

Contract to Commission Artwork
Between
Norman Arts Council
City of Norman, OK
And
Laura Robbins Mosaics

THIS CONTRACT, made this 27th day of January 2016 by and between the Norman Arts Council (hereinafter referred to as the "CLIENT"), the City of Norman (hereinafter referred to as the "OWNER"), and Laura Robbins Mosaics (hereinafter referred to as the "ARTIST") for a work of art (hereinafter referred to as the "WORK") to be placed on the Norman Lions Park Pavilion, located at 450 S. Flood in Norman, Oklahoma.

WHEREAS, the City Council of the City of Norman and the Norman Arts Council believe the beautification of the Lions Park Pavilion will further enhance the quality of life in Norman, Oklahoma;

WHEREAS, all parties wish to promote and maintain the integrity and clarity of the ARTIST's ideas and statements as represented by the WORK;

WHEREAS, the Selection Panel Advisory Board, the Public Arts Board, and the CLIENT recommend the retention of the ARTIST for this WORK;

WHEREAS, the parties wish to have the creation of the WORK governed by the mutual obligations, covenants, and conditions herein;

THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

I. The Project: The Scope of Services

- A. The ARTIST shall design, execute, fabricate, transport, install and document the Work. These services shall be performed by Artist as an independent contractor.
- B. First visit to Norman, OK by February 29, 2016, the ARTIST shall
 - 1. Present design concept at a community meeting in Norman, OK
 - 2. Facilitate training session(s) for community volunteers.
 - 3. Potentially work with community donors on clay-work to be incorporated into the final design
- C. Second visit to Norman, OK, to be scheduled around the date of April 8, 2016 (2nd Friday Art Walk), for up to 6 days, and working with the CLIENT, the ARTIST shall
 - 1. Facilitate community mosaic creation opportunities with seniors, children and the community at large.
 - 2. Potentially work with community donors to glaze the clay-work previously made on the first visit to be incorporated in to the final design.

- D. Working with the CLIENT, the ARTIST shall integrate places for donor tiles into the design. Donor name tiles will be installed at a later time by a local glass artist trained by the ARTIST.
- E. Working with the CLIENT, the ARTIST shall facilitate a three (3) day community mosaic event bringing all the sections together and installing on the Lions Park Pavilion.
- F. The CLIENT agrees to purchase the WORK, under the terms and conditions of this contract and subsequently transfer ownership to the OWNER upon final approval and acceptance of the WORK by the OWNER and CLIENT.
- G. The permanent location for the WORK shall be located at Norman Lions Park Pavilion, 450 S. Flood in Norman, Oklahoma.
- H. The ARTIST shall perform all services and furnish all supplies, materials and equipment necessary for the design, execution, fabrication, transportation and installation of the Work.
- I. The OWNER shall make known its specifications to the ARTIST prior to the rendering of their services.
- J. The ARTIST shall be responsible for the delivery and installation of the WORK at the site in Norman, Oklahoma.
- K. The CLIENT's financial commitment to provide an installation plan shall not exceed \$1,200.00. CLIENT shall provide for that purpose with a corresponding appropriation. The OWNER will provide the CLIENT and ARTIST with a working template of the wall to ensure proper seating of the WORK. The ARTIST shall be responsible for ensuring the installation design is engineered appropriately to support the completed WORK in a safe and secure manner and shall provide the CLIENT and OWNER with documentation confirming approval by an engineer registered in the State of Oklahoma. CLIENT shall also be required to obtain a building permit from the City of Norman if determined to be necessary by OWNER. No additional cost will be charged to the ARTIST for this documentation.

II. Execution of the Work

- A. The ARTIST shall complete the fabrication of the WORK in substantial conformity with the design as recommended by the CLIENT and approved by the OWNER.
- B. Prior to implementation of any significant changes in the WORK, the ARTIST shall present to the CLIENT and OWNER in writing, for further review and approval, a thorough description of such proposed changes. A significant change is any change affecting the overall scope, intent, design, color, size, material or

location of the WORK not permitted by, or not in substantial conformity with, the approved design. CLIENT and OWNER must approve the proposed changes prior to continued work by the ARTIST.

