



# CONTRACT FOR THE DESIGN OF PUBLIC ARTWORK

BETWEEN THE

**CITY OF AUSTIN**

AND

**SAMSON BARBOZA**

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 Samson Barboza (“Artist”), located at 1419 Ridgmont drive Austin, TX 78723.

## **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 Samson Barboza.
- (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 Parque Zaragoza, owned, operated, or controlled by the Sponsoring Department and located at 2608 Gonzales St, Austin, TX 78702.
- (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 ends either December 31, 2025 or 30 days following the completion of all obligations of

this Contract by both parties, whichever is later, 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 of the Artwork.
  - (6) A current Schedule.
  - (7) Any relevant information requested by the City prior to the Mid-Design Review, including but not limited to any requested information concerning the longevity and durability of the Artwork.
- (e) Within 60 days after the Mid-Design Review set out in Subsection (d), above, the Artist shall prepare and submit the Final Design to the City for a Final Design review and approval by the AIPP Panel. The Artist shall attend the Final Design review, unless otherwise excused by the Contract Administrator. In conjunction with the Final Design review, the Artist shall submit to the City, at a minimum, the following:
  - (1) A description of the results of the Community Engagement Plan, and how they are incorporated into the Final Design.
  - (2) Renderings for all elements of the Artwork that show their form, color, texture, size and placement in relation to the Site.

- (3) Working drawings detailing all elements of the Artwork and the means of installing the Artwork at the Site, together with the Design Sketches and any other graphic material requested by the City in order to allow the City to carry out a structural design review of the Artwork and to certify compliance of the Artwork with applicable statutes and ordinances. The drawings submitted by the Artist must bear an engineer's or architect's seal, unless the City grants the Artist permission to submit sealed drawings after the Final Design Review is complete. The engineer or architect of record must provide to the City proof of the required Professional Liability Insurance required for this Artwork as set out in Exhibit E.
- (4) A comprehensive written narrative describing the Final Design, including information about concept and imagery, types and quantities of all materials to be incorporated into the Artwork, and how the Final Design meets the goals outlined in Exhibit B.
- (5) A completed conservation report verifying that the Artist has provided a completed Conservation Review Form, attached as Exhibit F, to the City's arts conservator and has consulted with the City's arts conservator to assess the materials and maintenance requirements of the Artwork, resulting in a conservation report provided by the arts conservator to address potential conservation issues or concerns. The Artist shall submit a report and any resolution to the Final Design resulting from the art conservator's comments in the report.
- (6) Samples of all materials proposed by the Artist to be used in the Artwork. On request by the City, the Artist shall provide the proposed quantities, manufacturer specifications, warranties, materials safety data sheets, and other requested information about the proposed materials.
- (7) A written maintenance plan that includes, but is not limited to, all technical information about the materials, the strength, durability, 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 5.5, 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 \$15,000.

**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 – 15% 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 50% complete.
- Milestone 4 – 35% 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.

**3.5. Living Wage Requirement**

The City’s Living Wage Program, Rule R161-17.14, is located at: <http://www.austinTexas.gov/edims/document.cfm?id=277854>. The minimum wage required for all Artist Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$20.00 per hour, unless Published Wage Rates were included in the Solicitation. The Artist shall maintain throughout the term of this Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act. The Artist shall provide to the City, upon request, individual Employee Certifications for all Artist Employees (and all tiers of Subcontracting) directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each Artist Employee (and all tiers of Subcontracting) directly assigned to the Contract. The Employee Certification form is available on-line at [https://www.austinTexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austinTexas.gov/financeonline/vendor_connection/index.cfm).

**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 90 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  
Director  
Economic Development Dept.  
City of Austin  
PO Box 1088  
Austin TX 78767

The Artist  
Samson Barboza  
1419 Ridgemont drive  
Austin, TX 78723

with copies to:

Constance White  
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.

