

AGREEMENT FOR COMMISSION OF PUBLIC ART WORK

AGREEMENT BETWEEN THE CITY OF AUSTIN AND DAMIAN PRIOUR

This Agreement, entered into this 14TH day of MARCH, 1995, by and between the City of Austin, a municipal corporation, located in Travis County, Texas, (the "City") acting by and through its duly authorized City Manager or his designee and DAMIAN PRIOUR (the "Artist"), residing at 17120 Hamilton Pool Road, Austin, TX, 78738.

WHEREAS, the City is implementing the Art in Public Places Program pursuant to Ordinance No. 850926-0, as amended (the "Ordinance"), by appropriating certain funds for the establishment of art works 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; and,

WHEREAS, the Public Art Fund for the AUSTIN CONVENTION CENTER DEPARTMENT and its AUSTIN CONVENTION CENTER Facility (the "City Facility") has been allocated for the selection, purchase, and placement of a work of art at, in, or near said City Facility; and,

WHEREAS, the Artist was selected by the City through the Art in Public Places Program Guidelines (the "Guidelines") duly adopted through the Ordinance, as amended, and the Austin Arts Commission to design, execute, fabricate and install a three - dimensional work of art more particularly described as a blown glass, limestone, and found object sculptural installation (the "Work") in the designated public space located in, at, or near said City Facility, more particularly as the interior of the Rotunda in the Austin Convention Center, 500 East Cesar Chavez Street, Austin, TX, 78701, described in Exhibit "A" hereto (the "Site"); and,

WHEREAS, the City and the Artist wish to set out the terms and conditions under which said Work shall be designed, executed, fabricated and installed in order to promote the integrity of the Artist's ideas and statements as represented by the Work;

NOW, THEREFORE, the City and Artist for and in consideration of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
SCOPE OF SERVICES

1.1. General.

- a. The Artist shall perform all services and furnish all supplies, materials, and equipment as necessary for the design, execution, fabrication, transportation and installation of the Work at the Site.
- b. The Artist shall determine the artistic expression, scope, design, color, size, material, texture, and location on Site of the Work, subject to review and acceptance by the City as set forth in this Agreement.
- c. The Artist shall recruit homeless individuals to collect found objects for the Work through a local not-for-profit corporation that serves the homeless population of Austin.
- d. The Artist shall install the Work on dates and at times mutually agreed upon by the Artist and the Austin Convention Center Department.

1.2. Proposal.

- a. City and Artist acknowledge the Artist's Proposal attached hereto as Exhibit "B" has been reviewed and approved by the Art in Public Places Panel and the Austin Arts Commission and approved by the Austin City Council as the basis for executing this Contract with the Artist.
- b. City and Artist agree that FORTY-NINE THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$49,945), shall be full compensation to Artist for the completion of the Work as proposed, inclusive of design, execution, fabrication, transportation, installation, incidental costs and Artist's fees.

1.3. Structural Design Review.

a. Within forty-five (45) days after the execution of this Agreement, the Artist shall prepare and submit to the City detailed working drawings detailing the means of attaching the Work to the site, together with such other graphic material as may reasonably be requested by the City in order to permit the City to carry out structural design review and to certify compliance of the Work with applicable statutes and ordinances. These drawings must have an Engineer's or Architect's seal on work as required by the City. Upon request by the Artist, the City, the City Facility architect, engineer and/or project manager shall promptly furnish all information, materials, and assistance required by the Artist in connection with said submission to the extent such materials are available. The City, upon request, shall also provide correct scaled drawings of the site, if available.

b. The City may require the Artist to make such revision to the Proposal as are necessary for the Work to comply with applicable statutes, ordinances or regulations of any governmental regulatory agency having jurisdiction over the City Facility for reasons of safety and security.

c. The City may also request revisions to the Proposal for other practical, non-aesthetic, reasons.

d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist cost of or time required for, performance of any services under this Agreement as a result of revisions made under this Section 1.3. Any claim of the Artist for adjustment under this paragraph must be asserted in writing within thirty (30) days after the date of the revision by the Artist.

e. Within thirty (30) days of its receipt of the Artist's submission pursuant to this Section 1.3, the City shall notify the Artist of its approval, or disapproval, of such submission and of all revision made in the Proposal as a result thereof. Revisions made pursuant to this Section 1.3 approved by the City became part of the Proposal.

f. If the aforementioned submission or any required revision are disapproved by the City, the Artist shall have fifteen (15) days to resubmit the materials in conformance with the City's requirement.

If resubmitted materials are not approved by the City at this point, this contract may be terminated at the City's option, with payment of up to 20% of the total project fee.

