### **RESOLUTION No. 20-214**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INSTALLATION OF PUBLIC ART ("SYMPHONY IN GREEN") AT THE DORAL SQUARE DEVELOPMENT PROJECT LOCATED AT 8700 NW 36 STREET, DORAL, FLORIDA, PURSUANT TO THE CITY'S PUBLIC ART PROGRAM; PROVIDING FOR RECORDATION; PROVIDING FOR A MAINTENANCE AGREEMENT, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 15, 2015, the City of Doral (the "City") implemented the Public Arts Program to guide the placement of public art within private and public new developments throughout the city; and

WHEREAS, the intent of the City's Public Arts Program is to stimulate the area's cultural environment, heritage, diversity, and create unique community character through public and private artworks integrated into the architecture, infrastructure, and landscape of new developments; and

WHEREAS, Doral Court Retail Investments, LLC, Doral Square Development, (hereafter referred to as the "Applicant") is constructing a mixed-use project, previously approved by City Council, at 8700 NW 36<sup>th</sup> Street, Doral, FL (the "Project"). The Applicant has elected the option to install artwork within the project as specified in Chapter 75 "Public Arts Program" of the City's Code; and

WHEREAS, on September 16, 2020, the City's Public Arts Program Advisory Board held a meeting and received testimony from the Applicant regarding their art in public places proposal for the Project located at 8700 NW 36<sup>th</sup> Street, Doral, FL; and

**WHEREAS**, after evaluating the Applicant's proposal and considering all testimony, the Public Arts Program Advisory Board voted to unanimously recommend the proposal to the Mayor and the City Council for approval; and

**WHEREAS**, Staff respectfully recommends approval from the Mayor and the City Council of the Public Arts Program application submitted by the Applicant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

<u>Section 1. Recitals.</u> The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

<u>Section 2.</u> <u>Approval.</u> The Mayor and the City Council hereby approve the Public Arts Program application by Doral Court Retail Investments, LLC, for the Doral Square development located at 8700 NW 36<sup>th</sup> Street, Doral, FL, attached hereto as "Exhibit A."

<u>Section 3.</u> <u>Implementation.</u> The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of Chapter 75 of the Land Development Code and this Resolution.

<u>Section 4.</u> <u>Effective Date.</u> This Resolution shall take effect immediately upon its adoption.

Res. No. 20-214 Page **3** of **3** 

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 14 day of October, 2020.

JUAN CARLØS BERMUDEZ, MAYOF

ATTEST:

CONNIE DIAZ, MMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LUIS FIGUEREDO, ESQ.

CITY ATTORNEY

# **EXHIBIT "A"**



# CITY OF DORAL PUBLIC ARTS PROGRAM APPLICATION SUBMITAL CHECKLIST

Please take a moment and read carefully. This completed and signed form must accompany your Public Arts Program Application.

### Applicant must:

- Read and review Public Arts Program Ordinance
- Submit completed Public Arts Program Application form: EXHIBIT A
  - o 1st Page Applicant/Property Owner Information, Architect/Contractor Information
  - o 2<sup>nd</sup> Page Project Information
  - o 3<sup>rd</sup> Page Public Arts Program Requirement options
- Submit preliminary sketches, photographs or other documentation describing the nature of the proposed artwork EXHIBIT B

  INCLUDES AIPP ARTIST/ARTWORK INFO FORM AND ARTIST RESUME
- Submit an appraisal or other evidence of the value of the proposed artwork including acquisition and installation costs **EXHIBIT C**
- Submit preliminary plans with detailed information required by the City to evaluate the location of the artwork and its compatibility with the proposed development project and/or with the character of adjacent developed parcels and the existing neighborhood. Evaluation requirements for proposed location to be considered: EXHIBIT D
  - Works of art shall be located in areas where residents and visitors live and congregate and shall be accessible and visible to the public
  - Areas used by tourists, including parks and thoroughfares, at public or governmental facilities
  - The artwork's appropriateness to the site and permanence of the work considering the environmental conditions at the site
  - The aesthetic quality and harmony with the existing on-site improvements and neighborhood
- Submit a narrative statement to the city to demonstrate that the artwork will be displayed in a public place **EXHIBIT E**
- Submit a written agreement executed by the artist who created the artwork, in which he or she expressly waives all rights that can be waived under applicable state and federal laws. The artist of approved artwork shall grant to the City an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce and distribute two-dimensional reproductions of the artwork for city-related purposes, and grant to the city the exclusive irrevocable ownership rights in any trademark, service mark, or trade dress rights regarding the artwork, pursuant to a license that shall be approved by the city attorney EXHIBIT F
- When artwork is to be placed on private property, submit a written statement executed by the property owner and approved by the city attorney that requires the landowner or his or her successors and assigns to defend, indemnify and hold the city harmless against any liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from any claim, action or liability related to the artwork **EXHIBIT G**
- Submit a statement indicating property owner's willingness to maintain the art work in compliance with section 75-114 of the Ordinance **EXHIBIT G**



# CITY OF DORAL PUBLIC ARTS PROGRAM APPLICATION SUBMITAL CHECKLIST

DAVID MARTIN

8/17/2020

APPLICANT'S SIGNATURE

PRINT

DATE

PUBLIC ART PROGRAM

LIASON SIGNATURE

DATE

DATE

For more information, clarification or questions call the Parks and Recreation Department at (305) 593-6600.

This document is intended only as a guide. Specific requirements or documents may differ based upon your specific project application. The application and review process may be delayed if any item listed is omitted.



Accepted By:	Block	A
Date: 8	201620	
Date: 0	aga a	

## CITY OF DORAL – PUBLIC ARTS PROGRAM PROJECT APPLICATION FORM

This form is to be completed and submitted to the Planning and Zoning Department at the time of application submittal.

PLEASE PRINT	
(PROPERTY OWNER) DORAL COURT RETAIL INVESTMENTS, LLC	
Applicant/Property Owner	
2665 S BAYSHORE DRIVE, SUITE 1020	
Address	
COCONUT GROVE, FL	33133
City	Zip Code
Telephone	Cell Phone
Fax	E-mail
	***
(ARTIST) R&R STUDIOS	
Architect/Contractor	
2654A NW 21 TERRACE	
Address	
MIAMI, FL	33142
City 305-573-0523	Zip Code
Telephone	Cell Phone
Fax	E-Mail
	***
Property Owner	
Address	
City	Zip Gode
Telephone	Cell Phone
Fax	F-Mail

### PROJECT INFORMATION Building Permit #: 2019060174 **DORAL SQUARE** Project Name 8700 NW 36TH STREET, DORAL, FL 33166 **Project Address** This project is: X New Construction \_\_\_ Rehabilitation/ Tenant Improvements Estimated Square Footage of this Project: Proposed Use of this Space: RETAIL Total Project Construction Cost: \$30 MILLION (Total Value of the Construction of, or Reconstruction Work on, Structures as STS (or verified) by the Building Official in Issuance of Building Permit for Construction and Reconstruction. Ordinance No. 2015-09, Section 75-101(d)) Minimum Art Allocation: \$ 300,000 (Government Development Projects shall provide for the acquisition of works of arts equivalent in value to not less than 1.5% of the Total Project Construction Cost. Non-Municipal Development Projects shall provide for the acquisition of works of arts equivalent in value to not less than 1.0% of the Total Project Construction Cost. Ordinance No. 2015-09, Section 75-107(a-b))

[This section of the Application was left blank intentionally]

Anticipated Commencement Date of Construction: \_UNDER CONSTRUCTION

### HOW IS THE PROJECT SATISFYING THE CITY PUBLIC ARTS PROGRAM REQUIREMENT?

() Non-Governmental Development Projects may pay 1% of the project valuation as determined/verified by the Building Official into the City's Public Arts Fund. Ordinance No. 2015-09, Section 75-101(n). The Government Development Projects shall provide for the acquisition of work art consistent with the requirements set forth in Ordinance No. 2015-09, Section 75-107(a);

Commission original art work to be installed on the property (subject to approval by the City's Art Program Advisory Board. Ordinance No. 2015-09, Section 75-106). Complete the Artist and Artwork Information Form;

( ) Donate art work (subject to approval by the subject to approval by the City's Art Program Advisory Board. Ordinance No. 2015-09, Section 75-106). Complete the Artist and Artwork Information Form;

We, the undersigned, have read and understood the City of Doral Public Arts Program Ordinance and the requirements outlined in this application. We understand that we must comply with the provisions of the Ordinance prior to a final inspection and the City's issuance of a Certificate of Occupancy for the development or remodeling activity proposed above. We agree to cooperate with City Building Official and/or designated staff to fulfill the terms and guidelines applicable to the activity proposed above. In addition, a covenant will be recorded at the completion of the project to ensure compliance with the City's Public Arts Program Ordinance and related administrative regulations.

All parties listed below that are involved with the project are required to sign. This application will not be considered complete until all necessary signatures have been obtained.

Applicant/Tenant	Date	
Munipuardt	8/18/20	
Architect/Contractor/Artist	Date	
W DA	8/18/20	
Property Owner	Date	
DAVID MARTIN, MANAGER		

For further information, please contact: Public Arts Coordinator at (305) 593-6630 Planning and Zoning Department



# CITY OF DORAL PUBLIC ARTS PROGRAM ARTIST AND ARTWORK INFORMATION FORM

This form is to be completed by the Artist and submitted to the Public Arts Coordinator in the Planning and Zoning Department with your building plan at the time of applicant submittal.

