

CITY OF OKLAHOMA CITY
1% FOR ART-PUBLIC ART COMMISSION AGREEMENT
PROJECT: SENIOR HEALTH AND WELLNESS CENTER NO. 3

THIS AGREEMENT, made and entered into this 25TH day of MARCH 2025, by and between the City of Oklahoma City, hereinafter called “City,” and artist Scott Henderson, dba Whiteboard Exhibits, hereinafter called “Artist,” for the design, creation, and painting of an untitled mural at Senior Health and Wellness Center No. 3, hereinafter called the “Work.”

Artist was selected pursuant to a competitive process by City for the design, creation, and painting of the Work at the location described in Exhibit A, hereinafter the “Location” and Artist is willing to provide such services and the Work, as set forth in the Artist’s Concept in Exhibit B, attached hereto and made a part of this Agreement. City desires to contract with Artist for the design, creation, and painting of the Work on such terms and conditions as hereinafter follow.

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

SECTION I: ARTIST’S 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, but the Arts Program Planner or his designee, hereinafter called “Arts Planner,” shall authorize all specific direction or responses to all requests of the Artist. Artist shall be responsible for the design, creation, and painting of the Work, and for all services and expenses associated

with its design, creation, and painting, including but not limited to all necessary supplies, materials, equipment, insurance, subcontracting costs, rental, delivery costs, and permit requirements. Artist shall design and create the Work to conform to the requirements of all City and State of Oklahoma laws, ordinances, codes, regulations, and requirements which affect completion of the Work. If requested, Artist shall assist in filing any documents required to secure approval of any governmental authorities having jurisdiction.

A. Commencement of Work

1. Work shall commence upon Artist's receipt of the executed Agreement, Purchase Order, and a written Notice to Proceed authorized by the Arts Planner.
2. The goal of the parties is for Artist to design, create, and paint the Work as illustrated and described in the Artist's Concept in Exhibit B. In addition, Artist shall design, create, deliver, and install an appropriate art identification marker, or paint one integral to the work, which shall be developed in accordance with current standards promulgated by the Oklahoma City Arts Commission.
3. The Work represents the creative talents of the Artist and satisfies the specifications of the City. 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 City as needed to prepare Drawings and Specifications to the satisfaction of the City, according to recommendations made by the Selection Committee and/or the Arts Commission.
2. Artist or his appointed representative(s) shall coordinate with Arts Planner and travel to the Location as often as necessary to field verify measurements, siting requirements, and conditions of the Location of the Work.
3. Artist may be required to complete Other Information. Additional drawings may be requested for review and permitting purposes. Any Other Information required shall be requested from Artist in writing. Artist shall then be allowed at least thirty (30) days to provide the requested information.
4. Artist shall avoid the use of materials or finishes known to be hazardous or potentially hazardous, including asbestos or any derivative thereof. Artist shall report to the Arts Planner any material or finish hazard, and any action taken by Artist to minimize or eliminate hazards.

C. Drawings and Specifications

1. Artist shall complete Drawings and Specifications which shall be submitted to the Arts Planner for review.
2. Creation may begin once all plans are reviewed and approved by the Arts Planner or his designee.

3. During the term of this Agreement, Artist shall send a weekly Progress Report (Report) by the 2nd business day of each week to arts@okc.gov. Reports must provide adequate verifiable detail to ensure that development of the Work is progressing according to the agreed Project Schedule, including but not limited to quotes, invoices received, and invoices paid. During creation, Artist shall include images of the contracted creation with each monthly Report. Once creation of the Work is completed, Artist shall submit a Final Report to the Arts Planner certifying that the Work is complete.

D. Delivery and Painting Phase

1. The Work shall not be delivered to the Location until Artist has received written authorization from the Arts Planner that the specific painting plans submitted by Artist have been approved by the City, which authorization shall not be unreasonably withheld.
2. Artist shall paint the Work at the Location in Exhibit A. Artist shall be responsible for all expenses, labor, and equipment involved with the painting of the Work.
3. 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 Planner. It is hereby specifically agreed that the risk of loss or damage shall be borne by City prior to final acceptance of the Work during such period of time as the partially or wholly completed Work is in the custody, control or supervision of City or its agents. Artist shall provide the Arts

Planner and City with at least a seven (7) day notice of the proposed date of completion of the Work.

