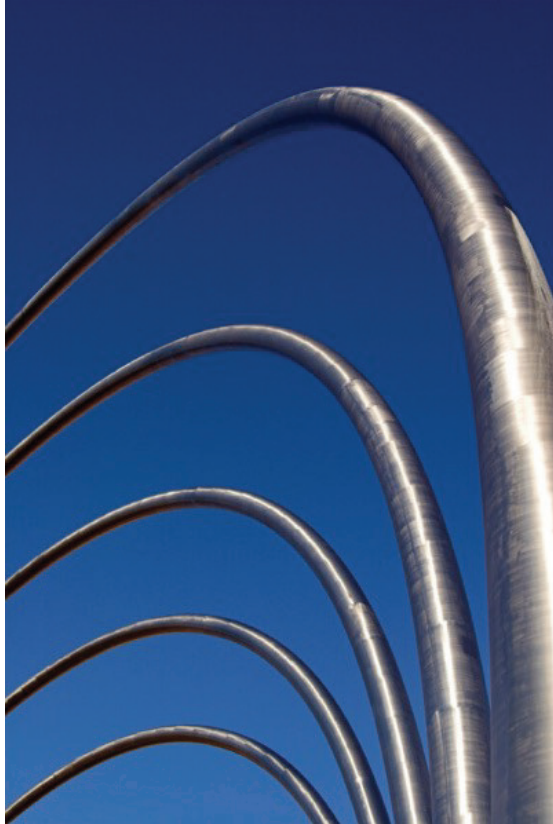


Ancestral Altars - local sandstone
Tablerock sandstone



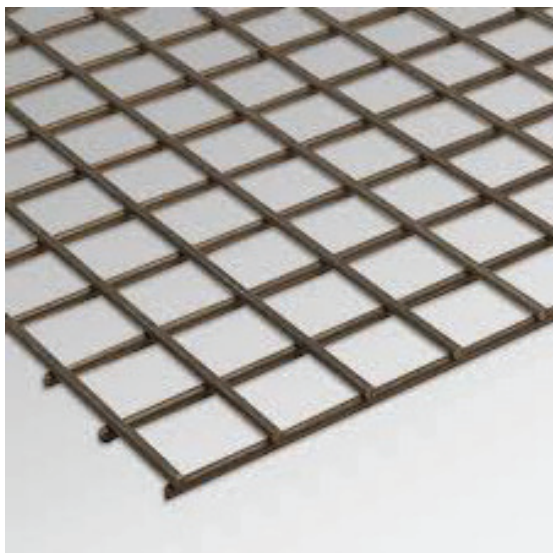
Brass inlays in sandstone and concrete
C260 3/16" Sheet

Sky River Materials



Powder coated rolled steel pipe

Stainless steel welded wire grid
SS 304 1/8" 4"x4 opening



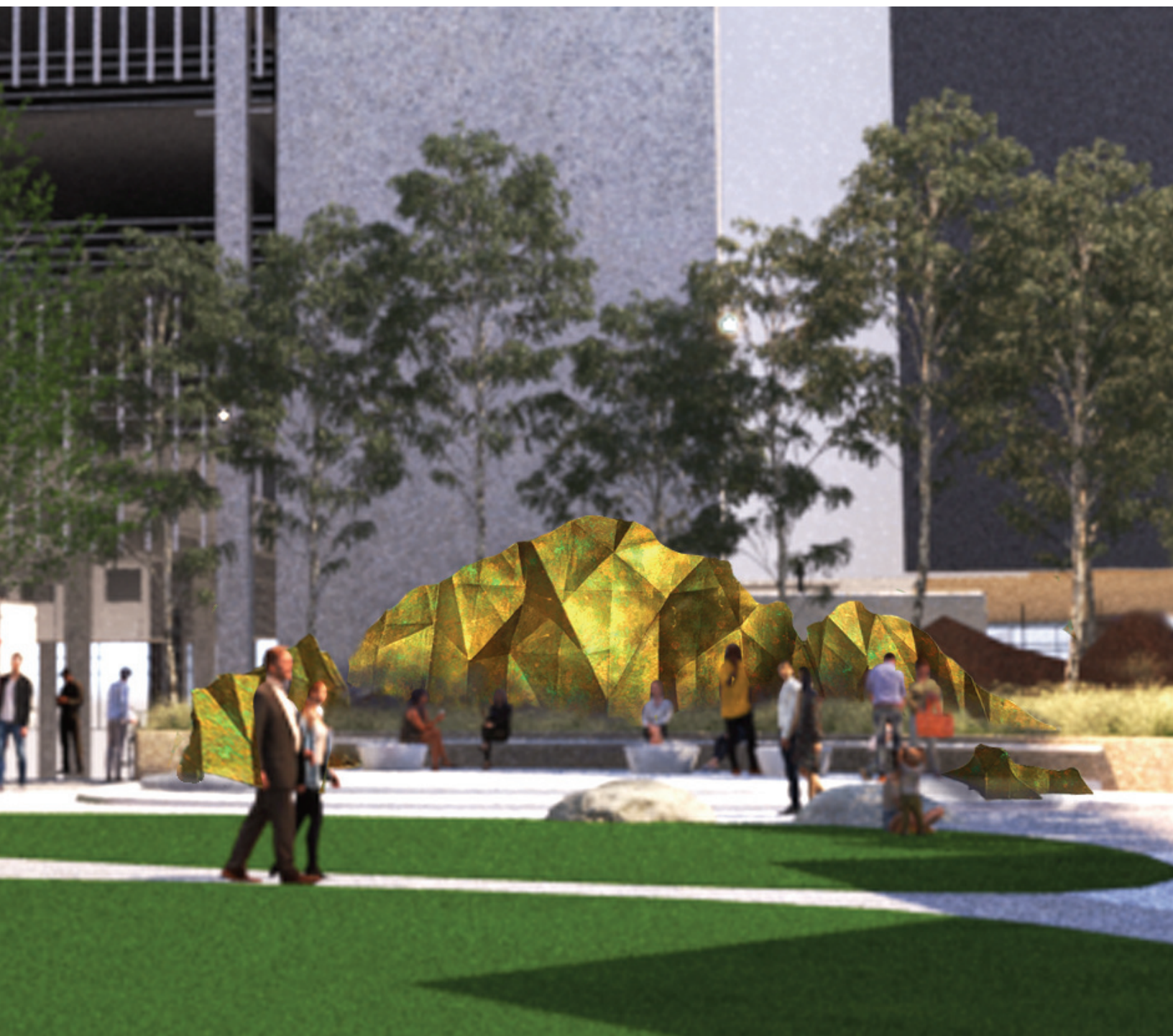
Aluminum
Flappers
5052 AL
1/16"x4"x12"
Alcohol ink
color appli-
cation with
powder coat
clear coat
sealant



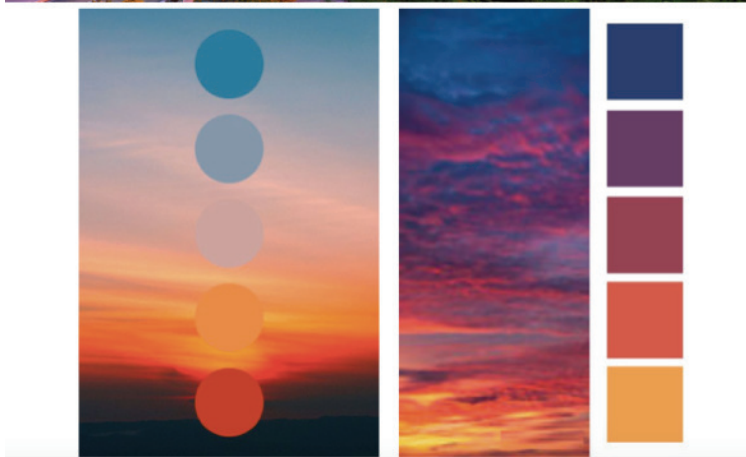
Context Views





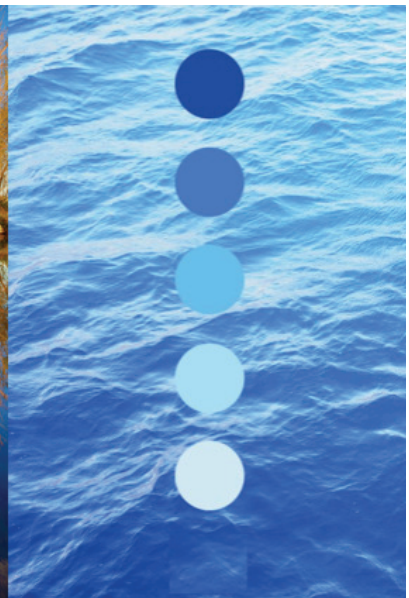


Lighting Design

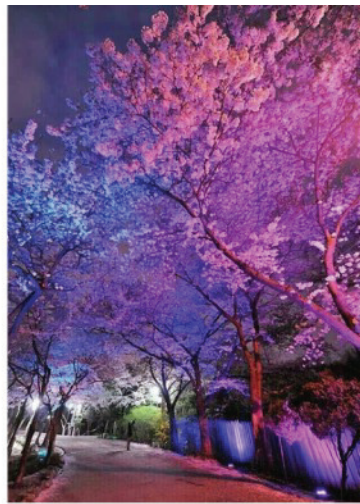
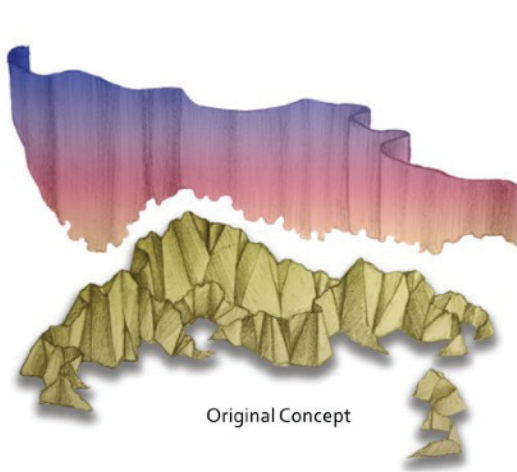


Dreamscape is inspired by Boise's sunset, as well as a request for colorful art from community members.

Color palette for the SkyRiver is inspired by the Boise River. The lighting is designed to highlight the custom painting, reflective aluminum, as well as the kinetic nature of the canopy.



