

CITY OF TULSA, OK: PERCENT FOR ART PROJECT

# VISION TULSA

## ROUTE 66 HISTORICAL VILLAGE

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### CALL TO ARTISTS



**Prepared by:**  
Tulsa City Design Studio

**on the behalf of**  
City of Tulsa Arts Commission  
Route 66 Historical Village

**Project Location** ..... Route 66 Historical Village  
3770 Southwest Boulevard  
Tulsa, OK 74107

**Project Budget**..... \$20,000

**Medium**..... Photo-Op Art piece

**Submission Deadline**.. Submissions received after 5 PM CDT **11/30/2023** will not be accepted.

**Point of Contact** ..... Juniper Hentz- Urban Design Planner  
City Design Studio | Department of City Experience  
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175 E. 2<sup>nd</sup> Street, Suite 480  
Tulsa, OK 74103

# PROJECT BACKGROUND

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The City of Tulsa is accepting submissions from professional artists or teams of artists in response to a public art opportunity relating to the City's recent investments at the Route 66 Historical Village. The Route 66 Village is a railroad, transportation, and oil themed attraction on Route 66, located at 3770 Southwest Boulevard, Tulsa, OK 74107.

This call seeks to identify artists or teams of artists capable of designing, fabricating, and installing an original work of art serving as an artistic photo-op on the Route 66 Historical Village's Train Depot site. The piece will be located in the grass area near the front door of the building. See overview below.

## Approximate Location of Art Piece



*Figure 1: Plan View of the Train Depot*

The Train Depot is a replica of an 1883 depot, the Red Fork Depot, which was established in 1883 and became a major railhead for cattle drivers and later an important destination for oil field workers. The Train Depot is newly constructed and serves as an event space with meeting rooms and a full commercial kitchen and is situated along Historic Route 66. The Village is located on the southeast corner of the homestead allotment for the Sue A. Bland #1 Oil Well, 1901. (First well in Tulsa County prior to statehood)

## CREATIVE VISION

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### THE ROUTE 66 HISTORICAL VILLAGE MISSION AND VISION

*Tulsa's Route 66 Historical Village will be both an indoor and outdoor exhibition showcase center seeking to preserve the history and artifacts of transportation systems and modes that served as the catalysts for development and growth in Tulsa, Oklahoma, and the Nation. The exhibits and archives will include Highways, Railways, Airways, Waterways, Oil production, Gas Pipelines and Communication systems. All will be displayed at unique, strategic locations throughout the site, available to historians, students, teachers, and enthusiastic patrons from across the world.*

## ARTISTIC GOAL

Welcome Train Depot visitors with a permanent installation of an artistic piece that is consistent with the time period of the Train Depot. We encourage the artist, when creating the “Photo Op” Art piece, to encompass the Route 66 Village’s history for educational purposes, telling the story and presenting an opportunity for a “Photo Op” art piece to be exhibited outside of the Red Fork Depot Plaza.

## DESIGN REQUIREMENTS

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The selected artist/team will be responsible for designing, fabricating, and installing original work(s) that:

1. Serves as a 360 degree “photo-op” art piece.
2. Encompass the Route 66 Village’s history for educational purposes, telling the story.
3. Is representative rather than abstract in design.
4. Includes a descriptive plaque within the installation.
5. Will withstand the Oklahoma climate while requiring minimal maintenance.
6. Night lighting not required.

## BUDGET

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A budget of \$20,000 has been designated for the public art portion of this project. The selected artwork budget must be inclusive of all costs, including but not limited to artists fees, studio overhead, consultant fees, purchase of materials, artwork fabrication, site preparation, transportation, installation of work, plaque, construction and installment of any necessary bases, general public liability policy of \$1.0 million dollars, workers compensation insurance, and contingency. The selected artist will be responsible for the appropriate allocation of the commission funds to the artist’s project components.

## INFORMATIONAL CONFERENCE CALL

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Members of the Steering Committee will hold two informational conference calls, November 20<sup>th</sup> and 28<sup>th</sup> 2023. The meetings will cover aspects of the submittal process, provide opportunities to ask questions about requirements, and additional project criteria. Village Staff will be available to answer questions about the site and the Train Depot. Attendance of a minimum of one informational conference call is strongly encouraged as all questions must be answered publicly.

