

CITY OF OKLAHOMA CITY
1% FOR ART-PUBLIC ART COMMISSION AGREEMENT
PROJECT: DESIGN FOR THE HEFNER GOLF COURSE CLUBHOUSE

13TH FEBRUARY

THIS AGREEMENT, made and entered into this ____ day of ____ 2024, by and between The Oklahoma City Municipal Facilities Authority, a municipal trust (“Trust”), and Anton R. T. Morton and James Tapscott, collectively dba Kasum Contemporary Fine Art, Inc., hereinafter called “Artist,” to design a work of land art, hereinafter called the “Work”.

Artist was selected pursuant to a competitive process to design, construct, and install a work of land art at the location described in Exhibit A, hereinafter the “Location,” and Artist is willing to provide such Work. Trust intends to engage the services of Artist for the design phase of the Work and other services related to the completion of the design on such terms and conditions as hereinafter follow.

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

SECTION 1: ARTIST SERVICES

Artist’s Work shall reflect concepts and designs as depicted in the Artist’s Conceptual Design Report and recommended by the Selection Committee and the Oklahoma City Arts Commission, which concepts and designs are set forth in Exhibit B, attached hereto and made a part of this Agreement. Artist may discuss the Work or its requirements with various departments of the City of Oklahoma City (“City”), but the Arts Liaison or his designee, hereinafter called “Arts Liaison,” shall authorize all specific direction or responses to all requests of Artist. Artist shall be responsible for all aspects of the design Work. Artist shall perform Work to conform to

the requirements of all Trust, City, and State of Oklahoma laws, ordinances, Codes, regulations, and requirements which affect completion of the Work.

A. Commencement of Services

1. Work shall commence upon Artist's receipt of the executed Agreement and a written Notice to Proceed authorized by the Arts Liaison.
2. The goal of the parties is for Artist to perform the design phase of the Work described in Exhibit B.
3. Both parties recognize that they must consult closely to accomplish the Work that is the goal of this Agreement.

B. Completion of Design

1. Artist shall request additional information from Trust and the Arts Liaison as needed to prepare Drawings and Specifications to the satisfaction of the Trust, according to recommendations made by the Selection Committee and/or the Arts Commission.
2. Artist shall collaborate and cooperate with Project MP-0591 Hefner Golf Course Clubhouse ("Project") architects Allford Hall Monaghan Morris, LLC ("Architect")
3. Artist shall coordinate with Arts Liaison and Architect and travel to the Location as often as necessary to field verify measurements, siting requirements, and conditions of the Location of the Work.
4. Artist shall avoid the specification of materials or finishes known to be hazardous or potentially hazardous, including asbestos or any derivative thereof.

5. In collaboration with the Architect, Artist shall complete design drawings, plans, and specifications required for the construction and installation of the Work.

C. Design Phase

1. The design of the Work shall not commence until authorized by the Arts Liaison through an official Notice to Proceed, which authorization shall not be unreasonably withheld.
2. Artist shall be responsible for all expenses, labor, and equipment involved with the design of the Work.
3. Artist shall meet with the Trust or its representatives during regularly scheduled client meetings and at any time requested for consultation or conference as directed in writing by the City Engineer.
4. Artist shall report to the Trust through the Arts Liaison on a regular monthly basis and on an as needed basis.

D. Construction and Installation Phase (by possible successor Agreement)

1. Artist shall be responsible for all expenses, labor, and equipment involved with the construction and installation of the Work.
2. All risk of destruction of, or damage to, the Work or any part thereof from any cause whatsoever shall be the responsibility of Artist until final acceptance of the Work is authorized by the Arts Liaison. Artist shall provide the Arts Liaison and City with at least a seven (7) day notice of the proposed date of completion.

3. Arrangements for access to the Location for installation shall be as authorized through the Arts Liaison, and access thereto shall not be scheduled until City has received from Artist proofs of insurance for general liability, workers compensation, and other insurance as may be required. Upon prior arrangement, access by Artist may be scheduled for weekends and evenings as well as during normal business hours, as authorized by the Arts Liaison.
4. Artist shall notify the Arts Liaison in writing when the Work is completed, to secure final acceptance by City.
5. Artist shall prepare or cause to be prepared a detailed Maintenance Plan for the Work. The Maintenance Plan is subject to change, based on finalized construction methodology and/or material selection, and shall be submitted within 30 days following Final Acceptance of the Services.
6. Artist shall design, fabricate, and install an art identification marker according to guidelines recommended by the Arts Commission.

