



VILLAGE OF KEY BISCAINE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Genaro "Chip" Iglesias

DT: September 6, 2007

TO: Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias, Village Manager

RE: Funding Strategy for the Bedia Artwork Project

A large, handwritten signature in black ink, which appears to be "Genaro", is written over the "FR:" and "RE:" lines of the memo.

RECOMMENDATION

On September 4, 2007 the Art in Public Places Board recommended that the Village Council accept the Bedia Artwork approve the funding strategy as set forth below.

It is recommended that the Council consider this request

EXPLANATION

On September 9, 2007, the Village Council approved the attached Agreement with Jose Bedia (NKISI, Inc.) to produce five (5) designs for artwork for the Village's Art Collection and supervision of the work as it is constructed. The artwork will be constructed on the Crandon Boulevard sidewalk at the following locations:

1. NW corner of W. Mashta Drive
2. SE corner of Mashta Drive
3. NE corner of Seaview Drive
4. SE corner of Seaview Drive
5. NE corner of W. Wood Drive

The total construction cost was estimated at \$ 60,000 which consisted of construction fees of \$20,000 and the design, prototype production, and preparation of fabrication standards and fees of \$40,000.

The original project was artwork etched into the concrete sidewalk. During the design process, the artwork evolved into a different project with substantial upgrades in materials that include terrazzo with zinc borders. Artistic Surfaces has determined the construction cost of \$191,381.00 for 3,543 sq. ft. of artwork. The construction cost is valid for 80 days.

Our Agreement anticipated this situation and required the Board to develop a funding strategy which is set forth in the attached spreadsheet. The strategy includes allocating the funds (\$75,000) that were set aside in prior years for artwork in Village Hall towards the Bedia project as our Agreement with Bedia includes five (5) drawings. The five (5) Bedia drawings will be owned by the Village and exhibited in Village Hall.

FUNDING STRATEGY FOR THE BEDIA ARTWORK

CURRENT FUNDING FOR ARTWORK

Surplus in the FY07 Art Board Education and Cultural Programs Budget	\$ 10,555
Construction budget in the Agreement	\$ 20,000
Allocation of Funded Artwork for Village Hall to this Project	\$ 75,000
SUBTOTAL	\$ 105,555

SUPPLEMENTAL FUNDING

FY 08 Budget Request	\$ 75,000
Donation from Committee Members	\$ 10,826
SUB TOTAL	\$ 85,826

TOTAL FUNDING **\$ 191,381**

The Village will provide in-kind Public Works and security services.

The Walsh Group, Inc.

Artistic Surfaces

4100 North Powerline Road, Suite Y-2, Pompano Beach, Florida 33073 Tel: 954.968.1700 Fax: 954.970.7431
www.ArtisticSurfaces.com

Fred Snitzer Gallery
2247 NW 1st Place
Miami, FL 33127
To: Fred Snitzer

September 4, 2007

Tel: 305.448.8076
Fax: 305.573.5810

Proposal revision 7

Crandon Boulevard Improvements Phase II Village of Key Biscayne, FL

Gentlemen,

We are pleased to submit to you our proposal to supply and install all 1/2" thick Acid washed and Ground Terrazzo, as shown on plans (5 Areas - 3,543 s.f.) as prepared by C3TS, Architects and Art Work proposed by Fred Snitzer.

All materials is guaranteed to be as specified and the above work to be performed in accordance with all drawings and specifications.

Lump Sum Price: \$ 191,381

Qualifications:

- 1 Artistic Surfaces is a member of NTMA, an installer requirement in accordance with specifications.
- 2 Substrate preparation is limited to shot blasting or grinding the substrate under terrazzo floor only.
- 3 Slab repairs and demolition are not included.
- 4 Mudbed is excluded. We will float existing concrete to create a flat surface. Surface must be within 1/4" in 10'.
- 5 On site provisions for the disposal of trash / debris/ terrazzo grinding residue shall be provided by others.
- 6 Terrazzo residue will be placed in the dumpster, furnished by others.
- 7 Power Requirements: 220 - 230 Volts single and 3 phase, 100 Amp Breaker. 480 Volts, 3 phase 100 Amp. with 5 hook ups and disconnects within 150 FT. of our working area, by others. Water must also be available.
- 8 After Hours work, not included.
- 9 Terrazzo floor protection is not included, per specs. All other protection of completed work and final cleaning to remove general construction dirt shall be by others.
- 10 Aggregates are considered standard, from the East Coast. (Ten)10 % of Exotic aggregates is included.
- 11 Our proposal includes only (1) mobilization.
- 12 Our proposal includes the production of CAD File for our own use for layout.
- 13 This proposal includes only 5 areas of art work.
- 14 Metal work will be Zinc.

Payments to be made as follows; 30% deposit, Balance progressively.

Please contact the undersigned for any comments or questions. We are at your service.

This proposal is subject to acceptance within eight (80) days from its date and is void hereafter at the option of the undersigned.

Respectfully,


Daniel Benicage,
Project Manager

Artistic Surfaces
E07-012

*** Acceptance of Proposal ***

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Payments will be made as outlined above.

Dated the _____ Day of _____ 2007.

Signature: _____

Firm: Fred Snitzer Gallery

BEDIA PLAZAS – CRANDON BOULEVARD

Public art has become a significant component of urban development in numerous cities across the United States. Artists have been invited to bring their creativity and vision to buildings and public venues, ranging from parks to bridges, providing a sense of place and highlighting the cultural profile of communities.

Jose Bedia's floor designs for a series of pocket plazas along Crandon Boulevard will enhance the walking experience for residents and visitors alike. His images commemorate the sea and the island's fauna – manatee, manta ray, anhinga the bird, butterflies and barracuda– in colorful, dynamic designs. These images are site-specific 'murals' to be walked upon and enjoyed as pedestrians move around them. They will be made of brightly colored terrazzo, contrasting with the boulevard's pink concrete sidewalks. The plazas are located at the intersections of Crandon Boulevard and West Mashta, Seaview and West Wood Drives.

