



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Michael Davey, *Vice Mayor*
Enrique Garcia
Robert Gusman
Michael E. Kelly
Jorge E. Mendia
Thomas Thornton

Village Manager
Genaro "Chip" Iglesias

DT: April 21, 2009

TO: Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias, Village Manager 

RE: Art in Public Places Board Recommendation: NKISI, Inc. (Jose Bedia) Contract and Selection of Three (3) Sites

RECOMMENDATION

Site Selection: The Art in Public Places Board has recommended that terrazzo artwork produced by Jose Bedia be installed at the following three (3) locations:

1. Northeast corner of the Village Green;
2. Southeast corner of the Village Green; and,
3. In the public right-of-way just north of the bus shelter located near the library.

The contract to produce the artwork includes drawings at each of the above sites and a fourth "generic" drawing that can be placed at any site. The Board did not recommend the installation of artwork at 530 Crandon Boulevard. Attached to this memorandum is a report from the Board which sets forth their justification for this recommendation.

At this point in time, I recommend that consideration of placing artwork in the sidewalk in front of 530 Crandon Boulevard be deferred for the following reasons:

1. The Council has not made a decision as to the use of the property. Placing artwork in the sidewalk without knowing how the property will be used, may not optimize the location of the artwork and its relationship to the use of the property.
2. Should artwork be installed in the sidewalk during the Summer, it may be damaged when construction occurs on the site.

EXPLANATION

This fall the Village received a \$75,000 matching grant from the John S. and James L. Knight Foundation. The Village's FY09 budget included a \$75,000 match for a total project cost of \$150,000. This project complements the installation of artwork that was installed in 2007-08 at the following five (5) locations: NW corner of W. Mashta Drive, the SE corner of Seaview Drive, NE corner of Seaview Drive, and one at each of the two entrances to the Ocean Club.

On December 8, 2008, the Council approved Resolution No. 2008-55 directing me to move forward with the project. The next step in the process is the approval of a contract with the artist to produce four (4) drawings. Artwork will be installed in three (3) sites. The fourth drawing will be for a "generic" site and can be installed when funding becomes available.

The entire cost of the project is \$150,000. The attached contract with NKISI, Inc. (Jose Bedia) includes four (4) drawings by the artist at a fee of \$30,000. Our Art Consultant, Cesar Trasobares, estimates construction will cost \$91,000. The remaining \$29,000 will provide funds for contingency, security which is required when the terrazzo is poured, engineering and construction management services by 3CTS.

April 6, 2009

The Honorable Mayor and Members of Council
Village of Key Biscayne
c/o Mr. Jud Kurlanchek
(vkbpz@aol.com)

Re: Bedia Project - Plaza Site Selection

The Council requested information on the Art in Public Places Board's thinking in regard to site selection for the anticipated future sidewalk installations by José Bedia. Cesar Trasobares and I were asked to prepare a response on behalf of the APP Board.

After receiving confirmation that the Knight Foundation grant would enable extension of the Bedia project north of the Civic Center area, the APP Board reviewed various sites along Crandon Boulevard for three and possibly four new Bedia sidewalk installations.

The possible sites were identified with input from Ramon Castella of C3TS. For each possible site Ramon verified that preparation and installation work would not affect underground utilities. He also prepared drawings showing the placement of new plazas, configured for consistency with the overall Crandon Boulevard sidewalk design and bearing in mind safety, maintenance and expected pedestrian uses.

For the new installations, the APP Board favored: (i) a circle at the southeast corner of the Village Green, (ii) an oval at the northeast corner of the Village Green and (iii) an oval adjacent to the Library parking lot, north of the bus shelter. These sites were selected based on various considerations, including the size of the "palette", proximity to public realms and the likelihood of pedestrian encounters with public art, considerations of art-enhanced place-making generally, and a desire to avoid "clumping" of public art installations.

