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## **Riley Literary Trail Agreement for 10 Sculptural Limestone Benches**

### **Mission:**

A series of 10 Indiana limestone benches, measuring 18" x 36" x 18", will be carved by Indianapolis artist Cheryl Anne Lorance for the *Riley Literary Trail* to celebrate the works of James Whitcomb Riley. The stone blocks weigh approximately a half ton each and the carving area used for each stone will be 13.5 square feet. The benches will be installed along the *Riley Literary Trail* in Greenfield, Indiana.

### **Statement About Project:**

A series of 10 limestone benches will be created for the *Riley Literary Trail*. The intended purpose is to create public spaces to celebrate the works of James Whitcomb Riley in his hometown of Greenfield, Indiana. Each bench will be a unique design in a series, meticulously carved in Indiana limestone by Indianapolis artist Cheryl Anne Lorance. The theme running throughout the series will be representative of Riley's work, including quotes carved into the stone, creating a unique opportunity for the viewer to read Riley's work. Riley's stories will be part of the experience walking the trail, and the benches will provide both public art and a place to rest. The benches will be installed in 10 locations along the *Riley Literary Trail*, Greenfield, Indiana.

### **Quantity & Production Costs: 10 benches; Size: 18" x 18" x 36"**

- Artist's cost for research, concept, artwork, and maquettes per bench, \$500 ( x 10 bench designs TOTAL = \$5000)
- 1 long side – 18" x 36" side = 4.5 sq. ft. ( x 20 sides = 90 sq. ft.)
- 1 short side– 18" x 18" side = 2.25 sq. ft. ( x 20 sides = 45 sq. ft.)
- TOTAL SQ FT = 135 sq. ft. of carving area
- Artist's cost for carving per sq. ft. \$600
- Artist's carving cost per bench, \$8100
- TOTAL to artist per bench, (cost of design + carving) = \$8600
- TOTAL to artist for 10 benches, (cost of design + carving). \$86,000

### **Cost of RAW MATERIALS:**

- 10 Indiana limestone blocks (buff with beveled top and side edges), 18" x 18" x 36", including delivery = \$14,000

### **Transport and Installation of Benches**

- Budget for onsite moving, \$2800
- Budget for moving benches to Greenfield and setting on concrete footing pads, \$3500
- TOTAL transport budget: \$6300

**Artist's rights and responsibilities include:**

- Traveling to the site to discuss the process and installation
- 10 bench concept and designs (each bench will be a unique design in a series)
- Purchase and transport of raw material (limestone)
- Execution of design of 10 benches in limestone
- Documentation of process, submitted with monthly invoices
- The artist has permission to use and share photos of progress publicly, promoting the construction of the *Riley Literary Trail*
- Transport and installation of stone (including coordinating dates with transport company and Joan Fitzwater, representing the City of Greenfield)
- Liability Insurance

**What is NOT the artist's responsibility:**

- Review and approval with main point of contact Joan Fitzwater, City of Greenfield Planning Director, of all concepts, artworks, and maquettes for each bench prior to notice to proceed on carving activities
- All on-location prep on sidewalk: concrete footing pad and lighting for benches
- Arrangement with city for parking permits and street closures during installation

**Total of expenses:**

- Total Artist Fee: \$86,000
- Total Raw Materials Fee: \$14,000
- Total Transport & Installation Fee: \$6300
- TOTAL: \$106,300

**Suggested payment scheduled\*:**

Deposit to initiate project:

- April 2023: Payment 1: (concept and design fees): \$5,000; (raw materials): \$14,000; (initial layout and carving fee) \$5,000 = \$24,000

Monthly schedule of payments:

- Payment 2: July 2023: \$5,496.00
- Payment 3: August 2023: \$5,486.00
- Payment 4: September 2023: \$5,486.00
- Payment 5: October 2023: \$5,486.00
- Payment 6: November 2023: \$5,486.00
- Payment 7: December 2023: \$5,486.00
- Payment 8: January 2024: \$5,486.00
- Payment 9: February 2024: \$5,486.00
- Payment 10: March 2024: \$5,486.00
- Payment 11: April 2024: \$5,486.00
- Payment 12: May 2024: \$5,486.00
- Payment 13: June 2024: \$5,486.00
- Payment 14: July 2024: \$5,486.00
- Payment 15: August 2024: \$5,486.00
- Payment 16: September 2024: \$5,486.00 (Final Payment)

\*Deadline is determined by the delivery date of the stone to the artist's studio.  
Artist will submit photos of progress with each monthly invoice.  
Artist reserves the right for intellectual property to remain private.  
Only photos chosen by the artist may be used publicly.

### **Projected deadline for completion:**

- Deadline is determined by the delivery date of the stone to the artist's studio
- The maximum time assigned for the project *after the stone is delivered to the artist's studio* is 16 months
- Projected time for installation is between Oct-Dec. 2024
- The artist is responsible for hiring professional transport and installation service
  - All benches will be at the artist's studio until they are delivered
  - Artist will subcontract company transport and install, who will provide insurance prior to transport and *add the artist and The City of Greenfield as additional insured*
  - All benches will be delivered at once
- Artist is not responsible if benches cannot be installed by agreed deadline if delay is a result of:
  - Unprepared sidewalk/concrete pads
  - Provisions to block street
  - Necessary permits or licenses
  - Weather/Acts of nature

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### **Other General Terms & Conditions:**

- If Artist becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise materially violates or fails to perform any term, covenant or provision of this Agreement, Artist shall be considered in default, and Greenfield may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Artist shall be given; (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of Greenfield's intent to terminate; and (2) an opportunity for consultation with Greenfield prior to termination, and a reasonable opportunity to cure the default. In determining the amount of final payment to be made to Artist upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Greenfield to be incurred by reason of Artist's default.
- This Agreement may be terminated in whole or in part in writing by Greenfield for Greenfield's convenience; provided that Artist is given: (1) not less than thirty (30) calendar days written notice (delivered certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with Greenfield prior to termination. If termination for convenience is initiated by Greenfield, the Artist's compensation shall be equitably adjusted to include a reasonable profit for services or other work performed, and shall provide for payment to Artist for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.
- Upon receipt of a termination action for default or for Greenfield's convenience, Artist shall: (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to Greenfield all limestone block, data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have

been accumulated by Artist in performing this Agreement, whether completed or in process.

- Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Greenfield are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Greenfield shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. Greenfield agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- Copies of Certificates of Insurance, naming the City of Greenfield as an "additional insured" for coverages listed below showing such coverage then in force shall be filed with Greenfield prior to the effective date of this Agreement.

1. Commercial General Liability (Occurrence Basis)

Bodily injury, personal injury, property damage, contractual liability, products-completed operations.

- General Aggregate Limit  
\$2,000,000  
(Other Than Products/Completed Operations)
  - Products/Completed Operations  
\$2,000,000
  - Personal & Advertising  
\$1,000,000  
Injury Limit
  - Each Occurrence Limit  
\$1,000,000
  - Damage to Rented Premises  
\$100,000 each occurrence
  - Medical Expense Limit  
\$5,000
- With the prior approval of Greenfield, Artist may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
  - Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of Artist.

**Riley Literary Trail Agreement for 10 Sculptural Limestone Benches**

Accepted \_\_\_\_\_  
Mayor Chuck Fewell

Date \_\_\_\_\_

Attest \_\_\_\_\_  
Lori Elmore, Clerk Treasurer

Date \_\_\_\_\_



Artist \_\_\_\_\_  
Cheryl Anne Lorange

04/19/2023  
Date \_\_\_\_\_