Bedia is known for his images inspired by the cultures of Native Americans and other indigenous people. He is renowned internationally, and his work has been exhibited in important venues like the Venice Biennale and the Museum of Modern Art in New York. His floor designs for the Carnival Center have received wide acclaim and considerable coverage in newspapers, magazines and other media.

The Art in Public Places Board is committed to carry out this significant project with the support of the Village Council. South Florida has become a major cultural center with active public art programs in Miami Dade County and numerous communities. As it evolves, Key Biscayne's Art in Public Places program will continue to present and celebrate contemporary culture and art.

Monaco Reflecting Pools artist gaining national recognition

By **KELLY JOSEPHSEN**
kjosephsen@islandernews.com

Art in Public Places members focused on both short- and longer-term projects at their last meeting, discussing an exhibition that will start next month and a sidewalk installation for which progress depends on obtaining the necessary funding.

At their Tuesday, August 7 meeting, Committee members also discussed their first public art installation, the *Monaco Reflecting Pools*, and the skyrocketing career of *Pools* artist Sarah Morris.

Matheson exhibition

Art in Public Places consulting artist Cesar Trasobares said plans are moving along well for an exhibition of black-and-white and sepia photographs donated by committee member Joan Matheson and husband Finlay, whose family goes back generations on the Key. The photos depict the former Matheson house and coconut plantation, located on the tip of Mashta Island.

The house was heavily damaged during the 1926 hurricane, and was demolished soon after.

"It is such a shame that we don't have this beautiful structure and its environs as part of our island heritage," Art in Public Places Chairwoman Veronica Scharf-Garcia told *The Islander News*. "It is uncanny how when we look at these images, Mashta House would be a very modern mansion today."

But Scharf-Garcia promised the photos that were graciously donated by the Mathesons – 17 of the home and 30 of the plantation buildings – are the next best thing.

"The photographs give us a visual testimony of such an important slice of Key Biscayne history. Cesar Trasobares has done a great job of selecting these images," she said, adding the pictures

show a home that is "rich in wonderful architectural details, furniture and decor."

At the exhibition, which starts next month at the Community Center and will be free, the photos will be accompanied by text written by local historian and author Joan Gill Blank.

The exhibition will likely run through the end of the year, but the photos themselves will become part of the Village's permanent collection. One set will be framed and displayed, Scharf-Garcia said, and another complete set will be stored safely in a special archival box, each one inside a handling folder.

Bedia installation

While the exhibition will kick off shortly, another big Art in Public Places project, sidewalk installations by renowned South Florida artist Jose Bedia, will have to wait for funding to fall into place.

The installations, which will use bright terrazzo to depict images of native creatures, will be installed right in the pavement of five mini-plazas on the south end of Crandon Boulevard.

Trasobares said committee members spent time August 7 discussing their funding options, and will most likely go with "a combination of private fund-raising, some funding from the Village and other options."

Art in Public Places has received a firm bid of \$60,000 for doing two of the plazas at Seaview Drive, so Trasobares said they might decide to move forward with those plazas to at least kick off the project, which is expected to cost about \$185,000 in its entirety.

"If we aren't able to get all the money we need, we can get enough to get those two done. It will show how beautiful the pieces are, and with that in hand we'll have a better path to move forward."

Trasobares added the plazas will be part of the committee's funding request at the

Village Council's budget hearings in September. He explained the board might try seeing how far they can get by raising private money, then request matching funds from the Village.

In the meantime, Crandon Boulevard Master Plan construction officials will finish off the plazas with a temporary concrete shell that can be removed easily. Crandon consultant Ramon Castella also directed crews to go ahead with planting shrubs and other foliage around the plazas.

The only landscaping that will wait is the large palm trees that are set to adorn each plaza. Placement of the palms depends on Bedia's images, and Crandon officials also don't want to plant any trees until after the Hurricane Season ends November 30.

Reflecting Pools

Finally on August 7, Art in Public Places members discussed the success of artist Sarah Morris, who designed the Village's first public artwork, the *Monaco Reflecting Pools* in the McIntyre Street oval.

Art in Public Places member Gloria Kahn recently returned from a trip to New York City, where she visited Morris' acclaimed exhibition at the Guggenheim Museum.

Kahn described how banners advertising Morris' Guggenheim exhibition lined the city's famed Fifth Avenue, and noted Morris' films on Miami, New York, Las Vegas, Washington D.C. and Los Angeles played throughout the day at the world-famous museum.

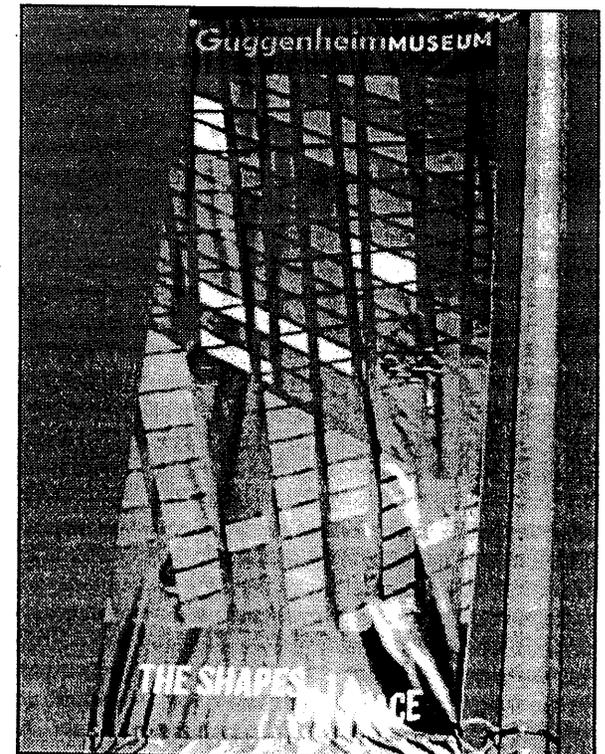


Photo courtesy Gloria Kahn

Banners advertising artist Sarah Morris' exhibition at the Guggenheim Museum fill the streets of New York City. Members of Key Biscayne's Art in Public Places committee are excited to see Morris attracting such success, as her *Monaco Reflecting Pools* are the Village's first public art installation.