**5.10. Non-Suspension or Debarment Certification**

The City 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 contracts. The Artist certifies that it and its principals are not currently suspended or debarred from bidding on any Federal, State, or City contracts. The Artist also certifies that it will notify the City in writing if it becomes suspended or debarred from any Federal, State, or City contracts during the term of this Contract.

**Article 6. Terms and Conditions**

**6.1. Equal Opportunity**

- (a) Neither the Artist, nor any agent of the Artist, shall engage in any discriminatory employment practice defined in Chapter 5-4 of the Austin City Code.
- (b) The Artist agrees:
  - (1) 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 chapter 5-4 Austin City Code, 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;

- (2) to post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of Chapter 5-4 Austin City Code;
  - (3) 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;
  - (4) to obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which the union or organization has agreed not to engage in any discriminatory employment practices and to take affirmative action to implement the policies and provisions of Chapter 5-4 Austin City Code;
  - (5) to cooperate fully with the 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 practice is being carried out; and
  - (6) 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 Chapter 5-4 Austin City Code that they not engage in any discriminatory employment practice.
- (c) As an Equal Employment Opportunity (EEO) employer, the Artist will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations. The Artist 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 requirement 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.

- (d) The Artist 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.
- (e) The Artist agrees that to the extent of any inconsistency, omission, or conflict with its current nondiscrimination and non-retaliation employment policy, the Artist 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 Artist'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 Artist's policy to the extent of any conflict.
- (f) The Artist 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.
- (g) The Artist agrees that this Section and the Artist's separate conforming policy will remain in force and effect for the term of this Contract.

**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. Texas Public Information Act**

- (a) All material submitted by the Artist to the City related to the Contract may become subject to public disclosure upon receipt by

the City. Any portions of such material claimed by the Artist to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

- (b) In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, the Artist agrees to:
- (1) Preserve all information related to the Contract as provided by the records retention requirements in Section 6.2, Right to Audit;
  - (2) Promptly provide to the City any information related to the Contract that is in the custody or possession of the Artist on request of the City; and
  - (3) On completion of the Contract, either:
    - Provide at no cost to the City all information related to the Contract that is in the custody or possession of the Artist; or
    - Preserve the information related to the Contract as required by Section 6.2, Right to Audit.

#### **6.4. 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.

**6.5. 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.

**6.6. Assignment**

The Contract shall be binding upon and ensure to the benefit of the City and the Artist and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Artist without the prior written consent of the City. Any attempted assignment or delegation by the Artist shall be void unless made in conformity with this Section. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

**6.7. 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.

**6.8. 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.

**6.9. 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.

**6.10. 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.

**6.11. 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.

**6.12. Mandatory Anti-Israel Boycott**

(a) Pursuant to §2270.002, Texas Government Code, the City is prohibited from entering a contract 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.

- (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.

**6.13. Mandatory Anti-Discrimination Against the Firearm and Ammunition Industries Verification**

- (a) Pursuant to Texas Government Code Chapter 2274, the City is prohibited from contracting with any "company" that has 10 or more full-time employees for the purchase of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- (b) If Artist qualifies as a "company" under this provision, then the Artist verifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate, during the term of this Contract, against a firearm entity or firearm trade association.

**6.14. Mandatory Anti-Boycott Energy Companies Verification**

- (a) Pursuant to Texas Government Code Chapter 2274, the City is prohibited from contracting with any "company" that boycotts energy companies. For purposes of this provision, a "company" is a for-profit 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. A sole proprietorship is not a company for purposes of this provision.
- (b) If the Artist qualifies as a "company" under this provision, then the Artist verifies that it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of the Contract.

