



## **City of Doral Public Art Program Advisory Board Meeting Agenda**

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**Friday, February 12, 2021**

**9:00 a.m.**

**Doral Government Center**

**1<sup>st</sup> Floor Multipurpose Room**

**8401 N.W. 53rd Terrace**

**Doral, FL 33166**

**1. Call to Order**

**2. Roll Call**

- Carlos Arroyo, Public Works Director
- Lazaro Quintero, Assistant Parks and Recreation Director
- Maggie Santos, Communications Director
- Jane Decker, Interim Building Department Director & Building Official
- Flor Mayoral, DORCAM representative

**3. Public Comments**

**4. Discussion Items**

- 1. Palma Building, LLC - 1691 NW 107th Avenue, Doral, FL 33172**
- 2. Residence, Inn - 10234 NW 19th St Doral, FL 33172**

**5. Future Meeting Date: TBD**

**6. Adjournment**

Anyone wishing to obtain a copy of an agenda item may contact the **City Clerk at 305-593-6725** or view the agenda packet on the City's website at [www.cityofdoral.com](http://www.cityofdoral.com) or at

City of Doral Government Center, 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 during regular business hours (Monday – Friday, 8:00 A.M. – 5:00 P.M.).



# Memorandum

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Date: February 12, 2021

To: Public Arts Program Advisory Board Members

From: Javier Gonzalez, AICP, CFM  
Acting Planning & Zoning Director

Subject: Concept for a work of public art by Alberto Cavaleri of Spacetime Projects in conjunction with the Holiday Inn Hotel development project located at 1691 NW 107<sup>th</sup> Avenue.

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## **APPLICATION REQUEST**

Palma Building, LLC (the “Developer”) is constructing a hotel (“Holiday Inn”) at 1691 NW 107<sup>th</sup> Avenue (the “Project”), near the Miami International Mall. The developer has chosen to install artwork within the project as specified in Chapter 75 “Public Arts Program” of the City’s Land Development Code and is seeking approval of the concept from the Public Arts Program Advisory Board. A copy of the application is provided in “Exhibit A.”

## **BACKGROUND**

The work of art has been designed by Alberto Cavaleri (the “Artist”) of Spacetime Projects. Alberto Cavaleri is a Venezuelan artist, of international renown. His monumental sculptures have been installed in many places, including Venezuela, Spain, and the U.S. In 2016, Mr. Cavaleri moved to Miami, where he currently lives and works. He previously designed and installed artwork for the DoubleTree by Hilton Miami Doral Hotel in the City of Doral. Information about previous artwork by Alberto Cavaleri is provided in “Exhibit B.”

For this project the Artist has proposed “Catalina” a stainless-steel structure which measures 20 feet in height by 3.2 feet wide. The sculpture is mostly of vertical nature utilizing a small footprint and will be mounted on a concrete foundation. The artwork will be located adjacent to the drop-off/ Porte-cochere area of the hotel as a welcoming feature.

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 LED lighting. The concept proposal is provided in “Exhibit C.”

The cost of the proposed artwork and installation is estimated to be \$90,101 (ninety thousand and one-hundred and one dollars) which is 1% of the Project's total art in public places fee.

The artwork is relatively maintenance free. The stainless-steel sculpture will be cleaned with a cloth. They recommend cleaning the sculpture at least twice a year depending on the accumulation of dirt to help preserve the finish.

### **RECOMMENDATION**

Staff is recommending approval of the public art sculpture named "Catalina" that consist of a stainless-steel structure that measures 20 feet in height by 3.2 feet wide and if approved will be mounted on a concrete foundation.

**EXHIBIT A**  
Application



## 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:
  - 1<sup>st</sup> Page – Applicant/Property Owner Information, Architect/Contractor Information
  - 2<sup>nd</sup> Page – Project Information
  - 3<sup>rd</sup> Page – Public Arts Program Requirement options
- Submit preliminary sketches, photographs or other documentation describing the nature of the proposed artwork
- Submit an appraisal or other evidence of the value of the proposed artwork including acquisition and installation costs
- 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:
  - 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
- 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
- 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
- Submit a statement indicating property owner's willingness to maintain the art work in compliance with section 75-114 of the Ordinance



**CITY OF DORAL  
PUBLIC ARTS PROGRAM  
APPLICATION SUBMITAL CHECKLIST**

Palmer Britton      Juan Victory      11/28/2020  
APPLICANT'S SIGNATURE      PRINT      DATE

Elizabeth Auer      EA      11/28/2020  
PUBLIC ART PROGRAM  
LIASON SIGNATURE      PRINT      DATE

For more information, clarification or questions call the Planning and Zoning Department at (305) 593-6630.

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: Elizabeth Alvarado

Date: 10/28/2020

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

This form is to be completed and submitted to the Planning and Zoning and Building Departments with your building plan at the time of application submittal.