*Welcome sign located west of the parking area.*



# SHORTLISTING CRITERIA

Your submission will be judged based upon its ability to reflect your artistic experience and the creativity and feasibility demonstrated in the submittal. The Steering Committee and/or the Arts Commission reserves the right to recommend that no applicants be awarded the project. Note that submissions must include general description of materials and approximate dimensions of submitted work.

1. Experience: Completion of works in prominent locations with comparable budgets
  - a. Quality and completeness of application
  - b. History of completing comparable projects in a timely fashion
2. Creativity: Your interest in the project and creative goals are distinct and clear
  - a. Statement of Interest demonstrates an understanding of the project.
  - b. Embody the Artistic Goal and Village Mission in your piece.
3. Feasibility: The proposed concept is practical from a scheduling, fabrication, installation, financial, and on-going maintenance standpoint.

# SCHEDULE

<b>PHASE 1: OPEN CALL</b>	<b>1: Call to Artists Issued</b>	November 9 <sup>th</sup>
	<b>2: Informational Conference Calls</b>	November 20 <sup>th</sup> or Nov. 28 <sup>th</sup>
	<b>3: Deadline for Submission</b>	November 30 <sup>th</sup>
<b>PHASE 2: REVIEW</b>	<b>4: Review and Shortlisting</b>	December 4 <sup>th</sup> – 7 <sup>th</sup>
	<b>5: Interview Window</b>	December 11 <sup>th</sup> – Dec. 14 <sup>th</sup>
<b>PHASE 3: IMPLEMENTATION</b>	<b>6: Contract Negotiation</b>	December/January
	<b>7: Conceptual Design Report</b>	Following contract approval
	<b>8: Fabrication/Installation</b>	Following notice to proceed
	<b>9: Opening</b>	Per approved schedule

# PHASE 1 – CALL TO ARTISTS

1. Call to Artists Issued: The Tulsa City Design Studio is issuing this Call to Artists. The Steering Committee will review submissions and administer the artist selection process.
2. Informational Conference Call: Register via sending an email request for the intended date to the point of contact at least one day before the meeting. One attendance strongly encouraged as conference calls are the artist’s opportunity to ask questions and receive clarification.
  - a. Conference Call 1 Nov. 20<sup>th</sup>, 2023 – 2:00 pm -4:00 pm
  - b. Conference Call 2 Nov. 28<sup>th</sup>, 2023 – 9:30 am -11:30 am
3. Deadline: Submissions received after 5 PM CDT Thursday, November 30<sup>th</sup>, 2023, will not be accepted.  
All submitted materials will be reviewed by the Steering Committee.



## YOUR INFORMATION & EXPERIENCE

**CONTACT INFORMATION** Name, phone, email, mailing address, etc. Not evaluated.

**RESUME(S) PDF upload.** Include relevant education and recent commissions featuring budgets, exhibitions, collections, related experience, honors and grants, bibliography, and affiliations within the last five years. *(No individual's resume should exceed three pages.)*

**REFERENCES** List three professional references with a thorough knowledge of your work and methods. *(The list must include at least one client who commissioned you for an artwork installation within the last five years.)*

**PORTFOLIO** PDF upload. *(Ensure that your portfolio does not exceed 10 MB.)*

## YOUR CREATIVITY

**STATEMENT OF INTEREST** Explain why you are qualified to complete the Rt 66 Historical Village Train Depot Art project. *(Do not exceed 250 words.)*

**IDEAS & THEMES** Explain how you would work with stakeholders to realize a collaborative vision. Additionally, explain generally what form your design might take and the ideas and themes you hope to explore. *(Do not exceed 250 words.)*

**MATERIALS & DIMENSIONS** Give a general description of the intended materials for the work. Additionally, provide approximated dimensions for the work. *(Do not exceed 250 words.)*

# HELPFUL CONTEXT

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## STAKEHOLDERS

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### CITY OF TULSA

#### ARTS COMMISSION

The Arts Commission is charged with assisting the City in matters concerning public artwork, giving guidance in purchases and maintenance of existing artwork, providing a source of respected opinions and advice concerning public matters having aesthetic implications, reviewing public signage issues (including neighborhood signs), stimulating superior aesthetic quality in all phases of physical development within the community and assisting in the procurement of additional works of public art.

