

Agreement
2015 Celery Bog Sculpture Project

This Agreement entered into this 15th day of July, 2015 by and between Jeff Laramore, 7650 Central Ave., Indianapolis, IN 46240 (hereinafter called the "Artist") and the City of West Lafayette, Indiana (hereinafter called the "City").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Artist agree as follows:

ARTICLE 1. Engagement.

The Artist hereby agrees to provide, deliver and install a sculpture/sign with the working title "Heron" per the attached proposal and do all things necessary to complete the sculpture installation in West Lafayette, Indiana. The foundation will be provided by the West Lafayette Parks Department.

ARTICLE 2. Scope of Work.

The work involves the installation of the sculpture/sign, "Heron", in the Celery Bog Nature Area, west of the entrance on Lindberg Road, West Lafayette, IN, as specified in the Jeff Laramore proposal document, which document is incorporated herein. The Artist shall be responsible for all aspects of installing the sculpture including, but not limited to, labor and insurance.

ARTICLE 3. Product of the Work.

The Artist will have completed the terms of this agreement when the above mentioned work has been completed in accordance with the specifications, all required documentation has been submitted to the City and the work and documentation have been approved by the City.

ARTICLE 4. Payment.

The City agrees to pay the Artist Forty Thousand dollars (\$40,000). For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. Partial payments will be made based upon the percentage of work completed and approval by authorized City representatives. Payment will be made within thirty (30) days of submission of the invoice to the City. The Artist shall be responsible for payment to all sub-contractors and vendors of the Artist.

ARTICLE 5. Insurance and Bonding.

The Artist shall have adequate insurance for this work. Insurance coverage must include

workman's compensation, liability insurance, and indemnification.

ARTICLE 6. Termination of Agreement.

In the event Artist fails to furnish materials or execute work in accordance with the provisions of this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Artist, the City may send a written notice to the Artist indicating he is in default of this Agreement. Said notice shall contain the reason for the City's intent to declare Artist at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Artist, by written notice, shall be declared in default, his right to proceed under the Agreement terminated, and the Agreement shall terminate.

ARTICLE 7. Indemnification.

The Artist agrees to indemnify and hold the City of West Lafayette and the City of West Lafayette, its officers, agents, officials, and employees harmless from any and all claims, actions, causes of action, judgments, and liens arising out of any act or omission by the Artist or any of its officers, agents, employees, or sub-Artists, vendors or sub-contractors. Such indemnity shall include attorneys' fees, all costs, and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 8. Enforcement.

Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

ARTICLE 9. Severance.

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

ARTICLE 10. Contract Documents.

The contract documents include this Agreement, proof of insurance and Artist's proposal. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

ARTICLE 11. Records.

The Artist will maintain proper records for review by the City.

ARTICLE 12. Date of Completion.

The installation of the sculpture must be completed by December 31st, 2015 unless a delay is caused by the weather. Any such delays shall be agreed upon between the Artist and the Department of Development and reported to the City.

ARTICLE 13. Engaging in activities w/Iran.

By signing this Contract, Artist certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

ARTICLE 14. E-Verify.

Artist shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, Artist shall enroll in and verify the work eligibility status of all newly hired employees of Artist through the E-Verify Program (“Program”). Artist is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. Artist and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Artist or its subcontractors subsequently learns is an unauthorized alien. If Artist violates this Section 7(b), the Commission shall require Artist to remedy the violation not later than thirty (30) days after the Commission notifies Artist. If Artist fails to remedy the violation within the thirty (30) day period, the Commission shall terminate the contract for breach of contract. If the Commission terminates the contract, Artist shall, in addition to any other contractual remedies, be liable to the Commission for actual damages. There is a rebuttable presumption that Artist did not knowingly employ an unauthorized alien if Artist verified the work eligibility status of the employee through the Program.

c. If Artist employs or contracts with an unauthorized alien but the Commission determines that terminating the contract would be detrimental to the public interest or public property, the Commission may allow the contract to remain in effect until the Commission procures a new contractor.

d. Artist shall, prior to performing any work, require each subcontractor to certify to Artist that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Artist shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Artist determines that a subcontractor is in violation of this Section 7(d), Artist may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Artist or the subcontractor.

e. By its signature below, Artist swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the Commission that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

ARTICLE 15. Non-Discrimination.

Artist agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That the [City or City body which is a party to the contract] may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by [City or City body which is a party to the contract] and all money due or to become due hereunder will be forfeited.

Jeff Laramore



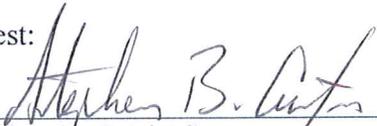
Jeff Laramore, Artist

City of West Lafayette
Redevelopment Commission

BY:  _____

Lawrence T. Oates, President

Attest:



Stephen B. Curtis, Secretary

Jeff Laramore, Inc.
7650 Central Ave.
Indianapolis, IN 46240
317-258-7911

PROPOSAL FOR SERVICES

Date: July, 10, 2015

Proposal for: Design, Fabrication, Transport and Installation of the “Heron” sculpture/sign for the City of West Lafayette

Presented to: City of West Lafayette Redevelopment Commission, Indiana

Project: “Heron” sculpture/signage for the Celery Bog Park Nature Area

Jeff Laramore will provide the following services to the City of West Lafayette

1. SCOPE OF SERVICES:

- Fact-finding, data gathering, and further collaboration with West Lafayette Parks Department.
- Design, Fabricate, Transport and Install the Sculptural Signage for the Bog Park Nature Area. The Sign will read; (Title) Celery Bog Nature Area, (in smaller letters) Lilly Nature Center, (smaller yet) West Lafayette Parks & Recreation
- The 10’ long and 12’ tall sculptural sign will be fabricated and installed by the predetermined deadline of December 15, 2015 unless a delay is caused by weather
- Project management of timelines, contracts, and specifications for the foundation provided by the West Lafayette Parks Department

Additional Notes:

Laramore will rely on the City of West Lafayette to provide all existing and accurate project and site information, as well as all project requirements.

3. SERVICES NOT INCLUDED IN THIS PROPOSAL:

- Coordination with government agencies.
- Any services not specifically identified above in the “Scope of Services” section.

4. COST ESTIMATES

Design & Management.....	\$3,000
Engineering.....	1,000
Fabrication.....	34,000
Transporting and Installation.....	2,000
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Total Fee	\$40,000

5. SCHEDULE

The timeframe of December 15, 2015 to complete this work will begin immediately upon acceptance of this proposal. This timeframe for completion has been determined by the City of West Lafayette.

*This timeframe does not allow for any delays caused by any unknown factors that Laramore may not be aware of within the Project at this time, or by any delay directly controlled by the City of West Lafayette.

6. TERMS AND CONDITIONS

Laramore shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials, in any form, that are encountered at the Project site.

Signing of this proposal will serve as an agreement between Jeff Laramore, Inc. and the City of West Lafayette to proceed to a formal contract for services and will allow Laramore to immediately commence work in order to meet the deadline of December 15th, 2015 for the installation of the “Heron” sculptural/signage for Celery Bog Park Nature Area.

Thank you for allowing Jeff Laramore to present a proposal for services on this project. If there are any questions regarding this proposal, please contact me at your convenience.

Jeff Laramore

By signing below, I approve this proposal and agree to proceed with a Contract for Design Services:

Authority for the City of West Lafayette

Date

The City of West Lafayette Redevelopment
Commission
222 North Chauncey Avenue
West Lafayette, IN 47906