### **PLEASE PRINT**

Palma Building, LLC

Applicant/Property Owner

1691 NW 107th Avenue

Address

Doral

City

305-599-3511

Telephone

Fax

33172

Zip Code

786-484-6729

Cell Phone

ricardomiguel23@hotmail.com

E-mail

\*\*\*\*\*

Alberto Cavaliere

Architect/Contractor

1037 NW 23 Street

Address

Miami

City

786-210-4990

Telephone

Fax

33127

Zip Code

786-257-6074

Cell Phone

cavaliere.alberto@gmail.com

E-Mail

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Palma Building, LLC

Property Owner

2204 NW 82nd Avenue

Address

Miami

City

305-599-3511

Telephone

Fax

33122

Zip Code

786-484-6729

Cell Phone

ricardomiguel23@hotmail.com

E-Mail

**PROJECT INFORMATION**

Building Permit #: 2017120407

Project Name

Hotel Holiday Inn Express Doral

Project Address

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This project is:

New Construction

Rehabilitation/ Tenant Improvements

Estimated Square Footage of this Project: 50,170

Proposed Use of this Space: \_\_\_\_\_

Total Project Construction Cost: \$ \$ 9,100,056.80

(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: \$ \$ 90,101.00

(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: 10/10/19

**[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.

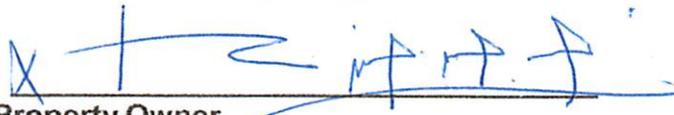
\_\_\_\_\_  
Applicant/Tenant



\_\_\_\_\_  
Date

06/18/2020

\_\_\_\_\_  
Architect/Contractor/Artist



\_\_\_\_\_  
Date

06/16/2020

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

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

5-26-2016



**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.

1. Artist Name: Alberto Cavalieri  
Address: 1037 NW 23 Street  
City/State: Miami, Florida  
Telephone: 786-210-4990 Email Address: cavalieri.alberto@gmail.com  
(Note: Enclosed the Artist Resume and Statement which defines the thought process that inspired the development of the proposed artwork.)
2. Description of the Site: 75 room Hotel Holiday Inn Express & Suites  
a 5 story structure with surface parking.
3. Description of the Proposed Artwork (Include Rendering, Maquette, Drawing, Etc.):  
SCULPTURE Title: Catalina, Technique: Stainless Steel
4. Dimensions of Artwork: 144" x 39" x 39"
5. Description of Art Project Foundation or Base: Concrete Foundation
6. Location of Artwork (Provide Site Plan): Porte Cochere as indicated in  
Landscape drawing L-1.0.
7. Landscape Description: As per Landscape drawing L-1.0

8. Lighting Description: LED

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9. Maintenance Description: Clean with a damp cloth

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(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: \$90,101 + sales tax

## Alberto Cavalieri

### Curriculum Vitae

Alberto Cavalieri was born in Caracas in 1969, where he later studied mechanical engineering, industrial design and art, beginning a career in art in 1993. In 2016 Cavalieri moved to Miami, where he currently lives and works.

### Selected Solo Exhibitions

**2019**

*Torquere*

Sol Taplin Gallery, Miami

**2018**

*Solid Knots*

Miami Shores Village Sculpture Garden, Miami

*Pipe-Lines*

Art Nouveau Gallery, Miami

**2017**

*Con-Ductos (Pipe-Lines)*

Galería Viloria Blanco, Maracaibo, Venezuela

*Alberto Cavalieri*

Brockay Memorial Library, Miami

*Large Scales*

Spacetime Projects, Miami

**2014**

*Inoxidables (Stainless)*

Espacio Monitor, Caracas

*Transfiguraciones (Transfigurations)*

Galería Viloria Blanco, Maracaibo, Venezuela

**2012**

*Fragmented Knot*

Art Nouveau Gallery, Miami

**2009**

*Hierros y Epifanías (Iron and Epiphanies)*

Galería Freites, Caracas

**2004**

*Descontenciones (Discontentions)*

Galería D'Museo, Caracas

**2003**

*Estructurales IPN (IPN Structural)*

Outdoor Exhibition, Isabel La Católica Square, Caracas

**2000**

*Nada en Concreto (Nothing in Concrete)*

Galería D'Museo, Caracas

**1996**

*Psique + Acero (Psyche + Steel)*

Galería UNO, Caracas

### Selected Group Exhibitions

**2019**

*For Now*

Contemporary Venezuelan Art of the Miami Diaspora, Coral Gables Museum, Coral Gables