Kahn added the recognition Morris is getting in New York City and elsewhere speaks volumes for the Key's installation: "It is so important for Key Biscayne that we have something so special here."

Indeed, Morris is also drawing press for her film about the upcoming 2008 Beijing Olympics.

Morris' success reflects well on Key Biscayne's installation, Trasobares agreed: "The board members are very excited about that; excited that we have such a world-class artist in our midst."

RESOLUTION NO. 2007-1

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; CONCERNING JOSE BEDIA ARTISTIC PROJECT (THE "ART PROJECT") TO BE INSTALLED IN CONNECTION WITH THE VILLAGE'S CRANDON BOULEVARD PHASE III PROJECT; PROVIDING FOR AUTHORIZATION OF THE ART PROJECT; APPROVING PROFESSIONAL SERVICES AGREEMENT FOR THE ART PROJECT; PROVIDING FOR IMPLEMENTATION OF THE ART PROJECT; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Art in Public Places Board (the "Board") reviewed artists in the process of making a recommendation for the design of art work to be installed at selected plazas along Crandon Boulevard, based on the art project site selection criteria approved pursuant to Village Council Resolution 2003-38; and

WHEREAS, the Board has recommended that the Village authorize the design, construction and implementation of an artistic Art in Public Places project (the "Art Project") entitled "Jose Bedia Artwork " as designed by Jose Bedia; and

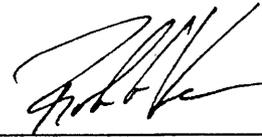
WHEREAS, funding for the Art Project is provided through the Permanent Artwork line item of the General Fund budget, and by the Crandon Phase III Project budget (for related concrete work) and, if necessary, through supplementary donations; and

WHEREAS, the Art Project serves to implement the provision of works of Art in Public Places as envisioned by Village Code Section 2-141; and

WHEREAS, the Village Council finds that the implementation of the Art Project at Crandon Boulevard is in the best interest of the Village; and

WHEREAS, the Village Council finds that the professional services of Jose Bedia are exempt from competitive purchasing procedures pursuant to Village Code Section 2-87(2), and finds

PASSED AND ADOPTED this 9th day of January, 2007



MAYOR ROBERT L. VERNON

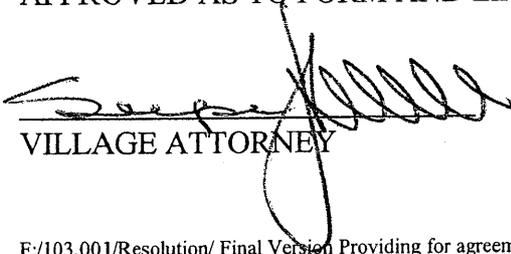
ATTEST:



CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY



VILLAGE ATTORNEY

JOSE BEDIA

1959 Born in Havana, Cuba
1993 Emigrated to the United States
Lives and works in Miami

SELECTED SOLO EXHIBITIONS

- 2006 Jose Bedia: The State of Things, Fredric Snitzer Gallery, Miami, FL
- 2005 José Bedia: Fieldworks, Fredric Snitzer Gallery, Miami, FL
- 2004 Jose Bedia, Works from 1990-2004, Museum of Contemporary Art, Panama City, Panama
Estremecimientos, Museo Extremeno e Iberamericano de Arte Contemporaneo, Badajoz, Spain
Jaguar y la Anaconda, Fredric Snitzer Gallery, Miami, FL
- 2003 Recent Work, Lucia de la Puente, Lima, Perú
Recoleta, Centro Cultural, Buenos Aires, Argentina
Ultimo fruto de temporada, Iturralde Gallery, Los Angeles, CA
You Had to be There, Fredric Snitzer Gallery, Miami, FL
Nsila - El Camino: Jose Bedia and the Spirit's Path in Congo Art, Cantor Art Center, Stanford University, Palo Alto, CA
Ultimo fruto de temporada, Iturralde Gallery, Los Angeles, CA
- 2002 José Bedia, Gallagher Gallery, Royal Hibernian Academy, Dublin, Ireland
Fieldwork/José Bedia, Centre Gallery, Miami-Dade Community College, Miami, FL
Klaus Steimetz Arte Contemporaneo, San Jose, Costa Rica
The Transportable Cultural Hero, site-specific installation, Laumeier Sculpture Park, St. Louis, MO
A Selection of Works by José Bedia, Laumeier Sculpture Park, St. Louis, Missouri
Blanco Espiritual, Museo de Bellas Artes de Granada, Palacio de Carlos V, Spain
Proverbs, Fredric Snitzer Gallery, Miami, FL
- 2001 Annina Nosei Gallery, New York
Condicion Visionaria (Visionary Condition), Iturralde Gallery, Los Angeles, CA
Works on Paper, Galeria Ramis, Barquet, New York
Back in Africa, Fredric Snitzer Gallery, Miami, FL
Elson Artist-In-Residence Project, Addison Gallery of American Art, Andover, MA
2000 Galería Joan Prats, Barcelona, Spain
FIAC 2000, Solo exhibition, Galeria Ramis Barquet, New York
Annina Nosei Gallery, New York
José Bedia: Rodeado de Mar, Contemporary Art Center of Virginia, Virginia Beach
Things We Need, George Adams Gallery, New York

