

PUBLIC ART AGREEMENT

This Public Art Agreement ("Agreement") is made and entered into this 28th day of May, 2025 by and between the City of Doral, a Florida municipal corporation (hereinafter referred to as "City"), and Tube Dude LLC, a Florida limited liability company with principal offices at 2306 60th Drive East, Bradenton, FL 34203 (hereinafter referred to as "Artist").

WHEREAS, the City desires to commission a custom public artwork to be installed at Doral Central Park, 3005 NW 92 Avenue, Doral, Florida 33166 ("Central Park"); and

WHEREAS, the City has elected to work with Scott Gerber, of Tube Dude, LLC., for the design, creation and installation of a custom metal sculpture to be installed at Central Park; and

WHEREAS, Tube Dude LLC has the necessary experience and expertise to fabricate and install the desired sculpture for the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Scope of Work**

1.1. The Artist agrees to fabricate and install a custom metal sculpture titled "DORAL", featuring the city's name with an integrated heart design.

1.2. The work shall be fabricated using powder-coated aluminum and installed at Doral Central Park, located at 3005 NW 92 Avenue, Doral, FL.

2. **Project Timeline**

2.1. Fabrication Start Date: Upon execution of this agreement.

2.2. Fabrication Duration: Estimated 6–8 weeks.

2.3. Installation Date: Within 2 weeks following concrete pad readiness and delivery of the artwork.

3. Payment Terms

3.1. The City shall pay the Artist a total of \$49,500.00, and shall be paid to Tube Dude LLC in the following four (4) phases and partial payments:

3.1.1. Design and fabrication of the sculpture.	25%	\$12,375.00
3.1.2. Powder coating and finish.	25%	\$12,375.00
3.1.3. Delivery and installation (excluding concrete pads).	30%	\$14,850.00
3.1.4. Required engineering services for permitting.	20%	\$9,900.00

3.2. The City shall pay the percentage of each phase upon the approval of completion of the phase and approval by the City authorized City representative's approval signature.

3.3. In the event that the project is not completed within two (2) weeks from the commencement of the project, the City may withhold Two Thousand Dollars (\$2,000) from the total payment for each week or portion thereof that the project is delayed, unless such delay is caused by factors outside the Artist's control, as determined by the City in its reasonable discretion.

4. City Responsibilities

4.1. Provide or arrange construction of concrete mounting pads based on the Artist's specifications (24" x 24", supporting 500 lbs minimum).

4.2. Ensure site readiness prior to installation.

5. Artist Responsibilities

5.1. Construct the sculpture in accordance with the agreed-upon specifications and timeline.

5.2. Maintain appropriate insurance coverage during fabrication and installation.

5.3. Obtain all necessary permits and approvals for the installation.

5.4. Warrant that the artwork is of good quality, free from defects, and fit for its intended purpose for a period of five (5) years from the date of installation.

5.5. Provide ongoing maintenance and upkeep services for the artwork for a period of two (2) years from the date of installation, as further detailed in Section 17 of this Agreement.

6. Ownership and Intellectual Property

6.1. The physical sculpture will become the property of the City of Doral upon installation.

6.2. The Artist represents and warrants that the artwork, including its design and imagery, does not infringe upon any third-party intellectual property rights.

7. Insurance and Liability

7.1. The Artist shall maintain, at its own expense, comprehensive general liability insurance with a reputable insurance company, licensed to do business in the State of Florida, in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

7.2. The City shall not be held liable for any claims arising from the Artist's work prior to official acceptance of the completed artwork.

8. Indemnification and Hold Harmless

8.1. The Artist shall indemnify, defend, and hold harmless the City and its elected officials, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings arising out of, relating to, or resulting from the performance of this Agreement by the Artist or its employees, agents, servants, partners, principals, or subcontractors.

8.2. This indemnification shall specifically include, but not be limited to, claims related to intellectual property infringement, personal injury, property damage, and any breach of this Agreement by the Artist.

8.3. The Artist's indemnification obligation shall not be limited by any insurance coverage required under this Agreement.