1.4. Execution of the Work.

a. After written approval of the submission and revision made pursuant to Section 1.3, the Artist shall promptly furnish to the City a tentative schedule for completion of fabrication and installation of the Work, including a schedule for the submission of progress reports, if any. After written approval of the schedule by the City, the Artist shall fabricate, transport and install the Work in accordance with such schedule. Schedule changes may be accomplished by written agreement between the Artist and the City.

b. The City shall have the right to review the Work at reasonable times during its fabrication. The Artist shall submit to the City progress reports in accordance with the schedule provided for in Paragraph a. of this Section.

c. The Artist shall complete the fabrication and installation of the Work in substantial conformity with the Proposal, as detailed and revised under Section 1.2 hereof; provided, however, the Artist may present to the Art in Public Places Panel, and the Austin Arts Commission, in writing for further review and approval, any significant changes in the scope, design, color, size, material, or texture of the Work not permitted by or not in substantial conformity with the Proposal, as detailed and revised under Section 1.2 hereof. A significant change shall be determined by the Art in Public Places Panel and the Art in Public Places Coordinator in light of the concept and cost of the Work as represented in the Proposal.

3.4. Time Extensions; Force Majeure.

The City or the Artist, as appropriate, shall grant a reasonable extension of time to the other party in the event that there is a delay on the part of the City or Artist in performing its obligation under this Agreement or if conditions beyond the parties' control or Acts of God, flood, riot, civil insurrection, labor strikes, or orders of local or federal government render timely performance of the parties' services impossible or unexpectedly burdensome. The party suffering the impossibility or burdensome conditions must inform the other in writing within the ten (10) days of the onset of such performance delay, specifying the reasons therefore. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control shall not be considered a breach of this Agreement; provided, however, that such obligations shall be suspended only for the duration of such conditions. Nothing therein shall create an obligation on the party suffering from labor difficulties to negotiate or otherwise settle the matters giving rise to the labor difficulties in any particular time frame.

ARTICLE 4 WARRANTIES

4.1. Warranties of Title.

The Artist represents and warrants that:

- a. The Work is solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright;
- c. The Work, or a duplicate thereof, has not been accepted for sale elsewhere; and,
- d. The Work is free and clear of any liens from any source whatever.

4.2. Warranties of Quality and Conditions.

The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Proposal pursuant to Section 1.2, that:

- a. The execution and fabrication of the Work will be performed in a workmanlike manner;
- b. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work;
- c. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the final maintenance recommendations to the submitted by the Artist to the City under Section 1.5.

The warranties described in this Section 4.2 shall survive for a period of one (1) year after final acceptance of the Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards, including but not limited to, cure by means of repair or refabrication of the Work, or any portion thereof.

ARTICLE 5 INSURANCE

5.1. General.

- a. The Artist shall carry any required statutory Workers' Compensation Insurance, Employers' Liability Insurance in the amount of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000). The Artist shall also carry General Liability Insurance in the amount of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) with the City named as an additional insured with respect to this coverage to insure against loss or damage to the Work during fabrication and installation. A certificate of Insurance shall be filed with the

Contract Administrator prior to commencement of fabrication of the Work.
See Section 1.9.

The certificate of insurance for the General Liability coverage required herein shall provide that the coverage shall not be cancelled or reduced, restricted, or limited until thirty (30) days after the City has received written notice by return receipt of registered or certified mail.

Except as provided in Section 1.8 hereof, the risk of damage to or loss of the Work during fabrication and installation, but prior to final acceptance by the City, shall be solely that of Artist. This risk shall transfer to the City and shall no longer be the responsibility of the Artist upon final acceptance of the Work.

5.2. Performance Bonds.

The Artist shall not be required by the City of post any performance bonds or similar undertakings, and any requirement of any other authority for performance bonds shall be the responsibility of the City.

ARTICLE 6
REPRODUCTION RIGHTS

6.1. General.

The Artist retains all reproduction rights under the Copyright Act of 1975, 17 U.S.C. §§ 101 et. seq., and all other rights in and to the Work except as such rights are limited by this Section 6. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate, three-dimensional reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the prior written permission of the City. The Artist grants to the City and it assigns an irrevocable license to make two-dimensional reproductions of the Work for any municipal purpose, including but not limited to reproductions used in advertising, brochures, stationery, media publicity, and catalogues or other similar publications.

6.2. Notice.

All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: "© Artist's name, date of completion."

6.3. Credit to City.

The Artist shall use his best efforts to give a credit reading substantially, "an original Work owned and commissioned by the City of Austin" in any public showing of reproductions of the Work which are under the Artist's control.