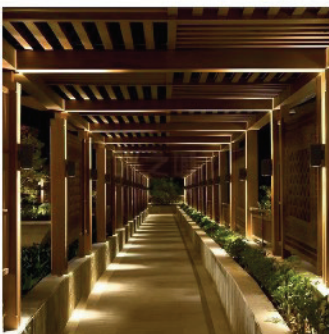
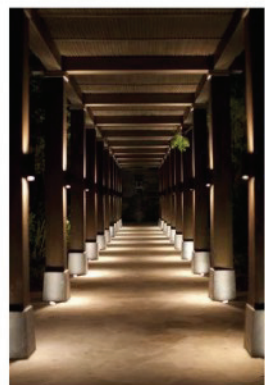
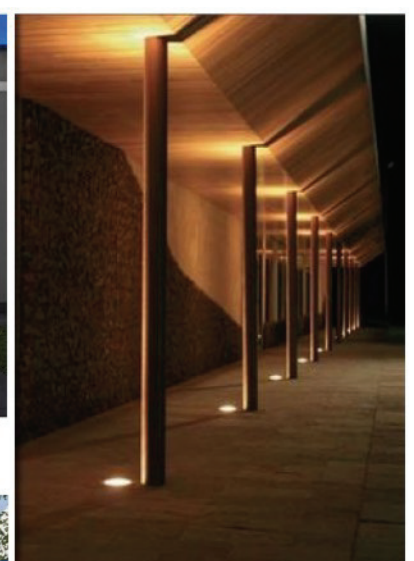
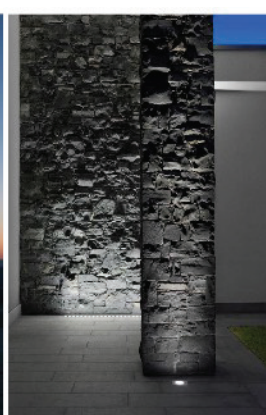
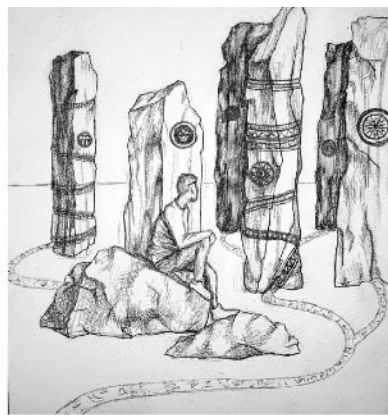
Lighting Design Inspiration Images



Sunset colored LED's uplighting onto trees behind mountains

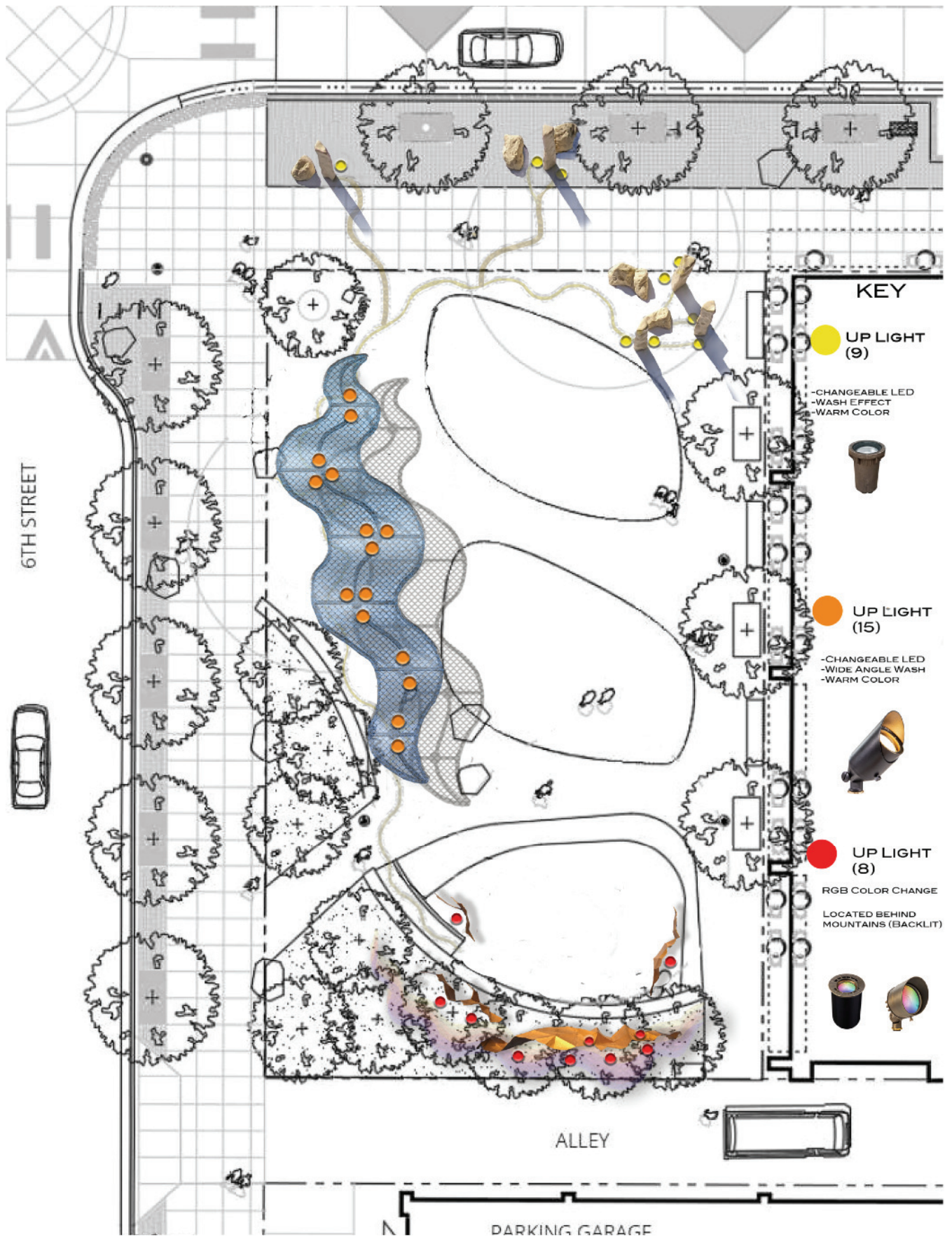


Mountains lit from behind and in front. Uplighting produces a light wash in front to bring out the brass. More intense lighting from behind to create lantern effect with the cutout patterns



Lighting Map

*Final lighting choices TBD with lighting engineer





ARTIST CALL FOR QUALIFICATIONS

APPLICATION DEADLINE: October 31, 2023, at 1:00 pm MDT/MST

ARTIST BUDGET: \$300,000

TOTAL PROJECT BUDGET: \$400,000

RFQ2024-002 521 W Grove Street Immigration History Public Art Project

To apply visit the City of Boise's Bids Homepage:

<https://www.cityofboise.org/departments/finance-and-administration/purchasing/bids/>

Opportunity

The Boise City Department of Art & History invites artists or artist teams to submit qualifications for the re-imagined 521 W Grove Street opportunity. The selected artist(s) will lead the design and integration of artwork for a new public site located at 521 W Grove Street. One artist or artist team will be selected and awarded \$300,000 to collaborate with the project design team, respond to and reflect history content as provided by the Arts & History department, develop and formalize artwork design, respond to feedback, fabricate the work, and transport the work to the site. Construction of the footing/anchor system and installation of the work will be coordinated with and managed by the City of Boise and is not anticipated to exceed \$50,000.



The City intends to award the contract to one artist or artist team; however, the City reserves the right to award to more than one Applicant, or no Applicants if none of the applicants are deemed acceptable.

The location for this project is 521 W Grove St., Boise, Idaho, in the Old Boise Blocks area (pictured left).

Anticipated Project Timeline

Call to Artist Released	October 15, 2023
Questions/Clarifications	October 25, 2023, 5:00 pm MST
Application Deadline (<i>late applications will NOT be accepted</i>)	October 31, 2023, 1:00 pm MST
Final Artist Selection and Contract Signed	November, 2023
Design Proposal Submitted for Approval	January, 2024
Final Design Submitted for Final Approval	March, 2024
Fabrication of Artwork	April – July, 2024
Installation of Artwork	Autumn, 2024

This timeline is intended to provide applicants a loose framework for project phase expectations. The timeline is subject to change based on the approval process and needs of the overall project.

Project Background

This project should be informed by historical context of the area and reflect an authentic and unique sense of place. This neighborhood was once a multi-cultural hub for new immigrants to Boise. From Boise's founding in the mid-nineteenth century, people from countries all over the world including China, Germany, Sweden, Japan, Russia, and the Basque country, co-existed within a few city blocks. This trend continued until the mid-twentieth century, when industrial development began transforming these residential neighborhoods into the mixed-use area we know today. The selected artist(s) will be tasked with designing meaningful artwork that embodies the stories and experiences of resident groups that are no longer visible in this neighborhood.

The selected artist(s) must be prepared to reference and reflect historical content. Applicants should consider the following statements:

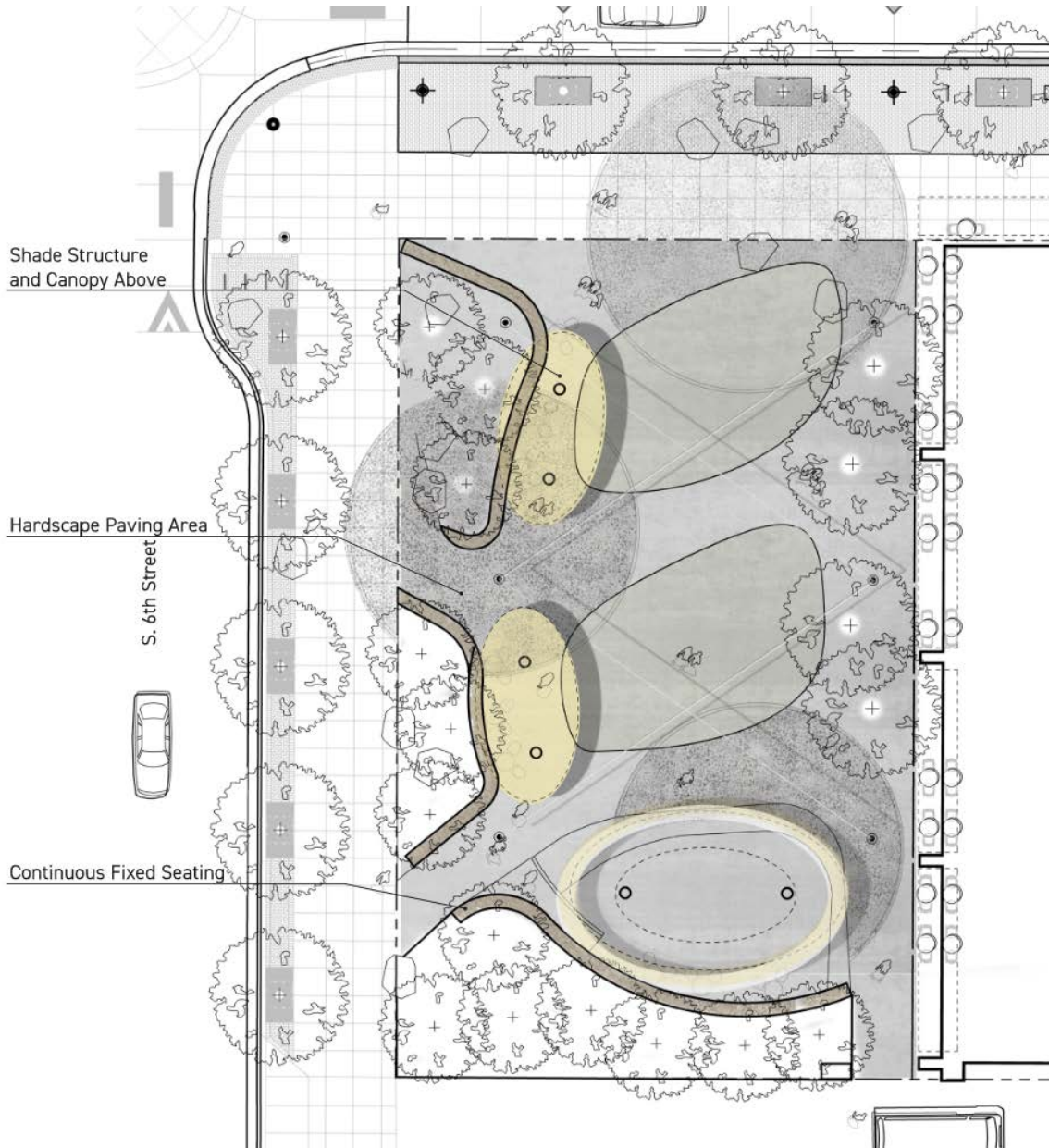
1. The new public space intends to recognize and celebrate the history, contributions, and cultures of the diverse populations from the Old Boise neighborhood.
2. There were many immigrant people in this area whose stories are not currently visible, but whose impact on Boise was indelible.
3. Immigration in Boise mirrored larger immigration trends throughout the United States but were also impacted by specific local urban development patterns.