FREDRIC SNITZER GALLERY
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- 1999 Jose Bedia, Galerie Nathalie Obadia, Paris, France
 Jose Bedia, Galeria Ramis Barquet, New York, NY
 Jose Bedia, Annina Nosei, New York, NY
 Jose Bedia, The Art Museum, Florida International University, Miami, FL
- 1998 20/21: Jose Bedia, Joslyn Art Museum, Omaha, NB
 Objetos de Trueque, Fredric Snitzer Gallery, Miami, FL
 I Bienal de Lima, Peru
 Cronicas Americanas, Museo Rufino Tamayo, Mexico City, Mexico
 The Island, The Hunter and The Prey, Edwin Ulrich Museum of Art,
 Wichita, KS
- 1997 Historia de Animales, Fredric Snitzer Gallery, Miami, FL
 Objects and Installation, George Adams Gallery, New York, NY
 Cronicas Americanas, Museo de Arte Contemporaneo, Monterrey, Mexico
 (MARCO)
 Jose Bedia: La Isla, El Cazador y la Presa (The Island, the Hunter, and
 the Prey), SITE,
 Santa Fe, NM
 Jose Bedia, Der Brucke Arte International, Buenos Aires, Argentina
- 1996 Mi Esencialismo, Hyde Gallery, Trinity College, Dublin, Ireland
 Porin Tademuseo, Pori, Finland; George Adams Gallery, New York, NY
 New Drawings, Fredric Snitzer Gallery, Coral Gables, FL
- 1995 Round Things, Museum of Art, Fort Lauderdale, FL
 Mundele Quiere Saber, Fredric Snitzer Gallery, Coral Gables, FL,
 Terrace Gallery, Orlando
 City Hall, FL
- 1994-5 Donde Vengo, organized by ICA, University of Pennsylvania,
 Philadelphia; traveled to Center
 for the Fine Arts, Miami and Museum of Contemporary Art, San Diego
- 1994 Casi Todo lo que es mio, Fredric Snitzer Gallery, Coral Gables, FL
 Thomas Cohn Arte Contemporanea, Rio de Janeiro, Brazil
 InSITE94: A Bi-National Exhibition of Installation and Site Specific
 Art, site specific installation in San Diego train station
 Frumkin/Adams Gallery, New York, NY
 Sao Paulo Bienal, Invitational Installation, Brazil
- 1993 La Isla en Peso, Galeria Nina Menocal, Mexico City, Mexico
 Fabula, Galeria Fernando Quintana, Bogota, Colombia
- 1992 Frumkin/Adams Gallery, New York, NY
 Brevisima Relacion de la Destruccion de las Indias, Installation at the
 Museo de Arte Contemporaneo Carillo Gil, Mexico City, Mexico
 Frumkin/Adams Gallery, New York, NY
 El Hombre de Hierro, Galeria Curare, Mexico City, Mexico
 Frumkin/Adams Gallery, New York, NY
- 1991 IV Havana Bienal, Los Presagios, Havana, Cuba
 Frumkin/Adams Gallery, New York, NY

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- 1990-91 Sueño Circular, Ninart Centro de Cultura & Galeria Ramis Barquet,
Mexico City, Mexico
Forest City Gallery, London, Canada
- 1989 Viviendo al Borde del Rio, Castillo de la Fuerza, Havana, Cuba; Galeria
Angel Romero, Madrid, Spain
Final del Centauro, Castillo de la Fuerza, Havana, Cuba
- 1987 Tres Visiones del Heroe, Castillo de la Fuerza, Havana, Cuba
- 1986 Galeria Angel Romero, Madrid, Spain
Cronicas Americanas III, Centro Wifredo Lam, Havana, Cuba
Metropolitan Museum of Manila, Philippines
- 1984 Presistencia del Uso, Museo Nacional de Bellas Artes, Havana, Cuba
- 1982 Cronicas Americanas II, Casa de la Cultura, Plaza, Havana, Cuba
- 1980 Cronicas Americanas I, Casa de la Cultura, Plaza, Havana, Cuba

SELECTED GROUP EXHIBITIONS

- 2004-5 Kongo Kingdom Art: From Ritual to Cutting Edge, Guangdong,
Canton; travelling to Shanghai; Beijing, Peking; Taipei, Taiwan; and
Tai-Chung, Taiwan
- 2004 Erase una vez en México, Instituto de México Miami, South Miami, FL
- 2003 10 Floridians, Miami Art Central, Miami, FL
Draw! Draw! Draw!, Fredric Snitzer Gallery, Miami, FL
Stranger in the Village, The Museum of Modern Art at Guild Hall, East
Hampton, NY
Dream Spaces, Deutch Bank Lobby Gallery, New York, NY
Drawing Conclusions, Buena Vista Building, Miami, FL
- 2002 Reality and Figuration The Contemporary Latin American Presence, Boca
Raton Museum of Art, FL The First Encounter of Latin-America and South
Florida Art at Seravezza, Medici Palace, Italy
- 2001 Globe>Miami<Island Bass Museum of Art, Miami Beach, FL
Face of the Gods The Art Museum, Florida International University,
Miami, FL
- 2000 Contemporary Narratives in American Prints Whitney Museum of Art,
Champion, NY
- 1999 Phantoms: Tsibi Geva and José Bedia, Art Focus 3, Jerusalem
Animal, Anima, Animus, P.S. 1, Long Island City, NY
Today and Everyday, Galeria Ramis Barquet, New York, NY
- 1998 Loin de Cuba, Musee des Tapisseries, Aix-en-Provence, France
Animal, Anima, Animus, Museum of Modern Art, Amhen, Holland