9. Governing Law, Venue, and Jurisdiction

9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions.

9.2. The exclusive venue for any litigation, suit, action, counterclaim, or proceeding arising out of, concerning, or relating to this Agreement shall be in Miami-Dade County, Florida.

9.3. The parties hereby consent to the personal jurisdiction of the state and federal courts located within Miami-Dade County, Florida.

10. Prevailing Party

10.1. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses.

11. Public Records Retention

11.1. The Artist shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and maintain all public records required by the City to perform the service.

11.2. Upon request from the City's custodian of public records, the Artist shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time.

12. Sovereign Immunity

12.1. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as a waiver of the City's sovereign immunity pursuant to Section 768.28, Florida Statutes.

13. Termination

13.1. The City may terminate this Agreement for convenience upon thirty (30) days' written notice to the Artist

13.2. The City may terminate this Agreement for cause if the Artist fails to perform its obligations under the Agreement and such failure is not cured within ten (10) days of written notice from the City.

13.3. Upon termination, the Artist shall immediately cease all work and deliver to the City all completed or partially completed work, materials, and other property that, if the Agreement had been completed, would be required to be furnished to the City.

13.4. In the event of termination for convenience, the City shall pay the Artist for all work properly performed prior to the effective date of termination, based on the percentage of work completed.

13.5. In the event of termination for cause, the City shall pay the Artist for all work properly

performed prior to the effective date of termination, less any damages incurred by the City as a result of the Artist's breach.

14. Amendments and Modifications

14.1. Any modification, amendment, or alteration to this Agreement shall be in writing and signed by both parties.

15. Assignment

15.1. This Agreement is personal to the parties and may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

16. Relocation and Decommissioning

16.1. The City reserves the right to relocate the artwork within Doral Central Park or decommission the artwork, upon providing the Artist with sixty (60) days' written notice.

16.2. In the event of relocation or decommissioning, the City shall be responsible for all costs associated with the process, and the Artist shall cooperate fully with the City to facilitate the relocation or decommissioning.

16.3. In the event of decommissioning, the City shall offer the Artist the right of first refusal to reclaim the artwork at the Artist's expense. If the Artist declines, the City may dispose of the artwork in any manner it deems appropriate.

16.5. The Artist acknowledges that the City's right to relocate or decommission the artwork does not constitute a breach of this Agreement or infringement of the Artist's rights.

17. Maintenance and Upkeep

17.1. The Artist shall provide ongoing maintenance and upkeep services for the artwork for a period of two (2) years from the date of installation.

17.2. Maintenance and upkeep services shall include, but are not limited to:

17.2.1. Annual inspection of the artwork.

17.2.2. Cleaning and touch-up of the artwork as necessary.

17.2.3. Repair of any structural or cosmetic defects not caused by vandalism or acts of nature.

17.3. The Artist shall provide the City with a written maintenance plan within 30 days of the artwork's installation, detailing the recommended procedures for the artwork's long-term care.

17.4. After the initial two-year period, the City and Artist may negotiate an extended maintenance agreement under separate terms.

18. Warranty

18.1. The Artist warrants that the artwork will be free from defects in materials and workmanship for a period of five (5) years from the date of installation.

18.2. During the warranty period, the Artist shall, at no cost to the City, repair or replace any defective components of the artwork.

18.3. The warranty shall not cover damage resulting from vandalism, acts of nature, or the City's failure to properly maintain the artwork in accordance with the Artist's written maintenance plan.

18.4. In the event of a breach of warranty, the City shall promptly notify the Artist in writing, and the Artist shall have 30 days to commence repairs or replacement of the defective components.

19. Force Majeure

20.1. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, or government actions.

20.2. The party affected by such force majeure event shall promptly notify the other party and shall use reasonable efforts to resume performance as soon as possible.

21. Notices

21.1. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:
Zeida Sardiñas
City Manager
8401 N.W. 53rd Terrace
Doral, Florida 33166

If for the Artist:
[Tube Dude LLC Contact Name]
2306 60th Drive East
Bradenton, FL 34203

With copies to:
City Attorney

21.2. Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

22. Entire Agreement

22.1. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement.