The selected artist(s) will work with the public space design team to integrate their artwork design into the public space. The selected artist(s) will be able to respond to the following site element opportunities within the established park design (detailed below):

- Shade Structure and Canopy Above
- Hardscape Paving Area
- Continuous Fixed Seating

The selected artist(s) should also consider integrating lighting into their artwork design.





Budget

The selected artist(s) will be provided a \$300,000 contract to collaborate with the public site design team, formalize the design of the public artwork to be integrated into the public site, to arrange the fabrication of the artwork, and to provide oversight for the installation of the public artwork. The selected artist(s) will be responsible for any and all costs necessary to complete their scope of services including but not limited to any materials, fees, related travel, and permits. Project

administration, site prep, and installation, will be coordinated, managed, and paid for separately by the City of Boise for a combined project total of \$400,000.

Eligibility

This opportunity is open to established artists residing in the United States. Idaho artists are strongly encouraged to apply. Artists must be at least 18 years of age. Boise City Department of Arts & History does not discriminate in its programs and activities on the basis of race, religion, national origin, sex, age, sexual orientation, gender identity and/or disability.



Application Requirements and Process

Application deadline is October 31, 2023, at 1:00 pm MDT/MST.

Questions & Clarifications must be submitted to Purchasing Staff by October 25, 2023, at 5:00 pm MST.

All responses will be posted to the Q&A Board in JAGGAER.

APPLICATION INFORMATION

All applications must be submitted through JAGGAER, a digital procurement platform.

Solicitation Number: RFQ2024-002

Project Name: 521 W Grove Street Immigration History Public Art Project

Applying via JAGGAER:

Electronic applications can be viewed on the City of Boise's Purchasing website (<https://www.cityofboise.org/departments/finance-and-administration/purchasing/bids/>). Applications must be submitted through this page. After uploading your application, Applicants are encouraged to verify the successful upload of the document.

JAGGAER Registration Instructions:

In addition to completing the application requirements, applicants must initially register in JAGGAER with a vendor account before beginning their application.

1. Access the City of Boise Vendor Portal here: <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=CityofBoise>
2. Follow the registration prompts – **only starred fields are required.**
 - a. Legal Company Name (this can be your name)
 - b. First Name, Last Name
 - c. Phone Number
 - d. Time Zone
 - e. Email
 - f. Password
3. You will be re-routed to your email to complete registration
4. Log in to your account and from the homepage, navigate to "Manage Registration Profile"
5. Under the "Business Details" tab, include these commodity codes to your profile, as well as any other relevant codes: **961-04 (Artists), 918-86 (Public Art) and 962-07 (Arts Services, Cultural)**.
6. Complete "Addresses" tab
7. Complete "Contacts" tab, with your main contact as "Sales"
8. Complete "Certify & Submit" tab

All applications must be submitted before the application deadline. In the event of a technology failure, the City reserves the right to accept all applications submitted and electronically time stamped prior to application deadline. The City will require application receipt documentation to be on file as proof of timely submission. Applicants are encouraged to confirm the successful up-load of their application document. **The City will not accept applications submitted after the scheduled application deadline.**

Applications will NOT be accepted by mail, fax, or in person.

It is the Applicant's sole responsibility to timely submit their application by the scheduled deadline date and time.

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

AMENDMENTS

In the event it becomes necessary to revise any part of this RFQ, amendments will be issued. Information given to one Applicant will be available to all other Applicants if such information is necessary for purposes of submitting an application or if failure to give such information would be prejudicial to uninformed Applicants. It is the Applicant's responsibility to check for amendments prior to submitting an application. Failure to do so may result in the application being declared non-responsive. No amendments will be issued fewer than three (3) business days before the application deadline unless the deadline is extended.

REQUIRED CONTENT, EVALUATION, AND SELECTIONS

The application format explained below is meant to allow uniform review and easy access to information by the Selection Panel. Applications not conforming to the requested format or not in compliance with the specifications will be considered non-responsive. The applications are to be clear and to the point.

Applicants are invited to include information about innovative methods and/or ideas which they can provide to achieve successful results for the artwork. Unique qualities and/or capabilities and cost efficiencies may be identified. For each of the specific areas listed below, Applicants should include a description of qualifications to serve as an Artist.

SELECTION CRITERIA AND PROCESS (100 TOTAL POINTS AVAILABLE)

Submitted applications will be screened for pass/fail criteria, applications that pass will be reviewed and scored by a selection panel consisting of project and community stakeholders. Once initial scoring is complete, the highest ranked finalists may be shortlisted, and they may be asked to participate in an interview. Interviews will be scored on separate criteria. Scoring criteria for jurying each section of the Application Content will be based on the following:

1. Signature page (pass/fail)
2. Detail and completeness of application (pass/fail)
 - a. Minimum requirements include:
 - i. Demonstrated experience at scale
 - ii. Media appropriateness for site
3. Artist fit and ability to follow through (25 points available)
4. Artistic quality as exemplified in past work (25 points available)
5. Ability to work collaboratively (25 points available)
6. Ability to reference and reflect history (25 points available)

Full scoring rubric included as a Buyer Attachment.

APPLICATION CONTENT

Applicants must include all application materials in a single packet and upload to Supplier Attachment as a PDF. Materials must be presented in the following order and clearly titled. Do not include live links. Additional information and materials will not be considered.

1. **RFQ Application Signature and Information Page***
 - Name of Business
 - Name
 - Title
 - Signature
 - Date
 - Pronouns
 - Artistic Medium(s)
 - Address (street, city, state, postal code)
 - Phone Number
 - Email Address
 - Social Media
 - Website
2. **Short responses (Please limit your response to 250 words or less. Answers that exceed 250 words may not receive full points.)**

- a. **What is your interest in this project?** Describe your interest in this project as well as your unique ability to deliver a meaningful public art piece.
 - b. **What is your experience working with design teams?** Describe a successful project that required substantial collaboration: What skills, strategies, or other experiences assisted you in working with a design team?
 - c. **What is your experience referencing and reflecting history for a public art project?** Describe a successful project that utilized historical content: What skills, strategies, or other experiences assisted you in successfully using history to inform your design?
3. **3 past work examples***

Provide up to 3 examples of past work of comparable scale. You may include up to 3 views of each example. Upload images as part of your Application Packet. In addition to images of work, utilize the provided form to provide a detailed description. Descriptions must include: title, year completed, material, dimensions, budget, location, your role in the project, any relevant research processes, community engagement, or design team collaboration. Do not include live links, additional images will not be considered.
4. **Artist resume**
5. **Reference contact sheet***

Contact information for three (3) professional references. Applicants must provide at least three (3) current references who are familiar with the quality of the artwork created by the Applicant. References must be able to verify Applicant's ability to comply with the requirements of this application. Failure to provide references may be grounds for disqualification. Before a contract is awarded, the City will conduct reference checks as is necessary to evaluate and determine the performance record and ability of the top ranked Applicant(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting an application, you authorize the City to conduct reference interviews as needed.

*Please see Acknowledgements and Required Forms to download the required form to complete and upload with your Application Packet.

EVALUATION OF APPLICANT

In determining the best qualified Applicants, City of Boise will consider all acceptable applications on a basis consistent with this RFQ. A selection committee will rank all eligible applications directly from the evaluation process and basis of qualifications identified in this document. The selection committee may include representatives from: Boise City Arts & History Commission, Boise City Council, a local artist, Boise Parks and Recreation, and neighborhood

representatives. Once the initial scoring is complete, the highest ranked artist(s) may be shortlisted and asked to participate in an interview. Initial scoring may be adjusted based upon discussion and new scores will be compiled using separate criteria based on finalist interviews. The highest ranked Artist resulting from the final ranking will be recommended for selection.

The City may conduct reference checks by contacting references submitted by the Applicants. In addition, the City may contact references not listed by the Artist. The information obtained for the reference checks may impact the scores assigned by the selection committee.

QUALIFICATION BASED SELECTION

The City of Boise reserves the right to reject any and all applications, to waive any irregularities in the applications received and to accept the applications that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

STATEMENT ON DIVERSITY, EQUITY AND INCLUSION:

Boise City Department of Arts & History does not discriminate in its programs and activities on the basis of race, religion, national origin, sex, age, sexual orientation, gender identity and/or disability. We encourage persons with disabilities and those who require language assistance to participate in its programs and activities. If you anticipate needing an accommodation, please contact Jennifer Yribar, 208-608-7051 or email jyribar@cityofboise.org, as soon as possible, but no later than 72 hours before the application is due. To request assistance, you may also dial TTY 1-800-377-3529.

QUESTIONS & CLARIFICATIONS

Submit any questions or requests for clarifications not related to accommodations by or before October 25, 2023, at 1:00 pm MST to Purchasing Staff via the JAGGAER Q&A Board.

Application deadline is October 31, 2023, at 1:00 pm MST.