A fourth site - an oval on the north corner of the entrance to Grand Bay - was also favored for a possible future installation. In addition to the characteristics summarized above, the APP Board considered that this site would help with connectivity to the existing Bedia installations farther south on Crandon, at the Ocean Club entrance, at Mashta and Crandon, and at Seaview. The Grand Bay entrance site is complicated, however, by the fact that a portion of the plaza would need to lie on private property. The APP Board asked two of its members to explore the feasibility of an easement or license with the Grand Bay Associations, as a matter of contingency planning. Those Board members are pursuing this task.

A fifth site - the sidewalk fronting on 530 Crandon - was also thought to be an appropriate site for a Bedia installation, provided that the use selected for 530 Crandon is compatible with public art. The APP Board's consideration of 530 Crandon was affected by the still-pending debate on use of the site and concerns about construction and timing. 530 Crandon

April 6, 2009

Page 2

also gives rise to a distinct concern: its proximity to the Sarah Morris pools. The "clumping" of public art is seen as less than optimal. On the other hand, the proximity of these sites conceivably could help the experience of each of them and enhance the Sarah Morris oval and Civic Center as destinations in their own right.

On balance, the APP Board recognized the strategic importance of 530 Crandon, but thought it best to defer decision on that property for a Bedia or other public art installation, until Council decides on the uses and structures to be built there.

The APP Board also considered a sixth site for possible future expansion - an oval adjacent to the Shell station at Harbor and Crandon, or alternatively, across the street adjacent to the Discount Gas station. In considering those corners, the APP Board favored the Shell site over the Discount Gas site. The Shell site features a large corner, conspicuously visible, with benches, landscaping, a high level pedestrian traffic and better connectivity to the Village Green and public art installations to the south. The Discount gas site, by contrast, is separated from the Village Green and beyond by the busy Harbor / Crandon intersection. The gas station and Stefanos property also are likely to be redeveloped, and the APP Board considered it imprudent to install a Bedia plaza that might be disrupted or damaged.

If future expansion occurs, a Bedia installation at Crandon and Harbor would serve as a capstone to part of the project theme: linking our human settlement - the Village - with our surrounding natural environment and infusing our modern public realm with Bedia's distinctive Island iconography and naturalistic references. This "park-to-Village-to park" linkage was highlighted in the Knight Foundation grant application as a way of placing urbanism in a natural context, transforming our main artery itself into a public art project and "cultural walk".

The contract with José Bedia calls for four designs, including the three sites identified above, and a fourth "generic" design that could be sited at any of the sites mentioned here, including 530 Crandon. The APP Board is asking the Village Council to approve the current plans for three plazas and the design contract with the artist.

Respectfully,

BOARD OF DIRECTORS
ART IN PUBLIC PLACES

Frank G. [Signature]
for the Board

RESOLUTION NO. 2009-

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; CONCERNING COMPLETION OF BEDIA PLAZAS (THE “ART PROJECT”), A CONTINUATION OF THE VILLAGE'S CRANDON BOULEVARD PHASE III PROJECT; PROVIDING FOR AUTHORIZATION OF THE ART PROJECT; APPROVING RECOMMENDED SITES FOR THREE MINI-PLAZAS; APPROVING A 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 artwork 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 previously recommended that the Village authorize the design, construction and implementation of an artistic Art in Public Places project entitled “Jose Bedia Artwork ” as designed by Jose Bedia; and

WHEREAS, the Jose Bedia Artwork project was successfully constructed in five (5) mini-plazas along Crandon Boulevard; and

WHEREAS, the Board now recommends that the Village authorize the design, construction and implementation of an additional artistic Art in Public Places project entitled “Completion of Bedia Plazas” (the “Art Project”), again to be designed by Jose Bedia; and

WHEREAS, funding for the Art Project is provided through Seventy-Five Thousand Dollars (\$75,000) of the Capital Outlay line item of the General Fund budget, a matching Seventy-Five Thousand Dollar (\$75,000) grant from the John S. and James L. Knight Foundation 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 along Crandon Boulevard, north of the Village Civic Center, 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 further hereby waives any other applicable competitive purchasing procedures for the Art Project in accordance with Section 2-85 of the Village Code; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. **Agreement Approved.** That the Village of Key Biscayne Agreement for Professional Services between the Village and NKISI, Inc., acting through Jose Bedia, in substantially the form attached hereto as Exhibit “A”, is hereby approved, and the Village Manager is hereby authorized to execute the Agreement on behalf of the Village, subject to approval of the Village Attorney as to form and legal sufficiency.

