

K-2324-24  
Contract to Commission Artwork  
Between  
City of Norman, Oklahoma  
And  
PROJECTiONE LLC d/b/a Project One Studio

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Norman (hereinafter referred to as the "Owner"), and PROJECTiONE LLC d/b/a Project One Studio (hereinafter referred to as the "Artist") for a work of art incorporated herein by reference (hereinafter referred to as the "Work") to be placed in Griffin Park, at 1001 E Robinson St., Norman, Oklahoma.

WHEREAS, the City Council of the City of Norman believes the beautification of Griffin Park 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 and the Norman Arts Council Board 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 will design, execute, fabricate, transport, install and document the Work. These services shall be performed by Artist, and their assistants, as independent contractors.
- B. Artist agrees that said Work will be consistent with and substantially similar to the design concept presented to the Selection Panel Advisory Board and the Norman Arts Council Board. As design details are finalized, Artist will update the Owner.
- C. The Owner agrees to purchase the Work, under the terms and conditions of this contract upon final approval and acceptance of the Work by the Owner.
- D. The permanent location for the work shall be in Griffin Park, at 1001 Robinson St., Norman, Oklahoma.

- E. 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. The Owner will make equipment for installation available.
- F. The Owner shall make known its specifications regarding specific location, mounting, installation and other issues related to the finished product's delivery and installation, to the Artist prior to the rendering of their services.
- G. The Owner in consultation with the Artist shall determine the arrangement and placement of the final Work.
- H. The Artist shall be responsible for the delivery, installation, and securing of the Work on a concrete base prepared, by the Owner, at the site in Norman, Oklahoma.
- I. The Artist shall coordinate, with the Norman Arts Council, on outreach program design, including number, duration, form, and delivery type.

## 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 Norman Arts Council Board and approved by the Owner
- B. Prior to implementation of any significant changes in the Work, the Artist shall present to the Owner 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 Work not permitted by, or not in substantial conformity with, the approved design. 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 by March 15, 2024. Should the work be ready for delivery prior to March 1, 2024, the Artist shall keep the work safely stored at its studio or other location. The installation of the work will be at a date mutually agreeable between the Artist and the Owner, but no later than March 31, 2024.
- E. The Owner shall notify the Artist of construction delays resulting in delays in site preparation prior to the scheduled delivery date or installation date.

A new date shall be agreed upon by the Owner and Artist for completion, delivery and installation of the Work.

- F. The Owner shall always grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Client in performing its obligations under this Agreement or in completing the Project, or if conditions beyond the Artist's reasonable control such as, but not limited to, acts of nature; pandemic, national, state, or local quarantine or stay at home order, war or warlike operation; superior governmental regulation or control; public emergency render timely performance of the Artist's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.

- G. The Artist shall notify the Owner in writing when fabrication of the Work is completed and the Artist is ready to deliver the Work and install it on the site.

G. Within forty-five (45) days after installation of the Work, and prior to final payment, the Artist shall make available to the Owner high quality digital images of the completed Work

- H. The Artist shall furnish the Owner with a full written narrative description of the Work.

- I. The Artist shall provide the Owner written instructions for appropriate maintenance and preservation of the Work.

- J. The Artist shall notify the Owner in writing when all services have been completed. Final Acceptance will be effective as of the earlier to occur of (i) the date of the Client's written notification of Final Acceptance or (ii) the thirtieth (30<sup>th</sup>) day after the Artist has sent the written notice to the Client of completion, unless the Client, upon receipt of such notice and prior to the expiration of the 30-day period, gives the Artist written notice specifying and describing the services which have not been completed. Final acceptance shall be determined solely by the Owner and shall constitute the acknowledgment that the Work has been satisfactorily completed and installed according to the terms of this Agreement.

- K. 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 one (1) year 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 arising out of defects consisting of "inherent vice" or qualities accelerating deterioration of the Work which appear for a period of one (1) year after the installation and which the Artist shall correct.
  - iv. Except as otherwise specifically provided, no other warranty or representation, either express or implied, is included or intended in the Artist's proposals, reports, deliverables, and/or communications. The warranties in this Section are conditional and shall be voided by the failure of the Client to maintain the Work in accordance with the Artist's specifications, including the Maintenance Manual, and the applicable conservation standards. If the Client fails to maintain the Work in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Work as the Artist's creation and request that all credits be removed from the Work and reproductions thereof until the Work's condition is satisfactorily repaired. THE ARTIST DISCLAIMS ANY WARRANTIES ARISING OUT OF THE CLIENT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY DAMAGES OR LOSSES TO THE ARTWORK ARISING OUT OF VANDALISM, INTENTIONAL DAMAGES OR OTHER ACTS OUTSIDE THE REASONABLE CONTROL OF THE PARTIES.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ARTIST MAKES NO WARRANTIES TO THE CLIENT, WRITTEN OR ORAL, STATUTORY OR EXPRESS OR IMPLIED, INCLUDING

WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE CLIENT'S EXCLUSIVE REMEDY AND THE ARTIST'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH THE SERVICES AND THE ARTWORK (INCLUDING WITHOUT LIMITATION FOR BREACH OF WARRANTY OR INFRINGEMENT) SHALL BE, AT THE ARTIST'S SOLE OPTION, THE MODIFICATION OR REPLACEMENT OF THE SERVICES OR WORK OR A REFUND OF ALL OR PART OF THE FEES FOR THE SERVICE PERFORMED.

This Section will survive termination or expiration of this Agreement for any reason.

