

**AGREEMENT FOR THE DESIGN, FABRICATION, &
INSTALLATION OF ARTWORK
FOR THE OPTIMIST PARK CLUBHOUSE**



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Frank Mingo
Councilmember Timothy Daubert
Councilmember Luis Collazo
Councilmember Ceasar Mestre
Councilmember Marilyn Ruano
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

This Agreement made this 4th day of **September** in the year **2018** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Rafael Consuegra located at 4401 SW 75th Ave, Unit Bay # 8 Miami, FL 33155, hereinafter called the "Artist."

RECITAL

A. The Town issued a Call to Artists on July 12, 2017 , in conjunction with Miami-Dade County's Cultural Affairs Department, for the provision of professional services, which included the design fabrication, and installation of artwork at the Optimist Park Clubhouse ("Services") and Artist's Submittal ("Submittal"), in response thereto, was selected as the most qualified for the provision of said Services. The Call To Artists and the Submittal are referred to herein, collectively, as the Agreement, and are by this reference expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the Town, through approval of Resolution 18-____ by the Town Council on September 4, 2018 authorized the execution of a contract with the Artist to provide the Services as described herein.

C. WHEREAS, both parties wish the integrity and clarity of the Artist's ideas in the proposed Work are to be maintained.

WITNESSETH, that the Town and the Artist, in consideration of the premise and mutual covenants herein set forth, agree as follows:

SECTION A GENERAL TERMS AND CONDITIONS

Article A1 Definitions

A1.01 Additional Services means any work defined as such in this Agreement, which is not included in the original Scope of Services.

A1.02 Attachments mean the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

A1.03 Artist means Rafael Consuegra, lead artist.

- A1.04 *Project Manager*** means an employee or representative of the Town assigned by the Town Manager to manage and monitor the Services to be performed under this Agreement.
- A1.05 *Project*** means the design, fabrication, and installation of the artwork for the Optimist Park Clubhouse as more fully described in the Scope of Services.
- A1.06 *Scope of Services/Work, Services, or Work*** means a comprehensive description of the activities, tasks, artistic design features, objectives, deliverables and milestones required for the completion of Project.
- A1.07 *Subcontractor*** means any entity retained by the Artist for activities, other than the creative and artistic portion of the Services, related to the completion of the Project.
- A1.08 *Town Council*** means the legislative body of the Town of Miami Lakes.
- A1.09 *Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- A1.10 *Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the Owner of the Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to Town's authority as a governmental body and shall not be attributable in any manner to Town as a party to this Agreement. The Town of Miami shall be referred to herein as "Town". For the purposes of this Agreement, "Town" without modification shall mean the Town Manager.

Article A2 Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

Article A3 Term

The term of this Agreement shall be effective until final completion of construction of the Project and final payment is made to the Artist. Final completion shall be no later than February 2019.

Article A4 Scope of Services

Artist agrees to provide the Services as specifically described and set forth in Section B.

Article A5 Compensation, Payments and Invoicing

A5.01 Compensation Limits

The amount of compensation payable by the Town to Artist shall generally be a fixed fee of twenty one thousand two hundred dollars (\$21,200).

A5.02 Payments

Payment shall be made in accordance with Exhibit 1 of the Agreement. Unless otherwise specifically provided elsewhere in this Agreement, payment shall be made in accordance

with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Artist's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Town require one to be performed.

A5.03 Invoicing

Contractor shall provide the Town with one invoice for each progress payments in accordance with Exhibit 1. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Date of invoice
- Purchase Order number
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

After the first payment releases of liens shall be submitted for work, materials, or equipment performed or furnished by subcontracts or suppliers as stipulated in Florida Statute 713.20.

Article A6 Performance

A6.01 Performance and Delegation

The creative and artistic portions of the Services shall be performed by the Artist. Other services under this Agreement may be performed by a Subcontractor, subject to the written prior approval of the Project Manager. Said approval shall not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subcontractor.

A6.02 Time for Performance

The Artist agrees to start all Services hereunder upon receipt of an executed copy of the Agreement and to complete the Services within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

The timeline for the Services to be performed and the benchmarks for progress payments are contained in Exhibit 1.

A reasonable extension of the time for completion may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated in this Agreement. Such extension of time shall not be cause for any claim by the Artist for extra compensation.

ARTICLE A7 Subcontractors

A7.01 General

A7.01-1 A Subcontractor, as defined in Article A1.07, is any entity that enters into an agreement with the Artist to perform any of the Services, including the provision of materials, under this Agreement.

A7.01-2 Prior to the order of any material, supplies, commencing fabrication or installation of the Services, the Artist shall provide the Project Manager with a listing of all entities the Artist intends to contract with for the purposes of completing the Services under this Agreement and any material supplier sources the Artist intends to utilize for Major Components of the Services. "Major Components" shall mean single sources material or supply purchase that represents twenty percent (20%) or more of the total estimated construction material costs for the Services. The Artist shall identify the type of work/supplies/materials each first-tier Subcontractor is to perform and the estimated value thereof. Multi-tier subcontracts shall not be used without the prior written approval of the Project Manager.

A7.01-3 Award of this Agreement is based on the personal skill, judgment and creativity of the Artist. As such the artist shall not assign, transfer or subcontract the creative and artistic portions of the Scope of Services to any other party without the prior written consent of the Town Manager.

A7.02 Subcontractor Relationships

A7.02-1 All Services provided by a Subcontractor shall be performed pursuant to appropriate written agreements between the Artist and the Subcontractor, which shall contain provisions that preserve and protect the rights of the Town under this Agreement.

A7.02-2 Nothing contained in this Agreement shall create any contractual or business relationship between the Town and the Subcontractor. The Artist acknowledges that Subcontractor is entirely under its direction, control, supervision, retention and/or discharge.

A7.03 Changes to Subcontractor

The Artist shall not add, modify, or change any Subcontractor once identified in accordance with A7.01-2 without prior written approval by the Project Manager, in response to a written request from the Artist stating the reasons for any proposed substitution.

ARTICLE A8 Warrant of Originality

The Artist warrants that the products of work it delivers to the Town under this Agreement shall be the result of the artistic efforts of the Artist and that, unless otherwise stipulated, the Services shall be unique and an edition of one. The Artist shall not reproduce in any scale these tangible objects and or substantially similar tangible objects without the approval of the Town Manager.

ARTICLE A9 Default

A9.01 General

If Artist fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, and fails to cure in a reasonable timeframe from the notice to cure, then Artist shall be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Artist, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Artist while Artist was in default shall be immediately returned to the Town. Artist understands and agrees that termination of this Agreement under this section shall not release Artist from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, Artist shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Agreement by the Artist. In the event of default, Town may also suspend or withhold reimbursements from Artist until such time as the actions giving rise to default have been cured or the exact amount of damages due the Town from the Artist have been determined. Nothing herein contained shall be deemed a waiver of the Artist's right to challenge the default.

A9.02 Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

A9.02-1 Artist fails to obtain or maintain the required insurance.

A9.02-2 Artist fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement.

A9.02-3 Artist fails to commence the Services within the time provided, or fails to complete the Services in timeframe required by this Agreement.

A9.03 Time to Cure Default; Force Majeure

Town through the Town Manager or designee shall provide written notice to Artist as to a finding of default, and Artist shall take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement under Article A10. The Town at its sole discretion may allow additional days to perform any required cure if Artist provides written justification deemed reasonably sufficient.