Artist Name: Hoberto Behar of Address: 2654 NW 21 Terrac	& Rosario Marquardt, R & R Studios e. Unit A
City/State: Miami,FL 33142	
Telephone: 305-573-0523	Email Address: rosario@rr-studios.com
(Note: Enclosed the Artist Re- inspired the development of	sume and Statement which defines the though process that
Description of the Site: Artwo facing Doral Boulevard.	rk is located on the Doral Square building facade
See attached	Artwork (Include Rendering, Maquette, Drawing, Etc.):
Dimensions of Artwork: 16' x  Description of Art Project Fou	
Dimensions of Artwork: 16' x  Description of Art Project Four	210' (3,360sf) Indation or Base: The mural artwork is painted on aluminum inum tube framing structure and attached to building facade.  Site Plan): Artwork is located on the Doral Square

- Lighting Description: The artwork will be lit with the general lighting
   of the building facade.
- 9. Maintenance Description: see attached

(Note: All artwork placed on the site of a development project shall remain the property of the owner of the site; artwork acquired by the City pursuant to Section 75-106 shall remain the property of the City. The obligation to provide all maintenance necessary to preserve and maintain the artwork in good condition shall remain with the owner of that site and the owner's successors and assignee, unless agreed to otherwise by resolution of the City Mayor and Council. Application for such request and all associated fees with processing same shall be borne by the applicant.)

10. Artwork Selling Price: \$ 340,000.00

### **EXHIBIT B**

### R & R STUDIOS

Roberto Behar & Rosario Marquardt 2654A NW 21 Terrace, Miami, FL 33142 P/F 305-573-0523, www.rr-studios.com

### ABBREVIATED CURRICULUM



### BRIEF BIOGRAPHY

R & R Studios, the collaborative office of Roberto Behar and Rosario Marquardt is a multidisciplinary practice weaving together visual arts, design, architecture and the city. Celebrated, as one critic put it "as architects of hope" their works propose encounters of stories and spaces, which alternate between the private and the public, the intimate and the monumental, the quotidian and the fantastic suggesting always "imaginary solutions' for a better world.

Roberto and Rosario received their Diplomas in Architecture from the Universidad Nacional de Rosario in Argentina. Roberto realized postgraduate studies at the legendary Institute for Architecture and Urban Studies in New York City; he has been a visiting artist at the Getty Research Center in Los Angeles and received a Visual Arts Fellowship from the American Academy in Rome. He has been a Visiting Professor at Harvard University, Cornell University and at the University of Maryland. They both currently teach at the University of Miami School of Architecture where Rosario is an Adjunct Professor. Georgy John, is a partner and project manager at R & R Studios, LLC. He holds a Master Degree in Architecture & Urban Design from the GSD at Harvard University and is a licensed architect.

R & R Studios has created award winning landmark projects around USA, and their work has been published in over 250 publications worldwide and five monographs.

### SELECTED AWARDS:

Best Public Art 2019. A Midsummer Night's Dream, Balboa Plaza. Best of Coral Gables 2019 Coral Gables Magazine. July 2019.

Best Public Art; Best of Miami 2018. Miami New Times. Peace & Love, Miami International Airport

Award of Excellence 2014. Miami Chapter of American Institute of Architects Intermodal Station Façade. Warwick, Rhode Island

Award of Excellence 2013. Miami Chapter of American Institute of Architects Museum of Art Ft. Lauderdale. Ft. Lauderdale, Florida

Award of Excellence 2012. Miami Chapter of American Institute of Architects Toftegards Plads Syd. Denmark, Copenhagen

Americans for the Arts Year in Review Best Public Art Projects 2014 Desert Spring, Sonoran Boulevard, Phoenix, Arizona

Arizona Forward Award of Merit 2014. Desert Spring, Phoenix Arizona

Best of Austin 2010. Austin Chronicle. Austin Open Room, Austin, Texas

Americans for the Arts Year in Review Best Public Art Projects 2007. All Together Now, Denver, Colorado

National Terrazzo Award 2007. The National Terrazzo and Mosaic Association. Camelback Underpass. Phoenix, Arizona

### MONOGRAPHS:



The Peace Project
Denver Museum of
Contemporary Art 2007



"M"
R & R Studios Incomplete Works
Homemade Editions 2011



The Living Room R & R Studios Incomplete Works Homemade Editions 2013



Museum Works R & R Studios Incomplete Works Homemade Editions 2013

### SELECTED PUBLIC ART MASTER PLANS

- 2018 Greenway Public Art Master Plan. Charleston, NC
- 2017 Emeryville Shellmound/Powell Street Public Art Master Plan. Emeryville, CA
- 2013 Opa-Locka Public Art Masterplan. Opa-locka CDC. Opa-locka, FL.
- 2000 Port Everglades.Public Art Master Plan. Broward Cultural Affairs Council. FL.

### SELECTED URBAN INTERVENTIONS

- 2020 Peace & Love. Coral Springs, FL
- 2020 Federal Building, Sculpture & Plaza, GSA, San Juan, Puerto Rico.
- 2018 Roosevelt Plaza and Sculpture, Seattle Sound Transit Station (construction phase)
- 2018 M. Valley Metro Station. Sculpture & Plaza. Mesa, AZ.
- 2018 Skywall. Phoenix International Airport Sky Train Platform. AZ (Construction Documents Phase)
- 2018 Supernova. Coachella Music & Arts Festival. CA
- 2017 Balboa Plaza. Public Square. Coral Gables, FL
- 2017 Flowers & Flowers. Marriott Hotel, Sunny Isles, FL.
- 2017 Garden of Rememberance. Seaside, Florida (work in progress)
- 2016 Besame Mucho. Coachella Music & Arts Festival. CA
- 2015 Peace & Love. Miami International Airport, Miami, FL.
- 2014 Sonoran Boulevard Phoenix Office of Arts and Culture. Phoenix, AZ.
- 2014 Rhode Island Airport Interlink Station. Warwick, RI.
- 2014 Question Mark. Madison Public Central Library. Madison, WI.
- 2013 Watching the wheels go round & round Museum of Art. Fort Lauderdale, FL.
- 2011 Open Room. Cultural Arts Division. Austin, TX.
- 2010 Indian School Road. Scottsdale Public Art Program. Scottsdale, AZ.
- 2009 All We Need Is Love. Miami International Airport, Miami, FL
- 2008 Broward County Children's Museum Broward County Public Art & Design Dept., Davie, FL.
- 2007 All Together Now. Denver Urban Renewal, Denver, CO.
- 2007 Camelback Pedestrian Underpass. Phoenix Office of Arts and Culture. Phoenix, AZ.
- 2003 Plaza Esperanza & Mask. CIVA. Brussels, Belgium.
- 2003 Alice, Public Art Biennial. Neuberger Museum of Art. Purchase, NY.
- 2002 KIDS! Design & Architecture School. Miami, FL
- 2002 Paradise Room. Miami-Dade Art in Public Places. Miami, FL.
- 2001 The Living-Room. Miami, FL.

### SELECTED EXHIBITIONS

Call to Order. University of Miami, School of Architecture Instant Happiness. Museum of Modern Art. Buenos Aires, Argentina

A Poem in the Form of Flowers & A Midsummer Night's Dream. SCAD Museum of Art. Savannah, GA

Instant Happiness. Monoambiente. Buenos Aires, Argentina The Pursuit of Happiness. Boca Raton Museum of Art. Boca Raton, FL

Temporary Structures. Walter and McBean Gallery /San Francisco Art Institute. San Francisco, California

Time of Friendship. Museum of Art of Fort Lauderdale. Fort Lauderdale, USA

The Absent City. Museum of Contemporary Art. Madison, WI (Individual Exhibition)

The Peace Project. Museum of Contemporary Art Denver, Colorado (Individual Exhibition)

Brasil Ainda Moderno. Palais de la Porte Doree. Paris, France.

I Feel Mysterious Today. Palm Beach Institute of Contemporary Art. Palm Beach, USA.

Ogden Museum of Art. New Orleans, USA.

Miami Art Museum. Miami, USA. (Individual exhibition)

Neuberger Museum of Art. Purchase, New York. USA

Centre International pour la Ville, l'Architecture et le Paysage. Brussels, Belgium

The University of Miami. Miami, USA. (Individual exhibition)

Bass Museum of Art. Miami Beach, USA.

Foundation Pour l'Architecture. Brussels, Belgium.

Institut Claude-Nicolas Ledoux. Arc et Senans, France.

Museum of Contemporary Art, MOCA. North Miami, USA.

### SELECTED LECTURES

Instituto Universitario de Architettura di Venezia. Italy Greater Des Moines Public Art Foundation. Des Moines, IA Walter and McBean Gallery, San Francisco Art Institute. Scuola di Dottorato - Universita IUAV di Venezia. Italy Universidad Nacional de Rosario. Rosario, Argentina

City of Jerusalem, Jerusalem, Israel

Madison Museum of Contemporary Art. Madison, WI USA Museum of Contemporary Art, Denver, USA

Frost Art Museum, Miami, USA

International Sculpture Center - Cincinnati, USA

Miami Art Museum. Miami, USA.

American for the Arts Annual Meeting. Miami Beach, USA.

Palm Beach Institute of Contemporary Art. Palm Beach, USA

Universidad Federal do Rio Grande do Sul. Porto Brazil Fondation pour l'Architecture. Brussels, Belgium.

Ecole Polytechnique de Lausanne. Lausanne, Switzerland.