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- I Bienal Internacional de Arte Cumana, Museo de Arte Contemporaneo de Cumana, Venezuela
 Collective Mural for the UNESCO Project, Port au Prince, Haiti
 Animal, Anima, Animus, Porin Taidemuseum, Pori, Finland
- 1997 Art on Paper, Weatherspoon Art Gallery, Greensboro, NC
 Breaking Barriers, Museum of Art, Ft. Lauderdale, FL
 Caballos: Political Animals, George Adams Gallery, New York, NY
 Contemporary Art from Miami, Allen Memorial Art Museum, Oberlin College, OH
 Mixing Business with Pleasure, Sawhill Gallery, James Madison University, Harrisburg, VA
 Caribbean Visions: Contemporary Painting and Sculpture, organized by Art Services International, traveled to Center for the Fine Arts, Miami, FL; New Orleans Museum of Art, LA; Brooklyn Museum, NY; Wadsworth Atheneum, Hartford, CT
- 1996 1996 Art Collector's Show, Arkansas Art Center, Little Rock, AK
 Dream Collection Gifts, Part 1, Miami Art Museum, FL
 Going Places, George Adams Gallery, New York, NY
 Modern Miniatures: The Redefining of the Small. Brewster Art Limited, New York, NY
 Myth, Memory, Madness, Judy Ann Goldman Fine Art, Boston, MA
 Sin Fronteras/Arte Latino America Actual, Museo Alejandro Otero, Caracas, Venezuela
 Cuba Siglo XX: Modernismo y Sincretismo, Centro Atlantico de Arte Moderno, Las Palmas; Caixa, Palma de Mallorca; Santa Monica, Barcelona, Spain; tour of Germany
 Defining the Nineties: Consensus-Making in New York, Miami and Los Angeles, Museum of Contemporary Art, North Miami, FL
 New Art on Paper 2, Philadelphia Museum of Art, PA
 Cuba: La Isla Posible, Centre de Cultura Contemporania de Barcelona, Spain
- 1995 Jose Bedia, Carlos Capelan, Saint Clair Cemin, Zitelle Venice
 Porter Randall Gallery, La Jolla, CA
 Paper View, Cohen Berkowitz Gallery, Kansas City, KS
- 1994 In Common: Luis Cruz Azaceta, Jose Bedia, Sandy Winters, Frederic Snitzer Gallery,
 Coral Gables, FL
 Points of Interest/Points of Departure, John Berggruen Gallery, San Francisco, CA
 Paper Vision V: Biennial Exhibition of Works on Paper by 30 Contemporary Latin American Artists, Housatonic Museum of Art, Bridgeport, CT
 Heroes and Heroines: From Myth to Reality, New Jersey Center for Visual Arts, NJ
- 1993-4 Cartografias, Winnipeg Art Gallery, Manitoba, Canada; National Gallery of Canada, Ottawa
 Cuban Artists of the 20th Century, Musuem of Art, Ft. Lauderdale, FL
 Face of the Gods: Art and Altars of Africa and the African Americas, The Museum of African Art, New York, NY and the US tours

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- 1993 Personal Choice: Selections from Alumni Collections, ICA, University of Pennsylvania,
Philadelphia, PA
Azaceta, Bedia, Roche, Frumkin/Adams Gallery, New York, NY
LesaNatura, Museo de Arte Moderno, Mexico City, Mexico
El Viaje de Bedia y Capelan en Suecia, Kulturhuset, Stockholm
Contemporary Latin American Drawings from the Collection, Arkansas Art Center, Little Rock, AK
Cuban Artists of the Twentieth Century, Museum of Art, Ft. Lauderdale, FL
Latin American Artists of the Twentieth Century, organized by the Museum of Modern Art, New York, NY; traveled to the Estacion Plaza de Armas, Seville; Hotel des Artes, contemporary section, Paris; Museum Ludwig, Colon, Germany
- 1992-94 Ante America, organized by Polarities, Boston and Biblioteca Luis Angel Arango,
Bogota, Colombia, travelled to Museo de Bellas Artes, Caracas, Venezuela; Queens Museum, New York, NY; Spencer Museum of Art, Lawrence, KS
- 1992 America Novia del Sol, Royal Museum, Ambelles, Belgium
Migration: Latin American Art and the Modernist Imagination, Museum of Art, Rhode Island, Providende, RI
Recent Acquisitions, Arkansas Art Center, Little Rock, AK
Arte Cubano Actual, Centro Cultural de Arte Contemporaneo, Mexico City, Mexico
Jose Bedia, Arturo Cuenca, Italo Scanga, Porter Randall Gallery, La Jolla, CA
Al Encuentro de los Otros, Art Gallery, University of Kassel, Germany
Turning the Map: Images of the Americas, Camerawork, England
El Corazon Sangrante, organized by ICA; traveled to Houston Contemporary Art Museum, ICA, Philadelphia, PA; Mendel Art Gallery, Saskatchewan, Canada; Newport Harbor Art Museum, Newport Beach, CA; Museo de Bellas Artes en Caracas, Venezuela;
Museo de Arte Contemporaneo de Monterrey, Mexico
- 1991 Los Cubanos Llegaron Ya, Ninart Centro de Cultura, Mexico City, Mexico
Los Hijos de Guillermo Tell, Museo de Artes Visuales Alejandro Otero, Caracas, Venezuela; Blanco de la Republica de Colombia, Bogota, Colombia
Mito y Magia en America: Los Ochenta, MARCO, Nuevo Leon, Mexico
Reacimiento Cubano, Maatschappij Artiet Amicitiae, Arta Foundation, Amsterdam
15 Artistas Cubanos, Ninart Centro Cultura, Mexico City, Mexico
- 1990 Among Africas, Walter Philip Gallery, Banf, Alberta, Canada
Arte Contemporaneo de Cuba, museo de Arte Contemporaneo de Seville, Spain
Kuba O.K., Stadtliche Kunsthalle, Dusseldorf, Germany
No Man is an Island, Porin Taide Museum, Finland