Should any such failure on the part of Artist be due to a condition of Force Majeure, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

ARTICLE A10 Termination of Agreement

A10.01 Town's Right To Terminate

The Town Manager or designee has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, upon request of the Project Manager or the Town Manager all sketches, designs, models, and other documents already produced and submitted or produced for submission by the Artist, under this Agreement, prior to the date of termination of this Agreement shall be turned over to the Town. The right to fabricate or execute the Work shall not pass to the Town.

The Artist shall be paid based on an equitable adjustment in the fee, without the allowance for anticipated profits on unperformed Services.

A10.01-1 Artist shall have no recourse or remedy from a termination made by the Town except to retain the compensation earned for the Services that was performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the Town, its officials or employees.

A10.02 Artist's Right to Terminate

The Artist shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within sixty (60) days from the date of the Town's receipt of a written statement from Artist specifying its breach of its duties under this Agreement.

A10.03 Suspension of Services

The Town may, at any time, by written order to the Artist, require the Artist to suspend all, or any part, of the Services for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Artist, and for any further period to which the parties may agree. Within the period of ninety (90) days (or the lesser period specified) such notice is delivered to the Artist, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Services as provided in Article A7, Termination of Agreement.

If such suspension is canceled or the period of the order or any extension thereof expires, the Artist shall resume the Work without compensation to the Artist for such suspension other than extending the time to complete the Services under the Agreement. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Artist's defective or incorrect Work, unsafe Work conditions caused by the Artist, or any other reason caused by Artist's fault or omission, the Artist shall not be entitled to an extension of time as a result of suspension of the Services.

Article A11 Documents, Records, and Instruments of Service

A11.01 Ownership of Documents & Instruments of Service

All design material, including but not limited to renderings, models, mock ups, plans, samples, work product, deliverables and other documentation, including all electronic digital copies, as outlined in the Scope of Services, developed by the Artist shall become the property of the Town upon completion and payment unless otherwise terminated in accordance with this Agreement.

A11.02 Nondisclosure

To the extent allowed by law, Artist agrees not to divulge, furnish or make available to any third person, firm or organization, without Town Manager's prior written consent, or unless incident to the proper performance of the Artist's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Artist hereunder, and Artist shall require all of its employees, agents, and Subcontractors to comply with the provisions of this paragraph.

A11.03 Maintenance of Records

Artist will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with statute. Otherwise, the records and documentation will be retained by Artist for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours.

Article A12 Indemnification

The Artist shall hold harmless, indemnify and defend the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the Artist's performance of this Agreement, as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Artist or any Subcontractors. The Artist shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all Agreement related suits, in the name of the Town when applicable, and shall pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Artist's obligation under this paragraph shall not be limited in any way by the agreed upon Agreement price, or the Artist's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Artists, its agents, servants, or representatives. Such duty to indemnify shall not extend to classes or claims caused in part by the negligence, action, omission or intentional wrongful conduct of the Town or its representation.

The Town has provided specific consideration for the indemnification of \$1.00 from the sums due to the Artist under this Agreement.

Article A13 Insurance

The Artist shall not start Services under this Agreement until the Artist has obtained all insurance required hereunder and the Town Manager has approved such insurance.

A13.01 Companies Providing Coverage

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies shall have a Florida resident agent and be rated at least B as to management and Class V as to financial strength, per A.M. Best Company's Key Rating Guide, latest edition.

A13.02 Verification of Insurance Coverage

The Artist shall furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates shall clearly indicate that the Artist has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of Agreement award to the Artist. Artist shall maintain coverage with equal or better rating as identified herein for the term of this Agreement. Artist shall provide written notice to the Town Manager of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. Artist shall furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A13.03 Forms of Coverage

A13.03-1 Commercial General Liability

The Artist shall maintain commercial general liability coverage with limits of at least \$500,000 per occurrence, for bodily injury and property damage. The coverage shall include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non-contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read (30) days/ (10) days for nonpayment.

A13.03-2 Business Automobile

The Artist shall provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of \$300,000 naming the Town as an additional insured with respect to this coverage. Notice of cancellation should read (30) days and ten (10) days for nonpayment.

A13.03-3 Owner's Protective Liability Insurance

The Artist shall Owner's Protective Liability Insurance issued in the name of the Town with a minimum amount of \$500,000 coverage. This policy must be endorsed to indicate that any premium whether deposit or final, shall be the sole obligation of the Artist.

A13.03-4 Worker's Compensation Insurance

The Artist shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence. Should the Artist be exempt from the State of Florida Worker's Compensation requirements the Artist shall provide the Town with the State of Florida issued exemptions.

A13.03-4 Subcontractor Compliance

Artist shall ensure that all Subcontractors comply with these same insurance requirements.

A13.04 Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Artist in accordance with Article A9 herein. Artist shall comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

Article A14 Changes/Additional Services

The Town and the Artist may, from time to time, agree on changes in the nature of the Services or requirements of the Agreement or to require additional services not included in the Scope of Services. Such changes or additional services shall be documented in writing and signed by both parties. Any changes that affect the value, Scope of Services, or time for completion of the Agreement must be executed by the Town Manager.

Article A15 Site Investigation

Prior to commencement of the Services the Artist shall visit the Optimist Park Clubhouse and inspect the locations where the installations will occur. The Artist shall promptly notify the Project Manager in writing of any conditions that may impact the installations. The absence of any written notification will evidence that the Artist has inspected the locations and has determined that not conditions exist that adversely impact installation. The Artist shall not be entitled to any additional compensation or time for not adequately inspecting the locations or for its failure to notify the Town of any adverse conditions.

Article A16 Access to Water and Utilities

The Artist is responsible for providing all water and power that may be required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Project Manager.

The Town may at its sole discretion provide access to Town utilities and/or water. However, the Artist is responsible to ascertain the location and accessibility of utilities and potable water sources required for the Work.

Article A17 Safety Precautions

The Artist is solely responsible for initiating, maintaining and supervising all safety precautions in connection with the Services. The Artist shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

The Artist shall take all necessary precautions for the safety of employees in the performance of the Services on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Artist shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Artist shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

The Artist must adhere to applicable environmental protection guidelines for the duration of the Work. The Artist shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Artist's duties and responsibilities for the safety shall continue until such time as all the Work is completed.

Article A18 Risk of Loss or Damage

The Artist assumes all risk of loss or damage to the materials, art work, or any other work product, including the installation thereof, until accepted in writing by the Project Manager.

Article A19 Extension of Time

If the Artist is delayed at any time during the progress of the Services beyond the time for completion of the Services by the neglect or failure of the Town or by a Force Majeure, then the Contract shall be extended by the Town subject to the following conditions:

- The cause of the delay could not have been anticipated by the Artist;
- The Artist demonstrates that the completion of the Services will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Artist in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Artist acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Artist.

The Artist shall not be entitled to an extension of time unless the Artist affirmatively demonstrates that it is entitled to such extension.

Article A20 Rules, Regulations and Permits

A20.01 Rules and Regulations

All Services shall be performed in accordance with all laws and regulations applicable to provision of services specified in the Contract Documents. The Artist shall be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Services, inclusive of the Florida Building Code.

A20.02 Permits

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Artist will have to pay the Town before or during the Services or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of performing the Services as part of the Agreement are as follows:

A20.02-1 Artist shall have and maintain during the term of this Agreement all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.