American Academy in Rome, Rome, Italy,

### SELECTED PUBLICATIONS

- 2020 Little America: Incredible True Stories of Immigrants in America. Roberto Behar Argentina-Florida. Swann, Jennifer.
- 2019 Public Art #5-2019. Vila, Teresa PhD. "The Emotional Monuments of Roberto Behar & Rosario Marquardf"
- 2019 Best Public Art 2019. Faber, JP. A Midsummer Night's Dream, Balboa Plaza. Best of Coral Gables 2019 Coral Gables Magazine. July 2019.
- 2019 Fresh Art International. Podcast. Byrd, Cathy. "Rosario Marquardt and Roberto Behar on Creating Emotional Monuments".
- 2018 Designboom. R & R Studios Supernova.
- 2018 Dezeen. Artworks Headlining Coachella Music Festival
- 2016 LA Times. Is Coachella getting political? Los Angeles, USA
- 2016 NYLON. Los creadores del famoso BESAME MUCHO, Mexico Mexico
- 2016 Barzon # 40. R & R Studios Arte, Arquitectura y la Vida Misma. Buenos Aires, Argentina.
- 2015 Summa+ 141. Toftgards Plads Syd, en Copenhague. Sao Paulo, Brazil.
- 2013 Marie Claire Italia. Criara, Silvia. Miami o Non Miami. Milano, Italia.
- 2011 Summa+ #115. Behar, Roberto. *Miami: Ciudad del Mañana* Buenos Aires, Argentina.
- 2011 Wallpaper. McKenzie, Dominic. *Miami Urban Renaissance*. London, United Kingdom.
- 2010 Barzon. Alfonso Corona Martinez. Miami Stars, Una Conversacion Con Rosario Marguardt y Roberto Behar. Buenos Aires, Argentina.
- 2010 Architonic, Sokol, David. Form Follows Fear: in conversation with R. Behar & R. Marguardt. Zurich, Switzerland
- 2008 Le Monde.Champenois, MIchele. Flanerie < Arty> a Miami. Paris, France
- 2007 Art Nexus. Julieta Gonzalez. Roberto Behar & Rosario Marquardt's Jour ney into the City. Miami, USA
- 2007 Wallpaper Miami Guide, London, United Kindom.
- 2007 La Voz Nueva, Bain, Don. A Peaceful Place for Denver, Denver, USA
- 2007 The Denver Post. MacMillan, Kyle. Art and Optimism in The Peace Project. Denver, USA
- 2006 Dwell. Vol. 6 #7. Aaron Britt. Detour. San Francisco, USA.
- 2005 Lonely Planet. Miami & the Keys. Italy.
- 2004 New Times. Best of Miami 2004. Best Local Artist. Roberto Behar & Rosario Marquardt. Miami, USA.
- 2004 ELLE #3034.Dupuy, Pascale. Miami S'Expose. Paris, France.
- 2004 Arte al Día: News USA. Bello, Milagros. Roberto Behar & Rosario Marquardt: The Artists of the Month. Miami, USA.
- 2004 Art in America. Kuntz, Melissa. Roberto Behar & Rosario Marquardt. NewYork. USA
- 2003 The New York Times. Goodnough, Abby A Century Old City Still in the Process of Being Invented New York, USA.
- 2003 Wallpaper # 62. Ellwood, Mark. Miami Nice. London, United Kingdom.
- 2003 Architektur. Aktuell. Thiry, Francois. Die Amerikas- Grausamkeiten und Utopien. Ausstellung *Cruate & Utopie in Brussel*. Vienna, Austria.
- 2001 The New York Times. Paul, Donna. Mr & Mrs Magritte Living Large in Miami. New York, NY



NEW YORK TIMES, NY



LOS ANGELES TIMES, LA



WALLPAPER, LONDON

### The New York Times

House Home



New York Times, New York



Elle, Paris



Lonly Planet, Melbourne



Art aims to bring Interlink 'together'



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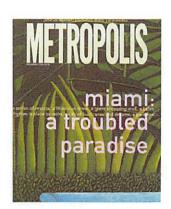
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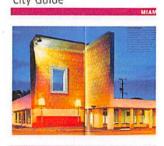


Designboom, London



Metropolis, New York

### Wallpaper\* City Guide



Wallpaper, London



New Times, Miami







Casabella, Milan



Marie Claire Italia, Milan







The Rough Guide, London



Barzon, Buenos Aires



lânerie « arty » à Miami



Le Monde, Paris



Roberto Behar and Rosario Marquardt

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Art Nexus, Miami



Blueprint, London

### The Miami Herald





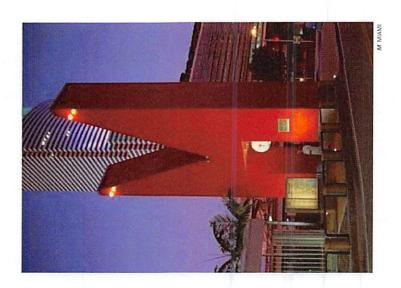
Miami Herald, Miami

# R & R STUDIOS



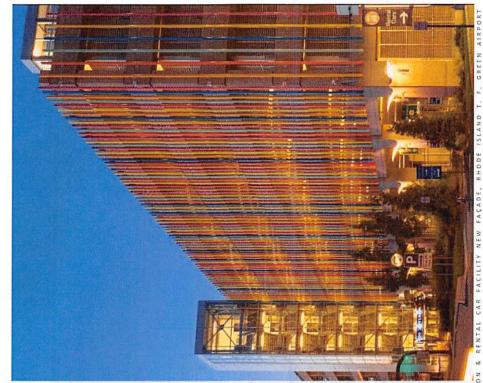
ROSARIO MARQUARDT & ROBERTO BEHAR

PROPOSE ENCOUNTERS OF STORIES AND SPACES, WHICH ALTERNATE BETWEEN THE PRIVATE AND THE PUBLIC, THE INTIMATE AND THE MONUMENTAL, THE QUOTIDIAN AND THE FANTASTIC R & R STUDIOS, THE COLLABORATIVE OFFICE OF ROBERTO BEHAR AND ROSARIO MARQUARDT IS A MULTIDISCIPLINARY PRACTICE WEAVING TOGETHER VISUAL ARTS, DESIGN, ARCHITECTURE AND THE CITY, CELEBRATED, AS ONE CRITIC PUT IT 'AS ARCHITECTS OF HOPE" THEIR WORKS SUGGESTING ALWAYS "IMAGINARY SOLUTIONS" FOR A BETTER WORLD.

















**NEW YORK** 

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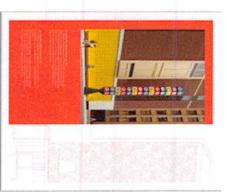


Hänerie « arty » à Miami

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PARIS



**BUENOS AIRES** 

THE WORK OF ROBERTO AND ROSARIO HAS BEEN PUBLISHED IN OVER 200 PUBLICATIONS WORLDWIDE.

The New York Times



MIAMI S'EXPOSE



PARIS

Art in America

**NEW YORK** 



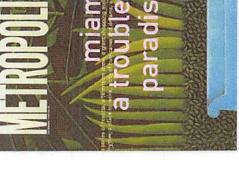
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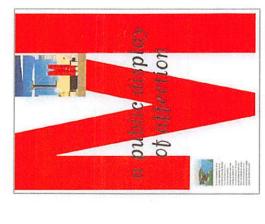


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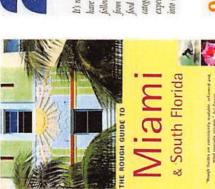
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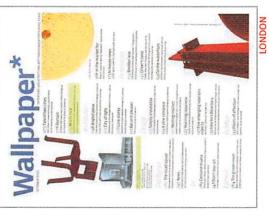
If not possible to see everything that Minni and South Floridat have to offer in one trip — and we don't suggest you try. What follows is a selective and subjective taste of the area's highlights, from its remarkable beathes and playful architecture to inventive food and ribrant nightlife. They're arranged in five color-coded categories to help you find the very best things to see, do, and experience. All entries have a page reference to take you straight into the text, where you can find out more.

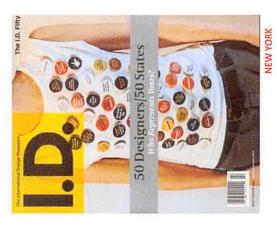




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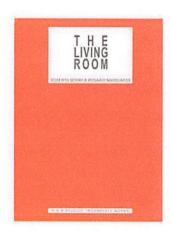




**NEW YORK** 



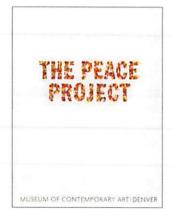
The interdisciplinary office of Roberto Behar & Rosario Marquardt, was commissioned by Miam Dade Art in Public Places to design a project celebrating the centennial of Miami. Their imaginative solution, "the biggest 'M' in the world." has become a Miami landmark and a source of wonder for citizens and visitors alike. The story of the design and construction of the "M" told by the artists through words, drawings, models, and photographs, exemplifies the continuing collective invention of Miami. M is the first volume of the on-going series R & R STUDIOS INCOMPLETE WORKS. The book is published in an edition of five hundred, fifty copies are signed and numbered and five copies come with a photograph. . . .



THE LIVING ROOM is the subject of the second volume in the on-going series: R & R STUDIOS INCOMPLETE WORKS. The book documents the project from its genesis to the completed construction through words, conceptual sketches, drawings, models and photographs. Described as utopian vision, imaginary solution and built dream, THE LIVING ROOM is a visionary experiment that best explains R & R Studios critical effort to bring emotion into the public realm and their unique approach to bridge art, architecture and the city. The book is published in an edition of five hundred, fifty copies are signed and numbered and five copies come with a photograph.



MUSEUM WORKS is the subject of the third volume in the on-going series: R & R STUDIOS INCOMPLETE WORKS. The works selected for this volume belong simultaneously to the museum and the city. Models, installations and architectural projects in this book are all part of a web of interconnected ideas that feed into each other and embody certain preferences, interests and perhaps obsessions of the authors. Included is this edition are installations by R & R at PAMM, MOCA|Denver, and Madison MOCA, urban interventions at CIVA in Brussels and a project addition to the Museum of Art Fort Lauderdale. The book is published in an edition of five hundred, fifty copies are signed and numbered and five copies come with a photograph



An artist book published in conjunction with "The Peace Project", an installation by Roberto Behar & Rosario Marquardt, R & R Studios at the Museum of Contemporary Art / Denver, March 30-July 1, 2007. Homemade Editions, An edition of 300 copies + postcard of the installation. One hundred signed and numbered by the artists. The book by the architect-artist duo is a model of the museum installation, it recalls children's cut out books and suggests the idea of the project as a gift to take home to be reassemble.



