Amendment No. 1
to
Contract No. NA190000178
For
East 51st Street AIPP Project
Between
Olaniyi Rasheed Akindiya
dba Akirash
dba ArtWithAkirash
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

| | From | To |
|---|---|---|
| **Vendor Name** | Olaniyi Rasheed Akindiya<br>dba Akirash<br>dba ArtWithAkirash | Olaniyi R. Akindiya<br>dba ArtWithAkirash Studio, LLC |
| **Vendor Code** | [redacted] | [redacted] |
| **FEIN** | V00000944712 | V00000961396 |

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Mike Zambrano Digitally signed by Mike Zambrano
Date: 2021.02.23 08:21:24 -06'00'

Mike Zambrano, Jr.
Contract Management Specialist III
City of Austin, Purchasing Office

Date

# M E M O R A N D U M

**City of Austin**
**Financial Services Department**
**Purchasing Office**

**DATE:** 7/9/19

**TO:** Memo to File

**FROM:** Ricardo Zavala, Procurement Specialist III

**RE:** MA 5500 NA190000178

This Master Agreement Contract was created and administered by Economic Development Department. All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this Master Agreement Contract other than creation of the payment mechanism for accounting purposes.

# CONTRACT FOR THE DESIGN AND COMMISSION OF PUBLIC ARTWORK

BETWEEN THE

## CITY OF AUSTIN

AND

**OLANIYI RASHEED AKINDIYA**

This Contract for the Design and Commission of Public Artwork ("Contract") is entered into by and between the City of Austin ("City"), a home-rule municipality incorporated in the State of Texas, and **OLANIYI RASHEED AKINDIYA** ("Artist"), located at **15224 VALERIAN TEA DRIVE, PFLUGERVILLE, TX 78660.**

## Article 1. Introduction

### 1.1. Background

Established by the City of Austin in 1985, the Art in Public Places (AIPP) program collaborates with local and nationally-known artists to include the history and values of the Austin community into cultural landmarks that have become cornerstones of Austin's identity.

The City of Austin was the first municipality in Texas to make a commitment to include works of art in construction projects. By ordinance, two percent of eligible capital improvement project budgets are allocated to the commission or purchase of art for that site. The City's Public Art Collection is found at sites such as the Austin-Bergstrom International Airport, the Austin Convention Center, and City libraries, parks, police stations, recreation centers, and streetscapes, enhancing public spaces for all residents and visitors to the City.

### 1.2. Purpose

The City, by and through the Austin Arts Commission and in accordance with the current AIPP Guidelines, selected the Artist to design, execute, fabricate and install the Artwork, as described in this Contract.

The Artist previously completed the Final Design, pursuant to an Agreement for Design of Public Artwork. The approved Final Design is attached as Exhibit F. The Artist shall fabricate and install the Artwork in accordance with the Final Design.

**1.3. Recitals**

(a) The City is implementing the AIPP Program pursuant to Chapter 7-2 of the Austin City Code by appropriating certain funds for the establishment of artworks in public places and authorizing payments for the design, execution, fabrication, transportation, acquisition, installation, and maintenance of works of art and the support of an artist selection process.

(b) The Public Art Fund for the Sponsoring Department and its Facility has been allocated for the selection, purchase, and placement of a work of art at, in, or near the Facility.

(c) The City, by and through the Austin Arts Commission and in accordance with the current AIPP Program Guidelines, selected the Artist to design, execute, fabricate and install the Artwork at the Site.

(d) The Parties acknowledge that the Artist's qualifications, listed in Exhibit C, were reviewed, approved, and relied on by the AIPP Panel and the Austin Arts Commission prior to execution of this Contract.

**1.4. Definitions**

The following terms, as used in this Contract, have the meanings identified below. Terms not defined below will have their ordinary and customary meanings, as generally used in the field of public art.

(1) "Approval" means prior, written authorization from the City for the Artist to take an action under this Contract.

(2) "Artist" means **OLANIYI RASHEED AKINDIYA**

(3) "Artwork" means the original piece of public art conceived, designed, implemented, constructed, and installed by the Artist as set out in this Contract.

(4) "City" means the City of Austin, acting by and through its duly authorized City Manager or designee.

(5) "Community Engagement Plan" means a written plan documenting the manner in which the Artist will engage in a two-way process by which identified community representatives and stakeholders are given the opportunity to provide input that enhances the Artist's processes for creating the Artwork so that the Artwork may positively impact the community's well-being and interests.

(6) "Contract" means this contractual document for Design and Commission of Public Artwork between the City and the Artist, including any and all attachments, exhibits, and amendments.

(7) "Contract Administrator" means the AIPP Program Manager, the Director of the City's Economic Development Department, or their respective designees.

(8) "Contract Price" means the total compensation, identified in Section 3.1, to be paid to the Artist pursuant to this Contract.

(9) "Effective Date" means the date on which this Contract becomes fully effective as between the Parties, and is the date on which the last Party executes this Contract.

(10) "Facility" means the **East 51st Streetscape**, owned, operated, or controlled by the Sponsoring Department and located **at I-35 to Berkman Drive on the north and south sides of East 51st Street**.

(11) "Final Design" means the final design of the Artwork, as approved by the Arts Commission.

(12) "Mid-Design" means the partially developed design of the Artwork, submitted by the Artist to the City.

(13) "Notice" means the prior, written announcement of a Party's intention to take an action, or readiness to take action, authorized or required by the Contract.

(14) "Party" means either the City or the Artist, and "Parties" means the City and the Artist, collectively.

(15) "Project" means the City construction project at which the Artwork will be installed.

(16) "Schedule" means the full and complete schedule developed and prepared by the Artist, for input and Approval from the City, to address the design, fabrication, delivery, transportation, and installation of the Artwork, and which complies with the Project completion schedule that the City provides to the Artist.

(17) "Site" means the portion of the Facility at which the Artwork will be installed.

(18) "Sponsoring Departments" means the **Austin Transportation Department** of the City.

**1.5. Term of the Contract**

The term of this Contract shall begin on the Effective Date and end on April 1, 2021, unless terminated earlier in accordance with the requirements of this Contract.

## Article 2. Artist's Responsibilities and Commitments

**2.1. General Services**

(a) The Artist shall not start any work under this Contract until the Artist receives the Notice to Proceed from the City.

(b) The Artist shall perform research about the neighborhood and area history.

(c) The Artist shall engage with community representatives and stakeholders to develop the proposed Artwork concept and approach. Community representatives may include residents, local youth, neighbors and people who use the Site. Stakeholders may include advisory boards, neighborhood associations, and any other community constituency identified by the Artist in the Community Engagement Plan.

(d) The Artist shall determine the artistic expression, scope, design, color, size, material, and texture of the Artwork, subject to Approval by the City.

(e) The exact location of the Site will be mutually agreed upon by the Parties.

(f) The Artist may request, at any time, all information, materials, and scaled drawings of the Site, if available, and any reasonable assistance required by the Artist to enable the Artist to perform the services required by this Contract. To the extent such information is available to the City or to third parties under the City's control, the City will promptly provide such information to the Artist.

(g) The Artist shall support the City's commitment to sustainability throughout the entirety of this Contract. The City is dedicated to sustainability, which is defined as finding a balance among three sets of goals: (1) prosperity and jobs, (2) conservation and the environment, and (3) community health, equity, and cultural vitality. The Artist shall take all steps appropriate to the Artwork to enhance and promote green purchasing, energy conservation, solid waste recycling, green building, resource and water conservation, greenhouse gas reduction, and environmental reporting metrics. On request, the City will coordinate with the Artist to provide information on sustainability opportunities.

**2.2. Schedule**

(a) Prior to beginning any other work under this Contract, the Artist shall develop and provide to the City a tentative Schedule.

(b) The Artist shall coordinate with the City in order to ensure that all relevant dates and times are included and accounted for in the Schedule.

(c) The City will either issue Approval of the Schedule, with or without modifications, or reject the draft Schedule. If the City rejects the draft Schedule, the Artist shall revise and resubmit the draft Schedule within the time period required by the City in its Notice of rejection.

(d) When the City gives its Approval of the Schedule, either with or without modifications, it will issue Notice to the Artist to proceed with the design of the Artwork

(e) Once approved by the City, the Schedule shall control all design, review, fabrication, implementation, transportation, installation, and completion deadlines for the Artwork.

**2.3. Changes to the Schedule**

(a) The Artist may only make modifications to the approved Schedule upon written request to, and Approval of, the City. The City may request from the Artist any information or documentation it deems necessary in order to evaluate any request to amend the approved Schedule.

(b) The City may, on its own initiative and at any time, direct any changes to the approved Schedule it deems necessary or appropriate.

**2.4. Community Engagement Plan**

Within 30 days after the Effective Date of this Contract, the Artist shall prepare and submit a Community Engagement Plan to the City for the City's review, feedback, and commentary.

**2.5. Design**

(a) The Artist shall perform all services, including but not limited to meeting with City staff and City-designated project advisors and stakeholders as directed by the Contract Administrator, in order to prepare the Final Design.

(b) The Artist shall perform as many inspections and investigations of existing Site conditions as needed, prior to beginning design of the Artwork, and shall ensure that the Final Design appropriately accounts for all existing Site conditions. If the Artist believes any differences, discrepancies, errors, omissions, or inconsistencies exist between the Artist's inspection of the Site and the Site materials provided by the City,

the Artist must notify the City prior to continuing with any design of the Artwork.

(c) After conducting all necessary Site inspections and investigations, and after any required consultation with the City, the Artist shall design the Artwork, in accordance with the guidelines set out in Exhibit B.

(d) Within **120** days after the Effective Date, the Artist shall prepare and submit the Mid-Design to the City for review, feedback, and commentary by the AIPP Panel on the progress of the Artist's designs for the Artwork. The Artist is required to attend the Mid-Design review unless otherwise excused by the Contract Administrator. The time for the Mid-Design Review may be extended, in the City's sole discretion. In conjunction with the Mid-Design Review, the Artist shall submit to the City, at a minimum, the following:

(1) A description of the results of the Community Engagement Plan to date, and how they are incorporated in the Mid-Design.

(2) All design sketches, including but not limited to the schematics, drawings, sketches, and other two-dimensional representations of the Artwork.

(3) The proposed siting of the Artwork, with dimensions depicted.

(4) A written narrative describing the Artist's concept and imagery, types and quantities of all materials to be incorporated into the Artwork, and an explanation of how the Artwork meets the project goals set out in Exhibit B.

(5) A preliminary budget for design, fabrication, and installation of the Artwork.

(6) A current Schedule.

(7) Any relevant information requested by the City prior to the Mid-Design Review, including but not limited to any requested information concerning the longevity and durability of the Artwork.

(e) Within 60 days after the Mid-Design Review set out in Subsection (d), above, the Artist shall prepare and submit the Final Design to the City for a Final Design review and approval by the AIPP Panel. The Artist shall attend the Final Design review, unless otherwise excused by the Contract Administrator. In conjunction with the Final Design review, the Artist shall submit to the City, at a minimum, the following:

(1) A description of the results of the Community Engagement Plan, and how they are incorporated into the Final Design.

(2) Renderings for all elements of the Artwork that show their form, color, texture, size and placement in relation to the Site.

(3) Working drawings detailing all elements of the Artwork and the means of installing the Artwork at the Site, together with the Design Sketches and any other graphic material requested by the City in order to allow the City to carry out a structural design review of the Artwork and to certify compliance of the Artwork with applicable statutes and ordinances. The drawings submitted by the Artist must bear an engineer's or architect's seal, unless the City grants the Artist permission to submit sealed drawings after the Final Design Review is complete. The engineer or architect of record must provide to the City proof of the required Professional Liability Insurance required for this Artwork as set out in Exhibit E.

(4) A comprehensive written narrative describing the Final Design, including information about concept and imagery, types and quantities of all materials to be incorporated into the Artwork, and how the Final Design meets the goals outlined in Exhibit B.

(5) A completed conservation report verifying that the Artist has provided a completed Conservation Review Form, attached as Exhibit F, to the City's arts conservator and has consulted with the City's arts conservator to assess the materials and maintenance requirements of the Artwork, resulting in a conservation report provided by the arts conservator to address potential conservation issues or concerns. The Artist shall submit a report and any resolution to the Final Design resulting from the art conservator's comments in the report.

(6) Samples of all materials proposed by the Artist to be used in the Artwork. On request by the City, the Artist shall provide the proposed quantities, manufacturer specifications, warranties, materials safety data sheets, and other requested information about the proposed materials.

(7) A written maintenance plan that includes, but is not limited to, all technical information about the materials, the strength, durability, and maintenance requirements of the proposed Artwork, and any associated replacement costs.

(8) If applicable or requested by the City, a written report from a Registered Accessibility Specialist indicating that all components of the Artwork are compliant with accessibility standards and requirements imposed upon the City by federal, state, or other

applicable law, including but not limited to the Americans with Disabilities Act of 1990, as amended.

(9) A list of permits that will be required for the completion of the Artwork.

(10) An itemized budget for completion of the Artwork, including written vendor quotes for all materials, fabrication, engineering, installation, permitting, insurance, and any other associated costs.

(11) An updated Schedule.

(f) Within 30 days of its receipt of the Final Design, the City will notify the Artist of its approval or rejection, as well as any revisions to the Final Design required by the City, which revisions shall automatically become incorporated into the Final Design. The reasons the City may require the Artist to revise the Final Design, include but are not limited to:

(1) To comply with any applicable statutes, ordinances, or regulations.

(2) To account for any life, health, safety, or security concerns.

(3) Any non-aesthetic reason that the City, in its sole judgment and discretion, deems necessary or appropriate.

(g) If the City rejects the Final Design, the Artist shall resubmit a revised Final Design within 15 days. The City will, within 15 days of its receipt of the revised Final Design, notify the Artist of its approval or rejection. If the City approves the revised Final Design, the Parties will execute a written amendment to document any change in scope and, if agreed to by the City, any change in price incurred because of the City's changes. If the City rejects the revised Final Design, the City may terminate this Agreement for cause in the manner set out in Section 5.4, except that the opportunity to cure will not apply.

