

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

THIS AGREEMENT, made and entered into this 31ST day of DECEMBER 2024, by and between The City of Oklahoma City, hereinafter called “City,” and artist team Anton R. T. Morton and James Tapscott, collectively dba Kasum Contemporary Fine Art, Inc., hereinafter called “Artists,” for the fabrication, delivery, and installation of a work of land art titled “Cut Line,” hereinafter called the “Work.”

Artists were 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.” Artists entered into an Agreement (OCMFA Agenda Item No. MFA.A, 2/13/2024) with the Oklahoma City Municipal Facilities Trust (“Trust”) to accomplish the design portion of the Project. Artists have satisfied the terms of that Agreement and are willing to provide further services to construct and install the Work, as illustrated in Exhibit B, attached hereto and made a part of this Agreement. City desires to contract with Artists to construct and install the Work on such terms and conditions as hereinafter follow.

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

SECTION 1: ARTISTS SERVICES

Artists’ Work shall reflect concepts and designs as depicted in Artists’ 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. Artists may discuss the Work or its requirements with various departments of the City, but the Arts & Cultural Affairs Program Planner or his designee, hereinafter called “Arts Planner,” shall authorize all specific direction or responses to all requests of the Artists. Artists shall be responsible for the fabrication and installation, and for all services and expenses associated with the fabrication and installation of the Work, including all necessary supplies, materials, equipment. Artists shall construct and install 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, Artists shall assist in filing any documents required to secure approval of all governmental authorities having jurisdiction.

A. COMMENCEMENT OF WORK

1. Work may commence after verification by the Arts Planner that all insurance requirements have been met as delineated in Section X-INSURANCE TYPE, AMOUNT, AND DURATION and upon Artists’ receipt of the executed Agreement and a written Notice to Proceed authorized by the Arts Planner.
2. The goal of the parties is for Artists to construct and install a Work titled “Cut Line,” as described in Exhibit B. In addition, Artists shall design, create, deliver, and install an appropriate art identification marker, 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 Artists 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.

4. During the term of this Agreement Artists shall send monthly progress reports by the 15th business day of each month to arts@okc.gov. During onsite fabrication and installation, Artists shall include images of Work in progress with the monthly Progress Report.

B. Delivery and Installation Phase

1. Artists shall notify the Arts Planner a minimum of five business days in advance of beginning onsite construction, fabrication, and installation.
2. Artists shall construct and install the Work at the Location in Exhibit A. Artists shall be responsible for all expenses, labor and equipment involved with the fabrication and 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 Artists until delivery, installation and final acceptance of the Work is authorized by the Arts Planner, 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.
4. Arrangements for access to the Location for installation shall be as authorized through the Arts Planner, and access thereto shall not be scheduled until City has verified insurance coverage. Upon prior arrangement, access may be scheduled for weekends as well as during normal business hours, as authorized by the Arts Planner.

5. Artists shall notify the Arts Planner in writing when installation of the Work is finalized, 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. Artists 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 hereto as Exhibit D to this 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 Planner.
- B. City shall examine materials and information submitted by the Artists 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 Artists' 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 Artists have sent written notice to the Arts Planner as required under Section I.B.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 Artists specifying and describing the services which have not been completed.

- D. City shall provide technical assistance and recommendations to Artists through the Arts Planner 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

Compensation and payment to Artists for services under this Agreement shall not exceed Thirty-Nine Thousand Two Hundred and Ninety-two dollars (\$39,292.00).

- A. Following approval of this Agreement by City, payments shall be made to Artists in full consideration of the fabrication, delivery, and installation 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 Planner 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.

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 Artists, in this event.

A. Termination by Artists

If this Agreement is terminated by Artists before installation of the Work without fault on the part of the City, Artists shall refund to City all monies paid by City to Artists for the performance of work under this Agreement. Artists may then retain the Work, together with any models, plans or drawings and all materials and supplies purchased for the Work, for Artists' 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 Artists, Artists 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 (Schedule) attached to this Agreement as Exhibit E. If payments previously made to Artists exceed the total amount due, Artists shall refund to City all funds in excess of amount due according to the Schedule. Artists shall retain the Work, together with any models, plans, or drawings and all materials and supplies