A20.02-2 During the performance of this Agreement there may be times when the Artist will be required to obtain a Town permit for such Work. It is the responsibility of the Artist to insure that the appropriate Town permits to perform such work as may become necessary during the performance of the Work have been obtained. Any fees related to Town required permits in connection with this Agreement will be the responsibility of the Artist and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

Article A21 Taxes

The Artist shall pay all applicable sales, consumer, use and other taxes required by law. The Artist is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Article A22 Hours for Performing Work

All Services related to the installation of the Optimist Park Clubhouse artwork shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Services to be performed outside these hours will require the prior written approval of the Project Manager. A Project Manager may establish different working hours than those stated herein.

Article A23 Artist Responsible for Protection of Property, Utilities, & the Public

The Artist shall maintain adequate protection of all its Services from all losses or damage and shall protect public and private property, and utilities from injury, loss, damage, etc. arising in connection with the Services, and take all necessary precautions to prevent accidents, injuries, loss or damage to persons or property on or near where the Optimist Park Clubhouse artwork is being installed.

The Artist shall be responsible to restore all areas impacted by the Services to pre-existing conditions to the satisfaction of the Project Manager.

Neither the Town nor its officers or agents shall be responsible to the Artist for damages as a result of the Artist's failure to protect property encountered in the Services.

Article A24 Supervision

The lead artist for the Artist, as defined in Article A1, shall be responsible for all supervision and management of the Services provided under the Agreement, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Agreement. The Artist shall be personally involved in all phases of the design, development, fabrication and installation of the Optimist Park Clubhouse artwork. The Artist shall be on site periodically during the time that the Work is being installed as required to ensure that the Optimist Park Clubhouse artwork is being installed in accordance with the Artist's design intent.

Article A25 Town Project Management

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Services, and questions as to the interpretation of the Services to be performed under the Agreement. All interpretations and recommendations of the Project Manager shall be consistent with the intent of the Agreement.

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work shall at all times have access to the Work to inspect the work being performed. Were the Project Manager determines that the work is not being performed in accordance with the Agreement. Project Manager shall have the authority to reject any Services not being performed in accordance with the requirements of the Agreement.

Article A26 Final Acceptance

When the Services have been completed, the Artist shall notify the Project Manager that the work is ready for final inspection. Within thirty (30) calendar days of receipt of such notice the Project Manager shall inspect the work in conjunction with the Artist. During the inspection a list of work requiring completion or correction shall be identified in writing ("Punch List"). Upon completion of the Punch List by the Artist the Project Manager shall issue to the Artist a written notice of final acceptance or a notice specifying any as unfinished Punch List items. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the Town under any other Article of this Agreement.

Issuance of Final Payment for the Service shall indicate to the Artist the official acceptance and commencement of the provisions contained in Article A36.

Article A27 Audit Rights

The Town reserves the right to audit the Artist's accounts during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Artist agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Artist.

Article A28 Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:

Alex Rey
Town Manager
6601 Main Street
Miami, Florida 33014
reya@miamilakes-fl.gov

With a copy to:

Thomas Fossler, Procurement Manager
6601 Main Street
Miami, Florida 33014
fossler@miamilakes-fl.gov

For Artist:

Rafael Consuegra
Sculptor
4401 SW 75th Ave, Unit Bay # 8
Miami, FL 33155
Cell. (786) 351-6532
rafaelconsuegra@comcast.net

Article A29 Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

Article A30 Mediation - Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually

acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Artist agrees to include such similar contract provisions with all Subcontracts and/or independent contractors and/or Artists retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

Article A31 Compliance with Laws

Artist shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Artist represents and warrants that there shall be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

Article A32 Non-Discrimination

The Artist warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Artist's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Artist further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

Article A33 No Partnership

Artist is an independent contractor. This Agreement does not create a joint venture, partnership or other business enterprise between the parties. The Artist has no authority to bind the Town to any promise, debt, default, or undertaking of the Artist.

Article A34 Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town shall be within the exercise of the reasonable professional discretion of the Town Manager.

Article A35 Resolution of Disputes

Artist understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town shall be submitted for resolution in the following manner.

The initial step shall be for the Artist to notify the Procurement Manager in writing of the dispute identified in Article A10.06, Notices. Artist shall, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Artist. Upon receipt of said documentation the Procurement Manager shall review the issues relative to the dispute and issue a written finding.

Should the Artist and the Procurement Manager fail to resolve the dispute the Artist shall submit their dispute in writing within five (5) calendar days to the Town Manager. Failure to

submit such appeal of the written finding shall constitute acceptance of the finding by the Artist. Upon receipt of said notification the Town Manager shall review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Artist being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council Artist shall not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Commission approval; or
- (iii) Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

Article A36 Claims

Any claim for a change in the compensation or time for completion of the Services shall be made by written notice by Artist to the Town's Procurement Manager within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Artist's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Artist has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Artist. It is expressly and specifically agreed that any and all claims for changes to the Agreement shall be waived if not submitted in strict accordance with the requirements of this Article.

The time for completion will be extended in an amount equal to time lost on critical work items due to delays beyond the control of and through no fault or negligence of Artist if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Artist, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Artist shall not be entitled to an increase in the Agreement price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Artist for actual delays due solely to fraud, bad faith

or active interference on the part of Town. Artist shall be entitled only to extensions of the time for completion of the Services, as the sole and exclusive remedy for such resulting excusable delay.

The Artist agrees to make no claim for damages for delay of any kind in the performance of the Agreement Documents whether occasioned by any act or omission of the Town or any of its representatives and the Artist agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Services due to an Excusable Delay as defined below. The Artist alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner the Artist shall not receive monetary compensation for Town delay(s).

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of the Artist, its Subcontractors, or suppliers, or is (ii) caused jointly or concurrently by the Artist or its Subcontractors, suppliers or vendors and by the Town. Then the Artist shall be entitled only to a time extension and no compensation for the delay.

Failure of Artist to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

Article A37 Surviving Covenants

The covenants and obligations set forth in this Article shall survive the completion and Final Acceptance of the installation and all other Services required under this Agreement for a period ending on the twentieth (20th) anniversary of the Artist's death.

A37.01 Maintenance of Work

The Town recognizes that although normal maintenance of the Services will involve simple and relatively inexpensive procedures, such maintenance on a regular basis is essential to the integrity and authenticity of the Services. The Town shall ensure such regular maintenance occurs according to the written specifications of the Artist to protect and maintain the Services against the ravages of time, vandalism, and the elements, and to the extent practicable shall make all significant repairs and restorations of the Services in accordance with Article A37.04 below.

A37.02 Notice

The Artist shall at its expense prepare and install at the Optimist Park Clubhouse, pursuant to the written instructions and subsequent approval of the Project Manager, a tasteful public notice including the Artist's name, and shall maintain such notice in good repair against the ravages of time, vandalism, and the elements.

A37.03 Alteration of the Site or the of the Service

It is an inherent nature of any site to be vulnerable to physical alterations of varying degrees that may arise out of a function need consistent with its intended design and usage and/or the operation requirements of the site. Respectively, the integrity and authenticity of the Services is an integral component of the site. It is with the express understanding above that the Artist hereby agrees to waive all rights to monetary compensation for any acts

arising out of operational requirements which may cause alterations to the site and/or the Services.