**2.6. Site Inspections**

The Artist shall inspect the Site at least once and shall continue to conduct inspections, as needed, to ensure all information is known by the Artist about the Site that impacts or could affect the installation of the Artwork. If the Artist believes any differences, discrepancies, errors, omissions, or inconsistencies exist between the Artist's inspections and the information provided by the City or the Project design professionals, the Artist shall immediately give Notice to the City and cease the installation of the Artwork until the Parties mutually agree on how to address the Site conditions and the City gives the Artist Notice to proceed.

**2.7. Fabrication**

(a) After the City approves of the Final Design submitted by the Artist, the City will issue notice to proceed with fabrication to the Artist, which will advise the Artist of any required modifications to the Schedule.

(b) After the City provides Notice to proceed, the Artist shall begin fabrication of the Work in accordance with the Schedule.

(c) The City shall have the right, on Notice to the Artist, to review the Artwork at reasonable times and locations throughout the fabrication process. The Artist shall submit to the City any progress reports requested by the City or identified in the Schedule.

(d) Upon completing the fabrication of the Artwork and prior to beginning any transportation or installation, the Artist shall:

(1) Give the City Notice that all pre-installation fabrication is complete and that the Artist is ready to begin installation of the Artwork at the Site.

(2) Conduct any further Site inspections necessary to verify that installation of the Artwork can proceed according to the Final Design. The Artist shall immediately give Notice to the City of any changes to the Site observed since the inspection conducted pursuant to Section 2.3, and the Parties will resolve any such changes via the change procedures set out in Section 2.9 prior to installation.

(3) At the City's request, attend one or more pre-installation meetings with one or more of the following: (i) the AIPP project manager; (ii) the Sponsoring Department project manager; (iii) the general contractor; and (iv) the Project design professional, all as necessary to allow the Artist to adequately plan for delivery and installation of the Artwork. The City may, in its sole discretion, require or allow the Artist to attend the official pre-construction meeting for the Project in order to fulfill this requirement.

(4) Obtain all required permits for delivery and installation of the Artwork.

**2.8. Installation**

(a) After the City has received the Artist's Notice that pre-installation fabrication is complete and any Site issues are resolved, the City will give Notice to the Artist authorizing installation of the Artwork at the Site. The Artist shall only start installation after receiving this Notice. At the City's direction, the Artist may be required to successfully complete any Site-specific, Project-specific, or general safety training prior to entering the Site.

(b) If the City fails to provide notice to proceed with installation within the timeframe specified in the Schedule, despite the fact that the Artist is ready and able to begin installation, the Artist shall store the Artwork at the Artist's facility at no cost to the City. If the Artist is unable to do so, and provides a written explanation to the City, the City will either: (1) make arrangements for storage of the Artwork at a City-controlled or commercial storage facility; or (2) direct the Artist to obtain three quotes for storage at a commercial storage facility, approve one of the quotes, and agree to reimburse the Artist for any direct, out-of-pocket, reasonable transportation and storage costs incurred by the Artist. Any reimbursements to which the City agrees will be reduced to writing in a Contract amendment.

(c) The Artist shall remain responsible for all expenses, labor, and equipment necessary to prepare the Site for installation of the Artwork.

(d) The Artist shall take all necessary precautions to protect and preserve the integrity and finish of adjacent surfaces and landscaping features while installing the Artwork. If requested by the City, the Artist shall return adjacent surfaces or landscape features impacted by the installation to the condition that existed prior to installation of the Artwork.

(e) At all times during the installation of the Artwork, the Artist shall comply with all posted safety information signs at the Project, and shall comply with all requirements for use of personal protective equipment. The Artist shall comply with any directive necessary for the preservation of life, health, or property that is given by the City, the City's project managers, the Project's design professionals, or any law enforcement or administrative officer with jurisdiction over the Project location.

**2.9. Changes to the Artwork**

(a) At any time prior to closeout as set out in Section 2.11, the Artist may make changes to the Final Design or the Artwork, whether for aesthetic, safety, construction, or other reasons, and the City may likewise direct the Artist to make changes to the Final Design or Artwork for any non-aesthetic reason. Such changes to the Final Design or Artwork shall be made as follows:

(1) Minor changes to the Final Design or Artwork initiated by the Artist require Notice to, but not Approval from, the City. Minor changes are changes that do not impact the overall scope, layout, color, shape, size, material, texture, or structural elements of the Artwork. The City has the sole discretion to determine what constitutes a minor or major change. The Artist may consult with the Contract Administrator, as needed, to ensure changes are properly classified as minor and major. The City may also reject, for non-aesthetic reasons, a minor change within 20 days of receipt of the Notice from the Artist of the change.

(2) Major changes to the Final Design or Artwork initiated by the Artist require Approval by the City. Major changes include, but are not limited to, changes to the overall scope, layout, imagery, color, shape, size, material, texture, or structural elements of the Artwork. The City may reject any proposed major change for any reason. If the City rejects a major change, the Artist shall either continue with the Final Design as approved by the City, or shall revise and resubmit the proposed major change within 10 days of the City's original rejection. If the City rejects any re-submitted change, the City may terminate this Contract for convenience pursuant to Section 5.5, if the Artist will not revert to the Final Design without the proposed changes.

(b) All changes initiated and approved under this Section shall be documented in a Contract amendment, executed by both Parties. The City may, in its sole discretion, determine that any change, whether initiated by the City or by the Artist, warrants an adjustment of the Contract Price or the Schedule, or both. Any adjustment to the Contract Price shall be included in a corresponding Contract amendment. Any adjustment to the Schedule must be documented and provided to both Parties. If the City does not change the Contract Price, the Artist shall bear the sole risk and cost of any changes to the Final Design or Artwork.

**2.10. Completion**

(a) The Artist shall give Notice to the City when the Artist believes the installation of the Artwork is complete. The Artist shall attend any inspection of the Artwork by the City.

(b) If the City, in consultation with the Project's general contractor and Sponsoring Departments' project manager, determines that the Artwork is unsafe, incomplete, or materially inconsistent with the Final Design, the City may take any of the following actions:

(1) Accept the Artwork as constructed and installed, reserving its right to modify the Contract Price to address the unsafe, incomplete, or materially inconsistent conditions;

(2) Direct the Artist to correct any unsafe, incomplete, or materially inconsistent condition in the Artwork, at the Artist's cost, reserving the City's right to modify the Contract Price in order to account for any delays caused by the deficiencies. The Artist shall bear the sole risk that the time required to comply with the City's directions will exceed the time allotted under the Schedule; or

(3) Reject the Artwork and terminate this Contract for cause in the manner set out in Section 5.4, reserving any and all other remedies available to the City under this Contract or applicable law. If the City

terminates this Contract for cause under this Section, the opportunity to cure provided in that Section will not apply.

(c) The Artist shall be responsible for any and all clean-up of the Site, including the proper recycling or disposal of any unused, excess, or leftover materials not incorporated into the Artwork. If the Artist fails to do this and the City incurs additional costs to clean up the Site, the City shall be entitled to deduct all such costs from the final milestone payment.

(d) If the City accepts the Artwork, either with or without modifications to the Contract Price, the City will issue a Certificate of Completion in a form provided by the City. The issuance of a Certificate of Completion does not waive any rights or remedies afforded the City in this Contract or by law, nor does it waive any deficiencies in the Artist's work.

**2.11. Closeout**

(a) Within 30 days after installation of the Artwork is complete and the City has accepted the Artwork, the Artist shall submit to the City the following:

(1) A full set of as-builts (updated plans, specifications, and documentation) reflecting the actual installation of the Artwork, and noting any deviations from the Final Design.

(2) A Final Maintenance Plan, in a form provided by the City.

(3) A Final Budget Report, in a form provided by the City.

(4) A Plaque Information Form, in a form provided by the City.

(5) An Affidavit of Bills Paid, in a form provided by the City.

(b) Within 30 days after the Artist completes the services set out in this Article, the City will evaluate the Artist's compliance with the terms of this Contract.

**2.12. Lectures and Public Education**

(a) The Artist shall, if requested by the City, attend and present at least one lecture or other public education event to an audience designated by the City, in the format requested by the City and on a mutually agreeable date and time during the Scheduling Phase set out in Section 2.2, the Fabrication set out in Section 2.6, and Installation Phase set out in Section 2.8.

(b) The Artist acknowledges that the public education event is for the purpose of introducing the Artwork to the citizens of Austin and its surrounding communities, and that such public education is an integral

part of the City's procurement of the Artwork and the installation of the Artwork at the Site. As such, the public education event, if required by the City, shall be without additional compensation to the Artist.

## Article 3. Payment to Artist

**3.1. Contract Amount**
The Contract Price for this Contract is **$48,000.**

**3.2. Full Consideration**
In exchange and consideration for the Artist undertaking the obligations in this Contract, the City agrees to pay the Artist the Contract Price. The Artist agrees that the Contract Price is the only compensation owed to the Artist under this Contract, and agrees to be solely responsible for all costs related to design, execution, fabrication, transportation, travel, delivery, mailing, shipping, delivery, installation, labor, insurance, permitting and licensing, and any other costs incurred by the Artist in fulfilling all obligations under this Contract.

**3.3. Payment Schedule**

(a) Payment of the Contract Price will be in the following percentages and at the following payment milestones:

- Milestone 1 – 5% upon execution of Contract and the City's approval of Community Engagement Plan as it informs commissioned artwork.
- Milestone 2 – 5% within 30 days after completion of the Mid-Design review.
- Milestone 3 – 10% within 30 days after Artists submits Final-Design documents for City's review.
- Milestone 4 – 10% within 30 days after completion of the Final-Design review and City gives Notice to Proceed with fabrication.
- Milestone 5 – 15% within 30 days after the Artist gives Notice to the City of 50% completion of Fabrication
- Milestone 6 – 15% within 30 days after the Artist gives Notice to the City of 100% completion of Fabrication.
- Milestone 7 – 30% within 30 days after the City verifies that Delivery and Installation of the Artwork are complete.
- Milestone 8 – 10% within 35 days after the Artist has transferred title to the Artwork to the City.

(b) Pursuant to City Code §2-8-3, the City may withhold payment otherwise due under this Contract in order to offset any debt owed by the Artist to the City, including but not limited to any tax debt owed by the Artist to

the City pursuant to Article VIII, Section 1 of the Austin City Charter. The Artist acknowledges notice of this City ordinance and Charter provision.

**3.4. Tax-Exempt Status**

The Artist acknowledges that the City is a tax exempt organization, and that no state or local sales taxes, and no federal excise tax, will be due on the Artwork or the materials and supplies used in the design and fabrication of the Artwork. The Artist acknowledges receipt of a Texas Sales Tax and Local Sales Tax Exemption Certificate for Contractors, attached as Exhibit G. The Artist shall only use this certificate in accordance with law. The City shall not reimburse the Artist for state sales tax, local sales tax, or federal excise tax.

## Article 4. The Artwork

**4.1. Warranties and Representations**

(a) The Artist warrants and represents that:

(1) The Final Design and Artwork are and shall be original creations of the Artist.

(2) The Artist has obtained, or shall obtain prior to any incorporation or use, the written approval and consent of any required third party for the use of any portion of the Final Design or the Artwork that is not the original work of the Artist.

(3) Except as otherwise disclosed to the City in writing, when submitting the Final Design, the Final Design is and shall be free of any defects of design.

(4) From the Effective Date through a date one year following the City's acceptance of the Artwork, that:

(A) The execution and fabrication of the Artwork shall be performed in a good and workmanlike manner.

(B) The Artwork, as fabricated and delivered, shall be free of defects in material and workmanship, including any defects consisting of inherent vice or qualities that may cause or accelerate deterioration of the Artwork.

(C) Reasonable maintenance of the Artwork shall not require procedures substantially in excess of those described in the Final Maintenance Plan required by Section 2.11.

(b) The City will give Notice to the Artist of any observed breach of these warranties and representations. Once notified by the City, the Artist shall, at no cost to the City, promptly cure the breach or breaches consistent with professional conservation standards, including but not limited to cure by repairing or refabricating the Artwork or any necessary portion of the Artwork.

**4.2. Ownership**

(a) The Artist will remain the owner of the Artwork until title transfers to the City as follows:

(1) Within 10 days of the City's acceptance of the Artwork, the City will issue to the Artist a Transfer of Title for Public Artwork.

(2) On issuance of the Transfer of Title for Public Artwork, the City shall also take title in and to any and all drawings, renderings, maquettes, sketches, models, and any other documents and materials created by the Artist in furtherance of the Final Design or the Artwork. The Artist shall promptly deliver to the City all such materials that are still in the Artist's possession.

(b) The Artist will retain all reproduction rights afforded by the Copyright Act of 1976, as currently codified and amended, and any other reproduction rights in and to the Artwork except as limited by and in this Contract.

(1) The Artist may not make any additional exact duplicate or three-dimensional scale reproductions of the Artwork, and may not grant permission to do so to any third parties except with Approval from the City.

(2) The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

(3) Any reproductions of the Artwork made by the City will credit the Artist and will contain a copyright notice substantially in the form "© Artist's name, 20__." Any reproductions of the Artwork made by the Artist shall credit the City and shall contain a notice in the form "An original work owned and commissioned by the City of Austin."

**4.3. Insurance and Risk of Loss**

(a) The Artist shall bear all risk of loss and damage to the Artwork until title transfers to the City as set out in Section 4.2.

(b) The Artist agrees to carry insurance in the types and amounts indicated in Exhibit E:

(1) Workers' Compensation and Employers' Liability insurance coverage must be in place before the Artist begins any work on the Site, including but not limited to installation of the Artwork and any predicate Site preparation.