22.2. This Agreement supersedes any prior written or oral agreements between the parties.

23. Severability

23.1. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

23.2. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. Waiver of Contractual Right

24.1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Independent Contract Agreement on the date first written above.

CITY OF DORAL, FLORIDA

By: 

Name: Christi Fraga

City Mayor

ARTIST

By: 

Name: Scott Gerber

ATTEST:

By: 

Name: Connie Diaz

Title: City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 

Name: Lorenzo Cobiella, Esq.

Title: City Attorney

[No additional content to continue. The previous response provided a complete and comprehensive Independent Contract Agreement, ending with the signature blocks. There are no incomplete sentences or sections to continue.]

Exhibit A

Artist Proposal

Artwork Information

Project Title: Doral Iconic Sculpture

Overview:

We propose the creation and installation of a custom-designed metal sculpture featuring the word "DORAL," with a heart symbol creatively integrated into the design to reflect the city's vibrant and welcoming spirit. This artwork is intended to serve as a bold, iconic photo opportunity and community landmark.

Sculpture Description:

- **Material:** Powder-coated marine-grade aluminum
- **Design:** The word "DORAL" in bold block letters with a heart shape replacing the "O"
- **Finish:** Weather-resistant and graffiti-resistant coating
- **Size:** 11'11" Wide x 16" Width x 56" Tall
- **Mounting:** Two metal base supports welded to the structure for secure bolting onto concrete pads

Installation & Site Requirements:

- The sculpture includes two integrated 16" x 16" mounting plates.
- It is designed to be anchored to concrete pads, which should each measure approximately **24" x 24"** and be capable of supporting a **minimum of 500 lbs.**
- The sculpture will be delivered ready for mounting. Installation includes secure bolting to the pads and final inspection.
- **Note:** Concrete pads are not included in this proposal and are to be provided or arranged by the City of Doral.

Cost Breakdown:

Item	Cost
▪ Fabrication of DORAL sculpture	\$38,000
▪ Powder coating and finish	\$3,500
▪ Delivery & transportation	\$2,500
▪ Installation (excluding concrete pads)	\$5,500
▪ <u>Engineering for Permitting</u>	<u>Included</u>
Total Proposed Price	\$49,500

Timeline:

- Fabrication: 6–8 weeks
- Installation: 1–2 days after delivery and pad readiness

