

CITY OF OKLAHOMA CITY  
1% FOR ART-PUBLIC ART COMMISSION AGREEMENT  
PROJECT: DOUGLASS PARK DUGOUT MURALS

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_ 2022, by and between The City of Oklahoma City, hereinafter called “City,” and artist Anthony Chase dba Tony Thunder Designs, hereinafter called “Artist,” for the design and painting of murals collectively titled ***Rise Up O Douglassites*** on the exterior walls of two dugouts at the Douglass Park baseball field, hereinafter called the “Work.”

Artist was selected pursuant to a competitive process by the City for the design 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 Exhibit B, attached hereto and made a part of this Agreement. City desires to contract with Artist for the design 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 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, but the acting Arts Liaison or his designee, hereinafter called “Arts Liaison,” shall authorize all specific direction or responses to all requests of the Artist. Artist shall be responsible

for the design and painting of the Work, and for all services and expenses associated with the design and painting of the Work, including all necessary supplies, materials, equipment, and permit requirements. Artist shall design and paint 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 all governmental authorities having jurisdiction.

A. Commencement of Work

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 design, fabricate, deliver, and install the Work as described 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 shall travel to the Location as necessary to field verify and coordinate with Staff regarding the Location and 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 Liaison any material or finish hazard and any action taken by Artist to minimize or eliminate hazard.

C. Drawings and Specifications

1. Artist shall complete Drawings and Specifications which shall be submitted to the Arts Liaison for review.
2. Painting of the Work may begin once all plans are reviewed.
3. During the term of this Agreement, Artist shall send monthly progress reports by the 5th business day of each month to [okcart@okc.gov](mailto:okcart@okc.gov). During fabrication, Artist shall include images of fabrication with the monthly Progress Report. Once painting of the Work is completed, Artist shall submit a Final Report to the Arts Liaison certifying that the Work is complete.

D. Delivery and Installation Phase

1. The Work shall not be delivered to the Location or painted until Artist has received written authorization from the Arts Liaison 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 installation 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 Liaison, except 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 Liaison and City with at least a thirty (30) day notice of the proposed date of completion.
4. 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 a Certificate of Insurance as required in Section X. Upon prior arrangement, access may be scheduled for weekends and evenings as well as during normal business hours, as authorized by the Arts Liaison.
5. Artist shall notify the Arts Liaison 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. Artist shall prepare or cause to be prepared a detailed Maintenance Plan for the Work. The Maintenance Plan is subject to changes based on finalized construction methodology and/or material selection and shall be submitted within 30 days following Final Acceptance of the Work. A Preliminary Maintenance Plan is attached as Exhibit D to the Agreement.

## Section II-CITY'S RESPONSIBILITY

- A. City shall provide all 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 Liaison.
- 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 30<sup>th</sup> day after the Artist has sent written notice to the Arts Liaison as required under Section I.D.5., unless the Arts Liaison, 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 Liaison, to secure all required reviews, licenses and similar legal authorizations, licensing and permitting for the Work as may be necessary for the installation and maintenance of the Work at the Location until final acceptance by City.

### Section III-COMPENSATION AND PAYMENTS

- A. Following approval of this Agreement by City, payments shall be made to Artist in full consideration of the design and painting of the Work as described in the Compensation and Payment Schedule, attached hereto as Exhibit E.
- B. All requests for payment shall be submitted to the Arts Liaison for review and approval and shall be in accordance with City Procedures for processing Artist claims for Payment, described on Exhibit F attached to this Agreement.
- C. The time of completion is of the essence of the Agreement. Artist understands and agrees that the completion date for the design, fabrication, delivery, installation, and acceptance of the Work is close of business, September 6, 2022. The Work may be installed and accepted on an earlier date by agreement by City and Artist. The Work may be installed and accepted on a later date only if the design and painting has been delayed by the action of City or its contractors; or, by events beyond the control of Artist and City, such as weather, riot, or governmental emergency. Such events must be documented in Artist's required monthly progress reports as described in Section I.C.3. of 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 sending an email confirmed by a response from the recipient, of its 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 installation 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.