4. Arrangements for access to the Location for painting of the Work shall be authorized through the Arts Planner, and access thereto shall not be scheduled until City has received from Artist all insurance verifications as required in Section X. 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 Planner.
5. Artist shall notify the Arts Planner in writing when the Work is completed, and all services have been completed, to secure final acceptance by City.
6. The anticipated Project Schedule that includes completion is described in Exhibit C, attached to this Agreement.
7. A Preliminary Maintenance Plan is attached as Exhibit D to this Agreement. Artist shall provide a detailed Maintenance Plan for the Work. Since the Maintenance Plan is subject to change, based on finalized construction methods and/or material selection, it shall be submitted within 30 days following Final Acceptance of the Work.

Section II-CITY'S RESPONSIBILITY

- A. City shall provide all available information, including requirements and specifications, for the Location of the Work shown on Exhibit A. All specifications shall be provided as authorized through the Arts Planner.

- B. City shall examine materials and information submitted by the Artist, and promptly render decisions pertaining thereto, to avoid unreasonable delay in the progress of the Work - unless City must rely on a third-party Conservator or other expert for decisions. Response to the Artist's written request for decisions related to the Work shall be made in writing as soon as reasonably possible.
- C. City shall provide final acceptance of the Work to be effective as of the earlier to occur of (1) the date of the City's notification of final acceptance; or (2) the 30th day after the Artist has sent written notice to the Arts Planner as required under Section I.D.5., unless the Arts Planner, upon receipt of such notice and prior to the expiration of the 30-day period, gives written notice to the Artist specifying and describing the services which have not been completed.
- D. City shall provide technical assistance and recommendations to Artist, through the Arts Planner, to secure all required reviews, licenses and similar legal authorizations, and permitting for the Work as may be necessary for the painting and maintenance of the Work at the Location until final acceptance by City.

Section III-COMPENSATION AND PAYMENTS

Compensation and payment to Artist for services under this Agreement shall not exceed Thirty-eight thousand dollars (\$38,000).

- A. Following approval of this Agreement by City, payments shall be made to Artist in full consideration of the design, creation, and painting of the Work as described in the Compensation and Payment Schedule (hereinafter Schedule), attached hereto as Exhibit E.

- B. All requests for payment shall be submitted to the Arts Planner for review and approval and shall be in accordance with City procedures for processing Artist's Requests for Payment, described in Exhibit F attached to this Agreement.

Section IV-TERMINATION OF AGREEMENT

If either party willfully or negligently fails to fulfill in a timely manner any of the stipulations of this Agreement, or otherwise violates such stipulations or commits an event of default hereunder, then the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party by certified mail, return receipt requested, or by sending an email confirmed by a response from the recipient or by a printed email send receipt, of said party's intent to terminate and specifying the grounds for the termination. The defaulting party shall have thirty (30) days after receipt of a Termination Notice to cure the default described in the Termination Notice. If the default is not cured, then this Agreement shall terminate without further required action of the party giving notice. City may terminate this Agreement at any time, for convenience, when it is in the best interest of the City to do so. Written notice of such action shall be provided in writing to Artist, in this event.

A. Termination by Artist

If this Agreement is terminated by Artist before painting of the Work without fault on the part of the City, Artist shall refund to City all monies paid by City to Artist for the performance of work under this Agreement. Artist may then retain the Work, together with any models, plans or drawings and all materials and supplies purchased for the Work, for

Artist's own use, without restrictions. Nothing in this section shall prevent City from pursuing a remedy otherwise available to it in law or equity.