RFQ2024-002 REFERENCES CONTACT SHEET

Applicants must provide at least three (3) current references who are familiar with the quality of the artwork created by the Applicant. References must be able to verify Applicant's ability to comply with the requirements of this application. Failure to provide references may be grounds for disqualification. Before a contract is awarded, the City will conduct reference check as is necessary to evaluate and determine the performance record and ability of the top ranked Applicant(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting an application, you authorize the City to conduct reference interviews as needed.

Name of Reference 1: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____

Name of Reference 2: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____

Name of Reference 3: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____

RFQ2024-002 521 W Grove St Immigration History Public Art Project

PAST WORK EXAMPLES (Up to three examples with up to 3 views of each)
Do not include live links, additional images will not be considered.

Example #1	Title:		
Role:		Date Completed:	
Partners:			
Location:			
Type of work:		Dimensions:	
Materials Used:			
Project Budget:		Art Budget:	
Description of view #1:			
Description of view #2:			
Description of view #3:			
Additional information or comments (ex. Research processes, community engagement, design team collaboration):			

RFQ2024-002 521 W Grove St Immigration History Public Art Project

PAST WORK EXAMPLES (Up to three examples with up to 3 views of each)
Do not include live links, additional images will not be considered.

Example #2	Title:		
Role:		Date Completed:	
Partners:			
Location:			
Type of work:		Dimensions:	
Materials Used:			
Project Budget:		Art Budget:	
Description of view #1:			
Description of view #2:			
Description of view #3:			
Additional information or comments (ex. Research processes, community engagement, design team collaboration):			

RFQ2024-002 521 W Grove St Immigration History Public Art Project

PAST WORK EXAMPLES (Up to three examples with up to 3 views of each)
Do not include live links, additional images will not be considered.

Example #3	Title:		
Role:		Date Completed:	
Partners:			
Location:			
Type of work:		Dimensions:	
Materials Used:			
Project Budget:		Art Budget:	
Description of view #1:			
Description of view #2:			
Description of view #3:			
Additional information or comments (ex. Research processes, community engagement, design team collaboration):			



Scoring Rubric

RFQ2024-002 521 W Grove St Immigration History Public Art Project

Using the criteria on the left, score in the column to the right **according to the scale provided** (ex. Pass/Fail, 0-5). Use Poor, Weak, Good, Very Good, and Excellent as guides when scoring and remember to be as consistent as possible. Any scored section(s) in which an Applicant did not provide a response, will receive 0 points in that section. Finalist interviews will be scored on separate criteria.

Completion of application (Pass/Fail)						SCORE:
Signature page	FAIL				PASS	
	Application is unsigned.				Application is signed.	
Detail and completeness of application	FAIL				PASS	
	Application is incomplete and does not meet minimum requirements.				Application is complete and meets minimum requirements.	
Artistic quality as exemplified in past work (25 Points Available)						
Reference all relevant materials: • Past work	1 – Poor (5 Points)	2 – Weak (10 Points)	3 – Good (15 Points)	4 – Very Good (20 Points)	5 – Excellent (25 Points)	
	Artistic quality is not clear.	Artistic quality is not aesthetically pleasing and would not enhance the space.	Artistic quality is aesthetically pleasing and would likely enhance the space.	Artistic quality is aesthetically pleasing and would greatly enhance the space.	Artistic quality is aesthetically pleasing and would uniquely define the space.	
Artist fit and ability to follow through (25 Points Available)						
Reference all relevant materials: • Short responses • Past work • Artist resume	1 – Poor (5 Points)	2 – Weak (10 Points)	3 – Good (15 Points)	4 – Very Good (20 Points)	5 – Excellent (25 Points)	
	Artist is a poor fit with little to no evidence of ability to	Artist is a poor fit with sparse evidence of ability to	Artist is well fitting with some evidence of ability to	Artist is well fitting with evidence of ability to follow through.	Artist is an excellent fit with ample evidence of ability to	

	follow through.	follow through.	follow through.		follow through.	
Ability to work collaboratively (25 Points Available)						
Reference all relevant materials: <ul style="list-style-type: none"> • Short responses • Past work • Artist resume 	1 – Poor (5 Points)	2 – Weak (10 Points)	3 – Good (15 Points)	4 – Very Good (20 Points)	5 – Excellent (25 Points)	
	Little to no collaborative experience.	Sparse examples of collaborative experience do not relate to successful final product.	Some examples of collaborative experience loosely relate to successful final product.	Examples of collaborative experience clearly relate to successful final product.	Ample examples of innovative collaborative experience clearly relate to successful final product.	
Ability to reference and reflect history (25 Points Available)						
Reference all relevant materials: <ul style="list-style-type: none"> • Short responses • Past work • Artist resume 	1 – Poor (5 Points)	2 – Weak (10 Points)	3 – Good (15 Points)	4 – Very Good (20 Points)	5 – Excellent (25 Points)	
	Little to no history experience.	Sparse examples of history do not relate to successful final product.	Some examples of history loosely relate to successful final product.	Examples of history clearly relate to successful final product.	Ample examples of innovative and meaningful history clearly relate to successful final product.	

Total:



GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Artist Agreement.

1.1 Intent of Application

It is the intent of this application to describe the services being sought in sufficient detail to secure qualified Applicants, based on past work. Applications will be evaluated using a weighted scoring method. Applications not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 Applicant's Costs

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

1.3 Indemnification and Insurance

The awarded proposer will provide the insurance coverage designated hereinafter and in future Contract Provisions and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the City as a named insured (Attn: Purchasing), where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term described in future Contract Provisions. The insurance policy or certificate of insurance must be filed with Purchasing prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the awarded proposer and the City, but the awarded proposer may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with Purchasing.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the awarded proposer, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the awarded proposer under this contract.

The awarded proposer and SubVendor(s) and trade Vendor proposer's Insurance: The awarded proposer will not commence providing service under the contract until awarded proposer has obtained all the insurance required hereunder and described in future Contract Provisions, and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the awarded proposer hereunder.

Commercial General Liability Insurance coverage with minimum aggregate coverage of One Million dollars (\$1,000,000.00) on occurrence basis (rather than a claims-made bases). The City of Boise will list as an additional insured.

Automobile Insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned and hired vehicles. If Vendor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than Five Hundred Thousand Dollars (\$500,000.00) per accident for bodily injury and property damage is required.

Worker's Compensation Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, for all of the company's employees to be engaged in work on the project under the contract and, in case any such work is subcontracted, the awarded proposer will require the subVendor(s) and trade Vendor(s) similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subVendor(s) and trade Vendor(s) to be engaged in such work.

E.L. Disease – Each Employee	\$100,000
E.L. Disease – Policy Limit	\$500,000
E.L. Each Accident	\$100,000

1.4 Reserved Rights

The City of Boise reserves the right to accept or reject applications. The City may select an artist on the basis of the written application and may request oral presentations and/or interviews from the most highly rated applicants under the evaluation criteria outlined in the Scoring Criteria & Application Requirements and the Scoring Rubric. The applicant selected through this process as the best qualified will then be requested to negotiate a contract.

1.5 Public Records

The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Application will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Application to be a trade secret, or otherwise protected from disclosure, you **must**:

Indicate by marking each page of the pertinent document confidential; and,

Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Application are not a trade secret.

The following is **NOT ACCEPTABLE** or **IN ACCORDANCE** with the Public Records Act and **will not be honored**:

Marking your entire Application as exempt; or,

Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure

under the Idaho Public Records Act, 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. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel – **Prior to submission.**

1.6 Taxes

The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by an Artist are subject to Use Tax. All other taxes are the responsibility of the Artist. For more information visit: <https://tax.idaho.gov/i-1013.cfm>

1.7 Request for Clarification or Questions, Protest of Application Requirements or Process

Any Artist who wishes to request clarifications, or protest the requirements, or processes outlined in this solicitation may submit a written notification to the Department of Finance & Administration, to be received no later noon, three (3) working days prior to the Application opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Application document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may deny the protest, require that the Application document be modified, modify the application, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Applicant.

Written requests are to be submitted to the Jaggaer Q&A Board for this event.

1.8 Amendment to the RFQ

If this specification is modified by the Purchasing Office, the modifications will be sent to each Applicant in writing through a website attachment or by email. Verbal modifications are not binding on the City or the Artist. No oral changes will be considered or acknowledged. Artists are requested to acknowledge each amendment received in their Application.

1.9 Modification and Withdrawal of Application

An application may be modified or withdrawn by the Artist prior to the set date and time for the opening of applications. Applications may not be modified or withdrawn after the opening.

1.10 Application Questions

Questions and responses of any one Applicant, which the City of Boise deems may affect or cause an ambiguity in application responses, will be supplied to all prospective Applicants by addendum.

The City of Boise may, by written notice to all Applicants, cancel, postpone or amend the Request for Qualifications (RFQ) prior to the due date. If, in the opinion of the City of Boise, the revisions or amendments will require additional time for a response, the due date will be extended to all Applicants. If revisions and amendments are not furnished to Applicants prior to the due date, applications shall be considered withdrawn and the process shall be re-initiated without further discussion.

1.11 Award Criteria

Criteria necessary to evaluate the applications in relation to the service being sought are included in the RFQ documents and will be established and weighted. At a minimum,

criteria will include general qualifications, specific project experience, compliance to the specifications and requirements for the service.

1.12 Idaho's Reciprocal Preference Law

Reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid/proposal, regardless of the dollar amount, is subject to Idaho's Reciprocal Preference Law, Idaho Code §67-2349.

Reciprocal Preference Information:

<https://www.naspo.org/research-innovation/state/ID>

1.13 Significant Local Economic Presence

Boise City Council may exercise a preference for an Applicant with a significant local and Idaho economic presence even if such Applicant is not the selection committee's highest ranked Applicant. To qualify as an Applicant with a significant local economic presence, an Artist must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the bid/proposal opening.

- **Metropolitan Impact Area:** Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem, Owyhee and Payette in the state of Idaho.

1.14 Disadvantaged Business Enterprises (D.B.E.)

D.B.E. firms and business enterprises are encouraged to submit an application. Women owned and minority owned firms are encouraged to submit an application. The City actively encourages any applications by D.B.E. firms for goods and services for the City.

1.15 Highest Ranked Proposer

The selection committee shall recommend to Boise City Council that the contract or award of applicant be awarded to the highest ranked Applicant, with all evaluation criteria considered, provided that, the Boise City Council may award contracts to the Applicant it determines appropriate.

1.16 Evaluation of Proposer

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 Boise employees and may include citizens of the City.

Award will be whichever is determined to be in the best interest of the City.

1.17 Rejection of Applications

The City of Boise may, at its sole option, reject any and all applications, for any reason, and reserves the right to re-solicit applications in the event no response to the call is acceptable to the City of Boise. City of Boise is in no way obligated to any Applicant for the work as set forth in the call.

1.17.1 The City of Boise reserves the right to accept or reject

applications on each item separately or the RFQ as a whole, without further discussion.

1.17.2 Applications, which are incomplete, will be considered non-responsive to this opportunity and may be rejected without further consideration.