##### B. Termination by City

1. In the event this Agreement is terminated by City without fault on the part of Artist, Artist shall be entitled to a final payment or settlement as set forth in either of the following options set forth in this paragraph, as Artist deems appropriate. Exercise

of either of these options by Artist shall not prevent Artist from pursuing a remedy otherwise available in law or equity.

- a. 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 Compensation and Payment Schedule attached to this Agreement as Exhibit E. The Installation Phase shall be included when computing the percentage of Work completed. If payments previously made to Artist exceed the total amount due, then Artist shall deliver to the City the Work in whatever form it exists at the time of termination, which shall then become the property of City for use without restriction, except that it shall not be represented to be the Work of the Artist; or
  - b. Artist may refund to City all monies paid by City prior to the time of termination and shall 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.
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, City may require either of the options that would have been available to Artist in this section. Exercise of either of these options by City shall not 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, roads, public streets, sidewalks, and landscape elements 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 Liaison.
- 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 installation 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. Installation and worker safety shall be in conformance with Oklahoma laws and regulations.
- K. Artist shall be responsible for all mailing, shipping, transportation, and travel expenses required under this Agreement, and 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 discriminate in accordance with the Non-Discrimination Statement, attached to this Agreement 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 Liaison for approval any names of collaborators, makers, or fabricators to be used on the Work. Any subsequent changes are subject to the approval of the Arts Liaison.
- 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

- 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, 9 <sup>th</sup> Floor Oklahoma City, OK 73102 <a href="mailto:okcarts@okc.gov">okcarts@okc.gov</a>
If to the City, to:	City Clerk The City of Oklahoma City 200 N. Walker Avenue, 2 <sup>nd</sup> Floor Oklahoma City, OK 73102 <a href="mailto:cityclerk@okc.gov">cityclerk@okc.gov</a>
If to the Artist, to:	Anthony Chase 1402 NW 21st Street Oklahoma City, OK 73106 <a href="mailto:tonythunder89@gmail.com">tonythunder89@gmail.com</a>

#### 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 and 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

Artist shall procure, prior to entering the Location to install the Work and maintain until final acceptance of the Work by Arts Liaison:

- A. General Commercial Liability Insurance with responsible insurance underwriters acceptable to City, insuring City and Artist against all legal liability for injuries to persons caused by Artist's use and occupancy of the premises or otherwise caused by Artist's activities and operations on said premises, with liability limits of not less than those established in the Governmental Tort Claims Act, 51 Oklahoma Statutes § 151 et seq., for accidental and personal injury. Currently, those limits are \$175,000 for a claim for any other loss arising out of a single act, accident, or occurrence.
- B. Employers' Liability Insurance and/or Workers' Compensation Insurance, to the extent and in the manner required by the statutes of the State of Oklahoma. Artist shall furnish Arts Liaison and City with a certificate of such insurance, which shall provide that City is an additional insured under said policy or policies and that said policy cannot be canceled except upon thirty (30) days advance written notice to City. An Oklahoma Workers' Compensation Certificate of Noncoverage for Artist and for each employee or of Artist will be accepted in lieu of workers' compensation coverage.

- C. Insurance protecting the Work or components while being transported or in transit by any means, with aggregate limits of not less than \$24,000.
- D. If the Policy limits are aggregate in nature, then Artist shall request from insurance provider evidence that there is adequate remaining coverage to assure compliance with the provisions of this Agreement. Artist shall furnish Arts Liaison and City with a certificate of such insurance which shall provide that City is an additional insured under said policy or policies and that said policy or policies will not be canceled except upon thirty (30) days advance written notice to City.

#### Section XI-OWNERSHIP

- A. Title: Title to the Work shall remain in Artist until Artist is paid in full pursuant to Section III hereinabove.
- B. Ownership of Documents and Samples. Upon final acceptance of the Work, and upon written request from Artist, the studies, drawings, and models prepared and submitted under this Agreement as presented to the assembled Selection Committee shall be returned, at Artist's expense, to Artist and shall belong to Artist.

#### 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, 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, 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 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: Anthony Chase © 2022. 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. By the 5<sup>th</sup> day of every month, during creation of the Work, 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, along with a written progress report.
  2. During installation 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.
  3. After completion, and within thirty (30) days following installation 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 the Visual Artists Rights Act (VARA) 17 U.S.C. § 106A et seq., will be waived by Artist.

