

CITY OF OKLAHOMA CITY
1% FOR ART-PUBLIC ART COMMISSION AGREEMENT
PROJECT: ALMONTE LIBRARY MOSAIC

THIS AGREEMENT, made and entered into this 15TH day of AUGUST 2023, by and between the City of Oklahoma City, hereinafter called “City,” and Nicole Moan dba Moan, Inc., hereinafter called “Artist,” to design, paint, and install a mosaic on an interior wall of the Almonte Library, hereinafter called the “Work”.

Artist was selected pursuant to a competitive process by the City to design, fabricate, paint, and install murals at the location described in Exhibit A, hereinafter the “Location,” and Artist is willing to provide such Work. City desires to contract with Artist for 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 Arts Liaison or his designee, hereinafter called “Arts Liaison,” shall authorize all specific direction or responses to all requests of Artist. Artist shall be responsible for all aspects of the design, painting, installation, and permitting of the Work. Artist shall perform Work to conform to the requirements of all City and State of Oklahoma laws, ordinances, Codes,

regulations, and requirements which affect completion of the Work. If requested, Artist shall assist in filing any documents required to secure approval of any governmental authorities having jurisdiction.

A. Commencement of Services

1. Work shall commence upon Artist's receipt of the executed Agreement and a written Notice to Proceed authorized by the Arts Liaison.
2. The goal of the parties is for Artist to perform Work as described in Exhibit B. In addition, Artist shall design, create, and install an appropriate art identification marker, or create an identification marker integral to the Work. The marker will be developed in accordance with current standards promulgated by the Oklahoma City Arts Commission.
3. Both parties recognize that they must consult closely to accomplish the Work that is the goal of this Agreement.

B. Completion of Design

1. Artist shall request additional information from City as needed to prepare Drawings and Specifications to the satisfaction of the City, according to recommendations made by the Selection Committee and/or the Arts Commission.
2. Artist or her appointed representative(s) shall coordinate with Staff and travel to the Location as often as necessary to field verify measurements, siting requirements, and conditions of the Location of the Work.
3. Artist 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 paint onto the drywall interior wall located inside the lobby of the library. Artist shall mechanically attach plywood and ceramic tile to the painted wall.
2. During the term of this Agreement, Artist shall provide weekly updates to the Arts Liaison by email to arts@okc.gov. Once Work is completed, Artist shall submit a Final Report to the Arts Liaison certifying that the Work is complete.

D. Design, Fabrication, and Installation Phase

1. The Work shall not commence until authorized by the Arts Liaison through an official Notice to Proceed, which authorization shall not be unreasonably withheld.
2. Artist shall be responsible for all expenses, labor, and equipment involved with the installation of the Work, including installation of the mosaic.
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. It is hereby specifically agreed that the risk of loss or damage to the Work shall be borne by City prior to final acceptance of the Work, during the time the partially or wholly completed mural is in the custody, control or supervision of City or its agents. Artist shall provide the Arts Liaison and City with at least a seven (7) 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 by Artist 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, to secure final acceptance by City.
6. The anticipated Project Schedule that includes completion of the Work 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 change, based on finalized construction methodology and/or material selection, and shall be submitted within 30 days following Final Acceptance of the Services. A Preliminary Maintenance Plan is attached 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 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

Artist's written request for decisions related to the Work shall be made in writing as soon as reasonably possible.

- C. City shall provide final acceptance of the Work to be effective as of the earlier to occur of (1) the date of the City's notification of final acceptance; or (2) the 30th day after 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 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 Artist for services under this Agreement shall not exceed Fourteen Thousand One Hundred Fifty dollars (\$14,150.00), payable from 1% for Art funds and no other source.

- A. Following approval of this Agreement by City, payments shall be made to Artist in full consideration of the design, painting, delivery, and installation of the Work as described in the Compensation and Payment Schedule, attached hereto as Exhibit E.
- B. Compensation and payment to Artists for Work is fully described in Exhibit E attached to this Agreement.

- C. 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's Requests 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 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 Services 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 remaining due, then Artist shall deliver to the City all materials, including but not limited to any models, plans, or drawings and all materials and supplies purchased for the Work in whatever form they exist 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 result of 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 all materials, including but not limited to 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 hereunder may be assigned by Artist without the prior written consent and approval of City.
- D. Death of Artist Nicole Moan 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, trails, and landscape elements from paint, dust, dirt, rubbish, or other nuisance arising out of Artist's operations or storage practices. 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 the sole expense of Artist, 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 prior to such work.
- 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 safety shall be in conformance with Oklahoma laws and regulations.
- K. Artist shall be responsible for any mailing, shipping, transportation, and travel expenses required under this Agreement, and for all Federal and State income taxes on the total compensation from this Agreement, as well as any State and City sales tax which may be required.

