



CONTRACT FOR THE DESIGN OF PUBLIC ARTWORK

BETWEEN THE
CITY OF AUSTIN
AND
PETER ORTIZ

This Contract for the Design 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 **Peter Ortiz** (“Artist”), located at **1402 Vargas Rd, Austin, TX 78741**.

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.

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 conceive of and design the Artwork.
- (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.
- (e) The Parties acknowledge that this Contract contemplates that, upon acceptance by the City of the Final Design, the Parties may enter into a separate agreement for the fabrication, delivery, and construction services necessary to complete installation of the Artwork at the Site. The Artist acknowledges, however, that nothing in this Contract obligates the City to enter into any such agreement, and that the City will retain sole discretion as to whether to enter into any further agreements with the Artist for the Artwork or for any other services.

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 **Peter Ortiz**.
- (3) "Artwork" means the original piece of public art conceived and designed 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 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 **Montopolis Recreation and Community Center**, owned, operated, or controlled by the Sponsoring Department and located at **1200 Montopolis Drive, Austin Texas, 78741**.
- (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 of the Artwork.
- (17) "Site" means the portion of the Facility at which the Artwork will be installed.

- (18) “Sponsoring Departments” means the **Parks and Recreation 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 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 **90** 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, longevity, 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. Changes to the Artwork

- (a) At any time prior to approval of the Final Design, the Artist may make changes to the Final Design, whether for aesthetic, safety, construction, or other reasons, and the City may likewise direct the Artist to make changes to the Final Design, for any non-aesthetic reason. Such changes to the Final Design will be made in accordance with the procedures set out in this Section.
- (b) Minor changes to the Final Design initiated by the Artist do not require prior approval by the City, but do require Notice to 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 retains the right to reject any minor changes for non-aesthetic reasons.

- (c) Major changes to the Final Design initiated by the Artist require Approval by the City. Major changes include, but are not limited to, changes to the overall scope, layout, color, shape, size, material, texture, or structural elements of the Artwork. The Contract Administrator may reject any proposed major changes for any non-aesthetic reason. If the City rejects a major change, the Artist will either continue with the Final Design as approved by the City, or will 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.
- (d) All changes initiated and approved under this Section will be documented via formal written change orders signed by both Parties, which will be incorporated into and become a part of the Final Design. 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 only occur through Contract amendment. If the City does not change Contract Price, the Artist will bear the sole risk and cost of any changes to the Final Design or to the Artwork.

2.7. Lectures and Public Education

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.

Article 3. Payment to Artist

3.1. Contract Amount

The Contract Price for this Contract is \$14,000.

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 – 25% upon execution of this Contract, recognizing that the Artist has already invested time and expense in preliminary design coordination with the City and its consultants.
 - Milestone 2 – 25% within 30 days after completion of the Mid-Design review.
 - Milestone 3 – 25% within 30 days after the Final Design is 100% complete.
 - Milestone 4 – 25% within 30 days after the City gives the Artist Notice of its approval of the Final Design.
- (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 the Texas Sales Tax and Local Sales Tax Exemption Certificate for Contractors, in Exhibit G. The Artist shall only use the 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 the 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.

- (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.

4.2. Ownership

- (a) The Artist will remain the owner of the Artwork until title transfers, pursuant to a contract with the City to commission the Artwork.
- (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 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 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 at the Site.
 - (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.
- (b) 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.

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 subcontractors proposed by the Artist. If the City rejects a 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 15 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, 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 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 promptly confirmed 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
Sylvia Holt-Rabb
Assistant Director
Economic Development Dept.
City of Austin
PO Box 1088
Austin TX 78767

The Artist
Peter Ortiz
1402 Vargas Rd.
Austin, Texas, 78741

with copies to:

Susan Lambe
Art in Public Places 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. 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, 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 Approval 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. | Texas Sales Tax and Local Sales Tax Exemption Certificate for Contractors |

CITY OF AUSTIN

BY: 

NAME: Sylvia Holtz

TITLE: Interim Deputy Director

DATE: 6.20.19

ARTIST

BY: 