Section III-COMPENSATION AND PAYMENTS

Compensation and payment to Artist for services under this Agreement shall not exceed Nine Thousand Five Hundred and Fifteen dollars (\$9,515.00), payable from Trust funds and no other source.

- A. Following approval of this Agreement by Trust, payments shall be made to Artist in full consideration of the design phase of the Work as described in the Compensation and Payment Schedule, attached hereto as Exhibit B.

- B. All requests for payment shall be submitted to the Arts Liaison for review and approval. Arts Liaison shall forward payment requests to the Trust for processing and payment.

Section IV-GENERAL CONDITIONS

- A. Assignment. Inasmuch as this Agreement is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Artist to provide professional and personal services to the Trust, the parties agree that the Artist may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph C.
- B. Nondiscrimination. Artist shall complete a Non-Discrimination Statement attached hereto as Exhibit C.
- C. Non-collusion. Artist shall complete a Non-Collusion Affidavit attached hereto as Exhibit D.
- D. Upon notice to the Artist, the Artist hereby grants the Trust the unilateral and unconditional right to assign this Agreement and all the rights, interests, warranties, obligations, and duties hereunder to the City of Oklahoma City.
- E. Termination for Default. The Trust may cancel this Agreement (with or without cause), in whole or in part, for failure of the Artist to fulfill or promptly fulfill its obligations under this Agreement.
- F. After due notice and thirty (30) days within which to correct the default, this Agreement may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Agreement terms

through no fault of the party initiating the termination. Upon termination for cause by the Trust, the Trust shall pay the Artist for all work and services rendered, up to the time of the effective date of termination.

- G. Termination herein shall not terminate or suspend any of the required provisions of the paragraph “Indemnity” of this Agreement.
- H. Severability. In the event that any provision, clause, portion or section of this Agreement is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Agreement.
- I. Entire Agreement. This Agreement, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Trust and the Artist concerning the Agreement. Neither the Trust nor the Artist has made or shall be bound by any agreement or any representation to the other concerning this Agreement, which is not expressly set forth herein.
- J. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.
- K. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Agreement

- L. Parties Bound. This Agreement shall be binding upon and inure to the benefit of all parties. This Agreement is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
- M. Venue of Actions. The parties agree that if any legal action is brought pursuant to this Agreement, such action shall be instituted in the District Court of Oklahoma County.
- N. Effective Date. The effective date of this Agreement shall be the date of execution of this Agreement by the Trust.

Section V-NOTIFICATION

- A. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery and receipt, if delivered personally, or sent by email confirmed by a response from the recipient, or sent by registered or certified mail with return receipt requested and postage prepaid, as follows:

If to the Arts Liaison, to: Arts Liaison, Office of Arts & Cultural Affairs
Oklahoma City Planning Department
420 W. Main, 9th Floor
Oklahoma City, OK 73102
arts@okc.gov

If to the Trust, to: The City of Oklahoma City
Department of Public Works
420 West Main Street, 7th Floor
Oklahoma City, OK 73102
Attn: Debbie Miller, P.E., Acting Director
debbie.miller@okc.gov

If to the Artist, to

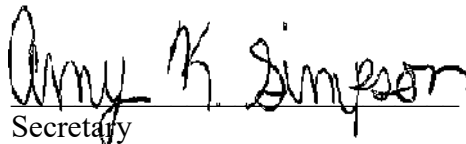
Anton R. T. Morton
8237 NW 99th St
Oklahoma City, OK 73162
director@everythingarts.com

Section VI-INDEMNIFICATION

Artist agrees to release, to defend, to indemnify and to hold harmless City and its officers, agents, and employees, from and against all claims, costs and damages, suits, expenses, liability actions or procedures of any kind or nature whatsoever arising out of Artist's activities under this Agreement.

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 Municipal Facilities Authority this 13TH
day of FEBRUARY, 2024.


Secretary

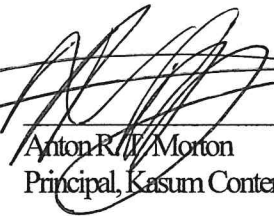



Chairman

APPROVED as to form and legality.


Assistant Municipal Counselor

Approved by Artist:


Anton R. Morton
Principal, Kasum Contemporary Fine Arts, Inc.

Subscribed and sworn to before me this 29 day of January, 2024.

