

**C O N T R A C T**  
**2015 'Send' Art Project**

This Agreement entered into this 19th day of August, 2015 by and between Craig Martin, 608 Owen Street, Lafayette, IN 47905 (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 a mural called 'Send' per the attached proposal and do all things necessary to complete the 610 W. Navajo 'Send' Project in West Lafayette, Indiana.

**ARTICLE 2. Scope of Work.**

The work involves the installation of a mural on the east wall of the US Post Office Building at 610 W. Navajo, West Lafayette, IN, owned by George L. Timmons & Sons, LLC, as specified in the attached request for proposals document and Craig Martin proposal document, which documents are incorporated herein. 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 Five Thousand Two Hundred Dollars (\$5200.00). 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. 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 6. Indemnification.**

The Artist does not and will not have liability insurance while engaging in the work to be completed under this Agreement. Therefore, the Artist agrees to indemnify, release, 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 his 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 7. 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 8. 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 9. 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 10. Records.**

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

**ARTICLE 11. Date of Completion.**

The installation of the murals shall be completed on or before October 31, 2016 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.

**ARTICLE 12. 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 13. 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 14. 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.

City of West Lafayette  
Redevelopment Commission

\_\_\_\_\_  
Craig Martin, Artist

BY: \_\_\_\_\_  
Lawrence T. Oates, President

Attest:

\_\_\_\_\_  
Stephen B. Curtis, Secretary