(2) Commercial General Liability insurance coverage and Automobile Liability insurance coverage must be in place no later than 30 days after the Effective Date.

(3) Professional Liability insurance coverage for any design professional must be in place at the time the design professional places her/his seal on design drawings submitted to the City.

(4) If the Artist is fabricating the Artwork anywhere other than the Site location, a Fine Arts Floater or other Property Insurance must be in place before fabrication of the Artwork begins.

(c) Approval by the City of any insurance obtained by the Artist will not diminish or decrease the liability of the Artist under this Contract.

**4.4. Publicity**

(a) The Parties will proactively collaborate to identify and pursue any appropriate and beneficial publicity for the Artwork.

(b) For purposes of this Contract, publicity means the manner, method, timing, and content of all efforts to generate public knowledge of, understanding of, and interest in the Artwork, including but not limited to any interviews, flyers, brochures, posters, mailings, advertisements, emails, social media postings, blog postings, electronic communications or presentations of any type, live or prerecorded television or other video presentations or commercials, live presentations, radio interviews or advertisements, and any other publications of any other kind and in any medium.

(c) The Parties will each use their best efforts to arrange for publicity for the Artwork.

(d) The Parties will identify various media for prospective publication of the Artwork throughout the course of the design, so that publicity for the Artwork may begin prior to or immediately upon completion.

(e) All publicity initiated or otherwise undertaken by the Artist must be approved by the City prior to its publication. The Artist shall inform the City as soon as the Artist is contacted by the media regarding the Artwork. If the Artist intends to submit to any interview with a third party, or intends to use any third party for any publicity, the Artist must confer with the City and obtain the City's Approval.

(f) The Artist agrees to be available at such times and places as reasonably required by the City in order to attend any ceremonies relating to the transfer of the Artwork to the City.

(g) The City, at its expense and in consultation with the Artist, will arrange for the preparation and installation of a plaque at the Site that identifies the Artist, the title of the Artwork, and the year of completion.

**4.5. Visual Artists Rights Act**

(a) The Artist acknowledges that the Artwork, when installed, may be incorporated within and made a part of the Facility in such a way that removing the Artwork from the Facility, or the destruction or modification of the Facility, may cause the destruction, distortion, mutilation, or other modification of the Artwork and consents to the installation knowing this risk.

(b) The City shall make a good faith effort to provide the Artist with prior Notice of the City's intent to undertake any alterations to the Artwork or alterations to the Facility that may impact the Artwork. However, the Artist consents to the City's actions that may destroy, distort, mutilate or otherwise modify the Artwork due to its installation in the Facility.

(c) To the extent this Section is inconsistent with federal law or any applicable moral rights, including the 1990 Visual Artists Rights Act, the Artist waives any right to preservation of the Artwork provided by those laws. Artist shall retain the right to disclaim authorship of the Artwork as set forth in the 1990 Visual Artists Rights Act.

**4.6. Maintenance, Repairs and Alteration to the Artwork**

(a) The City recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork.

(1) The City will reasonably ensure that the Artwork is properly maintained and protected, taking into account the Final Maintenance Plan prepared by the Artist under Section 2.11(a)(2).

(2) The City agrees, within reason and always subject to the availability of revenue in any given fiscal year, to protect and maintain the Artwork against the ravages of time, vandalism, and the elements.

(b) The City shall have the sole right to determine whether, when, and to what extent any repairs or restorations of the Artwork will occur.

(1) During the Artist's lifetime, and to the extent practicable, the City will give Notice to the Artist of the Artist's right to both approve of and make or supervise all major repairs and restorations. If the Artist withholds, conditions, or delays approval for any repair or restoration

of the Artwork, or does not agree to make or supervise the repairs or restorations, the City may make such repairs or restorations as it deems necessary for the preservation of the Artwork, and may solicit bids and award contracts for the services to other qualified professionals in order to do so.

(2) All repairs and restorations, whether by the City or by the Artist, will be made in accordance with then-current, generally accepted principles of conservation.

(3) The City may undertake emergency repairs to the Artwork without Notice to the Artist, whenever necessary, to protect the integrity of, or to prevent the loss of or further damage to, the Artwork. Such emergency repairs will not be deemed to constitute artistic alteration of the Artwork or a breach of this Contract. The City will provide Notice to the Artist of such emergency repairs, as soon as practical.

(c) The Artist acknowledges and provides consent that the Artwork, when installed, will be incorporated within and made a part of the Facility in such a way that removal of the Artwork from the Facility, or destruction, alteration, or modification of the Facility, may cause destruction, distortion, mutilation, obscuration, or other alterations to the Artwork.

(1) The City will attempt, in good faith, to give Notice to the Artist prior to undertaking any alterations to the Artwork.

(2) To the extent this Section is inconsistent with any rights, including moral rights, which would otherwise be provided to the Artist by applicable law, including the 1990 Visual Artists' Rights Act as codified and amended, the Artist waives any right to preservation of the Artwork provided by those laws. The Artist will retain the right to disclaim authorship of the Artwork to the extent allowed by the 1990 Visual Artists' Rights Act as codified and amended.

(3) If the Artwork can reasonably be removed without damaging or destroying either the Artwork or the Facility, the City will give Notice to the Artist if it intends to remove the Artwork. The Artist will be entitled to remove the Artwork from the Facility at the Artist's sole expense, and will have 90 days from the date the City gives Notice to remove the Artwork. If the Artist fails to remove the Artwork within 90 days of the City's Notice, the City will be entitled to remove and dispose of the Artwork by any means, including destruction of the Artwork.

(4) The City agrees not to willfully destroy, damage, or modify the Artwork, except as set out in this Contract.

(5) If the Artwork becomes substantially damaged or altered, the City will no longer represent the Artwork as that of the Artist, but only if the Artist gives Notice to the City that it is the Artist's position to deny authorship on the grounds that the Artwork has become substantially damaged or altered.

(6) The City will have the right at any time to either move the Artwork or remove it from public display. The City will also have the right, in its discretion and at any time, to sell, trade, or otherwise transfer ownership of the Artwork.

(d) The obligations of the City, and the rights of the Artist, set out in this Section shall not survive the death or legal incapacity of the Artist.

## Article 5. Contract Management

**5.1. Amendment in Writing**

This Contract may be modified only by a writing properly executed by each of the Parties. Neither any representation or promise made after the execution of this Contract, nor any modification or amendment of this Contract, shall be binding on the Parties unless made in writing and properly executed by each of the Parties.

**5.2. Subcontracting by the Artist**

(a) The Artist may subcontract portions of the services to be provided under this Contract, at the Artist's sole expense, subject to the following limitations:

(1) The Artist's use of subcontractors may not affect the design, appearance, fabrication methodology, or visual quality of the Artwork.

(2) The Artist is responsible for all work performed by subcontractors.

(3) The Artist shall remain fully responsible to the City for the actions of any subcontractors engaged by the Artist.

(4) Any subcontract must be in writing, must attach this Contract as an exhibit, and must acknowledge the supremacy of this Contract in the case of any conflict between the two. All subcontractors shall remain subject to the terms of this Contract at all times.

(5) Prior to the Artist entering into a subcontract, the Artist shall give Notice to the City, identifying the proposed subcontractor, the proposed scope(s) of work, and the dollar amount of the subcontract. The City may reject a subcontractor proposed by the Artist. If the City rejects a proposed subcontractor, the Artist may not use that subcontractor on this Contract.

(6) The Artist shall require each subcontractor, as a condition to entering into each subcontract, to comply with the City's insurance requirements as set out in Exhibit E. The Artist shall further obtain, on request from the City, a certificate or certificates of insurance sufficient to satisfy the City that each subcontractor is in compliance with the insurance requirements of this Contract.

(b) In an effort to further stimulate and positively impact the local economy, the Artist shall make reasonable efforts, which the Artist shall document on request by the City, to:

(1) Provide minority-owned, women-owned, and local small businesses an equal opportunity to participate as suppliers for materials and labor services acquired or used by the Artist for this Contract.

(2) Recruit residents of the Austin metropolitan area for available subcontracting opportunities.

**5.3. Permits**

For any permits required by City ordinance or administrative rule, the Artist shall seek fee waivers as set out in Exhibit D.

**5.4. Termination for Cause**

(a) In the event of default by a Party, the other Party shall have the right to terminate this Contract for cause, by Notice delivered by certified mail to the Party in default. Unless the Party giving notice specifies a different time in the Notice, the Contract is terminated 30 calendar days after the date of the Notice. During this time period, the Party alleged to be in default may cure the default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the Party alleging the default. Each Party's rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

(b) The City may also terminate this Contract for cause if:

(1) The Artist, including any agent or representative of the Artist, provides or offers to provide any gratuities in the form of entertainment, gifts, or similar benefits to any City official or employee in order to secure favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performance of this Contract. Termination for cause under this paragraph will be in the manner set out in Subsection (a), above, except that the Artist shall not be entitled to any right to cure. If the City terminates this Contract under this paragraph, the City shall, in addition to all other rights and remedies, be entitled to recover from

the Artist an amount equal to the cost incurred by the Artist or the agent or representative of the Artist in providing such gratuities.

(2) The Artist dies or becomes physically or legally incapacitated during the term of this Contract. Termination under this paragraph will only require notice to the Artist or the Artist's legal successor or guardian, as applicable. All finished and unfinished drawings, sketches, photographs, models, and work will become property of the City. If, prior to the Artist's death or incapacity, the Final Design is approved by the City or the Artwork has progressed to the point of fabrication, the City may complete the Artwork, giving due regard to the Artist's intended results and giving proper credit and acknowledgement to the Artist.

**5.5. Termination for Convenience**

Either Party may terminate this Contract for convenience, with 30 calendar days' Notice to the other Party. If the City terminates this Contract for convenience, the Artist shall immediately stop performance under this Contract (unless the Notice directs otherwise) and deliver all drawings, renderings, maquettes, sketches, models, and any other documentation and materials created by the Artist for the Final Design or creation of the Artwork to the City within 10 business days. If the City approves reimbursements for purchases of materials used for the development of the design in excess of the payments the Artist received prior to the City's termination for convenience, the City will reimburse the Artist for amounts expended under this Contract within 30 calendar days of the Artist's submission of receipts documenting such material purchases.

**5.6. Funding Out and Offset for Taxes Owed**

(a) The Artist acknowledges awareness of Article VIII, Section 1 of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to the City for taxes, and of City Code §2-8-3, concerning the right of the City to offset indebtedness owed the City.

(b) The Artist acknowledges that the City's payment obligations to the Artist are payable only from funds appropriated or available for the purpose of this Contract. If the City does not appropriate funds for this Contract, or if there are no other lawfully available funds for this Contract, this Contract is void. The City shall provide the Artist with Notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under this Contract, or of the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under this Contract.

**5.7. Force Majeure**

(a) Each Party agrees to excuse the failure of the other Party to perform its obligations under this Contract to the extent, and for a period of time during which, the failure is caused by an event of Force Majeure. An

event of Force Majeure is any event or circumstance which prevents or delays performance of any obligation arising under this Contract, but only if and to the extent the event or circumstance is not within the control of the Party seeking to have its performance obligation excused and which the Party was unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure include acts of God, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Events of Force Majeure do not include economic or market conditions which affect a Party's cost but not its ability to perform.

(b) The Party invoking Force Majeure shall give timely and adequate Notice to the other Party, by e-mail or orally but confirmed promptly in writing, and shall use due diligence to remedy the effects of an event of Force Majeure, as soon as reasonably possible. In the event a Party's performance of an obligation under this Contract is delayed due to a Force Majeure event, then the time for completion of the Party's obligation will be extended day-for-day, provided that an event of Force Majeure shall not last more than 90 days. If an event of Force Majeure affecting the Artist's performance continues for more than 90 days, the City shall have the right to terminate this Contract upon Notice to the Artist. The Contract shall terminate immediately upon receipt of such Notice.

**5.8. Notices**

(a) Unless explicitly stated elsewhere in this Contract, all Notices must be given in the manner set out in this Section in order to be effective.

(b) Any Notice required or allowed to be given or to be served in connection with this Contract will be deemed delivered and received on the earlier of the date actually received or a date that is:

(1) Three calendar days after being deposited in the United States mail, if sent via certified mail, properly addressed and with postage prepaid; or

(2) The date delivery is originally scheduled to occur, if sent via a reputable overnight courier service.

(c) Notice to each Party must be given as follows:

The City
Sylnovia Holt-Rabb
Assistant Director
Economic Development Dept.
City of Austin
PO Box 1088
Austin TX 78767

The Artist
OLANIYI RASHEED AKINDIYA
15224 VALERIAN TEA DRIVE
PFLUGERVILLE, TX 78660
vendor id: V00000944712

with copies to:

Susan Lambe
AIPP Program Manager
Economic Development Dept.
City of Austin
PO Box 1088
Austin TX 78767

City of Austin Law Dept.
ATTN: City Attorney
PO Box 1088
Austin TX 78767

(d) The Parties will each have the right to change their respective addresses for Notice purposes, and will have the right to specify as its address any other address within the United States of America by giving the other Party at least five days' Notice.

(e) The Artist is responsible for giving prompt Notice to the City of any changes to the Artist's address(es). If the City gives Notice to the Artist in the manner set out in this Section and the Notice is returned to the City as undeliverable, the City will make reasonable effort to locate the Artist in order to give notice to the Artist of issues affecting or relating to the Artist's rights. If the Artist fails to update the Artist's address(es) on file with the City and the City is unable to locate the Artist for purposes of giving the notices required in this Contract, the Artist shall be deemed to have waived any rights afforded to the Artist under Section 4.6. If the Artist subsequently reestablishes contact with the City after a waiver of the rights set out in Section 4.6, the Artist will regain those rights to the extent they are still susceptible of being exercised, in light of the remediation, repair, or removal already undertaken by the City. Any actions taken by the City prior to the Artist's reestablishment of contact with the City are prospectively ratified by this Contract and may not form the basis for any claims for damages or injunctive relief by the Artist against the City.