#### TULSA DEPARTMENT OF CITY EXPERIENCE - ARTS & CULTURE

The Tulsa City Design Studio facilitates processes that help make and market Tulsa as a place of artistic and cultural innovation and tradition. As an interface between Tulsa's artistic community and municipal resources, the Tulsa City Design Studio assists in the approval of beautification projects, the selection and maintenance of public art, and the long-term cultivation of Tulsa's historic and cultural resources.

#### ROUTE 66 VILLAGE BOARD

The Route 66 Historical Village is a volunteer-based non-profit organization dedicated to showcasing the rich heritage of Tulsa's west side and its contribution to the early development of Tulsa's oil, cattle, and railway industries. The Route 66 Village Board leads the initiatives and fund-raising efforts to develop, maintain, and display Educational and Historical based exhibits at this outdoor transportation museum, thus preserving the rich history that was prominent in Tulsa becoming the Oil Capitol of the World. As the Village land is leased from the City of Tulsa, the Board has a strong working relationship with the City of Tulsa in not only developing our historic and cultural resources, but also in accomplishing future economic development and heritage tourism. The Village entertains a myriad of visitors, both domestic and international each year, seeking the Route 66 experience. The Route 66 Historical Village's Mission Statement along with other information and images from the Village can be found on the website: [route66village.com](http://route66village.com).

## PROJECT SITE

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*Figure 2: Looking east at the entrance to the Train Depot showing the replica of the Route 66 Highway*



*Figure 3: Looking east at the full view of Route 66 Historic Village including the street (Historic Route 66)*



## CONTRACT FOR ARTWORK

**THIS CONTRACT FOR ARTWORK** (the "Contract") is made by and between the City of Tulsa, an Oklahoma municipal corporation (the "City"), 175 E. 2nd Street, Tulsa, OK, 74103, and **[NAME]**, **[ADDRESS]**, (the "Artist").

**WHEREAS**, the City of Tulsa is currently constructing the **[LOCATION/BUILDING NAME]** located at **[LOCATION]**, Tulsa, OK **[ZIP]** (the "Facility"); and

**WHEREAS**, City has allocated funds for Artwork for the Facility as required by City ordinance; and

**WHEREAS**, the Arts Commission for the City of Tulsa issued a Request for Proposal (RFP) for this Artwork and such Request for Proposal is attached hereto as Attachment A and incorporated herein by this reference; and

**WHEREAS**, page [#] of the RFP required each proposer to prepare and submit certain submissions for City's consideration in selecting an artist. Artist submitted these items which are attached hereto as Attachment B and incorporated herein by this reference ("Submittals"). Artist's Submittals set forth Artist's qualifications and proposal for the artwork. Based on Artist's Submittals, the Artist was selected to design, execute, fabricate and install an original work of art (hereinafter collectively "the Artwork") at the Site, the Artwork and the Site being more particularly described below; and

**WHEREAS**, the Artist is willing to provide such services for the Artwork and the City desires to contract with the Artist for the design, fabrication, delivery and installation of the Artwork on the terms and conditions hereinafter described.

**NOW, THEREFORE**, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

### ARTICLE 1. ARTIST'S SERVICES

#### 1.1 General

1.1.1 The Artist shall design, execute, fabricate, install and document the Artwork in substantial conformity with the design theme as approved by the City. The Artwork will generally consist of the following elements:

