

DATE: September 7, 2022

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Thursday, September 8, 2022 6:00 p.m. Microsoft "Teams"

This meeting is accessible through "Microsoft Teams" 1-929-235-8441 Conference ID: 349 095 888# or [Click here to join the meeting](#)

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

**Thursday, September 8, 2022
6:00 p.m.
Microsoft "Teams"**

The purpose of the meeting is to meet to hear public comment, discuss and possibly vote on obtaining a bid waiver for the McAuliffe Park Pool House Mural which is to be funded by the Town's ARPA art fund.

cc: Mayor Walsh
Connor Martin, Chief of Staff
Paul O'Sullivan, Grants Manager



POOL HOUSE MURAL:
MCAULIFFE PARK

SUMMARY

Mural painted on Pool House at McAuliffe Park

East Hartford Murals

A project of the nonprofit, The RiseUP Group, Inc.



Executive Summary

East Hartford Murals is a locally run public arts organization supported by the nonprofit, The RiseUP Group. East Hartford Murals supports artists, the town, other nonprofits, companies, and local community members in making their mural projects come to life. We help create the vision and manage the entire process to beautify communities through public art. East Hartford Murals has managed all the recent Public Art installations in East Hartford in 2021 and 2022. RiseUP has completed over 100 mural and place-making projects since 2015 throughout Connecticut. We work with 40+ local, professional artists, collaborates with 100's of partners, and hosts 1,000+ volunteers per year to help beautify our communities. More details at www.easthartfordmurals.com and @ctmurals on Instagram.

East Hartford Murals will paint a on the front of the pool house at McAuliffe Park in East Hartford. The mural will go on the left-side of the building in an area that is 31 ft long by 10 ft tall (310 sq ft).



The artwork will be completed by professional mural artist and East Hartford resident, Micaela Levesque, in partnership with another local apprentice artist. Both the lead artist and the apprentice artist will be provided stipends to complete the project.

Design:





Next Steps and Timeline:

- September 9th: Approvals received
- September 10th: Mural begins
- September 30th: Complete Mural (Roughly 2-weeks pending weather)

Budget:

	Total Cost
Artist & Emerging Artist	\$5,000
Materials/Paint	\$610
Wall Prep	\$500
Admin/Documentation	\$390
Maintenance	\$500
Total	\$7,000

Execution Process:

- 1.) Artist will design mural concept and design approved by the Mayor's office
- 2.) Proper masking of surfaces
- 3.) Powerwash and prime wall
- 4.) Paint surface with acrylic-based paint

The mural will last in good condition for 5-10 years with minimal touch up required.

Selected Artist:

Micaela Levesque

Micaela is a mural artist and oil painter from East Hartford, CT. While she explores a variety of topics, she has an inclination towards female empowerment subjects and conveying expression in portraiture. Her style incorporates the use of bold colors, realism, and symbolism that can further illustrate a story.





Mural Contract

THIS AGREEMENT, entered into as of the ___ day of September, 2022.
by and between the Town of East Hartford, State of Connecticut (hereinafter referred to as "**Municipality**") and The RiseUp Group, Inc., doing business in the Town of Hartford, State of Connecticut (hereinafter referred to as "**RiseUp**").

WITNESSETH

WHEREAS, **RiseUp** has offered to create a mural (the "Project") on the front of the pool house at McAuliffe Park, in East Hartford, Connecticut (the "Location"); and

WHEREAS, the **Municipality** desires to have **RiseUp** complete the Project at the Location.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES**

The **Project** shall include the painting of a mural at the Location by professional artist Micaela Levesque. The design for the mural is set forth on Exhibit A. The Location shall be prepped, and the mural painted, in accordance with the standards set forth on the summary attached hereto as Exhibit B.

2. **TIME OF PERFORMANCE/TERM OF AGREEMENT**

The term of this Agreement shall begin on the date hereof and, unless extended by Agreement of the parties, shall end on September 30, 2022. The Project time-line shall be as follows:

- Commencement of painting of mural: September 10, 2022.
- Completion of mural: September 30, 2022.

3. **CONSIDERATION**

The **Municipality** shall pay the sum of \$7,000 towards the cost of the Project. Payment shall be made as follows: _____.

RiseUp agrees that it shall be solely responsible for upkeep and maintenance with respect to the mural, including but not limited to repainting faded or damaged portions of the mural, and removal of graffiti, for a period of five years after completion of the mural. This obligation shall survive the term of this Agreement.

4. **RIGHTS OF MUNICIPALITY**

The **Municipality** reserves the right to remove the mural during the first five years after its completion should **RiseUp** fail to maintain the mural, as set forth in paragraph 3 above, after reasonable notice to **RiseUp** that maintenance or repair is needed. **Municipality** reserves the right to remove the mural, at its sole discretion, at any time after said five-year period. This right shall survive the term of this Agreement.

5. **PERSONNEL**

RiseUp represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **Municipality**.

6. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, **RiseUp** agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

7. **COMPLIANCE WITH LAWS**

RiseUp shall comply with all applicable laws, ordinances and codes of the Federal Government, State of Connecticut and Town of East Hartford, and shall commit no trespass on any public or private property in performing any of the Project embraced by this Agreement.