- C. In performance of the WORK described herein, the ARTIST shall comply with all applicable State and local laws, rules and regulations.
- D. The ARTIST shall complete the WORK and the installation thereof by no later than June 30, 2016. The ARTIST will adhere to the projected timelines as outlined in Section I of this document, including community work dates and the date of installation and the corresponding installation day activities within reasonable weather conditions that would not allow the travel and/or installation to proceed. A rain date will be mutually agreed upon between ARTIST, CLIENT and OWNER at that time.
- E. Within forty-five (45) days after installation of the WORK and prior to final payment, the ARTIST shall furnish the CLIENT with high-resolution visual images of the completed WORK.
- F. The ARTIST shall furnish the CLIENT with a full written narrative description of the WORK.
- G. The ARTIST shall provide the OWNER written instructions for appropriate maintenance and preservation of the WORK.
- H. Final acceptance shall be determined solely by the CLIENT and OWNER and shall constitute the acknowledgement that the WORK has been satisfactorily completed and installed according to the terms of this Agreement.
- I. Ownership of the WORK shall pass to the OWNER (City of Norman) upon final acceptance.

III. Warranties and Copyright

- A. The ARTIST represents and warrants that:
 - i. The WORK is solely the result of the artistic and creative efforts of the ARTIST;
 - ii. The WORK is unique and original and does not infringe upon any copyright;
 - iii. The WORK has not been accepted for sale elsewhere; and
 - iv. The WORK is free and clear of any liens from any source whatever.
- B. The ARTIST represents and warrants that:
 - i. The WORK, as fabricated and installed, will be free of defects in material and workmanship, including any defects of "inherent vice" or qualities which cause or accelerate deterioration of the WORK; and

- ii. Reasonable maintenance of the WORK will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the ARTIST; and
- iii. The warranties described in this section shall survive for a period of two (2) years after the final acceptance of the WORK. The OWNER shall give notice to the ARTIST of any observed breach with reasonable promptness. The ARTIST shall, at the request of the OWNER, and at no cost to the OWNER, reasonably and promptly cure the breach of any such warranty, which is curable by the ARTIST and which cure is consistent with professional conservation standards. This includes making repairs to the WORK or re-fabricating the WORK.

C. All parties agree that the Visual Artists Rights Act (VARA) 17 U.S.C. § 106A *et seq.*, will be waived by ARTIST. LWR 1/27/16 (Artist's initials and date). However, the CLIENT and OWNER promise the ARTIST that:

- i. The OWNER shall not intentionally destroy, damage, alter, modify or change the WORK except when the condition or security of the WORK cannot be guaranteed as determined by the OWNER. Alterations may be made if maintenance substantially exceeds agreed upon recommendations as determined by the OWNER. The OWNER agrees that the WORK shall be properly maintained after two years, as funding is available, taking into account the instructions of ARTIST.
- ii. The OWNER shall notify the ARTIST of any proposed alteration of the Site that would affect the intended character and appearance of the WORK and shall consult with the ARTIST in the planning and execution of any such alteration. The OWNER shall make a reasonable effort to maintain the integrity of the WORK.
- iii. The ARTIST shall notify the OWNER of changes in their address. The failure to do so, if such failure prevents the OWNER from locating the ARTIST, shall be deemed a waiver by the ARTIST of the right subsequently to enforce that which requires the express approval of the ARTIST. The OWNER shall make reasonable efforts to locate the ARTIST when matters arise relating to the ARTIST's rights.
- iv. Nothing in this Section shall preclude any right of the OWNER to remove the WORK from public display. The OWNER may remove the WORK from the City of Norman collection if it determines that the WORK represents a safety hazard in its present condition or cannot reasonably be restored to its original structural or aesthetic integrity due to technical difficulties or expense disproportionate to the value of the WORK. The OWNER shall notify the ARTIST of such a decision to de-accession the WORK. Such notification shall be made before the de-accession, whenever possible. The OWNER has no responsibility to relocate, restore, or replace the WORK if it is misplaced, damaged or stolen.

D. ARTIST hereby authorizes the CLIENT to make, and to authorize the making of, photographs and other two-dimensional reproduction of the WORK for educational, public relations, arts promotion and other non-commercial purposes. In the case of such use by the CLIENT, the ARTIST shall be entitled to customary and appropriate identification as the creator of the WORK

including publication of ARTIST's copyright notice as follows:
© Laura W. Robbins (ARTIST NAME HERE) 2016. Such notice shall also be affixed to the WORK in its location of permanent display and at any location of public display or exhibition.

- E. ARTIST hereby authorizes the CLIENT and the OWNER to contract with a local artist to add additional names to the donor recognition area of the work, should the need arise after the final acceptance of the work by the OWNER.
- F. ARTIST agrees that all references made by ARTIST to the work shall include the following credit line: "Commissioned by the Norman Arts Council/Norman Public Art Board Public Art Program" or equivalent, and that ARTIST will make a good faith effort to assure that references to the WORK by others will include the same credit line.