The town shall notify the Artist of any proposed alterations of the Work or of the site that would affect the intended character and appearance of the Work, and shall consult with the Artist in the planning of any such alteration. If any such alteration of the site or of the Services is made without the express written approval of the Artist, the Artist may elect, upon a minimum of forty-eight (48) hours written notice to the Town Manager, to enter upon the site and at the expense of the Town remove or cover the public notice referred to in Article A38.02 above, as well as any signature or other emblem identifying the Artist with the Services.

A37.04 Repairs & Restoration of the Work

The Town shall have the right to determine when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist shall have the right to approve all repairs and restorations of a significant nature. If the Artist fails or refuses to approve any repair or restoration, the Town shall have the right to make such repair or restoration. To the extent practical, the Artist shall be given the opportunity to make or personally supervise significant repairs and restorations and the Artist may, at the discretion of the Town, be paid a reasonable fee for any such service, provided that both parties prior to the execution of such services mutually agree upon the fee in writing.

A37.05 Change of Address

The artist shall notify the Town of changes of address and telephone/fax numbers or email address, and failure to do so, if such failure prevents the Town from locating the Artist, shall be deemed a waiver by the Artist of his/her rights to enforce those provisions of this Agreement that require the express prior approval of the Artist.

A37.06 Copyright Transfer

The Artist retains its copyright in the Work of Art.

Title to the completed Work shall vest in the Town at the time of final acceptance by the Town. Notwithstanding the passage of title to the Work to the Town the Artist hereby reserves all rights associated with the copyright in its Work, with the condition that the Town be granted a perpetual and irrevocable license to reproduce faithful images of the Work for noncommercial use, including but not limited to public information, educational and catalogue purposes without written consent of the Artist. All reproduction by the Town shall contain a credit to the Artist. On any and all such reproductions, the Town shall place a copyright notice in the form and manner required to protect the copyright in the Work under the United States copyright law.

The Artist shall notify the Town of a transfer in the ownership of the copyright and provide the name, title, current address, telephone/fax number and email address to the Town in such event. Any transfer of copyright must carry with it the requirement that the covenants contained herein and the Town's perpetual and irrevocable license survive the transfer.

Article A38 Third Party Beneficiary

Artist and the Town agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

Article A39 No Estoppel

Neither the Town's review, approval and/or acceptance of, or payment for Services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Artist shall be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Artist's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

Where the Artist is comprised of more than one legal entity, each such entity shall be jointly and severally liable under this Agreement.

Article A40 Successors and Assigns

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Artist without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Artist, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Artist's services are unique in nature and any transference without the prior written approval of the Town shall be cause for the Town to terminate this Agreement. The Artist shall have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Artist and the Town each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

Article A41 Defense of Claims

Should any claim be made or any legal action brought in any way relating to the Work under the Agreement, the Artist shall diligently render to the Town any and all assistance which the Town may require of the Artist.

Article A42 Time in Which to Bring Action Against the Town

In the event the Artist may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Artist against the Town upon any claim arising out of or based upon the Agreement by reason of any act or omission or requirement of the Town or its agents,

unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if Agreement is terminated under the provisions of the Agreement, unless such action is commenced within six (6) months after the date of such termination by the Town.

Article A43 Severability

In the event any provision of the Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

Article A44 Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

Article A45 Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Artist and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Article A46 Applicable Law and Venue of Litigation

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees except in actions arising out of Artist's duties to indemnify the Town under Article A12 where Artist shall pay the Town's reasonable attorney's fees.

Article A47 Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Artist and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof,

except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

END OF SECTION

SECTION B SCOPE OF Services

Article B1 Basic Services –Design, Fabrication and Installation

The Artist shall perform all services, including travel, and furnish all supplies, materials and equipment as necessary for the completion of the Work outlined in the Artist's Proposal under Exhibit 1, and shall be responsible for the following:

B.1.1) Artist's Implementation Services. The Artist is solely responsible for all Services required to implement the scope of the fully developed Work as accepted by the Town inclusive of the Services identified in Exhibit 1, which shall commence after execution of the Agreement, and shall include but not be limited to:

B1.1.1) Services include the work detailed in Exhibit 1.

B1.1.2) Design. The Artist is solely responsible for the design of the Work, which is outlined in Exhibit 1.

B1.1.3) Fabrication of the Work: When the Work is to be fabricated by the Artist. Upon execution of Agreement, the Artist shall coordinate the fabrication process and begin fabrication of the Work to be completed and installed within the timeframe set forth in the Agreement. All required submittals or updates and changes shall be delivered to the Town in sufficient form and time to allow for review and acceptance by the Town. Submittals must be delivered in acceptable electronic format and in hard copy format within 5 working days of change.

B1.1.4) Installation: of the Work and on-site observation and monitoring of the progress, process, and quality of installation of the Work by Artist's contractors, when the Work is to be installed and verifying compliance with the Work. The Artist will complete the installation of the Work within the timeframe set forth in the Agreement. All required submittals or updates and changes shall be delivered to the Town in sufficient form to allow for review and acceptance by the Town. Submittals must be delivered in acceptable electronic format and in hard copy format within 5 working days of change. Timeframe for completing the review and approval of submittals, changes, or updates is at the sole discretion of the Town. However, a reasonable time of 10 working days shall be anticipated for completion of each review.

B1.1.5) Construction Administration. The Artist is responsible for all related construction administration activities included but not limited to: coordination with Artist's architectural/engineering consultants or Town's architectural/engineering consultants if required by the Town, conducting site visits, and securing all permits necessary to perform the Work. The Artist will complete construction administration activities within the timeframe set forth in the Agreement. All required submittals or updates and changes shall be delivered to the Town in sufficient form to allow for review and acceptance by the Town. Submittals must be delivered in acceptable

electronic format and in hard copy format within 5 working days of change. Timeframe for completing the review and approval of submittals, changes, or updates is at the sole discretion of the Town. However, a reasonable time of 10 working days shall be anticipated for completion of each review. The Work shall comply with the Florida Building Code and all architectural, engineering drawings and calculations shall be signed and sealed by appropriately licensed Florida architect(s) or engineer(s).

- B1.1.5.1) Documentation and Reporting: providing the Town with monthly reports documenting site activity and status of Work. Upon installation and completion of the Work, the Artist shall provide the following documentation of Work prior to final payment:
- B1.1.5.2) One full set of "as built" drawings, all construction, fabrication, and installation specifications, or other documentation pertaining to the Work;
- B1.1.5.3) Two sets of at least four different photographic prints that best represent the completed Work;
- B1.1.5.4) Two CD's containing high resolution (image size not smaller than 5 x 7 with a resolution of at least 300 dpi) of the completed Work, taken from at least three different viewpoints, for a total of twelve images.
- B1.1.5.5 Electronic files and photographs shall be of acceptable professional quality in the determination of the Town and shall be properly marked.

1.2 PROCEDURE –Design, Fabrication and Installation

- 1.2.1) Upon execution of this Agreement, the Artist shall coordinate the design, fabrication, and installation process and schedule milestones for the completion of tasks pursuant to the Services to be performed under the Agreement.
- 1.2.2) The Artist shall submit to the Town timeline/schedule inclusive of milestones for approval within 10 working days of execution of the Agreement. The Artist shall submit any updates or changes to the timeline/schedule no later than 5 working days of a proposed change to the timeline to the Town for approval.
- 1.2.3) Upon receipt of the executed Agreement, the Artist shall begin the implementation Services as referenced in 1.1 A. to be completed within the timeframe set forth in the Agreement.