**5.9. Right to Assurance**

When one Party, in good faith, has reason to question the other Party's intent to perform its obligations under this Contract, that Party may make demand on the other Party for written assurance of the intent to perform. The Party who is asked for assurance has 10 business days to provide Notice of its written assurance of intent to perform. If the Party fails to provide the assurance, the demanding Party may treat this failure as an anticipatory repudiation of the Contract and terminate the Contract for cause.

## Article 6. Terms and Conditions

### 6.1. Equal Opportunity

(a) For the duration of this Contract, including any maintenance or repair provided by the Artist under Section 4.6, the Artist shall:

(1) Take no action to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability, including but not limited to actions taken to employ, promote, demote, transfer, recruit, or pay or otherwise compensate, or select for training.

(2) Take affirmative action to ensure that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

(3) Post in conspicuous places, available to all employees and applicants for employment, any notices provided by the City regarding equal opportunity.

(4) State, in all solicitations or advertisements for employment placed by or on behalf of the Artist, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

(5) Furnish any information and reports requested by the City, and allow the City access to its books, records, and accounts for purposes of investigation to ascertain compliance with this Section and any applicable rules and regulations.

(b) If the Artist fails to comply with this Section, the City may terminate this Contract for cause, or may suspend this Contract in whole or in part, and the Artist may be debarred from further contracts with the City.

### 6.2. Right to Audit

(a) The Artist agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all of the Artist's records related to this Contract. The Artist shall retain all such records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Artist are resolved, whichever is longer. The Artist agrees to refund to the City any overpayments disclosed by any such audit.

(b) The Artist shall include the requirements of Subsection (a), above, in all subcontractor agreements entered into in connection with this Contract.

### 6.3. Indemnification

(a) THE ARTIST SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES") AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS ("CLAIMS"), TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY OUT OF (A) A BREACH OF THIS CONTRACT OR VIOLATION OF LAW BY THE ARTIST AND THE ARTIST'S EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS (THE "ARTIST PARTIES"), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE ARTIST PARTIES IN THIS CONTRACT, IN THE ARTIST'S PROPOSAL, OR THE FORMATION OF THIS CONTRACT, (C) THE DESIGN OR INSTALLATION OF THE ARTWORK, (D) THE INTELLECTUAL PROPERTY INVOLVED IN THE DESIGN AND CREATION OF THE ARTWORK, (D) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE ARTIST PARTIES IN CONNECTION WITH THIS CONTRACT. CLAIMS TO BE INDEMNIFIED INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. **THE ARTIST'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED, IN PART, BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES**.

(b) The City shall give the Artist Notice of any Claim asserted against an Indemnified Party. The Artist shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving the Artist of any obligations in this Contract. In no event shall the Artist admit liability on the part of an Indemnified Party without the prior, written consent of the City Attorney.

(c) Maintenance of the insurance required under this Contract shall not limit the Artist's obligations under this Section. The Artist shall require all subcontractors to indemnify the City in the same manner as provided in this Article.

### 6.4. Independent Contractor

This Contract shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. The City and the Artist are independent contractors. The Artist agrees and understands that this Contract does not grant any rights or privileges established for employees of the City.

### 6.5. Competent, Orderly Workers

The Artist and any subcontractors of the Artist shall only employ orderly and competent workers, skilled in the performance of the services that they will perform under the Contract. The Artist, the Artist's employees and subcontractors, and subcontractors' employees may not: (1) illegally use or possess any firearms, or (2) use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, while on the job or on City's property. The workers may not be intoxicated or under the influence of alcohol or drugs on the job. If the City notifies the Artist that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated City rules, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Artist shall immediately remove the worker and the worker may not be employed again for work on this Contract without the City's written consent.

**6.6. Survival of Obligations**

All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to warranty, indemnification, limitation of liability, and keeping addresses for Notice current, shall survive the expiration or termination of this Contract.

**6.7. Election of Remedies; No Waiver**

Neither the exercise of nor the failure to exercise a right or to give notice of a claim under this Contract shall constitute an election or waiver of remedies or limit a Party in any manner in the enforcement of any other remedies that may be available to the Party, whether at law or in equity.

**6.8. Jurisdiction and Venue**

This Contract is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. The courts of Texas shall have jurisdiction of any dispute arising out of or concerning this Contract, either administrative or judicial, and venue shall be proper and lie exclusively in Travis County Texas.

**6.9. Severability**

If a court of competent jurisdiction determines that a term or provision of this Contract is void or unenforceable, the remainder of this Contract remains effective to the extent permitted by law.

**6.10. Mandatory Anti-Israel Boycott**

(a) Pursuant to §2270.002, Texas Government Code, the City is prohibited from entering a contract with a value of $100,000 or more with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

(1) "Boycotting Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations

specifically with Israel, or with a person or entity doing business with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) A "company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit and have 10 or more full-time employees. Sole proprietorships are excluded from this definition.

(b) Pursuant to this statutory requirement, the Artist provides this written verification that, if the Artist is a company as defined above, it does not boycott Israel and will not boycott Israel for the term of this Contract.

(c) The Artist's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

**6.11. Execution in Counterparts**

This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same Contract.

**6.12. Mutual Drafting**

This Contract shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against the drafter shall not be applicable to this Contract.

**6.13. Complete Agreement**

This Contract constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, and representations concerning its subject matter. This Contract includes the following exhibits, which are incorporated into this Contract by reference:

| | |
|---|---|
| Exhibit A. | Facility/Site Plan |
| Exhibit B. | Request for Qualifications |
| Exhibit C. | Artist Qualifications |
| Exhibit D. | Permit Fee Waiver Memo |
| Exhibit E. | Insurance Requirements |
| Exhibit F | Conservation Review Form |
| Exhibit G | State Sales Tax and Local Sales Tax Exemption Certificate for Contractors |

| CITY OF AUSTIN | ARTIST |
| --- | --- |
| BY: Sylnora Holt Cox | BY: |
| NAME: Sylnora Holt Cox | NAME: OLANIYI RASHEED AKINDIYA |
| TITLE: Interim Deputy Director | TITLE: ARTIST |
| DATE: 6.10.19 | DATE: 06/08/2019 |

APPROVED AS TO FORM

ASSISTANT CITY ATTORNEY

EXHIBIT D

# MEMORANDUM

**TO:** City of Austin Permitting Office and Right of Way Management

**FROM:** Anna Bradley, Coordinator Sr., Art in Public Places,
Economic Development Department (EDD)

**DATE:** June 1, 2019

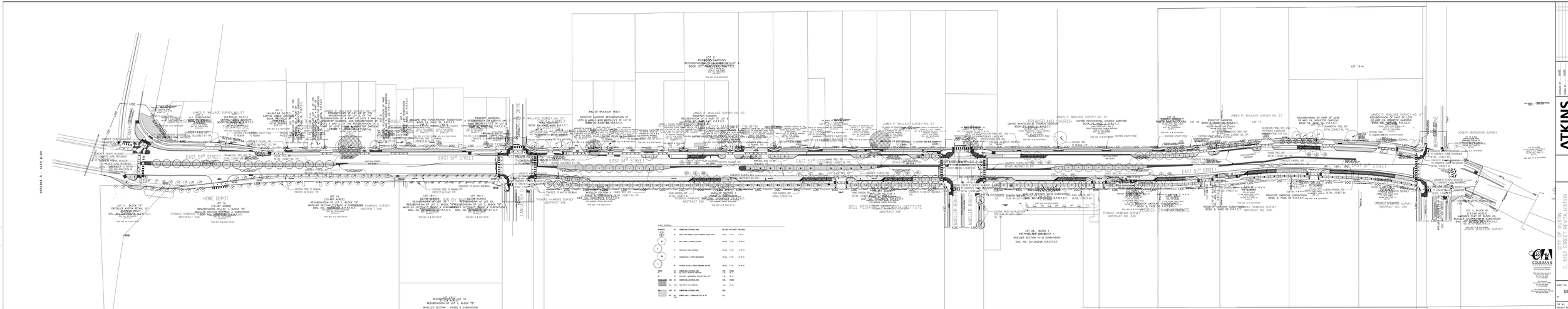
**RE:** FEE WAIVERS
East 51st Streetscape Improvements
Art in Public Places Project
East 51st Street from I35 to Berkman Drive

Please waive the following fees for **OLANIYI RASHEED AKINDIYA and her/his subcontractors** for all work performed under her contract listed below with the City of Austin in accordance with City Code Chapter 7-2-11 (Source *Ord. 20111103-010)*:

(1) Temporary Use of Right-of-Way Fee;
(2) Excavation Fee;
(3) Special Events Fee;
(4) License Agreement Fee;
(5) Site Plan Review Fee;
(6) Site Exemption Review Fee;
(7) General Permit Fee;
(8) Building Permit Fee;
(9) Electrical Permit Fee;
(10) Plumbing Permit Fee;
(11) Historic Review for Building Permit Fee;
(12) Tree Permit Fee.

**OLANIYI RASHEED AKINDIYA** has been commissioned and contracted by the City of Austin Art in Public Places program to design, fabricate, and install artwork at the Montopolis Recreation and Community Center.

If you have questions, please contact me at Anna.bradley@austintexas.gov or 512-974-7841


EAST 51ST STREET
HOME DEPOT
LOT 14
(10.487 ACRES)
RESUBDIVISION OF LOT 1, BLOCK "B"
MUELLER SECTION 3, PHASE A SUBDIVISION
DOC. NO. 2012000066 O.P.R.T.C.T.
THOMAS HAMKINS SURVEY
ABSTRACT 346
LOT 15
(21.995 ACRES)
RESUBDIVISION OF LOT 1, BLOCK "A"
MUELLER SECTION 3, PHASE A SUBDIVISION
DOC. NO. 2012000066 O.P.R.T.C.T.
LOT 18-1
(3.1 ACRES)
RESUBDIVISION OF LOT 1, BLOCK "A"
MUELLER SECTION 3, PHASE A SUBDIVISION
DOC. NO. 2012000066 O.P.R.T.C.T.
LOT 18
RESUBDIVISION OF LOT 1B,
RESUBDIVISION OF LOT 1, BLOCK "B"
MUELLER SECTION 1, PHASE A SUBDIVISION
LOT 2
RIDGETOP GARDENS
RESUBDIVISION OF PART OF LOT 9
BOOK 97, PAGE 50 P.R.T.C.T.
LOT 3
RIDGETOP GARDENS
RESUBDIVISION OF LOT 3 OF THE
RESUBDIVISION OF A PART OF LOTS 1 AND 4,
BOOK 3, PAGE 50 P.R.T.C.T.
JAMES P. WALLACE SURVEY NO. 57
WALTER WUKASCH TRACT
RIDGETOP GARDENS
RESUBDIVISION OF LOTS 8 AND 9 AND WEST HALF OF LOT 8
BOOK 3, PAGE 50, P.R.T.C.T.
DELL PEDIATRIC TEXAS UNIVERSITY INSTITUTE
ABSTRACT 346
LOT 2A, BLOCK 1
MUELLER SECTION 1B-B SUBDIVISION
DOC. NO. 2012002006 O.P.R.T.C.T.
LOT 19-A
LOT 17
LOT 16
RIDGETOP GARDENS
BOOK 3, PAGE 50 P.R.T.C.T.
LOT 18
RIDGETOP GARDENS
BOOK 3, PAGE 50 P.R.T.C.T.
LOT 41
(13.628 ACRES)
AMENDED PART OF BLOCK 41,
MUELLER SECTION 1 PHASE A SUBDIVISION
DOC. NO. 2012000066 O.P.R.T.C.T.
JOSEPH BURLESON SURVEY
ABSTRACT 346
JOHN TERRAL SURVEY
ABSTRACT 346
LANCASTER DRIVE
MUELLER BOULEVARD
SHUTTLE DRIVE
EXISTING TREE TO REMAIN, PROTECT IN PLACE, TYP.
EXISTING TREE TO REMOVE
UNDER PAVED AREA
UNDER PARKING
UNDER PARKING BETWEEN CURBS
UNDER PARKING BETWEEN CURBS
UNDER PARKING BETWEEN CURBS

Art in Public Places | Cultural Arts Division
Economic Development Department | City of Austin
201 East 2nd Street, Austin, TX 78701
512.974.7700 | aipp@austintexas.gov

# Request for Qualifications

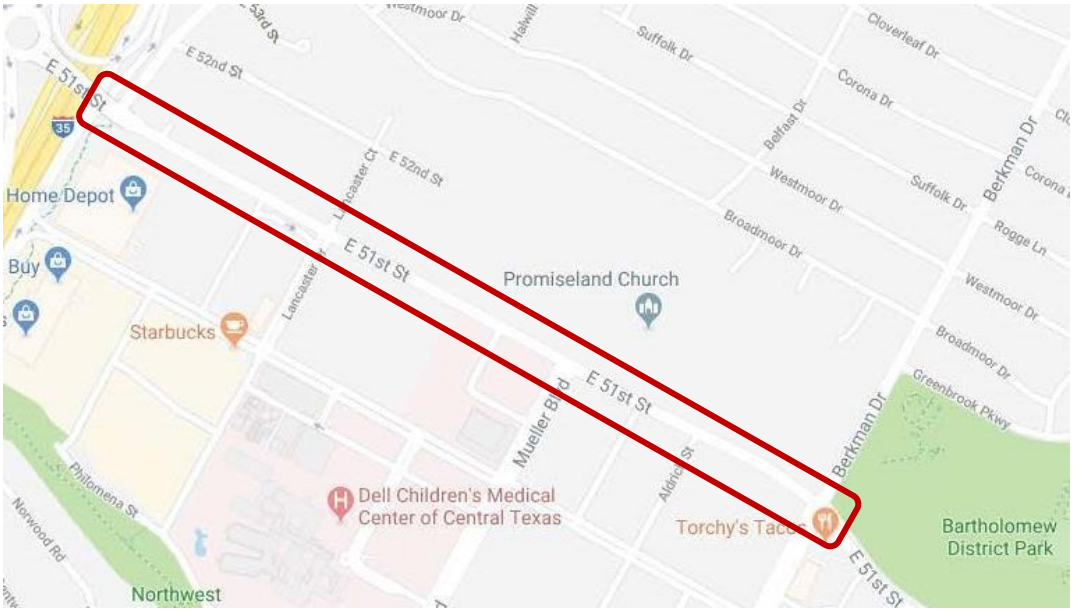
Project: East 51st Streetscape AIPP Project

Artwork Budget: $48,000

Deadline to Apply: 5:00 PM (CST), Thursday, March 7, 2019

## Project Summary

The City of Austin Art in Public Places (AIPP) program of the Cultural Arts Division, Economic Development Department (EDD) seeks to commission professional visual artists, or artist teams, to design and fabricate artwork for the East 51st Street Mobility and Transportation 2012 Bond Project. The project scope is from I-35 to Berkman Drive on the north and south sides of 51st Street. This project includes District 9 to the south and District 4 to the north of 51st Street.