NAME: Peter Ortiz

TITLE: Artist

DATE: 6/20/19

APPROVED AS TO FORM



ASSISTANT CITY ATTORNEY

EXHIBIT A - SITE PLAN

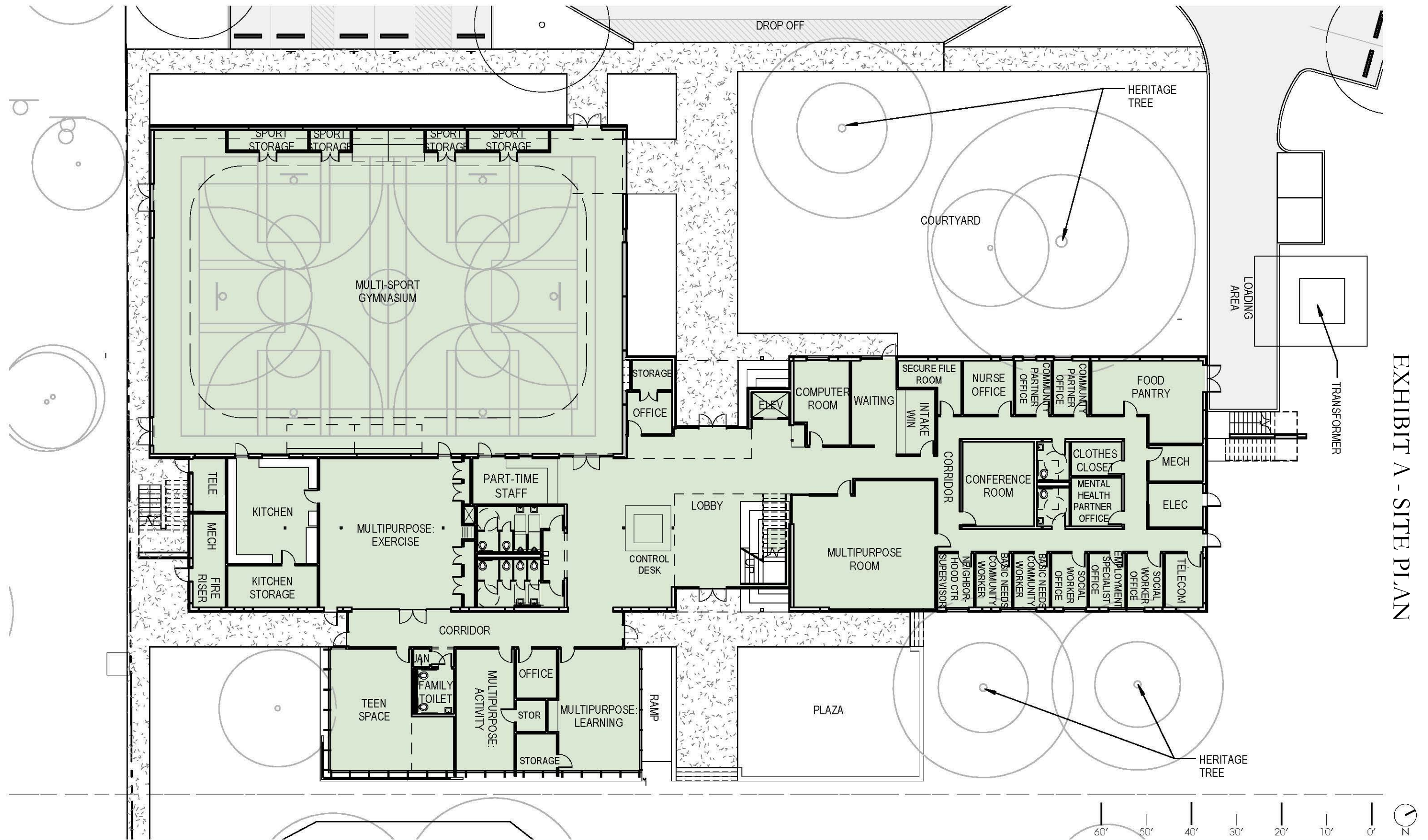


EXHIBIT B - Request for Qualifications

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: Montopolis Recreation and Community Center - Phase II
Community Artists Opportunities

Opportunity: Four artwork opportunities

Artwork Budgets: Exterior sculpture - \$90,000
Exterior stairwell wall - \$70,000
Exterior window screens - \$40,000
Interior lobby wall - \$40,000

Deadline to Apply: Thursday, February 21, 2019 at 5:00 pm (CST)

Project Summary

The City of Austin Art in Public Places (AIPP) program of the Cultural Arts Division, Economic Development Department (EDD) seeks to commission visual artists, or artist teams, to design and fabricate four different artworks for the new Montopolis Recreation and Community Center at 1200 Montopolis Drive, Austin, TX 78741, a joint-use facility between the Parks and Recreation Department (PARC) and the Austin Public Health Department (APH). It is the intent of this project to create public artwork opportunities which feature Austin artists with lived experience in the Montopolis neighborhood.

Project Background

Approved by Austin voters as part of 2012 Bond Election, the City of Austin began the Design Phase of the project in December 2015, which included preliminary, schematic, and design development and construction document phases. During this phase, the City hosted several public meetings to gather community feedback on the design of the new facility.



Designed by McKinney York Architects, the new recreation and community building will house current and proposed recreational services including after-school activities, youth sport and specialized classes, education programs, exercise and fitness classes, health, wellness and nutrition programs, senior activities, neighborhood center services, seasonal services, and other health services for preventative care. The City of Austin's Parks and Recreation Department (PARC) Austin Public Health Department (APH) currently manage many activities and programs collaboratively. There will be a gymnasium, meeting rooms, a commercial kitchen and community event spaces. The facility is estimated to be approximately 33,000 square feet. The total area of the site is 7.6 acres. 5.05 acres of that area has a parkland use restrictions and the remaining 2.55 acres can be used for any City of Austin programs.

EXHIBIT B - Request for Qualifications

The construction Bidding and Contract Award Phase will be completed by June 2018. Construction of the new facility is scheduled to begin in summer 2018 and to be complete in spring 2020.

Facility History

The current Montopolis Recreation Center was originally owned by Dolores Catholic Church. In 1971, the City of Austin entered into an agreement to operate the building as an extension of PARD services. In 1973, PARD purchased the building and the surrounding land. In 1974, a deed was executed by the City to dedicate 2.55 acres of land for community



use. The Montopolis Recreation Center has served the community for over four decades. The existing facility is in poor condition and can no longer meet the needs of a growing and vibrant community.