1.1.1.1 Free-standing stainless-steel sculpture, with one side painted in epoxy paint, on a base [REVISE AS NEEDED]

1.1.1.2 Structural engineering needed for sculpture foundation and base [REVISE AS NEEDED]

- 1.1.1.3 Electrical engineering and associated fixtures and electrical infrastructure needed for lighting and power needs of the sculpture [REVISE AS NEEDED].
    - 1.1.1.4 Artist is required to obtain all required building permits.
  - 1.1.2 The Site location for the Artwork shall be as set forth in the RFP.
  - 1.1.3 The Artist shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of the Artwork.
  - 1.1.4 The Artist shall determine the artistic expression, scope, design, color, size, material and texture of the Artwork, subject to review and acceptance by the City as set forth in this Contract.
- 1.2 Execution of the Artwork
  - 1.2.1 Approved Schedule. Within twenty-one (21) days of the execution of this Contract, the Artist shall submit for approval by the City, a written schedule of progress completion dates for the components of the Artwork including but not limited to, a kickoff meeting to include information gathering from the City for specific imagery and text, review of art plans, submission of final art plans, approval of final art plans (“Design”), fabricating the Artwork, submitting a plan of delivery and installation of the Artwork, and providing post-installation materials. City shall approve or submit its requested revisions to the proposed schedule within fifteen (15) days of receipt of Artist’s proposed schedule. The proposed schedule approved by the City or the schedule with the City’s proposed revisions accepted by the Artist shall serve as the “Approved Schedule” for the performance of this Contract. Final installation of artwork, base and plaque will occur in coordination with the Facility’s construction.
  - 1.2.2 The Artist shall complete the fabrication of the Artwork in substantial conformity with the Design as presented to and approved by the City which is incorporated herein as a part of this Contract and in accordance with the Approved Schedule.
  - 1.2.3 Prior to implementation of any significant changes in the Artwork, the Artist shall present to the City in writing, for further review and approval, a thorough description of such proposed changes. A significant change is any change affecting the scope, intent, design, color, size, material or location of the Artwork not permitted by, or not in substantial conformity with, the approved Design. Following receipt of the required description of proposed change(s), the City shall approve or disapprove the change(s) suggested by the Artist. The Artist may implement a change only with priorwritten agreement from the City.

- 1.2.4 The Artist shall make periodic progress reports to the designated representative of the City. Representatives of the City shall have the right to review the progress of the Artwork at reasonable times, and with advance notice, during the fabrication thereof.
- 1.2.5 In performance of the Artwork described herein, the Artist shall comply with all applicable State and local laws, rules and regulations. Artist shall avoid the use of materials or finishes known to be hazardous or potentially hazardous, including asbestos or any derivative thereof.
- 1.2.6 The Artist shall complete the Artwork and the installation thereof in accordance with the Approved Schedule.
- 1.2.7 The Artist shall provide to the City a written plan of installation of the Artwork on the Site. The written plan shall include the following information: specifications for installation and specifications for foundation design including materials needed for Site preparation or any physical alteration of the Site as specified by the Artist as delineated in section 1.1.1.
- 1.2.8 The City shall grant extensions as needed if installation is delayed because of delays in Site preparation. The City will notify the Artist of any such delay. The City and the Artist will agree upon a new date for delivery and installation of the Artwork at the Site. The granting of any extensions shall not affect any other provisions of this Contract.
- 1.2.9 If the Artist fails to complete installation within the time set in the Approved Schedule and any extensions thereto, the Artist has ten (10) days to complete the installation. If after the ten (10) days after the installation has not been completed, then the Artist will be in breach of the Contract.

### 1.3 Delivery and Installation

- 1.3.1 The Artist, at Artist's cost, shall deliver and install the completed Artwork at the Site, including off-loading, set-up costs, crane, forklift and/or other specialized equipment costs, and personnel needed for off-loading and set-up.
- 1.3.2 Except as set forth herein, all labor, equipment, and/or expenses and costs required for completion and installation of the Artwork at the Site shall be the responsibility of the Artist.

### 1.4 Post-Installation

- 1.4.1 Within thirty (30) days after installation of the Artwork and prior to final payment, the Artist shall furnish the City high quality photographs of the completed Artwork saved on DVD or some other digital format.

1.4.2 The Artist shall also furnish the City with a full written narrative description of the Artwork.

1.4.3 The Artist shall provide to the City written instruction for appropriate maintenance and preservation of the Artwork.

1.5 Final Acceptance

1.5.1 The Artist shall advise the City in writing when all services required, including Post-Installation, have been completed.

1.5.2 The Artist shall apply for final payment.

1.5.3 The City shall process the final payment, which acknowledges final acceptance of the Artwork.

1.5.4 Title of ownership to the Artwork shall pass to the City upon final acceptance.

1.6 Ownership of Documents and Models. Upon final acceptance of the Artwork and final payment to the Artist, all studies, drawings, designs, maquettes and models prepared and submitted under this Contract shall belong to the City; provided, however, the Artist may retain possession of one scale model of the Artwork for Artist's records.