B. Termination by City

1. In the event this Agreement is terminated by City without fault on the part of Artist, Artist shall be paid an amount equal to the percentage of the Work done at the time the Agreement is terminated, as determined by the Schedule attached to this Agreement as Exhibit E. If payments previously made to Artist exceed the total amount due, Artist shall refund to City all funds in excess of amount due according to the Schedule. Artist shall retain the Work, together with any models, plans, or drawings and all materials and supplies purchased for the Work, for Artist's own use without restrictions. Nothing in this section shall prevent Artist from pursuing a remedy otherwise available to it in law or equity.
2. In the event this Agreement is terminated by City for fault on the part of Artist, or in the event of any breach of the terms of this Agreement by Artist, Artist shall refund to City all monies paid by City to Artist for the performance of work under this Agreement. Artist may then retain the Work, together with any models, plans or drawings and all materials and supplies purchased for the Work, for Artist's own use without restrictions. Nothing in this section shall prevent City from pursuing a remedy otherwise available to it in law or equity.

Section V-GENERAL CONDITIONS

- A. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.
- B. The terms of this Agreement constitute the entire understanding between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement may only be amended or modified by mutual consent of the parties hereto, in writing signed by both parties.
- C. Neither the performance of this Agreement, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Artist without the prior written consent and approval of City.
- D. Death of the Artist shall terminate this Agreement, and City shall be entitled to the Work in whatever form it exists at that time, as its sole property.
- E. Nothing contained in the terms of this Agreement shall create or give to third parties any claim or right of action against City.
- F. Artist shall protect Location property and City structures, including but not limited to buildings, building interiors, swimming pool water, flooring, drywall, roads, sidewalks, parking lots, and other elements near the location of the Work, from paint, dust, dirt, rubbish, or other nuisance arising out of Artist's operations or storage practice. The repair

of or compensation for damage to City property due to negligence or lack of adequate protection on the part of Artist shall be at no cost to City.

- G. Artist shall perform no construction operations of any nature on, over, or across premises, except such construction operations as are specifically authorized in Artist's plans or specifications, or as otherwise authorized in writing by Arts Planner.
- H. Artist shall comply with all applicable laws, statutes, ordinances, regulations, and administrative requirements, including but not limited to safety and engineering regulations and requirements of the City.
- I. Directly upon completion of the painting of the Work, Artist shall remove from Location all equipment and any waste materials not previously disposed of, leaving Location thoroughly clean and ready for City's final inspection.
- J. Painting and worker safety shall comply with all applicable Oklahoma laws and regulations.
- K. Artist shall be responsible for all mailing, shipping, transportation, and travel expenses required under this Agreement, and for all Federal and State income taxes on the total compensation from this Agreement, as well as any State and City sales tax which may be required.
- L. Artist, and all agents and employees of Artist, shall observe and comply with all prevailing Federal, State and City laws, ordinances, regulations, and requirements which in any way affect conduct or Work under this Agreement.

- M. Artist agrees, in connection with the performance of work under this Agreement, that Artist will not unlawfully discriminate, as prohibited in the Non-Discrimination Statement, attached to this Agreement as Exhibit G hereto. Further, any violation of such provisions shall constitute a material breach of this Agreement.
- N. Artist states that Artist has not been a party to any collusion in the Artist's selection, preparation of the Conceptual Design Report, or in connection with the award or approval of this Agreement as fully described on the Non-Collusion Affidavit, Exhibit H attached to this Agreement.
- O. Prior to beginning the Work, Artist shall furnish to the Arts Planner for approval any names of collaborators, makers, or fabricators to be used on the Work. Any subsequent changes thereto are subject to the approval of the Arts Planner and shall be in writing.
- P. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Oklahoma, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Oklahoma, in Oklahoma City.

Section VI-NOTIFICATION

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, printed "sent" receipt,, or sent by registered or certified mail with return receipt requested and postage prepaid, as follows:

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

If to the City, to: City Clerk
The City of Oklahoma City
200 N. Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov

If to the Artist, to: Scott Henderson dba Whiteboard Exhibits
8614 N Georgia Ave
Oklahoma City, OK 73114
scott@whiteboardexhibits.com

Section VII-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.

