

Artwork Contract
“Caras de Waukesha/Faces of Waukesha”

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; SHARP Literacy, Inc., Inc. Together, the City and SHARP Literacy, Inc. are referred to as the Parties.

Recitals

The City wishes to accept for placement in Frame Park artwork commissioned by SHARP Literacy, Inc..

Now, therefore, the City and SHARP Literacy, Inc. agree, and contract as follows:

1. **Scope of Work.** SHARP Literacy, Inc. shall commission the creation a series of ceramic masks featuring the faces of Latino residents of the City of Waukesha. All expenses of the creation of the ceramic masks shall be borne solely by SHARP Literacy, Inc. SHARP Literacy, Inc. shall be responsible for delivery and installation of the artwork in Frame Park, in the location specified by the City. The scope of the project is more particularly described in the attached Exhibit A, which is incorporated herein.
2. **Delivery and Installation.** SHARP Literacy, Inc. shall bear the risk of damage to the artwork until it is fully installed in Frame Park, and SHARP Literacy, Inc. is responsible for packing, loading, moving, unloading, unpacking and installing the ceramic mask sculpture into place in Frame Park at the location designated by the City. SHARP Literacy, Inc. acknowledges that the ceramic mask sculpture will be in a public area, accessible to the public, and that adults and children will be in contact with the artwork; therefore, SHARP Literacy, Inc. shall install the artwork so that it is solidly-mounted, will not tip, and will not have unreasonably sharp or otherwise-dangerous surfaces or edges.

SHARP Literacy, Inc. shall provide barricades or fencing, as directed by the City, during installation of the ceramic mask sculpture. The work site shall be kept clean, free of debris and trash. At the conclusion of installation, SHARP Literacy, Inc. shall remove all waste and debris, leaving the site clean.
3. **Payment.** City is not obligated to make payment to SHARP Literacy, Inc.
4. **Time.** SHARP Literacy, Inc. shall commence the ceramic mask sculpture as promptly as is possible and shall complete the sculpture no later than October 31, 2019, subject only to delays for circumstances beyond SHARP Literacy, Inc.'s control, provided SHARP Literacy, Inc.'s recommences work promptly in good faith upon the return of normal circumstances.
5. **Assignment Prohibited.** This Contract, and SHARP Literacy, Inc.'s responsibility to create the ceramic mask sculpture under this Contract, may not be assigned in whole or in part by SHARP Literacy, Inc. without the City's written consent.
6. **Standard of Performance, Warranty of Quality.** SHARP Literacy, Inc. warrants that the Sculpture will be created according to generally-accepted practices and using generally-accepted methods, commensurate with the quality of other works, to the highest standards of the Artist's trade. SHARP Literacy, Inc. warrants to the City that the Sculpture will be free from defects in materials and workmanship, for a period of three years after delivery of the Sculpture to the City. SHARP Literacy, Inc. shall repair or replace the Sculpture, as necessary to conform with this warranty, if the City notifies SHARP Literacy, Inc. of defects in materials or workmanship within the stated three-year period.

7. **Ownership of Sculpture, Warranty of Title.** Upon installation in Frame Park and final acceptance by the City, title to the ceramic mask sculpture shall pass to the City. SHARP Literacy, Inc. warrants to the City that it owns the sculpture and it is free and clear of all claims, liens and encumbrances. SHARP Literacy, Inc. further warrants that upon installation in Frame Park and final acceptance by the City, all copyright interests in the ceramic mask sculpture shall transfer to the City.
8. **Amendment.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the ceramic mask sculpture project, shall be effective unless done by the written mutual agreement of the Parties.
9. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other contracts, and have no vicarious liability for the other's acts or omissions.
10. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
11. **Assistance of Counsel, Voluntary Contract.** The Parties acknowledge that they have either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or have voluntarily waived the opportunity to do so; that they have read and understood each of this Contract's terms, conditions and provisions, and their effects; and that they have executed this Contract freely and not under conditions of duress.
12. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
13. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
14. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
15. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.
16. **Integration.** This Contract constitutes the entire agreement of the Parties, and any other oral agreements or understandings, not expressed in a written, mutually-executed amendment to this Contract, shall be void.