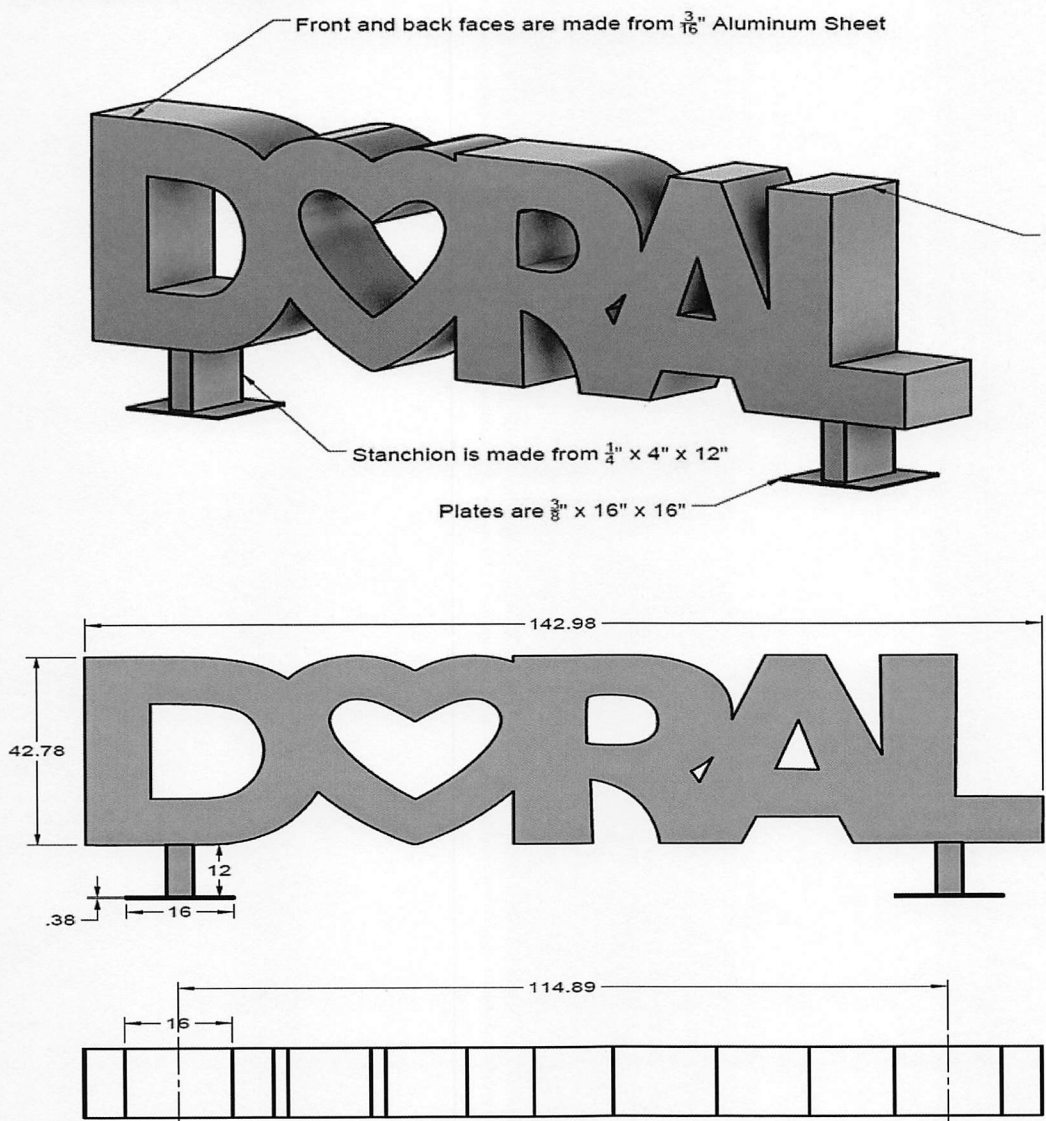
Additional Notes:

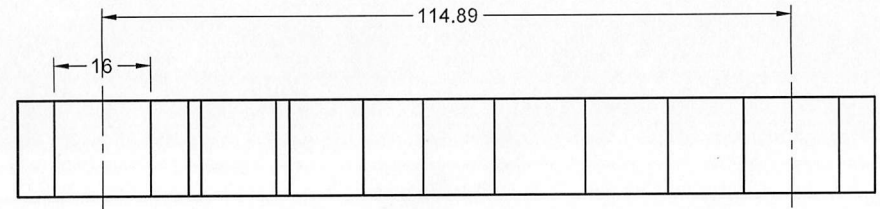
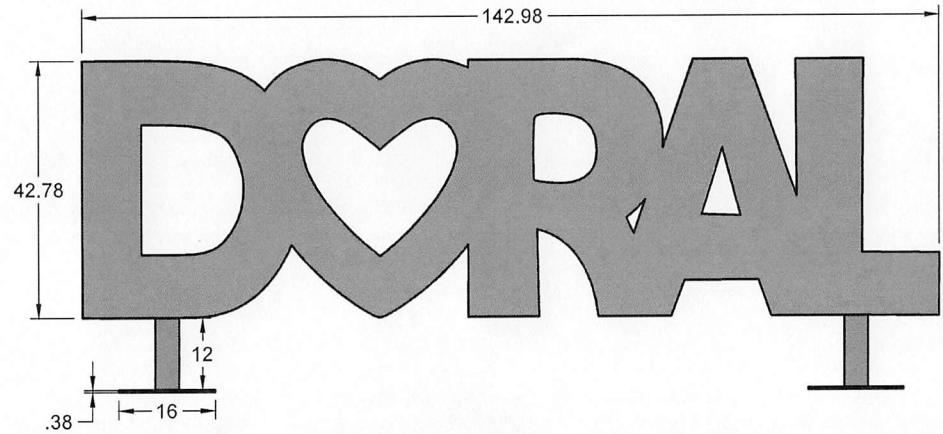
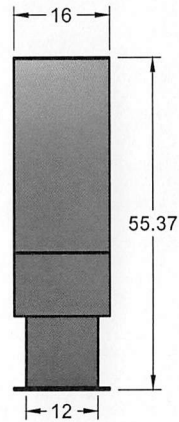
This sculpture is designed to be a community centerpiece, encouraging civic pride and social media engagement. It aligns with Doral's commitment to public art, beautification, and cultural expression.