The Montopolis community is a multi-cultural and bi-lingual community in East Austin. The buildings have been an integral part of the community for more than 40 years, therefore, it is important to the City and the Montopolis community that the new facility reflects of the community and history of the area and historical and cultural values are incorporated into the new building's final design.

More information can be found at: www.austintexas.gov/department/montopolis-recreation-center
More information about the history of Montopolis can be found in Austin's Montopolis Neighborhood (Images of America Series) by Dr. Fred McGhee, published in 2014 by Arcadia Publishing.

Public Art Intent and 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 a qualified artist or artist team who can innovatively and thoughtfully 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:

- » Incorporates colors, imagery and themes that reflect the aesthetic qualities of the community;
- » Through community engagement, suggests the future aspirations of the people of the Montopolis neighborhood;
- » Responds to the story of the facility from 1971 to present and the activism of the surrounding community;
- » Integrates seamlessly into the design of the facility and grounds;
- » Is made from durable and low maintenance materials;
- » Enriches or adds to the depth/breadth of the City of Austin's public art collection.

EXHIBIT B - Request for Qualifications

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 building envelope. A range of materials and conceptual approaches are welcome for these commissions 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 and insurance), travel, and other project related costs.

A total artwork budget of \$240,000 will be divided between four community artist artwork opportunities.

Exterior sculpture - \$90,000

Exterior stairwell wall - \$70,000

Exterior window screens - \$40,000

Interior lobby wall - \$40,000

Principal Artist + Artist Cohort

A Principal Artist was selected to create an original artwork at the Montopolis Recreation and Community Center project for the interior gym wall area. In addition to creating an artwork for the site, the Principal Artist will work with the neighborhood advisory group to solicit community artists to submit applications for the remaining four opportunities, focusing on artists who have a connection to, and/or lived experience with, the Montopolis neighborhood. The Principal Art's role will include creating an Artist Cohort to stimulate mentorship, guiding the overall aesthetic of the artworks, creating a positive team environment and providing professional development resources.

AIPP staff will assist the Principal Artist in coordinating and creating a schedule of workshops for professional development, including support in presentation skills, budgeting, scheduling, time management, fabrication and installation management for the Artist Cohort.

Artist Cohort must participate in professional development and design meetings. These will be crafted to fit the needs of the selected artists and provide training on community engagement best practices; budget development; installation techniques; managing time/resources/fabricators/sub-contractors, etc.; skills for preparing approval documents and how to make the most of presentations.

Artwork Opportunity

Four public art opportunities are open to a wide range of ideas to be proposed by the Community Artists, or artist team, in consultation with the project's design team. The artist(s) is/are expected to gather community input in the development of their design.

Applicants are encouraged to apply for each individual artwork opportunity as they see fit. The artwork opportunities are:

EXHIBIT B - Request for Qualifications

- Exterior sculpture located in the plaza near the front entrance - \$90,000
- Exterior stairwell wall - \$70,000
- Exterior window shade screens - \$40,000
- Interior lobby wall - \$40,000

See images below:

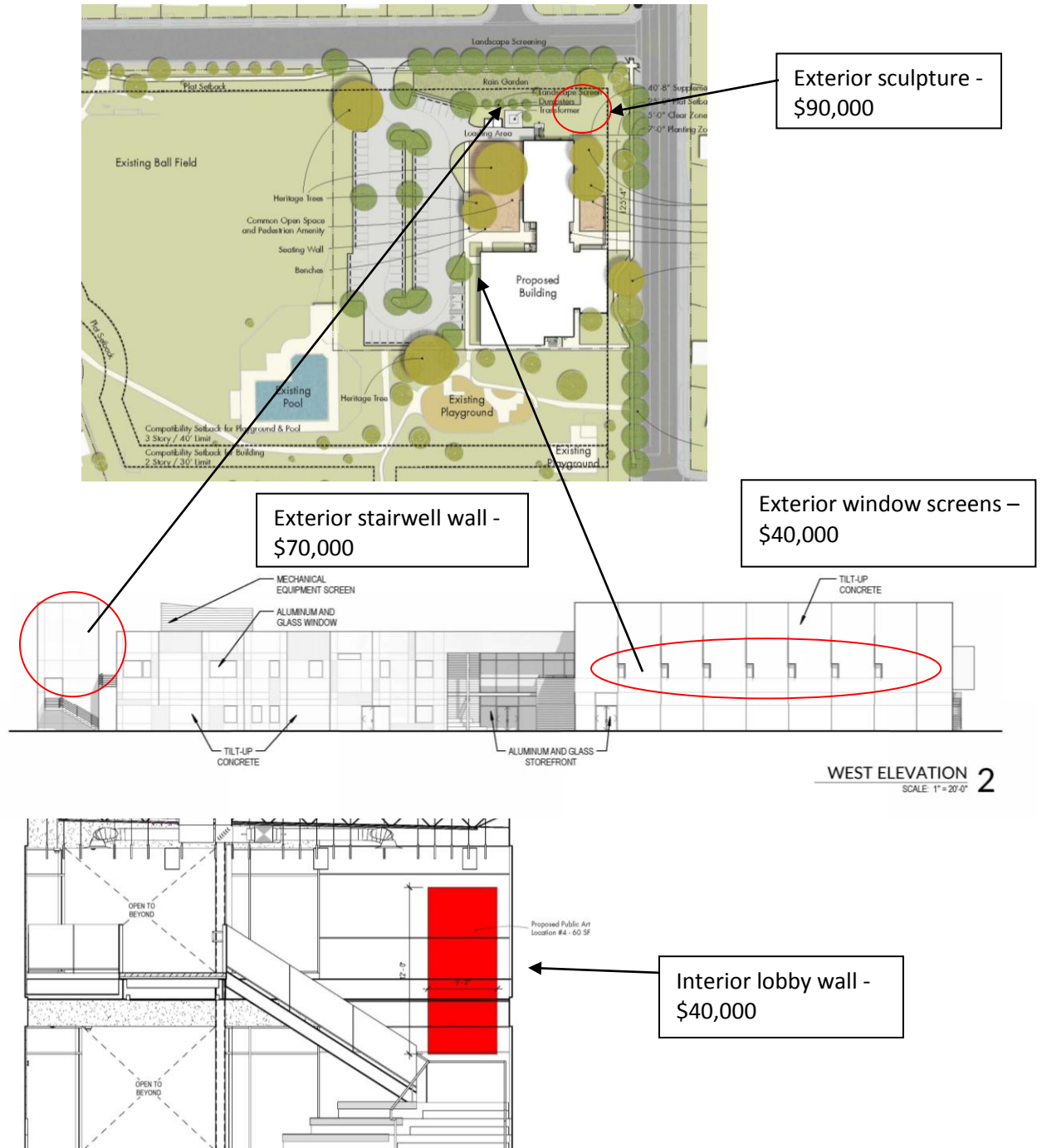


EXHIBIT B - Request for Qualifications

Artist Scope of Work

Community Engagement Phase

Once selected, the artist will engage with the neighborhood community and the design team and consider their response in preparing the final design. The artist will work with AIPP staff in planning and executing community engagement, meeting(s), outreach and community participation.

Design Phase

After the artist has engaged the community, they will submit the following material for the final design proposal:

- **Written Narrative** describing the proposed artwork, including relationship of the artwork to the location, compatibility with the community/neighbors in proximity to the site, and installation plan. The narrative should describe how the artist engaged with the community. The selected artist or artist team will define the process of installation, including if he or she intends to contract a third-party for, or engage the community for assistance with, installation.
- **In-Context Images** of proposed artwork, such as sketches or renderings showing what the artwork will look like in place at the proposed site. The artist will determine the artistic expression, scope, design, color, size, material and texture of the artwork in conversation with the community surrounding the project location, subject to approval by the City.
- **Preliminary Itemized Budget** including a materials list which conveys the installation method to be used. The artists will be responsible for development of a final budget to include all costs to create the mural including but not limited to installation, de-installation, site restoration, permitting, and insurance. A sample budget sheet can be found online at: <http://austintexas.gov/departments/aipp-resources>. Tools or equipment for fabrication or installation are considered capital assets and are not eligible expenses. Rental of tools or equipment are acceptable expenses. No fund matching or crowd sourcing may be applied.

Installation Phase

In addition, the selected artist or team will provide the following services:

- **Site Preparation.** The artist is responsible for preparing the site to receive art. For artwork on the bathhouse itself, this includes cleaning the surface of the wall and removing loose debris and, in the instance of a painted mural, priming the mural area in advance of painting.
- **Safety.** The artist is responsible for working safely within the public space, redirecting any pedestrian traffic so that there is no conflict with artist work space.

EXHIBIT B - Request for Qualifications

- **Installation.** The artist is responsible for fabricating and installing the artwork or overseeing its fabrication and installation.

Artist Information Meeting

An artist information meeting and application workshop will be held at the following dates and locations.

January 12, 2019; 12:00 to 1:30 pm - PODER Offices, 4926 East Cesar Chavez Street, 78702

January 19, 2019; 12:00 to 1:30 pm - African American Cultural & Heritage Facility, 912 E 11th, 78702

February 9, 2019; 12:00 to 1:30 pm - PODER Offices at 4926 East Cesar Chavez Street, 78702

Additional application support will be offered by AIPP staff throughout the application period. Other information meetings and application workshops will be scheduled and posted.

Artist Eligibility

Artists who have a connection to or a lived experience with the Montopolis neighborhood are encouraged to apply, regardless of experience. Applicants do not need to have professional artist experience, or professional degree to apply. First-time applicants are encouraged to apply.

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. 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 Parks and Recreation Department, Austin Public Health and the Economic Development Department are *ineligible* to apply. Employees of the project consultants and sub-consultants are also *ineligible* to apply.

Evaluation Criteria

The selection of an artist, or artist team, shall be based on whose qualifications best meet the goals and eligibility requirements contained in this Prospectus. The Selection Panel will review and consider the following evaluation criteria:

- » expressed interest in creating artwork for the Montopolis community;
- » artistic merit and technical expertise;
- » demonstrated ability to successfully participate in a collaborative community environment.