ARTICLE 7
ARTIST'S RIGHTS

7.1. Identification.

The City shall, at its expense, prepare and install at the Site, pursuant to the written instructions and subsequent approval of the Artist, which approval shall not be unreasonably withheld, a plaque identifying the Artist, the title of the Work, and the year of completion. The City shall maintain the notice in good repair against the ravages of time, vandalism, and the elements.

7.2. Maintenance.

The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City shall reasonably assure that the Work is properly maintained and protected, taking into account the maintenance instructions provided by Artist in accordance with Section 1.5, and shall reasonably protect and maintain the Work against the ravages of time, vandalism, and the elements.

7.3. Repairs and Restoration.

- a. As provided in the Guidelines, the City shall have the right to determine, when and if repairs and restorations to the Work will be made. During the Artist's lifetime and to the extent practicable, the City shall give the Artist the right to approve all repairs and restorations; provided, however, the Artist shall not unreasonably withhold approval for any repair or restoration of the Work. If the Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practicable, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant

repairs and restorations and shall be paid a reasonable fee for any such services, provided that the City and the Artist shall agree in writing, prior to commencement of any significant repairs and restorations, upon the Artist's fee for such services. If an agreement as to a reasonable fee cannot be reached between the parties, it shall be determined as provided in the Guidelines. Should the Artist fail to agree to make or supervise the repairs and restorations, the City shall have the right to solicit bids and award contracts for the services to other qualified professionals.

b. All repairs and restorations shall be made in accordance with recognized principles of conservation.

c. When emergency repairs are necessary in order to prevent the loss of or further damage to the Work, such repairs shall be undertaken or arranged by City without advance notice to Artist, and such repairs shall not be deemed to constitute artistic alteration.

7.4. Alteration of the Work or of the Site.

a. The City agrees that it will not intentionally destroy, damage, alter, modify or change the Work without the prior written approval of the Artist, which approval shall not be unreasonably withheld.

b. The City shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Work and shall consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Work.

c. In the event the Work is substantially damaged or artistically altered in a substantial manner, City shall no longer represent the Work to be the Work of Artist if Artist gives written notice to the City that it is the position of the Artist to deny authorship on the ground stated in this paragraph.

d. Nothing in this Section 7.4 shall preclude any right of the City of move the Work or remove it from public display.

If the City shall at any time decide to dispose of the Work by means other than sale or trade, it shall by notice to the Artist offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction.

7.5. Permanent Record.

The City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Work.

7.6. Artist's Address.

The Artist shall notify the City of changes in this address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce these provisions of Article 7 that require the express approval of the Artist. Notwithstanding this provision, the City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist's rights.

7.7. Surviving Covenants.

The covenants and obligations set forth in this Article 7 shall not survive the death or legal incapacity of the Artist.

7.8. Additional Rights and Remedies.

Nothing contained in this Article 7 shall be construed as a limitation on such other rights and remedies available to the Artist under the law which may now or in the future be applicable.

ARTICLE 8

ARTIST AS AN INDEPENDENT CONTRACTOR

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over an employee or official of the City.

ARTICLE 9
SUBCONTRACTING

The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense, provided that said subcontracting shall not affect the design, appearance or visual quality of the Work and shall be carried out under the personal supervision of the Artist.

ARTICLE 10
TERMINATION

10.1. Gratuities.

The City may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Artist or any agent or representative to any City official or employee with a view toward securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to this performance of this Agreement. In the event this Agreement is cancelled by the City, pursuant to this Section 10.1, the City shall be entitled, in addition to any other rights and remedies, to recover from the Artist a sum equal in amount to the cost incurred by the Artist in providing such gratuities.

10.2. Termination for Cause.

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of the intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted for prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Work shall pass to the City, and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damaged sustained by the City by virtue of any breach of this Agreement by the

Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damaged due the City from the Artist is determined.

10.3. Termination for Convenience.

a. The services to be performed under this Agreement may be terminated by either party, subject to written notice submitted thirty (30) days before termination, provided that attempts to reconcile the reason for termination have been undertaken but failed. The notice shall specify whether the termination is for convenience or cause.

b. If the termination is for the convenience of the City, the Artist shall have the right to an equitable adjustment in the fee (without allowance for anticipated profit on unperformed services), in which event the City shall have the right at its discretion to possession and transfer of title to the sketches, designs and models already prepared and submitted or presented for submission to the City by the Artist under this Agreement prior to the date of termination, provided that no right to fabricate or execute the Work shall pass to the City.

c. If termination is for the convenience of the Artist, the Artist shall remit to the City a sum equal to all payments (if any) made to the Artist pursuant to this Agreement prior to termination.

