

CHD08ART

TYPE OF RECORD: NON-PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF CONTRACTOR: LYLAMAE CHEDSEY

SUBJECT/PROJECT: ARTWORK FOR THE DUCK POND
RESTROOM BUILDING

CITY DEPARTMENT: PARKS AND RECREATION

YEAR: 2008

EXPIRATION DATE: 6/15/2008

DESTRUCTION DATE: 1/1/2015

CONTRACT TO COMMISSION ARTWORK
GRAND JUNCTION DUCK POND PARK RESTROOMS

This Agreement is entered into this 15th day of April, 2008 by and between the City of Grand Junction, Colorado (hereinafter called "the City") and Lylamae Chedsey, 2457 Kelley Drive, Grand Junction, Colorado 81505 (hereinafter called "the Artist").

Recitals

The City of Grand Junction is constructing a new restroom facility at Duck Pond Park, 415 Santa Clara Avenue, and has allocated \$1,600 as specified by the 1% for the Arts program to acquire artwork for the building. The Artist was selected through a competitive process by the Grand Junction Commission on Arts and Culture to create an appropriate work of art for the restrooms.

Based on the foregoing recitals and the terms and conditions set forth herein, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF SERVICES

1.1 Artist's Responsibility

- A. The Artist shall coordinate and complete a project to create, design, engineer, fabricate, deliver, and install a ceramic tile work of art on the front exterior building wall of the new Duck Pond Park restrooms at 415 Santa Clara Avenue. The Artist shall furnish all services, insurance, supplies, materials, and equipment necessary to complete the project.
- B. The Artist is an independent contractor and not an agent or employee of the City.
- C. The Artist's services shall be performed in a professional, timely, and workmanlike manner and in strict compliance with all terms and conditions in this Agreement.
- D. In performance of the work described herein, the Artist shall comply with all applicable federal, State and City laws, rules, and regulations, including but not limited to, applicable copyright, building and life, health and safety codes.
- E. The Artist shall indemnify and hold the City harmless from any damage or injury claims made by a third party(ies) arising during the installation process and caused, or claimed to be caused, by such process, including harm to herself, to others including the public, or to the Artwork.
- F. The Artist is solely responsible for the compensation and for the work of every contractor and other person she engages or employs to assist her in discharging the duties under this Agreement. The Artist agrees to engage or employ no person without providing applicable and adequate worker's compensation insurance, in amounts required by Colorado law.

1.2 City's Responsibility

- A. The City designates, as the City Representative, Allison Sarmo, Cultural Arts Coordinator for the Commission on Arts and Culture, with whom the Artist should communicate and coordinate when necessary. The City Representative has the authority to make decisions for the City with regard to the matters described herein, including, but not limited to inspection of any work in progress at the Artist's studio or fabrication location, determining substantial and final completion of the Artwork, approving payments to the Artist, approving and coordinating installation, and similar matters.
- B. The City will provide a plaque near the Artwork identifying the Artist and Title.

ARTICLE 2. COMPLETION DATE

The Artist agrees to complete, deliver, and install the Artwork no later than June 15, 2008.

ARTICLE 3. PAYMENT

The City shall pay the Artist a fixed fee of \$1,600 which will constitute full and complete compensation for all services performed, materials furnished, and for the artistic value provided by the Artist under this Agreement. If the Artist is in compliance with the terms of this Agreement, then the City will pay the Artist as follows:

- A. First Payment: \$800 (50% of the total cost of the Artwork) shall be paid by the City to the Artist when this Agreement is signed by both parties.
- B. Second Payment: \$800 (50% of the total cost) shall be paid by the City to the Artist following completion, installation, and acceptance of the Artwork by the City.

ARTICLE 4. WARRANTY

- A. The Artist represents and warrants that the design of the Artwork is unique and solely the result of the creative efforts of the Artist and is wholly original with the Artist and does not infringe upon or violate the rights of any third party.
- B. The Artist warrants that the Artwork is and shall remain free and clear of all liens, including mechanics liens and encumbrances of the Artist.
- C. The Artist warrants that all work is performed in accordance with professional "workmanlike" standards, and fully guarantees the Artwork to be free from defective materials, products, and workmanship, for one year following the date of the City's final acceptance of the Artwork, as described above. During this period the Artist agrees to make necessary repairs to the Artwork, in a manner satisfactory to the City, of any defect which is the result of faulty workmanship or materials. The Artist is not responsible for damage to the Artwork caused by vandalism, acts of God, or City employees or contractors.

ARTICLE 5. COPYRIGHT

- A. The Artist expressly reserves the rights under common law or under the federal Copyright Act to control the making and dissemination of copies and reproductions of the Work that the court(s) in the venue of this Agreement afford to her. The Artist specifically agrees that the City, and its commissions, agents, divisions, employees and officials may, without further approval from or compensation to the Artist, reproduce the Artwork graphically, in photographs, drawings, or computer generated images for any City business, including advertising, promotions, visitor and convention activities, and economic development activities. The City agrees that whenever appropriate such graphic reproductions of the Artwork will include the Artist's name, in such a manner as will comply with U. S. copyright law.
- B. The City acknowledges the existence of a 1990 federal law regarding Artist's rights which limits the City's unilateral ability to modify the Artwork without advance notice to the Artist; however, the Artist agrees that the Artwork, and all components and elements thereof, are the property of the City. The Artist agrees that after the warranty period described above expires, the City has the right to unilaterally, without Artist's knowledge or consent, repair, remove, relocate, replace, sell, or store the Artwork. While it is the City's intent to permanently retain and maintain the Artwork as described herein, over time future citizens and City Councils may determine that the City should remove it or otherwise dispose of the Artwork, and the City reserves that right. If the City alters, modifies, or changes the Artwork, it will not thereafter represent the altered work as that of the Artist without her consent.