Selection Process

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 each of the four opportunities. Up to three finalists may be selected per opportunity for interviews. This recommendation will be presented to the Art in Public Places Panel and Arts Commission for approval.

Two of the opportunities will require City Council authority to contract with the selected artists.

EXHIBIT B - Request for Qualifications

The selected artist(s) will be put under a design contract to coordinate with the community stakeholder group, 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 additional stakeholder groups.

Submission Process

Applications must be received online via www.PublicArtist.org no later than Thursday, February 21, 2019 at 5:00 pm (CST).

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:

- Letter of Interest explaining your relationship to the Montopolis neighborhood and/or Recreation Center;
- 10 images of artworks with descriptions (additional detail images of artworks are acceptable);
- Resume; and
- 3 contacts for references (no letters of reference needed).

Selection Committee (Selection Panel + Project Advisors)

Voting Selection Panelists may include:

- Fidencio Duran – Principal Artist for Montopolis Recreation and Community Center AIPP project
- Claudia Aparecia Quimundi – graphic designer and artist
- Jill Ramirez – Executive Director, Serie Project
- Paloma Mayorga – artist
- Candace Briceño – artist
- Jennie Alvarado – artist

The Community Advisors will remain in a consultative role with the AIPP project throughout the commission. Project Advisors may include:

- Susana Almanza – Montopolis Neighborhood Association
- Anita Villalobos – Montopolis Recreation Center Advisory Board
- Georgia Steen – Montopolis Neighborhood Association
- Alberto Mejia – Senior Director of Community Programs, Creative Action
- Amanda Jasso – Mexican American Community Archivist, Austin Library History Center
- Noelle Shelly – Friends of Riverside

AIPP and AAC Project Advisors may include:

- » Jacob Villanueva – liaison, Art in Public Places Panel
- » Felipe Garza – liaison, Austin Arts Commission, District 3

City of Austin Project Advisors may include:

- » David Smythe-Macaulay – Project Manager, Public Works Department
- » Kevin Johnson – Project Manager, Parks and Recreation Department
- » Filip Gecic – Project Manager, Austin Public Health Department

EXHIBIT B - Request for Qualifications

- » Michelle Rojas – Program Supervisor, Montopolis Recreation Center
- » Gina Saenz - Recreation Programs Manager, Parks and Recreation Department
- » Javier Ramirez – Project Manager, Austin Water Department
- » Brian Carlson – Project Manager, McKinney York Architects

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

August 2018	Facility construction begins
December 20	Request for Qualifications released (9 weeks)

2019

January + February	Artist Information Meeting + application workshop
February 21	Deadline for RFQ submissions
March 6	Selection panel review of applications
March 22	Artist interviews
April 1 & 15	Approval of artists and alternates by AIPP Panel and Arts Commission
April 16	<u>Exterior Window</u> and <u>Interior Lobby Wall</u> contracts executed
June 6	Approval of <u>Exterior Sculpture</u> and <u>Exterior Stairwell</u> contracts by Austin City Council
June 7	<u>Exterior Sculpture</u> and <u>Exterior Stairwell</u> contracts executed
June 8	Principal Artist + Artist Cohort kick-off meeting
June + July	Professional Development meetings for Mid Design
August 5	Artist Cohort Mid-Design presentation to AIPP Panel
August + September	Professional Development meetings for Final Design
October 7	Artist Cohort Final Design presentation for approval to AIPP Panel

EXHIBIT B - Request for Qualifications

October 21 Artist Cohort Final Design Approvals to Arts Commission

October 26 Artist Cohort sign under commission contracts

November + December Artworks fabrication & installation coordination

[2020](#)

February-March Anticipated project completion

Contact/Questions

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

Exhibit C - Artist Qualifications

My history in Montopolis predates my birth. In 1957 my parents purchased a 1-bedroom room homestead on a gravel road at 1402 Vargas Road as they had found a place to raise a young family of three that would later grow to eleven. Within the next year, my paternal grandparents purchased two lots next door that remain in the Ortiz family to this day. My maternal grandmother lived on Club Terrace where many Bergstrom Air Force families lived and attended Del Valle Schools. Three other related families lived here in Montopolis, and one still owns a home on Del Monte Street.

Our home was one of the few on this block which at the time, were surrounded by fields. I can still remember the corn field behind our home where a man on a tractor would tend to the field and as children, my siblings and I would have our club house in his field. There was a short cut trail that was well traveled from Vargas Road to the Tomgro Grocery store, passing the large green houses behind the store. My father donated his construction talent to the Dolores Parish and built the alter that remains today. My eldest brother attended the Dolores Catholic school and we attended catechism classes there and in the newly constructed community center. My brother and I both taught CCD classes and in my teenage years, I had become a youth group leader.