10.4. Survival of Agreement.

This Agreement shall not survive the death, physical or legal incapacity of Artist.

ARTICLE 11
CONTRACT ADMINISTRATOR

The Contract Administrator for this Agreement shall be the Art in Public Places Coordinator and the Director of the Austin Parks and Recreation Department. Whenever this Agreement requires any notice to be given to or by the City, or any determination or action to be made by the City, the Art in Public Places Coordinator and the Director of the Austin Parks and Recreation Department shall represent and act for the City after receiving the proper authority from the Austin Arts Commission, City Council and City Manager, as appropriate.

ARTICLE 12
EQUAL OPPORTUNITY

a. The Artist shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Artist shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, sex and national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or pay or other forms of compensations, and selection for training, including apprenticeship. The Artist agree to post in conspicuous places, available to employees and applications for employment, notices to be provided by the City setting forth the provision of this nondiscrimination clause.

b. The Artist shall in all solicitation or advertisements for employment placed on or on behalf of the Artist, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Artist shall furnish all information and reports requested by the City of Austin, and shall permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with such rules and regulations.

d. In the event of the Artist's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be cancelled, terminated, or suspended in whole or in part, and the Artist may be debarred from further agreements with the City of Austin.

ARTICLE 13
MISCELLANEOUS

13.1. Compliance.

The Artists shall be required to comply with Federal, State and City statutes, ordinances and regulations application to the performance of the Artist services under this Agreement.

13.2. Entire Agreement.

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

13.3. Amendments.

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

13.4. Waiver.

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

13.5. Governing Law and Venue.

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any litigation arising from this Agreement shall be in Austin, Travis County, Texas.

13.6. Heirs and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the City and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

ARTICLE 14

NOTICES

All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1. CITY OF AUSTIN: Director, Austin Parks and Recreation Department
City of Austin
P. O. Box 1088
Austin, TX 78767

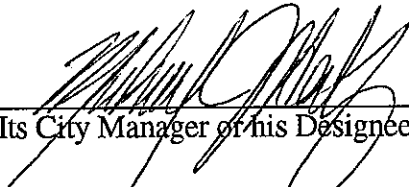
Copies to: Art in Public Places Coordinator
Austin Parks and Recreation Department
City of Austin
P. O. Box 1088
Austin, TX 78767

City Attorney's Office
P. O. Box 1088
Austin, TX 78767
ATTN: Art in Public Places Attorney


2. ARTIST Damian Priour
17120 Hamilton Pool Road
Austin, TX 78738

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this day and year first written above.

CITY OF AUSTIN

By: 
Its City Manager or his Designee
MICHAEL J. HEITZ
Printed Name

ARTIST


DAMIAN PRIOUR
Printed Name

APPROVED AS TO FORM:

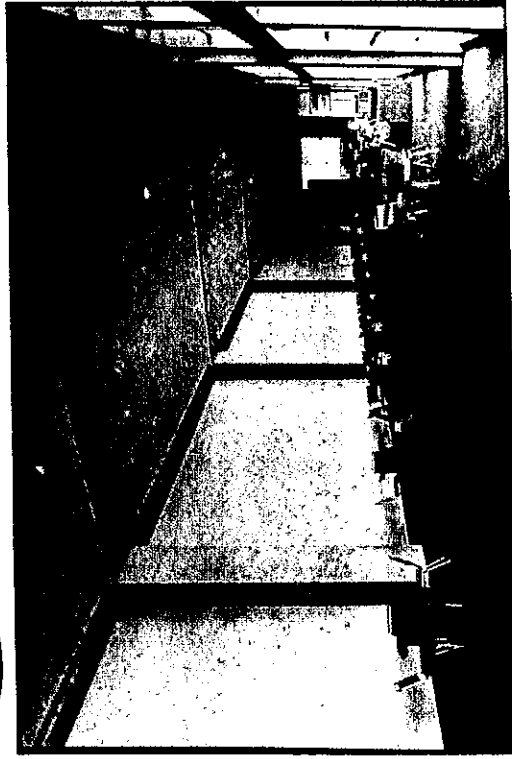

Assistant City Attorney

Public Places Commissions

C

Site C - Four-Part Wall (interior)

An open corridor on Level 3 between the Water Room and the Austin Suite has a long white sheetrock wall punctuated by 3 rectilinear concrete pillasters. The opposite wall is composed of glass windows and doors, which open out to the Terrace. This carpeted space is used as a break or reception area.