**6.15. 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.

**6.16. 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.


**6.17. 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

ARTIST

SIGN:   
SYLNOVIA HOLT-RABB  
DIRECTOR  
ECONOMIC DEVELOPMENT DEPARTMENT

SIGN:   
SAMSON BARBOZA  
ARTIST

DATE: January 4, 2023

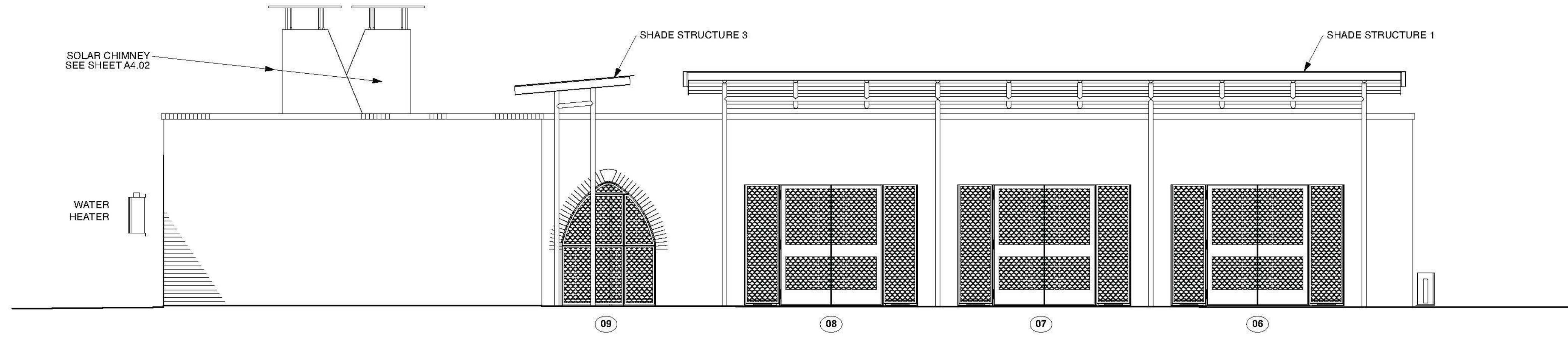
DATE: 10.25.22

APPROVED AS TO FORM:

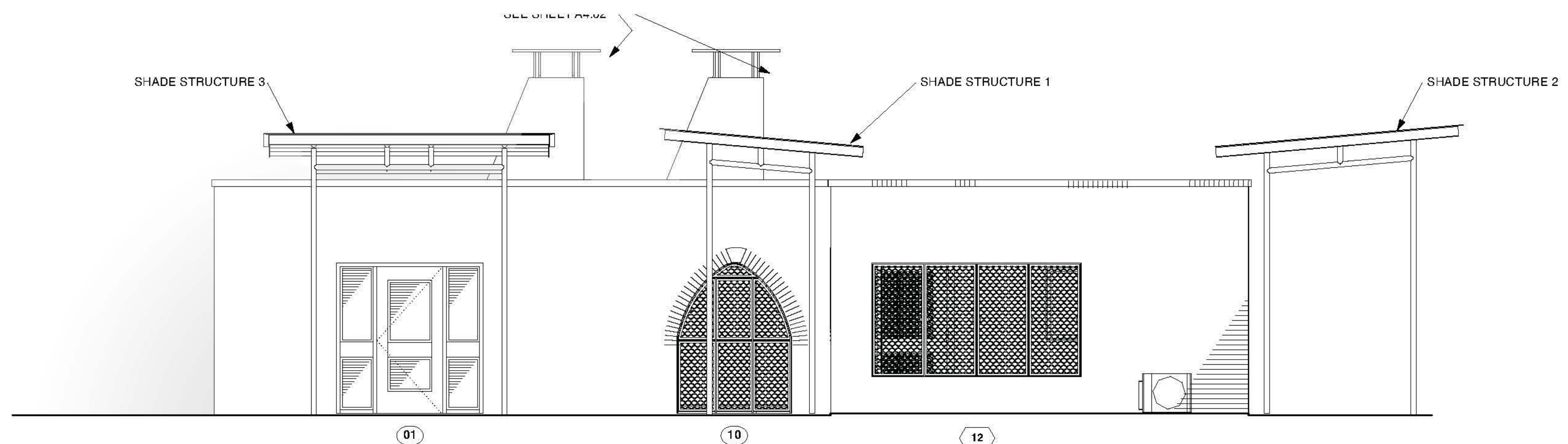
  
\_\_\_\_\_  
Assistant City Attorney



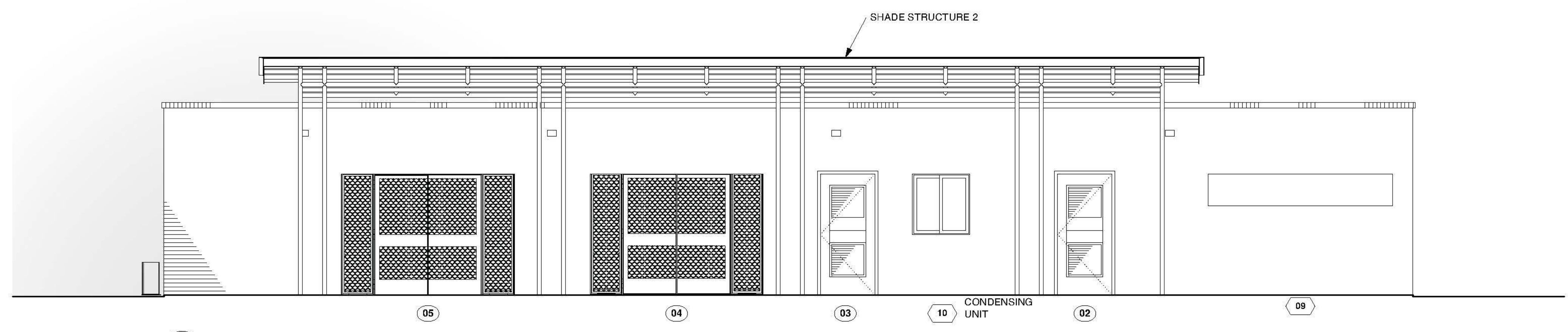
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 