Symphony in Green July, 2020

DORAL SQUARE BUILDING 8700 NW 36 STREET

Symphony in Green Doral Square 8700 NW 36 Street Doral, FL 33166

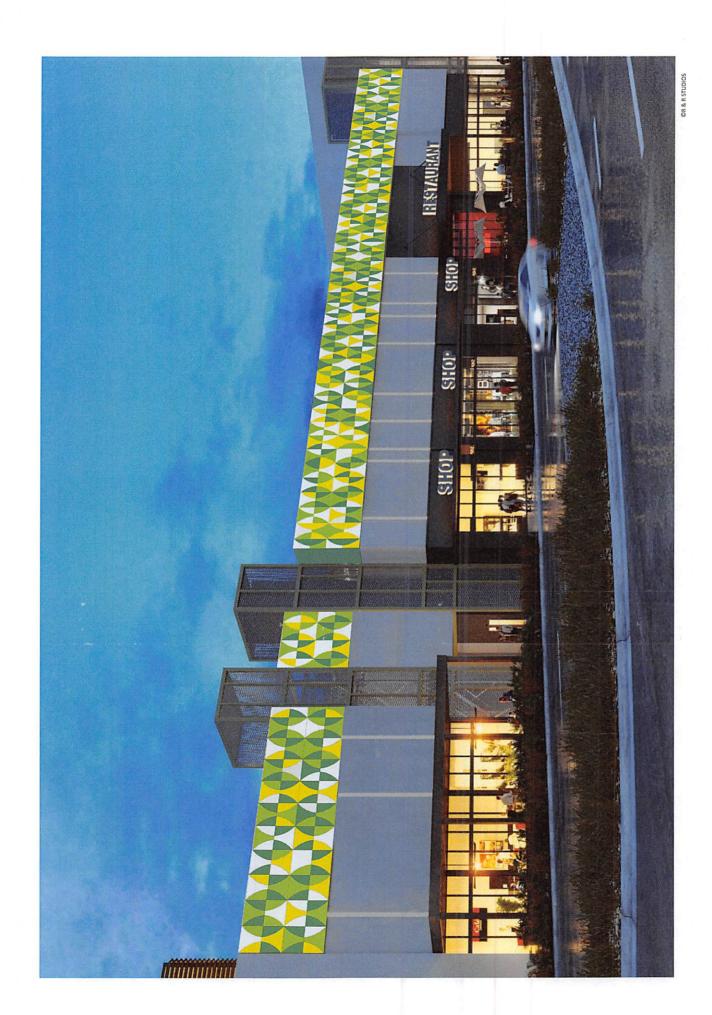
Symphony in Green celebrates the unique geography and landscape of South Florida.

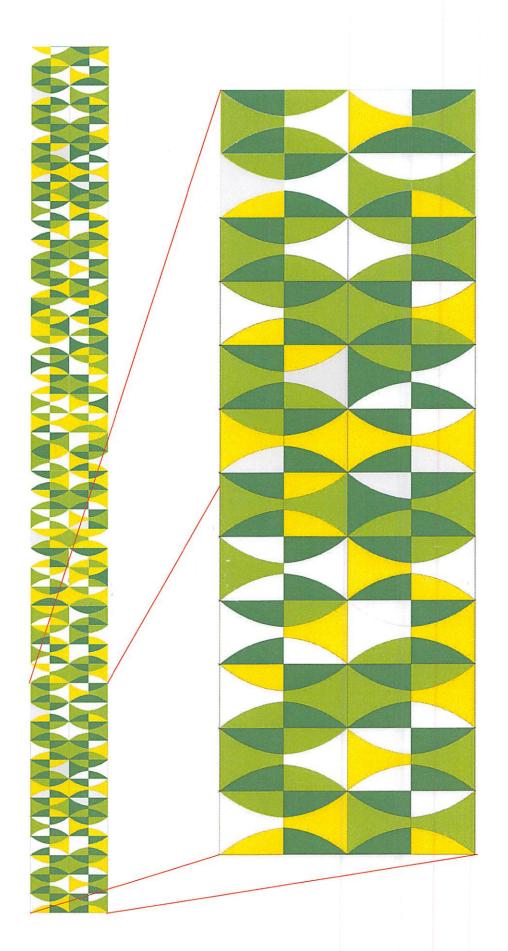
Symphony in Green simultaneously performs as an urban painting and a colorful frieze crowing the Doral Square building.

The 210 feet long by 16 feet high artwork renders our tropical flora and creates an ever-changing rhythm of colors and shapes. Curvilinear forms and vibrant shades of green are interwoven together forming a virtual tropical crown on the upper section of the Doral Square building.

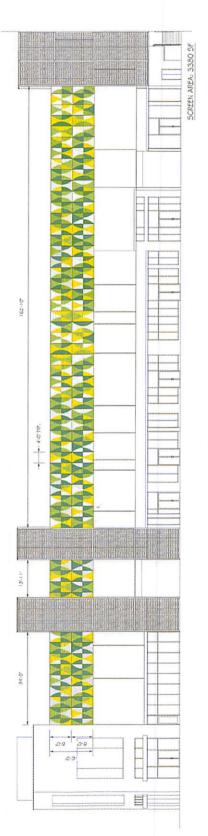
The art project develops in parallel and subtle contrast to the building project adding an element of awe and a note of color and wit.

Roberto Behar & Rosario Marquardt R & R Studios July 2020

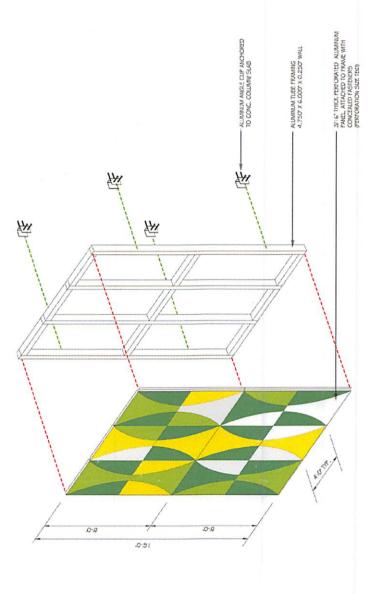








NORTH ELEVATION



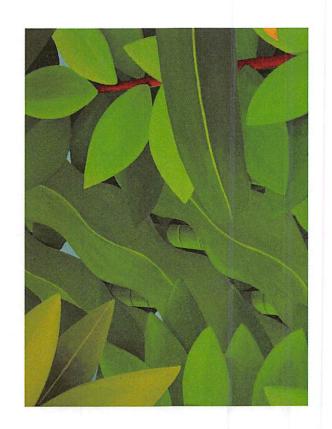
# SCREEN ASSEMBLY DIAGRAM

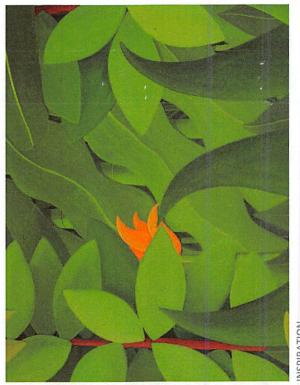






INSPIRATION





INSPIRATION

Symphony in Green Doral Square 8700 NW 36 Street Doral, FL 33166

### Maintenance Requirements:

The mural artwork is painted on (min. 3/16" thick) aluminum panels supported by an aluminum tube framing structure and attached to the building façade. R & R Studios recommend to use Tnemec's Fluoronar Series paint or approved product of equal quality to execute the work.

The artwork is relatively maintenance free. The painted panels should be visually inspected at least once a year for any damage (structural and non-structural). R & R Studios recommends to wash the sculpture at least twice a year depending on the accumulation of dirt to help preserve the finish. Minor paint damages can be repaired using touch up paint applied with brush. To remove graffiti R & R Studios recommends to use isopropyl alcohol soft cloth or mineral spirits; however, anything abrasive or solvent based chemicals should not be used.

It is anticipated that repainting of the sculpture may be required every 10 to 15 years depending on the level of color fading. The Tnemec Fluoronar Series provides up to 10 year warranty on color retention. When repainting, R & R Studios recommends to remove the panels and repaint them in shop.



# PROPOSAL REV. 16

Date: JUL 29-2020

Project: DORAL SQUARE

Client: ANDREW PETRSORIC

TERRA GROUP

Phone: (908) 462 44 32

We are pleased to provide you with the following proposal and corresponding terms and conditions.