Room Dimensions: 18' (height) x 117' (length) x 28' (width)

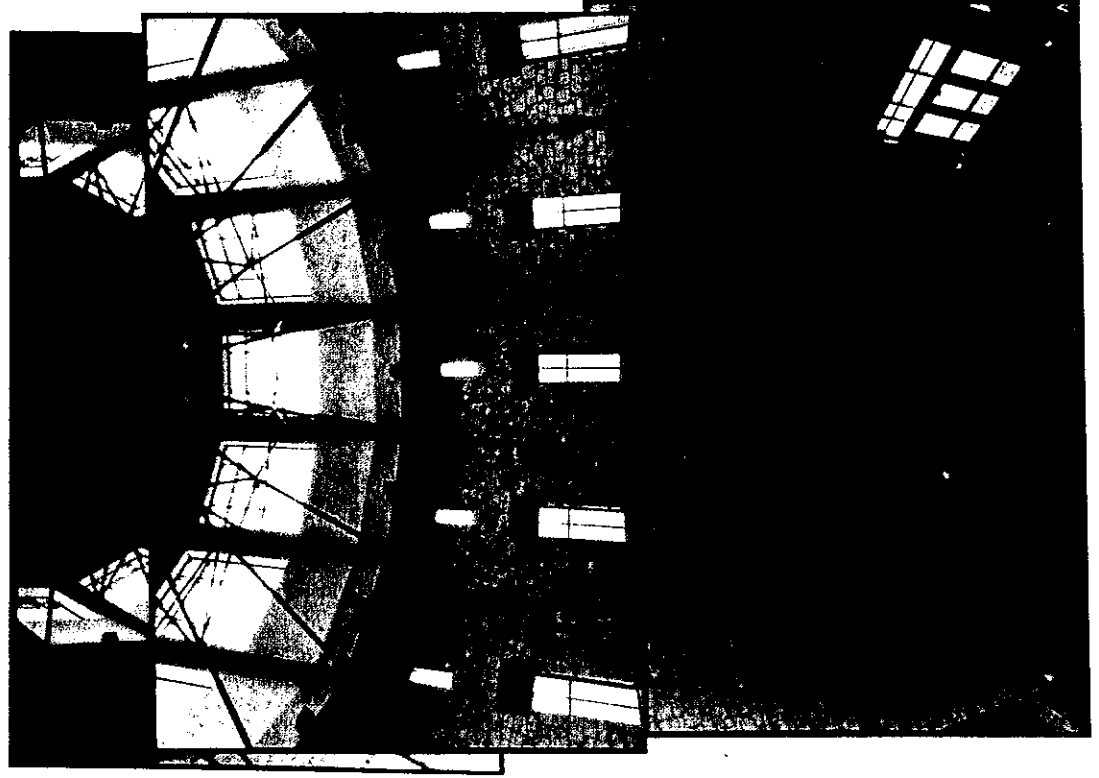
Art Site: East wall [4 sections measuring 18' (height) x 27' (width), divided by 3 pillasters measuring 18' (height) x 3' (width) x 2' (depth)]. Artists may attach art to the wall(s).

Site D - Rotunda (interior)

The Rotunda is a 12-sided tower faced with irregular limestone blocks and capped by a circular lantern composed of clerestory windows and interlocking metal panels and supports. Rows of small windows, set off by simple concrete lintels, encircle the tower and fill the space with soft, natural light. A pink granite staircase provides a ceremonial entrance to the Ballroom(s) on Level One.

Room Dimensions: 84' (height) x 59' (diameter)

Art Site(s): East wall below windows [40' (height) x 45' in three sections of 15' (width)]. Art may be attached to the east wall or, if lightweight, suspended from lantern supports.



d

Application Guidelines (cont.)

Three-dimensional work may be represented by 2 slides. All slides must be 35mm format in 2" x 2" mounts (no glass slides) for carousel projection. Slides must be placed in a 9" x 11" clear plastic file sheet. Please number all slides in order of priority (only Slides 1-5 may be shown during the first round). Label each slide with artist's name, title of work, date completed, media, dimensions and location (if public art), and indicate the top of the slide. Please do not send original slides. Remember, slides submitted for this competition shall become part of the Art in Public Places Visual Arts Slide Registry. *Good quality slides are extremely important.*

3. Slide List, numbered to correspond with slides, including artist's name, title of work, date completed, media, dimensions, and location (if public art).

4. Resume, including 3 professional and/or personal references.

5. Letter of Intent (maximum 2 typed, double-spaced pages), describing:

- Concept
- Media
- Dimensions
- Maintenance requirements
- Site preference (a, b, c, or d)
- Budget requirement (including materials, fabrication, labor, transportation, liability insurance, installation, engineered drawings and artist's fee)
- Timeline for completion

Please do not submit drawings or maquettes at this time.