Time: 7:08:22 PM  
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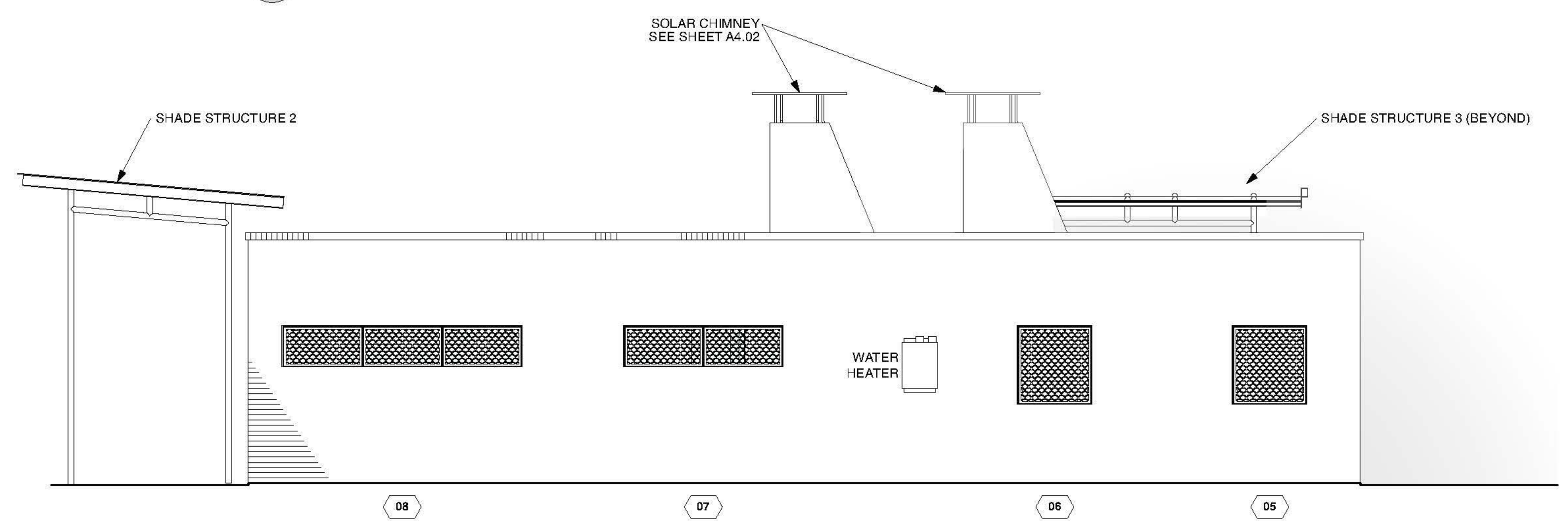
1 WEST ELEVATION  
 Scale: 1/4" = 1'-0"