1.17.3 If, in the opinion of the City of Boise, the opportunity does not result in reasonable qualifications and experience required by the City of Boise, then all applications shall be rejected. All participating Applicants shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

The City of Boise reserves the right to reject any and all applications, to waive any irregularities in the applications received, to award on an "each item" basis (however, the Applicant may indicate "all or none"), and to accept the application deemed most advantageous to the best interest of the City of Boise.

1.18 Protest of Artist Selection or Contract Award

The right to protest an award is governed by Boise City Code (Title 1, Chapter 12, Article 3), which provides:

- Only a proposer or proposer who **participated** in the solicitation process through submission of a Proposal may protest an intended award;
- The award to be protested must be for a **formal level contract**, which consists of either a goods, personal services purchase, purchase of \$100,000 or more or a construction project of \$200,000 or more. Any attempted protest to a semi-formal or informal level contract will not be considered;
- The award to be protested must be to a proposer **other than the lowest responsive proposer** in the case of a formal solicitation **or other than the highest-ranking proposer** in the case of a Request for Proposal or Request for Proposals;
- In the event that the winning proposer is less than the formal level threshold, then the project is considered "semi-formal", and an award protest will not be considered.
- A protest must be in **writing**;
- A protest must **specify the reason(s)** the proposed award is in error; and
- A protest must be submitted within **seven (7) calendar days** after the City's transmittal or posting of a Notice of Intent to Award (ITA) letter.

Written protests are to be directed to: purchasing@cityofboise.org. Any protest addressed to the Mayor or City Council may be re-directed to the City's Purchasing Agent. Purchasing will address the protest with input from the Project Manager if necessary.

The protest of an award may **not** be based upon the specifications. Any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered. Rather, the right to protest specifications is provided for as described in

Section 1.7 (Request for Clarification, Protest of Proposal Requirements, Standards, Specifications, or Process) herein.

In the event the Purchasing Agent denies a protest, the protesting proposer or proposer may elevate the matter to Boise City Council through submission of an appeal to the Boise City Clerk's Office within **three (3) business days** of transmission or posting of the denial by the Purchasing Agent. The Boise City Clerk will then schedule the matter before Boise City Council.

If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the Federal Grant Provider.

Payments are processed weekly. The awarded Proposer can expect issue and mail of payment within 45 days after receipt of invoice.

1.19 Stop Work Order

Any "Stop Work Order" given to Awarded Proposer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Proposer and/or his/her assigns.

1.20 Delivery

All costs must include any applicable delivery charges

1.21 Payments and Billings

The awarded applicant will submit all invoices to:

City of Boise Department of Arts & History
P.O. Box 500
Boise, Idaho 83701

Payments through City Hall are processed weekly. The awarded applicant can expect the city to issue and mail payment within 45 days after receipt of invoice.

2.1 Assignment or Subcontracting

The successful Applicant may not assign or transfer this agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Boise. If the City of Boise consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

2.2 Contract

The selected applicant(s) will be expected to execute a contract with the City of Boise. Specific exception must be proposed prior to application opening.

2.3 Ownership and Access to Records

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the City of Boise and the Applicant, records will normally become the property of the City of Boise and subject to state

law and City of Boise policies governing privacy and access to files.

2.4 Examination of Records

The City of Boise shall have access to and the right to examine any pertinent books, documents, papers, and records of the Applicant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Applicant shall retain project records for a period of five years from the date of final payment.

2.5 Conflict of Interest

2.5.1. The Consultant shall not hire any officer or employee of the City of Boise to perform any service covered by this Agreement.

2.5.2. The Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Boise.

2.5.3. The Consultant shall not be in a reporting relationship to a City of Boise employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

2.6 Copyright

The City shall own the right, title and ownership of the copyright to any copyrightable material delivered under this Agreement. The City shall grant to the Applicant a royalty-free, irrevocable, perpetual, non-exclusive license to make two-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, reproductions used for self-promotion including social media, brochures, media publicity, and exhibition catalogues or other similar publications. The Applicant warrants that all creators of copyrightable material delivered under this Agreement to the City of Boise are, at the time of the material's creation, bona fide employees or subcontractors of the Applicant, and that such creation is within the course and scope of the creator's employment.

2.7 Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

2.8 No Third-Party Rights

Nothing in this Agreement is intended to make any person or entity that is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

2.9 Standard for Performance

The parties acknowledge that the City of Boise, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the

types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

2.10 Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.11 Applicable Law

The laws of the State of Idaho shall govern this agreement.

2.12 Anti-Boycott

If this Agreement has a total potential value of \$100,000 or more and if applicant is a company with ten (10) or more employees, then pursuant to Idaho Code 67-2346, Applicant affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms 'company' and 'boycott Israel' shall have the meanings described in Idaho Code 67-2346.

2.13 Government of China Certification

The Applicant hereby certifies that they are not currently owned or operated by the government of China and will not, for the duration of this Agreement, be owned or operated by the government of China.

2.14 Personally Identifiable Information

Applicant shall not collect or use Personally Identifiable Information (PII) for any purpose beyond that which is necessary to carry out its obligations under this Agreement. If Applicant believes the collection or use of PII is necessary, then Applicant shall notify Owner of the type of PII to be collected, the purpose of such collection, and of the processes and procedures Applicant will employ to safeguard the confidentiality of such information.

For any PII collected and maintained by Applicant in connection with this Agreement, Applicant shall comply with all applicable privacy laws and:

1. Not provide or permit disclosure of PII to any third party except as may be required by court order or other legal requirement;
2. Restrict internal access to PII to those members of Applicant's staff that have an actual need to access such information in order to perform Applicant's obligations under this Agreement;
3. Maintain physical and technical security in accordance with commercially reasonable standards to protect PII unauthorized access, use, modification, disclosure, or other misuse;
4. Adopt, maintain, and properly administer PII policies, regulations and procedures that will facilitate compliance with the requirements of this Section. Further, such policies, regulations and procedures must include requirements that (a) staff who

will have access to PII must, prior to provision of access, be subject to reference or background checks, be provided training about PII requirements, and review and acknowledge PII policies, regulations and procedures; and (b) upon separation of staff members from employment, their passwords will be promptly terminated and their facility keys and identification cards will be promptly collected or otherwise rendered useless; and

5. Destroy or render inaccessible all PII collected or maintained in connection with this Agreement within ninety (90) days of the expiration or early termination of this Agreement.

PII is any representation of information in any format that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. PII is also any information permitting the physical or online contacting of a specific individual. PII includes a person's first name or first initial and last name in combination with one or more of the following data elements that relate to the person when either the name or the data elements are not encrypted: (1) social security number; (2) driver's license number or government issued identification card number; or (3) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to a person's financial account. Personally Identifiable Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records or widely distributed media.

If Applicant's systems are breached and the confidentiality of PII is compromised then, upon becoming aware of the breach, Applicant must immediately act to prevent further unauthorized access and, as soon as practicable, notify Owner of the breach. In addition, Applicant shall conduct in good faith a reasonable and prompt investigation into the scope of the breach and the likelihood of misuse of PII. Applicant must provide notification of the breach to affected individuals as required by law and/or as requested by Owner.

In the event Applicant utilizes a Subconsultant to aid in the performance of Applicant's obligations under this Agreement and the Subconsultant may have access to PII as a result, Applicant shall require that the Subconsultant agree to be bound by the requirements in this Section prior to use. In addition, Applicant acknowledges and agrees to be responsible for ensuring that the Subconsultant complies with the requirements of this Section and for any compliance failure of Subconsultant that may occur.

This Section shall survive expiration or early termination of this Agreement. Failure to comply with any obligation or requirement of this Section shall constitute a material breach of the Agreement.

**SAMPLE AGREEMENT FOR RFQ2024-002 521 W GROVE STREET
IMMIGRATION HISTORY PUBLIC ART PROJECT
BETWEEN THE CITY OF BOISE CITY AND ARTIST**

THIS AGREEMENT is made and entered into effective upon its mutual acceptance (“Effective Date”) by and between the city of Boise City, an Idaho municipal corporation (“the City”), by and through its Department of Arts & History (“Arts and History”), and ARTIST (“Artist”), collectively referred to as “the Parties” and individually as “Party,” for the purpose of defining the rights and responsibilities of the Parties regarding the design of a public art piece (the “Work”) for the 521 W Grove Street Public Site (the “Site”) as depicted by Exhibit A.

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Work; and

WHEREAS, Arts and History desires to enter into a contract with the Artist to engage with community members, collaborate with the public space design team, design, fabricate, and deliver the Work subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Scope of Services: (Design, Fabrication, and Delivery).** The scope of services for this Agreement and description of the work to be performed by the Artist is for the Artist to develop the design of a public artwork at the Site. The Artist is responsible for referencing and reflecting historical content in the development of the design concept, and to collaborate with the public space design team to ensure the Work’s integration into the streetscape. The Artist is responsible for formalizing design in a manner that can be digitized, scaled and reviewed, fabrication, delivery, and supervision of installation of the Work. The Artist shall provide one design proposal for approval by Arts & History. The Artist shall finalize the design based on feedback

and check-ins, complete the design of the Work, ensure fabrication and delivery of the Work to the installation site, ensure installation of the Work, and perform any and all other duties and obligations as set forth in this Agreement. The Work shall, at all times, be subject to the City's general review and approval.

2. Artist's Responsibilities.

- a. The Artist shall reference and reflect historical content in the development of the design concept of the Work.
- b. The Artist shall attend regular meetings and collaborate with the public space design team to ensure the integration of the Work into the streetscape.
- c. The Artist shall complete the design of the Work in advance of the scheduled installation date as stated in this Agreement.
- d. The Artist shall be responsible for the fabrication of the Work.
- e. The Artist shall organize and arrange for the Work to be transported to the site in advance of the scheduled installation date as stated in this Agreement. The Artist shall take all reasonable care to ensure that the Work is not damaged during shipping.
- f. The Artist shall provide input and oversight of the installation process and must either be present for installation or provide a qualified representative to supervise installation. All site design and construction directly impacting the Work will be reviewed and approved by the Artist.
- g. The Artist shall perform all services and furnish all supplies, material and/or equipment as required for the design, delivery of the design files and coordination and oversight of the installation contractor. Installation of the

Work at the Site shall occur in accordance with the schedule required by this Agreement. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

- h. The Artist shall attend design, construction, and check-in meetings in person or virtually with the City, general contractor, architect, or other parties, as appropriate, to communicate about the Work to ensure appropriate integration and/or installation of the Work.
- i. The Artist shall consult and gain written approval from an art conservation professional (the City's preferred conservator or a professional approved by the City) on proposed design and materials prior to approval of final design.
- j. Until the Work is complete and has been accepted by the City, the Artist shall not post or share information or photos about the Work online in any form, including but not limited to email, websites, message boards, blogs, or social networking websites without prior permission from the City.
- k. The Artist agrees to participate, at no additional cost to the City, in at least one public event, such as a "Meet the Artist" event, or the public dedication of the Work as staged or planned by the Artist and Arts and History. Such events shall be timed to the extent possible to occur when the Artist is available in Boise.
- l. Artist shall provide required insurance in amounts and limits specified in Section 11.
- m. Artist shall complete a Care and Conservation report, as provided by the City, with a description of all materials and products utilized in the Work and the required care and upkeep involved.

