

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(Site-Specific Art Project – Enchanted Forest Elaine Gordon Park)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 3RD day of NOVEMBER 2016, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 (“City”), and **Alan Gutierrez**, an individual with an address of 509 NE 64th Street, Apt. #2, Miami, FL 33138 (“Artist”). The City and Artist shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City of North Miami (“City”), through its Art in Public Places Program, issued a Call for Work requesting artwork proposals from professional artists for a site-specific sculpture/monument/marker project at Enchanted Forest Elaine Gordon Park celebrating the rich legacy of lesbian, gay, bisexual and transgender (LGBT) accomplishments (“Services”); and

WHEREAS, in response to the Call for Work, Artist submitted its proposal for the provision of Services and was selected by the City’s Art Selection Committee as having those qualifications and references most advantageous to the City in the provision of Services; and

WHEREAS, pursuant to Section 7-121 of the City Code of Ordinances, the procurement of works of art and art designs for public places, are exempted from the formal procurement process through the purchasing department; and

WHEREAS, the City Manager finds the provision of Services are inspired by the tragedy at the City of Orlando’s PULSE Nightclub in June 2016, and allows visitors a place to reflect on historic LGBT triumphs and contributions in Miami-Dade County.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the “Contract Documents”):

2.1.1 The City’s *Call for Work* and Artist’s proposal, attached hereto as exhibit “A”;

2.1.2 Any additional documents which are required to be submitted by Artist under this Agreement including, but not limited to required certificate (or policy) of insurance.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

- 2.2.1 Specific written direction from the City Manager or City Manager's designee.
- 2.2.2 This Agreement.
- 2.2.3 The Call for Work.

2.3 The Parties agree that Artist is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the Call for Work prior to Artist submitting its proposal or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed thirty (30) consecutive calendar days, commencing on the date the City issues Artist a Notice to Proceed. Artist agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Artist and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Artist. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Artist's ability to perform Services or any portion thereof, the City may request that the Artist, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Artist's ability to perform in accordance with terms of this Agreement. In the event that the Artist fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Artist shall be paid an amount not to exceed Thirty Thousand Dollars (\$30,000.00) as full compensation for Services, pursuant to Contract Documents.

4.2 Artist is responsible for fully developing, presenting and installing the artwork within the allocated compensation amount, inclusive of design, engineering, fabrication and all other costs associated in any way with the Services.

4.3 Funding for this Agreement is contingent on the availability of funds from the City Council District 1 budget. The Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Artist.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Artist agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Artist shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Artist executed by the Parties after execution of this Agreement. The Artist shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Artist represents and warrants to the City that: (i) Artist possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Artist is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Artist is duly authorized to execute same and fully bind Artist as a Party to this Agreement.

5.4 Artist agrees and understands that: (i) any and all subcontractors used by Artist shall be paid by Artist and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Artist. Any work performed for Artist by a subcontractor will be pursuant to an appropriate agreement between Artist and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.5 Artist warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Artist at its own cost, whether or not specifically called for.

5.6 Artist warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Artist at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Artist. In such event, the City shall pay

Artist compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Artist for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Artist, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Artist shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Artist fails to comply with any provision of this Agreement, the City may declare the Artist in default by written notification. The City shall have the right to terminate this Agreement if the Artist fails to cure the default within ten (10) days after receiving notice of default from the City. If the Artist fails to cure the default, the Artist will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Artist shall return such sums due to the City within ten (10) days after notice that such sums are due. The Artist understands and agrees that termination of this Agreement under this section shall not release Artist from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - DEFICIENT SERVICES

9.1 Artist shall be responsible for deficient Services due to Artist's errors and omissions, and shall promptly correct or replace all such deficient work without cost to City. The Artist shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Artist agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Artist, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Artist's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2016). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Artist shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Artist under this Agreement.