2 NORTH ELEVATION  
 Scale: 1/4" = 1'-0"



3 EAST ELEVATION  
 Scale: 1/4" = 1'-0"



4 SOUTH ELEVATION  
 Scale: 1/4" = 1'-0"



EXAMPLES OF DECORATIVE SCREEN INFILL

LIMBACHER & GODFREY  
 ARCHITECTS  
 2124 East 8th Street, #102 Austin, Texas 78702  
 512.450.1518

PRELIMINARY  
 Not for regulatory approval,  
 permitting or construction.  
 ALFRED GODFREY,  
 ARCHITECT  
 March 28, 2022

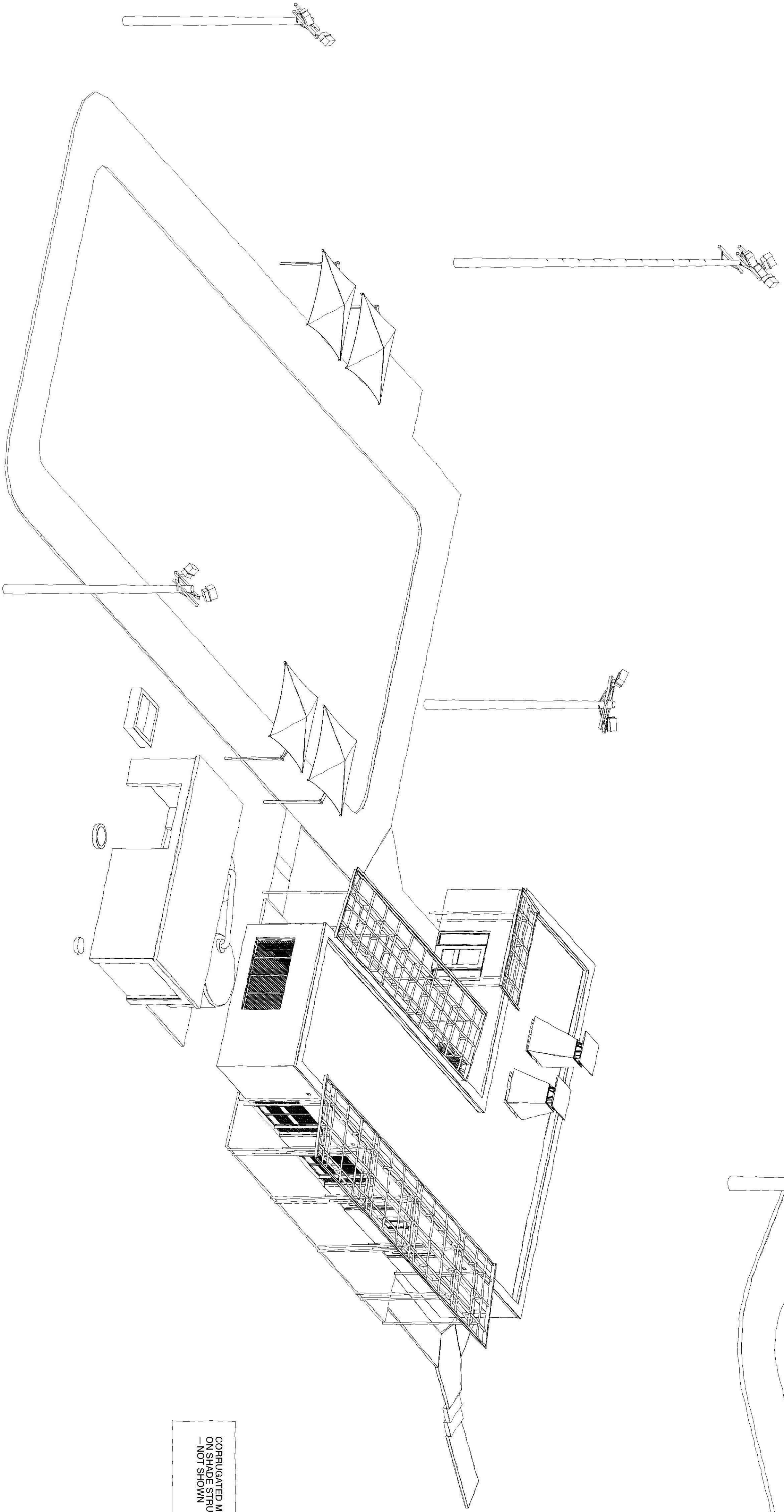
PARQUE ZARAGOZA NEIGHBORHOOD PARK  
 RESTROOM RENOVATION  
 741 Pedernales Street  
 AUSTIN, TEXAS 78702