Vanessa Gonzalez
Notary Public

My Commission Expires: 10/26/27

My Commission Number: 23014306



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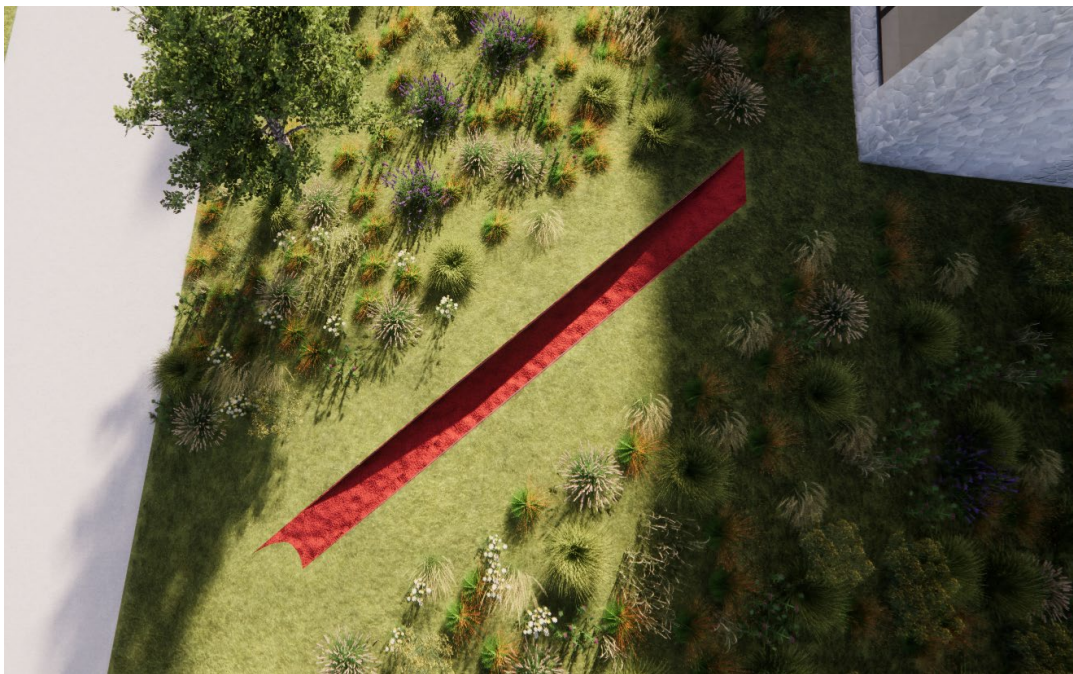
Exhibit A