Some of the things that I recall while growing up in Montopolis were crossing the Montopolis bridge and traveling the 2 lane Riverside Drive to the rest of the city, or how many of us children attended the Friendship Center preschool next to the Allison Elementary playing field where most of the neighborhood attended and made lifetime friends. There is a public swimming pool called Civitan, where the neighborhood children went for summertime swims. Another memory was looking out our upstairs bedroom window, watching and listening to my uncle and his band jamming out, as it was and still is not uncommon to hear the sounds of music being performed or played loudly throughout the neighborhood. I remember the iconic Fiesta drive-in where Spanish speaking movies with famous Mexican actors were shown and we would sneak under the first barbed wire barrier, running across the short space where the cows grazed, and sliding under the second tin fence barrier to play on the swings below the huge screen. Across the street on Montopolis Dr. was another great place called "Boomerang" that had pool tables and pinball machines. They served up some great burgers and fried burritos. Then there was Culps grocery store at the intersection of Montopolis Drive and Ponca which had a meat market and next to that was Dales Auto Parts. The Limon's store was a local staple where many families had credit and they sold amazing pan dulce. Most of the children would stop there and get after school treats. Another fond memory was going to the library near the police substation on Montopolis Drive and the large oak tree in the middle of the road up the street to the ladies home with the beautiful horses in the field, and going fishing behind the cemetery on Valdez Street. I remember us catching and bringing home large strings of fish. We used to Ride our bikes on Grove Street at the Country Club because it had a deep dip and it was lots of fun. I recall going to a building, from my recollection, that was a livestock place near where the Wells Fargo Bank was, to see Antonio Aguilar and his family perform. I remember passing the easter egg hunts covering the community center yard with treats.

It was said in our younger years that when people drove through our neighborhood, they were told to lock their car doors. Montopolis was given a negative image partly for what I believe it was known as a poor neighborhood and for all who did not live here, our family home doors were kept unlocked until the late 1980's early 1990's. In 1981 I left Montopolis for 13 years in search for what was more to life than what existed for me at that time. In the years of being away, was when I realized my love and pride of being from Montopolis and that had become a part of how I identify myself. As of today, we still continue to make our history and our memories here in Montopolis. A city on the hill where we get our energy to pursue all our ventures, a place where two people decided to establish a homestead in an impoverished area of town where people of all colors lived in harmony.

Image List for Peter Ortiz

Blue Jay Feather , 2018

paper, color pencil, ink, pastel
42 in x 32 in
austin , tx
Budget: \$5,200

Invitation for one man show at Emma Barrentos Cultural Art Center, Coronado Gallery



Ortiz_P_1.JPG

people migrating for a better place. Inspired by a Blue Jay Feather

dreamers , 2017

ink, pastel, color pencil on paper
31 in x 40 in
austin , tx
Budget: \$4,000

based on the dreamers here in US



Ortiz_P_2.JPG

Dreamers is the story of love ones who choose to cross to a new land and not knowing where they are going or future. The child smiles with glee just thinking it's an adventure and red lines represent an electrical boarder.

empower life , 1992

acrylic on plywood
4 ft x 8 ft
Pasadena , CA
Budget: \$1

street barricades painted by many artist for awareness of aids. this panel was one of many a calabrative of three people. I painted the opening of the roses,



Ortiz_P_3.JPG

this exhibition benifited the All Saints Aids Service Center. this image was made into mugs and book markers to help raise monies

Evita Pirana , 2000

acrylic on canvas

5 ft x 8 ft

Guanojuato , Mx

Budget: \$8,000

Evita Pirana was painted for Day of the Dead is a burial procession of carrying our departed. The fish in the sky is my dead fish which had just died, Evita Pirana my bata fish spirit was the inspiration for this painting, the sunflowers rising to the heavens are a tribute to my departed dear friend who died of Aids and gave me the admiration for this flower.



Ortiz_P_4.JPG

people carrying the dead sunflowers rising to heavens, and the fish is the spirit of my pet.

Immaculata , 2002

Acrylic on Canvas

5 ft x 4 ft

Private Home , Austin , TX

Budget: \$6,500

Immaculata is an interpretation of the Virgin de Guadalupe with a bluebonnet veil.



Ortiz_P_5.JPG

Immaculata is an interpretation of the Virgin de Guadalupe with a bluebonnet veil.



Ortiz_P_6.JPG

Immaculata at the MACC show.

Migration , 1990

acrylic on canvas

5 ft x 12 ft

Austin , TX
Budget: \$35,000

Migration is about peoples sacrifices to get to a better place, the morning glory represents opportunity and hope. The water represents the Colorado River where I crossed the bridge or oceans people cross leaving their homelands, the adults are the foundation of our lives the children hold onto one another brother and sister or people kind, one has collapsed the other holds on the other one is slipping as we hold tight taking care of one another the last child is the sacrifices made along our journey as we reach our new land the drowning child reaches his destiny in the the water shown with the spirit holding the same flower being reached for. The skulls at the the bottom are the generations past who sacrificed to gave to get us to where we are today and the woman in the water is mother earth who kicked the baby out of the parent hand which was destiny.