- L. Artist, and all agents and employees of Artist, shall observe and comply with all prevailing Federal, State and City laws, ordinances, regulations, and requirements which in any way affect conduct or services under this Agreement.
- M. Artist agrees, in connection with the performance of Work under this Agreement that Artist will not unlawfully discriminate, as prohibited in the Non-Discrimination Statement, attached to this Agreement as Exhibit G hereto. Further, any violation of such provisions shall constitute a material breach of this Agreement.
- N. Artist states that Artist has not been a party to any collusion in the Artist's selection, preparation of the Response to the RFQ, 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, 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, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery and receipt, if delivered personally, or sent by email confirmed by a response from the recipient, or sent by registered or certified mail with return receipt requested and postage prepaid, as follows:

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

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

If to the Artist, to Nicole Moan dba Moan, Inc.
1438 NW 46th St
Oklahoma City, OK 73118
nicolemoan@gmail.com

Section VII-INDEMNIFICATION

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

Section VIII-ARTIST'S REPRESENTATIONS AND WARRANTIES

- A. Defects in Material or Workmanship and Inherent Vice. Artist warrants that the Work will be free of defects in workmanship or materials, including inherent vice, and that Artist will at Artist's own expense, promptly remedy any defects that arise within a period of one (1) year 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 efforts of Artist and its agents 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 Members 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 shall 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. Said policy shall provide that

the 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

- 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 certificates of such insurance indicating coverage for Artist's employees, contractors, and subcontractors, if any, which shall provide 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, contractor, and subcontractor of Artist, if any there may be, shall 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 \$14,150.
- D. If the Policy limits are aggregate in nature, the Artist shall request from insurance provider evidence that there is adequate remaining coverage, as of the date of signing this Agreement, 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 with 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 to Artist, at Artist's expense, 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, other than 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: Moan, Inc. © 2023. Such notice shall also be affixed to the Work in its Location of permanent display and at any Location of public display or exhibition.

- C. City's Credit. Artist agrees that all references made by Artist to the Work shall include the following credit line: "Commissioned under Oklahoma City's 1% for Art Ordinance" or equivalent, and that Artist shall make a good faith effort to ensure that any and all references to the Work by others shall include the same credit.
- D. Documentation.
1. During painting and 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.
 2. 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 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 is 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.
- 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 name or reputation of 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 artists and other personnel to perform services 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 15TH day of AUGUST, 2023.

Amy K Simpson
City Clerk



David Holt
MAYOR

APPROVED as to form and legality.

Rita E. Douglas-Vally
Assistant Municipal Counselor

Approved by Artist:

Nicole Moan
Nicole Moan

Subscribed and sworn to before me this 20th day of July, 2023.

Rick Breashears
Notary Public

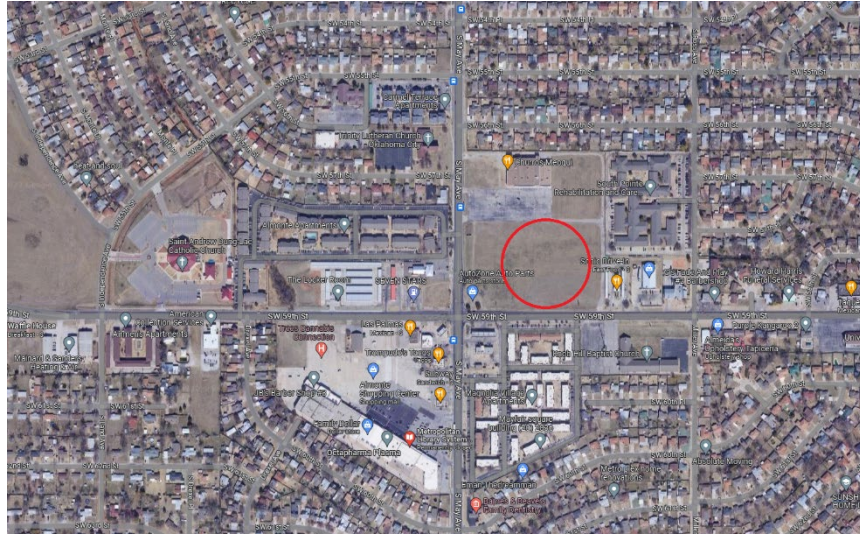
My Commission Number:



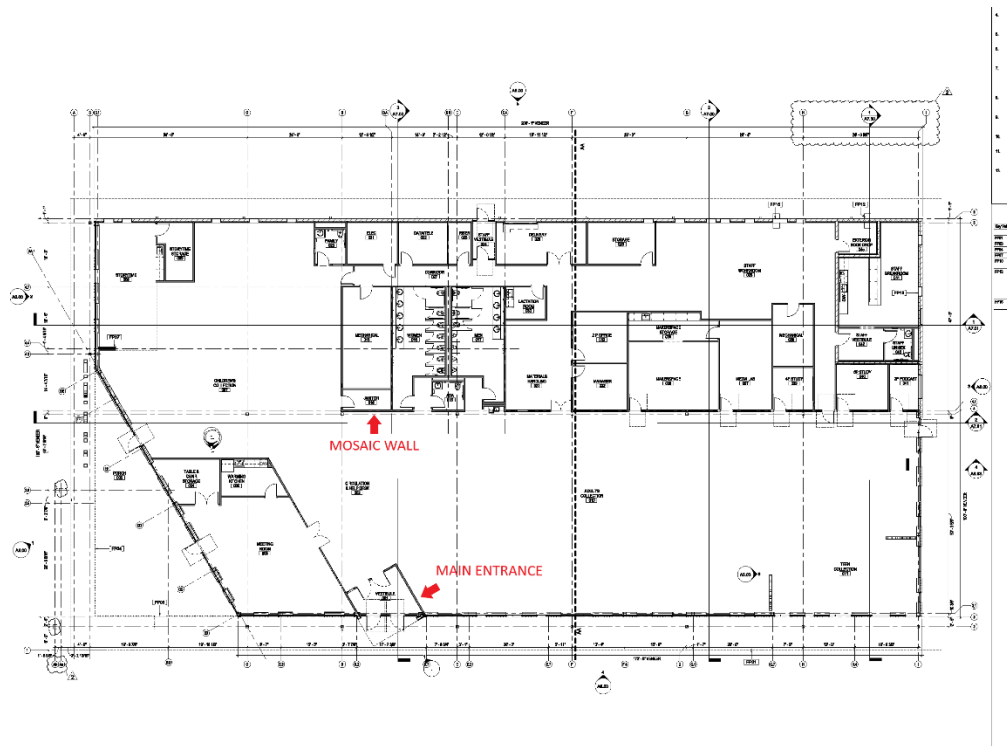
My Commission Expires: 2/04/2026

Exhibit A

Location



Almonte Library (2727 SW 59th Street)



Almonte Library Floor Plan

The interior wall in the main lobby, directly behind the front desk, will be the site of the Work.

Exhibit B
Artist's Concept



The mosaic pays homage to members in the surrounding community of Almonte Library, emphasizing hospitality and multiculturalism.

Artist is responsible for all aspects of the design, fabrication, and installation of the Work. Artist will coordinate all activities with the Arts Liaison and Parks Department staff.

Exhibit C

Project Schedule

Artist shall begin Work upon receiving a Notice to Proceed (NTP). Beginning from the date of the receipt of the NTP, Work to be performed and the estimated time of performance are as follows:

Fabrication and painting of foundation, plywood, and tile: Approx. 6 weeks

Installation of mosaic mural: 2 weeks

Completion of all Work: Approx. 8 weeks

Exhibit D

Preliminary Maintenance Plan

As provided by Artist:

Work will be protected by satin surface protectant, a non-stick clear coat surface that repels graffiti from paint, paint spray cans and permanent markers. Surface of the mosaic will need to be dusted at a minimum of once every six (6) months.

Work should be inspected a minimum every six (6) months for any damage by accident, or vandalism. All damage should be repaired immediately to prevent further deterioration of the damaged area.

Exhibit E

Compensation and Payment Schedule

	Payment Due	Billing/Payment Amount	Payment rendered to deliver the Following:
Payment No. 1	Upon execution of Agreement, issuance of Purchase Order and Notice to Proceed, and receipt of invoice from Artist.	Artist will be paid \$4,700 for 100% of total expenses of \$2,062 and approximately 22% of artist fees of \$12,088 (\$2,638).	-Artist shall travel to the Location and make field verifications of all measurements and site conditions. -Artist shall purchase all necessary materials needed to paint drywall. -Artist shall purchase and install plywood and ceramic materials. -Artist shall obtain all required insurance. -Artist shall submit all reports on time as required by this Agreement.
Payment No. 2	After all Work described in payment No. 1 is successfully completed and after receipt of invoice from Artist.	Artist will be paid \$4,725 for approximately 39% of artist fees of \$12,088.	-Artist shall submit all reports on time as required by this Agreement.
Payment No. 3	After all Work described in Payment No. 2 and in the right column of this row is successfully completed, and after receipt of final invoice from Artist.	Artist will be paid \$4,725 for approximately 39% of artist fees of \$12,088.	-Artist shall complete installation of the Work. -Artist shall install an art identification marker -Artist shall provide publication photos of the Work to the Arts Liaison or his designee. Artist shall submit all reports on time as required by this Agreement.
Total payments			\$14,150

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, 9th floor, Oklahoma City, OK 73102

or

by email to: arts@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, services, 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 X <i>Nicole Moan</i>	Owner/ artist
Signature of Individual	Title

Nicole Moan
Printed Name of Individual

Moan Inc. Custom tile and ceramics	73118
Company Name and Address	Zip Code

4054147723
Telephone Number and Fax Number if any

Exhibit H

Non-Collusion Affidavit

Affidavit from the Artist 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 ←

Nicole Moan
Type Name of Authorized Agent/Representative
Signature
Owner/ artist
Title
Moan Inc. Custom tile and ceramics
Company Name
1438 NW 46th St. Oklahoma City OK 73118
Address Zip Code
4054147723
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 1st day of July 2023 by Nicole Moan
[Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number:

My Commission Expires:



Rick Breashears
Type Name of Notary Public

[Signature]
Signature of Notary Public
[49 Okla. Stat. 2011 §119]