11.2 Artist shall obtain Commercial General Liability with a minimum limit of \$300,000 per occurrence, to include bodily injury, property damage, personal injury and products completed operations. The insurance policy must be in full force and effect and approved by the City's Risk Manager prior to commencement of Services.

11.3 Artist shall not commence Services under this Agreement until after Artist has obtained all of the minimum insurance described in the Call for Work and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Artist shall not permit any subcontractor to begin any work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Artist shall furnish, at least ten (10) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Artist shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.4 All insurance policies required from Artist shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS & PUBLIC RECORDS

12.1 All documents developed by Artist under this Agreement shall be delivered to the City by the Artist upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Artist agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2016).

12.2 The Artist shall additionally comply with Section 119.0701, Florida Statutes (2016), including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes (2016), or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Artist pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Artist for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Artist agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Artist: Alan Gutierrez
509 NE 64th Street, Apt. 2
Miami, FL 33138
Phone: (305) 338-1866
Email: alangutz@gmail.com

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - CONFLICT OF INTEREST

14.1 Artist represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14.2 Artist covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial

interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Artist, except as fully disclosed and approved by the City. Artist further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 15 - FORCE MAJEURE

15.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.6 The City reserves the right to audit the records of the Artist covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The Artist agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by Artist pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Artist agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.13 All other terms, conditions and requirements contained in the Call for Work, which have not been modified by this Agreement, shall remain in full force and effect.

16.14 Artist shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services to prevent damage, injury or loss to any affected person or property.

16.15 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.16 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

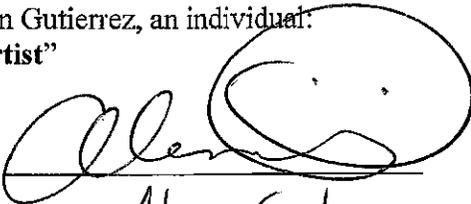
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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

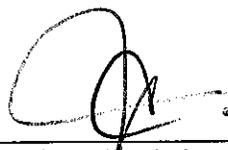
ATTEST:
Corporate Secretary or Witness:

By: 
Print Name: ANDREA McDONALD
Date: 11-3-16

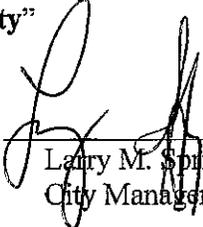
Alan Gutierrez, an individual:
"Artist"

By: 
Print Name: Alan Gutierrez
Date: 11/3/16

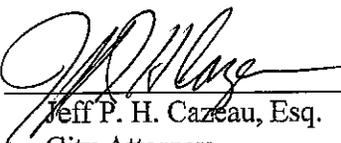
ATTEST:

By: 
Michael A. Etienne, Esq.
City Clerk

City of North Miami, a Florida municipal corporation:
"City"

By: 
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Jeff P. H. Cazeau, Esq.
City Attorney



**CALL FOR WORK
CITY OF NORTH MIAMI
ENCHANTED FOREST ELAINE GORDON PARK**

The city of North Miami through its Art in Public Places Program requests artwork proposals from professional artists for a site-specific project at Enchanted Forest Elaine Gordon Park.

PROJECT: City of North Miami Enchanted Forest Elaine Gordon Park
BUDGET: \$30,000
LOCATION: 1725 NE 135th Street, North Miami, FL 33181
DEADLINE: October 14, 2016, 5 PM EST

ELIGIBILITY

Open to all professional artists.

LOCATION DESCRIPTION

The city of North Miami Enchanted Forest Elaine Gordon Park is located at 1725 NE 135th Street, North Miami, FL. It is a 22-acre park with natural oak hammocks which are hundreds of years old. The park also features a creek, peaceful walking trails, and a number of historic structures and commemorative markers.

The project is funded by unallocated dollars from the City Council District 1 budget.



OPPORTUNITY FOR PUBLIC ART

The city of North Miami seeks to commission/purchase a site-specific sculpture/monument/marker for the location.