Section 3. **Three Sites Approved.** The following locations recommended by the Art-in-Public-Places Board for three (3) of the four (4) mini-plazas comprising the Art Project, as depicted on Exhibit “B” attached hereto, are hereby approved:

- (i) the Southeast corner of the Village Green; and
- (ii) the Northeast corner of the Village Green; and
- (iii) adjacent to the Library Parking Lot.

Section 4. Implementation. That the Village Manager is hereby authorized to take any action which is necessary to implement the Agreement, this Resolution, and the Art Project, subject to the restriction that the total Art Project cost shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00), unless further authorized by the Village Council.

Section 5. Funding. That the funding for the Art Project shall be that which is specified in the Village Manager's Memorandum which accompanies this Resolution, and as described herein.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ____ day of _____, 2009.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

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

THIS AGREEMENT (this “Agreement”) is made and entered into this ___ day of March, 2009, 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 four (4) plazas along Crandon Boulevard and north of the Village Civic Center. The Art Project is entitled “Completion of Bedia Plazas”.

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 certain other contractors who are providing related services to the Village, including:

1. Cesar Trasobares, the Village's primary Art in Public Places Program consultant;
2. Ramon Castella of C3TS, the Village's engineer for the Crandon Project (the "Village's Engineer"); and
3. Artistic Surfaces, the Village's contractor performing terrazzo work and installation.

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, the amounts provided in paragraph 2(B) below, which amounts shall not exceed Thirty Thousand (\$30,000.00) Dollars in fees for the complete design, preparation of fabrication standards, and detailed cost estimation for the Art Project (including four (4) designs -- one for each plaza), production of original drawings of the approved designs for the Village's Art Collection, supervision of the work of installing the Art Project, and the full implementation, final completion, and final inspection of the Art Project.

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

- (a) Five Thousand Dollars (\$5,000.00) upon execution of this Agreement by both parties; and
- (b) Ten Thousand Dollars (\$10,000.00) upon approval by the Village Council of the completion of the design, fabrication drawings and materials for all four (4) plazas comprising the Art Project; and

- (c) Five Thousand Dollars (\$5,000.00) upon delivery of three (3) large original drawings for the Village's art collection and acceptance of same by the Art in Public Places Board; and
- (d) Five Thousand Dollars (\$5,000.00) upon completion of the supervision of the successful installation of all four (4) plazas comprising the Art Project or, in the event only three plazas are fabricated, then upon the successful installation of three (3) plazas comprising the Art Project; and
- (e) Five Thousand Dollars (\$5,000.00) upon delivery of one (1) large original drawing of the fourth plaza for the Village's art collection and acceptance of same by the Art in Public Places Board, provided the Village Manager specifically requests that Consultant create this item for the Village.

Section 2(B)(c) of this Agreement authorizes Consultant to produce original drawings for three (3) of the four (4) plazas Consultant will design. These drawings shall be similar to those produced by the Consultant under the previous contract for the artwork that was installed on the Crandon Boulevard sidewalks. The Village shall only be required to compensate Consultant under Section 2(B)(e) for a fourth drawing if the Village Manager specifically requests in writing that the Consultant produce that drawing.

3. **TERM**

The duration of the term of this Agreement shall commence on the date of this Agreement and shall end on December 31, 2009, unless extended by the Village Manager or earlier terminated pursuant to paragraph 7. Consultant shall complete design of the Art Project by May 31, 2009.

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 the Village.

C. Village hereby reserves the right to install a plaque or sign with information about the Consultant, Jose Bedia, the Art Project, and/or 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 accepted work performed up to the date of termination.

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 the Village hereunder.