ARTICLE 6. INDEMNIFICATION

The Artist will indemnify and hold the City harmless from all loss and liability (including attorney's fees, court costs, and all other litigation expenses) for any infringement of the patent rights, copyright, trademark, and all intellectual property claims of any person or persons in consequence of the City's acceptance of the Artists work or the use by the City, or any of its officers or agents, of articles or services supplied in the performance of this Agreement, whether or not such claim(s) is(are) frivolous.

ARTICLE 7. DEATH OR INCAPACITY

If the Artist becomes unable to complete the terms of this Agreement due to death or incapacitation, such death or incapacitation will not be considered a default of this Agreement on the part of the Artist; however, upon the happening of death or incapacity of the Artist, the City is not obligated to proceed with this Agreement. In the event of the death of the Artist, the Artist's executor shall deliver the Artwork, in whatever form and degree of completion it may be at the time, to the City, along with all materials and supplies purchased for the Artwork's fabrication, if not yet completed. The City has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing.

ARTICLE 8. TERMINATION OF AGREEMENT

The City may terminate this Agreement if the Artist fails without cause to complete, deliver, and install the Artwork as stipulated in this Agreement. The exercise of a right to termination under this section shall be in writing and set forth the grounds for termination. If this Agreement is terminated, the Artist is entitled to retain the initial \$800 payment as a design fee but must deliver to the City all materials and supplies purchased or already created for the Artwork.

ARTICLE 9. WRITTEN NOTICE

The parties agree that any notice required by this Agreement shall be given as follows, including notice of a change of address or change in the City Representative:

City: Allison Sarmo, Arts Commission
City of Grand Junction
1340 Gunnison Avenue
Grand Junction, Colorado 81501
(970) 254-3865
E-mail: allisons@gjcity.org

Artist: Lylamae Chedsey
2457 Kelley Drive
Grand Junction, Colorado 81505
(970) 241-4579
E-mail: ltcrumly@chedsey.com
or chedsey@gvii.net

ARTICLE 10. ENTIRE AGREEMENT

The terms and provisions of this Agreement, including attachments and any amendments, represent the entire understanding of the parties with respect to the subject matter of this contract. No representations or warranties are made by the Artist or the City except as herein set forth. The terms of this Agreement may only be altered or modified in writing and signed by both parties.

ARTICLE 11. LAW AND VENUE

The laws of the City of Grand Junction, Mesa County, Colorado, shall govern this Agreement. Any action arising out of or under this Agreement shall be brought in Mesa County, Colorado.

Signed:



Lylamae Chedsey
2457 Kelley Drive
Grand Junction, Colorado 81505
Date Signed: April 18, 2008



Joe Stevens, Parks & Recreation Director
City of Grand Junction
1340 Gunnison Avenue
Grand Junction CO 81501
Date Signed: 4-15-08

Lylamae T. Chedsey
2457 Kelley Drive
Grand Junction, CO 81505
970-241-4579
lcrumly@chedsey.com or chedsey@gvii.net

*Duck Pond
Park*

Dear Arts Council,

Thank you so much for sending me the letter concerning the proposed tile projects at Sherwood Park and Duck Pond Park. I would be honored to be chosen as one of the artists for these projects.

I started working with ceramic tiles in the mid 1980's, when I designed, made and installed a ceramic kitchen countertop.

I have developed, through trial and error, a unique technique using scrap stain glass pieces that I fuse to my fired tiles. I make my own tiles, using designs similar to stained glass works. In doing this I have created a work of art that has the durability of tile with the beauty of stained glass.

My tiles can be used in areas that stained glass would not be practical, i.e. countertops, tabletops. Being tiles they are durable and with the glass fused to the clay, of a lasting beauty that will not fade if outside. It is a touchable art form.

I have also used commercial glazes on some of my tile designs, where it was more practical to use glazes.

My designs come from nature, flowers, and animals, sometimes with a whimsical theme. The largest project is one that I am working on now, a seascape with a free-form border for a wall hanging.

After one of the pieces was purchased, a free-form style parrot, the buyer requested a matching piece.

In 1995 I entered one piece called "The Stalker" in a show in Cedaredge, winning in the Best Stained Glass category. I have not entered any shows since, so can't list a bunch of awards. I have also donated several pieces to local non-profits to use in their fundraisers in the past. One of my free-form works was donated to the Marillac Clinic and was hung in the dental office.

I have already come up with one idea for a subject that will appeal to people of all ages, a dog catching a Frisbee with green trees and grass, using a photo of the park, as the background.

Again, thank you for considering my work for your park projects,

Lylamae T. Chedsey



Dragon clock.