Ortiz_P_7.JPG

In this painting I am trying to share how generations have traveled a journey to bring us better.

nest , 2018

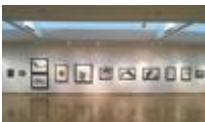
paper, ink pastel
4 ft x 4 ft
austin , Tx
Budget: \$4,500

inspired by birds nest



Ortiz_P_8.JPG

inspired by nature



Ortiz_P_9.JPG

Image of solo show at the MACC

Spanish Moss , 2018

Ink, Pastel, Watercolor on paper
49 in x 36 in
Austin , TX
Budget: \$3,700

ispiered by a found plant



Spanish Moss

Ortiz_P_10.JPG

Peter F Ortiz

1402 Vargas Rd, Austin TX. 78741
512-276-4751
peter@peterfortiz.com

Profile

Peter F. Ortiz born Dec. 20, 1960 was raised in the barrio of Montopolis a section of Austin is a 4th generation Texan. His family consists of his parents, seven brothers and one sister. When very young Frances, Peter's mother recognized and encouraged his talents. This encouragement led him to a life of exploring both two-dimensional and three dimensional art .

Education

1979	High school deploma, A.S. Johnson Highschool
1979-1981	Austin Community Collage
1981-1984	Otis Art Institute of Parsons School of Design

Skills

Artist in painting and sculpture.

Self employed knowledge of design, engineering, general construction and crew supervision.

Gallery and restaurant collaborative curator and art hanger for La Pena Gallery, Austin, TX., Austin Spirit Gallery, Austin, TX. and Las Manitas Restaurant Austin, TX.

1994-2000 field supervisor and office management for family business NACO Swimming Pool Co.

Grey Goose Custom Framing store manager and framer, Los Angeles, CA.

Solo Exhibits

2018	"La Yerba Buena", ESB-Mexican American Cultural Center, Sam Z Coronado Gallery, Austin, TX.
2016	"Hecho En Montopolis", 508 Thrasher Lane, Austin, TX.
2002	"Bold Lines Fine Lines", Austin Sprit Gallery, Austin, TX.
2002-2007	EAST Studio Tour, 1212 & 1204 E. 10th Street, Austin, TX.
2001	"La Semilla Que Quema", La Pena Gallery, Austin, TX.
1998	"Ramona Rosas" Electric Lounge, Austin, TX.
1996	"Migration", El Sol Y La Luna Restaurant, Austin, TX.
1995	"Whispering Winds and Kissing Leaves", Julia C Butridge Gallery-Dougherty Art Center, Austin, TX.
1993	"Lauries Mango", Granite Cafe Restaurant, Austin, TX.
1993	"Pico and Olympic", La Pena Gallery, Austin, TX.
1989	"Black Tie Affair", Stepps Restaurant, Los Angeles, CA.
1988	"Identity", Pinifini Restaurant, Los Angeles, CA.

Group Shows

2019	"Austin Artist Printmaking 2019", La Pena Gallery, Austin, TX.,
2018	"Dia de los Muertos 2018", La Pena Gallery, Austin, TX.
2017	"Luxe" Chimayo Gallery, Los Angeles, CA.
2015	"Nepantla" Homanaje a Gloria Anzaldua, La Pena Gallery, Austin TX.
2015	"Segundo de Febrero", Centro Cultura Atzlan, San Antonio, TX.
2012	"Transformations: Entre Cuerpo", UTSA, San Antonio, TX.

- 2012 "Cultura Y Vida: A Tejano Art Exhibition", Texas A&M University-Kingsville Art at Art Center of Corpus Christi, Corpus Christi, TX.
- 2012 "Queers Presente", Esperanza Center, San Antonio, TX.
- 2009 "Viva La Vida", Mexic-Arte Museum, Austin, TX.
- 2008 "The Seven Names of Tonantzin", La Pena Gallery, Austin, TX.
- 2008 "Hecho De Mano", Guadalupe Cultural Art Center, San Antonio, TX.
- 2008 "Consejo Gráfico-Series Print Project", Mexican American Cultural Center, Austin, TX.
- 2008 "La Salsa De Arte Latino", Back Gallery-MEXIC-Arte Museum, Austin, TX.
- 2007 "Merciful Mother/Homanaje a Nuestra Virgin De Guadalupe", Center for Mexican American Studies- University of Texas, Austin, Tx.
- 2007 "Hecho en Austin", Air Side West Gallery-Austin Bergstrom Intl. Airport, Austin, TX.
- 2007 "100" George Washinton Carver Museum, Austin, TX.
- 2007 "Los Cuarto Ventos", Julia C. Butridge Gallery-Dougherty Art Center, Austin, TX.
- 2005 "La Rasa Cosmica" Gallista Gallery [Project MASA], San Antonio, TX.
- 2004 "Series Print Project", Glass Curtin Gallery Columbia Collage, Chicago, IL.
- 2003 "Series Print Project", [traveled exhibit with Dr. George Rivera] Spain
- 2002 "Sprit of a Woman and Virgin de Guadalupe", Austin Spirit Gallery, Austin, TX.
- 2002 "Grand Opening Austin Spirit Gallery", Austin, TX.
- 1998 "Snapshots, Fluid Dreams-Moments in Life", La Pena Gallery, Austin, TX.
- 1997 "Fresh Ink", Austin Museum of Art, Austin, TX.
- 1997 "Hecho en Tejas", Galleria Otra Ves, Los Angeles, CA.
- 1997 "Series 93-97", Bath House Cultural Art Center, Dallas, TX.
- 1997 "Series 93-97", Narcisco Martinez Cultural Arts Center, San Benito, TX.
- 1996 Center for Cultural Arts, Corpus Christi, TX.
- 1996 "Sierra Blanca and Women's Bodies", La Pena Gallery, Austin, TX.
- 1996 "Art for the People", Galleria Coronado, Austin, TX.
- 1996 "Series 93-95", J. Eric Johnson Central Library Gallery, Dallas, TX.
- 1995 "Artistas del Mundo en Tlaxcala, Mexico", Museo Reginal, Tlaxcala, Mexico
- 1995 "Artistas del Mundo en Tlaxcala, Mexico", La Galeria Municipal, Tlaxcala, Mexico
- 1995 "MIRA NAFTA", Esperanza Peace and Justice Center, San Antonio, TX.
- 1995 "Healthy Communities: Artist Taking the Pulse of the People", J. Wayne Stark Gallery, Texas A&M University, Collage Station, TX.
- 1994 "Artistas en America", Julia C. Butridge Gallery-Dougherty Art Center, Austin, TX.
- 1994 "Series Project 93-94", Attorney General Building, Austin, TX.
- 1994 "Series Project 93-94", Texas Union Gallery at University of Texas, Austin, TX.
- 1994 Group show , Grass Art Building, Austin, TX.
- 1994 "Out on the Edge", Texas Union Gallery at University of Texas, Austin, TX.
- 1993 "Dia De Los Muertos", La Pena Gallery, Austin, TX.
- 1993 "Group Show", Austin Cooperative Gallery, Austin, TX.
- 1993 "Our Lady Of Guadalupe" Granite Cafe Restaurant, Austin, TX.
- 1992 "Windows on Aids", Armory Center for the Arts, Ralph M. Parsons Foundation funding grant, Pasadena, CA.
- 1991 "Imagenes de Esperanza/ Images of Hope", Santa Monica Museum of Art, Santa Monica, CA.
- 1989 "Austin Artist Showcase", TX. Mexican-American Chambers of Commerce, Austin, TX.
- 1980 "Six New Artist", Printers Gallery, Austin, TX.