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 the 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:	Genaro "Chip" Iglesias 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.L. 200 E. Broward Blvd. Suite 1900

Ft. Lauderdale, FL 33301

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

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: _____
Name: Jose Bedia
Title: _____

By: _____
Name: Genaro "Chip" Iglesias
Title: Village Manager

Attest:

Village Clerk

Approved as to Form and Legal
Sufficiency:

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. Consultant and/or Consultant's technical assistant shall directly supervise the installation of the components that are to be utilized in creating the Jose Bedia Artwork, working in conjunction with the Additional Contractors of the Village.
3. Upon request of the Village Manager, Consultant shall provide for Jose Bedia to attend the dedication ceremony for the Art Project. In such event, 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.
4. Consultant recognizes that the Village 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.
5. Consultant recognizes that the Village's 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.
6. Consultant recognizes that, unless otherwise determined by the Village Manager, the Village's contractor will: (1) assume responsibility for providing liability insurance coverage at the project site throughout the Art Project's construction and installation process;

and (2) provide for any necessary temporary fencing and safety barriers or signage.

7. 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.

Exhibit "A" - Village of Key Biscayne Agreement for Professional Services
between the Village and NKISI, Inc.

EXHIBIT "A"

A. SPECIFIED SERVICES

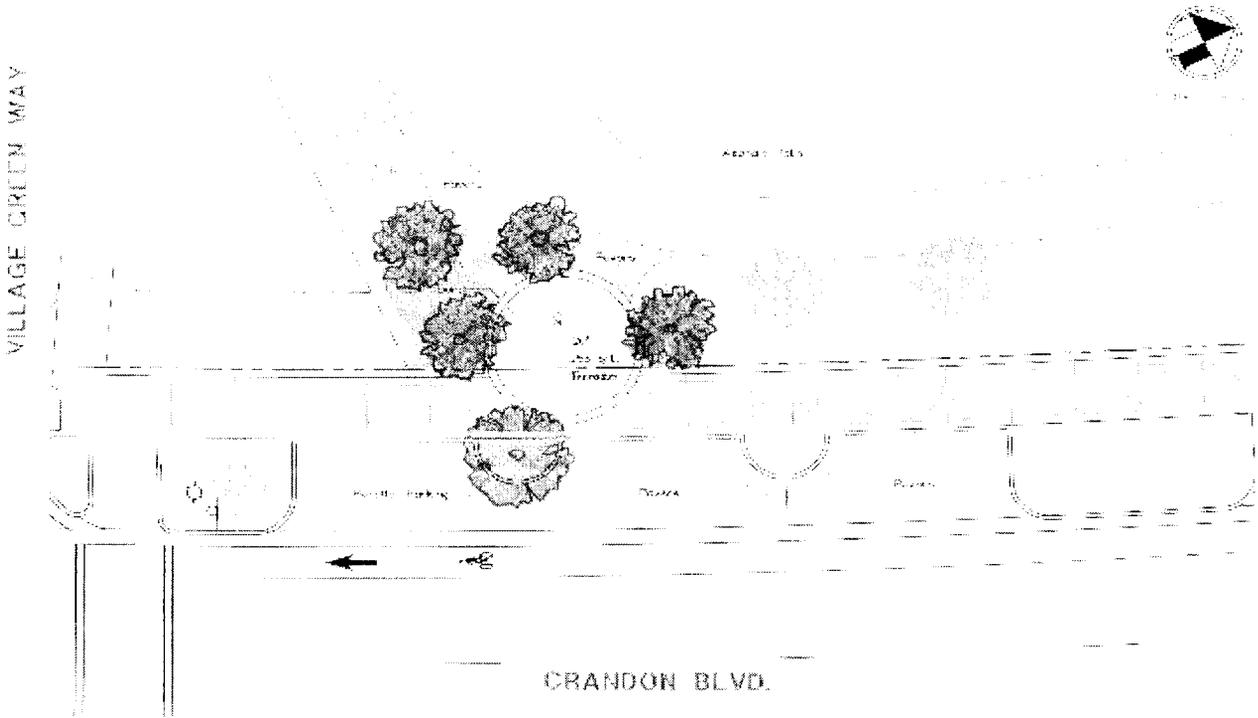
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5. Consultant recognizes that the Village's contractor or alternatively a general contractor approved by the Village Manager, will, except as otherwise specified herein, install the Art Project and construct or arrange for the construction of all complimentary elements of the work for the Art Project, including concrete work, in accordance with the detailed technical drawings of the above-referenced engineer.
6. Consultant recognizes that, unless otherwise determined by the Village Manager, the Village's contractor will: (1) assume responsibility for providing liability insurance coverage at the project site throughout the Art Project's construction and installation process;

and (2) provide for any necessary temporary fencing and safety barriers or signage.