- C. The Artist retains all rights under the Copyright Act of 1976 under 17 U.S.C. § 101 *et seq.*, Visual Artists Rights Act of 1990 (VARA) 17 USC §106A, and all other rights in and to the Work except ownership and possession, except as such rights may be limited by this Agreement. The Artist shall not make any additional exact duplicate reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of the Owner. The Artist grants to the Client and Owner and its assigns an irrevocable license to make photographic or graphic reproductions of the Work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, if the Artist is duly credited, except where the Work is merely an incidental feature of a photograph. A plaque provided by the Owner, identifying the title, date, and Artist, shall be placed on or near the Work. The Artist shall have the right to use photographs of the completed Work as an example of his work and in books or brochures he may publish.

#### IV. Fee for Services

- A. The total purchase price of creation, preparation and completion of the final Work shall be \$89,000. This fee does not include the cost to Owner for preparation of the site for installation. 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.
- B. The Artist shall receive payments from the Client to the Artist to be paid in the amount of \$89,000.00 as follows:

- i. \$44,500.00 within thirty (30) days, upon delivery of signed contract by the Owner and Artist and the issuance of Artist's invoice;
  - ii. \$22,250.00 within thirty (30) days, upon documentation of the 50% milestone of completion of fabrication of the Work;
  - iii. \$11,125.00 within thirty (30) days, upon documentation of the 100% milestone of completion of fabrication of the Work;
  - iv. \$11,125.00 within thirty (30) days, upon final acceptance of the Work by Owner.
- C. Artist's lack of performance during either 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 which provides a statement addressing 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 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 Owner thus far including costs to remove the base or foundation.
- D. Artist shall provide proof of completion of the Work by submitting at least ten pictures of the Work from various angles which tend to clearly show the Artist's progression during the stages of fabrication to completion. Additionally, Artist shall submit Form A along with these documents.

V. Funding

- A. Owner guarantees and warrants that it will produce funds in the amount of \$89,000.00 for the completion of the Work.
- B. If any payment from the Owner is past due, the Artist will promptly notify the Owner and the Artist may immediately cease all services until full payment has been made and the Schedule and/or completion date shall be adjusted accordingly. The Artist has no obligation to provide services unless the Owner is in good standing and no amounts are owed to the Artist.

VI. Alteration and De-accession Right

- A. The Owner agrees that it will not consent to intentional alteration, modification, change, destruction of or damage to the Work by the Owner without attempting to consult the Artist.
- B. 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

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. Notice

Notice of any breach or other correspondence related to this contract shall be by email or regular mail to the following contacts:

Artist:

Project One Studio  
Adam Buente, Owner  
Address: 3151 Kirkbride Way, Ste. C  
Indianapolis, IN 46222  
812-480-6006  
Email: [adam@p1-studio.com](mailto:adam@p1-studio.com)

City:

Jason Olsen  
Title: Director of Parks and Recreation  
225 N. Webster Ave.  
Norman, OK 73070  
Email: [Jason.Olsen@normanok.gov](mailto:Jason.Olsen@normanok.gov)

XIV. Modification

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

XV. 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**

  
PROTECTIONE LLC d/b/a Project One Studio  
Adam Buente, Owner  
Address: 3151 Kirkbride Way, Ste. C  
Indianapolis, IN 46222  
812-480-6006  
Email: [adam@p1-studio.com](mailto:adam@p1-studio.com)

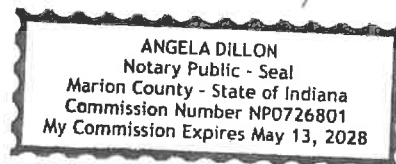
Before me, the undersigned, a Notary Public in and for said County and State, on this 21<sup>st</sup> day of June, 2023, Adam Buente, Owner AD personally appeared AD and AD, to me known to be the identical person(s)/(company title) Owner who executed the foregoing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



Notary Public

My Commission Expires: 05/13/2028





**CITY OF NORMAN**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the Norman City Council.

\_\_\_\_\_  
Larry Heikkila, MAYOR

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

APPROVED as to form and legality this 5<sup>th</sup> day of July, 2023.

  
CITY ATTORNEY

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# SCHEDULE I

## I. Estimate of Project Schedule

- A. Design Development / Engineering: within sixty (60) days, upon delivery of signed contract by the Owner and issuance of Artist's first payment
- B. Fabrication: within four (4) months, upon approval of Engineered Drawings
- C. Installation: within 14 days, upon approval of site preparation conditions and weather permitting. (Installation can be pushed into early spring 2024 if necessary)

## Form A

I, ADAM BUENTE, hereby declare that the accompanying documents truthfully and accurately depict the most current status of the Work. I further declare that I produced and created the Work pictured in the accompanying documents.

Artist/ Project Manager

Date

6/21/23

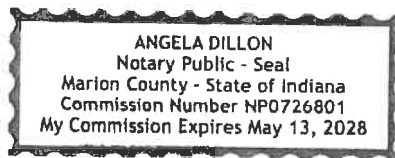
Address: 3151 KIRKBRIDE WAY, STE C.  
INDIANAPOLIS, IN 46222

State of Indiana  
County of Marion

Sworn to and subscribed before me this 21<sup>st</sup> day of June, 2023.