- n. Artist agrees that the City shall have the right to review the final Work and request changes to ensure the Work meets the project's goals. The Artist agrees that any such requested changes will be made and that such changes will be made in consultation with the City. Subtle design refinements or improvements shall be left to the discretion of the Artist.
- o. The Artist shall not assign any of his or her obligations under this Agreement without the express written consent of the City. This provision shall not prevent the Artist from subcontracting for obligations that do not require his or her artistic talents.

3. The City's Responsibilities. The City agrees to timely furnish the Artist all necessary information, reports, data, statistics, drawings, and information in its possession related to matters covered by this Agreement, together with timely access to all facilities, personnel, and data necessary to perform the Work unless such disclosure is prohibited by law or City policy.

- a. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- b. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which are needed by the Artist in order to perform under this Agreement.
- c. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations,

and shall explain any limitations imposed by such laws and/or regulations to the Artist.

- d. The City shall provide and install a sign on or near the Work containing a credit to the Artist and the dedication year.
- e. The City shall not permit any use of the Artist's name or misuse of the Work which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Work, should such use or misuse be within the City's control.
- f. The City shall be responsible for leading the Artist through the required review process. The City shall be responsible for organizing and scheduling meetings with review entities, and for providing the Artist written instructions for the materials required at such meetings.

4. Term of Agreement.

- a. **Time of Performance.** This Agreement shall be effective on the date that this contract has been signed by both Parties, and continue, unless terminated earlier pursuant to this Agreement, until final acceptance by the City under Section 6(d), or submission of final payment to the Artist by the City, whichever is later. The Artist shall coordinate commencement of design upon signing this Agreement and/or by a date agreed upon between the Parties. The Artist shall complete the design proposal on or before January 31, 2024. The Artist shall complete the final design, submit, and obtain engineering plans stamped by a State of Idaho licensed engineer and installation plan on or before March 25, 2024. The Artist shall complete the Scope of Services on or before July 31,

2025, or on such other later date as may be agreed upon between the Parties in writing. The Artist shall comply with these deadlines and all other requirements and obligations as described in the “Timeline, Approvals, and Payment Plan” attached as Exhibit B.

- b. **Force Majeure.** Neither Boise City nor Artist shall be considered in default in the performance of their obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure shall include, without limitation, pandemic, epidemic, acts of God, strikes, lockouts, fires, riots, civil commotion or civil unrest, incendiarism, interference by civil or military authorities, compliance with the regulations or orders of any governmental authorities which were not in effect at the time of executing this Agreement.

The Parties’ obligations shall be suspended only for the duration of such conditions.

5. Artist Fee, Payment Schedule, and Invoices.

- a. **Artist Fee.**

- i. The Artist’s fee for the work and services to be performed under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00). This amount shall constitute the full payment for all services the Artist shall perform, including necessary materials and fees, related travel, permits, and necessary costs as set forth in the Scope of Services and this Agreement.

1. An initial payment of **\$30,000** (Thirty-Thousand Dollars) shall be disbursed to the Artist no later than forty-five (45) days from the Effective Date of this Agreement.
2. A second payment of **\$40,000** (Forty-Thousand Dollars) shall be disbursed to the Artist no later than forty-five (45) days from design proposal approval by the City.
3. A third payment of **\$100,000** (One-Hundred-Thousand Dollars) shall be disbursed to the Artist no later than forty-five (45) days from final design approval and letter to proceed by the City.
4. A fourth payment of **\$50,000** (Fifty-Thousand Dollars) shall be disbursed to the Artist no later than forty-five (45) days from 50% fabrication check-in.
5. A fifth payment of **\$60,000** (Sixty-Thousand Dollars) shall be disbursed to the Artist no later than forty-five (45) days from 100% completion of fabrication and approval by the City.
6. A sixth payment of **\$10,000** (Ten-Thousand Dollars) shall be disbursed to the Artist no later than forty-five (45) days from completion of installation and approval by the City.
7. The remaining balance of **\$10,000** (Ten-Thousand Dollars) shall be disbursed to the Artist no later than forty-five (45) days from final approval by the City confirming that the Artist has met all terms and conditions of this Agreement subject to Warranty and Indemnification.

b. **Invoices.** The Artist shall be responsible for the preparation and submission of invoices throughout the duration of the project, and at the conclusion and acceptance of their work.

- i. Arts and History shall be responsible for receipt and approval of invoices, and for disbursement of funds to the Artist.

6. Approvals. The Artist shall allow the City to review the Artist's progress as follows:

- a. The Artist and City shall conduct all review and approvals required for the Work as outlined in Exhibit B.
- b. The City may request periodic reviews or updates regarding the Work's design and fabrication progress. In addition to the reviews and approvals required as outlined in Exhibit B, the City may choose to review in-person or request a written statement and/or photographs documenting the status of the Work.
- c. The City may request to review and approve the Work prior to the commencement of fabrication or installation, as appropriate.
- d. The Artist shall notify the City in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the design.
- e. The Artist and the City shall have representatives on site to approve the installation of the Work.
- f. The City shall promptly notify the Artist of its final acceptance of the Work within 14 days after the Artist submitted written notice pursuant to paragraph (d) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Work. The final acceptance shall be understood to mean that the City acknowledges completion of the Work in substantial conformity with the Design, and that the City

confirms that all services as required of both Parties by this Agreement have been completed subject to Warranty and Indemnification.

- g. **Non-Conformity.** If, during the approval reviews, the City concludes that the Work does not conform to the approved design, within two weeks of the reviews, or as otherwise mutually agreed upon by the Parties in writing, the City shall provide the Artist with notice in writing specifying the non-conformity and request that the Artist address and cure the specific non-conformity. The Artist shall have thirty (30) days within which to address, cure, and correct any non-conformity. If, after resubmission, the Work still does not conform, this Agreement shall be subject to immediate termination for cause, and the Artist shall not be entitled to any further payment.

7. Project Close-Out.

- a. The Artist shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, and ordinances.
- b. The Artist shall complete and submit the Care and Conservation Report and the title and a written statement about the work. The Artist shall consult with and gain written approval from a conservation professional (the City's preferred art conservator or a professional approved by the City) prior to final approval and include conservation documents with the submission of the Care and Conservation Report.
- c. The Artist shall submit appropriate project files in digital form of the approved Work to Arts & History to assist with future maintenance, repair, and public education.

8. Warranties of Quality and Condition.

- a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective

or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Work) throughout a **warranty period of two (2) years** after the final acceptance of the Work. “Inherent vice” refers to a quality within the material or materials which comprise the Work which, either alone or in combination with other materials used in the Work or reacting to the environment, results in the tendency of the Work to deteriorate or destroy itself. Failure of site design or construction separate from the Work and not within the install supervision and approval of the Artist or qualified representative will not apply.

- b. The Artist represents and warrants that reasonable maintenance of the Work will not require procedures substantially in excess of what is reasonably contemplated by the Parties at the time of contracting.
- c. The Artist is responsible for all parts and workmanship of the Work throughout the duration of the Warranty. During this period, the Artist shall replace any defective parts or rework any defective craftsmanship in a timely fashion, satisfactorily and consistent with professional standards, at no cost to the City.
- d. If the City observes a breach of warranty described in this Section 8 that is not curable by the Artist, the Artist shall be responsible for reimbursing the City for damages, expenses, and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Section 8.

- e. Upon written notification of a defect in materials or workmanship, the Artist shall have sixty (60) days to commence repairs and shall conclude the repairs within a reasonable time thereafter.

9. Repairs, Maintenance, or Alterations.

- a. The City may provide basic maintenance, restoration, or repairs as it deems necessary. The City shall be responsible for and pay for repairs following expiration of the two-year warranty.
- b. The Artist shall not be responsible for any damage beyond the control of the Artist to the Work, its surfaces, or environment caused by personnel of the City or its employees, visitors, or third parties (excluding subcontractors engaged by Artist).
- c. The Artist shall not be responsible for any damage to the Work caused by acts of nature, or vandalism.
- d. In the City's sole discretion, the Artist may be given an opportunity to perform or act as a consultant for the repair or restoration of the Work outside of the two-year warranty. If design work is necessary, the Artist shall receive compensation to be agreed upon by the Parties by separate written agreement. If after two years the City observes any deterioration or damage that is curable by the Artist, the City may contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator or maintenance expert.

- e. In the event that the Work is damaged or destroyed, the City may, in its sole discretion, relocate, repair, or restore the Work subject to receipt of any insurance proceeds and availability of sufficient funds.
- f. The Work shall be owned by the City and may be deaccessioned, following a careful and impartial evaluation of the artwork within the context of its designated lifespan as well as the collection as a whole. As a part of the deaccession process, Arts and History will make a reasonable effort to notify the artist and may choose to involve the artist in the disposition process. Work may only be approved for deaccession once the appropriate approvals and criteria for deaccession have been met.

10. City's Insurance. The 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 final acceptance of the Work, the City shall obtain property insurance for the Work, which may be included as part of the City's self-insurance program.

11. Artist's Insurance.

- a. Artist shall procure and maintain at their expense during the contract period the following insurance coverage:
 - i. **Commercial General Liability Insurance:** Limit will not be less than \$1,000,000.00 or the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code, whichever is higher. Coverage shall include, but not be limited to, bodily injury and property damage to third parties, contractual liability, products-completed

operations, personal injury and advertising injury liability (\$1,000,000.00 limit).

ii. **Automobile Insurance:** With minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned and hired vehicles. If Artist has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than Five Hundred Thousand Dollars (\$500,000.00) per accident for bodily injury and property damage is required.

iii. **Workers Compensation and Employers Liability:** Unless the Artist demonstrates that they are exempt from maintaining workers compensation insurance and verified by the City, the Artist shall have and maintain during the life of this contract, statutory workers' compensation, regardless of the number of employees (including him/herself) to be engaged in work on the project under this agreement in the statutory limits as required by law and employers' liability with a limit of no less than \$500,000.00 for bodily injury by accident or disease. In case any such work is sublet, the Artist shall require the subcontractor to provide worker's compensation insurance for her and any/all the subcontractor's employees engaged in such work. The Artist shall provide proof of insurance to the City prior to the start of work.

b. Artist hereby grants to the City a waiver of any right to subrogation which any insurer of the Artist may acquire against the City by virtue of the payment of any loss under such insurance. The Artist agrees to obtain any endorsement that

may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. All of Artist's policies shall be primary and the Artist agrees that any insurance maintained by the City shall be non-contributing with respect to Artist's insurance. The Artist shall advise the City of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.