purchased for the Work, for Artists' own use without restrictions. Nothing in this section shall prevent Artists 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 Artists, or in the event of any breach of the terms of this Agreement by Artists, Artists shall refund to City all monies paid by City to Artists for the performance of work under this Agreement. Artists may then retain the Work, together with any models, plans or drawings and all materials and supplies purchased for the Work, for Artists' 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 Artists without the prior written consent and approval of City.
- D. Death of either Anton R. T. Morton or James Tapscott shall not terminate this Agreement, which may be fulfilled by the surviving member of the Artist team. Death of both Anton R. T. Morton and James Tapscott 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. Artists shall protect Location property and City structures, including but not limited to buildings, roads, public streets, sidewalks, parking lots, and landscape elements from paint, dust, dirt, rubbish, or other nuisance arising out of Artists' 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 Artists shall be at no cost to City.
- G. Artists shall perform no construction operations of any nature on, over, or across premises, except such construction operations as are specifically authorized in Artists' plans or specifications, or as otherwise authorized in writing by Arts Planner.
- H. Artists 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, Artists 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 all applicable Oklahoma laws and regulations.
- K. Artists 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. Artists, and all agents and employees of Artists, 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. Artists agree, in connection with the performance of work under this Agreement that Artists 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. Artists state that Artists have not been a party to any collusion in the Artists' 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, Artists 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

- A. All notices, requests, demands, or 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 Planner, to: Arts Planner, Office of Arts & Cultural Affairs
Oklahoma City Planning Department
420 W. Main, 9th Floor
Oklahoma City, OK 73102
okcarts@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 Artists, to Anton R. T. Morton
8237 NW 99th St
Oklahoma City, OK 73162
director@everythingarts.com

Section VII-INDEMNIFICATION

Artists agree 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 Artists' activities under this Agreement.

Section VIII-ARTISTS' REPRESENTATIONS AND WARRANTIES

- A. Defects in Material or Workmanship and Inherent Vice. Artists warrant that the Work will be free of defects in workmanship or materials, including inherent vice, and that Artists will at Artists' 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). Artists further warrant that the Work will not require maintenance substantially more than that described in the recommendations provided by Artists 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 shall exercise reasonable care and diligence to prevent conditions that may damage or otherwise degrade the materials and structure of the work.
- B. Public Safety. Artists warrant that the Work will not contain sharp points or edges or be constructed of a material which, when broken will be of such nature that the City deems it

a danger to the public. Artists agree to cooperate in making or permitting adjustments to the Work if necessary to eliminate any such hazards which become apparent within three (3) years of the date the Work is finally accepted by City.

- C. Title. Artists warrant that the Work is solely the result of the artistic efforts of Artists and that it will be installed free and clear of any liens, claims or other encumbrances of any type.
- D. Unique. Artists warrant to the best of the Artists' knowledge that the Work is unique and an edition of one and does not infringe upon any copyright, and that Artists 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 lives of Artists plus 50 years. Artists hereby acknowledges that the aforementioned warranty shall be binding on Artists' 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 Proposed 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. Artists assume 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 damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Artists' operations and transportation of Artists' 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 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) to any one person 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. Artists 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. Artists 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 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 Contractor 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 no single deductible 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.

Section XI-OWNERSHIP

- A. Title: Title to the Work shall remain with Artists until Artists are 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 Artists, the studies, drawings, and models prepared and submitted under this Agreement as presented to the assembled Selection Committee shall be returned, at Artists' expense, to Artists and shall belong to Artists.

Section XII-EXPLOITATION OF THE WORK AND REPRODUCTION RIGHTS

- A. Copyright. Artists shall retain all rights under 17 U.S.C. §101 et seq. (the Copyright Act of 1976), subject to section XIII of this contract 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 Artists.
- 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 Artists shall be entitled to customary and appropriate identification as the creator of the Work as follows: Anton R. T. Morton and James Tapscott © 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. Artists agree that all references made by Artists to the Work shall include the following credit line: "Commissioned under Oklahoma City's 1% for Art Ordinance" or equivalent, and that Artists 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 installation Artists shall provide the City with one or more publication photos of the work in progress, accurate in color and detail and in .jpg format.
 - 2. After completion and within thirty (30) days following installation of the Work Artists shall provide the City with one or more publication photos of the Work, accurate in color and detail and in .jpg format.
- E. Photography. Upon reasonable notice to City, Artists or Artists' 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 Artists 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 Artists' portfolio, promotional and marketing materials including, but not limited to, on Artists' 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 Artists, 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 Artists. VARA waivers signed by Artists are attached to this Agreement as Exhibit I hereto.