Angela Dillon  
Notary Public

My commission expires: 05/13/2028



Griffin Sports Complex | Norman, OK

# WindRose

Concept Proposal • April 24, 2023



We Love Color



Design



# Fab & Install

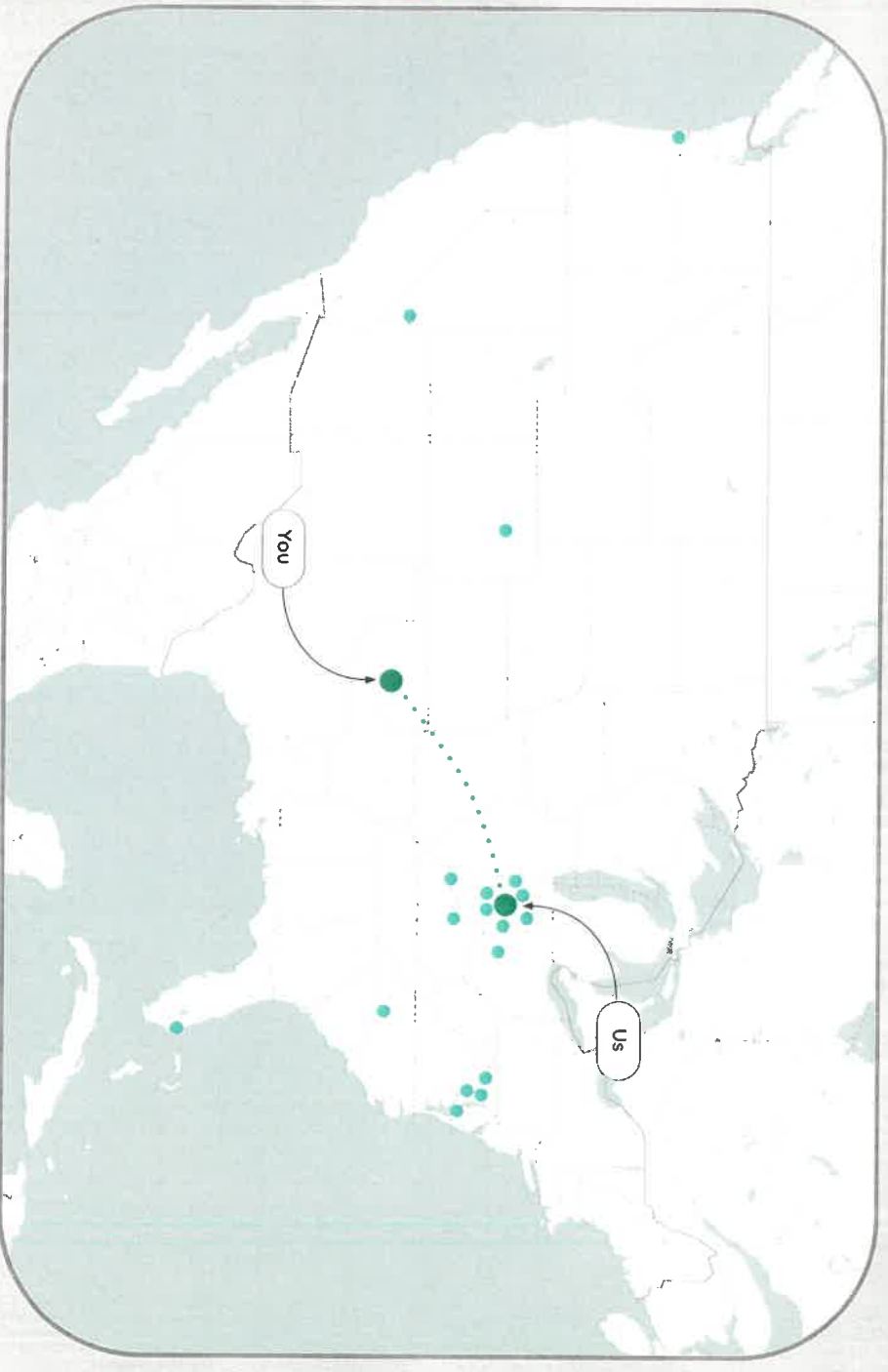


That's Me!