City of Waukesha

By Shawn N. Reilly, Mayor
Date:_____

Attested by Gina L. Kozlik, City Clerk
Date:_____

SHARP Literacy, Inc.,

Date:_____

Exhibit A



“Caras de Waukesha/Faces of Waukesha” seeks to celebrate the Latino heritage of the community through the creation of an interactive sculpture.

Alberto Villalobos, a Mexican visual artist, will create an interactive sculpture that celebrates the Latino communities of Waukesha. Working with local organizations, such as Voces de la Frontera, the artist will create a series of ceramic masks that feature the faces of Latino residents of the city of Waukesha. Through this work, the artist seeks to document and share the stories of 3 generations of Latino immigrant experience. A mask will be created that represents each generation. Villalobos proposes that the work include interviews of the participants to document their family’s stories. These stories will become a part of the sculpture via a webpage.

To mount the ceramic masks in to a sculpture, Villalobos is partnering with Waukesha-native Paul Mattek, founder of Design Fugitives, a high-tech architectural installation firm in Milwaukee. Villalobos and Design Fugitives have worked together to design and fabricate a totem-like structure to display the masks. Mounted on a 3’x3’x2’ concrete base, the totem would be fabricated out of laser-cut steel panels that are welded together to form a rectangular prism measuring approximately 2’x2’x5’ in height. When fully installed, the sculpture would measure approximately 7’ in height.

The “Caras de Waukesha/Faces of Waukesha” sculpture project will also involve students at a partner elementary school in Waukesha. Through a series of 3 workshops (September), students will work with Villalobos and an educator from SHARP Literacy to create their own “cara/face” tiles out of clay. In the first workshop, students will learn about the “Caras de Waukesha” sculpture project, discuss Villalobos’ ceramic work and then draft ideas for creating their own “cara/face” tile. In the second workshop, students will work with raw clay to build the form of their face tile. In the third workshop, students will glaze and fire their tiles. Villalobos will then install the students face tiles on wooden panels, to be installed on site at the participating school. This installation will be a sort of “sister” installation to the sculpture in Frame Park.

SHARP Literacy proposes installing the sculpture in Frame Park. Frame Park, a centrally located public park in the heart of downtown Waukesha, is easily accessible to the public and specifically to population it seeks to serve.

We believe a sculpture of this type would give the Latino residents of Waukesha a sense of pride and a feeling of welcome to the community.

Timeline

- September 2019 is the projected date for completion, installation and unveiling

Design & Dimensions

- Inspired by SHARP Literacy's newest book, "Discover Waukesha". The book was written by Pilar Melero and illustrated by Sarah Gail Luther in partnership with 3rd grade students in Waukesha.
- The "Caras de Waukesha" sculpture was designed by Alberto Villalobos (local artist) and Design Fugitives (high-tech art and architecture firm). Commissioned by SHARP Literacy thanks to funding from the Greater Milwaukee Foundation-Mary Nohl Fund and the Wisconsin Arts Board.
- Fabricated out of concrete, steel rebar supports and CorTen panels. The CorTen (weathering) steel panels will have laser-cut icons that celebrate Waukesha's past and present. Icons will be designed by elementary students from Waukesha. Cut icons shown on the current rendering are merely place holders.
- Ceramic masks, created by Villalobos, celebrate the generations of Waukesha's Latino residents. Masks will be fired to a higher temperature, to prevent damage caused by weather/climate.
- Dimensions are approximately 7'x3'x3'. See the rendering created by Design Fugitives for specific dimensions.
- Access Hatch to interior of art piece (for cleaning purposes).
- Interior lined with hardware cloth or similar mesh with small opening sizes not larger than 1/8" (to limit debris and critters from entering).
- Cover over the top, could be the mesh material, or the core 10 steel (again to limit debris and garbage from being thrown into it).

Installation & Unveiling

- Proposed Location: Frame Park
- Concrete Slab with additional concrete support down to the frost line. See rendering for details on size. Contractor to use hydro excavation to eliminate the possibility of damaging the lines during excavation.
- Lighting: none. Budget does not allow for lighting. (The City will provide power if SHARP Literacy chooses to light the piece)
- For installing the sculpture (digging and concrete), SHARP Literacy would like to work with contractors from the Waukesha Parks Dept's DBE List.
- For unveiling the sculpture, SHARP Literacy would like to work with the community organizations such as the Waukesha Library, Voces de la Frontera and La Casa de Esperanza on an unveiling ceremony that involves the community.