The piece will be sited on an open lawn with a creek as background. The piece will be Miami-Dade County's first public artwork celebrating the County's rich legacy of Lesbian Gay Bisexual Transgender (LGBT) accomplishments. The piece will allow visitors to reflect on historic LGBT triumphs while drawing inspiration from the strength of its natural surroundings.

The project was inspired by the tragedy at Orlando's PULSE nightclub in June 2016. Rather than a victims memorial, it is intended to be a celebration of LGBT lives as well as an acknowledgement of LGBT contributions to Miami-Dade County.

In addition, the sculpture/monument/marker must incorporate a timeline of watershed events in Miami-Dade County's LGBTQ history which will be provided.

ESTIMATED BUDGET

The artist is responsible for fully developing/presenting/installing artwork within the allocated **\$30,000**. The budget must be inclusive of design, engineering, fabrication, installation, and any and all other costs associated with the implementation of the project.

ESTIMATED SCHEDULE

Application deadline	October 14, 2016, 5 PM EST
Art Selection Committee meeting	October 26, 2016
Notification to artists	November 2, 2016
Fabrication/installation	November 7, 2016
Completion	December 1, 2016 (tentative)

Please note, this is a time sensitive project, and therefore, it is critical for artists to have the ability to adhere to prescribed schedules.

ELIGIBILITY

The project is open to experienced professional artists.

Professional artists with demonstrated experience in creating signature works of art are strongly encouraged to apply for this project.

City of North Miami employees, Art Selection Committee members and their immediate family members are excluded from participation in this art project.

APPLICATION PROCESS

- A complete application must include:
 - A copy of a current resume, as a pdf attachment.
 - No more than five images representative of the artist's work, as one pdf attachment, clearly labeled: COMPLETED WORK.
 - No more than five images of the proposed work, one of which must indicate dimensions, as one pdf attachment, clearly labeled: PROPOSED WORK.
 - Email must include the following subject line:
CALL FOR WORKS NORTH MIAMI ARTIST NAME (IN ALL CAPS)
- All three attachments must be submitted via email in one single email to: rhenriquez@northmiamifl.gov
- Email with all attachments must be received no later than **October 14, 2016, 5 PM EST.**
- Incomplete submissions or those received past the deadline will not be considered.

SELECTION PROCESS

An Art Selection Committee composed of no less than 5 members will review all proposals and make a selection.

The primary criteria for selection will be previous artistic accomplishment as demonstrated in images of completed artwork, public art experience, and/or approach to the site specific project.

ART SELECTION COMMITTEE

The Committee is a panel composed of professionals in the field of art, public art, art education, art history, or architectural history.

ABOUT NORTH MIAMI ART IN PUBLIC PLACES

The city of North Miami's Art in Public Places Program is coordinated in consultation with Miami-Dade County's Art in Public Places Program.

The program was established by Ordinance 1291 on January 12, 2010 to commission and purchase artworks by contemporary artists in all media for public spaces and facilities in North Miami.

ABOUT THE CITY OF NORTH MIAMI

North Miami, with a population approaching 59,000 residents, is home to one of the most ethnically diverse communities in the state of Florida. Encompassing approximately 9.5 square miles, it is ideally located midway between Miami and Fort Lauderdale.

North Miami is committed to the growth of its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for its residents and preserve the City's rich history.