Project One Studio fabrication shop



## Public Art

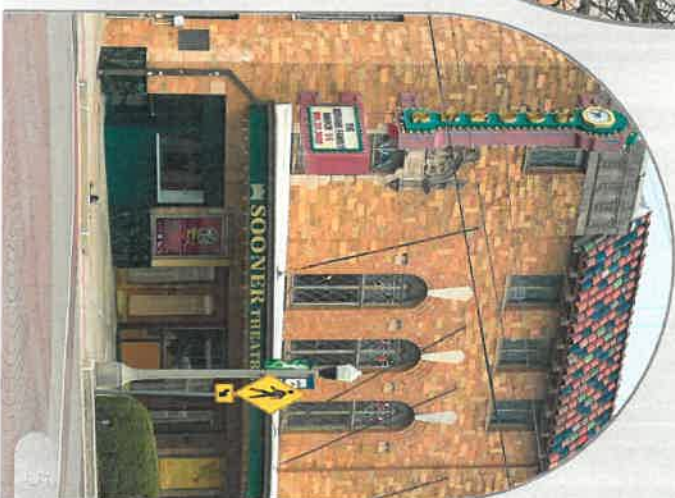






Lake Thunderbird

Visiting Norman







# Wind is a floating wave of air, whose undulation continually varies.

Vitruvius

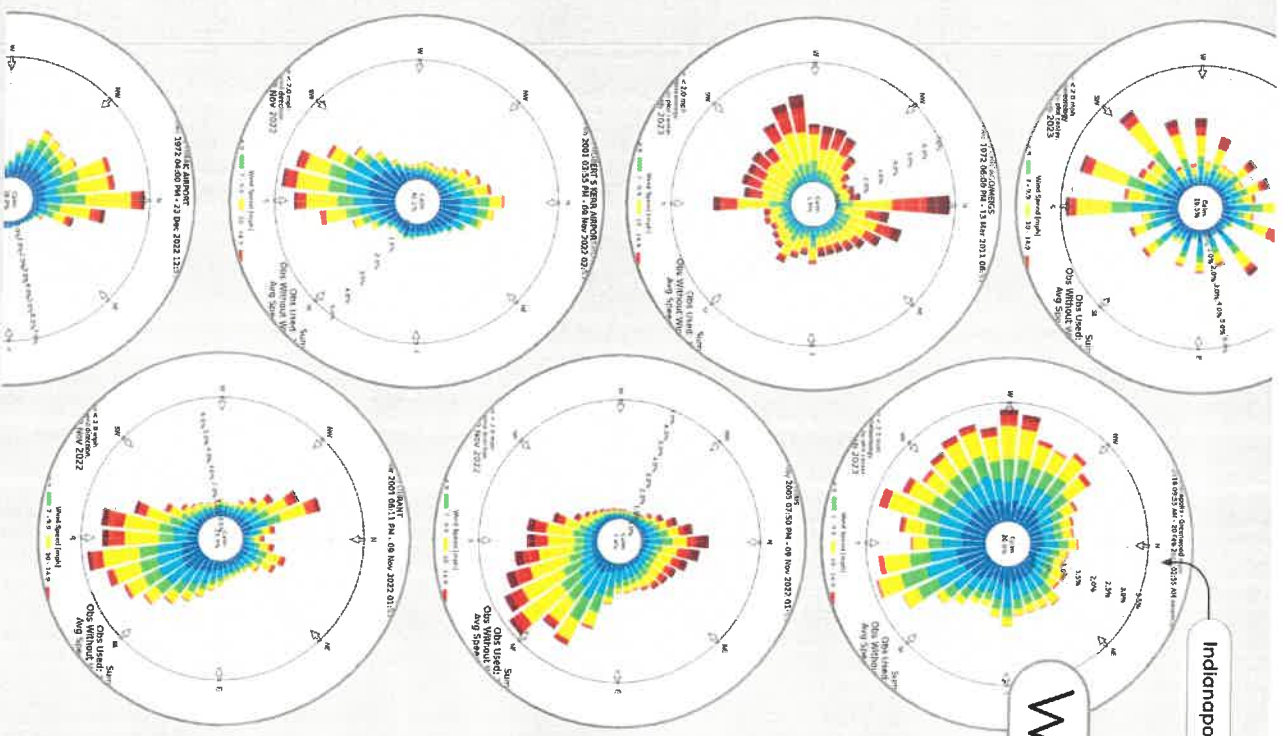
## Concept Narrative

*Windrose* is a playful yet meaningful addition to the landscape of Norman. It serves as a beacon, becoming a focal point for the community, connecting people, and creating a sense of place. It is an exploration of the ever-changing forces of wind as well as the connection between Norman's natural environment and Griffin Park. The constant movement of air, sometimes barely noticeable and other times turbulent, reminds us that we are all connected by nature.

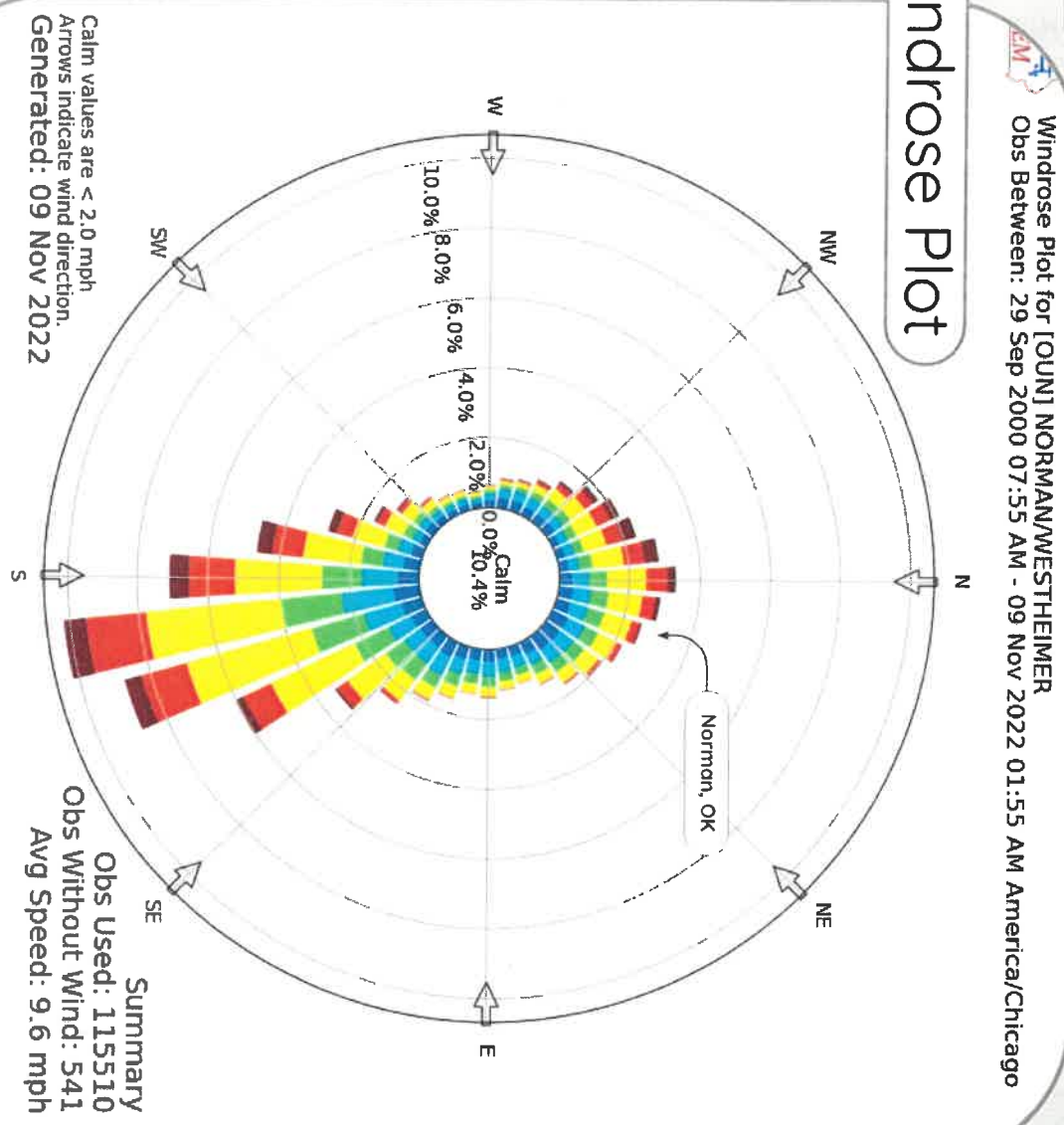
The project abstractly dissects Norman Oklahoma's *Windrose* plot as a generator of form, color, and site-specific integration. It seeks to provide moments of interaction for families, teams, and players visiting the park. Unprogrammed play, vibrant displays of color, and soothing gestural forms allow for various interpretations, ensuring that the artwork engages a diverse group of people and includes many ages, backgrounds, and abilities.

