

CITY OF OKLAHOMA CITY

AMENDMENT NO. 2 TO 1% FOR ART - PUBLIC ART COMMISSION AGREEMENT

PROJECT: WILLA D. JOHNSON RECREATION CENTER

This Amendment No. 2 to 1% for Art- Public Art Commission Agreement is made and entered into this 23RD day of MAY, 2023, by and between the City of Oklahoma City, hereinafter called “City,” and an artist team comprised of Ebony Iman Dallas, Quiquia Calhoun, and Jarica Walsh, collectively dba Nomad Mystique LLC., hereinafter called “Artists”.

**WHEREAS**, City and Artists entered into an Agreement on March 16, 2021 (Item No. VII. O.), wherein City commissioned a site-specific work of art for the Willa D. Johnson Recreation Center, 909 Frederick Douglass Avenue, hereinafter called Work; and

**WHEREAS**, during fabrication of the Work, changes in design to the Work site and delays in the completion of the Work installation site caused an increase in the Artists’ expenses by \$7,769.67 above the approved budget; and

**WHEREAS**, the City Council on February 14, 2023, approved an Amendment to the Agreement for \$7,769.67 (Item No. IX.G) ; and

**WHEREAS**, further construction delays have shortened the amount of time that Artists are allotted to install the work within the required time, and Artists must hire additional personnel, leading to increased costs of over \$2,500 above the Amended budget; and

**WHEREAS**, Arts and Cultural Affairs Staff confirmed that sufficient contingency funds are available in the 1% for Art account for the Willa D. Johnson Recreation Center to offset up to \$2,500 in increased costs by the Artists.

**NOW THEREFORE**, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

1. Section III-COMPENSATION AND PAYMENTS, ¶ B. of the Amended Agreement of February 14, 2023, which provides for a total budget of \$124,769.67, shall be stricken in its entirety, and shall be replaced with the following:

Section III–COMPENSATION AND PAYMENTS

B. Compensation and payment to Artists for Work under this contract shall not exceed \$127,269.67, as described on Exhibit E attached to this agreement.

2. EXHIBIT E shall be stricken in its entirety, and shall be replaced with the following:

Exhibit E

Payment Schedule

	<b>Payment Due</b>	<b>Billing/Payment Amount</b>	<b>Payment rendered to deliver the Following:</b>
Payment No. 1	Upon contract execution and receipt of invoice from ARTIST.	<b>Artists will be paid \$47,685 as follows:</b>  100% of Artist design fee of \$27,700; 100% of sales tax allowance \$3,160; 100% of Project Management fee \$16,825.	-Artists shall complete Installation Plan drawings and specifications to the satisfaction of the City. -Artists shall travel to the Location as necessary to field verify and coordinate with staff, consultants and general contractor regarding the Location and the Work. -Artists shall complete an Installation Plan that shall accurately depict the site for the Work, including dimensions in inches and feet. The Installation Plan shall be based on plans created by the Project Architect and General Contractor for the project site, which will be provided to Artist by the City. Artists' Installation Plan shall include Elevation renderings that shall accurately depict the final "look" of the Work. The size, weight, and materials shall be clearly shown on the drawings or attachments to the drawings. All elevation renderings shall include scale for dimension purposes. -Artists shall complete a narrative statement reflecting which portions of the mural design will be painted directly on the wall surface, what materials will be used, and how and where the ceramic mural pieces will be adhered to the building wall surface. -Artists shall complete the first 9-week student lesson plan activities

Payment No. 2	After Services described in Payment No. 1 are successfully completed and after receipt of invoice from ARTISTS.	<b>Artists will be paid \$25,315 as follows:</b>  100% of student engagement fee of \$11,180; and approximately 35% of Fabrication costs of \$40,387 (\$14,135)	Artists shall complete all activities included in 9-week Summer Internship Plan (Hands On Working)
Payment No. 3	After Services described in Payment No. 2 are successfully completed and after receipt of invoice from ARTIST.	<b>Artist will be paid \$26,252 as follows:</b>  Approximately 65% of the Fabrication costs of \$40,387	Complete all activities in the Fall Student Workshop Series including glazing tiles, firing kilns, final glazing,
Payment No. 4	After all services described in the Agreement are complete, the Work has been accepted by City, and an invoice has been received from Artists.	<b>Artist will be paid \$28,017.67 as follows:</b>  100% of Contingency fee of \$11,700; 100% of Insurance cost of \$1,208; 100% of Documentation costs of \$2,500; 100% of Installation costs of \$2,340; and, 100% of additional Artist fee of \$7,769.67; and 100% of the second additional Artist fee of \$2,500.	-Artists shall transport, and install ceramic mural components, paint additional design elements, and complete project. -Artists shall notify Arts Liaison that Work is complete -Artists shall deliver a final invoice
<b>TOTAL COSTS NOT TO EXCEED</b>			<b>\$127,269.67</b>

All other provisions of the Agreement approved by the parties hereto on March 16, 2021 shall remain as originally set forth.

IN WITNESS WHEREOF, the Parties hereto have approved this Agreement as indicated by the authorized signatures below, as of the dates there set out.

APPROVED by The City of Oklahoma City and SIGNED by the Mayor this 23RD  
day of MAY, 2023.

Amy K. Simpson  
City Clerk



Terry E. Albritton  
VICE-MAYOR

APPROVED as to form and legality.

Beta G. Douglas Tally  
Assistant Municipal Counselor

For Nomad Mystique LLC

Ebony Iman Dallas  
Ebony Iman Dallas

Subscribed and sworn to before me this 10 day of May, 2023.



[Signature]  
Notary Public

My Commission Expires: 3/30/27

My Commission Number: 11002917