8. **SUBCONTRACTING**

RiseUp shall give its full care and attention to the faithful execution of the Project, shall keep the Project under its personal control, and shall not assign or sublet the Project or any part of the Project except with the

written consent of the **Municipality**. **Municipality** consents to the hiring and use of Micaela Levesque to paint the mural.

9. **RISEUP'S INDEMNIFICATION**

RiseUp covenants and agrees, to the fullest extent permitted by law, to indemnify, protect, and save harmless the **Municipality** from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs, charges, including attorneys' fees and defense costs, if any, which the **Municipality** may directly or indirectly suffer, sustain or be subjected to, to the extent caused by **RiseUp's**, or its employees, agents, contractor's, subcontractor's, artists,' volunteers' or materialmen's negligent act, error or omission, or willful misconduct, in connection with the Project to be performed pursuant to this Agreement or any activities in connection with said Agreement, whether such losses and damages be suffered or sustained by the **Municipality** directly or by its employees, licensees, or invitees or be suffered or sustained by other persons or corporations who may seek to hold the **Municipality** liable therefor.

RiseUp further undertakes to reimburse the **MUNICIPALITY** for damage to property of the **MUNICIPALITY** caused by the **RiseUp**, or his employees, agents, contractors, subcontractors, artists, volunteers or materialmen or by faulty, defective or unsuitable material or equipment used by him or them.

This obligation shall survive the term of this Agreement.

10. **INSURANCE**

RiseUp shall carry the following insurance:

- A. Comprehensive General Liability – Minimum Limits
- \$1,000,000 Each Occurrence
 - \$2,000,000 Aggregate
 - \$2,000,000 Products Completed Operations
 - \$1,000,000 Personal & Advertising Injury
 - \$100,000 Fire Damage (any one fire)
 - \$10,000 Medical Expense (any one person)

- B. Commercial Auto Liability – Minimum Limits
 - \$1,000,000 Combined Single Limit
 - Including owned vehicles, non-owned vehicles and employee non-ownership.

- C. Commercial Umbrella Liability- Minimum Limits
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate

- D. Worker’s Compensation: Statutory Limit
Employers Liability: \$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee
\$500,000 bodily injury disease aggregate

DESCRIPTION SECTION – Must include the following:

The Town of East Hartford, its agents, officials, employees, volunteers, boards and commissions are included as an Additional Insured on the Automobile and General Liability policies.

CERTIFICATE HOLDER SECTION – Must include the following:

The Town of East Hartford
740 Main Street
East Hartford, CT 06108

Insurance coverage shall remain in full force for the duration of the Agreement term and the repair obligation set forth in paragraph 3.

11. AGREEMENT FINAL EXPRESSION

This Agreement is intended by the parties hereto as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof.

12. COUNTERPARTS

This Agreement may be signed in one or more counterparts, and by way of digital or electronic signature or facsimile.

IN WITNESS WHEREOF, the **Municipality** and RiseUp have executed this Agreement as of the date first above written.

TOWN OF EAST HARTFORD

Michael P. Walsh, Mayor

The RiseUp Group, Inc.

Matt Conway

APPROVED AS TO FORM : 9/ /22

Richard P. Gentile

Richard P. Gentile, Assistant Corporation Counsel

Exhibit B

Steps to Execution:

The wall will go through a series of applications from the artist including surface preparation, painting the art on the surface, and a final protective anti-graffiti coating.

Surface Preparation

- The artist will properly cover surfaces immediately touching the painting surface to protect from accidental painting.
- The artist will use a broom where required to brush off any surface materials that may be on the brick. The artist will then apply an exterior primer to the surface to prepare the brick for the painting application.
- Primer: Sherwin-Williams LOXON Masonry Primer
- <https://www.sherwin-williams.com/homeowners/products/loxon-concrete-masonry-primersealer/651032732>
- Painting Specifications
 - The artist will use a mixture of roller painting and spray painting to complete the artwork. Rollers will be used to apply the background colors and spray paint will be used for detailed artwork
 - Acrylic Paint: <https://www.sherwin-williams.com/homeowners/products/flextemp-exterior-acrylic-latex-paint>
 - Spray Cans: <https://www.montana-cans.com/en/spray-cans/montana-spray-paint/gold-400ml-artist-paint/montana-gold-400ml-colors>
- Protective coating:
 - Anti-graffiti coating will be applied to the artwork by the artist at completion of the project
 - Anti-graffiti- <https://industrial.sherwin-williams.com/content/sherwin-williams/pcg/industrial-sw-com/na/us/en/protective-marine/catalog/product/products-by-industry.11543396/2k-waterbased-anti-graffiti-coating.9897020.html>

The cost of the murals we have already funded We have not yet paid out any funds for Murals. I was waiting until the contract details got worked out before paying anything out. To my knowledge, there have been two murals that have already been done: Juneteenth (\$1,500) and Forbes Bus Shelter (\$2,000), for a total of \$3,500.

The remaining balance of the ARPA arts fund There is currently \$164,000 unobligated in the Arts Fund.

All expenditures out of the ARPA art fund Actual expenditures are \$0.00. On 6/7/2022, The Council approved \$36,000 to MF Dynamics for the Threads of Assumption Project. I just got the signed contract back from MF Dynamics yesterday, so I will be sending up for the Mayor's signature today.