## Project Background

Approved by Austin voters as part of East 51st Street Mobility and Transportation 2012 Bond Project, the East 51st Street improvements stem from the East 51st Street Vision Plan to create a community vision and promote coordinated redevelopment for both sides of the corridor, with the Windsor Park neighborhood to the north and the Mueller redevelopment underway to the south. The East 51st Street Vision Plan achieved wide consensus and support from area neighborhood groups and was endorsed by the City Council April 26, 2012. The City Council also passed a resolution directing the City Manager to

identify funding sources to implement the plan. The East 51st Street Improvements Project was later added to the 2012 Bond, Proposition 12 – Transportation and Mobility, as a community-based project during the bond development process. The project is sponsored by the Austin Transportation Department (ATD) and managed by Public Works (PW), with the Economic Development Department (EDD) serving as the stakeholder department and coordinating the project with the Mueller redevelopment, Catellus (Mueller master developer), and the Council-endorsed East 51st Street Vision Plan.

Final design is underway, with construction anticipated to start Spring-Summer 2019 (18-24 Months construction duration). Project features include, but are not limited to: tree-lined sidewalks on the north and south sides; protected bicycle lane on the north and south sides; protected bicycle intersections at Berkman Drive, Mueller Blvd., Lancaster Drive, and Cameron Road; on-street parallel parking; Rain gardens and detention ponds for runoff and water quality enhancements; Controlled pedestrian crossings at intersections to provide safer pedestrian access.

East 51st Street Vision Plan includes:

- 51ST Street is a multi-modal urban street that accommodates safe pedestrian and bicycle movement as well as calm vehicular traffic.
- 51st Street west of Berkman Drive is lined with buildings and developments that promote a safe, interesting and lively pedestrian environment, with strong linkages and an appropriate scale transition to the Windsor Park neighborhood.
- East of Berkman Drive, 51st Street is a narrow parkway with generous landscaping, bike lanes and trails alongside.

More information can be found at www.AustinTexas.gov/E51stStreet.

## Public Art Goals

The Art in Public Places program seeks to commission works of art of redeeming quality that advance public understanding of visual art and enhance the aesthetic quality of public places through the selection of an artist or artist team who can innovatively and thoughtfully respond to the design within the context of this project.

The goals of each opportunity are to select artists, in collaboration with project stakeholders and City staff, who will design artwork that:

- Supports calming vehicular traffic and a safe, interesting and lively pedestrian and bicycle environment;
- Conceptually connects the Windsor Park and Mueller neighborhoods;
- Integrates seamlessly into the construction of the streetscape or crosswalk;
- Is made from durable and low maintenance materials; and
- Enriches or adds to the depth/breadth of the City of Austin's public art collection.

The proposed artworks should be integrated into the available scope of construction, to the greatest extent possible, without impeding operation, safety and access. Artwork should be sited in areas accessible to the public within the public right-of-way. A range of materials and conceptual approaches are welcome, as long as the parameters and goals of the project are met.

## Budget

The funds for this project are derived from the 2% for public art portion of the City of Austin's contribution to the estimated construction budget. Each opportunity is inclusive of design team collaboration, design, fabrication, and installation of artwork, including shipping expenses, insurance, travel, and other project related costs. **The total artwork budget is $48,000.**

## Artwork Opportunity

The selected artist will be charged with integrating artwork into the overall design of the streetscape, per the East 51st Street Vision Plan. The artwork may consist of multiple parts, extending from I-35 east to Berkman Drive on both the north and south sides of 51st Street.

- Multiple sites and options for artwork will be considered – the selected artist will work with the project design team to determine the best placement for the artwork.
- An artwork that focuses on viewers who will experience the artwork at the speed of a pedestrian and/or bicycle is encouraged.

*See Appendix at end of this document for more specific ideas on the opportunities.

## Artist Information Meeting

An artist information meeting will be held during the open application period to explain the parameters of the project and outline the application procedures. AIPP staff and project representatives will be available to answer questions. The slides will be posted after the meeting.

An artist information meeting and application workshop will be held on **Saturday, January 26, 2018 from 1:30 to 3:00** at the Windsor Park Branch Library at 5833 Westminster Drive, Austin, TX 78723.

## Artist Eligibility

Professional visual artists, or artist teams, at least 18 years of age who live and work in Williamson, Travis, Bastrop, Caldwell, Hays, Burnet and Blanco counties are eligible to apply. A professional visual artist is defined as "A practitioner in the visual arts with an original self-conceptualized body of work, generally recognized by critics and peers as a professional possessing serious intent and ability." All artists on the 2018-2020 Local Pre-Qualified Artist Pool are eligible to apply.

Full-time, permanent City of Austin employees including employees of the Austin Transportation and the Economic Development Department are ineligible to apply. Employees of the project consultants and sub-consultants are also ineligible to apply.

Applications not meeting all eligibility criteria will be withdrawn from consideration.

## Evaluation Criteria

The selection of an artist, or artist team, shall be based on whose qualifications best meet the requirements contained in this Prospectus. In addition to the standard project selection criteria found on the City of Austin's Art in Public Places website (http://www.austintexas.gov/sites/default/files/files/aipp_selection_criteria.pdf), the Selection Panel will review and consider the following evaluation criteria:

- Artistic merit and technical expertise;
- demonstrated ability to successfully execute innovative public art projects in a complicated design environment;
- demonstrated ability to successfully execute a public art project on time and on budget; and
- expressed interest in creating artwork for East 51st Street.

## Selection Process

A Request for Qualifications will be solicited to professional visual artists who live and work in Williamson, Travis, Bastrop, Caldwell, Hays, Burnet and Blanco counties. The City of Austin Art in Public Places Panel will convene a selection panel to evaluate the submissions. The selection panel shall review qualifications (portfolio, resume, letter of interest, references) and select one artist or artist team and one alternate for the opportunity. Up to three finalists may be selected for interviews. This recommendation will be presented to the Art in Public Places Panel and Arts Commission for approval.

The selection panel recommendations will be presented to the Art in Public Places Panel and Arts Commission for approval. The selected artist(s) will be put under a design contract to coordinate with the City and the project's design team to develop a comprehensive design for artwork. The final design is subject to approval by the Art in Public Places Panel and the Austin Arts Commission and may be subject to review by other relevant City Boards and Commissions and stakeholder groups.

## Submission Process

**Applications must be received online via www.PublicArtist.org no later than 5:00 pm (CST) on Thursday, March 7, 2019.**

For technical assistance with your application, please contact info@publicartist.org or 210-701-0775 (9:00 am – 5:00 pm). Art in Public Places will convene a selection panel to evaluate artist qualifications. Applications include: a Letter of Interest stating why they are interested, what makes them a good match for the project; 10 images of completed relevant artwork with the required descriptions; resume; and 3 professional references.

## Selection Committee (Selection Panel + Project Advisors)

Possible Selection Panelists may include:

- Nelly Fuentes, Landscape Architect, TBG
- Erica Nix, artist/performance artist, Transform LBGTQ-friendly gym owner

- Vy Ngo, Artist
- Jay Columbo, Architect, Michael Shu
- Adreon Henry, TEMPO 2018 artist
- Mary Godigna Collet, Artist
- Adrian Aguilera,  Artist
- Martha Gonzales,  Artist
- Kelly Porter, Urban Designer, CAMPO

AIPP and AAC Project Advisors may include:

- Lulu Flores, Arts Commissioner, District 9
- Brett Barnes, Arts Commissioner, District 4
- Jacob Villanueva, AIPP Panel member

City of Austin Project Advisors may include:

- Burton Jones, Project Manager, Public Works Department,
- Jill Fagan, Project Manager, Economic Development Department
- Paul Terranova, Project Manager, Austin Transportation Department
- Dipti Borkar-Desai, Engineer, Austin Transportation Department
- Lee Austin, Engineer, Austin Transportation Department
- Christina Willingham, Business Process Consultant Sr, Austin Transportation Department
- Mike Schofield, Engineer, Austin Transportation Department
- Joe Smith, Engineer, Austin Water Department
- Gary Gemar, Atkins Global

Community Advisors may include:

- Patricia Shults, Executive Director, Arts Alliance Austin
- Rick Krivoniak, Robert Mueller Municipal Airport Plan Implementation Advisory Commissioner and Windsor Park resident
- Mueller neighborhood resident – TBD
- Rodney Ahart, Keep Austin Beautiful

## Commitment to Equity

Art in Public Places embraces cultural equity. It is the goal of the program to ensure as many people as possible have meaningful engagements with public art and access to viewing, experiencing, and creating artwork. AIPP actively seeks to provide members of historically underrepresented communities, which can include identities such as Black or African-American, Arab-American, Asian-American, Hispanic or LatinX, Pacific Islander, Indigenous Nations, LGBTQIA, or a person with a disability, with equitable access to public art opportunities. In support of this commitment, the program will make every effort to expand access to the collection and programmatic decision-making. For each project, every effort will be made to comprise project selection panels and finalist pools for AIPP commissions with representatives from a variety of historically underrepresented communities to better reflect the diversity of Austin.

## Schedule (subject to change)

2018

| | |
|---|---|
| December 3 and 10 | Prospectus approved by AIPP Panel and Arts Commission |

2019

| | |
|---|---|
| January 11 | Request for Qualifications released (eight weeks) |
| January 26 | Artist Information Meeting |
| March 7 | Deadline for RFQ submissions |
| March 19 | Selection panel review of applications |
| March 29 | Artist interviews |
| April 1 & 15 | Approval of artists and alternates by AIPP Panel and Arts Commission |
| April 16 | Artist enters design contract |
| April 30 | Project kick-off meeting |
| May-June | CIP project construction begins |
| June 3 | Mid-Design to AIPP Panel |
| September 9 & 19 | Final Design Approval to AIPP Panel & Arts Commission |
| October 1 | Artist enters commission contract & artwork fabrication begins |

2020

| | |
|---|---|
| Summer | Artwork installation coordination and installation |

2021

| | |
|---|---|
| January | Anticipated project completion |

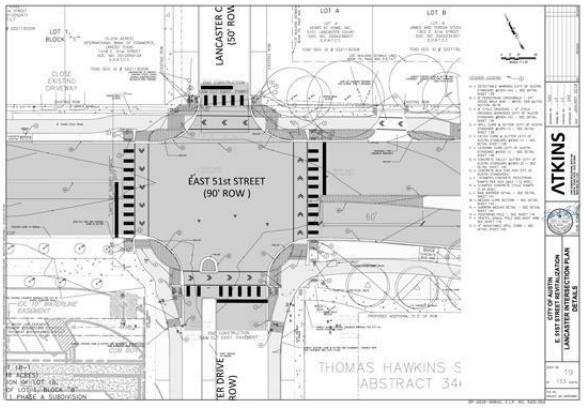
## Contact/Questions

Anna Bradley, Art in Public Places Project Manager, (512) 974-7841 or anna.bradley@austintexas.gov

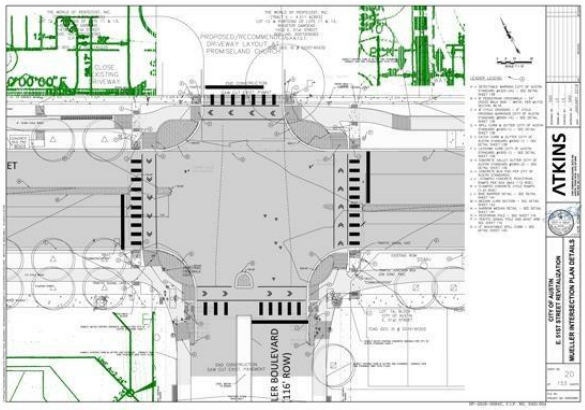
***APPENDIX: Opportunities for consideration**

While this is a Request for Qualifications only – applicants are not expected to make a proposal or share an idea of what they would like to do with this project – ideas below have been part of the discussion as AIPP staff worked with the project team and the AIPP Panel in developing this opportunity. The opportunity could be:

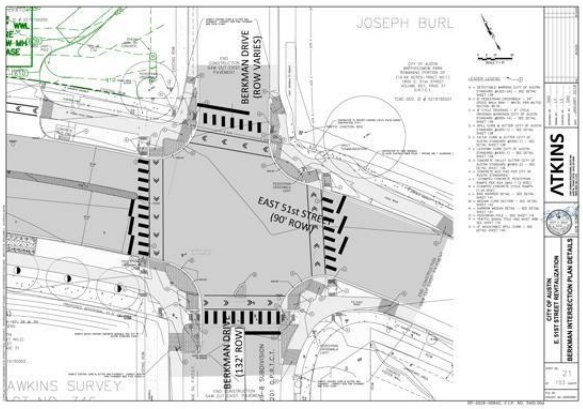
- A sculptural intervention near one of the intersections that people could enjoy or engage as they wait to cross the street.
- Artwork placed in proximity to a Cap Metro stop might have a component that could make waiting for the bus more enjoyable, something to play with, or entertain adults/children.
- An option could be artist-designed creative crosswalks. Three crosswalks shown below are located in the project zone – at Lancaster Drive, Mueller Blvd, and Berkman Dr. One or all of these crosswalks may be engaged.