However, the City promises Artists 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 the City to consult with Artists regarding repairs and restoration which are undertaken during Artists' lifetimes, when that is practicable. To facilitate consultation, Artists shall notify City of any change in Artists' permanent address, email address or contact telephone number. If Artists is unable or unwilling to perform any necessary repairs or restoration, or if the City desires to use someone other than Artists to repair or restore the Work, the City shall have such Work performed in accordance with recognized best practices and in accordance with Artists' Drawings and Specifications.
- C. When practical to do so, the City shall notify Artists of any proposed alteration of the Location that would affect the intended character and appearance of the Work and shall consult with Artists 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 Artists' name in a way which reflects discredit on the Work or on the names or reputation of Artists as Artists. In the event the Work is in some way represented in a way not intended by Artists, Artists shall have the right, either of them, or jointly, to request that the Work no longer be represented as the Work of Artists.
- B. Artists' Commitment. Artists agree that Artists 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 Artists are essential elements of this Agreement. Therefore, although the parties recognize that Artists may employ qualified personnel to work under Artists' supervision, Artists 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 Planner.

XVI-SUCCESSORS AND ASSIGNS

City and Artists 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. Artists shall not assign, sublet, or transfer Artists' interest in this Agreement

without the written consent of the City, through the Arts Planner. In no event shall Artists 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 31ST day of DECEMBER, 2024.

Amy K. Simpson
City Clerk



David Holt

APPROVED as to form and legality.

Pete H. Douglas Tally
Assistant Municipal Counselor

For ARTISTS

Anton R. T. Morton

Subscribed and sworn to before me this 3rd day of December, 2024.



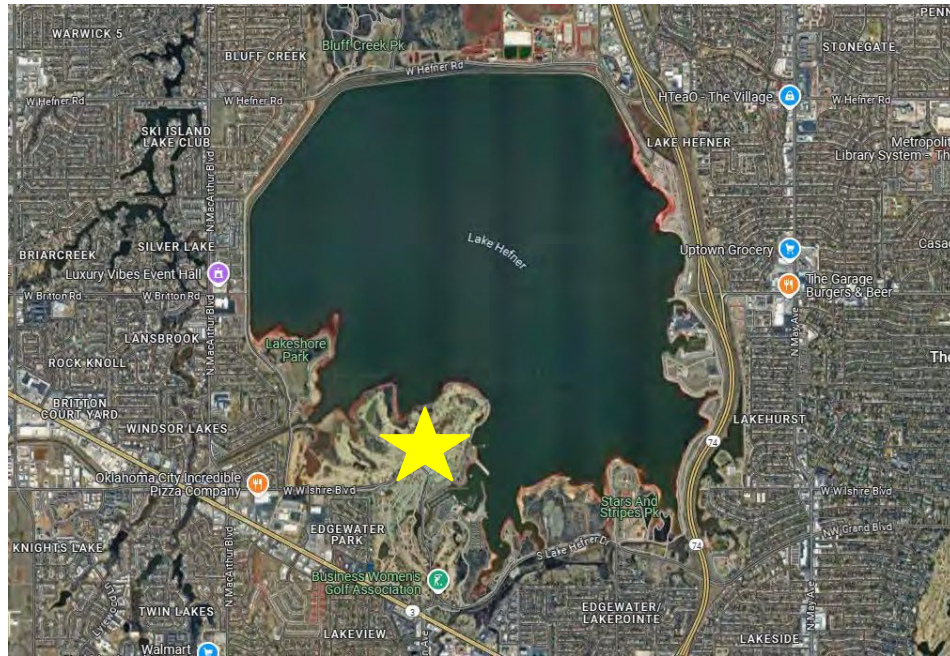
Shana Baker

Notary Public

My Commission Expires: 7/20/27

My Commission Number: 23009675

Exhibit A
Location



The yellow star on the map above indicates the location of the new Lake Hefner Golf Course Clubhouse. The site plan below show the relationship of the Work titled **Cut Line** to the new clubhouse.