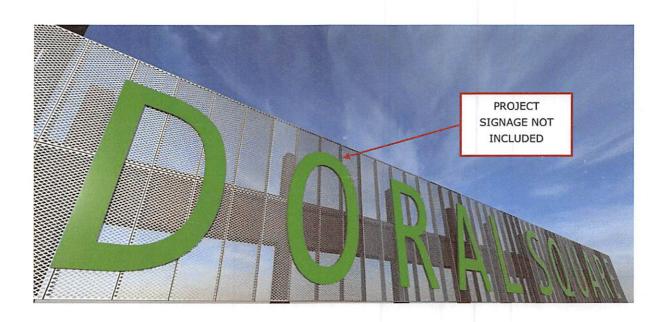
DESCRIPTION	QTY	UOM	SHEET No.	PRICE
<ul> <li>PERFORATED METAL PANELS (ME-20):</li> <li>Aluminum perforated panels AA3105 H14.</li> <li>Thickness 0.098" for stairs and 0.125" for east elevation.</li> <li>Vertical modulation: 3'-6" x 7'-4". Art: CNC PUNCHING, assumed 40% open area.</li> <li>Aluminum vertical profiles AA6061 T6 5" x 2" for north elevation and 6" x 4" for south and east elevations.</li> <li>Horizontal aluminum profiles AA6061 T6 8" x 2" for north elevation to provide extra support at third floor on the stairs.</li> <li>Aluminum brackets and mechanical attachments are considered. If embeds are needed, the price will increase.</li> <li>Elements to be included to reach architectural facade plane.</li> <li>Stair 1 facade does not float, Elevator facade floats 2'-0", stair 2 facade floats 1'-0" and stair 3 facade floats 1'-6".</li> <li>Aluminum finish: Duranar 2 - Coat Stock Color.</li> </ul>	8,094	SQFT	A4.01 A4.02 A8.07 A8.08 A8.09 A8.10 A8.11 A8.12	\$ 340,000
<ul> <li>LOUVER SYSTEM (ME-27):</li> <li>255 SQFT of 5"D Aluminum mechanical louver with 15'W x 17'H dimensions located in the North Elevation. The blades are horizontally oriented. The louvers modules are attached to 4" x 12" mullions. All screws are of stainless steel. Insect screen, Bird screen and Blank off panel not included.</li> <li>366 SQFT of Decorative louver system located in the roof. Aluminum Luviline screen attached to 2" x 4" profiles with 2" x 6" posts and 2" x 4" kickers. The blades are horizontally oriented with 3 1/2" OC among them. All screws are of stainless steel.</li> <li>Aluminum Finish: Duranar 2-Coat Stock Color.</li> </ul>	621	SQFT	A4.01 A4.02 A5.03 A8.00	\$ 60,000

# ARTWORK COST

3,540	SQFT	A2.02 A2.03 A4.01 A4.02	\$ 340,000
w	w		144000
			3,540   SQFT   A4.01

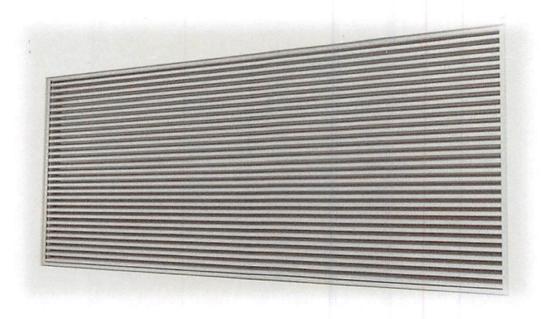
Renders

**Perforated Metal Panel:** 

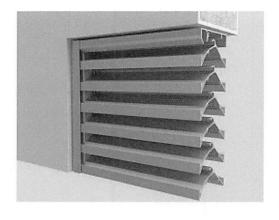


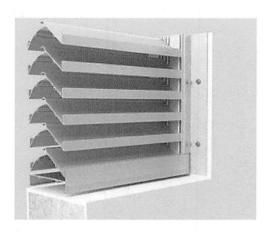


5"D Mechanical Louver:



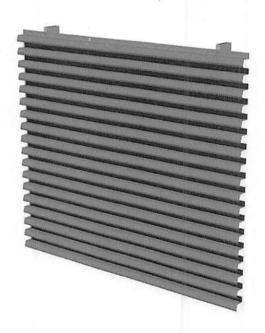
14820 NW 60<sup>th</sup> ave Miami Lakes, Florida 33014 Office: (786) 332-6901 | Fax: (786) 358-6069







**Luviline Louver System:** 



14820 NW 60<sup>th</sup> ave Miami Lakes, Florida 33014 Office: (786) 332-6901 | Fax: (786) 358-6069

# **Artistic Concept Metal Panel System:**





**14820** NW 60<sup>th</sup> ave Miami Lakes, Florida **33014** Office: (786) 332-6901 | Fax: (786) 358-6069

### **DURANAR TWO COAT COMPONENTI STOCK COLOR**

Two coats: Primer and color coat



Black UC40577



Arcadia Silver UC70123F



Silverstorm UC106685F



Bermuda Bronze UC105262



### **Inclusions**

Bone White

UC43350

- 1. Submittals as required for Componenti scope portions of the project only.
- 2. Shop drawings signed and sealed by a Professional Engineer.
- 3. Delivery of product to the project site is included in our proposal.
- 4. This proposal includes the cost for equipment necessary for installation of Componenti's scope of work. Access to these areas is assumed.
- 5. PPG paint finish on sub-framing and panels. 5 years warranty on finish.
- 6. Componenti is providing signed and sealed design drawings as well as all structural supported required.

### Clarifications and Exclusions

- 1. All structural elements required to be within screening system scope.
- 2. We exclude stud framing, sheathing, waterproofing, if applicable.
- 3. We exclude sealants and break metal trim.
- 4. We exclude all demolition, concrete work, foundations or patching of the existing surfaces, if applicable.
- 5. We exclude lighting, signage and electrical work, if applicable.
- 6. Final cleaning is by others. We will install our product clean and residue free. Componenti includes the cost to maintain a clean work area and will bring all debris to a dumpster provided by others.
- 7. Protection of our products after install would be by others and is not included in our proposal.
- 8. Componenti has not included temporary barriers or street closure devices or the associated costs.
- 9. Componenti will submit a sub-permit under General Contractor master permit and will cover associated costs.
- 10. Project price may change depending on final UC aluminum reference color choice.
- 11. Endcaps not included in this proposal.
- 12. Project signage not included in this proposal.
- 13. Subframing mullions will not be capped or covered.
- 14. 5"D Mechanical Louver is product designed and tested to comply with the requirements of the 6th edition Florida building code (2017) including High Velocity Hurricane Zone (HVHZ). Rated for large and small missile impact.
- 15. Our Luviline System in the roof requires structural support by others.

### **Schedule and Durations**

**Shop Drawings:** 6 Weeks

Material Procurement & Fabrication: 10 Weeks after Shop Drawing approval

**Installation:** 10 Weeks

### **Standard Payment Terms**

Componenti must have timely payment for engineering services and materials brought into our facility and properly stored and documented.

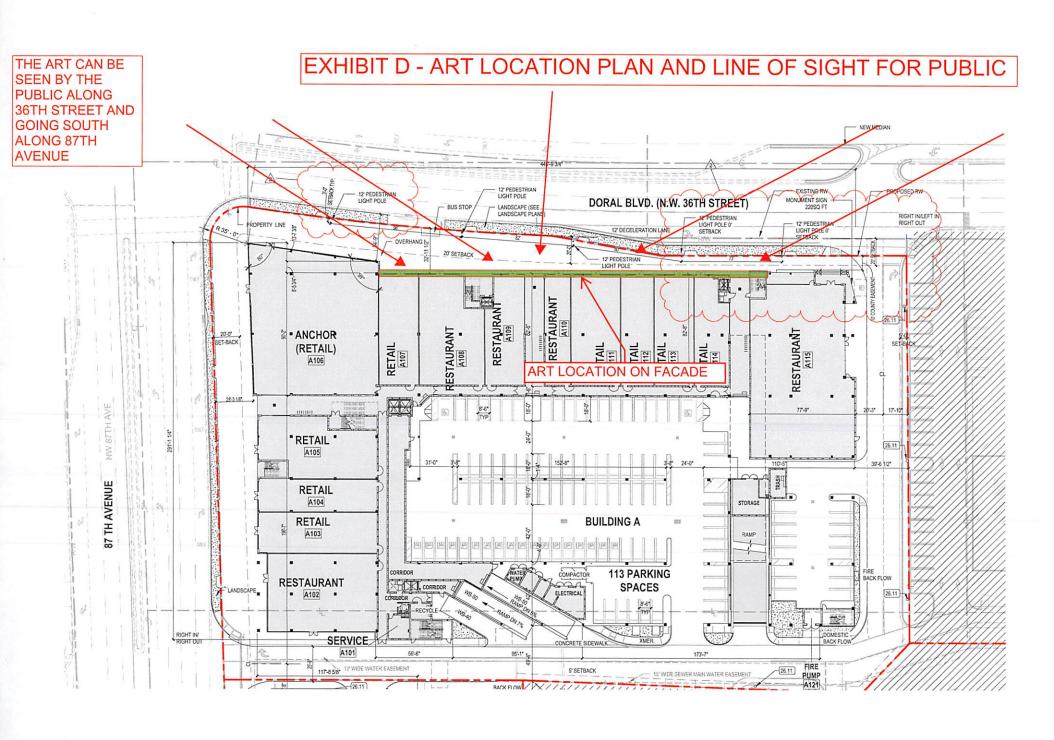
1. We require a 35% deposit for shop drawings, engineering and material procurement. There is to be no retainage on the deposit.

2. The remaining 65% balance is due in progress payments shall be billed and based on completion of fabrication and installation. There shall be 5% retainage on the installation only.