Maintenance & Life Expectancy

- Minimal to no maintenance. The only concern is graffiti, which would be removed by Waukesha Parks Dept with steel wool/wire brush. Parks Dept. indicated that graffiti in Frame Park is extremely rare.
- Clay masks will be created out of high-fire clay and glaze, meant to withstand both high and low temperatures.
- Life expectancy of the sculpture is a minimum of 25 years.



Pictured above: Work by Design Fugitives for the School Sisters of Saint Francis. The above picture illustrates the type of steel proposed for the totem-like structure for the sculpture. The steel becomes aged and weathered over time, which creates a feeling of permanence and history.



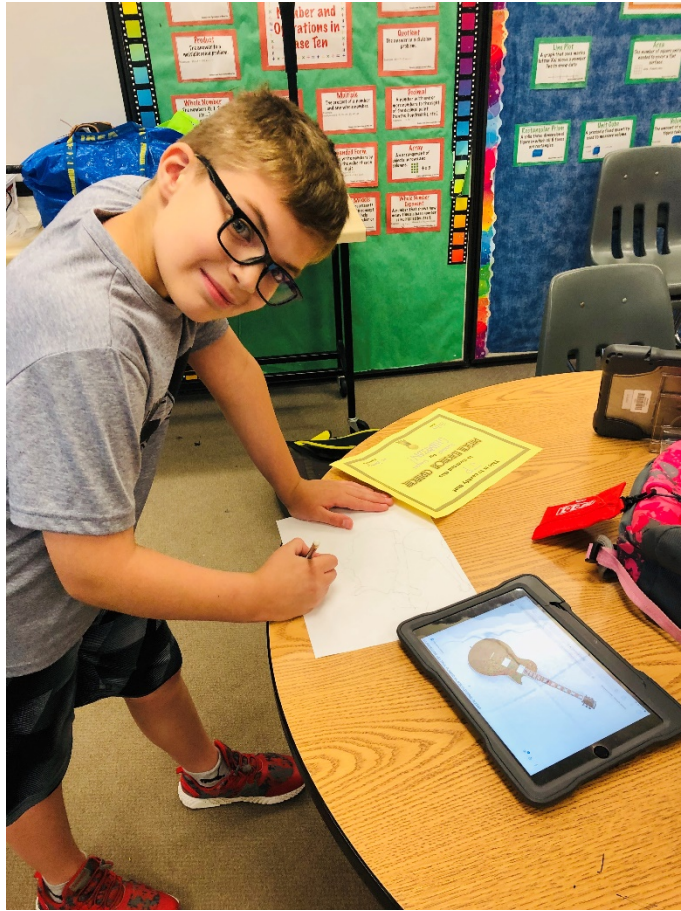
Pictured above: Ceramic work by artist Alberto Villalobos. About his work, Villalobos says "The mask is an important symbol in my work, alluding my Mexican roots. In Mesoamerican cultures, masks have a strong connection with religious celebrations, harvesting and planting cycles and rituals of life and death. Clay becomes a metaphor for life and loss – the fragility of its cracks, its durability after being tested by the fire, a connection to the earth itself."



Pictured above: Initial sketch for "Caras de Waukesha" by artist Alberto Villalobos

		<p>SHARP LITERACY C315</p>
<p>① TOP VIEW SCALE: 1" = 16"</p>		<p>DESIGN FUGITIVES</p>
		<p>PROJECT Waukesha Heritage Sculpture No. 1117</p>
<p>① MASK DETAIL SCALE: 1" = 6"</p>		<p>TITLE Top + Details</p>
		<p>DATE 6/12/2019</p>
		<p>DRAWN BY Morgan Bertrand</p>
		<p>APPROVED BY</p>
		<p>Z101</p>

Pictured above: Renderings of the "Caras de Waukesha" sculpture by Design Fugitives



Pictured above: Students from the School District of Waukesha’s summer school programs contributed ideas for the icons (cut-outs) for the “Caras de Waukesha” sculpture. Ideas included an eagle to represent both the US and Mexico, an electric guitar and a fox to represent Waukesha, and a heart to represent love and family.