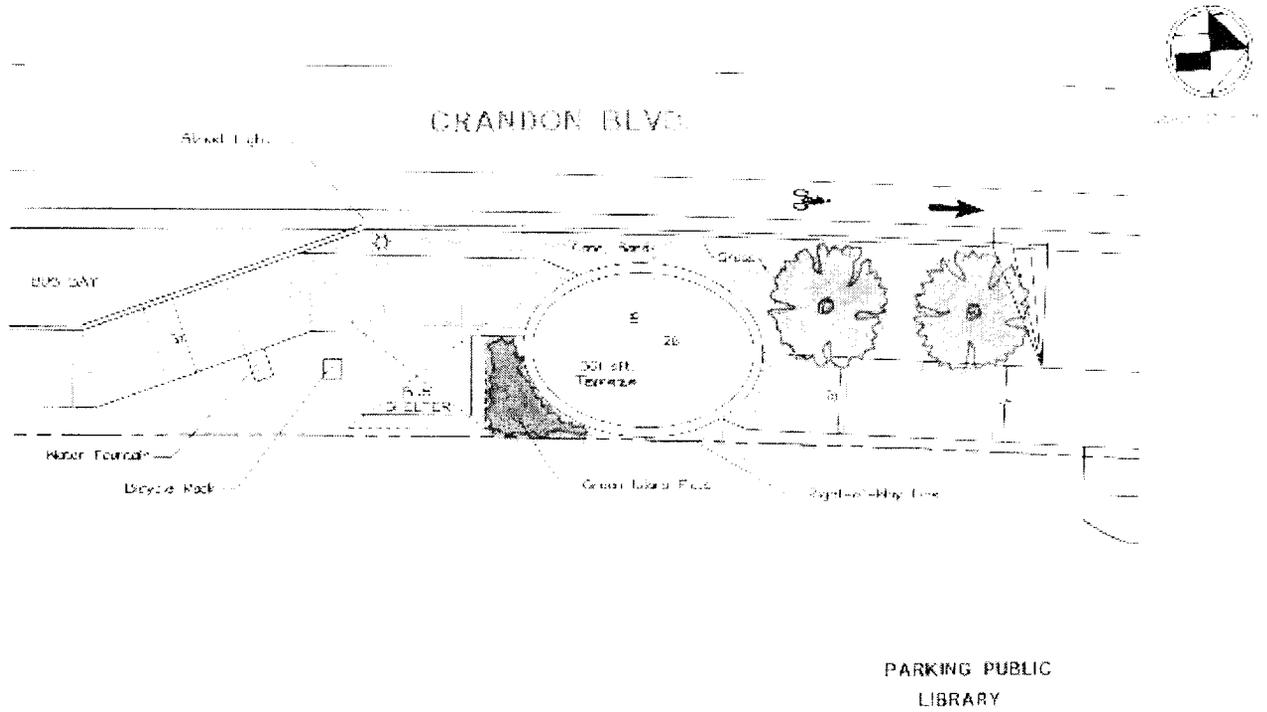
7. Consultant, acting by and through Jose Bedia, shall provide all necessary artistic, creative and coordination services in order to assist the Village and the Additional Contractors of the Village in connection with the design, permitting, installation and successful completion of the Project.