END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

Artist, Rafael Consuegra

Signature

Signature

Print Name, Title

Print Name, Rafael Consuegra

(Corporate Seal)

ATTEST:

Town of Miami Lakes, a municipal corporation
of the State of Florida

Gina Inguanzo, Town Clerk

Alex Rey, Town Manager

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2018.

Secretary: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

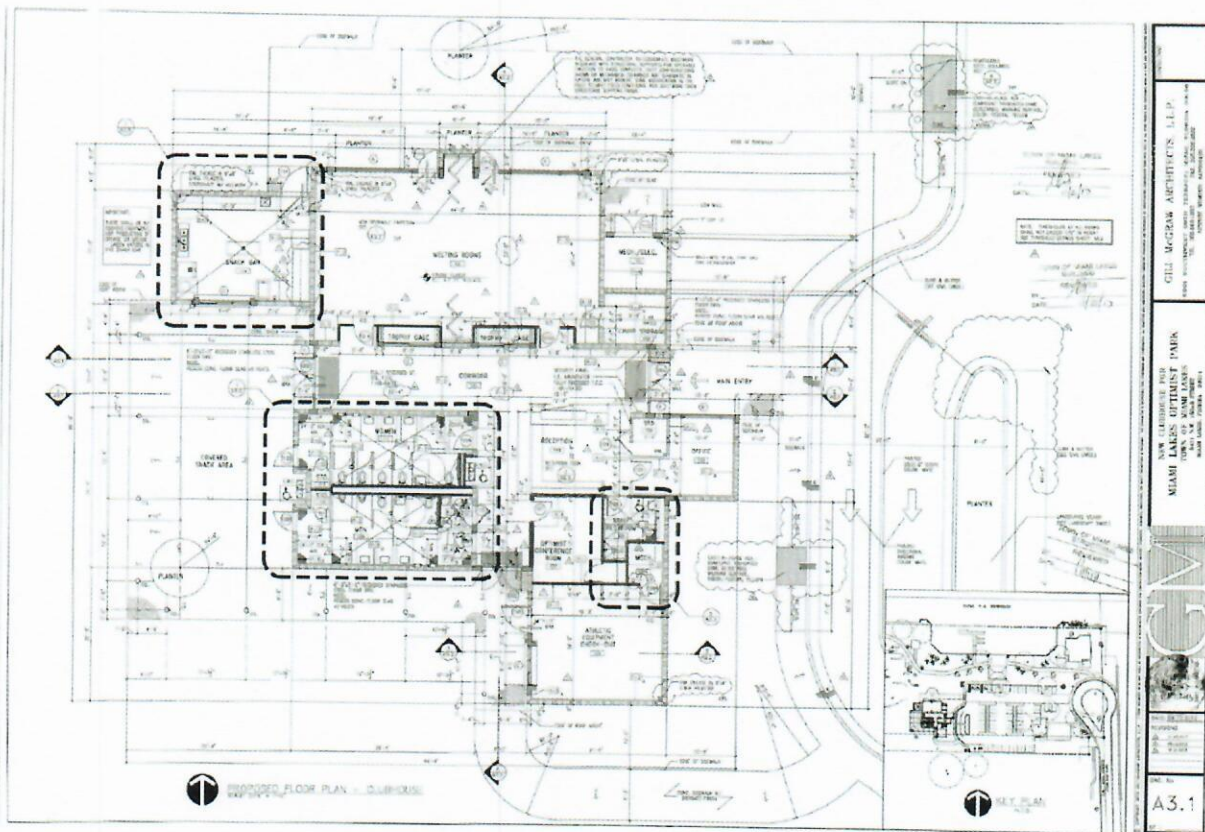
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

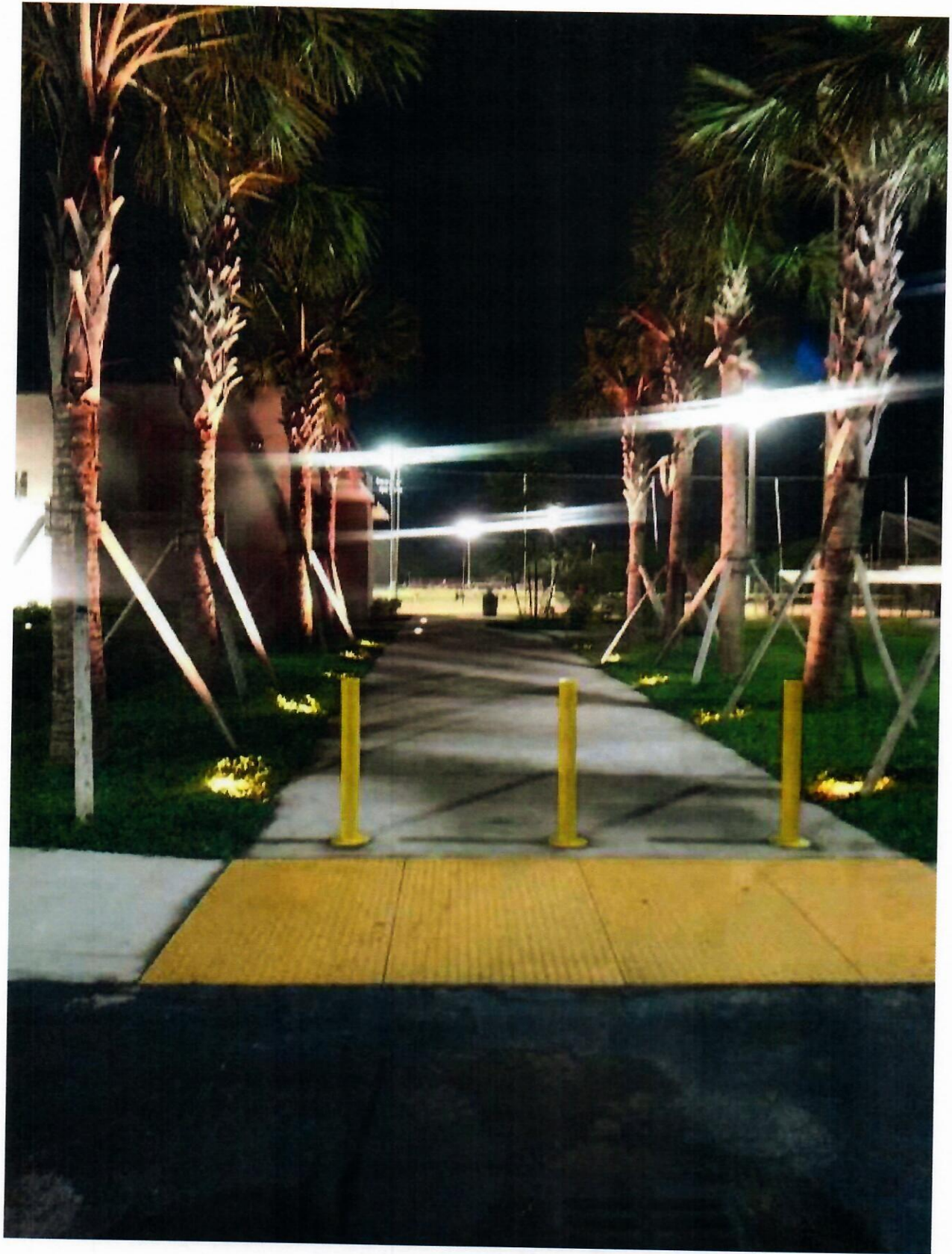
SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