The Selection Process

Stage One - The Selection Panel and Advisors will consider all complete applications received by the deadline. The Selection Panel may choose to view each applicant's first 5 slides during the first round. Additional slides may be viewed during subsequent rounds. The Selection Panel may recommend up to 10 finalists to participate in Stage Two.

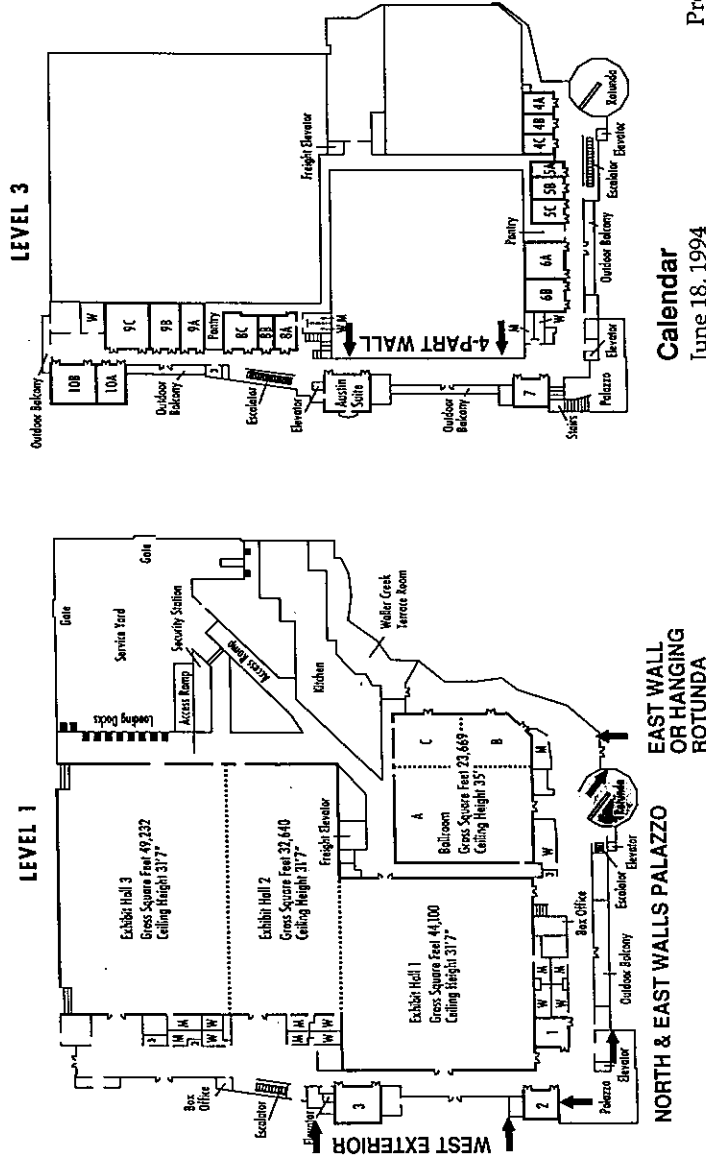
Street Address:

City of Austin-PARD
Art in Public Places-ACC
Dougherty Arts Center
1110 Barton Springs Road, Suite 203
Austin, Texas 78704

Mailing Address:

City of Austin-PARD
Art in Public Places-ACC
P. O. Box 1088
Austin, Texas 78767

Questions may be directed to
Martha Peters, Art in Public Places
Coordinator, 512/397-1455.



Calendar

June 18, 1994
August 22, 1994
September 20, 1994
October 1, 1994
December 2, 1994
December 20, 1994
Spring/Summer, 1995

Project Information Meeting
Deadline for Stage One
Finalists are notified
Pre-Proposal Meeting for Finalists
Presentation of Final Proposals
Artists awarded commissions are notified
Estimated installation

EXHIBIT "A"

Checklist

- Slide Registry Form
- Slides
- Slide List
- Resume
- Letter of Intent

Deadline

Monday, August 22, 1994, 5 p.m.

Art in Public Places Commissions

AUSTIN CONVENTION CENTER

Stage Two - Finalists (or their designated representative) shall be required to attend a pre-proposal meeting and will have approximately 10 weeks to prepare a final proposal, including narrative description, scale drawing(s) and/or maquette(s), material samples, budget detail, and timeline for art fabrication and installation.

Finalists shall present their proposals, in person, to the Selection Panel and Advisors on Friday, December 2, 1994. The Selection Panel may recommend commissioning art for one, two, three, or all four sites. Finalists who complete all of the requirements of Stage Two will receive a \$500 proposal fee. All proposal materials, including drawings and maquettes, shall become property of the City of Austin.