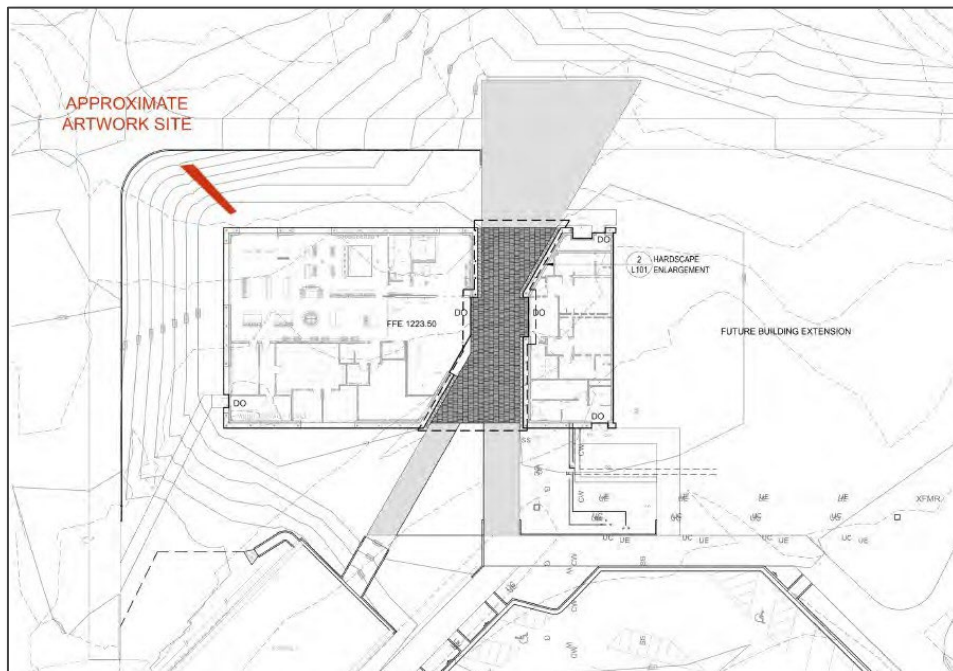


Exhibit B

Artists' Concept

Artists' complete Conceptual Design Report included here by reference.



Renderings of the Work showing daytime and nighttime views. The artwork cuts a 1'7" (approx.) deep channel into a raised mound on the northwest corner of the site, extending outwards towards the course.

Project design goals and attributes: 1. Echo the building's goal to blur lines between site and structure 2. Offers both daily and seasonal visual change 3. Striking visual experience from all angles, internal and external 4. Material palette compliments the building and landscape.

Exhibit C

Estimated Schedule

The installation of the Work is dependent on the overall construction schedule of the Lake Hefner Golf Course Clubhouse (Clubhouse). The timeline for the construction is undetermined at the time of this Agreement. Artists will coordinate all activities with the construction project general contractor and the Arts Planner to insure timely installation of the Work and acceptance by the City before the Clubhouse is open to the public.

Exhibit D
Preliminary Maintenance Plan

As provided by Artists:

Material data sheets and lighting product spec sheets will be provided upon request, detailing the high durability of materials, warranties and expected life cycles.

Summary of routine care: Use a soft nylon brush to remove any accumulated dirt and wash with mild soap or detergent. Rinse thoroughly with clean water and wipe dry with a soft cloth. Perform routine inspection and cleaning every six (6) months.

A Final Maintenance Plan shall be provided by Artists before final acceptance of the Work by the City.

Exhibit E

Compensation and Payment Schedule

	Payment Due	Billing/Payment Amount	Payment rendered to deliver the Following:
Payment No. 1	Upon contract execution, issuance of Purchase Order and Notice to Proceed, and receipt of invoice from Artists.	Artists will be paid \$16,127 as follows: 100% of Steel Template cost of \$1046; 100% of Steel cost of \$9853; 100% of Steel Crating cost of \$1313; 100% of Steel Shipping cost of \$915; approximately 55% of Insurance cost of \$5500 equaling \$3000	<ul style="list-style-type: none"> - Artists shall oversee the work of the General Contractor pertaining to the preparation for and installation of the Work - Artists shall coordinate installation of the Work with the General Contractor - Artists shall purchase insurance - Artists shall create steel template and order steel - Artists shall purchase steel - Artists shall arrange for delivery of steel and accept delivery - Artists shall coordinate installation of the steel with the General Contractor
Payment No. 2	After all Services described in payment No. 1 are successfully completed and after receipt of invoice from Artists.	Artists will be paid \$12,765 as follows: 100% of Aggregate costs of \$3000; 100% of Artists fee of \$7265; approximately 45% of Insurance cost of \$5500 equaling \$2500	<ul style="list-style-type: none"> - Artists shall perform all work required for the installation of the aggregate - Artists shall oversee, inspect, and accept all work performed by the General Contractor including but not limited to lighting
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 Artists.	Artists will be paid \$10,400 as follows: 100% of Contingency of \$3700; 100% of Profit of \$3700; 100% of Imaging of \$2000; 100% of Art Marker of \$1000	<ul style="list-style-type: none"> - Artists shall complete all work required for final acceptance by the City and notify Arts Planner that the Work is ready for final inspection - Artists shall provide final images as required in this Agreement - Artists shall install an approved Art Identification marker
Total payments			\$39,292.00