### **Terms & Conditions**

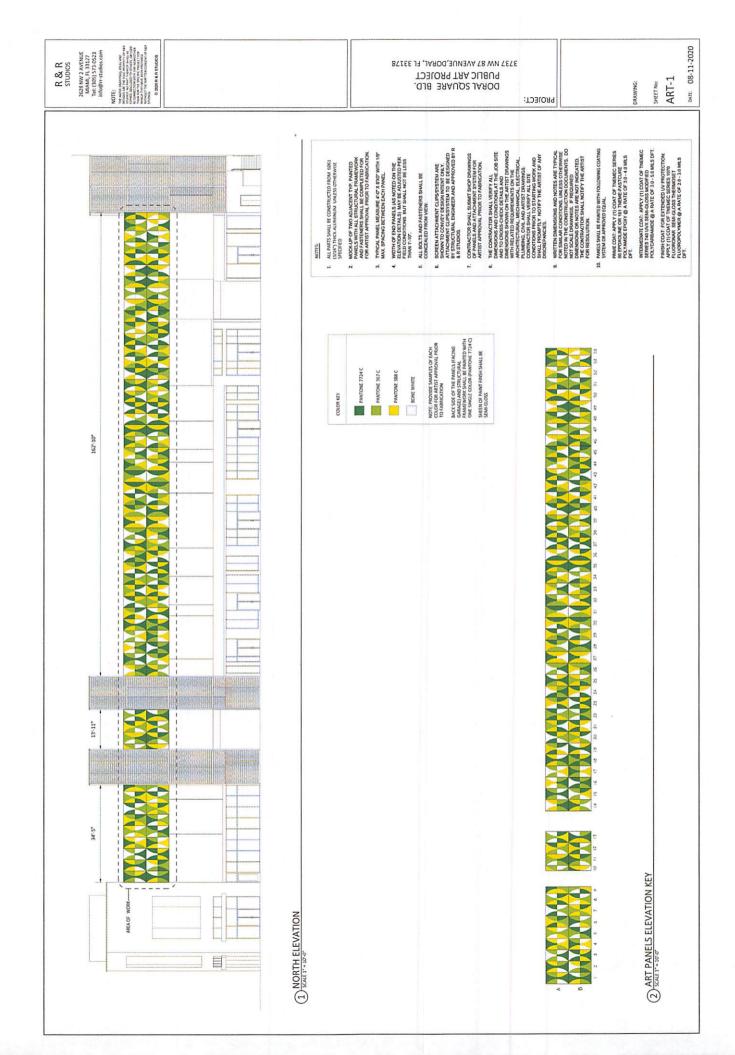
- Change Orders will have burden applied separate from overhead and profit. Change Orders must be
  received prior to proceeding with any new work. If the total value of all Change Orders increases
  the Subcontracted value by more than 10% of the original Subcontract value than Componenti
  reserves the right to receive a change order for the impact of the Change Orders on the value of
  the original Subcontract amount.
- 2. Payment shall be received 45 calendar days from the invoice date. After 7 additional days, if payment has not been received, Componenti will notify the owner or its representative of the lack of payment. If payment is still outstanding at 60 calendar days, Componenti reserves the right to pull off the work and will restart upon receipt of payment as well a change order for the costs to demobilize and remobilize. If there is a dispute regarding payment, Componenti must be notified within 7 days of the original submission of the invoice and the undisputed amount should be paid and the dispute, if significant, should go through the dispute resolution process enumerated below.
- 3. The basis of this quotation is that there is no retainage on fabricated materials. Retainage will only be allowed on the installation, at no more than 5%.
- 4. Final payment is due at the earlier date of either 45 days after the last work is installed or when the certificate of the occupancy is issued. Interest at 1.5% per month accrues on the unpaid balance from the earliest date of the money is due.
- 5. Componenti reserves the right to terminate this Subcontract for its convenience in the case of a cardinal delay or if payment has not been provided as required.
- If the Subcontract is terminated by the Contractor for any reason, Componenti reserves the right to be compensated per the terms of the A1A 401 or based on the completed percentage of its Schedule of Values, whichever Componenti elects.

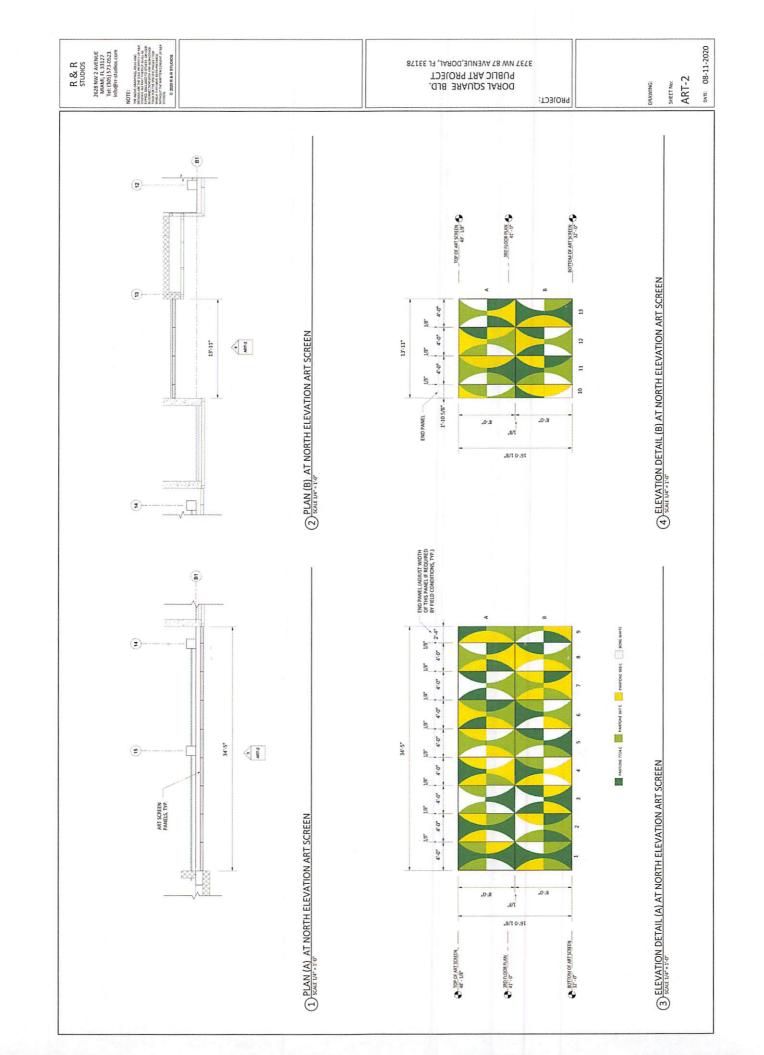
TERMS AGREED UPON AND APPROVED BY:		
GC / DEVELOPER SIGNATURE	DATE	
PRINTED NAME		
TITLE	<del></del>	