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XLIV Venice Bienale, Venice, Italy

- 1989 Contemporary Art from Cuba, Riverside Studios, London; Museo de Arte Contemporaneo, Sevilla, Spain
Magiciens de la Terre, Centre George Pompidou, Paris, France
Trajectoire Cubaine, Centre d'Art Contemporain, Corbeil-Essons, France;
Commune d'Orvieto, Tuscani, Italy; Museo Civico di Gibellina, Sicily, Italy
III Havana Bienal, Final del Centauro (Colateral)
- 1988 Raices en Accion, Museo Carillo Gil, Mexico City, Mexico
Signs of Transition: 80 Artists from Cuba, Museum of Contemporary Hispanic Art, New York, NY
- 1987 Art of the Fantastic: Latin American Art, 1929, organized by the Indianapolis Museum of Art, traveled to Queens Museum, New York, NY
Cuenca Bienal, Ecuador
Sao Palo Bienal, Sao Paulo, Brazil
Made In Havana, Art Gallery of South Wales, Sydney, Australia
- 1986 Havana Bienal, prize installation, Cuba
Ejes Constantes/Raices Culturales, Galeria Alterntiva
Exposicion de Dibujo, Galeria Angel Romero, Madrid Spain
El Arte de la Sonrisa, Milan, Venice, Regio Emilia, Turin, Genova
II Havana Bienal, Museo Nacional de Bellas Artes, Cuba
10th International Exhibition of drawing, Modema Galeria, Rijeka, Yugoslavia
- 1985 New Art from Cuba, organized by the Amelie Wallace Gallery, SUNY, Westbury, NY
- 1984 I Havana Bienal, Museo Nacional de Bellas Artes, Cuba
Intergrafix, Berlin, Germany
XX Pintores Cubanos, Gallerie Stuttgart, Paris, France
- 1983 Encuentro de Jovenes Artistas Latinoamericanos, Casa de las Americas, Havana, Cuba
Pintura Joven Cubana, Art Gallery, University of Toronto, Canada
Fundacion Joan Miro, Barcelona, Spain
Los Novisomos Cubanos, Signs Gallery, New York, NY
Cuba Grafik, Husets Gallery, Sweden
First Look: 10 Young Artists from Today's Cuba, Westbeth Gallery, New York, NY
Kubaska Teckuare, Galeria Latina, Stockholm, Sweden
Posters, Drawings, Graphics from Cuba, Llit Kala Gallery, New Delhi; Kabul, Afghanistan
- 1981 Volumen I, Galeria de Arte Internacional, Havana, Cuba
Grafica Joven, Bogota, Colombia
Landschaftsmalerei aus Cuba, Kunsthalle Rostock, Germany
- 1979 VIII Salon Nacional Juvenil de Artes Plasticas, Museo Nacional de Bellas Artes, Havana, Cuba

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SELECTED AWARDS

- 2003 Best Local Artist, Miami New Times
1997 Oscar B Cintas Foundation Fellowship
1994 Guggenheim Memorial Foundation Fellowship, New York
1986 Second Havana Bienal Prize, Cuba
1982 Grand Prize, Salon de Paisaje, Havana, Cuba
Award, Fundacion Joan Miro, Barcelona, Spain

SELECTED PUBLIC COMMISSIONS

- 2006 Carnival Center for the Performing Arts, Design motif for all
existing floors and hand rails, Miami, FL
2001 Time to Consider: The Arts Respond to 9/11 a multi-faceted poster
campaign offering reflections on September 11, 2001 by selected artists
and poets
1999 The Miami Arts Project Billboard Project
1997 Performing Arts Center, Metro-Dade Art in Public Places Program

SELECTED PUBLIC COLLECTIONS

- | | |
|--|--|
| Arkansas Art Center, Little
Rock, AK | Museo Nacional de Bellas Artes,
Havana,
Cuba |
| Bacardi Art Foundation, Miami | Museum of Art, Fort Lauderdale,
FL |
| Birmingham Museum of Art,
Alabama | Museum of Art, Rhode Island
School of
Design, Providence, RI |
| Centro Cultural de Arte
Contemporáneo,
Mexico City, Mexico | Museum of Contemporary Art, Los
Angeles |
| Extremadura and Ibero-American
Museum of
Contemporary Art of Badajoz | Museum of Contemporary Art,
North Miami |
| Fogg Art Museum, Harvard
University,
Cambridge, Massachusetts | Museum of Contemporary Art, San
Diego, CA |
| Goldman Sachs, New York | The Museum of Modern Art, New
York |
| Hirshhorn Museum and Sculpture
Garden,
Washington, D.C. | Neuberger & Berman, New York |
| Liceo Minvielle, Lagos, Mexico | Norton Museum of Art, West Palm
Beach, FL |
| Los Angeles County Museum of
Art, | Perseus Collection, Honolulu, HI |
| Ludwig Forum für Internationale
Kunst,
Aachen, Germany | Philadelphia Museum of Art, PA |
| Miami Art Museum, Miami, FL | Phoenix Art Museum, AZ |
| MARCO (Museo de Arte
Contemporaneo),
Monterrey, Mexico | Polk Museum of Art, Lakeland, FL |
| Museo de Bellas Artes, Caracas,
Venezuela | Pori Taidemuseum, Finland |
| | Solomon R. Guggenheim Museum,
New
York, NY |
| | Spencer Museum, Lawrence, KS |
| | Walter Phillips Gallery, Bath,
Canada |

FREDRIC SNITZER GALLERY
2247 NW 1ST PLACE | MIAMI, FL 33127
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Whitney Museum of American Art,
New York,
NY

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**VILLAGE OF KEY BISCAYNE
AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, is made and entered into this 9th day of January, 2007, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and NKISI, Inc., a Florida Corporation, (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform certain professional services for the VILLAGE's Art In Public Places Program consisting of the design and implementation of concrete embedded art work (the "Art Project") for up to five (5) plazas along Crandon Boulevard, which will be created and installed as part of Phase III of the Village's Crandon Boulevard project (the "Crandon Project").