Section VIII-ARTIST'S REPRESENTATIONS AND WARRANTIES

- A. Defects in Material or Workmanship and Inherent Vice. Artist warrants that the Work will be free of defects in workmanship or materials, including inherent vice, and that Artist will at Artist's own expense, promptly remedy any defects that arise within a period of three (3) years from the date the Work is finally accepted by City, except for unforeseen changes in environmental conditions or changes to the Location by City or by third parties affecting the Work site (including but not limited to, damage by car or other vehicle or equipment, intentional vandalism, tornado, windblown objects or hail). Artist further warrants that the

Work will not require maintenance substantially more than that described in the recommendations provided by Artist to City, beginning the date the Work is finally accepted by City. The Preliminary Maintenance Plan is attached hereto as Exhibit D. “Inherent vice” refers to a quality within the material or materials that comprise the Work which, either alone or in combination, results in the tendency of the Work to destroy itself. City agrees that it will exercise reasonable care and diligence to prevent conditions that may damage or otherwise degrade the materials and structure of the work.

- B. Title. Artist warrants that the Work is solely the result of the artistic efforts of Artist and that it will be installed free and clear of any liens, claims or other encumbrances of any type.
- C. Unique. Artist warrants to the best of the Artist’s knowledge that the Work is unique and an edition of one and does not infringe upon any copyright, and that Artist will not execute or authorize another to execute another Work of the identical design as the Work commissioned pursuant to this Agreement. This warranty shall continue in effect for a period consisting of the life of Artist plus 50 years. Artist hereby acknowledges that the aforementioned warranty shall be binding on Artist’s heirs and assigns.

Section IX-EXCUSE OR SUSPENSION OF CONTRACTUAL OBLIGATIONS

The parties shall be excused from performing an obligation under this Agreement if performance of that obligation is prevented by a condition beyond the control of the parties, such as acts of God, war, public emergency or strike or other labor disturbance. An obligation affected by a condition beyond the control of the parties shall be suspended only for the duration of the

condition, unless otherwise agreed by the parties. Both parties shall take reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. The Project Schedule in Exhibit C will be equitably adjusted to reflect delays in the work that are not the fault of the parties.

Section X-INSURANCE TYPE, AMOUNT, AND DURATION

Liability and Property Damage Insurance. Artist assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Oklahoma City harmless from damages or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Artist's operations and transportation of Artist's or the City's equipment to and from Location regardless of fault and arising from acts or omissions of its employees regardless of fault and Artist shall indemnify, defend, and save harmless the City of Oklahoma City from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

In this connection, the Contractor shall carry Worker's Compensation in accordance with Oklahoma State Laws, and General Liability Insurance in the following amounts:

Property Damage Liability. Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) for claims of any one person, or for any number of claims, for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability. In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability. In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Automobile Liability Insurance. Artist shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment when said equipment is utilized to meet the requirements of this Agreement.

Transit Insurance. Artist shall maintain insurance protecting the Work or components of the Work while being transported or in transit by any means, with aggregate limits of not less than the full replacement value of the Work or combined components of the Work, as described herein.

The insurance policies required pursuant to this Agreement shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to the City of Oklahoma City. The City shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements, and as otherwise set forth herein, and shall state that such insurance shall not be changed or canceled without ten days' prior written notice to the City of Oklahoma City. All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Artist shall also provide tail coverage that extends a minimum of two years from the expiration of this Agreement. All policies must be fully insured with any single deductible not exceeding \$25,000. Certificates of Insurance shall be delivered to the City of Oklahoma City prior to issuance of a Purchase Order. **The City of Oklahoma City shall be listed as the Certificate Holder. The policy description shall state the following: "The City of Oklahoma City and its' Trusts are additional insureds on all policies as required by the contract."**

Unless otherwise approved by the City prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Contractor's self-insured retention. Artist's verification of insurance is attached to this Agreement as Exhibit I hereto.