DESIGN  
 DEVELOPMENT  
 DATE: MARCH 28, 2022  
 REVISIONS:

EXTERIOR  
 ELEVATIONS

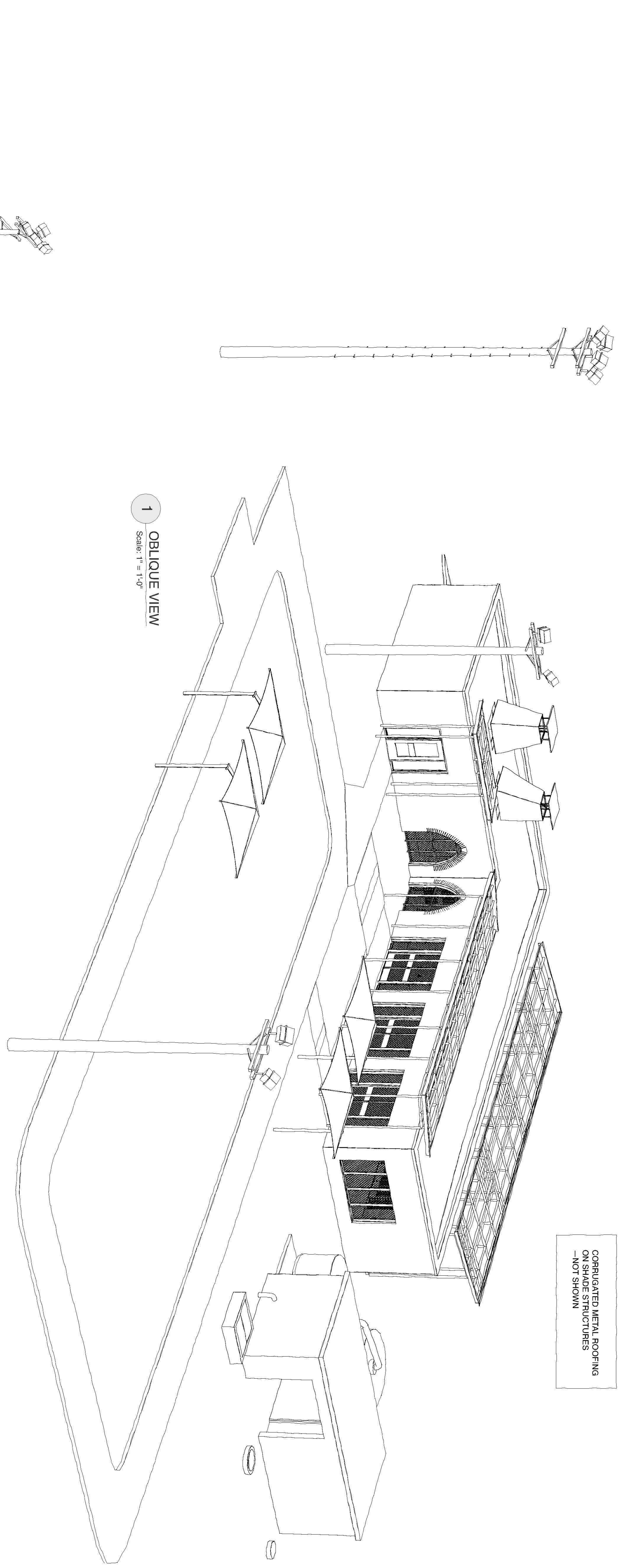
A2.01





2 OBLIQUE VIEW  
 Scale: 1/8" = 1'-0"

CORRUGATED METAL ROOFING  
 ON SHADE STRUCTURES  
 -NOT SHOWN



1 OBLIQUE VIEW  
 Scale: 1" = 1'-0"

CORRUGATED METAL ROOFING  
 ON SHADE STRUCTURES  
 -NOT SHOWN



## PROCESS SUMMARY

Parque Zaragoza Bathhouse  
ART IN PUBLIC PLACES PROJECT

**Background:** The City of Austin Art in Public Places (AIPP) program of the Cultural Arts Division, Economic Development Department seeks to commission one artist for a design only project for the Parque Zaragoza Bathhouse, 2608 Gonzales St, Austin, TX, Parque Zaragoza (Council District 3). The project is sponsored by the Parks and Recreation Department (PARD). Planned facility renovations funded by 2018 Bonds include improvements to the following: interior of the existing bathhouse; the existing gender-specific restrooms; designated entry area; and lifeguard office space. Additionally, the interior recreation space will be improved to allow open airflow through large windows during swim season as well as other functional additions will be added to meet ADA requirements.

**AIPP Project Description:** The selected artist will be tasked to work collaboratively with PARD to design two elements that will function as porous barriers. The final design will be informed by project goals established through community engagement. The final artwork project will be fabricated by PARD contractors as fixed-in-place metal screens installed within existing archways on the Parque Zaragoza Bathhouse.

**Budget:** \$15,000

Due to the budget size, the project opportunity is limited to design only.

**Artist Selection Process:** Following AIPP Ordinance (No. 861009-A) and Guidelines: Para VI. Section F. The AIPP Panel shall, with the assistance of the AIPP Program Manager determine the method of artist selection to be used for each project. In this case: (c.) *Direct selection of an Artist(s). An artist is invited to participate in the project and may be asked to develop a proposal for the project.*

Using the local Pre-Qualified Artist Pool currently representing 163 artists, 63 met the initial evaluation criteria. After further review by AIPP staff, with support from PARD, four artists were shortlisted. Samson Barboza was recommended on the strength of his successful TEMPO 2D project, experience working at a similar budget scale, and aptitude for community engagement.

**Evaluation Criteria:** Artistic merit and technical expertise; with experience in artwork that highlights identity; experience designing digital art; demonstrate ability to successfully execute public art projects, of a similar scope, on time and on budget. Artists who currently live or work in council districts one or three were given further consideration.

**Recommendation:** Approve Direct selection of an Artist as the process for awarding the Parque Zaragoza Public Art Project commission to Samson Barboza.