Exhibit "B" – Approved Mini-Plazas

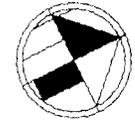
- (i) the Southeast corner of the Village Green:



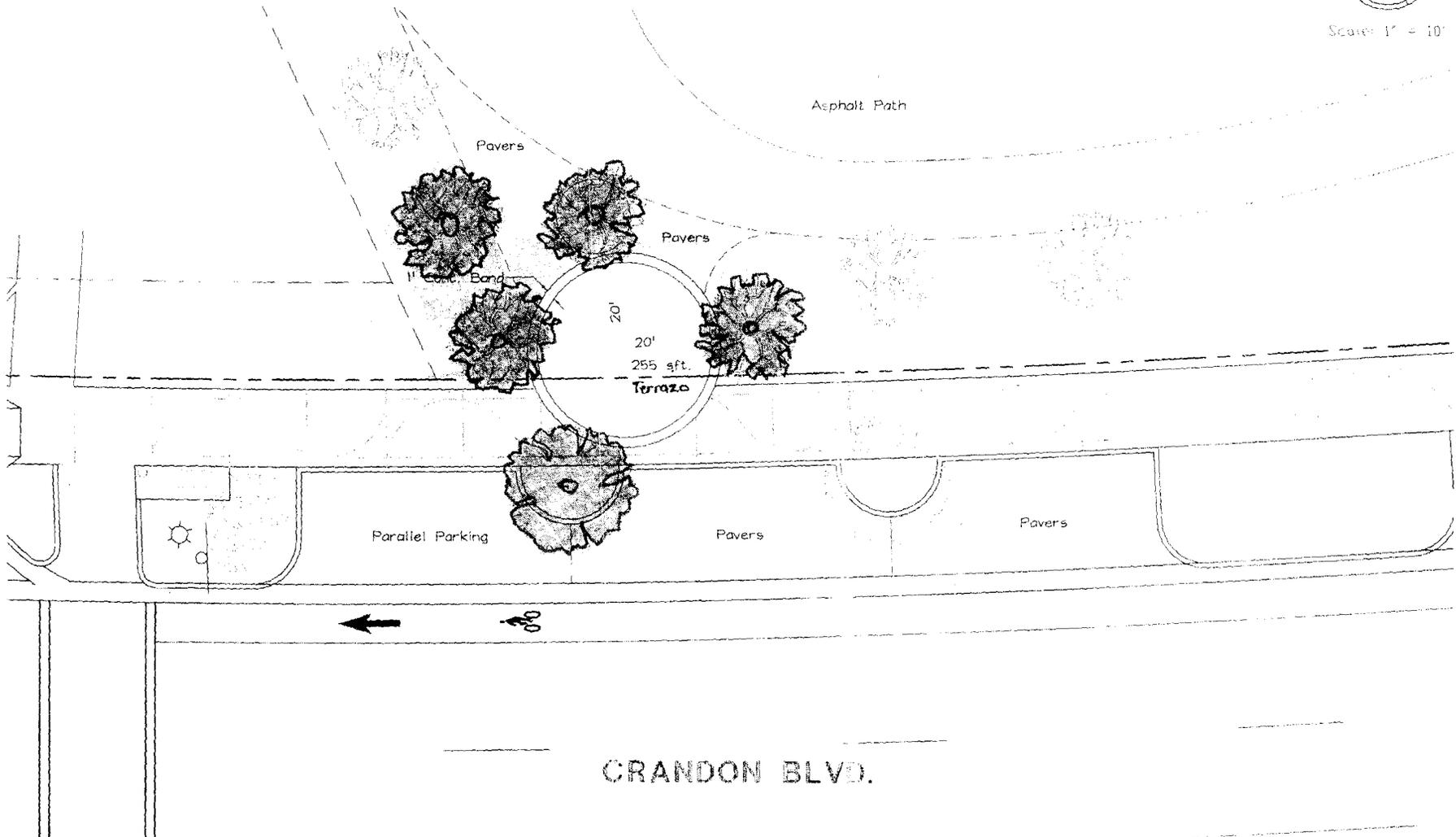
(iii) adjacent to the Library Parking Lot:



VILLAGE GREEN WAY



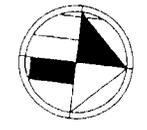
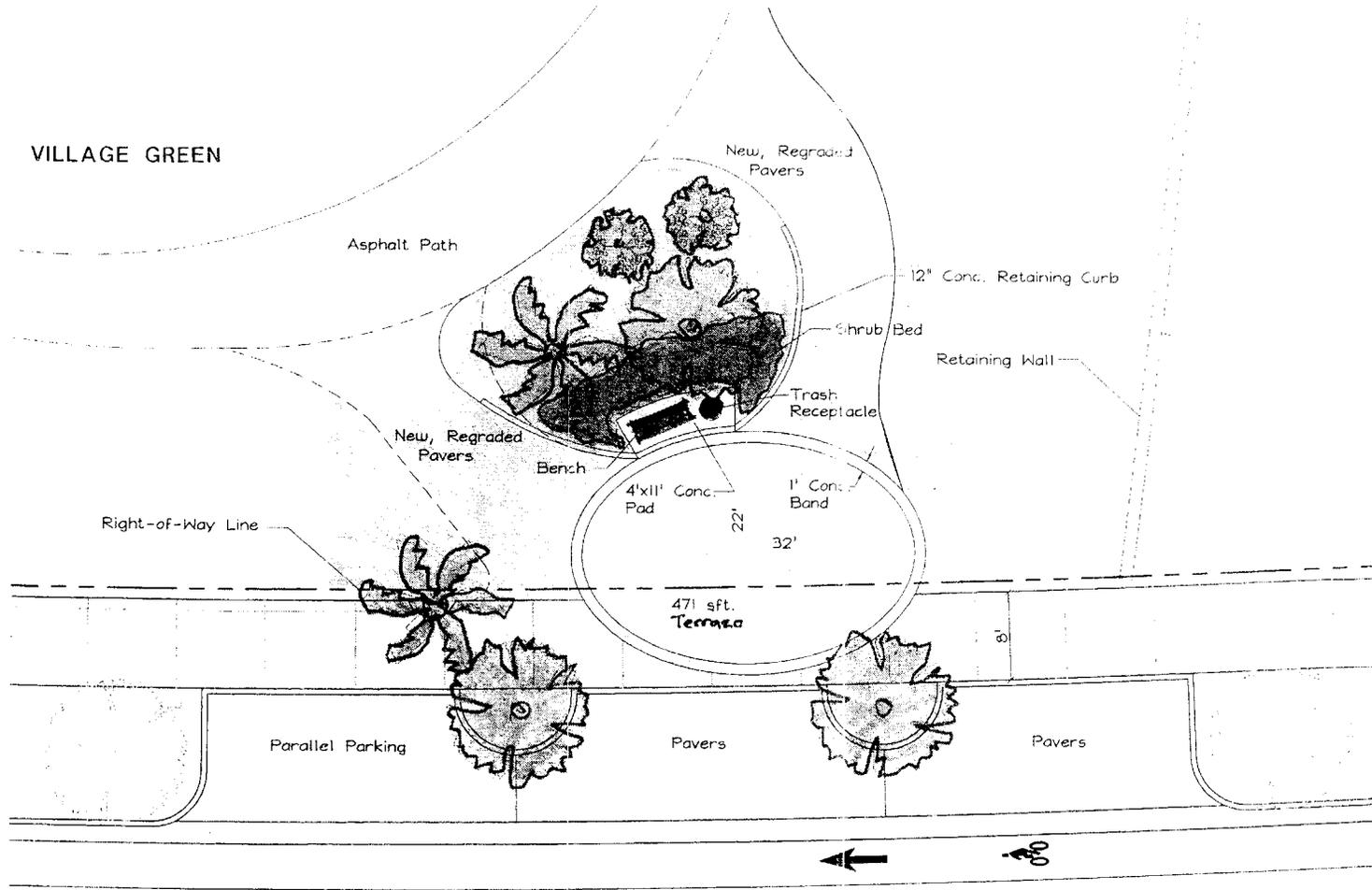
Scale: 1" = 10'



CRANDON BLVD.

SITE 1A

VILLAGE GREEN



Scale: 1" = 10'

CRANDON BLVD.

SITE 3