ADDITIONAL INFORMATION

For additional information, please email rhenriquez@northmiamifl.gov

Alan Gutierrez
CV

Education

2009 BFA Sculpture / Art History, University of Florida, Gainesville FL

Solo Exhibitions

2018 Centro Cultural Español de Cooperación Iberoamericana, Miami FL (upcoming)

2017 Artist Curated Projects, Los Angeles CA (upcoming)

Noguchi Breton, Miami FL (upcoming)

2016 *Don't tell someone that you like how they are doing something because they may stop to thank you.*
Regina Rex, New York City NY

2015 *INTRO*, Kitchen Space, Chicago IL

2014 *Nobody knows me better than you*, Locust Projects, Miami FL

2013 *Self-work*, Kosmeticsalon Babette, Berlin

INTRO, Emerson Dorsch, Miami FL

2012 *CALL TIME: 7pm*, The Nightclub, Miami FL

Group Exhibitions

2016 *An Image*, Curated by Natalia Zuluaga and Domingo Castillo, including Seth Price, Harun Farocki, Barbara Kasten, Oliver Laric, Suzan Pitt, Alan Poma, Lucy Raven, Oskar Schlemmer, among others.
ArtCenter / South Florida, Miami Beach FL

Taste my braindrops, including Catherine Czacki, Mark Hagen, Heather Guertin, Guy Yanai, Sarah Peters, Dominique Labauvie, Brian Rochefort, Josh Reames, Katy Fisher
Mindy Solomon Gallery, Miami FL (upcoming)

TBD, Curated by Patricia Margarita Hernandez, Orgy Park, NY (upcoming)

Sound Acts, including Sara Megenheimer and Ben Vida
Haeler Echo, New York City NY

2015 *SURPH*, including Jean-Baptiste Bernadet, Stephanie Hier, Shara Hughes, Andy Cahill, Rebecca Ward, Ryan Wallace, among others.
Johannes Vogt Gallery, East Hampton NY

Seconds, Waterfront, Kingston NY

Alan Gutierrez

509 NE 64 Street
Apt. 2
Miami FL, 33138
305-338-1866
alangutz@gmail.com

Proposal for City of North Miami Enchanted Forest Elaine Gordon Park LGBTQ public artwork

The vertical powder-coated metal sculptural forms arise from a set of exactly matched specific colors- the 18 industry standard makeup colors used for the stage, film and special effects. Being queer is about learning, and teaching, how to access the tools, modalities, and states of mind needed to assimilate new progressive and fluid identities within an uncharted spectrum, while expanding the current rigid definitions of what it means to love- both ourselves and others. As a queer person, these techniques, along with the courage needed to implement them, need to be constantly remembered and considered in order to live a truly authentic life.

2014 *Untitled (exhibition)*, Young at Art Museum, Davie FL

2013 *Drawing on H/habit: An Ambition*, Curated by Saul Ostrow and Lidija Slavkovic, including Michelle Grabner, Jim Drain, Joanne Greenbaum, among others.
The Carlton, Miami Beach FL

Solar Intuition, Miami FL

2012 *Art+Illness=Illness*, General Practice, Miami FL

Low Lives, Center for Performance Research, Brooklyn NY, SOMArts, San Francisco CA, Yamaguchi Institute of Contemporary Art, Yamaguchi, Japan, Utah Museum of Fine Arts, Salt Lake City UT, Museo de Arte Contemporáneo de Bogotá, Colombia

Situation Range, Cannonball (formerly LegalArt), Miami FL

Restage, The Nightclub, Miami FL

Performances

2016 *Untitled (rain scene)*, Fringe Projects, Miami FL

2015 *Untitled (rain scene)*, Vizcaya Museum and Gardens, Coconut Grove FL

Publications

Nobody knows me better than you, The Miami Rail, Hunter Braithwaite

Simulacrum and Simulacrum: Miami Between Itself, The Miami Rail, Alana Shilling

Work: Alan Gutierrez on his debut solo exhibition INTRO at Emerson Dorsch, guest column for Art Info

Emerging Artist Debuts with INTRO -The Miami Herald, by Ricardo Mor

CULTURED Magazine, named #3 in "CULTURED's 25"