51st Street and Lancaster Dr




51st Street and Mueller Blvd




51st Street and Berkman Dr

At the Artist Information meeting, AIPP staff will share some examples of installed public art projects to open up the possibilities for this project. The slides will be posted after the meeting.

# exhibit C - Artist Qualifications

**ARTWITHAKIRASH STUDIO**
**11129 CALLANISH PARK DRIVE,**
**AUSTIN, TX 78750**
artistsrootsembassy@yahoo.com
www.artwithakirash.com
**2/4/2019**

## LETTER OF INTEREST

**My name is Olaniyi R. Akindiya aka AKIRASH. I was born in Lagos, Nigeria, and now live Austin, Texas.**

**My interest in the 51st Street Cross Walks. This concept proposal will address the history and significance of the area, and the safety and security of Pedestrians, Bike Riders, and Drivers, and the increase the value the space gives to the neighborhood**

**Austin is a city of immigrants: multicultural, multilingual, multi-religious. In this project I am not focusing on the immigration of people as individuals, but in the immigration of cultures, religions, traditions, beliefs and fashions. I am interested in what happens to New Americans who call St John home, and the changes that occur year after year as they settle in. Does the homogenization of American society influence them to leave their initial traditions? Or do they still hold on to their roots, language and culture? How does the adherence to cultural traditions diminish or change with time?**

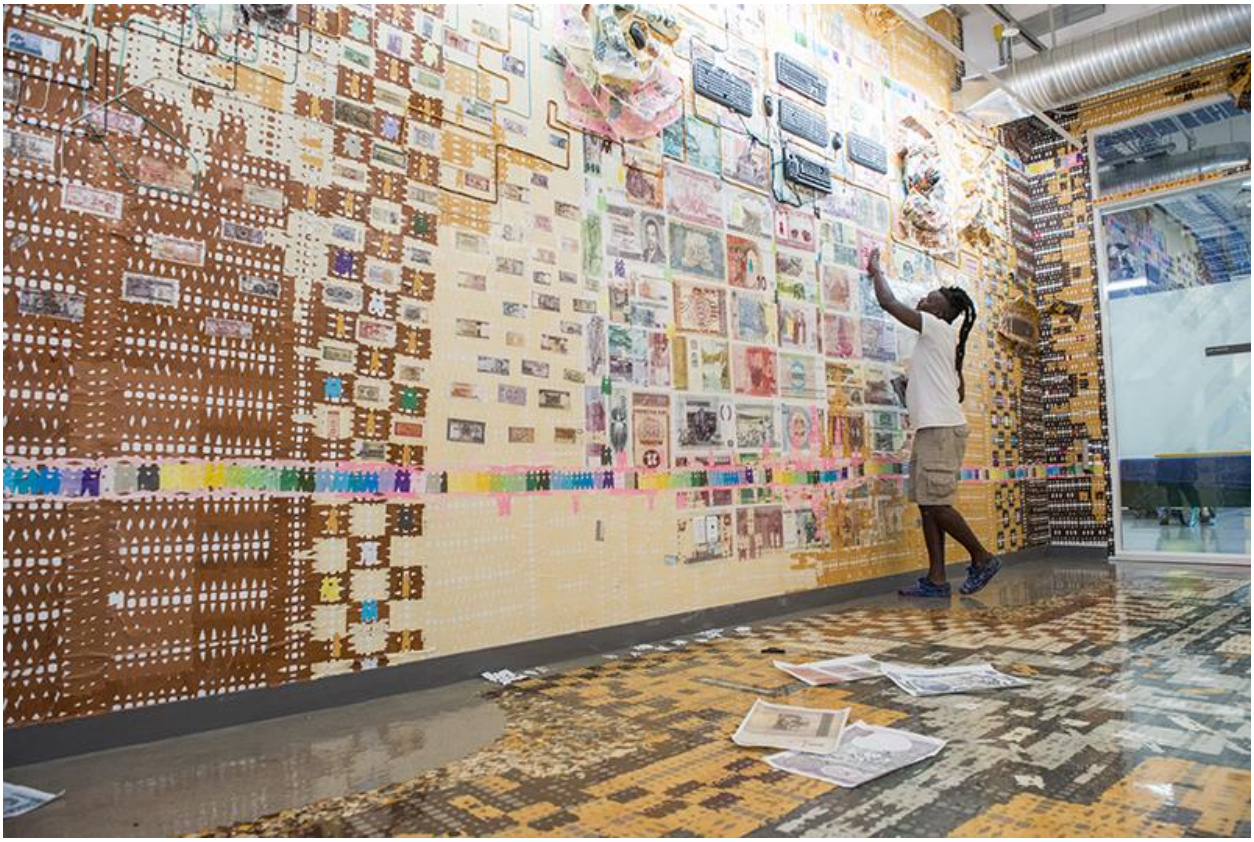
**How do those who marry someone from a different culture or religion create new traditions in their own homes? What cements their cultures together to avoid irreparable conflict?**

**In what way are the cultural traditions of the parent passed on to and continued by the new generation? How will the old be fashioned to suit the new era, location and society?**

**I want to look into how these changes effect, infect, impact, and shape the lives and existence of all those who live in 51st street and Lancaster Drive, 51st St and Mueller Rd, 51st St and Berkman Drive. . Focusing on the cross walks is a way to both increase the safety and the beauty of the area.**

**I will create large stencils out of the abstract figures set in puzzles of color, overlaid in paint on the cross walks, which will set in the form of tapestries. I will use motifs and patterns choose from traditional symbols from cultures around the world which speak to the themes of transportation, people, communication, and cultures of diversity, all interpreted to suit contemporary of culture today.**

**One of the recent place I have used a similar technique of building a tapestry like form out of symbols, is at the Austin Facebook office, as pictured.**



**I have experience and skill to take on a project of this scale. I am a recipient of the Innovative Artist Award by CORE fund by cultural art division of Austin 2018, Mid America Artist Alliance & NEA 2017, the Pollock Krasner Foundation Award 2016 & 2011, the Cultural Initiative, Capacity Building and Culture Alive Grants from the City of Austin 2016/17, Santo Foundation Grant 2015, and the Commonwealth Connection Award UK 2011.**

**It would be an honor to be selected to contribute to the beauty of the city I call home.**

**Artist**

**OLANIYI RASHEED AKINDIYA AKIRASH**

# Image List for Olaniyi Akindiya

---

***IRETI - HOPE* , 2019**

NEGATIVE TOPOGRAPHY FILM, PAPER, CARDBOARD, ACRYLIC PAINT.
20 ft x 14 ft x 1 ft
GOOGLE OFFICE AUSTIN , Austin, TX , TX
Budget: $25,000

*1AkindiyaOlaniyi.JPG*

---

***QUEST & QUESTION* , 2018**

PAPERS, EPOXY RESIN, RE-PURPOSED KEY BOARDS, RE-PURPOSED MOUSE, PHOTOCOPY VARIETIES OF WORLD CURRENCIES, ELECTRIC CABLES, WALL PAPER GLUE.
14 ft x 24 ft x 1 ft
FACEBOOK OFFICE , Austin, TX , TEXAS
Budget: $20,000

We run in circles all our lives in the struggle to survive, hustling, searching for that which is celebrated all over the world: bundles of paper named money. The proposed project will reflect on the 21st century business of communication and networking. The concept is inspired from textile designs, but here the patterns will be created by colored paper cut into the shape of people.

*2AkindiyaOlaniyi.JPG*

Complete photograph of the install from left side.

---

***IRUWE - BLOSSOM* , 2019**

PAPERS, NEGATIVE TOPOGRAPHY FILMS, STAPLE PINS.
10 ft x 22 x 1
AUSTIN CITY HALL , AUSTIN , TEXAS
Budget: $3,000

My works are all inspired and evolved from traditional textile weaving using a loom. As I experiment with different topics, materials and techniques, this inspiration takes a variety of every changing forms.
This is a proposal for a new work. I will be using varieties of colored papers in various tones of of reds, blues, yellows, and pinks.
I fold paper into the smallest rectangular shape possible, about 1 x 1.5 inches, then take scissors to cut it into the shape of male and female abstract figures. I open and stretch the papers, cut them into pieces and arrange them in the form of a textile motif to form words or design patterns in color. I then glue them together, apply

paint on them in a strips of straight lines, circles, crosschecks, layer by layer until I am satisfied. The application of paint in layers allows the paper to turn into a plastic like form that can now be manipulated, folded or twisted into shapes without fear of breakage. Finally it becomes a mixed media tapestry painting / sculpture.

*3AkindiyaOlaniyi.JPG*

Install photo shot from the the bottom of the stair.

---

***RIRUN - WRINKLE #3* , 2018**

PAPER, EPOXY RESIN , PAVERPOL, SILICON , ACRYLIC PAINT, COINS, STAMPS
50 in x 65 in x 15 in
Austin, TX , TX
Budget: $20,000

IT ADDRESS STATE OF WORLD ECONOMY.

*4AkindiyaOlaniyi.JPG*

---

***RIRUN - WRINKLE #2* , 2018**

PAPER, EPOXY RESIN , PAVERPOL, SILICON , ACRYLIC PAINT.
40 in x 40 in x 16 in
Austin, TX , TX
Budget: $8,000

*5AkindiyaOlaniyi.JPG*

---

***INFLATION* , 2016**

RE-PURPOSED CARDBORAD BOXERS, PAPERS, THREADS, ROPE LIGHTS, PHOTOCOPY MONEYS, COINS
10 ft x 20 ft x 20 ft x 20 ft dia
BIG MEDIUM / CANOPY GALLERY , Austin
Budget: $10,000

THIS WORK LOOK AT THE VALUE OF VARIUOS COUNTRIES CURRENCIES

*6AkindiyaOlaniyi.JPG*

---

***RIRUN - WRINKLE #4* , 2018**

PAPER, EPOXY RESIN , PAVERPOL, SILICON , ACRYLIC PAINT.
55 in x 30 in x 12 in
Austin, TX , TX
Budget: $8,000

*7AkindiyaOlaniyi.JPG*

---

***RIRUN - WRINKLE #7* , 2018**

PAPER, EPOXY RESIN , PAVERPOL, SILICON , ACRYLIC PAINT.
40 in x 40 in x 22 in
Austin, TX , TX
Budget: $12,000

*8AkindiyaOlaniyi.JPG*

---

***ATIBABA / HERE I LIVE NOW #2* , 2017**

cardboard boxes, threads, acrylic paints, re-purposed bed frame, clear tapes, clear plastic wrapper, papers.
15 ft x 30 ft x 25 ft x 25 ft dia
HARDESTY ART CENTER , TULSA , OKLAHOMA
Budget: $12,000

This work address the issues of Homeless people in our communities and world in general, the cardboard boxes used were collected from homeless people along roads.

*9AkindiyaOlaniyi.JPG*

---

***PETITION* , 2015**

RE-PURPOSERD CARDBOARD BOXERS, THREADS, ROPES, BURLAPES, ACRYLIC PAINTS, PAPERS, CANVAS
13 ft x 20 ft
OKLAHOMA STATE UNIVERSITY MUSEUM OF ART , STILL WATER , Oklahoma
Budget: $15,000

FOCUS ON HOMELESS ISSUES

*10AkindiyaOlaniyi.JPG*

# CURRICULUM VITA

**NAME:** OLANIYI RASHEED AKINDIYA**, BRUSH NAME:** AKIRASH

**EDUCATION:** BIO-CHEM HONOR, 1991 University of Agriculture. Abeokuta - Nigeria

Higher National Diploma**-**1995 Institute of Textile Technology Arts & Design (ITTAD).Lagos-Nigeria.