***Windrose* is an uplifting symbol of hope, reminding us not only to appreciate the natural beauty around us, but also the importance of creating connections with one another.**





# Windrose Plot



## Graph Variables



Color gradient based on wind intensity

Scale based on amount of time

122 01:53 AM America/Chicago

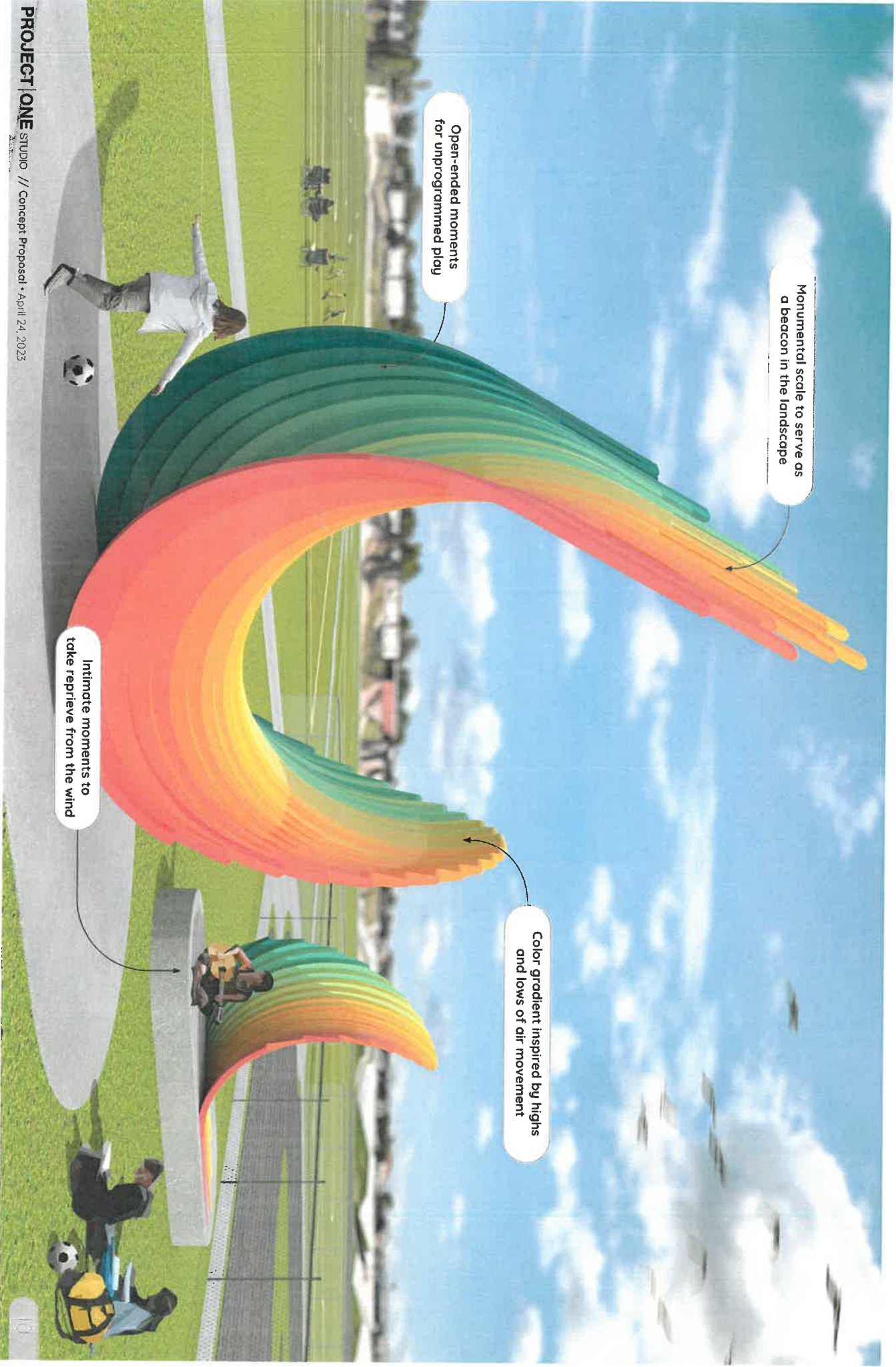
Focusing on the primary wind axis

Forms are influenced by the movement of air

Elements break free to become 3D

Design Inspiration



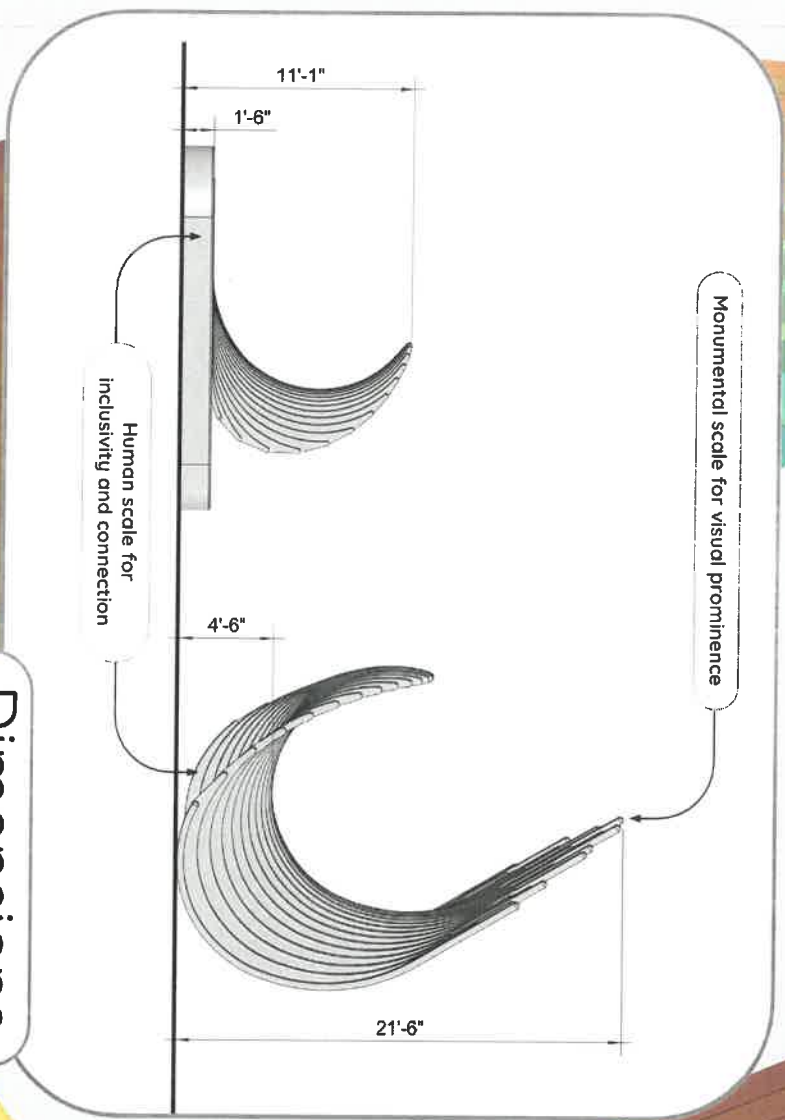


Monumental scale to serve as a beacon in the landscape

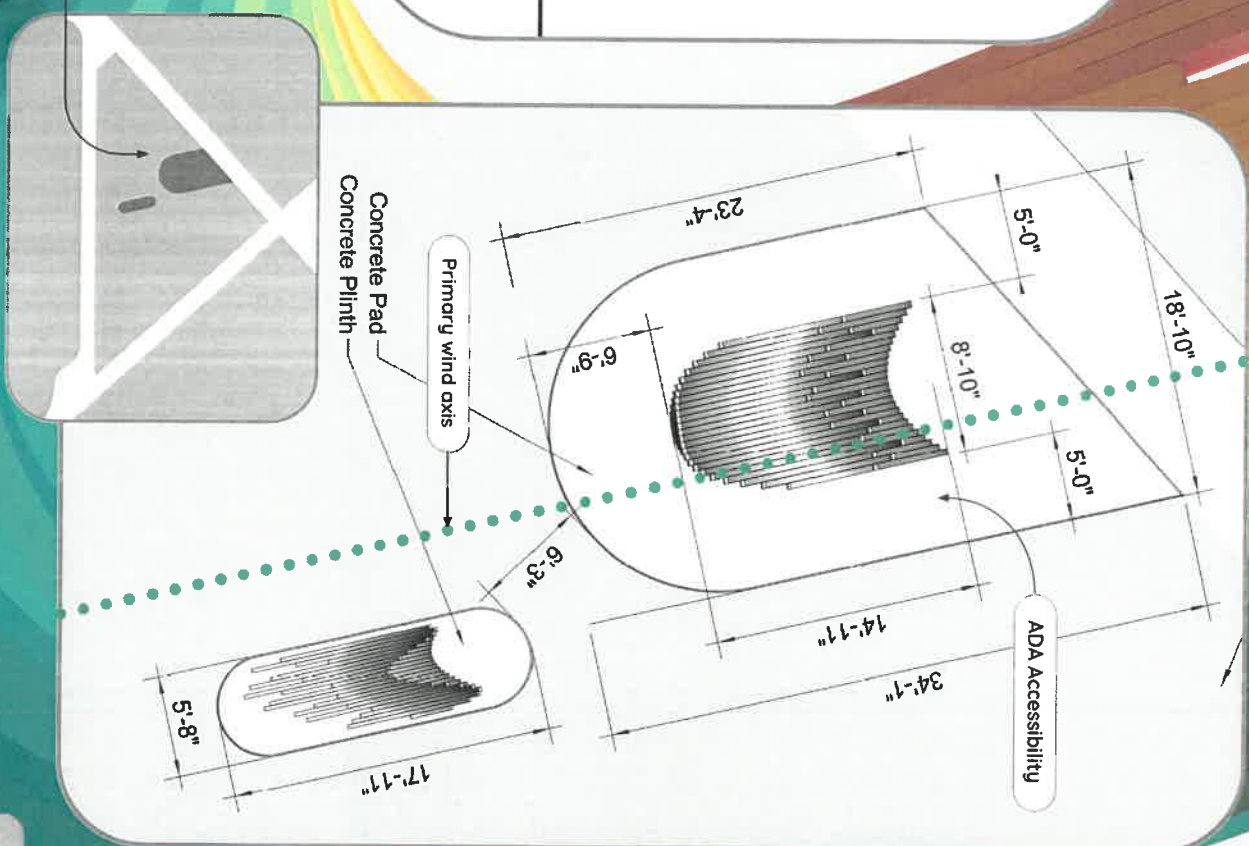
Open-ended moments for unprogrammed play