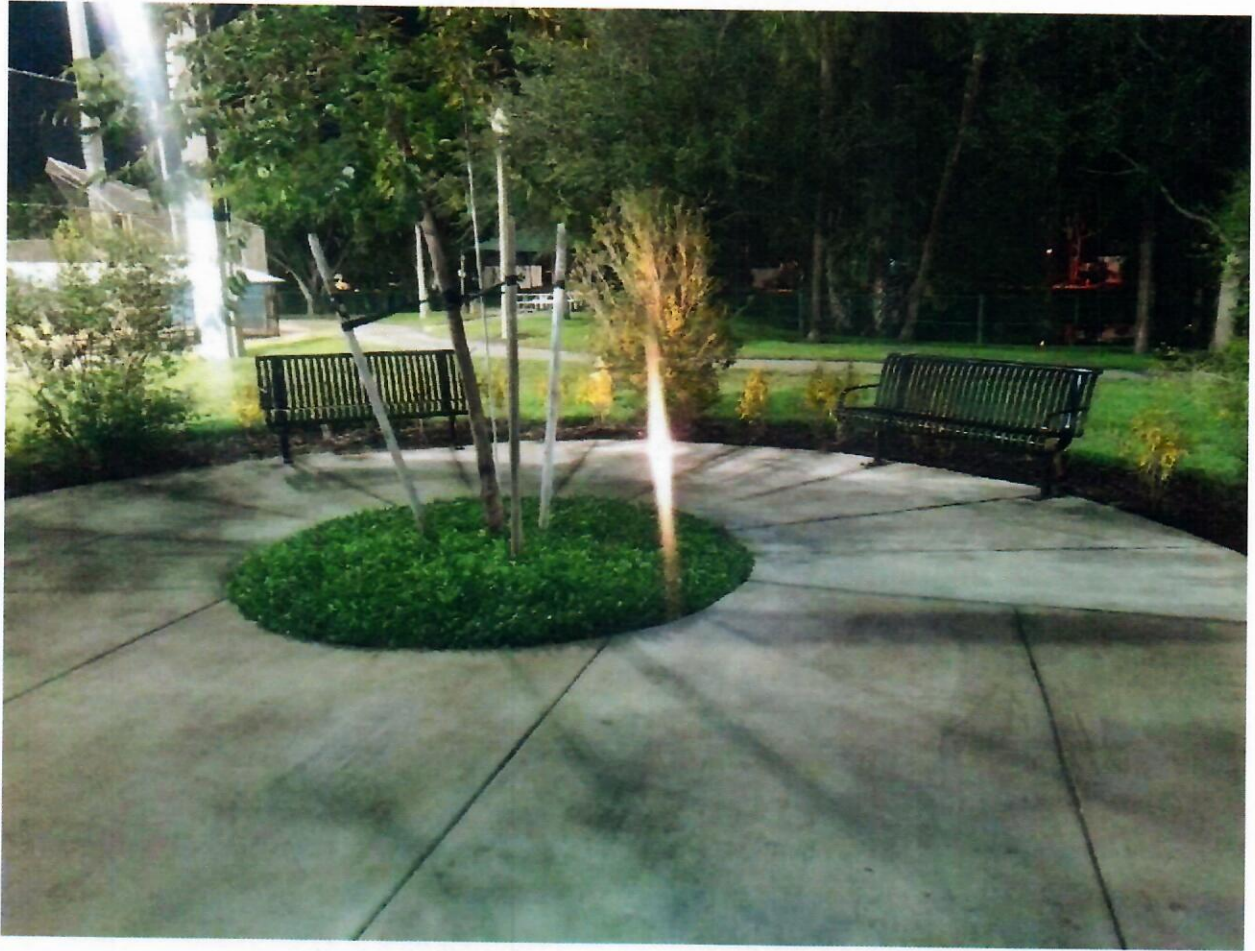
Exhibit 1







Artwork for the Optimist Park Clubhouse



Minoso

- Miami Lakes optimist park, Miami lakes FL •

2018

- Description

The Sculpture is a representation of the American Baseball Player. Measures approximately 8' H x 4' W x 4' D. The Sculpture will be welded to two Stainless steel bases that will be screwed and reinforced to the concrete ground. The sculpture will also include a set of wings on the baseball player, an element which aims at transcending just the image of an athlete and sports. The wings will play on the sense of freedom and flight.

With this piece I am representing the real American sport. The history of baseball in the United States can be traced to the 19th century, when amateurs played a baseball-like game by their own informal rules using homemade equipment. With this piece I'm also honoring one of the best players in Baseball history Cuban American Minnie Minoso (November 29, 1925 – March 1, 2015).

My main goal is to create a stopping point where everyone can take a picture and enjoy this area. The sculpture will improve the design of the park while reminding you of the importance of sports. It will also generate a nice view from the clubhouse.

- Materials

The proposed sculpture will be made out of Stainless Steel. This material lasts forever and requires very little maintenance, just cleaning once in a while.

- Lightning

The illumination for the sculpture will be used from the floor location enhancing the lightning to fulfill the objective. The main goal is enhancing the sculpture during night creating a dynamic combination of light and shade, of color and hues, generating an unpredictable effect.

- Installation.

The installation will take one day. The sculpture will be transported from Miami. The Sculpture will be already welded to the bases and ready to be screwed (and reinforced) to the ground. It can take approx. four hours.

- Budget

This budget includes all the costs of the work from planning to execution and installation of the sculpture. Model will be done to scale 1" =1'-0").

Total Price of the Sculpture: \$21,000.00

Above Amount will be Payable in Three (3) Installments:

1• \$7,000.00 once final concept (sculpture with the additional element of wings) is designed and approved.

2• \$7,000.00 once 100% design is completed and fabrication is 50% complete

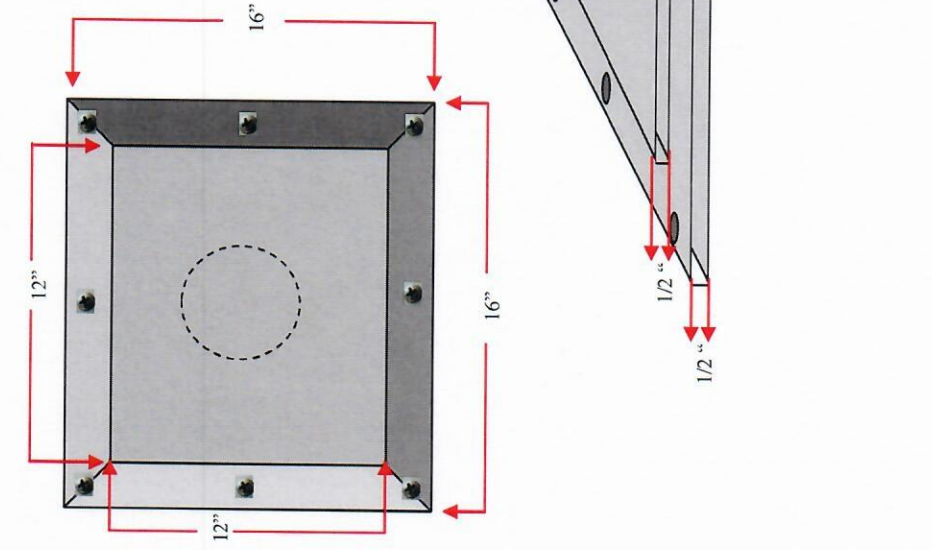
3• \$7,000.00 once sculpture is installed and completed.