CALL TIME: 7pm by - ArtSlant Miami, by Amanda Sanfilippo

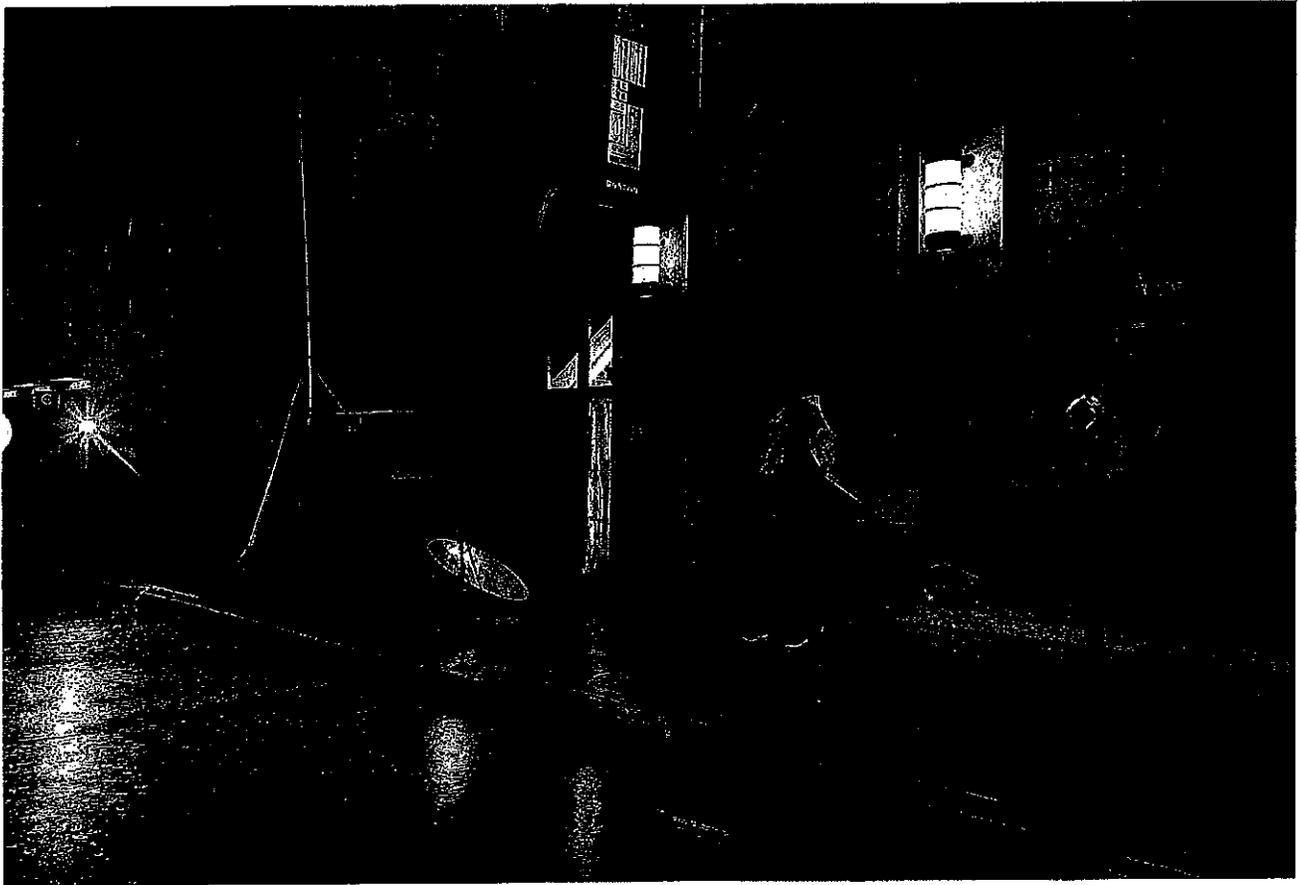
CALL TIME: 7pm Turned Primping for Pics Into an Avant-Garde Art Party - Miami New Times,

