

**C O N T R A C T**  
**2012 Chauncey Village Walkway Art Project**

This Agreement entered into this 22<sup>nd</sup> day of August, 2012 by and between Tom Torluemke, 518 Hillside Drive, Dyer, Indiana, 46311 (hereinafter called the "Artist") and the City of West Lafayette Redevelopment Commission (hereinafter called the "Commission").

**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 two murals called "The Delight of Accomplishment" per the attached proposal and do all things necessary to complete the 2012 Chauncey Village Walkway Art Project in West Lafayette, Indiana.

**ARTICLE 2. Scope of Work.**

The work involves the installation of murals on the east and west walls of the Chauncey Village Walkway, bounded by 308 and 314 West State Street, West Lafayette, IN, as specified in the attached request for proposals document and Tom Torluemke proposal document. The Artist shall be responsible for all aspects of installing the murals, including, but not limited to, power washing walls, priming walls, supplies, labor and insurance.

**ARTICLE 3. Product of the Work.**

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

**ARTICLE 4. Payment.**

The Commission agrees to pay the Artist Twenty Six Thousand Nine Hundred Dollars (\$26,900.00). For payment an invoice must be submitted to the Commission 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 Commission may send a written notice to the Artist indicating he is in default of this Agreement. Said notice shall contain the reason for the Commission'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 Redevelopment Commission, 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 murals shall be completed on or before October 31, 2012 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 Commission.

WEST LAFAYETTE REDEVELOPMENT  
COMMISSION:



Tom Torluemke, Artist

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Lawrence T. Oates, President

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Linda M. Sorensen, Secretary