IV. Fee for Services

- A. The total purchase price of creation, preparation and completion of the final WORK shall be \$18,000. CLIENT and OWNER shall not provide any additional compensation for any alterations or revisions in the final WORK which substantially depart from the approved preliminary models and specifications and which cause the ARTIST an unusual and unanticipated expense. This fee does include the cost for preparation of the site for installation
- B. The ARTIST shall receive payments from the CLIENT to the ARTIST to be paid in the amount of \$18,000 as follows:
 - i. \$6,000 upon delivery of signed contract by the CLIENT, OWNER and ARTIST;
 - ii. \$6,000 at the conclusion of the ARTIST's second visit to Norman, OK;
 - iii. \$6,000 upon final acceptance of the WORK by CLIENT and OWNER.
- C. ARTIST's lack of performance during any of the payment stages listed above shall initiate a 30-day period to cure the deficiency and/or lack of performance upon receipt of written notice from the OWNER or CLIENT which provides a statement addressing CLIENT or OWNER's dissatisfaction with ARTIST's performance as well as what steps the ARTIST may take to cure the inadequate performance. The ARTIST must cure the deficiency or take reasonable steps towards curing the deficiency within the 30-day period. Upon failure of the ARTIST to do so, the OWNER and/or CLIENT may pursue any remedies available to them against the ARTIST at law and in equity, including, but not limited to, the right to terminate this Agreement and reimbursement from ARTIST for all funds expended by CLIENT and/or OWNER thus far.
- D. ARTIST shall provide proof of completion of the WORK by submitting at least ten high-resolution images of the WORK. Additionally, ARTIST shall submit Form A along with these documents.

V. Funding

- A. CLIENT guarantees and warrants that it will produce funds in the amount of \$18,000 as required for completion of the Work.

VII. Insurance

- A. The ARTIST, as independent contractor, is responsible for any requirements pertaining to Workers' Compensation insurance and

employee liability insurance, and shall obtain and maintain insurance satisfactory to covering comprehensive general and automobile liability, and all risks of loss, damage to, or theft of the WORK while it is being made, transported, or installed by the ARTIST, until acceptance by the CLIENT and OWNER. The ARTIST shall deliver to the CLIENT and OWNER a copy of this insurance prior to beginning work.

- B. The ARTIST agrees to cover any damage to the work that may occur in transit to and from the ARTIST's studio and the site of installation.
- C. The CLIENT agrees to have a release form for all Norman community volunteers (or their guardians) sign prior to working on the WORK that indemnifies the ARTIST, CLIENT, and OWNER.

VIII. Indemnity

Upon execution of this document ARTIST agrees to defend, indemnify and hold harmless OWNER, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by ARTIST, its agents or employees' negligent acts, errors or omissions. ARTIST shall indemnify the City of Norman, Oklahoma up to one hundred twenty-five thousand dollars (\$125,000.00) for any claim arising out of this Agreement. ARTIST further waives any rights against the City for any and all injuries or damages alleged to have arisen during the term of this Agreement. The ARTIST will name the City of Norman as an additional insured and provide the City of Norman with a Certificate of Liability Insurance

IX. Default

If any party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this Agreement, whether through legal action or otherwise.

X. Binding

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns.

XI. Integration

This Agreement represents the entire and integrated Agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be changed by a written amendment executed by all parties.

XII. Ownership of Documents and Models

Upon final acceptance, all studies, drawings, designs, maquettes and models prepared and submitted under this Agreement shall be returned to the ARTIST and shall belong to the ARTIST unless agreed by all parties.

XIII. Modification

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all three parties hereto.

XIV. Severability

Any provision of this contract, which is hereafter found by a court of law or otherwise to be in conflict with the laws, rules, and/or regulations of the United States, State of Oklahoma or City of Norman shall be considered null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent the contract is capable of execution.

ARTIST

BY: Laura Robbins
Laura Robbins

CLIENT

BY: [Signature]
President, Norman Arts Council

APPROVED as to form and legality this 17th day of February, 2016.

[Signature]
CITY ATTORNEY

APPROVED this _____ day of _____, 2016, by the Norman City Council.