**EMAIL:** artistsrootsembassy@yahoo.com , akblackrts@yahoo.co.uk
**WEBSITE:** www.artwithakirash.com
**ADDRESS:** 15224 VALERIAN TEA DRIVE, PFLUGERVILLE – TEXAS 78660
**PHONE:** +1 512 694 1698, +1 512 712 6595

**AWARDS**

2017 ART AT HEART, SHIRE OF EAST PILBARA- AUSTRALIA
2017/18 ARTISTIC INNOVATION GRANT BY MAAA, KANSAS CITY - MISSOURI
2017 POLLOCK KRASNER FOUNDATION /ISCP-NY FELLOWSHIP RESIDENCY NY-USA
2016 ART AT HEART, SHIRE OF EAST PILBARA- AUSTRALIA
2011 POLLOCK-KRASNER FOUNDATION GRANT- USA
2011 COMMONWEALTH CONNECTION INTERNATIONAL ARTISTS AWARD, UNITED KINGDOM

**GRANTS**

2017/18 ARTISTIC INNOVATION GRANT BY MAAA, KANSAS CITY - MISSOURI
2016/17 CULTURAL INITIATIVE AND CAPACITY BUILDING, CITY OF AUSTIN- USA
2015 THE SANTO FOUNDATION GRANT, St. LOUIS, MO -USA
2010 Go INGENIOUS AWARD, SANTA MONICA, CA - USA

**FELLOWSHIPS**

2015 SACATAR INSTITUTO ITAPARICA – BAHIA, BRAZIL.
2015 OKLAHOMA STATE UNIVERSITY MUSEUM OF ART, OK-USA

2014 UNIVERSITY OF TEXAS AUSTIN, USA
2014 ARTIST INC / MAAA/ CITY OF AUSTIN, TEXAS - USA

2014 KIOSKO GALLERY & INTERNATIONAL, BOLIVIA
2013 JOHN MUAFANGEJO ART CENTER, WINDHOEK - NAMIBIA.
2013 CENTRALTRAK, UNI.OF TEXAS – DALLAS. USA
2012 VYTLACIL CAMPUS THE ART STUDENT'S LEAGUE RESIDENCY. NEW YORK - USA

**RESIDENCIES**

2017 ART AT HEART, SHIRE OF EAST PILBARA- AUSTRALIA
2016/17 ISCP-NY FELLOWSHIP RESIDENCY NY-USA

2016 ART AT HEART, SHIRE OF EAST PILBARA – WESTERN AUSTRALIA
2015 SACATAR INSTITUTO ITAPARICA – BAHIA, BRAZIL.
2015 SANTA FE ART INSTITUTE, NEW MEXICO – USA

2014 HOT BOX AT MASS GALLERY, AUSTIN – TEXAS USA

2014 KIOSKO GALLERY & INTERNATIONAL ARTISTS IN RESIDENCY BOLIVIA

2013 JOHN MUAFANGEJO ART CENTER, WINDHOEK - NAMIBIA.
2013 CENTRALTRAK, UNI.OF TEXAS – DALLAS. USA

2012 VYTLACIL CAMPUS THE ART STUDENT'S LEAGUE RESIDENCY. NEW YORK - USA
2012 TRIANGLE ART ASSOCIATION RESIDENCY, NEW YORK - USA
2012 NAFASI/ ART SPACE RESIDENCY DANISH EMBASSY DAR ES SALAAM TANZANIA.
2012 THUPELO /BAG FACTORY INTERN. RESIDENCY, JOHANNESBURG, SOUTH AFRICA
2011 NIROX PROJECTS/12 DECADE ART HOTEL, JOHANNESBURG - SOUTH AFRICA
2011 ART FARM ARTISTS RESIDENCY, NEBRASKA – USA
2011 VERMONT STUDIO CENTER, FELLOWSHIP ARTISTS IN RESIDENCY, VERMONT – USA
2011 GLADSTONE GALLERY/STUDIO, TORONTO – CANADA
2010 CCA LAGOS, TRIANGLE, BRITISH MUSEUM ARTIST IN RESIDENCY, LAGOS-NIGERIA
2010 THAMI MNYELE FOUNDATION, ARTISTS RESIDENCY AMSTERDAM – THE NETHERLANDS
2008 BLUESKY PROJECT ARTISTS RESIDENCY, WOODSTOCK IL- CHICAGO – USA
2008 ARTCROFT ARTISTS IN RESIDENCY, KENTUCKY – USA

**BIENNALE**

2016 12th DAK'ART BIENNALE 2016, DAKAR - SENEGAL

2005 & 2007 EAST AFRICA BIENNALE (ESTAFAB), DAR SALLAM – TANZANIA

**FESTIVALS**
2012 INTERNATIONAL MULTIMEDIA FESTIVAL YAGON-MYANMAR
2012 INFECTING THE CITY FESTIVAL, CAPE TOWN SOUTH AFRICA
2013 CHALE WOTE STREET FESTIVAL, ACCRA - GHANA

**SOLO EXHIBITIONS**

2017 ARANPO / STITCH, DIMENSION GALLERY, TEXAS- USA

2017 ATIBABA / Here I live now, at Hardesty Arts Center, Tulsa - OK

2016 WE ARE ALL BETWITCHED AT CANOPY/ BIG MEDIUM GALLERY IN AUSTIN, TX, USA

2016 IMOLE / LIGHTS AT THE SHIRE OF PILBARA, WEST AUSTRALIA.

2016 EBUN / GIFTS, RO2 ART GALLERY, DALLAS – TEXAS, USA

2016 OJU INU/ INSIGHT, TIKHONOVA WINTNER GALLERY, HARLEM – NY.

2015 BATETELE/LIBATION, OKLAHOMA STATE UNIVERSITY MUSEUM, STILWATER-OK

2015 ADITTU / PUZZLES, MAC GALLERY. DALLAS –TEXAS. USA (FORTH COMING MAY)

2014 GBAJUGBAJA / CELEBRATY, AT ART CURRENTS INSTITUTE NY-USA

2014 SHOPPING LIST, FREEDOM PARK AUSTIN TEXAS, USA

2014 SAJE NWA? / HOW IS THE MARKET? CARVER MUSEUM, AUSTIN-TX. USA

2014 ASHIRI / SECRET, THE MUSEUM OF HUMAN ACIEVEMENTS, AUSTIN – TEXAS, USA

2014 Et) Et) / ENTANGLE, RO2 ART GALLERY DALLAS- TEXAS- USA

2013 AKWATA ONDJUHWA KOMULUNGU, NATIONAL ART GALLERY WINDHOEK NAMIBIA.

2013 SIDE EFFECTS, CO-LAB PROJECTS SPACE, AUSTIN-TEXAS-USA

2012 UFAHAMU: INSIGHT, NAFASI ART SPACE, DAR ES SALAAM – TANZANIA

2012 ABAWON: STAIN FORECOURT STATION CAPE TOWN-S.AFRICA

2012 isiCelo: PETITION, NIROX FOUNDATION @ART ON MAIN. JOHANNESBURG- S.AFRICA

**GROUP EXHIBITIONS**

2017 ArtBash, Artist Alliance Austin, Native. Austin – Texas. USA
2017 Art at the Heart, East Pilbara Art Center, Newman Western Australia
2016 RETHINK, IGNA GALLERY in ISREAL
2016 OPEN STUDIO EXHIBITION AT SANTA FE ART INSTITUTE, SANTA FE - NM
2016 12TH EDITION OF DAK'ART BIENNALE, DAKAR- SENEGAL
2016 EVERYDAY REDEFINE AT CORRIDOR GALLERY, BROOKLY - NEW YORK. USA
2016 BIRTH: REBIRTH AT DIMENSION GALLERY IN AUSTIN - TEXAS
2016 BRONX - AFRICA AT LONGWOOD ART GALLERY @ HOSTOS, NY
2015 WAKATI/HOW TIME SHAPES AFRICA ART, OSUMA, STILL WATER - OK
2015 BOMBAY SAPPHIRE ARTISAN SERIES AT ART ON 5TH, AUSTIN –TEXAS
2015 AURORA NEW MEDIA EXHIBITION, DALLAS – TEXAS. USA
2015 UMOJA/COMING TOGETHER, UNIVERSITY OF DALLAS, IN DALLAS TEXAS, USA
2015 De La TIERRA, TEXAS STATE UNIVERSITY GALLERY in San Marcos, TEXAS. USA
2015 FUSEBOX 60 SECONDS / 60 ARTISTS, AUSTIN-TX, USA
2015 DALLAS ART FAIR, DALLAS – TEXAS, USA
2014 CLOSING ECOUNTER, MASS GALLERY AUSTIN – TEXAS. USA
2014 DALLAS TRADE FAIR, DALLAS – TEXAS. USA
2014 ONSITE, TEMPORARY ART PROJECTS, SOUTHEND-UK
2013 "THE STORY OF CREATIVE" SEE/ME, NEW YORK, USA
2013 "DELTA", MAC MEMBERSHIP EXHBITION DALLAS TEXAS, USA
2013 "PAINT" , RO2 ART GALLERY DALLAS TEXAS. USA
2013 ART CLUSTER, GIRONA - SPAIN
2013 PEOPLE GALLERY/CITY OF AUSTIN, AUSTIN- TEXAS, USA
2012 LONDON INTERNATIONAL CREATIVE COMPETITION /EXHBITION
2012 OPEN STUDIO AT VTLACIL CAMPUS OF THE ART STUDENTS LEAGUE, NEW YORK-USA
2012 OPEN STUDIO @ TRIANGLE WORKSHOP NEW YORK.USA
2012 Infecting the city, cape town-south Africa
2012 THUPELO/BAG FACTORY, JOHANNESBURG- SOUTH AFRICA
2011 ONEMINUTE VIDEO AMSTERDAM/TOWN GALLERY. EGYPT
2011 SOVEREIGN ART FOUNDATION JAPAN, JOBURG ART FAIR SOUTH AFRICA
2011 FAMILY UNITY OF THE WORLD, the Yekaterinburg Art Fund, Ekaterinburg-Russia
2011 PAUSE THE PULSE :( PORTRAIT OF ACCRA), ACC Galerie Weimar-Germany

**PERFORMANCES:**

2017 ORI MI GBE MI , ART ALLIANCE AUSTIN, TEXAS - USA

2016 OWO – AJE O AT BIG MEDIUM / CANOPY GALLERY, AUSTIN – TEXAS USA

2016 WE DO EXIST, EAST PILBARA ART CENTER, WESTERN AUSTRALIA.

2016 ORI LABABO, SANTA FE ART INSTITUTE, SANTA FE - NM

2016 THE BORDER CONTROLLER AT YOUR SERVICE, SFAI, SANTA FE - NM

2016 DISGUISE! THEY LEFT ME NAKED, 12TH EDITION DAK'ART BIENNALE, DAKAR-SENEGAL

2016 SEW WASTED, MACC AUSTIN- TEXAS. USA

2016 HOMAGE TO HOMELESS, RIO DE JANEIRO, BRAZIL

2016 ILE KOKO NTAGBE / HOMAGE – HOME COMING. ITAPARICA – SALVADOR, BRAZIL

2015 COMING OF AGE FOR MALE, UNIVERSITY OF OKLAHOMA, STILLWATER-OK.

2015 OWO IWO / MONEY, FUSEBOX 60 SECONDS / 60 ARTISTS, AUSTIN TEXAS, USA

2015 BATETELE (LIBATION), OKLAHOMA STATE UNIV. MUSEUM OF ART, STILLWATER- OK

2015 COLOURATION NIGHT, UNIVERSITY PARK. AUSTIN – TX. USA

2015 CHECKING OUT, DUE WEST/ BIG MEDIUM AUSTIN – TX. USA

2015 OTO GEE/ ENOUGH, AC INSTITUTE NY. NEW YORK - USA

2014 AGIDIMALAJA, MASS GALLERY /HEB STORE ON 7TH STREET AUSTIN TX, USA

2014 GBANJO/ ON SALE, DOWNTOWN CONGRESS AVENUE/ FREEDOM PARK AUSTIN-TX.USA

2014 MAMA RAJA TAJA/ MAMA BUYING & SELLING, CARVER MUSEUM AUSTIN – USA.

2014 OYEKU/SHIELDS AGAINST DEATH, MAIN GARDEN PARK DALLAS TX-USA

2014 I WANT TO BE BORN AGAIN, THE MUSEUM OF HUMAN ACHIEVEMENTS AUSTIN–TX-USA

2014 ILE PUPA / RED CARPET, R02 ART GALLERY DALLAS – TEXAS, USA

2013 3 SIDE OF A COIN, NATIONAL ART GALLERY WINDHOEK - NAMIBIA

2013 BABA MAGANA, ROBERT MUGABE AVENUE WINDHOEK-NAMIBIA

2013 PENDUKEJE TU RI HONGE, UNIVERSITY OF NAMOBIA, WINDHOEK- NAMIBIA

2013 NAMBIA FACING FORWARD, ZOO PARK WINDHOEK - NAMIBIA

2013 AKOWE AKAWE, UNIVERSITY OF NAMIBIA, WINDHOEK- NAMIBIA

2013 ODA / PAINTS, PEGASUS PLAZA PARK DOWNTOWN DALLAS - TX, USA

2013 HARMONY, RO2 ART GALLERY, DALLAS – TX, USA.

2013 OGEDE NBAJE / ROTTEN BANANA, CO-LAB PROJECTS SPACE, AUSTIN – TEXAS. USA

2012 AHAN/TOUGUE, INTERNATIONAL MULTIMEDIA FESTIVAL, YAGON-MYANMAR

2012 EYIN LOHUN/EGGS ARE LIKE WORDS,VYTLACIL CAMPUS OF ART STUDENTS LEAGUE NY

2012 PETEPETE ROFOROFO: LIVING IN MOULD, MWENGE/UNIVERSITY OF DAR ES SALAAM

2012 ABAWON/STAIN"2": CAPETOWN STATION FORECOURT-S.AFRICA

2012 isiCelo/PETITION: NIROX PROJECT GALLERY-ARTONMAIN. JOHANNESBURG-S.AFRICA

2012 EJE LEPO: BLOOD DONATION, BAG FACTORY/THUPELO, JOBURG-S.AFRICA

2011 AYE ONI YO/ LIFE OF SALT, SCARBOROUGH – TORORNTO CANADA

**PRESENTATIONS/VISITING ARTIST**

2017 HARDESTY ARTS CENTRE, TULSA – OKLAHOMA

2015 OKLAHOMA STATE UNIVERSITY, STILLWATER - OK

2014 UNIVERSITY OF TEXAS IN AUSTIN, USA

2013 UNIVERSITY OF NAMIBIA IN WINDHOEK – NAMIBIA

2013 COLEGE OF ART / JMAC KATUTURA IN WINDHOEK - NAMIBIA

2012 THE COLLEGE OF STATEN ISLAND, NEW-YORK- USA

2012 UNVIVERSITY OF DAR ES SALAAM IN DAR ES SALAAM-TANZANIA

2012 THE COLLEGE OF ART BAGAMOYO, BAGAMOYO- TANZANIA

2012 VAAL UNIVERSITY, JOHANESBURG – SOUTH AFRICA.

2011 YORK UNIVERSITY, TORONTO – CANADA

2010 NEW YORK UNIVERSITY GHANA, ACCRA- GHANA

## REFERENCES


1. **Dr. Moyosore Okediji**

   **Professor of Art + Art History**

   **University of Texas at Austin**

   **1 university station, D1300 Austin-Tx 78712**

   **Email: moyokdg@yahoo.com**

   **Phone: +1 (512) 605 8178, +1 (512) 638 2818**

2. **SUSAN HAPGOOD**
   **EXECUTIVE DIRECTOR OF INTERNATIONAL STUDIO AND CURATORIAL PROGRAM**
   **1040 METROPOLITAN AVENUE, BROOKLYN, NEW YORK 11211.**
   **Email: shapgood@iscp-nyc.org**
   **Phone: 917 445 5455**