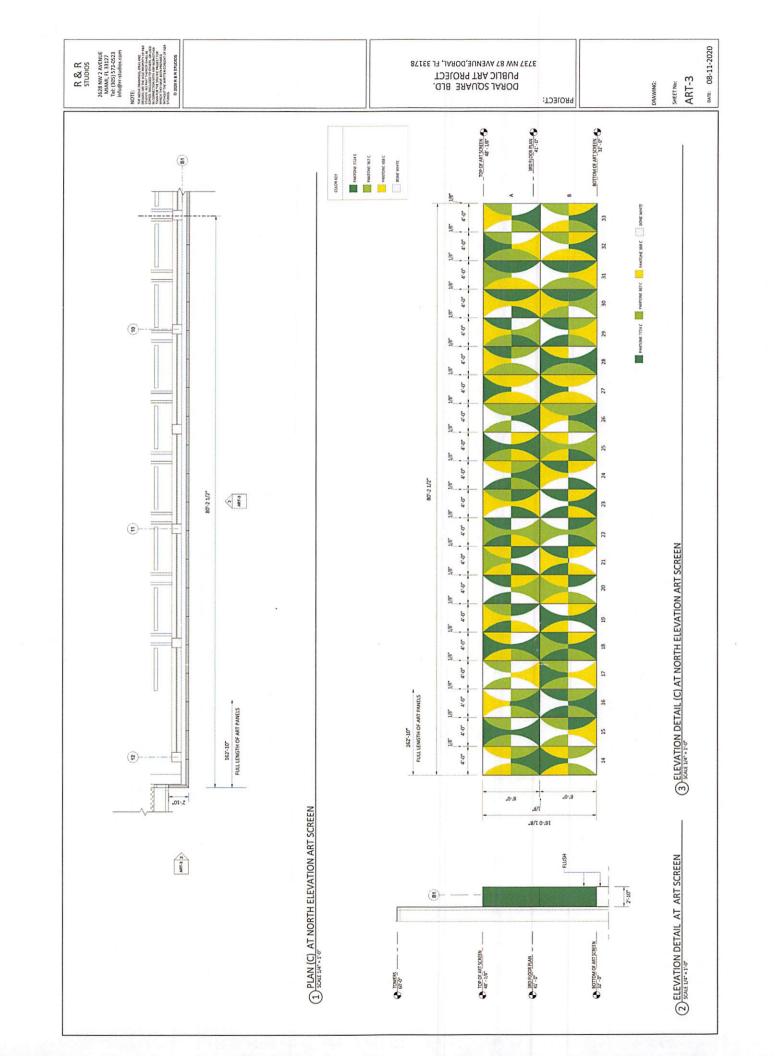


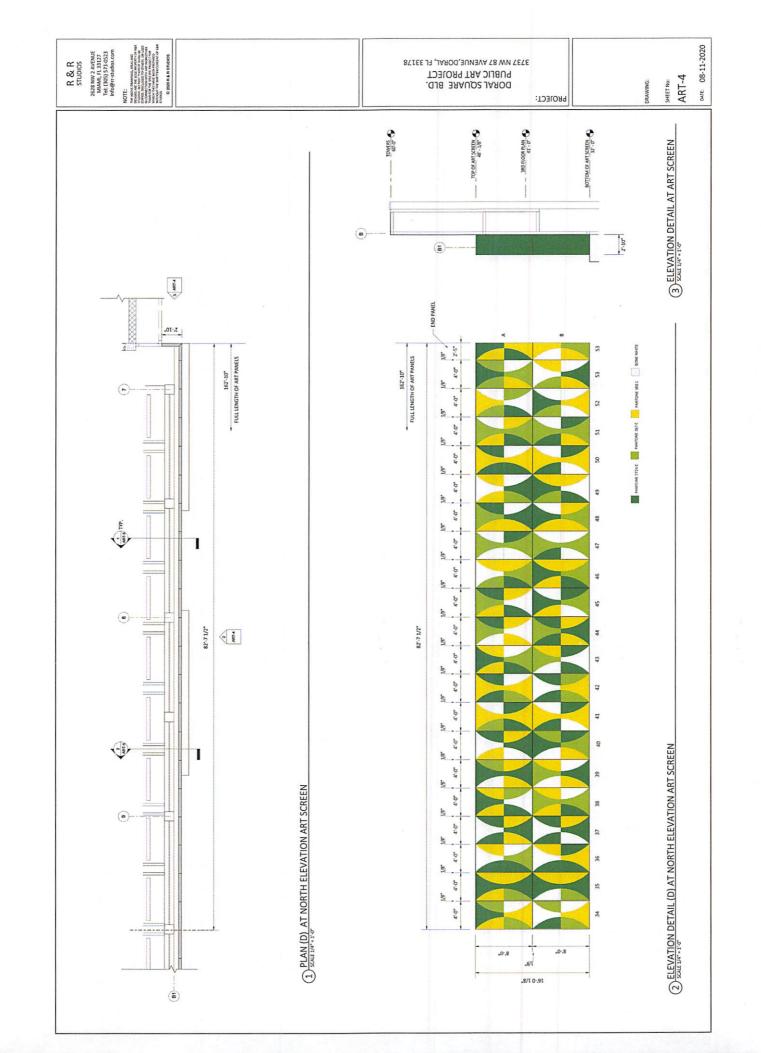
# **EXHIBIT D**

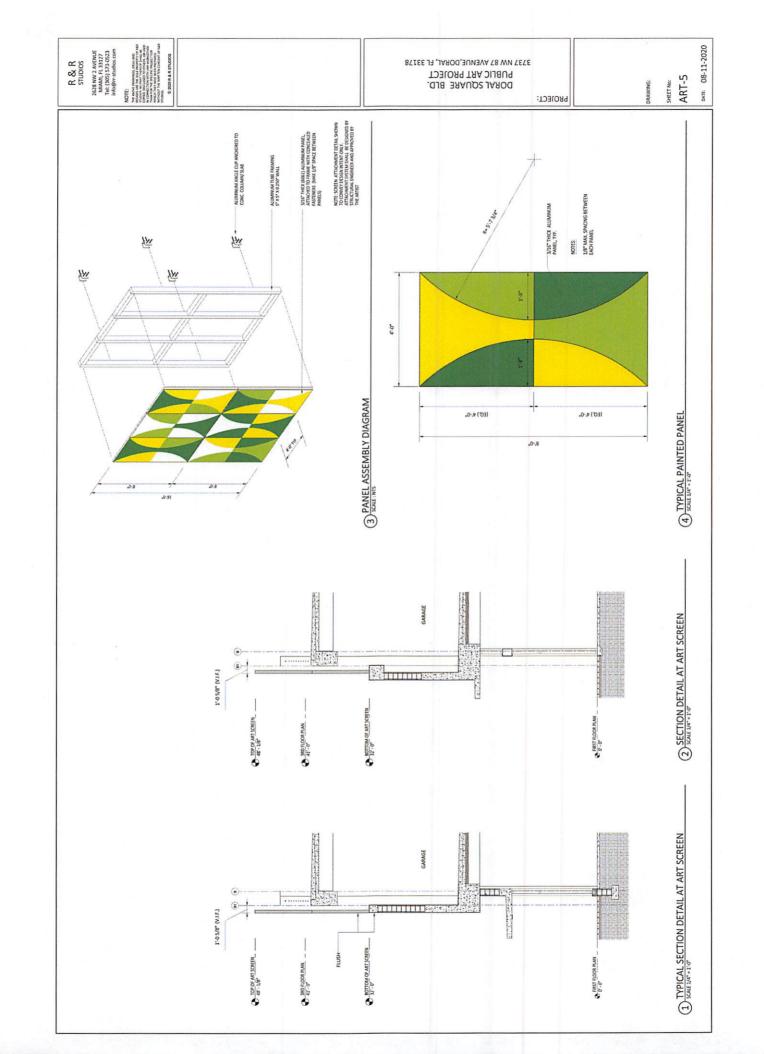
ROBERTO BEHAR & ROSARIO MARQUARDT R & R STUDIOS SYMPHONY IN GREEN
DORAL SQUARE BUILDING PUBLIC ART
CONSTRUCTION DOCUMENTS
AUGUST 11, 2020











# Doral Court Retail Investments, LLC 2665 S. Bayshore Drive, 1020 Coconut Grove, FL 33133

### 8/18/2020

Doral Square – Art in Public Places Narrative Demonstrating that "Symphony in Green" is Displayed in a Public Place

The artwork entitled "Symphony in Green" that R&R Studios and Doral Court Retail Investments, LLC is proposing for the Doral Square project will be located on the north façade of the building along the City of Doral's main boulevard of 36<sup>th</sup> Street.

The artwork will be located 30' in the air mounted on the façade of the retail building which will allow for public visibility for everyone traveling along 36<sup>th</sup> street as well as everyone traveling south along 87<sup>th</sup> avenue to 36<sup>th</sup> street.

The public will be able to enjoy the art throughout the day as well as throughout the night. At night, the artwork will be accented by lighting. The artwork is intended to never be covered from public view.

### ARTWORK LICENSE AGREEMENT

This ARTWORK LICENSE AGREEMENT (the "Agreement") is made this \_\_\_\_\_\_\_, 2020, in the City of Doral Florida, by and between R&R Studios, LLC (the "Artist"), and the City of Doral ("City").

### **RECITALS**

WHEREAS, City understands the importance of art in public places and the role that it plays in preserving our culture, conveying the history of our community, beautifying the city, and advancing the arts; and

WHEREAS, City has adopted a Public Arts Program codified in Chapter 75 of the Code of Ordinances; and

WHEREAS, this Agreement is being entered into between Artist and City in connection with that certain piece of art created by Artist for the Doral Square project located at 8700 NW 36th Street, Doral, Florida 33166 and 3737 87th Avenue, Doral, Florida 33178 (the "Property"); and

WHEREAS, on	_, the Public Art Pro	gram Committee a	pproved the Artwork
proposal (attach photo or renderin	ng to this Agreement) as	nd approved the pla	cement of the Artwork
on the Property by Doral Court	Retail Investments, LL	C (the "Owner") ba	ased on the conditions
set forth in this Agreement, and	I that certain Artwork	Installation and Ma	nintenance Agreement
between City and Owner dated _	; and		•

WHEREAS, to comply with the City's sections of the code of ordinances regulating art in public places, Artist and City desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the Artwork.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Definitions

- 1.1 "Artwork means durable creations that can be original or limited editions of art including, but not be limited to, sculptures, Artworks, monuments, frescoes, fountains, paintings, stained glass, murals, or ceramics and may include architectural designs, components or structures. The "Artwork" medium can include, but not be limited to, glass, steel, bronze, wood, stone and concrete. For purposes of the art program, "Artwork" does not include the following:
  - i. Directional elements, such as signage or graphics.
  - ii. Objects that are mass produced in a standard design.

- iii. Landscape gardening, unless substantially comprising durable elements defined as "Artwork" under this section.
- 1.2 "Commercial" means words or images used elsewhere in the marketplace for the purpose of promoting a particular business, product, service, cause, place or brand.
- 1.3 "Good condition" means that the Artwork is free of dirt, debris, and any other object or substance interfering with the public's view of the Artwork.

### 2. Term and Termination

- 2.1 <u>Term</u>. This Agreement shall have a term of twenty-five (25) years from the date of execution (the "Term"), unless terminated pursuant to this Article 2.
- 2.2 <u>Termination</u>. This Agreement shall be terminated if Artist fails to produce the Artwork or Owner fails to install the Artwork or in the event the Artwork is removed.

### 3. Intellectual Property

- 3.1 <u>Copyright</u>. Subject to the restrictions and usage rights and license granted to the City hereunder, Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole creator of Artwork.
- 3.2 <u>Intellectual Property License</u>. Artist hereby grants to City an irrevocable license to do the following with respect to the Artwork:
  - (i) Display the Artwork on the Property, or other location mutually agreed to by Owner and City.
  - (ii) Make, display, and distribute, and authorize the making, display, and distribution of photographs and other two-dimensional reproductions of the Artwork. City may use such reproductions for any City-related non-commercial purpose, including media publicity, educational and promotional materials, brochures, books, exhibition catalogues, flyers, postcards, print, broadcast, film, electronic, and multimedia publicity. City shall ensure that such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. City shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable: "[Symphony in Green]" ©2021 by [Roberto Behar & Rosario Marquardt, R & R Studios]. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this agreement. City shall and retain all right, title and interest in and to such two-dimensional reproductions, subject to the Artist's rights in the underlying Artwork. City shall not license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the Artwork or to reproductions.

- 3.3 <u>Third Party Infringement</u>. City is not responsible for any third-party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify City against any claims brought against City alleging that the Artwork infringes the intellectual property rights of any third parties.
- 3.4 <u>Publicity</u>. City shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork.
- 3.5 <u>Trademark</u>. In the event that City's use of the Artwork creates trademark, service mark or trade dress rights in connection with the City's use of the Artwork, City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

### 4. Liability of City

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE TO ARTIST (REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT) FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT.