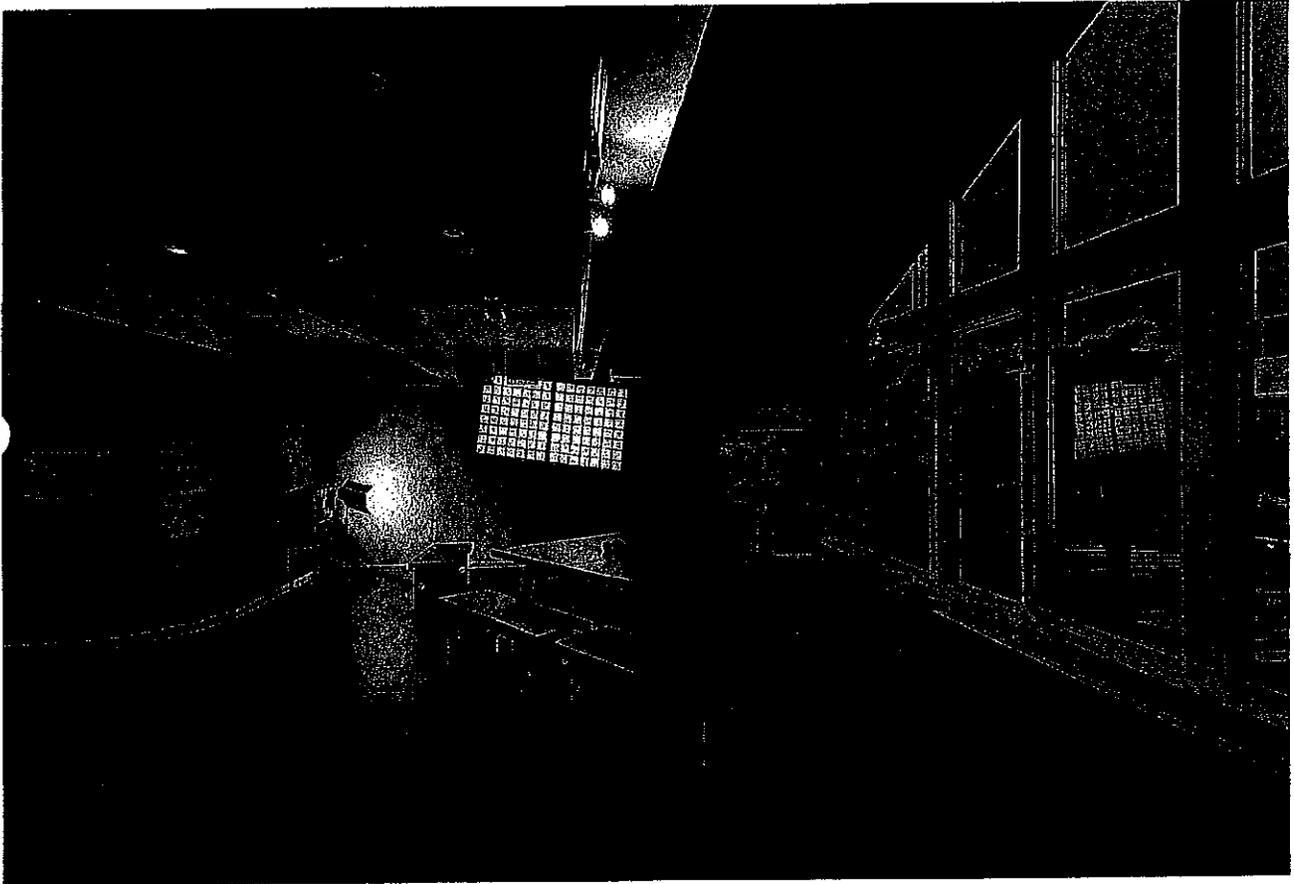
by Briana Saati

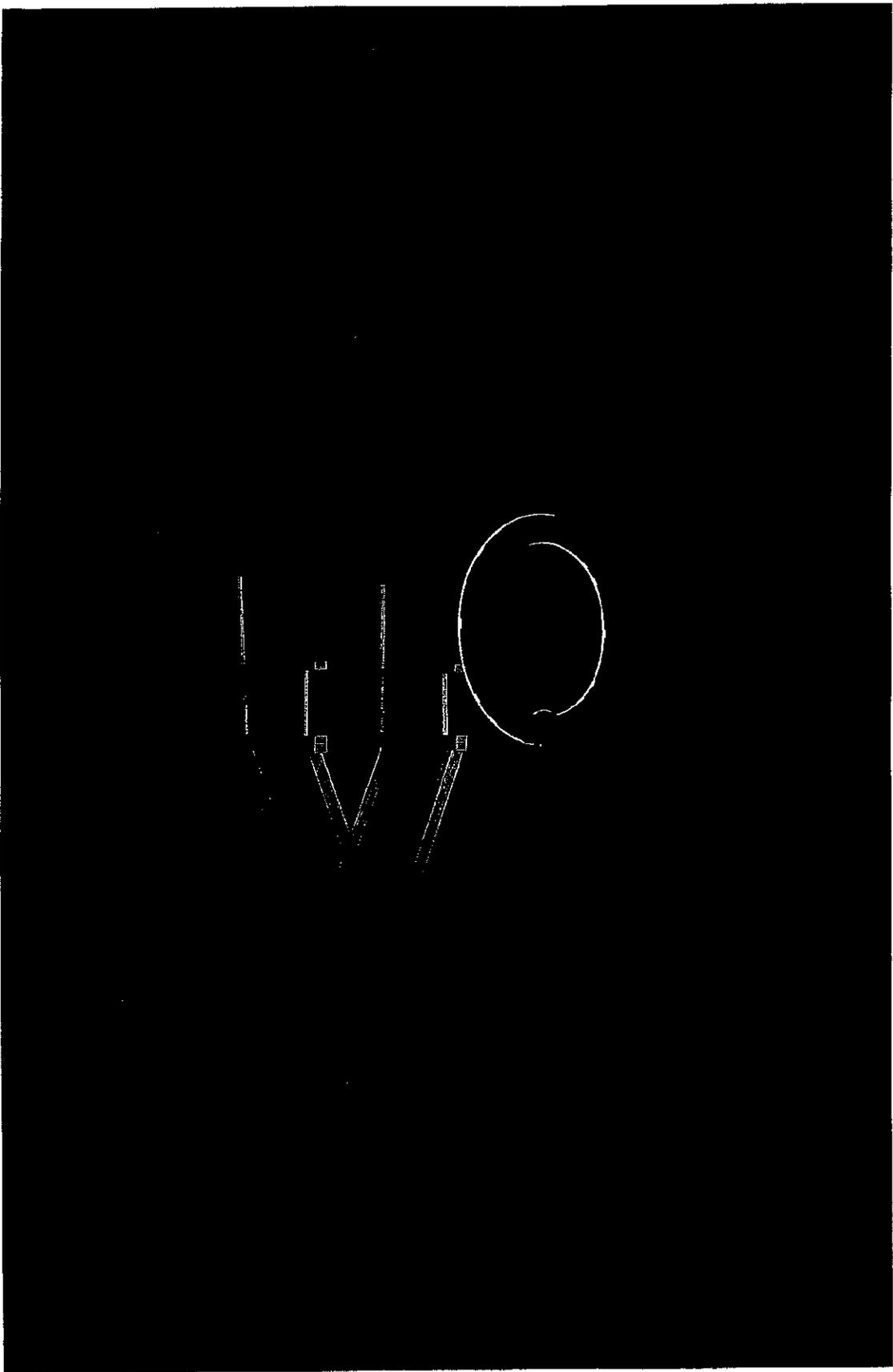
Low Lives presents: on set with Alan Gutierrez - THERE IS NO THERE: interview