Damian Priour

Austin Convention Center Sculpture Proposal

Site D

Concept I would like to fill this space with large free-form blown glass vessels. Some will sit on sculpted stone-and-glass shelves and some suspended in the upper spaces of this rotunda. The vessels, beautiful light catchers themselves, will contain another sculpture made from found objects retrieved by hired homeless persons. Each vessel will hold a sculpture fabricated from different found materials. Each will hold glass or plastic or wood or metal or paper or a mixture of found detritus. Filling these beautiful transparent vessels with debris holds a concept based on many precedented ideas--from the story of the ugly duckling to Christo's space defining wraps. My idea is to complete a cycle by taking something common like discarded stuff and placing it in something elegant: a juxtaposition of beauty and the beast which comes together to create something profound and unique. Some will be mounted at eye level for close inspection by the viewer. Some can be seen only from afar, to leave the viewer speculating as to the contents of the vessel.

My concept will enable some of our local homeless to become a meaningful part of Austin's Cultural Portfolio. I intend to employ homeless persons to gather found objects for use in this ArtWork. Perhaps, the homeless on our streets who were displaced by the construction of the convention center will never have occasion to use it. Rarely is there a convention for the homeless.

This rotunda installation will be subtle in its obviousness. I want to combine found objects with my traditional materials of glass and limestone while introducing large mouth-blown glass vessels as the main focal point. Objects found locally, especially from along Waller Creek and other creek beds, will fill these vessels to make a comment on social and public issues.

The idea behind my concept is to put money into the hands of the needy in return for their labor of collecting recyclable objects for use in my sculpture. Hopefully in addition to earning a little money, they will also earn a sense of personal pride through the effort of working for money instead of begging for it, and in the knowledge that they helped create a part of Austin's Cultural Portfolio. On a second level of awareness, this sculpture project

makes a definite and obvious reference to the timely idea that much of what we discard can and should be redeemed and revalued in new and unexpected ways.

Media Mouth Blown Glass, Stone, Industrial Glass, Found Objects including glass, plastic, paper, wood and metal.

Installation Approximately 20 large blown glass vessels will be incorporated into the rotunda. The ones that are not mounted on the walls or the stairwell wall will be suspended from the ceiling lantern supports at various heights. The wall-mounted ones will be permanently fixed to sculpted shelves of carved stone and glass.

Shelves will be bolted to the walls of the rotunda and to the stairwell wall in the rotunda. The glass vessels will be adhered to the sculpted shelves with silicone.

The hanging vessels will be secured by copper straps and suspended from the ceiling lantern supports using advanced high tension wire. It will be necessary to use an interior sky lift for 2 persons.

Maintenance Easy care. A simple dusting with a very long-handled feather duster will do the job.

Timeline For a project this size I would require 6 months from the date a deposit is accepted. I should like to finish the piece in May or June of 1995, in time for the Center's third anniversary.

Benefits

1. Helps clean the city and creek beds.
- 2 Employs the homeless.
- 3 Recycles.
- 4 Truly a site specific ArtWork.

Extended Project I think that this project has enough merit to warrant a professional video documentation. A documentary that offers a guide from Austin to other cities' Public Art programs. While I am not naive enough to think that this video will not bring some attention to my efforts, I will see that it primarily focuses on implementing benefits to social and public issues. It will be presented as one artist's method that uses city monies to 1) help the needy, 2) pick up litter, and 3) create public art. It will actually film the hired homeless collecting debris, perhaps getting their thoughts on the concept, and documenting how their efforts are used to help produce art for the people.

Should the city not have funding for this video project, funding will be sought from charitable organizations benefitting the homeless and various "green-minded" industrial concerns who might stand to benefit from the heightend awarness of the recycling possibilities for their products (i.e. glass producers, bottling companies, plastic and metal manufacturers. The video will be made available to all Public Art programs and will be offered for broadcast on the Public Broadcast System.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE

Name of purchaser, firm or agency <u>City of Austin</u>	
Address (Street & number, P.O. Box or Route number) <u>P.O. Box 1088</u> City, State, ZIP code <u>Austin, Tx 78767</u>	Phone (Area code and number) <u>512-499-2000</u>

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

Seller: _____

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

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

Purchaser claims this exemption for the following reason:

Texas Tax Code Sec. 151.309, Sec 151.310; Texas Civil Statutes, Article 342-908 (b)(5)
states that any county, city, special district or other political subdivision of
State of Texas is exempt under the law and not required to request and prove exempt
status.