## **ARTICLE 2. COMPENSATION AND PAYMENT SCHEDULE**

2.1 Budget. The budget for the Artwork for the Facility funded by the City (excluding the amount allocated for maintenance) is \$ [0.00] ("Budget").

2.2 Artist's Fixed Fee. The City shall pay the balance of the Budget to the Artist as a fixed fee which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Contract, including, but not limited to, fees, labor of the Artist and the Artist's assistants, studio and operating costs applicable to this project, travel costs for the Artist to and from the Site or other necessary travel, and all costs associated for the approval of the designs by an Oklahoma licensed professional engineer. Any costs for the mounts/hardware/installation of the Artwork at the Site location and delivery to the Site shall be paid directly by the Artist. The Artist shall be responsible for payment for transportation of the Artwork to the Site and any costs associated with alterations to existing structures to accommodate the Artwork. The fixed fee shall be paid to the Artist in the following installments, each installment to represent full and final payment for all services and materials provided prior to the due date thereof:

- 2.2.1 Installment 1 in the amount of \$ [000.00] upon execution of the Contract by all parties and receipt of the executed Affidavit of Claimant, Artist's insurance certificates, Vendor supplier form, W-9, and receipt of concept sketches;
  - 2.2.2 Installment 2 in the amount of \$ [000.00] upon City's approval of the Design, including the design of the foundations and associated electrical needs for the Artwork;
  - 2.2.3 Installment 3 in the amount of \$ [000.00] upon notification that one half of the fabrication process has been completed accompanied with documentation for review of the fabrication process to date;
  - 2.2.4 Installment 4 in the amount of \$ [000.00] upon approval of completion of the Artwork prior to installation; and
  - 2.2.5 Installment 5 shall equal the balance of the fixed fee (after the payment of previous installments) as final payment after completion of the installation, final approval of the Artwork by the City and completion of the Post-Installation services described in Section 1.4.
- 2.3 Payment. In order to receive payment, the Artist shall submit an invoice containing photographs documenting the required progress of the Artwork, as applicable. The City shall determine if the conditions for payment of each installment have been satisfactorily completed. The City shall pay the invoice within thirty (30) days of such determination. The parties agree that no interest or other costs shall accrue on the fixed fee at any time during the operation of this Contract.

### **ARTICLE 3. TIME OF PERFORMANCE**

- 3.1 Performance according to Approved Schedule. The Artist shall perform the work and services under this Contract in accordance with the Approved Schedule or extensions thereof.
- 3.2 Time of the Essence. The times set forth in this Contract and the Approved Schedule are of the essence and shall be strictly enforced unless extended as provided herein.
- 3.3 Time Extensions. Reasonable extensions of time to the Artist and to the City will be granted in the event there is a delay in the performance of the respective party's obligations in connection herewith if caused by conditions beyond either party's control or Acts of God which render timely performance of either party's services impossible. Failure to fulfill time performance obligations due to conditions beyond the reasonable control of either party will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

## ARTICLE 4. WARRANTIES

- 4.1 Warranties of Title. The Artist represents and warrants that:
- 4.1.1 the Artwork is solely the result of the artistic and creative efforts of the Artist;
  - 4.1.2 the Artwork is unique and original and does not infringe upon any copyright;
  - 4.1.3 the Artwork has not been accepted for sale elsewhere; and
  - 4.1.4 the Artwork is free and clear of any liens from any source whatever.
- 4.2 Warranties of Quality and Condition. The Artist represents and warrants that:
- 4.2.1 the Artwork, 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 Artwork; and
  - 4.2.2 reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City in accordance with the terms of this Contract
- 4.3 Quality and Conditions Warranty Breach. The City shall give notice to the Artist of any observed breach of warranty with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, 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 (including, for example, cure by means of repair or re-fabrication of the Artwork).

## ARTICLE 5. COPYRIGHT OWNERSHIP AND REPRODUCTION RIGHTS

- 5.1 General
- 5.1.1 Copyright Interests. Upon delivery, final inspection and acceptance of the Artwork by the City, title and possession of the Artwork shall vest in the City. Artist shall retain the right to copy, sell copies of, and license others to copy, the Artwork; provided that the Artist shall not sell copies of the Artwork to other municipalities, or license other municipalities to copy the Artwork; provided further that the City of Tulsa is hereby granted perpetual license to copy, publish, and sell copies of the Artwork for City of Tulsa's purposes. For purposes of this Contract, the term *Copyright Interests* means all interests Artist may own or claim in copyrights in the United States in and to the Artwork including, without limitation, all rights to register and obtain

renewals and extensions of copyright registrations, all rights of reproduction, display, performance and distribution, and the right to create derivative works therefrom together with all other copyright interests accruing by reason of international copyright conventions, including the right to sue for, settle, or release any past, present, or future infringement thereof. All *Copyright Interests* or other intellectual property rights associated with the Artwork shall belong exclusively to the Artist.