Color gradient inspired by highs and lows of air movement

Intimate moments to take reprieve from the wind



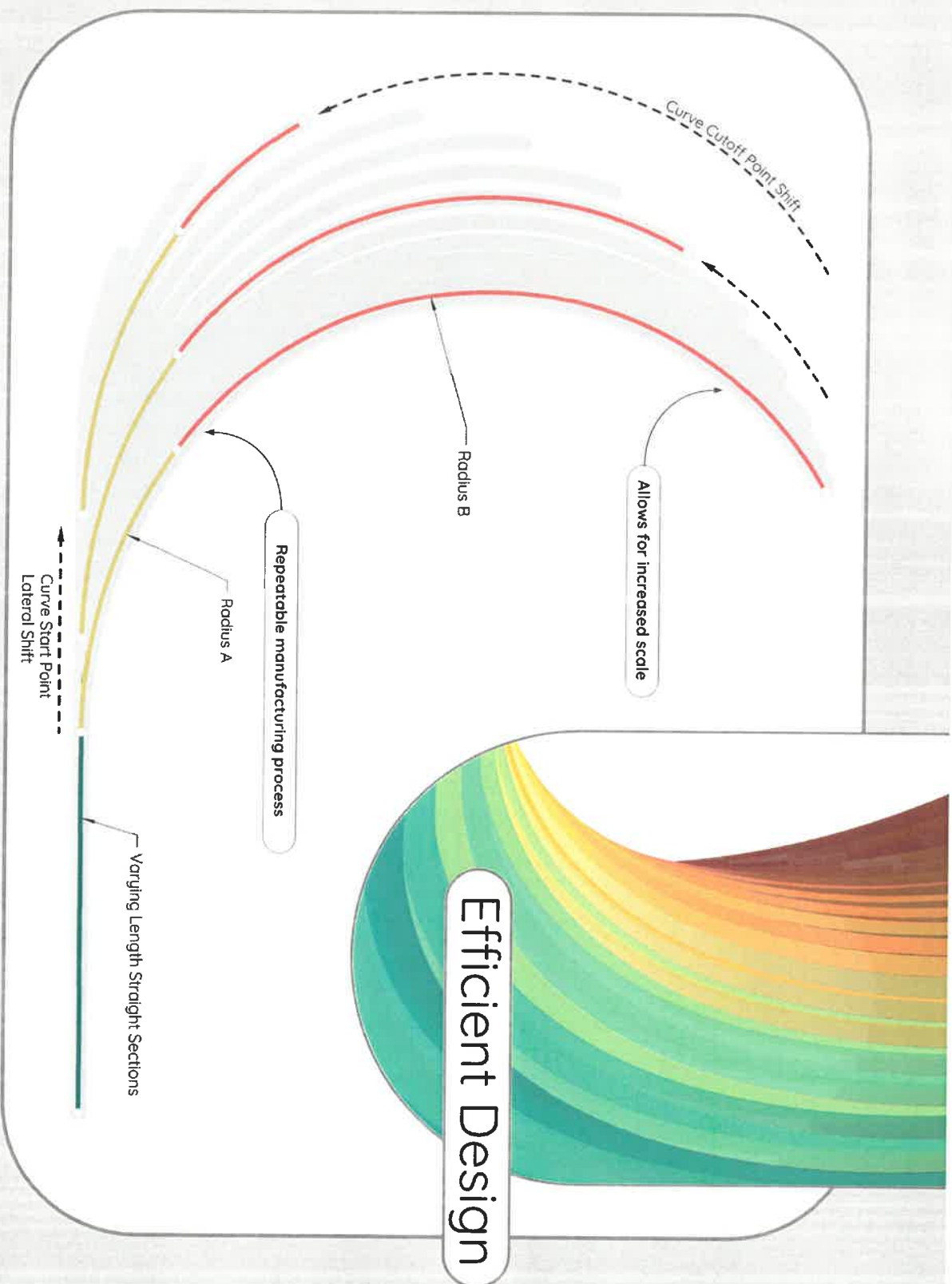
# Dimensions





An iconic larger form will serve as wayfinding, a vibrant backdrop, and a reminder of the natural world around us