- Timeline

The estimated timeline for completion is four months after the contract is executed.

Miami Lakes Optimist Park Clubhouse, Miami Lakes FL. Stainless Steel Sculpture Base Details

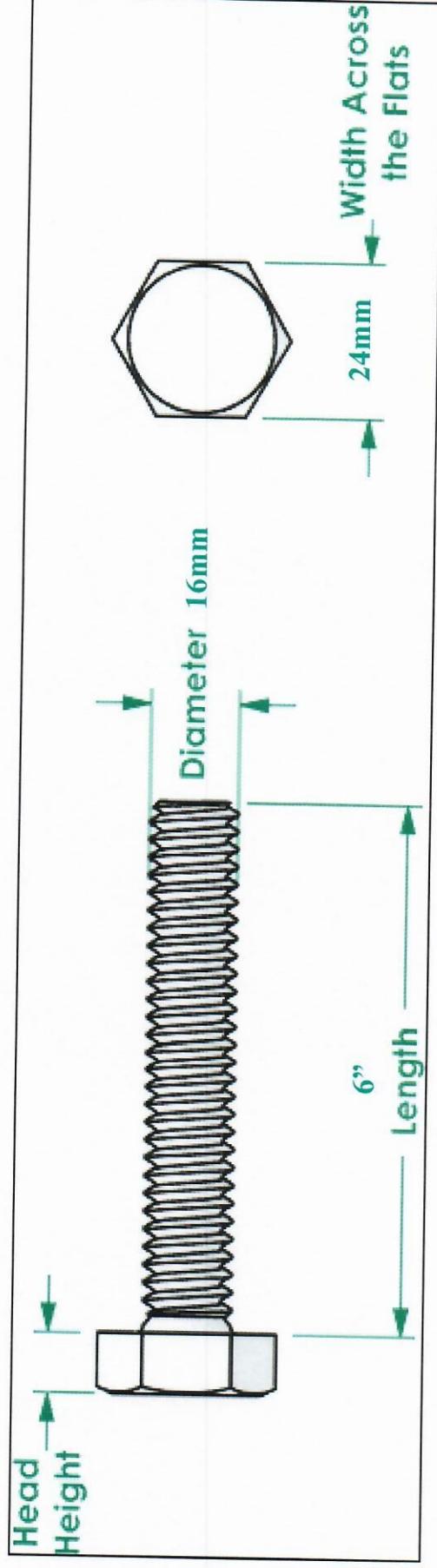
The sculpture will be welded to 2
(Two) Stainless Steel Bases.
Attached details.



RAFAEL CONSUEGRA

SCULPTOR

Metric tap bolts, Stainless steel A-2, 16mm x 2.0mm x 150mm



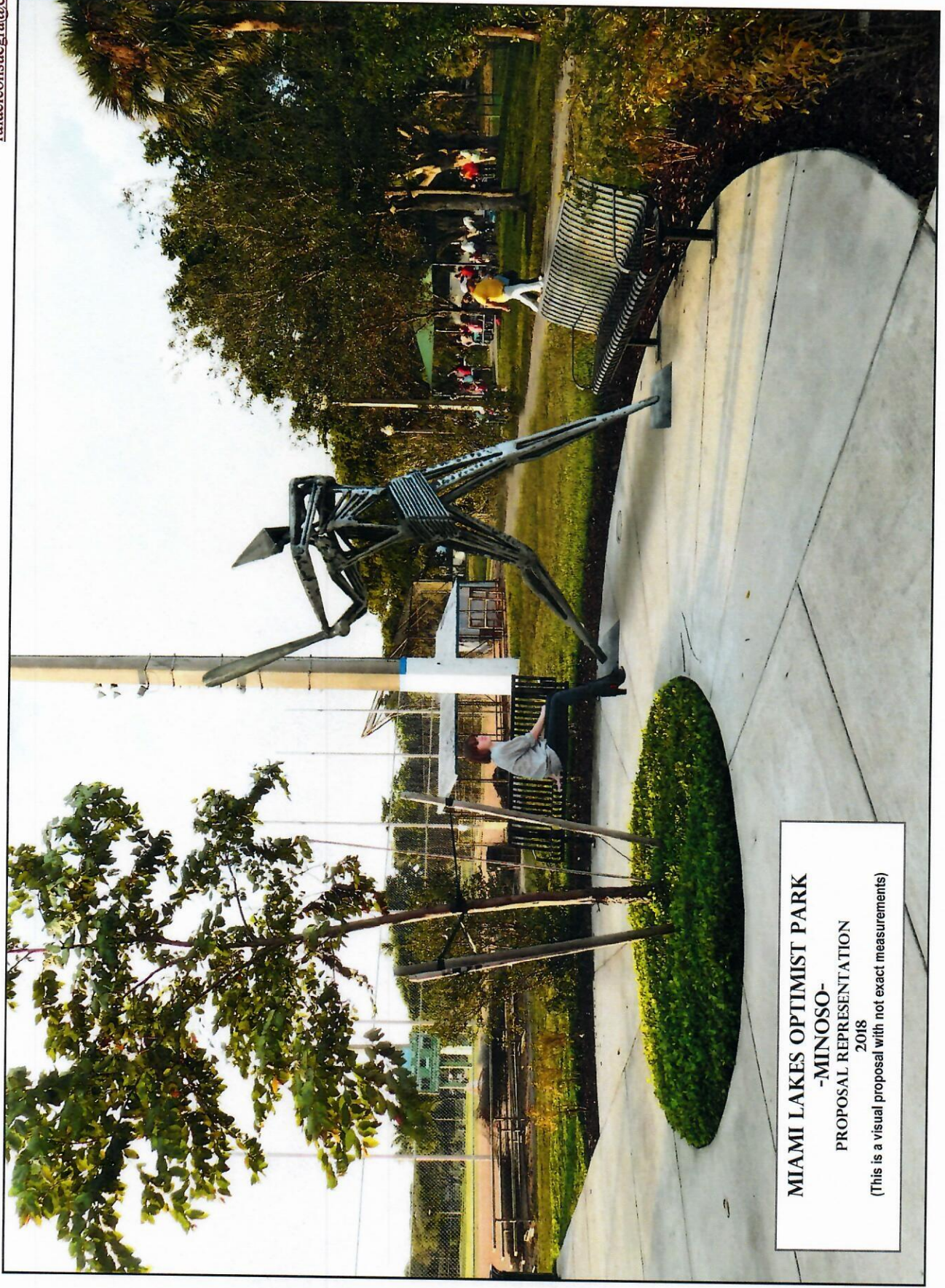
RAFAEL CONSUEGRA Sculptor
4401 SW 75th Ave, Unit Bay # 8
Miami, FL 33155
Cell. (786) 351 6532
Off. (305) 261 6169
www.RafaelConsuegra.com
rafaelconsuegra@comcast.net
Paolamarino1@gmail.com
Facebook.com/Sculptorrafaelconsuegra



RAFAEL CONSUEGRA

SCULPTOR

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rafaelconsuegra@comcast.net



MIAMI LAKES OPTIMIST PARK
-MINOSO-
PROPOSAL REPRESENTATION
2018
(This is a visual proposal with not exact measurements)

Call to Artists – Miami Lakes Optimist Park Clubhouse

Project: Miami Lakes Optimist Park Clubhouse Public Art Project

Budget: \$21,200

Location: Miami Lakes Optimist Park, 6411 NW 164th Street, Miami Lakes, FL 33014

Deadline: Friday, August 4, 2017 (11:59 PM)

Eligibility: Open Call to all professional artists residing in Miami-Dade County. Town of Miami Lakes resident artists are encouraged to apply. *Applications from architects, landscape architects or other design professionals will not be considered unless included as part of a professional artist-led team.*

The Town of Miami Lakes requests qualifications from professional artists to design an outdoor public art piece, preferably interactive, that artistically enhances the existing architecture and complements the use and vision of the new Miami Lakes Optimist Park Clubhouse and existing surrounding park.