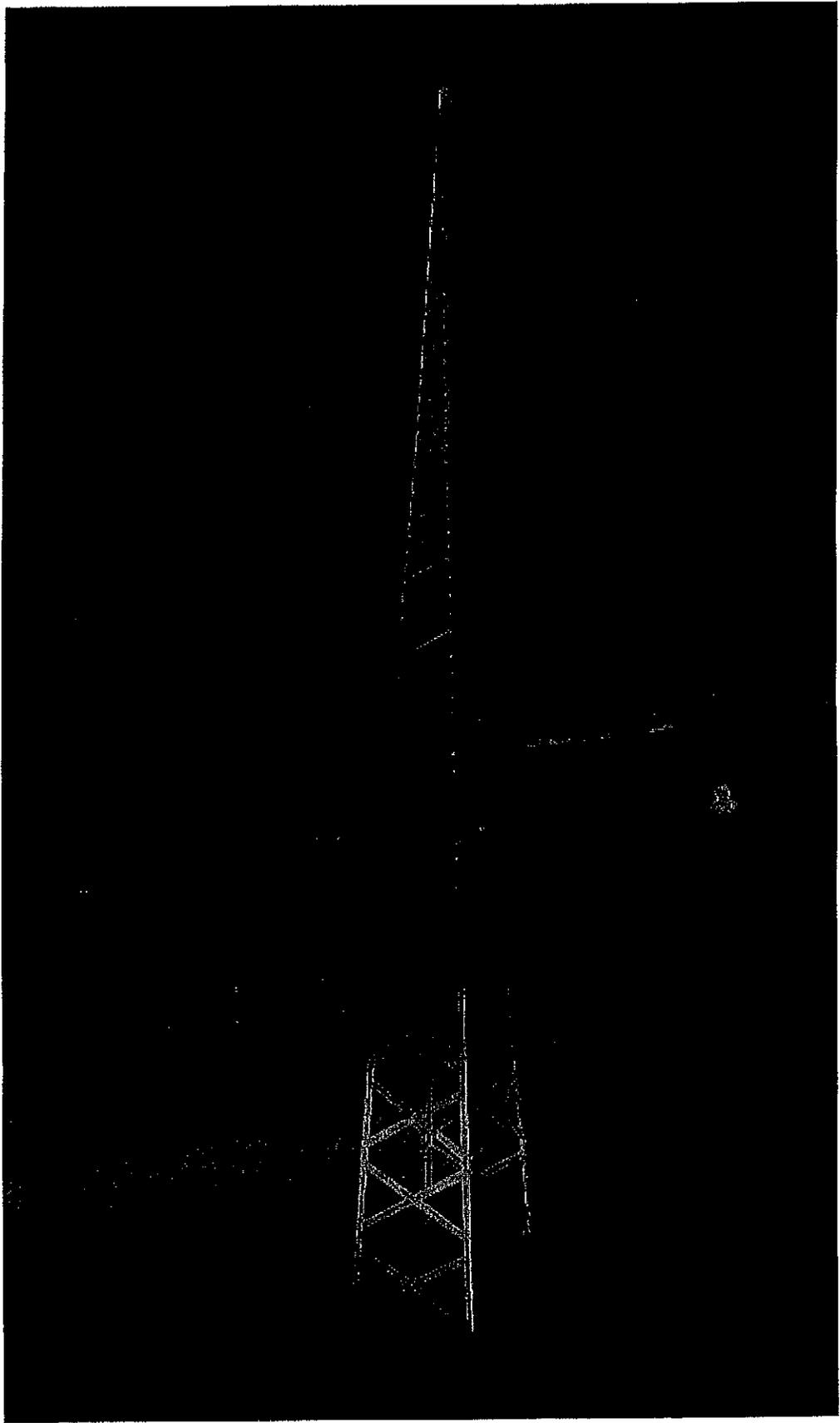
by Hunter Braithwaite

completed work











Proposed work