- 5.1.2 License to City. The Artist grants to the City, City's successors and assigns, a royalty free, non-transferable irrevocable license to make, or have made on the City's behalf, photographic or graphic reproductions of the Artwork, including, but not limited to, photographs or reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, in any medium, provided that these rights are exercised in a tasteful and professional manner.
- 5.1.3 Waiver of Moral Rights. The City acknowledges Artist's artistic endeavor in and to the Artwork and agrees to make reasonable efforts to maintain the integrity of the Artwork so long as it is displayed; provided, however, the Artist acknowledges that perpetual display of the Artwork is not guaranteed. The City will attempt to notify and consult with the Artist in relation to any intentional alteration, modification, change, destruction of or damage to the Artwork by the City of which it has advance notice. Other than as provided for above, the Artist hereby expressly and forever waives for any and all uses of the Artwork as a work of visual art, as a promotional item, or otherwise, any and all moral rights applicable to the Artwork arising under 17 U.S.C. §106A, and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under 17 U.S.C. §106A, or any other type of moral right or *droit moral*.
- 5.2 Artist Credit. The Artist shall be identified as the creator of the Artwork in a visible location near the Site of the Artwork. The Artist shall provide and install an identifying exterior plaque; size and location to be approved by the City. All reproductions or photographs of the Artwork produced by or with the permission of the City shall identify the Artist as the creator of the Artwork.

## **ARTICLE 6. MAINTENANCE, RESTORATION AND DEACCESSION RIGHT**

- 6.1 Maintenance, Repairs and Restoration. Maintenance of the Artwork according to the instructions supplied by the Artist as provided for in this Contract and the repair and restoration of the Artwork shall be the responsibility of the City. The Artist shall be consulted for recommendations with regard to all repairs and restorations made during the Artist's lifetime. Following the demise of the Artist, an expert in conservation relative to the scale and media of the Artwork in question shall be consulted. To the extent practicable and in accordance with recognized principles of professional conservation, the Artist shall be given the opportunity to accomplish such repairs and restoration. At any point after delivery and installation of the Artwork, the Artist may inspect the Artwork and notify the City in writing as to any recommended repairs; provided, however, that the City shall not be obligated to make such repairs.
- 6.2 Deaccession Right. The City may remove the Artwork or any component thereof from the Site if it determines that the Artwork 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 Artwork or if the City otherwise determines that removal is in the best interest of the City. The City has no responsibility to locate, restore, or replace the Artwork if it is misplaced, damaged or stolen. The City shall notify the Artist of such a decision to deaccess the Artwork. Such notification shall be made before the deaccession, whenever possible.
- 6.3 Artist's Address. The Artist shall notify the City of changes in Artist's address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce those provisions of Article 6 that require the express approval of the Artist or notice to the Artist. City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist's rights.

## **ARTICLE 7. ARTIST AS INDEPENDENT CONTRACTOR/ AFFIDAVIT OF CLAIMANT**

The Artist agrees to perform all work under this Contract as an independent contractor and not as an agent or an employee of the City. The Artist as an independent contractor shall furnish all supervision, labor, materials, equipment, supplies, and other incidentals of the Artwork. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City. Artist shall complete the attached Affidavit of Claimant in compliance with the laws of the State of Oklahoma.