**Artist Bio:** Samson Barboza has a strong background in graphic design and fine art. In 2000, he graduated from Austin Community College with an associate degree in applied architectural science. Since then, he has worked with a diverse list of clients, Disney, ESPN, X-Games, VANS, AT&T, USTA, and many local brands. Barboza has proven his ability to make large scale works and design professional quality illustrations and digital renderings. In 2019, he completed an AIPP TEMPO project, which gives us even more confidence that he will excel on this commission.



# SAMSON BARBOZA

512-905-0581 sambarboza@yahoo.com P.O.Box 7483, Round Rock, TX, 78683 Instagram: samsonbarbozadesign

## Profile

Artist with several years documented success in planning and designing production of artistic murals and graphic design.

## Skills

- Develop concepts / themes for large scale murals on exterior and interior walls.
- Held meetings with clients to discuss mural and concept design.
- Researched stakeholders interest and incorporated derived values in a professional artistic design
- Established pricing and contract negotiation.
- Planned paint supply expenses and adjusted to meet clients budget.
- Proposed ideas and worked with clients to design the best image for location.
- Created digital sketches to be approved by clients.
- Created layout, sketch, and finalized mural design.
- Established project schedules and met all project deadlines.
- Managed use and delivery of scissor lifts and scaffolding.
- Presented mural design to investors.

## Murals

- VOW (2018) - 250 sq. ft.
- Freedom Ortho (2018) - 200 sq. ft.
- Spin (2018) - Exterior 8000 sq. ft  
Interior 1500 sq. ft.
- John's Gym (2017) - 500 sq. ft.
- King Florist - (2017) - 100 sq. ft.
- Burnet Flats (2017) - 4000 sq. ft.
- Hope (2018 - 2015) - Multiple murals ranging from 50sq. ft. to 1000 sq. ft.
- SXSW (2016) - 150 sq.ft.
- True Food (2016) - 150 sq. ft.
- Blue Bonnet Studios (2016) - 150 sq. ft.
- SXSW (2015) - 150 sq.ft.
- ACL (2014) - 150 sq.ft.

## Exhibitions

- Hope Domain Group Exhibition - 2016
- "Texas" Group Exhibition, Spratx - 2016
- Vans "Screaming Hands" - 2016
- Big Canvas Group Exhibition - 2015
- La Pena art gallery - 2014

## Education

- Austin Community College - Architectural Engineering (2000)
- South Plain College - Architectural Engineering ( 1999)

**Short Answer Question 1 / Respuesta corta a la Pregunta 1**

My work for the past 15 years has used revealing aspects of history, which have had a profound impact on culture today. In the current climate, I find myself continually returning to aspects that are hidden or misrepresented. In my varied and diverse approaches to making art, installations, public, and web projects, the context of my work has an impact on the relationship to the viewer. My work ranges from the context of the street to galleries. The work takes on various forms intended to draw the viewer and witness, create new cycles of thought, and challenge one's perceptions, perspectives and assumptions.

**Short Answer Question 2 / Respuesta corta a la Pregunta 2**

Over the past years public art has been an immense feature in my growth as a artist. I have had the privilege to produce dozens of large scale murals in the Central Texas Region, and believe the primary motivation is to enhance public places and create destinations where people may walk and gather. Studies show that public art serves as a strong economic force, attracting businesses, and qualified workforces. I take all factors into consideration and make it a priority for the community, neighborhoods, and infrastructure of all public works.

**Short Answer Question 3 / Respuesta corta a la Pregunta 3**

My practice will often represent, positive aspects of the community. When approaching concepts in my design I explore line, space, shape, form, value, color and an idea that is used to capture and convey the mood of the environment regardless of scale or materials.

**Short Answer Question 4 / Respuesta corta a la Pregunta 4**

I believe community engagement plays a crucial role in my art today. The process of public participation and involvement promotes relationship building through learning, action, and expression of needs and values. As an artist who primarily produces large scale murals, I have learned it's extremely important that you are receptive to feedback, genuine in acknowledging others' viewpoints, and have a strong commitment to making participation and development of relationships as easy as possible.





Hello