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act, Municipal Sales and Use Tax Act, Sales and Use Taxes for Special Purpose Taxing Authorities, County Sales and Use Tax Act, County Health Services Sales and Use Tax and the Texas Health and Safety Code: Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a misdemeanor to give an exemption certificate to the seller for taxable items which I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and that upon conviction may be fined not more than \$500 per offense.

sign here Purchaser <u>Betty Dunkerley</u>	Title <u>Director</u>	Date <u>8-30-91</u>
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Betty Dunkerley, CPA, Director, Financial Services Department

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

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID

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

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

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

(FOR USE BY STATE AND LOCAL GOVERNMENTS IN COMPLIANCE WITH SECTION 4221(a)(4) OF THE INTERNAL REVENUE CODE)

_____, 19____
(DATE)

I HEREBY CERTIFY THAT I AM DIRECTOR OF FINANCIAL SERVICES DEPARTMENT OF THE CITY OF AUSTIN, TEXAS AND THAT I AM AUTHORIZED TO EXECUTE THIS CERTIFICATE; AND THAT ALL ORDERS PLACED BY THE PURCHASER FOR THE PERIOD COMMENCING _____

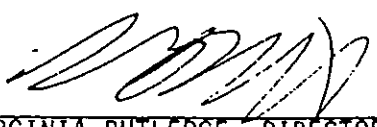
(DATE)

AND ENDING _____
DATE (PERIOD NOT TO EXCEED 12 CALENDAR QUARTERS)

ARE, OR WILL BE, PURCHASED FROM _____
(NAME OF COMPANY)

FOR THE EXCLUSIVE USE OF THE CITY OF AUSTIN.

I UNDERSTAND THAT THE EXEMPTION FROM TAX IN THE CASE OF SALES OF ARTICLES UNDER THIS EXEMPTION CERTIFICATE TO A STATE, ETC., IS LIMITED TO THE SALE OF ARTICLES PURCHASED FOR ITS EXCLUSIVE USE. I UNDERSTAND THAT THE FRAUDULENT USE OF THIS CERTIFICATE FOR THE PURPOSE OF SECURING THIS EXEMPTION WILL SUBJECT ME AND ALL PARTIES MAKING SUCH FRAUDULENT USE OF THIS CERTIFICATE TO A FINE OF NOT MORE THAN \$10,000, OR TO IMPRISONMENT FOR NOT MORE THAN 5 YEARS, OR BOTH, TOGETHER WITH THE COSTS OF PROSECUTION.



VIRGINIA RUTLEDGE, DIRECTOR
FINANCIAL SERVICES DEPARTMENT
CITY OF AUSTIN
P. O. BOX 1088
AUSTIN, TEXAS 78767-8445

EXHIBIT "C"

TEXAS SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR SUPPLIERS

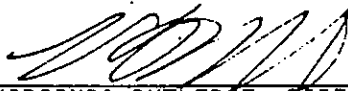
THE UNDERSIGNED HEREBY CLAIMS AN EXEMPTION FROM PAYMENT OF TAXES UNDER CHAPTER 151 OF THE LIMITED SALES, EXCISE AND USE TAX ACT, AND ARTICLE 1066(C), ENTITLED LOCAL SALES AND USE TAX ACT, REVISED CIVIL STATUTES OF TEXAS, FOR THE TANGIBLE PERSONAL PROPERTY PURCHASED ON EACH UNSHIPED ORDER HERETOFORE GIVEN YOU AND ON EACH ORDER THAT WE SHALL HEREAFTER GIVE YOU, UNLESS SUCH ORDER OTHERWISE SPECIFIES, FOR THE REASON THAT THE PURCHASER IS A CITY DULY ORGANIZED AND EXISTING UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS.

THE PURCHASER WILL BE LIABLE FOR PAYMENT OF THE LIMITED SALES AND USE TAX IF THE PURCHASER USES THE TANGIBLE PERSONAL PROPERTY IN SOME OTHER MANNER OR FOR SOME OTHER USE THAN THE REASON LISTED ABOVE, AND SHALL PAY THE TAX BASED ON THE PRICE PAID FOR THE TANGIBLE PERSONAL PROPERTY.

EXECUTED THIS THE _____ DAY OF _____, 19____

CITY OF AUSTIN, TEXAS

BY



VIRGINIA RUTLEDGE, DIRECTOR
FINANCIAL SERVICES DEPARTMENT
P. O. BOX 1088
AUSTIN, TEXAS 78767

PURCHASE ORDER/CONTRACT NUMBER

1-74-6000085-8
Exemption Number

EXHIBIT "C"