- c. The City shall be named as an additional insured on all insurance policies required by this Agreement.
- d. By requiring the Artist to maintain insurance with the City named as an additional insured herein, the City does not agree that such coverage and limits will necessarily be adequate to protect Artist, or such coverage and limits are a limitation on Artist's liability under the indemnities granted to the City in this Agreement. The Artist may use commercial umbrella/excess liability insurance so that the Artist has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Agreement. If the Artist maintains higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the higher limits maintained. Any deductibles or self-insured retentions must be declared to and approved by the City.
- e. The failure of the City at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall

not constitute a waiver of those provisions nor in any respect reduce the obligations of the Artist to maintain such insurance or to defend and hold City harmless with respect to any items of injury or damage covered by this Agreement.

- f. Artist shall provide Arts and History with a valid certificate of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage, in advance of the performance of any work and as soon as possible after renewal, exhibiting coverage as required by the City's contract terms and conditions. Failure to obtain the required documents prior to the work beginning shall not waive the Artist's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Artist shall be responsible for ensuring that all subcontractors independently carry insurance appropriate to cover each subcontractors' exposures or that all such liabilities are covered under Artist's policies. The Certificate of Insurance shall be provided on the industry standard form (ACORD 25) or other form acceptable to the City. Certificates of insurance shall be issued to:

City of Boise
Department of Arts & History
Post Office Box 500
Boise, Idaho 83701

12. Indemnification. The Artist shall indemnify, defend, save, release, and hold harmless the City, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons

or property and losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of the Artist or his/her servants, officers, agents employees, guests, and business invitees in rendering services under this contract or otherwise caused or incurred by the Artist, his/her servants, officers, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of the City or its employees. The limits of insurance will not be deemed a limitation of the covenants to indemnify, save and hold harmless the City, its elected officials, officers, employees, agents, and volunteers. If the City becomes liable for an amount in excess of the Artist's insurance limits, the Artist covenants and agrees to indemnify, save, defend, release, and hold harmless the City, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, to the extent permitted by law.

The Artist represents and warrants that any and all materials or deliverables, including, but not limited to: the design, and the Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. The Artist agrees to indemnify, save, defend, release, and hold harmless the City, its elected officials, officers, employees, agents, contractors, licensees, successors or assigns from and against any injury, loss, liability, expense claim, law suits, and damages arising from the Artist's Artwork/Work, including but not limited to copyright, trademark, patent or other intellectual property infringement or violations. If deliverables, materials, or the Work provided hereunder become the subject of a claim, suit or

allegation of copyright, trademark or patent infringement, the City shall have the right, in its sole discretion, to require the Artist to produce, at the Artist's own expense, new non-infringing materials, deliverables, or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity.

13. Ownership, Copyright, and Artists' Rights.

a. Ownership. Each Work shall be a limited edition of one and the Artist agrees not to make an exact or substantially similar reproduction of the Work. The Artist warrants that, unless otherwise stipulated, the Work is original, in that the visual component of the Work owes its creation or origin to the Artist and is not the product of copying another's work in any manner. Furthermore, the Artist warrants and represents he/she has not previously published the Work which is transferred by, and the subject of, this Agreement and that the Artist is the sole owner of all rights therein. Upon final approval and acceptance of the Work, subject to delivery, installation, and final payment, the City shall own the Work. Except as set forth in Sections 15(b) and 15(c), herein, the Artist hereby expressly waives any ownership right, title or interest in the original design, documentation, and installed and displayed Work. The Artist understands that said waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, performance and display.

b. Ownership of Copyright. The City shall own the right, title and ownership of the copyright of the Work. Models or drawings shall not be identified or represented to be the finished Work. The Artist shall be identified, whenever possible, on all printed material, signage, websites or other promotional

material as the original creator of the design and the Work. The Artist shall retain the right to claim authorship of the design of the Work and may utilize such authorship in any of his/her printed material or other promotional material pursuant to the license granted to the Artist in section 15(b). The grant of rights under this section shall survive the expiration or early termination of this Agreement.

- c. **Waivers and Relinquishments of Rights.** The Artist agrees to relinquish all ownership rights, title, and interest to the Work created for the Project and hereby expressly waives the right of integrity, but not attribution, with respect to the Work as conferred by the federal Visual Rights Act of 1990, Title 17 U.S.C. Sections 101, *et seq.* If at any time following final approval, the City chooses to move or modify the Work, the City will make reasonable attempts to contact and to notify the Artist regarding the City's plans, provided that the Artist shall have no right to override or veto the City's plans. The Artist hereby waives his/her right to file a claim or demand of any type against the City based upon any future decision regarding the placement or modification of the Work, including those granted pursuant to the Copyright Act of 1976 and the Visual Rights Act of 1990. To the extent that the provisions of this Agreement differ from the Copyright Act of 1976 and Visual Rights Act of 1990, the provisions of this Agreement shall govern and the Artist expressly waives any such differences.

14. Changes to the Work.

- a. **Material Changes After Acceptance/Completion:**

- i. If any material change occurs to the Work after final acceptance by the City (whether such change is an intentional act of a third party, an accident, or an act of nature), including but not limited to a change to the exterior surface of the Work or the interrelationship or relative locations of the parts of the Work, the City reserves the right to determine, after consultation with an independent, professional art conservator, if, when and how any repair or restoration to the Work can be made, and the nature, scope and anticipated cost of any such repair or restoration. The City reserves the right to contract with a conservator or other professional, rather than the Artist, to perform any such repairs or restoration.
- ii. The City reserves the right to manage its buildings, facilities, and public sites for public purposes, and in doing so, may determine that it is necessary to relocate or remove the Work and/or modify the site in/on which it is located. The City shall not relocate or remove the Work and/or substantially modify the site in/on which it is located without attempting to notify the Artist of the proposed change; provided, however, the Artist shall have no right to object to any such relocation, removal, or modification.
- iii. If a modification of the Work occurs, the Artist may give written notice to the City requesting that her name and the Work be disassociated, and the Work shall no longer be designated as the Artist's Work.
- iv. For purposes of this Agreement, no modification of the Work resulting from the passage of time or the inherent nature of the materials used in the Work shall constitute a modification. In addition, no modification of the Work

resulting from conservation or public presentation (including but not limited to lighting and placement) shall constitute a modification that is prejudicial to the Artist's honor or reputation or for which the Artist may claim relief or any remedy from the City.

- v. The action of the City in the exercise of its governmental powers (including but not limited to the issuing of any permit for the redevelopment of land or any structure thereon other than action by the City on the specific site of the Work) shall not constitute a modification of the Work for which the Artist may claim any form of relief from the City.
- vi. By executing this Agreement, the Artist consents to the installation of the Work in or around the site specified by this Agreement. The Artist acknowledges that such installation may subject the Work to destruction, distortion, mutilation, or other modification by reason of its removal from that location.

15. Publicity and Reproduction Rights.

- a. In view of the intention that the final Work shall be unique, the Artist shall not make any additional exact, duplicate reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Works in the Artist's manner and style of artistic expression.
- b. The City grants to the Artist a royalty-free, irrevocable, perpetual, non-exclusive license to make two-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, reproductions used for self-

promotion including social media, brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.

- c. In retaining the Artist's right of attribution as set forth in Section 13(c) above, all reproductions by the City shall contain a credit to the Artist.
- d. If the Artist wishes to make reproductions of the Work for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address. Unless and until such an agreement is made and executed the Artist shall have no right to make such reproductions for commercial use.
- e. The Artist shall make best efforts in any public showing or other professional use of reproductions to acknowledge the City in the following form: "[Title of Work]: an original Work commissioned by and held within the public art collection of Boise City."
- f. Third Party Infringement. The City is not responsible for any third-party infringement of Artist's license and is not responsible for protecting the intellectual property rights of Artist.

16. Nondiscrimination.

- a. In the performance of this Agreement, the Artist and any subcontractors agree not to discriminate in their employment practices against any employee, contractor, subcontractor or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, disability or sexual orientation and/or gender identity/expression.

- b. The Artist also agrees to comply with all provisions of Idaho law relative to labor, and all other applicable federal, state, and/or local statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

17. Workers' Compensation:

The Artist, an independent contractor (choose one),

Artist Initial _____ confirms the Artist has workers' compensation insurance coverage as required by state law (Attach proof of insurance).

Artist Initial _____ confirms the Artist has no employees and is not required to provide workers' compensation per Idaho state law (Idaho Code §72-212).

The Artist understands and agrees to indemnify, save, defend, and hold harmless, City of Boise, from any loss, claims, actions, judgments for damages, costs or expenses caused by injury to Artist. In case the Artist employs a worker(s) or the Artist sublets any work, the Artist shall acquire or require subcontractor to obtain workers' compensation insurance and show proof of same prior to start or resumption of work.

18. Independent Artist. The Parties intend that this Agreement create only an independent contractor relationship and that the Artist is not an employee, agent, joint venturer or partner of Arts and History or the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Artist and the City or between the Artist and any official, agent or employee of the City. The Artist shall retain the right to perform services for others during the term of this Agreement.

19. Attorney's Fees. If either Party brings any action or proceeding to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, in

addition to any other relief awarded, the prevailing Party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction.

20. Agreement Made in Idaho. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. In the event of a dispute, venue shall be in the courts in Ada County, Idaho.

21. Cumulative Rights and Remedies. All rights and remedies here 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.

22. Agreement Made in Writing. This Agreement contains all agreements and conditions made between the Parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the Parties hereto or their respective successors in interest.

23. Termination for Cause. If either Party willfully or negligently fails to fulfill its 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 specify the grounds for termination. The defaulting Party shall have thirty (30) days after receipt of the notice to cure the default. If the defaulting Party does not cure the default, this Agreement shall terminate. In the event of termination for non-performance by the City, it shall compensate the Artist for all phases of the Scope of Services the Artist has successfully completed and any additional services and materials performed or supplied prior to termination; provided however, that such payment shall be limited to the amount of compensation set forth herein. In the event

of default by the Artist, except that caused by the death or incapacity of the Artist, all finished and unfinished drawings, photographs, and other Work products prepared and submitted or prepared for submission under this agreement shall, at the City's option, become its property. This shall not relieve the Artist of any liability for damages sustained by virtue of the Artist's breach or default of this Agreement and the City may reasonably withhold payments due until the exact amount of damages has been determined.

24. Termination for Convenience of City. The City may terminate this Agreement for any reason at any time by giving at least fifteen (15) days' notice in writing to the Artist. If the Agreement is terminated by the City as provided herein, the City shall compensate the Artist for all phases of the Scope of Services the Artist has completed up to the date of written notice of termination and any additional services and materials performed or supplied prior to termination, less payments of compensation the City has previously made, not to exceed the amount set forth in Section 5(a)(i). If payments the City has previously made exceed the amount of compensation due hereunder, the Artist shall immediately refund the unearned balance to the City. If the City terminates this Agreement due to the fault of the Artist, Section 23 shall apply.