Exhibit F
Requests for Payment

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

Invoices must be addressed to:

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

Any invoice submitted should have an invoice number and reference the Purchase Order (PO) number that is part of the Work Order that will be issued to Artists 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 Artists that Artists 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 Artists.**
- Artists have 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 Artists 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 **X**

Signature of Individual



Principal/CEO

Title

Anton Roark Trask Morton

Printed Name of Individual

Kasum Contemporary Fine Art, Inc. 8237 NW 99th Street, Oklahoma City, OK 73162

Company Name and Address

Zip Code

+1 405 818 2174

Telephone Number and Fax Number if any

Exhibit H

Non-Collusion Affidavit

An affidavit from the Artists is 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 ←

Anton Roark Trask Morton

Principal/CEO

Type Name of Authorized Agent/Representative

Title

Signature

Kasum Contemporary Fine Art, Inc.

Company Name

8237 NW 99th Street, Oklahoma City, Oklahoma

73162

Address

Zip Code

+1 405 818 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 3rd day of December, 2024 by Anton Roark Trask Morton
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 23009675
[Oklahoma]

My Commission Expires: 7/20/2027
[Date/Year]



Shana Baker
Type Name of Notary Public

Shana Baker
Signature of Notary Public

[49 Okla. Stat. 2011 §119]

Exhibit I
VARA WAIVERS

General VARA Waiver for Works of Visual Art

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


I, Anton R. T. Morton, 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" or "artwork"):


Title of Work:
Cut Line


Description of Work (dimensions, media/materials): Land Art Installation 24' x 1.5' x 2' integration in variable dimension earthen hill. Incorporates lighting, metal aggregate, concrete and earthen materials.

Location/Address:
Clubhouse Grounds, Lake Hefner Golf Course, 4491 S Lake Hefner Dr, Oklahoma City, OK 73116

Initial the following:

 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).

 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.

 I further acknowledge that the Work may be inadvertently 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 event, 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 Artists: _____ Date: 12/02/2024

General VARA Waiver for Works of Visual Art

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

I, James Tapscott, 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" or "artwork"):

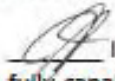
Title of Work:

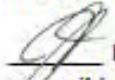
Cut Line

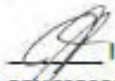
Description of Work (dimensions, media/materials): Land Art Installation 24' x 1.5' x 2' integration in variable dimension earthen hill. Incorporates lighting, metal aggregate, concrete and earthen materials.

Location/Address: Clubhouse Grounds, Lake Hefner Golf Course, 4491 S Lake Hefner Dr, Oklahoma City, OK 73116

Initial the following:

 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).

 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.

 I further acknowledge that the Work may be inadvertently 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 event, 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:



Date: 12/03/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2024

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 Graham-Rogers, Inc PO Box 930933 Atlanta GA 31193-0933		CONTACT NAME: PHONE (A/C, No. Ext): (800) 456-8123 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Kasum Contemporary Fine Art Inc DBA Manifold Creative Concepts & Kasum 8237 NW 99th St Oklahoma City OK 73162		INSURER(S) AFFORDING COVERAGE INSURER A: Western World Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13196	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.


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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NPP6019991	05/12/2024	05/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured with Waiver of Subrogation
Decorative metal work
GENERAL LIABILITY: Blanket Additional Insured when required by written contract () Blanket Waiver of Subrogation when required by written contract () Blanket Primary/Non-Contributory when required by written contract () Blanket 30 day notice of cancellation when required by written contract () **
**except 10 day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City 200 N Walker 2nd Floor Oklahoma City OK 73102	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/1/2024

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  Tony Brummitt 9509 N Council Road Oklahoma City OK 731626213	CONTACT NAME: Tony Brummitt PHONE (A/C, No, Ext): 405-721-1423 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 25178
INSURED KASUM CONTEMPORARY FINE ART, INC 8237 NW 99TH ST OKLAHOMA CITY OK 73162-5002	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			476 3449-E11-36	05/11/2024	11/11/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1000000 \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City 200 N. Walker Ave. 2nd Floor Oklahoma City OK 73102	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 This form was system-generated on 08/1/2024
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