Artist's Preliminary Conceptual Design

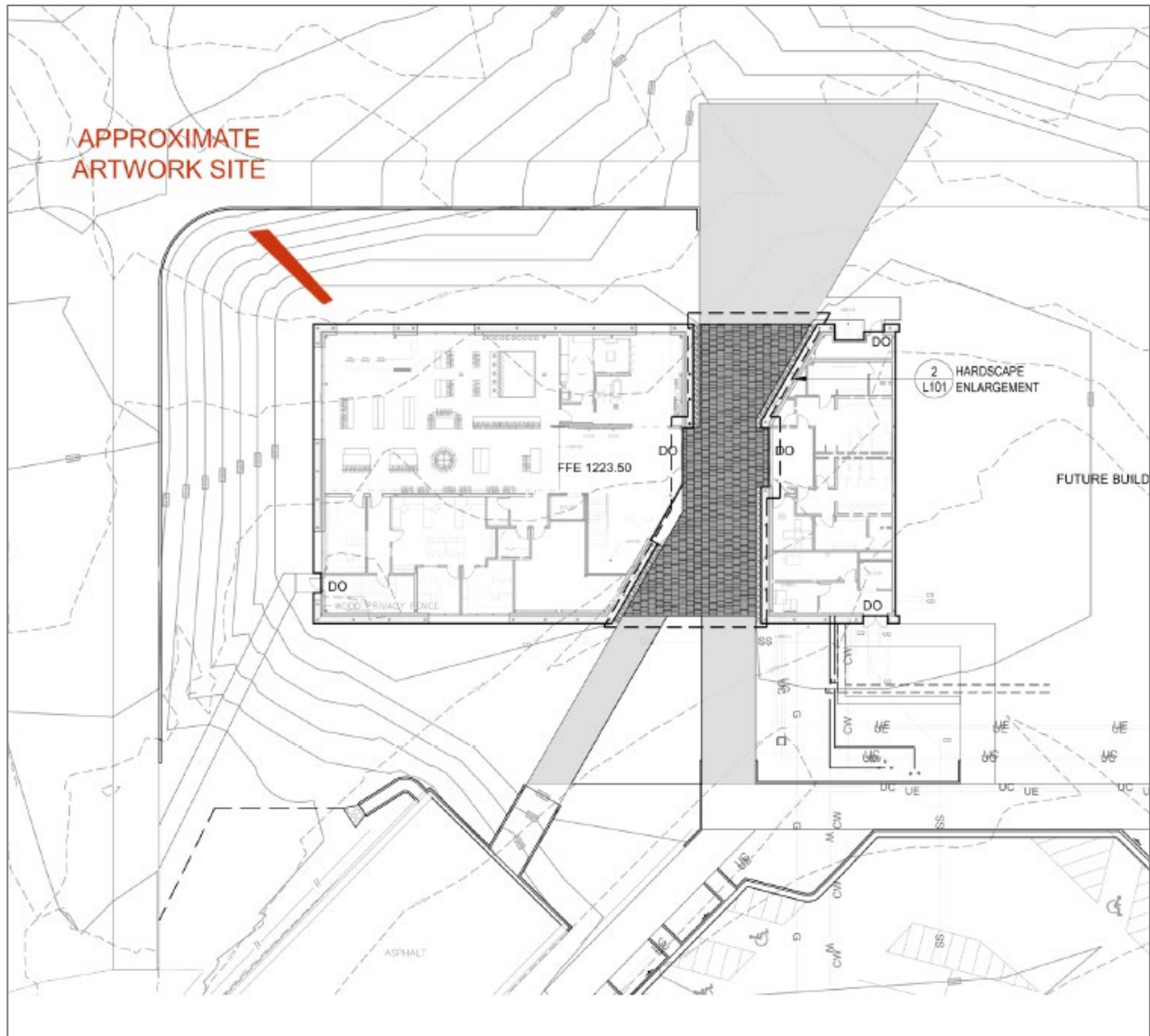
Cut Line



view from northeast



plan view



Artists' statement

A subtle yet powerful transformation of the site's topography connects the building to the landscape while paying homage to the shared philosophy of the clubhouse and course design, the competitive sport of golf, the northwestern location of the site and historic Native cultures in Oklahoma.

Durable material applications of polished 316 series stainless steel and industrial glass aggregate accentuate the building and surrounding landscape by complimenting materials and capturing sky, earth and sun in a constantly changing spectacle. Positioned on the NW corner of the site, the vertical walls of the Cut Line animate its depth with shadow play as curves converge and retract with the position of the sun's movement.

Exhibit B

Compensation and Payment Schedule

	Payment Due	Billing/Payment Amount	Payment rendered to deliver the Following:
Payment No. 1	Upon execution of Agreement, issuance of Purchase Order and Notice to Proceed, and receipt of invoice from Artist.	Artist will be paid \$4,760 for approximately 50% of total Project payment.	-Artist shall travel to the Location and make field verifications of all measurements and site conditions, as needed on recommendation by the Architect. -Artist shall collaborate with Architect to finalize Project design. -Artist shall submit all reports as requested by Trust.
Payment No. 2	After all Work described in payment No. 1 and in the right column of this row is successfully completed and after receipt of invoice from Artist.	Artist will be paid \$4,755 for approximately 50% of total Project payment.	-Artist shall provide Architect with final designs to be incorporated into Final Plans for Project No. MP-0591 Hefner Golf course Clubhouse
Total payments			\$9,515

Exhibit C

Non-Discrimination Statement

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO
AGREEMENT/CONTRACT AWARD**

Sign Here 

Signature of Individual

CEO

Title

Anton R. T. Morton

Printed Name of Individual

8237 NW 99th St

Kasum Contemporary Fine Art, Inc.

Company Name and Address

OKC, OK 73162

Zip Code

405-818-2174

Telephone Number and Fax Number if any

Exhibit D

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

Anton R.T. Morton CEO
Type Name of Authorized Agent/Representative Title
[Signature]
Signature
Kasum Contemporary Fine Art Inc
Company Name
8237 NW 99th St OKC, OK 73162
Address Zip Code
405 818 2174
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma

County of * Oklahoma SS.

[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this 19 day of January, 2020 by Anton R.T. Morton
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 23014306
[Oklahoma]

Banker
Type Name of Notary Public

My Commission Expires: 10/26/27
[Date/Year]

Vanessa Gonzalez
Signature of Notary Public

[49 Okla. Stat. 2011 §119]

September 2020