25. Severability. If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

26. Party Representatives. For purposes of this Agreement the following persons or their designees shall act as Party representatives:

Arts and History: Stephanie Johnson or her designee

Artist: ARTIST

27. Successors and Assigns. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon each Party and their successors, assigns, legal representatives, heirs, executors and administrators.

28. Effective Date. The effective date of this Agreement shall be upon the Parties mutual acceptance of this Agreement.

29. Renewal. N/A

30. Government of China Certification. The Artist hereby certifies that they are not currently owned or operated by the government of China and will not, for the duration of this Agreement, be owned or operated by the government of China.

31. Anti-Boycott. If this Agreement has a total potential value of \$100,000 or more and if the Artist is a company with ten (10) or more employees, then pursuant to Idaho Code 67-2346, Artist affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms 'company' and 'boycott Israel' shall have the meanings described in Idaho Code 67-2346.

32. Notices. Written notices to the Parties shall be given by registered or certified mail, postage prepaid, and addressed to said parties at the addresses below, unless otherwise designated by written notice to the other Parties:

Boise City Department of Arts and History	ARTIST
P.O. Box 500	ADDRESS
Boise, Idaho 83701-0500	ADDRESS

All such notices, except as otherwise provided, may either be delivered personally deposited in the United States mail, properly addressed with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

[End of text; signatures on following page.]

IN WITNESS HEREOF, the City and the Artist have executed this Agreement effective
this _____ day of _____, 2023.

Artist's Name
Street Address/PO Box
City, State Zip Code

Email:

Signature

Date

Print Name

APPROVED AS TO FORM AND CONTENT:

Department of Arts & History Date

Purchasing Agent Date

Legal Department Date

Risk Management Date

CITY OF BOISE
APPROVED BY:

Mayor Date

ATTEST:

CONTRACT AMOUNT:
\$300,000

City Clerk Date

EXHIBIT A

Project Site: 521 W Grove Street, Boise Idaho (red square)

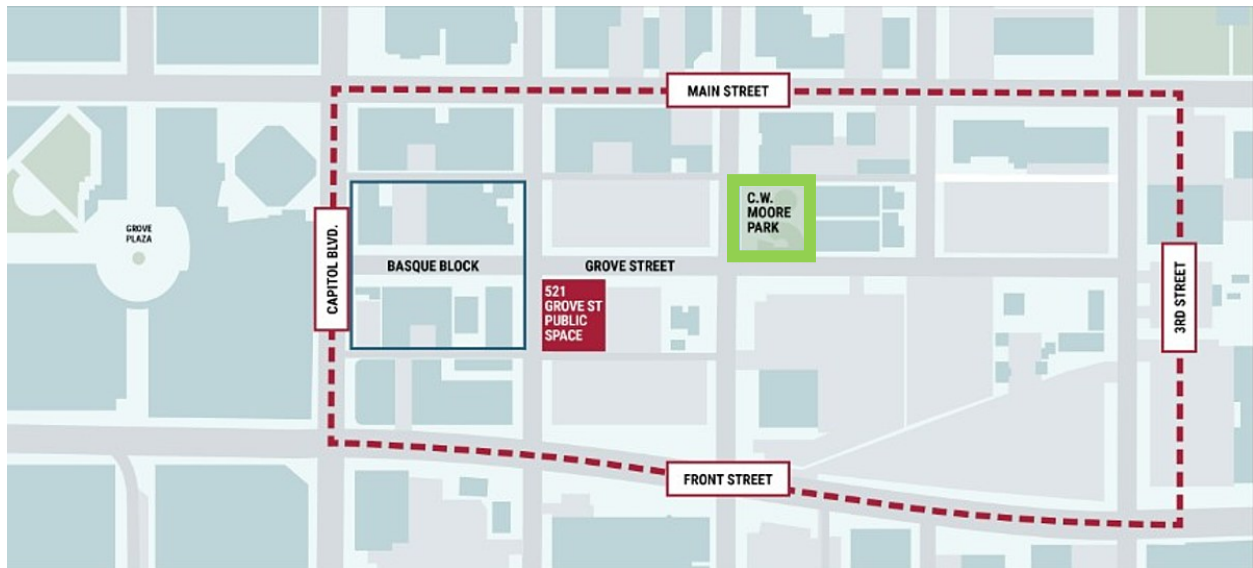


EXHIBIT B

Timeline, Approvals, and Payment Plan

SCHEDULE	Phase / Section	Description	Invoice Amount Due
		Optional contract consultation	
November 2023		Upon receipt of fully executed contract	\$30,000
PHASE 1 – Design Proposal: Attend design team meetings to understand site design from an artistic and historical perspective as well as for art integration purposes. Proposed design must include a narrative describing the design, proposed materials, budget explanation, electrical and infrastructure needs/coordination, draft fabrication and installation plans, any conservation consultation, drawings, and draft construction and engineering documents prepared by a registered professional. Once artwork is accepted, City will issue Letter to Proceed.			
December – January, 2024	Phase 1, Section 1	Attend design team meetings to orient to the larger project and provide input. Design development and refinement.	
December 19, 2023	Phase 1, Section 2	Identify selected element(s) for artwork.	
January 31, 2024	Phase 1, Section 3	Deliver proposed design and draft engineering documents.	\$40,000 upon City approval
		Approval: City, technical review, structural engineering draft, any conservator consultation	
PHASE 2 – Final Design: Designs should be 95% complete and must include a narrative describing response to feedback (technical, infrastructure,			

electrical), construction documents, complete fabrication and installation plan and timeline, conservation consultation for final materials, and refined drawings. Once artwork is accepted, City will issue Letter to Proceed.			
February – March, 2024	Phase 2, Section 1	Design modification and refinement based on feedback.	
March 25, 2024	Phase 2, Section 2	Deliver and present final design and all associated documents.	\$100,000 upon City approval
		Approval: City, historic overlay, technical review, stamped engineer drawings, conservator approval	
PHASE 3 - Fabrication			
March, 2024	Phase 3, Section 1	Finalize dates for fabrication, delivery and installation. Delivery of complete installation plans including foundation and site-prep.	
May, 2024	Phase 3, Section 2	Fabrication check-in 50%.	\$50,000 upon City approval
July, 2024	Phase 3, Section 3	Fabrication check-in 100%	\$60,000 upon City approval
PHASE 4 – Delivery, Installation, Closeout			
August, 2024	Phase 4, Section 1	Delivery of work	\$10,000 upon City approval
Autumn, 2024	Phase 4, Section 2	Install	
July, 2025	Phase 4, Section 3	Final documentation	\$10,000 upon City approval

Project Site: 521 W Grove Street, Boise Idaho (red square)

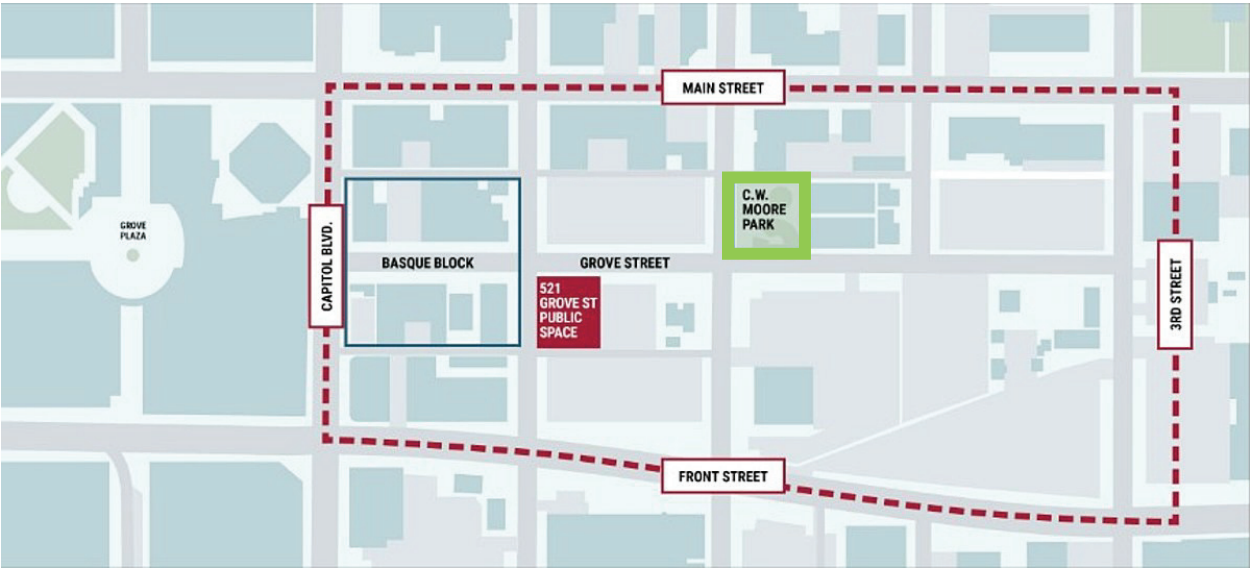


EXHIBIT B
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December – January, 2024	Phase 1, Section 1	Attend design team meetings to orient to the larger project and provide input. Design development and refinement.	
December 19, 2023	Phase 1, Section 2	Identify selected element(s) for artwork.	
February 28, 2024	Phase 1, Section 3	Deliver proposed design and draft engineering documents.	\$40,000 upon City approval
		Approval: City, technical review, structural engineering draft, any conservator consultation	
PHASE 2 – Final Design: Designs should be 95% complete and must include a narrative describing response to feedback (technical, infrastructure, electrical), construction documents, complete fabrication and installation plan and timeline, conservation consultation for final materials, and refined drawings. Once artwork is accepted, City will issue Letter to Proceed.			
March - April, 2024	Phase 2, Section 1	Design modification and refinement based on feedback.	

May 1, 2024	Phase 2, Section 2	Deliver and present final design and all associated documents.	\$100,000 upon City approval
		Approval: City, historic overlay, technical review, stamped engineer drawings, conservator approval	
PHASE 3 - Fabrication			
June, 2024	Phase 3, Section 1	Finalize dates for fabrication, delivery and installation. Delivery of complete installation plans including foundation and site-prep.	
July, 2024	Phase 3, Section 2	Fabrication check-in 50%.	\$50,000 upon City approval
September, 2024	Phase 3, Section 3	Fabrication check-in 100%	\$60,000 upon City approval
PHASE 4 – Delivery, Installation, Closeout			
October, 2024	Phase 4, Section 1	Delivery of work	\$10,000 upon City approval
November, 2024	Phase 4, Section 2	Install begins	
July, 2025	Phase 4, Section 3	Final documentation	\$10,000 upon City approval