However, the City promises Artist that:

- A. 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 City to consult with Artist regarding repairs and restoration which are undertaken during Artist's lifetimes, when that is practicable. To facilitate consultation, Artist shall notify City of any change in Artist's permanent address, email address or contact telephone number. If Artist are unable or unwilling to perform any necessary repairs or restoration, or if City desires to use someone other than Artist to repair or restore

the Work, City shall have such Work performed in accordance with recognized best practices and in accordance with Artist's workplan approved by City in advance.

- 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 permanently relocate the Work to a Location not specified in Exhibit A.

#### Section XIV-REPUTATION

- A. City's Commitment. 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 City or the Work.

#### Section XV-NO ASSIGNMENT OR TRANSFER

The personal skill, judgment and creativity of Artist is an essential element 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 City through the Arts Liaison.

## XVI-SUCCESSORS AND ASSIGNS

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 Liaison. In no event shall Artist attempt to create a contractual relationship between any third party and the City.

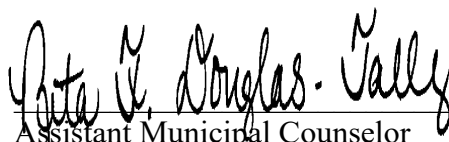
IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated by the authorized signatures below, as of the dates there set out.

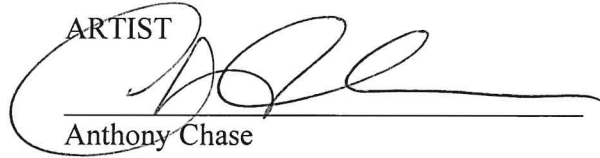
APPROVED by The City of Oklahoma City and SIGNED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

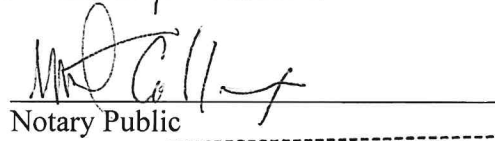
APPROVED as to form and legality.

\_\_\_\_\_  
MAYOR

  
Assistant Municipal Counselor

ARTIST  
  
Anthony Chase

Subscribed and sworn to before me this 21<sup>ST</sup> day of July, 2022.

  
Notary Public

My Commission Expires: Notary Public  
State of Oklahoma  
My Commission Number: Commission #21015107 Exp: 11/18/25

## Exhibit A

### Location

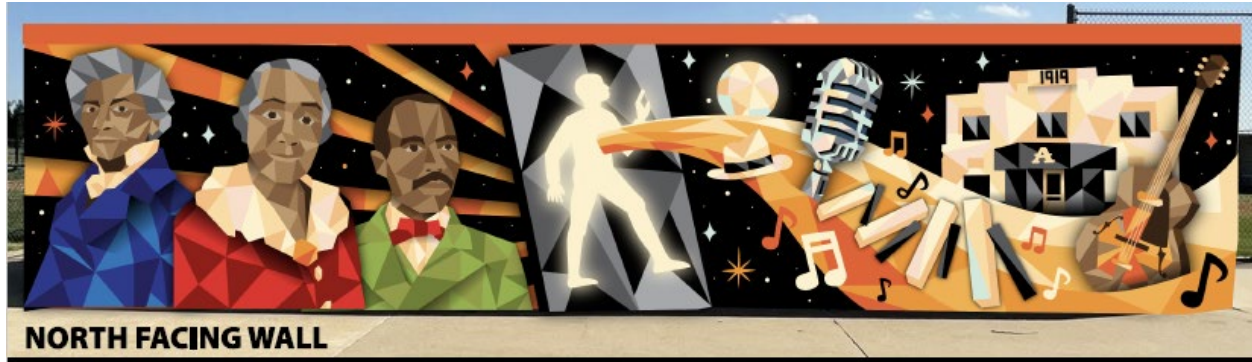


The arrows indicate locations of the two dugouts at the Douglass Park baseball field. The field is owned and operated by the Department of Parks and Recreation and is used by the Douglass High School baseball team. Douglass High is situated southwest of the field. The new Willa D Johnson Recreation Center is immediately to the east and the new James E. Stewart Golf Clubhouse is another block east.