Section XI-OWNERSHIP

Title: Title to the Work shall remain with Artist until Artist is paid in full pursuant to Section III hereinabove.

Section XII-EXPLOITATION OF THE WORK AND REPRODUCTION RIGHTS

- A. Copyright. Subject to section XIII of this Agreement, Artist shall retain all rights under 17 U.S.C. §101 et seq. (the Copyright Act of 1976), and all other rights in and to the Work, except ownership and possession, and except as otherwise provided in this Agreement. City shall have ownership and possession of the Work pursuant to this Agreement, but shall not own the copyright to the Work, which shall be retained by Artist.
- B. Reproductions. City, or parties designated by the City, in exercise of its exclusive ownership and possession, may make, or authorize the making of, photographs and other two-dimensional reproductions of the Work for educational, public relations, arts promotional, and other non-commercial purposes. In the case of such use by City, the Artist shall be entitled to customary and appropriate identification as the creator of the Work as follows: Scott Henderson © 2025. Such notice shall also be affixed to the Work in its Location of permanent display and at any Location of public display or exhibition.

- C. City's Credit. Artist agrees that all references made by Artist to the Work shall include the following credit line: "Commissioned under Oklahoma City's 1% for Art Ordinance" or equivalent, and that Artist shall make a good faith effort to ensure that any and all references to the Work by others shall include the same credit.
- D. Documentation.
1. During painting Artist shall provide the City with one or more publication quality photos of the work in progress, accurate in color and detail and in .jpg format.
 2. After completion, and within thirty (30) days following painting of the Work Artist shall provide the City with one or more publication quality photos of the Work, accurate in color and detail and in .jpg format.
- E. Photography. Upon reasonable notice to City, Artist or Artist's designee shall be permitted to enter upon the premises at a mutually convenient time or times to reproduce by photographic or other means, the Work described herein.
- F. Publicity. The City grants to the Artist the right to use the City's name and project name and description for non-commercial purposes relating to the Work, such as to identify the Work as part of Artist's portfolio, promotional and marketing materials including, but not limited to, on Artist's website, and in third party publications or media.

Section XIII-CARE OF WORK, REPAIR AND RESTORATION AND RIGHT OF RECOVERY

All parties to this Agreement including Artist, by their signatures to this Agreement, acknowledge and agree that application of certain provisions of the Visual Artists Rights Act

(VARA) 17 U.S.C. § 106A et seq., will be waived by Artist. A VARA waiver signed by Artist is attached to this Agreement as Exhibit J hereto.

However, the City promises Artist that:

- A. The City shall not intentionally destroy, damage, alter, modify, or change the Work except when the condition, safety or security of the Work cannot be guaranteed as determined by the City.
- B. It is the policy of the City to consult with Artist regarding repairs and restoration which are undertaken during Artist's lifetime, when that is practicable. To facilitate consultation, Artist shall notify the City of any change in Artist's permanent address, email address or contact telephone number. If Artist is unable or unwilling to perform any necessary repairs or restoration, or if the City desires to use someone other than Artist to repair or restore the Work, the City shall have such Work performed in accordance with recognized best practices and in accordance with Artist's Drawings and Specifications.
- C. When practical to do so, the City shall notify Artist of any proposed alteration of the Location that would affect the intended character and appearance of the Work and shall consult with Artist in the planning and execution of any such alteration. City shall make a reasonable effort to maintain the integrity of the Work.
- D. Nothing in this Section XIII shall preclude any right of the City to remove the Work from public display or to relocate the Work, temporarily or permanently, to a Location not specified in Exhibit A.

Section XIV-REPUTATION

- A. City's Commitment. The City agrees that it will not use the Work or Artist's name in a way which reflects discredit on the Work or on the names or reputation of Artist as an Artist. In the event the Work is in some way represented in a way not intended by Artist, Artist shall have the right to request that the Work no longer be represented as the Work of Artist.
- B. Artist's Commitment. Artist agrees that Artist will not refer to the Work or reproduce the Work, or any portion thereof, in a way which reflects discredit on the City or the Work.