Projects

- 2000 "Blue Pearl" collaborative in direction of composer Blue Lapis Light Sally Jacques, set engineer and building tiered scaffolding and flanked panels with dance floors at Fiesta Beach, Austin, TX.

1996 "Seeking Shanti-7 Dreams for a Lost Child" Group performance Zachary Scott Theater, Austin, TX.

1995 Roy Lozano Ballet Folklorico, Paramount Theater stage backdrop approximate 20'x40'

1992 "empower Life" collaborative public temporary construction safety street art panels, benefits Aids Service Center, Pasadena, CA.

Other

2/24/2012 Texas A&M-Kingsville sponsor 2 artist workshop at Art Center of Corpus Christi, Corpus Christi, TX.

2012 HGTV Property Brothers, May1-June1 episode artwork exposure.

1995 UNESCO de Artes Plásticas, observer but voted to be Roundtable Chair

Guest speaker A.S. Johnson high school

Articles

10/11/2011 "Peter Ortiz Solo Show at La Pena" Arriba Art & Business News, Austin, TX.

12/01/2000 "2 who take things into their own hands" by Michale Barnes, Austin American Statesman, Austin, TX.

5/10/1996 "New Works", by Cari Marshall, The Austin Chronicle, Austin, TX.

9/14/1994 "Exhibit to unveil silk-screen print" by Belinda Acosta, Austin American Statesman, Austin, TX.

10/7/1994 "Artist in America", Arriba Art & Business News, Austin, TX.

9/16/1994 "Leadership Conference Includes Exhibition of Prints From Austin Latino Serigraphy Series, Arriba Art & Business News, Austin, TX.

12/3/1993 "Exhibit opens windows on AIDS crisis" by Sapna Kumar, Star-News Pasadena, CA.

7/16/1993 "Emotion and Timelessness Characterize Ortiz's Artwork" by Jose Barrera, Arriba Art & Business News, Austin, TX.

9/10/1993 La Prensa

8/7/1993 "Colorful Vision" by Belinda Acosta, Austin American Statesmen-Time Out, Austin, TX.

7/30/1993 "Local Chicano artist Peter Ortiz path leads home" by Corina Munoz-Miller, La Prensa, Austin, TX.

Peter Ortiz

1402 Vargas Rd
Austin, TX 78741
5122764751
5123892215

peter@peterfortiz.com
peterfortiz.com

References

cynthia Perez
La Pena

512 477 6007

Herlinda Zamora
Cultural & Arts Education Manager
Mexican American Cultural Art Center
600 River Place
Austin , Tx
512 974 3772

Sally Jacque
Blue Lapis Light

512 736 9700

Statement of Agreement by Peter Ortiz

Demographic Survey

☒ I have completed the questionnaire (Required)

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
Montopolis Recreation and Community Center
Art in Public Places Project
1200 Montopolis Drive, Austin, TX 78721

Please waive the following fees for Peter Ortiz, **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.

Peter Ortiz 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

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.

Exhibit F
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):
Phone:
Email:
Title of Project/Title of
Work:
AIPP Project Manager:
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

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 complaint, 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 filing. 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 20 day of June 2019

CONTRACTOR
Authorized
Signature



Title



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:

Peter Ortiz

Signature of Officer or
Authorized
Representative:

Date:

June 10, 2019

Printed Name:

Peter Ortiz

Title

Arti's