### 5. Representations and Warranties

- 5.1 <u>Mutual Representations and Warranties</u>. Each party represents and warrants that it has the full right, power, and authority to enter into, perform, and grant the rights and licenses it grants and is required to grant under this agreement.
- 5.2 Artists Representations and Warranties. Artist hereby represents and warrants that:
  - (a) the Artwork is the Artist's sole and original creation;
- (b) Artist is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Artwork, including all copyrights and other intellectual property rights therein; and
- (c) There is no settled, pending, or threatened litigation or other claim or proceeding challenging Artist's ownership of copyrights in or use of the Artwork or the validity, enforceability, or registration of such copyrights or any other intellectual property rights in or to the Artwork.

### 6. Miscellaneous Provisions

6.1 <u>Limitation of Liability</u>. Under no circumstances shall one party to this agreement be liable to the other party for any special, consequential, indirect, or incidental damages, including lost profits, arising out of or in connection with this agreement, or any activities performed in connection with this agreement, regardless of whether a claim made by that party is based on contract or tort.

- 6.2 <u>Modification and Amendment</u>. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 6.3 <u>Governing Law; Venue</u>. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Miami-Dade County.
- 6.4 <u>Headings</u>. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 6.5 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts and signatures may be exchanged by facsimile or electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties execunder each signature:	ecute this Agreement on the respective dates
	ARTIST  Musipuardt  R&R Studios, LLC
	Date: _05-30-2020
Attest:	CITY OF DORAL
Connie Diaz, City Clerk	By:Albert P. Childress, Acting City Manager
	Date:
Approved As To Form and Legal Sufficiency for the And Reliance of the City of Doral Only:	Use
Luis Figueredo, Esq. City Attorney	

## ARTWORK INSTALLATION AND MAINTENANCE AGREEMENT

This ARTWORK INSTALLATION AND MAINTENANCE AGREEMENT (the "Agreement") is made this, 2020, in the City of Doral Florida, by and between Doral Court Retail Investments, LLC ("Owner"), and the City of Doral ("City").
RECITALS
WHEREAS, City understands the importance of art in public places and the role that it plays in preserving our culture, conveying the history of our community, beautifying the city, and advancing the arts; and
WHEREAS, the City has adopted a Public Arts Program codified in Chapter 75 of the Code of Ordinances; and
WHEREAS, the Owner shall install that certain piece of art created by R&R Studios (the "Artist") for the Doral Square commercial project (the "Artwork") at the following described location: 8700 NW 36th Street, Doral, Florida 33166 and 3737 87th Avenue, Doral, Florida 33178; and
WHEREAS, on, the Public Art Program Committee approved the Artwork proposal (attach photo or rendering to this Agreement) and approved the placement of the Artwork on the Property based on the conditions set forth in this Agreement, and that certain Artwork License Agreement between City and Artist dated; and
WHEREAS, to comply with the City's sections of the Code of Ordinances regulating art in public places, Owner and City desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the installation and maintenance of the Artwork.
NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:
1. <u>Definitions</u>
1.1 "Artwork means durable creations that can be original or limited editions of art including, but not be limited to, sculptures, Artworks, monuments, frescoes, fountains, paintings, stained glass, murals, or ceramics and may include architectural designs, components or structures. The "Artwork" medium can include, but not be limited to, glass, steel, bronze,

- i. Directional elements, such as signage or graphics.
- ii. Objects that are mass produced in a standard design.

wood, stone and concrete. For purposes of the art program, "Artwork" does not include the

following:

- iii. Landscape gardening, unless substantially comprising durable elements defined as "Artwork" under this section.
- 1.2 "Commercial" means words or images used elsewhere in the marketplace for the purpose of promoting a particular business, product, service, cause, place or brand.
- 1.3 "Good condition" means that the Artwork is free of dirt, debris, and any other object or substance interfering with the public's view of the Artwork.

### 2. Owner's Covenants

- 2.1 <u>Compliance with Section 75-106</u>. Owner covenants that Owner has complied with section 75-106 of the Code of Ordinances entitled "Application Procedures for placement of Artwork on private property," subject to the terms herein.
- 2.2 <u>Authorization</u>. Owner covenants that Owner owns the property located at 8700 NW 36 Street, Doral, Florida 33166 and 3737 NW 87 Avenue, Doral, Florida 33178 (the "Property"), is authorized to permit the installation of the approved Artwork upon the façade of the Property.
- 2.3 <u>Installation</u>. Owner covenants to complete or cause the completion of the installation of the Artwork following this Agreement's execution, and in accordance with the building permit issued and specifications as approved by the City.
- 2.4 <u>Maintenance and Repair</u>. Owner covenants to maintain and repair the Artwork during the term of this Agreement in accordance with the terms and conditions provided for in Section 75-114 of the Code of Ordinances so that the Artwork is at all times in a state of good condition.

### 3. Term and Termination

- 3.1 <u>Term</u>. This Agreement shall have a term of twenty-five (25) years from the date of execution (the "Term"), unless terminated pursuant to this Article 3.
- 3.2 <u>Termination</u>. This Agreement shall be terminated if Artist fails to produce the Artwork or Owner fails to install the Artwork or in the event the Artwork is removed.
- 3.3 <u>City's Termination</u>. City may elect to terminate this Agreement if the Artwork is not maintained in accordance with the maintenance plan.

### 4. Specifications

- 4.1 <u>Approved Artwork</u>. The Artwork shall be consistent with the preliminary sketches, photographs or other documentation previously submitted and approved by the City.
- 4.2 <u>Configuration and Dimensions</u>. The Artwork shall be of the same configuration and dimensions as the scale rendition preliminarily approved by the City.

### 5. Installation

- 5.1 <u>Time of Installation</u>. Owner shall begin installing the Artwork as soon as reasonably practicable after this Agreement's execution and receipt of all required permits.
- 5.2 <u>Notice of Installation</u>. Owner shall provide advance notice in writing to City of the date and time Owner intends to install the Artwork.
- 5.3 <u>Landscape Protection and Removal</u>. To the extent reasonably practicable under the circumstances, Owner shall take care to protect any landscaping on the Property during installation. If installation requires the removal of any landscaping on the Property, Owner shall be responsible for replacing the landscaping after completing installation.

### 6. Maintenance and Repairs

- 6.1 <u>Maintenance and Repairs</u>. Owner shall be responsible for maintaining the Artwork in good condition at all times while this Agreement is in force. If, for any reason, the Artwork is not so maintained, as determined by City, City shall notify Owner of the need to perform maintenance and/or repairs and identify the actions necessary for compliance with this provision. If, after thirty (30) days from the date of the City's notification to Owner of the need for maintenance and/or repairs, Owner has not performed the actions identified by City as being necessary for compliance with this provision, City may initiate Code Compliance proceedings to enforce the maintenance requirements provided herein.
- 6.2. Access. Owner hereby grants City a right of access to the Property to perform inspections required pursuant to this Agreement, and otherwise to ensure the Artwork remains in good condition while this Agreement is in force. The license shall continue during the Term, unless this Agreement is terminated prior to the end of the Term.

### 7. Removal

7.1 Removal by Owner. Owner may remove the Artwork at Owner's expense if Owner reasonably determines that the Artwork is harming the Property or limiting Owner's ability to use the Property for the purpose for which it is intended; provided that Owner shall provide City with sixty (60) days' notice that Owner intends to remove the Artwork at the end of the notice period. If Owner is unable to find a suitable replacement for the Artwork acceptable to the City, Owner shall pay to the City the applicable Public art in-lieu fee.

### 8. Representations and Warranties

- 8.1 <u>Mutual Representations and Warranties</u>. Each party represents and warrants that it has the full right, power, and authority to enter into, perform, and grant the rights and licenses it grants and is required to grant under this agreement.
- 8.2 Warranty of Title. Owner represents and warrants that Artist is the sole author of the Artwork and that Artist is the owner of any and all copyrights pertaining to the Artwork. Owner further represents that the Artwork is free and clear of any liens and that there are no

outstanding disputes in connection with the property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

- 8.3 Warranty of Acceptable Standard of Display and Operation. Owner represents and warrants that:
- (1) The Artwork will conform with design specifications and, where the Artwork involves electronic, digital, video, mechanical, living, variable, moving or other dynamic components, the Artwork will also operate, function or perform in accordance with Owner's representations to the City without any costs beyond the final Budget for the Artwork or any additional staff assistance;
- (2) Occasional or minimal cleaning and repair of the Artwork and any associated working parts and/or equipment by Owner or its successors or assigns will maintain the Artwork within an acceptable standard of public display;
- (3) Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and
- (4) with general routine cleaning and repair by Owner or its successors or assigns, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable rust, fracturing, staining, chipping, tearing, abrading and/or peeling.
- 8.4 <u>Manufacturer's Warranties</u>. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Owner shall provide copies of such warranties to City.

### 9. Miscellaneous Provisions

- 9.1 <u>Limitation of Liability</u>. Under no circumstances shall one party to this agreement be liable to the other party for any special, consequential, indirect, or incidental damages, including lost profits, arising out of or in connection with this agreement, or any activities performed in connection with this agreement, regardless of whether a claim made by that party is based on contract or tort.
- 9.2 <u>Modification and Amendment</u>. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 9.3 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Miami-Dade County.
- 9.4 <u>Headings</u>. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

9.5 <u>Counterparts</u> . This Agreement may be executed in multiple counterparts and signatures may be exchanged by facsimile or electronically, each of which shall be deemed to be ar original document, and all of which together shall constitute one and the same document.
[Signature Page Follows]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

OWNER

DORAL COURT RETAIL
INVESTMENTS, LLC

By: DAVID MARTIN

Its: MANAGER

Date: 8/18/2020

Attest:	CITY OF DORAL
Connie Diaz, City Clerk	By: Albert P. Childress, Acting City Manager
	Date:
Approved As To Form and Legal Sufficiency of And Reliance of the City of Doral Only:	for the Use
Luis Figueredo, Esq. City Attorney	