MAYOR Cindy Rosenthal

ATTEST:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2016

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 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 The Insurance Center Agency, Inc. 9020 N May Ave. Suite 160 Oklahoma City OK 73120-4489		CONTACT NAME: Debbie Hankins PHONE (A/C, No, Ext): (405) 843-0793 FAX (A/C, No): (405) 843-3208 E-MAIL ADDRESS: debbie@ticoka.com	
INSURED Laura Robbins, DBA: Foothill Studio 16 Dos Hermanitas Placita NM 87043		INSURER(S) AFFORDING COVERAGE INSURER A: Wilshire Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16/17 Master

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:			CL00114110	2/23/2016	5/26/2016	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 \$ excluded	
	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 <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> 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						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							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

erinn@normants.org

The City of Norman
Norman, OK**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Campbell, CIC/DSH

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ACORD 25 (2014/01)

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INS025 (201401)



Auto Insurance Declaration Page

Policy Number: 18964-69-79

Effective: 12/13/2015 12:01 AM

Expiration: 12/13/2016 12:01 AM

Named Insured(s): Laura W Robbins

16 Dos Hermanitos

Placitas, NM 87043-8687

laura@laurarobbinsmosaics.com

Underwritten By: Farmers Insurance Company of Arizona

16001 N. 28th Ave

Phoenix, AZ 85023

Premiums

► **Policy Premium**

\$1,074.20

This is not a bill.

Your bill with the amount due will be mailed separately.

Household Drivers

Name	Driver Status
Laura W Robbins	Covered

Vehicle Information

Veh. #	Year/Make/Model/VIN	Coverage	Deductible	Limit
1	1999 Subaru Forester 4D 4Wd L JF1SF6353XH729757	Comprehensive: Collision: Uninsured/ Underinsured Motorist Bodily Injury: Uninsured/ Underinsured Motorist Property Damage:	Not Covered Not Covered	\$50,000 each person/\$100,000 each accident Rejected
2	2015 Subaru Xv Crosstrek 4D 4Wd 2.0i JF2GPADC3FH275068	Comprehensive: Collision: Uninsured/ Underinsured Motorist Bodily Injury: Uninsured/ Underinsured Motorist Property Damage:	\$100 \$500	\$50,000 each person/\$100,000 each accident \$25,000 each accident

farmers.com

Policy No. 18964-69-79

Questions?

Call your agent Louis Malherbe Ins
Agency Inc at (505) 896-0180 or email
lmalherbe@farmersagent.com

Manage your account:

Go to www.farmers.com to access
your account any time!



Declaration Page (continued)

Coverage Information

Coverage	Limits (applicable to all vehicles)	Premiums by Vehicle	
		Vehicle 1	Vehicle 2
Bodily Injury Liability	\$250,000 each person \$500,000 each accident	\$140.10	\$130.70
Property Damage Liability	\$100,000 each accident	\$94.80	\$79.90
Medical Coverage	\$2,000 each person	\$12.00	\$14.20
Comprehensive		Not Covered	\$128.80
Collision		Not Covered	\$163.00
Uninsured/ Underinsured Motorist Bodily injury		\$114.60	\$139.80
Uninsured/ Underinsured Motorist Property Damage		Rejected	\$33.90
Towing and Road Service	\$150 each accident	\$11.20	\$11.20
Total Premium Per Vehicle		\$372.70	\$701.50
► Policy Premium			\$1,074.20

Discounts

Discount Type	Applies to Vehicle(s)	Discount Type	Applies to Vehicle(s)
Auto/Home	1, 2	Multiple Car	1, 2
Paid In Full	1, 2	Group - Educator	1, 2

Other Policy Features and Benefits

- Accident Forgiveness - prevents one accident from impacting your premium
- Incident Forgiveness - protects your premium from increases due to minor traffic violations
- Guaranteed Renewal - claims activity will not lead to cancellation or nonrenewal

Policy and Endorsements

This section lists the policy form number and any applicable endorsements that make up your insurance contract. Any endorsements that you have purchased to extend coverage on your policy are also listed in the coverages section of this declarations document: 56-5059 2nd ed.; J6274 1st ed.; J6275 1st ed.; J6489 1st ed.; J6491 1st ed.; J6492 1st ed.; J6525 1st ed.; J6558 1st ed.; J6674 1st ed.; J6774 1st ed.; J6934 1st ed.; J6956 1st ed.; NM010 1st ed. [Veh:1 only]; NM016 2nd ed.; NM021 1st ed.; NM024 1st ed.; J6284 1st ed. [Veh:2 only]

Other Information

- Vehicle 1, 2 - You rejected your legal right to purchase Uninsured and Underinsured Motorist coverage limits equal to your policy's liability limits. You may contact your agent to request a change to your coverage.
- Vehicle 2 - Deductible waived if glass repaired rather than replaced.