## Exhibit B

### Artist's Concept

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



The north facing wall of the north dugout illustrates “conductors, movers and shakers” of the community



The west wall of the south dugout illustrates sports legends from Oklahoma City past and present

## Exhibit C

### Estimated Schedule

Artist estimates that the time required for producing a final design, priming the painted surface, and removing rust and dirt, transferring the design to the dugout surfaces, taping off areas, painting, and sealing will take one month from receiving an official Notice to Proceed.

Anticipated starting date is August 8, 2022 and estimated completion date is September 6, 2022.

Exhibit D  
Preliminary Maintenance Plan

As provided by Artist:

Required maintenance is minimal and consists of gently removing any accumulated dust and dirt with a soft stream of water and mild soap solution. Only when necessary. Damage to the murals by mechanical means or by the addition of graffiti can be repaired by the Artist, to be paid on the basis of time and materials.



Exhibit E

Compensation and Payment Schedule

	<b>Payment Due</b>	<b>Billing/Payment Amount</b>	<b>Payment rendered to deliver the Following:</b>
Payment No. 1	Upon execution of Agreement, issuance of Purchase Order and Notice to Proceed, and receipt of invoice from Artist.	<b>Artists will be paid \$12,000 as follows:</b> 100% of supplies costs of <b>\$3,000</b> ; 100% of insurance costs of <b>\$500</b> ; 100% of artist fee of <b>\$4,800</b> ; approximately 25% of labor cost of \$14,650 ( <b>\$3,700</b> )	-Artist shall complete drawings and specifications to the satisfaction of the City. -Artist 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 -Artist shall initiate fabrication of the Work
Payment No. 2	After all Services described in payment No. 1 are successfully completed and after receipt of invoice from Artists.	<b>Artists will be paid \$4,750 as follows:</b> Approximately 25% of labor cost of \$14,650 ( <b>\$3,750</b> ) ; 100% of apprentice cost of <b>\$900</b> ; 100% of transportation costs of <b>\$100</b>	-Artist shall continue fabrication of the Work -Artist shall select and hire an apprentice who is a student at Douglass High School
Payment No. 3	After all Services described in Payment No. 2 and in the right column of this row are successfully completed and after receipt of final invoice from Artist.	<b>Artists will be paid \$7,250 as follows:</b> Approximately 50% of labor cost of \$14,650 ( <b>\$7,250</b> )	-Artist shall complete painting including application of a UV protectant
Total payments			\$24,000

Exhibit F  
Requests for Payment

Contracted Artist should submit invoices for payment to:

Arts Liaison, Office of Arts & Cultural Affairs, Oklahoma City Planning Department  
420 W. Main, 9<sup>th</sup> floor, Oklahoma City, OK 73102

or

by email to: OKCARTS@okc.gov for payment processing.

Invoices must be addressed to the office shown above 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.

Claims for payment in the amount of \$1,000 or more no longer require a notarized claim voucher from the vendor. However, **the City of Oklahoma City hereby notifies the vendor either on the PO, pricing agreement or vendor registration form that in lieu of a sworn affidavit, 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 vendor.**

**The vendor 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

Statement from the Artist is attached following this page.

## 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

Artist

Title

Anthony Chase

Printed Name of Individual

Tony Thunder Designs

Company Name and Address

73106

Zip Code

(408) 213-7055

Telephone Number and Fax Number if any

Exhibit H

Non-Collusion Affidavit

Affidavits from the Artist are attached following this page

## 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 ← ←

Type Name of Authorized Agent/Representative \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name Tony Thunder Designs  
Address 1402 NW 21st OKC, OK Zip Code 73106  
(405) 213-7055  
Telephone Number and Fax Number, if any \_\_\_\_\_

### TO BE COMPLETED BY THE NOTARY:

State of \* Oklahoma )

County of \* Oklahoma )

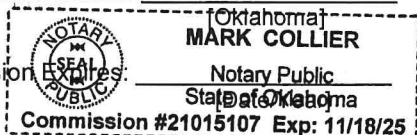
SS.

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

Signed and sworn to before me on this 21<sup>st</sup> day of July, 2022 by Anthony Chase  
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Mark Collier  
Type Name of Notary Public

Signature of Notary Public

[49 Okla. Stat. 2011 §119]