Two distinct forms interact with each other and the site

Smaller scale material encourages interaction at the human level

Interactive zones will be developed to meet safety recommendations

Color acts a unifying element

Balance of form and function

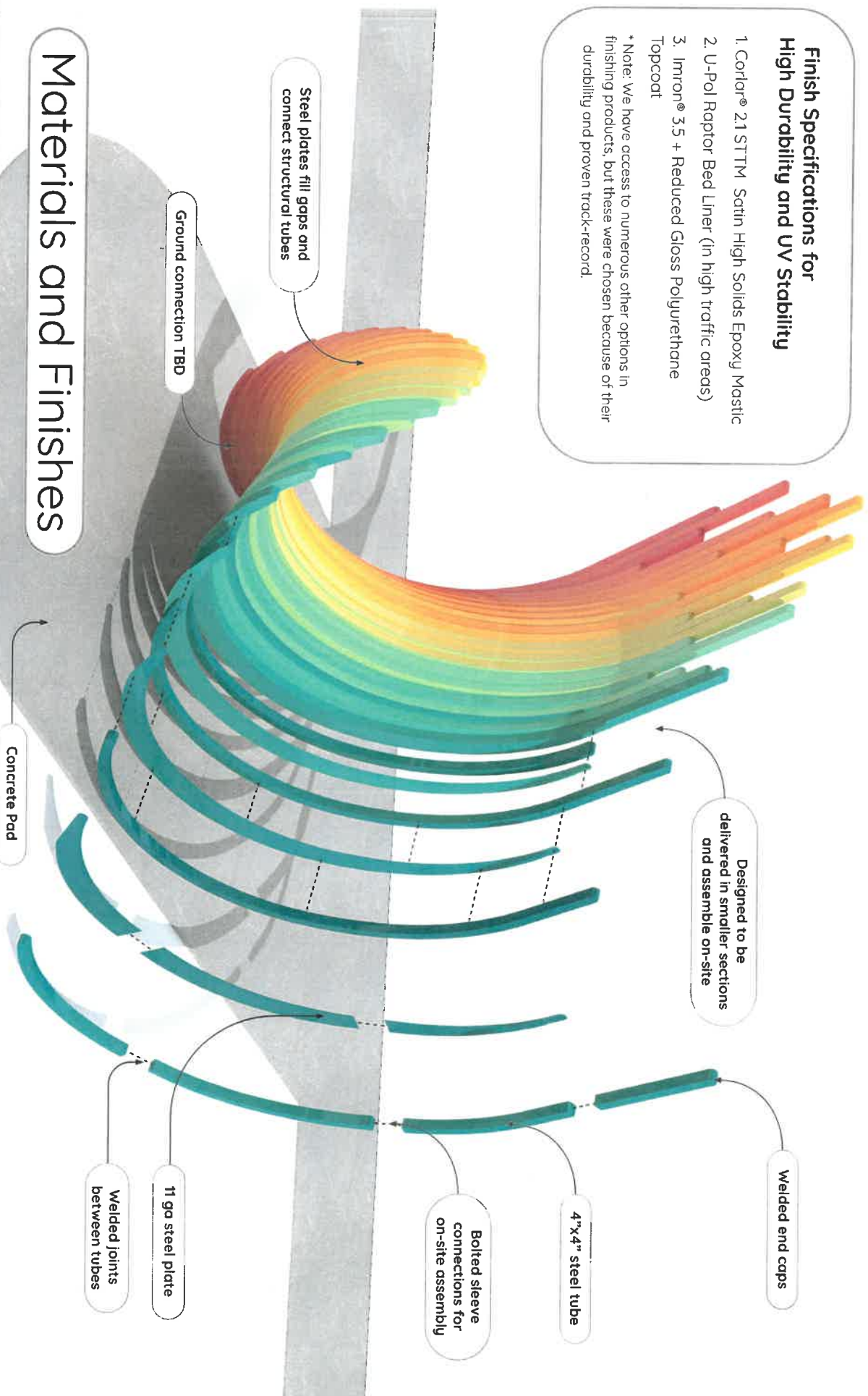
Concrete pad connects to existing sidewalk for ADA accessibility

## Finish Specifications for High Durability and UV Stability

1. Corlar® 2.1 STTM Satin High Solids Epoxy Mastic
2. U-Pol Raptor Bed Liner (in high traffic areas)
3. Imron® 3.5 + Reduced Gloss Polyurethane Topcoat

\* Note: We have access to numerous other options in finishing products, but these were chosen because of their durability and proven track-record.

## Materials and Finishes





## Color Possibilities



We can work with you to  
select the perfect color palette

Abstraction allows for a variety of interpretations beyond our concept, engaging people from all backgrounds and ages



### Preliminary Budget

Material	\$12,500.00
Fabrication	\$28,000.00
Finishing	\$5,000.00
Installation	\$18,000.00
Engineering	\$2,000.00
Artist Fee	\$13,300.00
Contingency (Artist-Held)	\$4,500.00
Concrete (*Partial)	\$5,700.00
<b>Total</b>	<b>\$89,000.00</b>

\* Budget assumes a portion of the cost for the larger concrete pad will be offset by the client to connect to existing sidewalk.

\*\* Since we design, fabricate, and install our work we are able to adjust as necessary to accurately meet budgets and timelines.

### Schedule

May 2023

Contracting, Proposal Revision	1 month
Design Development, Engineering	2 months
Fabrication	2 months
Installation	1-2 weeks
Contingency	1 month

Nov 2023

### Maintenance

- Minimal maintenance required with selected materials and finishes. Mild detergent and water, no abrasives or chemicals.

\* Clean as needed based on environmental conditions of the site

- An annual inspection for any excessive wear or deep scratches is recommended. The topcoat can be easily field applied to remedy any damage. \*Adding the bedliner in high-traffic areas will greatly reduce any wear issues

- Curving form and limited larger surface areas reduce vandalism concerns. Typical graffiti can be easily removed with standard cleaners



A young child with dark hair, wearing an orange t-shirt and patterned shorts, is sitting on a large, colorful, undulating structure that resembles a giant wave or a series of steps. The structure is composed of many horizontal bands of color, transitioning from dark green at the bottom to bright yellow and orange at the top. The child is looking towards the camera with a slight smile. The background is a clear blue sky with a few wispy white clouds.

Wind is a floating wave  
of air, whose undulation  
continually varies.