Section XV-NO ASSIGNMENT OR TRANSFER

The personal skill, judgment and creativity of Artist are essential elements of this Agreement. Therefore, although the parties recognize that Artist may employ qualified personnel to work under Artist's supervision, Artist shall not assign, transfer, or subcontract the creative and artistic portions of the Work to another party without the prior written consent of the City through the Arts Planner.

XVI-SUCCESSORS AND ASSIGNS

The City and Artist each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party, in respect to all covenants of this Agreement to the extent the law allows. Artist shall not assign, sublet, or transfer Artist's interest in this Agreement without the written consent of the City, through the Arts Planner. In no event shall Artist attempt to create a contractual relationship between any third party and the City.

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 25TH day
of MARCH, 2025.

Amy K. Simpson
City Clerk



David Holt
MAYOR

APPROVED as to form and legality

Rita E. Douglas-Tally
Assistant Municipal Counselor

X

ARTIST

Scott Henderson
Scott Henderson

Subscribed and sworn to before me this 20th day of February, 2025.

Shyla Vail Hoehler
Notary Public

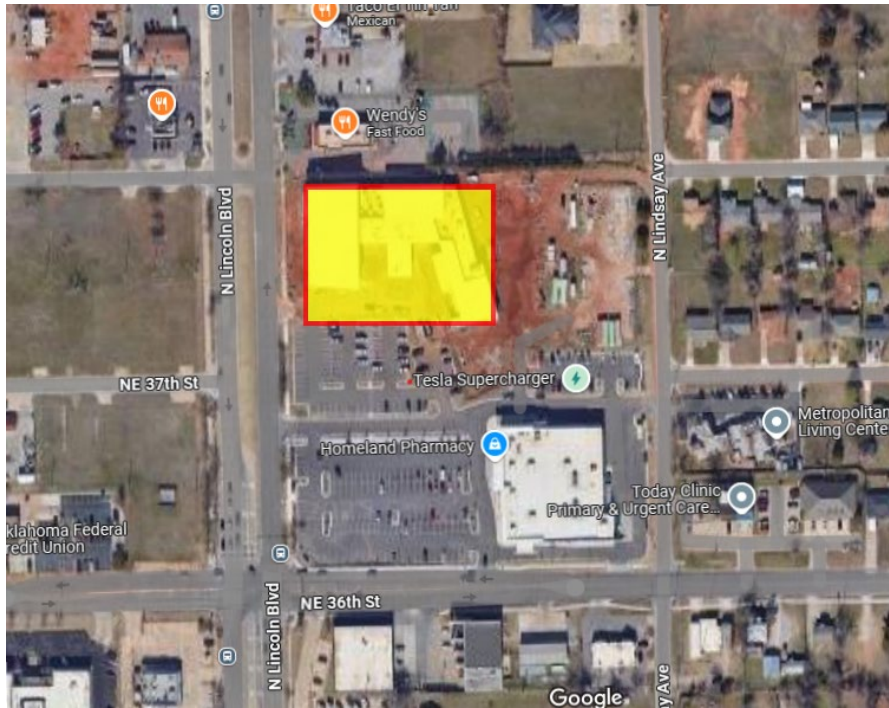


My Commission Expires: 03/29/2026

My Commission Number: 22004348

Exhibit A

Location



The image represents the location of the Senior Health and Wellness Center No. 3 at 3748 North Lincoln Boulevard, Oklahoma City, OK 73111. The yellow rectangle indicates the exact location of the building on the map.



The image above is an exterior view of the Senior Health and Wellness Center No. 3.



The image above shows the natatorium located inside the Senior Health and Wellness Center No. 3. The yellow rectangle indicates the exact location of the Work.

Exhibit B

Artist's Concept

Artist's complete Conceptual Design Report included here by reference.



The above image is a mockup/rendering of the Artist's Work, which is currently untitled. The work will be an approximately 1500 sq ft mural painted directly onto the surface of the wall.