The Art Project is entitled "Jose Bedia Artwork".

CONSULTANT shall perform the services for the Art Project (the "Specified Services") which are described in Exhibit "A", a copy of which is attached hereto and incorporated herein.

In consideration of the mutual covenants and other provisions set forth in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. The CONSULTANT agrees to provide the Specified Services upon written request from the Village Manager. Unless otherwise specified herein, the Specified Services shall be performed by Jose Bedia. CONSULTANT shall provide the Specified Services as an independent contractor for the VILLAGE. CONSULTANT shall coordinate the performance of its Specified Services with several other contractors who are providing related services to the VILLAGE, including:

1. M. Vila and Associates, Inc., the VILLAGE's construction contractor for the Crandon Project (the "Construction Contractor");
2. Cesar Trasobares, the VILLAGE's primary Art in Public Places Program consultant (the "Arts Consultant");
3. Paul Abbott of Skyline Management, Inc., the VILLAGE owner's representative (the "Village's Representative" or the "Owner's Representative");
4. C3TS, the Village's engineer for the Crandon Project (the "Village's Engineer").

Collectively, these parties are referred to as "Additional Contractors of the VILLAGE".

B. The CONSULTANT recognizes that, unless expressly provided by the Village Council, only the Village Manager is authorized to commit the expenditure of Village funds for the design, production, installation and implementation of the

Art Project.

2. **FEES FOR SERVICES**

A. The CONSULTANT agrees to charge the VILLAGE for the successful performance of the Specified Services which are provided by CONSULTANT, in accordance with the fee and cost schedule of:

- (a) Forty Thousand (\$40,000.00) Dollar fee for the complete design, prototype production, preparation of fabrication standards and preparation of detailed cost estimation for the Art Project (including five (5) designs-one for each plaza), production of original drawings of the approved designs for the VILLAGE's Art Collection, and supervision of the work of installing the Art Project, and
- (b) Twenty Thousand (\$20,000.00) Dollars allocated for the cost of fabrication and insured delivery of the metal Art Project implementation forms for the Art Project (the "Components") to VILLAGE, , and the full implementation, final completion, and final inspection of the Art Project;

for a total fee and cost (the sum of (a) and (b)) not to exceed Sixty Thousand (\$60,000.00) Dollars.

B. Fees pursuant to paragraph 2(A)(a) above shall be paid to Consultant pursuant to the following schedule:

- (a) Ten Thousand (\$10,000.00) Dollars upon execution of this Agreement by both parties; and
- (b) Fifteen Thousand (\$15,000.00) Dollars upon approval by the Village Council of the completion of the design, prototype production, fabrication standards and cost estimation, for the Art Project; and

- (c) Ten Thousand (\$10,000.00) upon delivery of original drawings for the VILLAGE's art collection and acceptance by the Art in Public Places Board; and
- (d) Five Thousand (\$5,000.00) upon completion of the supervision of the successful installation of the Art Project.

C. Costs pursuant to paragraph 2(A)(b) above shall be paid pursuant to the following schedule:

- (a) Five Thousand (\$5,000.00) Dollars payable to CONSULTANT for use as a deposit for fabrication and purchase of the Components, upon authorization by the VILLAGE's Representative pursuant to paragraph 2(d) of Exhibit "A"; and
- (b) Ten Thousand (\$10,000.00) Dollars payable upon delivery and installation of Components in two of the five plaza sites and approval of the work by the Art in Public Places Board; and
- (c) The remaining Five Thousand (\$5,000.00) Dollars payable upon final Art Project completion and acceptance by the Art in Public Places Board.

Village shall pay the above described costs which are listed in (a) , (b), and (c) above, directly to the applicable fabricators and/or installers, instead of to Consultant, unless otherwise mutually agreed by Village and Consultant.

D. However, in the event that work in the design phase described in paragraph (2) (A) (a) above, indicates that a total amount of Twenty Thousand

(\$20,000.00) will not be sufficient to cover all of the work included in paragraph (2) (A) (b) then all work shall stop until the Art in Public Places Board secures the necessary funding to complete the work. The parties recognize that Consultant is not responsible for cost overruns or increases in budget due to insufficient funds being initially available to complete the Art Project. Further, it is recognized that the Consultant is not responsible for the ultimate cost of the Art Project. Although the Consultant shall design, provide prototypes, indicate how to fabricate the design and provide detailed cost estimates, and perform all of its other obligations hereunder, the Consultant is not responsible for any cost overruns or for the inability to design an Art Project which complies with the budgeted funding level.

3. **TERM**

The duration of the term of this Agreement shall commence on January 9, 2007 and shall end on September 30, 2007, unless extended by the Village Manager or earlier terminated pursuant to paragraph 7.

4. **RECORDS; USE OF DESIGN; ETC.**

A. The final Art Project design and all related drawings shall be the property of the VILLAGE for use at the Art Project site and for display by the Village at Village facilities.

B. CONSULTANT hereby grants to VILLAGE the right to use images of the CONSULTANT's work, Jose Bedia's work, and the Art Project for educational,

promotional and informational purposes, in any media, including but not limited to, printed post cards, posters, and posting on the VILLAGE's websites and other related websites authorized by VILLAGE.

C. VILLAGE hereby reserves the right to install a plaque or sign with information about the CONSULTANT, Jose Bedia, the Art Project, and the VILLAGE's Art in Public Places Board.

D. CONSULTANT and VILLAGE agree that if the Art Project is altered so that, in the CONSULTANT's reasonable opinion, the integrity of the Art Project, as a work of art, is damaged, the CONSULTANT may choose to have its name and the name of Jose Bedia disassociated with the Art Project and have any reference to CONSULTANT or Jose Bedia removed from the Art Project.

5. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT.

6. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the

award or making of this Agreement.

7. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon twenty (20) days written notice with or without cause and by the CONSULTANT upon sixty (60) days written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of Exhibit "A" and Paragraph 2 above, for all acceptable work performed up to the date of termination, subject to the provisions of Paragraph 2 (D) above if applicable.

8. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

9. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for Village hereunder.

10. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby represents that it possesses the special artistic, creative and practical skills which are essential for the Art Project and warrants that

at all times during the term of this Agreement it shall maintain in good standing any required licenses, certifications and permits required under Federal, State and local laws which are necessary for CONSULTANT to perform the Specified Services.

11. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village: Jacqueline R. Menendez
Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to: David M. Wolpin, Esq.
Village Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.A.
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, Florida 33134

Consultant: NKISI, Inc.
6501 S.W. 59th Street
South Miami, Florida 33143
ATTN: Jose Bedia

With a copy to:

Dennis Scholl, Esq.
Roth and Scholl
866 South Dixie Highway
Coral Gables, Florida 33146

12. **NO LIABILITY OF CONSULTANT, ETC.**

Subject to CONSULTANT's satisfactory performance in accordance with CONSULTANT's responsibilities under this Agreement, the VILLAGE hereby agrees to defend, indemnify, and hold harmless CONSULTANT from any claim by or liability to any other person concerning any personal injury sustained by such person which claim or liability results from the display of the Art Project. This covenant of the VILLAGE shall be subject to the monetary limits of Section 768.28 (5), Florida Statutes, which statute generally governs the liability of the VILLAGE, and shall be applicable regardless of whether or not such monetary limits would otherwise be applicable.

13. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties hereby knowingly and voluntarily waive any right to a trial by jury of any claim which in any way arises hereunder between them.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and

year first above written.

CONSULTANT:

NKISI, INC.

VILLAGE:

VILLAGE OF KEY BISCAYNE

By: [Signature]
Name: Jose Bedia
Title: PRESIDENT

By: [Signature]
Name: Jacqueline R. Menendez,
Title: Village Manager



[Signature]
Village Clerk

Approved as to Form and Legal Sufficiency:

[Signature]
Village Attorney

EXHIBIT "A"

A. SPECIFIED SERVICES

1. CONSULTANT shall finalize and provide to VILLAGE the CONSULTANT's design for the Project which is entitled "Jose Bedia Artwork", all in a manner by which CONSULTANT obtains the approval of the VILLAGE's Art in Public Places Board.

2.
 - a. CONSULTANT will arrange for fabrication of the Components which are to be utilized as an essential means of creating the Art Project designed by CONSULTANT, so as to assure quality control and any other details which are necessary to comply with the design.

 - b. CONSULTANT shall arrange for the Components fabricator to ship materials, all properly labeled, to a designated location which is approved by the VILLAGE's Representative.

 - c. CONSULTANT shall require the Components fabricator to provide casualty insurance covering the risk of loss of the Components prior to receipt of the Components by the VILLAGE or the VILLAGE's Construction Contractor at the Art Project site. Upon acceptance of the delivery of the Components by the VILLAGE or by the VILLAGE's Construction Contractor at the Art Project Site, the risk of loss concerning the Components shall thereafter shift to the VILLAGE or to the VILLAGE's Construction Contractor, as determined by the contractual relationship between the VILLAGE and VILLAGE's Construction Contractor.

 - d. CONSULTANT recognizes that CONSULTANT's selection and use of the fabricator of the Components, the total cost of the Components to be charged by the fabricator for the Components manufactured for the VILLAGE, and the terms and conditions of the sale, delivery and acceptance of the Components shall be subject to the prior written approval of the VILLAGE's Representative.

- e. CONSULTANT recognizes that the VILLAGE has the right to require the Components to be re-fabricated in the event of damage or destruction.
3. CONSULTANT and/or CONSULTANT's technical assistant shall directly supervise the installation of the Components working with the VILLAGE's Construction Contractor (or other designee of VILLAGE) and VILLAGE's Representative.
4. CONSULTANT shall provide for Jose Bedia to attend the dedication ceremony for the Art Project. He shall be reasonably compensated to present a public presentation about his work as part of the VILLAGE's Art in Public Places Board's Speakers' Series, as approved by the Village Manager.
5. CONSULTANT recognizes that the VILLAGE's Construction Contractor or alternatively a general contractor approved by the Village Manager, may, if determined to be necessary by VILLAGE, utilize the services of the VILLAGE's Engineer in order to further develop detailed technical plans of the CONSULTANT's design of the Art Project. The detailed technical plans shall conform with the Florida Building Code and any other code for which compliance is required for issuance of building permits.
6. CONSULTANT recognizes that the VILLAGE's Construction Contractor or alternatively a general contractor approved by the Village Manager, will, except as otherwise specified herein, install the Art Project and construct or arrange for the construction of all complimentary elements of the work for the Art Project, including concrete work, in accordance with the detailed technical drawings of the above-referenced engineer.
7. CONSULTANT recognizes that, unless otherwise determined by the Village Manager, the VILLAGE's Construction Contractor will: (1) assume responsibility for providing liability insurance coverage at the Crandon Project site throughout the Art Project's construction and installation process; and (2) provide for any necessary temporary fencing and safety barriers or signage; each in accordance with the

existing construction agreement between the VILLAGE and VILLAGE's Construction Contractor by which the Crandon Project is being constructed.

8. CONSULTANT, acting by and through Jose Bedia, shall provide all necessary artistic, creative and coordination services in order to assist the VILLAGE and the Additional Contractors of the VILLAGE in connection with the design, permitting, installation and successful completion of the Project.