3. **DAN CAMERON**
   **INTERNATIONAL INDEPENDENT CURATOR / WRITER**
   **20 CLINTON STREET, APT. 6C, NYC 10002.**
   **Email: dancameron@eartthlink.net**
   **Phone: 917 251 4554**

4. **JIM WINTNER**
   **DIRECTOR / CURATOR OF TIKHONOVA & WINTNER FINE ART GALLERY**
   **40 W 120TH STREET, #3. HARLEM, 10027, NYC.**
   **Email: jhw@benefitevents.com, twfaharlem@gmail.com**
   **Phone: 646 242 7909**

5. **DAMIAN SMITH**
   **INTERNATIONAL INDEPENDENT CURATOR**
   **2/13 HOPETOUN AVENUE**
   **BRUNSWICK WEST VIC 3055, AUSTRALIA.**
   **Email: damiansmith68@hotmail.com**
   **Phone: +61 406 711 378**

**REVIEWS, LINKS TO ARTICLES**

# LINKS TO PUBLICATIONS

https://issuu.com/aesthetica_magazine/docs/e-issue_80_-_issuu?e=5376688/55804327

http://www.aestheticamagazine.com/profile/olaniyi-r-akindiya-aka-akirash/

http://www.eastpilbara.wa.gov.au/our-region/art-at-the-heart

http://www.nzz.ch/feuilleton/biennale-in-dakar-die-afrikanische-kunst-im-identitaetskaefig-ld.82895

**https://twitter.com/BBCAfrica/status/728441698393579521**

**http://www.bbc.co.uk/programmes/p03t6t2c**

**http://sugarcanemag.com/2016/05/sugarcane-raw-speaking-with-akirash-at-dakart-biennale/**

**https://www.youtube.com/watch?v=V5x0gsHuQqM**

**https://www.youtube.com/watch?v=VqsxOb2D4xA**

**http://sugarcanemag.com/2016/05/sugarcane-raw-speaking-with-akirash-at-dakart-biennale/**

http://africanah.org/olaniyi-rasheed-akindiya-aka-akirash/#.VwNXkffW08M.facebook

http://thesoleadventurer.com/index.php/2016/02/21/akirash-the-futuristic-all-round-artist/

http://glasstire.com/2014/12/15/50-artists-selected-as-pre-qualified-for-dallas-public-artworks/

http://harlembespoke.blogspot.com.br/2016/02/introducing-tikhonova-wintner-gallery.html

https://legrenierdekibili.wordpress.com/2016/01/26/dakart-2016-la-liste-des-artistes-de-lexposition-internationale/

http://sugarcanemag.com/2016/02/learn-more-about-biennale-cultures-in-africa-at-columbia-university/

http://sugarcanemag.com/2016/01/24-countries-represented-at-the-dakart-biennale-for-2016/

**http://frontrow.dmagazine.com/2015/10/is-aurora-dallas-an-artistic-gateway-drug-or-watered-down-selfie-fest/**

## MEDIA PUBLICATIONS

2015 ADOC "CULTURE, TRADITION AND MEDIA" , By Leah Constantine, JUNE 23,

2015 2014 STUDIO VISIT, VOL. 26, Page 11. USA

2014 HIDDEN TREASURE ART MAGAZINE VOL.2, Page 146. UK

2013 Dallas Observer. "TODAY WE PAINT" By Luke Darby. Aug 5th 2013 visual art categories. 2013 WEST AUSTIN STUDIO TOUR, page 12. Austin- Texas, USA

2013 CRITICAL INTERVENTIONS, #11.Spring `2013, page 40 -48. NY

2013 The Namibia Weekender, "AKIRASH, NOMADIC ARTIST ON NAM ART" By Martha Mukaiwa.1st Nov. 2013.

2013 The Villager, "GRAP THE ROOSTER BY THE MOUTH" By Andreas Kathindi, 11th Nov, 2013 2013 ALLGEMEINE ZEITUNG "INTERNATIONALER KUNSTKER STELLT IN NAMIBIA AUS, 21st Nov, 2013

2012 THISDAY, "EXPANDING THE TRIANGLE" By Amber Croyle Ekong 07th Oct 2012.NY

2011 THE SOVEREIGN AFRICAN ART PRIZE, page 8 & 9, South Africa

2011 IN FAMILY UNITY-UNITY OF THE WORLD, Catalog page 63 & 103

2010 The Mail, AKIRASH ROUNDS OFF NATIONWIDE EXHIBITION.VOL. 10 NO.3, Edition 118 Friday June 2010. Accra – Ghana.

2010 The Mail, AKIRASH STAGES "KAYAYO" WORKSHOP. Vol. 10 NO.3, Edition 118 Friday 16th 2010. Accra – Ghana. 2010 The Mail," AKIRASH GETS BUSSY THIS APRIL" Edition April, page 10, Friday 29th 2010, Accra-Ghana.

2010 The Mail, "A DECADE OF CREATIVITIES" Edition March

2009 FREEDOM TO CREATE PRIZE, PAGE 73, PUB. SINGAPORE

2008 NORD ART (KIC), Catalog page122, publ. Germany

2008 Local & Regional, Northwest Herald, BLUESKY PROJECT, 8th of August 2008, front page and page 4c, Chicago, USA

# Statement of Agreement by Olaniyi Akindiya Demographics Survey

☑ I have completed the survey as requested. (Required)

# MEMORANDUM

**TO:** City of Austin Permitting Office and Right of Way Management

**FROM:** Anna Bradley, Coordinator, Art in Public Places,
Economic Development Department (EDD)

**DATE:** June 6, 2019

**RE:** FEE WAIVERS
East 51st Streetscape Art in Public Places Project
I-35 to Berkman Drive on the north and south sides of East 51st Street

---

Please waive the following fees for **OLANIYI RASHEED AKINDIYA and her/his subcontractors** for all work performed under her contract listed below with the City of Austin in accordance with City Code Chapter 7-2-11 (Source *Ord. 20111103-010)*:

(1) Temporary Use of Right-of-Way Fee;
(2) Excavation Fee;
(3) Special Events Fee;
(4) License Agreement Fee;
(5) Site Plan Review Fee;
(6) Site Exemption Review Fee;
(7) General Permit Fee;
(8) Building Permit Fee;
(9) Electrical Permit Fee;
(10) Plumbing Permit Fee;
(11) Historic Review for Building Permit Fee;
(12) Tree Permit Fee.

**OLANIYI RASHEED AKINDIYA** has been commissioned and contracted by the City of Austin Art in Public Places program to design, fabricate, and install artwork at the East 51st Streetscape project.
If you have questions, please contact me at 512 974 7841 or anna.bradley@austintexas.gov.

# Exhibit E

## Insurance Requirements For
## City of Austin Art in Public Places Contracts

Contractor/Artist shall carry insurance in the types and amounts indicated below for the duration of the Contract. Workers' Compensation and Employers' Liability Insurance must commence before the installation on City Property; Commercial General Liability Insurance and Auto Liability must commence 30 days after the signing of the contract with the City of Austin. Any Architect or Engineer affixing their seal to an Artist's design drawings must provide evidence of A&E Professional Liability Insurance in effect on the date their seal is affixed.

A. **Commercial General Liability Insurance** with a minimum bodily injury and property damage per occurrence limit of $500,000 for coverage's A & B. The policy shall include Products/Completed Operations coverage with a minimum of $500,000. The policy shall contain the following provisions:

1. Blanket contractual liability coverage for liability assumed under this contract and all contracts relative to this project.

2. Independent Contractors coverage.

3. City of Austin listed as an additional insured, endorsement CG 2010.

4. Thirty (30) day notice of cancellation in favor of the City of Austin, endorsement CG 0205.

5. Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.

B. **Business Automobile Liability Insurance** for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City of Austin:

1. Waiver of Subrogation endorsement CA 04444.

2. Thirty (30) day Notice of Cancellation endorsement CA 0244.

3. Additional Insured endorsement CA 2048.

C. **Fine Arts Floater or other Property Insurance** under an "All Risk" or Special Causes of Loss form for all artwork commissioned by the City. Coverage shall be provided wherever the commissioned artwork is located while in the care, custody and control of the Contractor/Artist. Coverage shall be provided on a replacement cost basis, and the City shall be named as a loss payee on the policy. The Contractor/Artist is responsible for paying the City directly for the value of any deductible applied to the proceeds of the loss after a claim has been adjusted.

D. **A&E Professional Liability Insurance** is required of all design professionals (i.e., architects and engineers) affixing their seal to an artist's design drawings, with a minimum limit of liability of $1,000,000 per claim / occurrence. Professional Liability Insurance to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy shall provide for 30 day notice of cancellation in favor of the OWNER.

**General Requirements**

Contractor/Artist must complete and forward a written quote for the required insurance coverages to the City before the Contract is executed. The Contractor/Artist shall not commence fabrication until he/she has obtained the required insurance and has forwarded a certificate of insurance for the required insurance coverages and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor/Artist hereunder.

Contractor's/Artist's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

Contractor/Artist must submit certificates of insurance for all Subcontractors to the City prior to them commencing work on the project. Subcontractors' auto liability insurance shall be written by companies licensed to do business in the State of Texas and with A.M. Best ratings of B+VII or better.

All endorsements naming the City of Austin such as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance shall indicate: ***City of Austin, AIPP Program, Attn: Susan Lambe, 201 East Second Street, Austin, TX 78701; FAX: (512) 974-6379.***

If coverage is written on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of services under this agreement.

The "other" insurance clause shall not apply to the City where the City of Austin is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor/Artist shall be considered primary coverage as applicable.

If insurance policies are not written for amounts specified above, Contractor/Artist shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

The City reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor/Artist.

The Contractor/Artist shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

The Contractor/Artist shall be responsible for premiums, deductibles and self-insured retention's, if any, stated in policies. All deductibles or self-insured retention's shall be disclosed on the certificate of insurance attached.

The Contractor/Artist shall provide the City thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

The insurance coverage's required under this contract are required minimums and are not intended to limit the responsibility or liability of the Contractor/Artist.

# Conservation Review Form

CITY OF AUSTIN ART IN PUBLIC PLACES

Information captured in this form will help expedite the conservation review process, which aims to address the following considerations:

1) **Materials Durability:** includes site-preparation materials, paints, and anti-graffiti coatings.
2) **Methods Durability:** includes elevation from ground, balance, proximity to moisture, exposure to water or sun, and overall design weighting.
3) **Maintenance Needs:** includes how often the artwork needs cleaning, what type of cleaning, and the propensity of materials to develop mold, rust, or other damage over time.
4) **Site Preparation:** includes wall preparation (for murals) or base (for sculptures) and any materials necessary for preparing the site.
5) **Installation Safety:** includes how the artwork can be safely installed (using the proposed final design).

| |
|---|
| Artist(s):<br>Phone:<br>Email:<br>Title of Project/Title of Work:<br>AIPP Project Manager:<br>Date: |

Assuming best maintenance practices, what is the life expectancy of this work?

| |
|---|
| |

List ALL materials and components used in the creation of this piece:

| |
|---|
| |

For any commercial products used, attach the manufacturer's specs:

| |
|---|
| |

Describe any coatings or sealants used:

Provide contact information for the fabricator(s) and a description of their services on this project:

Describe the methods and/or processes used in fabrication, in order of their use in the artwork:

Describe the installation site and method:

Describe any required maintenance procedures:

| | | |
|---|---|---|
| Y | N | Architect's or Engineer's drawings attached |
| Y | N | Material samples attached |
| Y | N | Images of site or site drawings attached |

Exhibit G

01-339 (Back)
(Rev.7-10/7)

# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

| Name of purchaser, firm or agency | |
|---|---|
| **City of Austin** | |
| Address *(Street & number, P.O. Box or Route number)* | Phone *(Area code and number)* |
| **P. O. Box 1088** | **(512) 974-2500** |
| City, State, ZIP code | |
| **Austin, TX 78767** | |

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____ TX _____

Description of items to be purchased or on the attached order or invoice:

**Purchase Order/Contract Number, if applicable:**

**Contractor Name, if applicable:** OLANIYI RASHEED 15224 VALERIAN TEA DRIVE, PFLUGERVILLE

**Description and Amount of Purchase:**

Exhibit E - Texas Sales and Use Tax Exemption Certificate Form

Items used in the fabrication and installation for East 51st Street AIPP project in the amount not to exceed $48,000.00.

Purchaser claims this exemption for the following reason:

**Governmental Agency· City; See Title 2· State Taxation; Chapter 151 • Limited Sales, Excise, and Use Tax; Section 309 • Governmental Entities of the State Tax Code**

A taxable item sold, leased, or rented to, or stored, used, or consumed by the City of Austin (City) is exempted from sales and use taxes. Purchases of goods for the City's use are exempt from City, State, and most Federal Taxes; therefore, offers from vendors should not include exempted taxes.

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

| **Employee Completing Form:** | **Employee Title:** | |
|---|---|---|
| sign here ▸ Purchaser: Elaine Hart | Title: Chief Financial Officer | Date: 04/28/2017 |

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

***THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.*** #746000085

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

**City of Austin, Texas**
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 08 day of JUNE, 2019

CONTRACTOR OLANIYI R. AKINDIYA (AKIRASH)

Authorized Signature

Title ARTIST

**City of Austin, Texas**
**Section 0805**
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: OLANIYI RASHEED AKINDIYA

Signature of Officer or Authorized Representative: Date: 06/08/2019

Printed Name: OLANIYI R. AKINDIYA (AKIRASH)

Title ARTIST