Exhibit C

Project Schedule

Artist estimates that the completion of the Work will take approximately 200 hours (25 days) from the issuance of the Notice to Proceed (NTP).

Exhibit D

Preliminary Maintenance Plan

As provided by Artist:

Prior to painting the Work, the surface will be lightly sanded and prepped to ensure a strong application. Upon completion of painting, the Work will be sealed with a mural protectant solution to extend the life span of the Work.

Artist will periodically check on the condition of the mural. Artist will check for any fading, graffiti, chipping, or any other surface wear. Any problems noticed will be resolved within one month depending on scale.

Annual costs to repair work, if needed, should not exceed 400.00, unless extreme damage from unforeseen vandalism or acts of God.

Exhibit E

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; receipt of Certificate of Insurance and receipt of invoice from Artist.	Artist will be paid \$15,120 as follows: 100% of materials costs of \$5,350; 100% of apprentice costs of \$5,000; 20% of artist fee costs of \$23,850 equaling \$4,770	<ul style="list-style-type: none"> • Artist shall complete drawings and specifications to the satisfaction of the City. • Artist or local representative shall travel to the Location as necessary to field verify and coordinate with staff and consultants regarding the Location of the Work • Artist shall purchase materials and/or Work components • Artist shall initiate creation of the Work • Artist shall obtain all required insurance • Artist shall submit all reports on time as determined by this Agreement
Payment No. 2	After all Services described in payment No. 1 are successfully completed and after receipt of invoice from Artist.	Artist will be paid \$11,440 as follows: 40% of artist fee costs of \$23,850 equaling \$9,540; 50% of contingency costs of \$3,800 equaling \$1,900	<ul style="list-style-type: none"> • Artist shall continue creation of the Work • Artist shall begin site work at the Location • Artist shall submit all reports on time as required by this Agreement
Payment No. 3	After all Services described in Payment No. 3 and in the right column of this row are successfully completed and after receipt of final invoice from Artist.	Artist will be paid \$11,440 as follows: 40% of artist fee costs of \$23,850 equaling \$9,540; 50% of contingency costs of \$3,800 equaling \$1,900	<ul style="list-style-type: none"> • Artist shall complete painting of the Work • Artist shall install or paint art identification marker • Artist shall provide publication photos of the work to the Arts Planner • Artist shall provide a final maintenance plan for the work to the Arts Planner • Artist shall submit all reports on time as required by this Agreement •
Total payments			\$38,000

Exhibit F
Requests for Payment

Contracted Artist should submit invoices for payment and processing by email to:
arts@okc.gov.

Invoices must be addressed to:

City of Oklahoma City
Planning Department
420 West Main, Suite 900
Oklahoma City OK 73102

The invoice should have an invoice number and reference the Purchase Order (PO) number that is part of the Work Order that will be issued to Artist when provided a Notice to Proceed. Invoices shall not include any costs related to other projects. The Planning Department shall endeavor to authorize payment for goods or services received in a timely manner.

The City of Oklahoma City hereby notifies the Artist that Artist, or any vendor who accepts payment, confirms the following:

- The invoice is true and correct.**
- The work, service, or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished the Artist.**
- Artist has made no offer of money or anything of value, directly or indirectly, to any elected official, officer, or employee of City.**

Payments will be processed promptly after receipt of properly prepared invoice(s).

Exhibit G

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

<u>Sign Here</u> <input checked="" type="checkbox"/> <u>SCOTT HENDERSON</u>	artist
Signature of Individual	Title
Scott Henderson	
Printed Name of Individual	
Whiteboard Exhibits LLC 8614 N Georgia	
<u>Ave. Oklahoma City, Ok 73114</u>	
Company Name and Address	Zip Code
405-315-6067	
Telephone Number and Fax Number if any	

Updated February 2017

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 ←

Scott Henderson Artist
Type Name of Authorized Agent/Representative Title
Scott Henderson
Signature
Whiteboard Exhibits LLC
Company Name
8614 N. Georgia Ave 73114
Address Zip Code
(405) 315-6067
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 20 day of February by Scott Henderson
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 22004348
[Oklahoma]