PROJECT DESCRIPTION

Miami Lakes Optimist Park Clubhouse

6411 NW 162nd Street, Miami Lakes, FL 33014

The Miami Lakes Optimist Park Clubhouse will be a state-of-the-art, modern building that will provide the Town with indoor public recreational space and serve as a home for the Miami Lakes Optimist Club, a not-for-profit and volunteer-run organization that has served the Miami Lakes community since 1968 providing quality sports and enrichment programs such as basketball, baseball and softball, flag football, journalism, and scholarship opportunities. The Clubhouse, a 5,000 square-foot multipurpose facility will include multi-purpose rooms, a concession stand, and administrative offices. The facility will also include a Miami Lakes Sports Hall of Fame, which will commemorate professional sports figures from the Miami Lakes area.



The new Clubhouse replaces an older clubhouse and is a brand-new addition to the existing Miami Lakes Optimist Park. The color palate of the outside of the building is intended to create a fun, positive, vibrant, energetic and a modern feel. A picture of the Clubhouse is shown to the left. The Clubhouse will serve as a meeting space for the Miami Lakes Optimist Club and will provide space for Town community and recreational programs. The building is located within a park that features four baseball fields, 1 softball field, 2 flag football fields, 4 outdoor basketball courts, 4 outdoor tennis courts, ¼ mile lighted walking path, three picnic pavilions, 3 batting cages, a marina for fishing, and a Boundless Playground.

Opportunity for Public Art



Interior Artwork in the Breezeway Entrance of the Building

The Town of Miami Lakes seeks to commission a professional artist to design outdoor art, preferably interactive, that artistically enhances the existing architecture of the Clubhouse and complements the use and vision of the Clubhouse and surrounding space and park. The artwork should be a fun, exciting, energetic, and preferably interactive piece that adds visual character to the building and park. It may incorporate lighting features. The location of the proposed artwork is shown to

the left and below, marked in red. Attached is a site plan.

The artist is responsible for fully developing artwork within the allocated budget which must be inclusive of design, engineering, fabrication, installation, electrical access, permitting, and any other cost associated with the implementation of the art project.



Estimated Project Schedule

Application Deadline:	Friday, August 4, 2017 (midnight)
Initial PAC Meeting:	August 7 - 11, 2017 (1 day)
Shortlisted artists notified/design proposal begins:	August 14- 18, 2017
Artists Orientation Meeting:	November 22, 2017
Finalist Interviews, Proposals and Recommendations:	August 1, 2018
Approval of Town of Miami Lakes	September 4, 2018
Selected Artist Begins Full Design Development	September 5, 2018
Selected Artist 100% Design	First week of October 2018
Selected Artist Fabrication Substantially Complete	End of December 2018
Selected Artist Installation Begins	Beginning of January 2019
Selected Artist Completion of Project	February 2019

Please note, this is a time-sensitive project, and therefore, it is critical for artists applying to this Call to have the ability to adhere to this very tight schedule. Anyone applying to the Call will be expected to comply with advertised deadlines.

Professional visual artists that demonstrate innovative, contemporary and creative approaches in addressing permanent, site specific works are encouraged to apply. Town of Miami Lakes resident artists are encouraged to apply. *Town of Miami Lakes employees, as well as selection*

panelists and panelists' immediate family members, are excluded from participation in this public art project.

ABOUT THE TOWN OF MIAMI LAKES

The Town of Miami Lakes incorporated in December 2000 and became the 31st municipality in Miami-Dade County. Known as one of the youngest cities in Miami-Dade County, Miami Lakes is home to over 29,000 residents and is 6.5 square miles. The Town of Miami Lakes is known as a vibrant and beautiful town with a "Growing Beautifully" theme consisting of parks, tree-lined streets and a hometown atmosphere. True to its name, there are 23 lakes nestled within neighborhoods in the Town. There are numerous opportunities to enjoy the outdoors with over 100 neighborhood parks situated within walking distance of every neighborhood. The mission of the Town of Miami Lakes is to strive to be a friendly, peaceful and beautiful town where residents and business leaders take pride in where they live, work, and play. The Town of Miami Lakes was named a Playful City USA for 9 years in a row, a Tree City USA for 10 years in a row, a 2010 and 2013 All-America City Finalist, and one of the 100 Best Communities for Young People in 2012. The Town offers over 75 recreational and community programs for the community and a variety of youth athletic programs in partnership with youth sports providers.

ARTIST SELECTION PROCESS

Selection Process It is anticipated that a small member group of arts professionals drawn from a Professional Advisory Committee (PAC) convened by the Town of Miami Lakes will identify a small number of finalists who will be paid a \$500.⁰⁰ honorarium to develop specific proposals prior to final selection. The primary criteria for finalist selection will be previous artistic accomplishment as demonstrated in images of previously completed artwork, public art experience, and/or initial approach to the project as demonstrated in the preliminary statement. If appropriate, the PAC reserves the right to recommend artists directly from initially submitted applications.

HOW TO SUBMIT YOUR WORK

Application Deadline: FRIDAY, August 4, 2017, 11:59PM

Submissions must be received as a complete application in Submittable by no later than the deadline. All materials will be submitted online, via Submittable. There is NO application fee to apply or to use the Submittable online application system. To view the application and submit, visit the Art in Public Places website and navigate to Calls for Artists: <http://www.miamidadepublicart.org/#artists-calls>. For general Information about how to create or use a Submittable account, visit <http://help.submittable.com/knowledgebase/articles/225218-how-do-i-submit>.

- I. **Please submit ten (10) images of previously completed work.** Please accurately identify medium, dimensions, date, location, client/agency, size, budget, completion date, and a brief written description. The Submittable system will prompt you to enter this information with each uploaded image. NOTE: Artists who work in video, sound, installations and kinetic sculpture may submit a 3 minute video, audio or dynamic media file in lieu of still images to further describe their work. Artists must submit a complete

the application and upload a video file representing the visual component of the work to Submittable.

- II. **Artist Statement**
- III. **CV**

ELIGIBILITY

The project is open to experienced professional visual artists residing in Miami-Dade County. Town of Miami Lakes resident artists are encouraged to apply.

ADDITIONAL INFORMATION

For additional information on this project, or for a copy of this notice in an alternate format, contact Jeremy Bajdaun, Town of Miami Lakes Parks & Athletics Manager, at 305-364-6100 ext 1239, or Bajdaunj@miamilakes-fl.gov.