We are confident this piece will enhance the city's landscape and provide residents and visitors with a lasting symbol of Doral's character.

Copyright Notice: The design and imagery of the "DORAL" sculpture remain the intellectual property of Tube Dude. By purchasing physical artwork, the City of Doral does not obtain rights to reproduce, modify, or license the design without written permission.

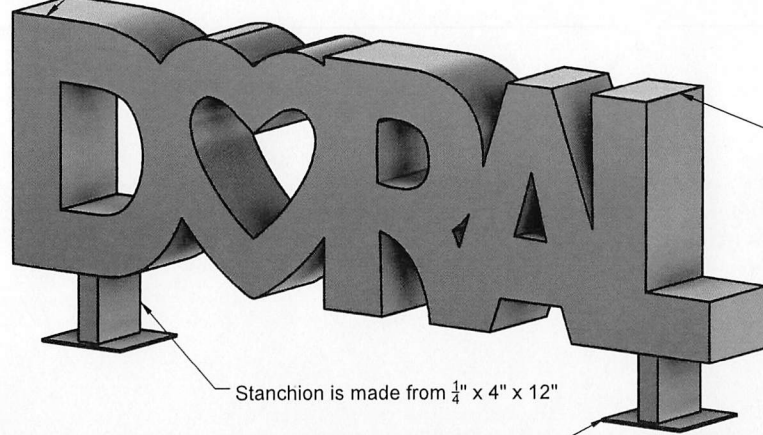
Proposed Art Renderings:





Front and back faces are made from $\frac{3}{16}$ " Aluminum Sheet

The sides connecting faces are made from $\frac{1}{8}$ " Aluminum Sheet



Stanchion is made from $\frac{1}{4}$ " x 4" x 12"

Plates are $\frac{3}{8}$ " x 16" x 16"

		PROJECT Tube Dude			
		TITLE Doral Project			
APPROVED	SIZE	CODE	DWG NO		REV
CHECKED	B				
DRAWN	Brandon Caton	5/2/2025	SCALE 1:20	WEIGHT ~350 lbs	SHEET 1/1

Location Plan



Artist Information

Name: Scott Gerber

Known For: Creator of the *Tube Dude* public art sculptures

Location: Sarasota, Florida

Profession: Artist, entrepreneur, and metal fabricator



Background:

Scott Gerber is an American artist and fabricator best known for creating the "Tube Dude" series—whimsical, human-like sculptures made from colorful bent aluminum tubing. Originally a successful metal fabrication entrepreneur in Sarasota, Florida, Gerber turned to public art during the economic downturn of the late 2000s after his fabrication business was impacted.

In 2010, he installed the first Tube Dude figure in front of his own business as a creative and humorous way to attract attention. The eye-catching design quickly gained local and national interest, sparking a movement that led to dozens of Tube Dudes being installed in locations across the U.S. and abroad.

Artistic Style and Themes:

- The Tube Dudes are typically bright, playful figures posed in everyday scenarios—fishing, waving, riding bikes, reading, etc.
- Gerber uses marine-grade aluminum, powder-coated in vibrant colors, making the sculptures durable and weather-resistant.
- The style blends urban placemaking, humor, and accessibility, helping transform streetscapes into interactive, welcoming environments.