Shyla Vail Hohler
Type Name of Notary Public

My Commission Expires: 03/29/2026
[Date/Year]

Shyla Vail Hohler
Signature of Notary Public

[49 Okla. Stat. 2011 §119]

Exhibit I
Verification of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern Pillars Insurance Group, LLC PO BOX 722795 Norman OK 73070 INSURED Whiteboard Exhibits, LLC 8814 N. Georgia Ave Oklahoma City OK 73114	CONTACT NAME: Deanne Pyeatt PHONE (A/C, No, Ext): (405) 500-1600 FAX (A/C, No): (405) 561-4026 E-MAIL ADDRESS: Deanne@spigok.com INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">INSURER A: Scottsdale Insurance Company</td><td style="width: 30%;">NAIC # 41297</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Scottsdale Insurance Company	NAIC # 41297	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Scottsdale Insurance Company	NAIC # 41297												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES		CERTIFICATE NUMBER: CL2391100498		REVISION NUMBER:			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	CPS7861985	09/07/2024	09/07/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine-All covered property in any one occurrence limit of insurance			CPS7861985	09/07/2023	09/07/2024	Limit of Insurance 45,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks: Schedule, may be attached if more space is required) The City of Oklahoma City and its' Trust are additional insureds on the General Liability policy as required by the contract. Insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City.							

CERTIFICATE HOLDER CITY OF OKLAHOMA CITY Attn: Office of Arts & Cultural Affairs 420 W Main 9th Floor Oklahoma City OK 73102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Exhibit J
VARA Waiver

General VARA Waiver for Works of Visual Art

To be completed by the Artist, Property Owner, and Purchaser (if different than Property Owner)

I, Scott Henderson (printed name of Artist) hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, "VARA"), as well as any other rights of the same or similar nature granted by other federal, state, or international laws, that may accrue to me with respect to a certain work of art (Work):

Title of Work:

UNTITLED

Description of Work (dimensions, media/materials): Mural for the swimming pool area at the Wellness Center #3
1500 sq ft mural painted directly onto the surface of the wall.

Location/Address:

Senior Health and Wellness Center #3 at 3748 North Lincoln Boulevard, Oklahoma City, OK 73111

Initial the following:

 x I hereby acknowledge and attest that I am an author of the Work and I am authorized and fully capable of waiving the rights conferred by VARA, in accordance with the waiver provision of 17 U.S.C. § 106A(e)(1).

 x I hereby acknowledge that the Work will be placed in the Location and will be, therefore, accessible to the public and be subject to environmental and other factors, both known and unknown.

 x I further acknowledge that the Work may be destroyed, in whole or in part, for any reason or no reason, including, but not limited to, abuse, vandalism, neglect, property destruction, pestilence, repairs or renovations to the Location, or any other necessity otherwise occasioned, which requires removal of the Work, in whole or in part, from the Location.

Therefore, of my own free act, I hereby waive my VARA rights with respect to the uses specified above and acknowledge that the City of Oklahoma City (City), or anyone duly authorized by the City, may have cause to remove said Work when to do so is determined to be in the best interest of the City. I hereby further acknowledge a requirement for removal of the Work to accomplish the best interests of the City may occur, and the removal requirement on the part of the City may occur without opportunity for prior notice to me.

As such, and of my own free will, I hereby permanently and irrevocably waive any and all VARA rights pursuant to 17 U.S.C. § 106(a)(3) to prevent any removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work for any reason or no reason, and for any use of the Work that is undertaken that results in the removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. § 106A(a)(1) or § 106A(a)(2).

Signature of Artist: SCOTT HENDERSON Date: 02/21/25

I, (printed name of purchaser if different than property owner) do hereby acknowledge the VARA rights of attribution and integrity of Artist, including a copyright interest, as set forth above, and hereby commission Artist to create a Work for enhancement of the property at the Location set forth above.

Signature of Purchaser: _____ Date: _____