## **ARTICLE 8. INSURANCE, RISK OF LOSS AND INDEMNITY**

- 8.1 Insurance. The Artist, an independent contractor, shall procure and maintain in effect during the term of this Contract general liability insurance to cover any loss or damage to any person or property with a combined limit of coverage of at least \$1,000,000 per occurrence. The Artist shall also be responsible for maintaining workers' compensation insurance for its employees at Oklahoma minimum statutory limits. The Artist shall provide proof of such coverage by submitting certificates of insurance prior to the City's execution of the Contract. The Artist shall not cause any required insurance policy to be cancelled or permit it to lapse. If the Artist cancels, allows to lapse, fails to renew, or in any way fails to keep in required insurance policy in effect, the City will suspend all payments for the project until the required insurance is obtained. Further, the Artist may be deemed by the City to be in breach of the Contract, if the Artist fails to keep the required insurance in place for the duration of the Contract.
- 8.2 Risk of Loss. The Artist bears all risks of loss, damage to, or theft of the Artwork while it is being made, transported, and/or installed until final approval of the Artwork by the City.
- 8.3 Indemnity. The Artist shall indemnify, defend and hold City harmless from and against claims, damages, losses and expenses for bodily injury, sickness, disease or death or injury to or destruction of property, including, but not limited to, reasonable attorney's fees, arising out of or resulting from the activities, omissions and performance of this Contract but only to the extent caused in whole or in part by negligent acts or omissions of the Artist, its employees, agents, subcontractors or anyone directly or indirectly employed by it or anyone for whose acts it may be liable. The Artist shall further indemnify, defend and hold the City harmless from and against any claims including, but not limited to, reasonable attorney's fees, arising out of or resulting from the Artist's failure to pay for the labor, services, materials, equipment, supplies and other incidentals related to the Artwork furnished by the Artist.
- 8.4 Copyright Indemnity. The Artist shall indemnify, defend and hold the City harmless from any claims, suits, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of claims that the Artist has infringed any copyright in the design of the Artwork.

## **ARTICLE 9. MISCELLANEOUS**

- 9.1 Assignment. The work and services required of the Artist are personal and shall not be assigned, sublet or transferred. This shall not prohibit the Artist from employing qualified personnel who shall work under Artist's supervision.
- 9.2 Termination. If either party to this Contract shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants,

agreements or stipulations material to this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured within that time, this Contract shall terminate.

- 9.3 Modification. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by all parties hereto.
- 9.4 Conflict with Law. 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 or the State of Oklahoma 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.
- 9.5 Term. The Effective Date of this Contract shall be the date of signature by the City and shall extend until Final Acceptance of the Artwork by the City as defined herein; provided, however, that any provision of this Contract which is intended to be performed or continue to be performed after the Final acceptance of the Artwork shall survive the completion or termination of this Contract.
- 9.6 Oklahoma Law/Venue. This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance. The parties agree that any claim asserted in any legal proceeding by one party against the other shall be commenced and maintained in Tulsa County District Court of the State of Oklahoma or the United States District Court for the Northern District of the State of Oklahoma, which state or federal court has subject matter jurisdiction with respect to the dispute. The parties submit to the jurisdiction of such courts over each of them personally and, in connection with such litigation, waive any objection to venue in such courts and any claim that such forum is an inconvenient forum.
- 9.7 Audit Rights and Records. The Artist shall retain all records related to this Contract for the duration of the Contract term and for three (3) years following completion and/or termination of this Contract; provided, however, if an audit, litigation or other action involving such records is started before the end of the three year period, the records will be maintained for three (3) years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later. As used herein, "records" includes books, documents, accounting procedures and practices and other data, regardless of the type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Said records are subject to audit and examination by the City and any other pertinent State or Federal agency.
- 9.8 Notice. All notices shall be given in writing and sent to the Artist and the City at the addresses provided in the introductory paragraph hereof. Either party may give written notification to the other party of any change of address which shall be effective upon receipt of such written notification.

9.9 Merger. This Contract shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Contract.

This Contract has been executed by the duly authorized representative of the parties on the dates set forth below to be dated and effective on the date of execution by City.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

SAMPLE

**Artist:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title** \_\_\_\_\_

**City of Tulsa**

**By:** \_\_\_\_\_  
Mayor

**Dated:** \_\_\_\_\_

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Assistant City Attorney

**RECOMMENDED BY:**

\_\_\_\_\_  
Arts Commission Chairperson  
(signature)

\_\_\_\_\_  
City Engineer

**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

Notary Commission Number: \_\_\_\_\_

ATTACHMENT A  
REQUEST FOR PROPOSAL

SAMPLE

ATTACHMENT B  
ARTIST'S SUBMITTALS

SAMPLE