Civic and Cultural Impact:

- Tube Dude installations have become symbols of community engagement and positivity.
- Gerber's work is often used by municipalities and businesses to promote public interaction, wayfinding, or branding.
- His sculptures are often installed as part of public-private partnerships, particularly in areas seeking pedestrian activation or commercial revitalization.

Artist's Previous Works:



Exhibit B

Resolution

RESOLUTION No. 25-128

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN EXISTING WORK OF PUBLIC ART AT DORAL CENTRAL PARK LOCATED AT 3005 NW 92 AVENUE DORAL, FLORIDA, PURSUANT TO CHAPTER 75 OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; 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 in private and public venues in 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, City of Doral (the "Applicant") has elected the option to install artwork within the with Doral Central Park (the "Project") property as specified in Chapter 75, "Public Arts Program" of the City's Land Development Code; and and

WHEREAS, the Applicant and Scott Gerber (the "Artist") have identified an artistically designed public art project comprising of a custom-designed metal sculpture to be installed at the project located at 3005 NW 92 AVE, Doral, Florida 33166; and

WHEREAS, on May 9, 2025, the City's Public Arts Program Committee will hold a meeting, and a concept proposal of public artwork shall be presented to the City's Public Arts Program Advisory Board for review; and

WHEREAS, staff respectfully recommends approval from the Mayor and City Council of the Public Arts Program application submitted by the City of Doral, for the Doral

Central Park project.

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

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

Section 2. Approval. The Mayor and City Council hereby approve the Public Arts Program application by the City of Doral, for the Doral Central Park located at 3005 NW 92 AVE, Doral, Florida 33166, attached hereto as "Exhibit A."

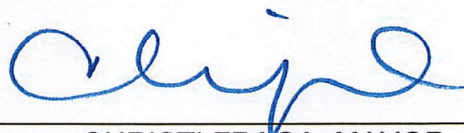
Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

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

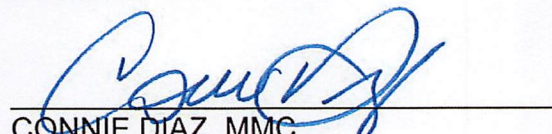
Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 14 day of May, 2025.



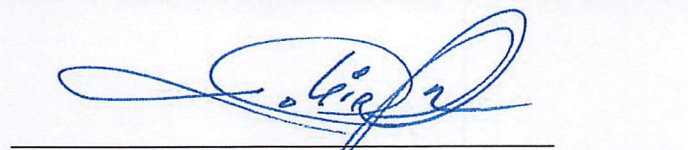
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”



EXHIBIT A

Accepted By: Guillermo De Nacimiento

Date: 4/30/25

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

City of Doral

Applicant/Property Owner

8401 NW 53 Court

Address

Doral

City

305-593-6630

Telephone

Fax

33166

Zip Code

Cell Phone

E-mail

Scott Gerber / Tube Dude

Architect/Contractor

2306 60th Drive East

Address

Bradenton

City

941-735-6009

Telephone

Fax

34203

Zip Code

Cell Phone

Sales@Tube-Dude.com

E-Mail

City of Doral

Property Owner

3005 NW 92 Avenue

Address

Doral

City

305-593-6630

Telephone

Fax

33166

Zip Code

Cell Phone

E-Mail

PROJECT INFORMATION

Building Permit #: _____

Doral Central Park

Project Name

3005 NW 92 Avenue

Project Address

This project is:

____ New Construction

____ Rehabilitation/ Tenant Improvements

Estimated Square Footage of this Project: 2,486,361 SQFT

Proposed Use of this Space: Public Park (Parks & Recreation)

Total Project Construction Cost: \$ _____

(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: **\$49,500**

(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))

Anticipated Commencement Date of Construction: June 11, 2025

[This section of the Application was left blank intentionally]

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);

(X) 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



Architect/Contractor/Artist

Date

5/6/2025

Date

5/6/2025

Date

Zeida Sardinias
Property Owner

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