**2018**

*El lenguaje del Color (The Language of Color)*

Espacio Monitor, Centro de Arte Los Galpones, Caracas

**2017**

*Anti-Readymade*

Espacio Monitor, Centro de Arte Los Galpones, Caracas

**Zona Maco**

RGR Art Gallery, DF, México

**Abstracción: Atracción (Abstraction: Attraction)**

GBG Art, Caracas

**2016**

**Visión Constructiva (Constructive Vision)**

Espacio Monitor, Centro de Arte Los Galpones, Caracas

**2015**

**Big**

Espacio Monitor, Centro de Arte Los Galpones, Caracas

**Proposiciones Abstractas (Abstract Propositions)**

Galería D'Museo, Caracas

**Selección=Relación (Selection=Relation)**

Espacio Monitor, Centro de Arte Los Galpones, Caracas

**2014**

**Biennial Salón Arturo Michelena (Arturo Michelena Biennial Salon)**

Valencia, Carabobo, Venezuela; received the Andrés Pérez Mujica Award

**2013**

**Sotheby's Latin American Art**

New York, USA

**Signos Contemporáneos en el Arte Venezolano (Contemporary Signs in Venezuelan Art)**

Galería La Cometa, Bogotá,

**Houston Fine Art Fair**

Evan Lurie, Gallery, Indiana, USA

**Narrativas Tridimensionales (Tridimensional Narratives)**

Sala CAF, Caracas

**2012**

**Pinta London Art Fair**

Art Nouveau Gallery, London

**2010**

**Not Made in China**

Galería La Cuadra, Caracas

**2009**

**Circuito en 3 Dimensiones (3 Dimensional Circuit)**

Universidad Simón Bolívar, Caracas

**2008**

**Confluencias (Confluences)**

Ciudad Banesco, Caracas

**I Bienal de Escultura de Guadalajara (I Sculpture Biennial of Guadalajara)**

Guadalajara, México

**2007**

**1er Simposio Internacional de Escultura Isla de Margarita (1st International Sculpture Symposium Margarita Island)**

Porlamar, Nueva Esparta, Venezuela

**2006**

**Dearte Contemporáneo (On Contemporary Art)**

V Fair of Spanish Galleries, Palace of Congresses and Exhibitions, Madrid

**2005**

**Premios Italia para las Artes (Italy Awards for the Arts)**

Centro de Arte La Estancia, Caracas; received the First Award with *Autópica IV*

**2004**

**Parque de Esculturas FIA Trasnocho (FIA Trasnocho Sculpture Park)**

Sala TAC, Trasnocho Cultural, Caracas

**2002**

**Primer Salón Andino de Escultura (First Andean Sculpture Salon)**

Museo Municipal de Arte Moderno, Cuenca, Ecuador

**60ª Salón Arturo Michelena (60th Arturo Michelena Salon)**

Valencia, Carabobo, Venezuela

**2001**

***En Paralelo (On Parallel)***

Sala Cultural PDVSA, Anzoátegui, Venezuela

***Obras de la Colección (Works in the Collection)***

Sala de la Electricidad de Caracas, Caracas

**2000**

***Sendero de Esculturas (Sculpture Walk)***

Universidad Metropolitana, Caracas

**1999**

***Semana de Venezuela en Cuba (Week of Venezuela in Cuba)*** Havana.

***IV Salón Pirelli de Jóvenes Artistas (IV Pirelli Young Artist Salon)***

Museo de Arte Contemporáneo de Caracas Sofía Imber, Caracas

***La Escultura del Espacio Urbano (Sculpture in Urban Space)***

Museo de Arte Contemporáneo de Caracas Sofía Imber, Caracas

***Pier Walk '99 International Sculpture Exhibition***

Chicago

**1998**

***All That Is Solid***

Socrates Sculpture Park, Long Island City, New York

***XIII Salón Nacional de Arte Aragua (XIII Arte Aragua National Salon)***

Museo de Arte Contemporáneo de Maracay Mario Abreu, Aragua, Venezuela

**1997**

***XII Salón Nacional de Arte Aragua (XII Arte Aragua National Salon)***

Museo de Arte Contemporáneo de Maracay Mario Abreu, Aragua, Venezuela

**1996**

***Arte por la Vida (Art for Life)***

Museo de Arte Contemporáneo de Caracas Sofía Imber, Caracas

**1993**

***Primer Festival AVAA de Esculturas (First AVVA Sculpture Festival)***

Centro Cultural Consolidado, Caracas

## **Awards**

**2014**

***Premio Andrés Pérez Mujica, Bienal Salón Arturo Michelena,***

Valencia, Carabobo, Venezuela

**2005**

***Italy Awards for the Arts, first award, Centro de Arte La Estancia,***

Caracas

**2002**

***First Andean Sculpture Salon, third mention, Museo Municipal de Arte Moderno,***

Cuenca, Ecuador

**1998**

***Awarded a Grant to build the sculpture Watch your Step,***

Socrates Sculpture Park, Long Island City, New York

## **Collections**

*Museum of Latin American Art, Long Beach, California*

*Museo de Arte Contemporáneo de Caracas, Venezuela*

*Museo Vial, Porlamar, Nueva Esparta, Venezuela*

*Museo Municipal de Arte Moderno, Cuenca, Ecuador*

*Colección Ministerio de Transporte Terrestre y Obras Públicas, Caracas*

*Colección PDVSA La Estancia, Caracas*

*Colección Electricidad de Caracas, Caracas*

*Colección Ciudad Banesco, Caracas*

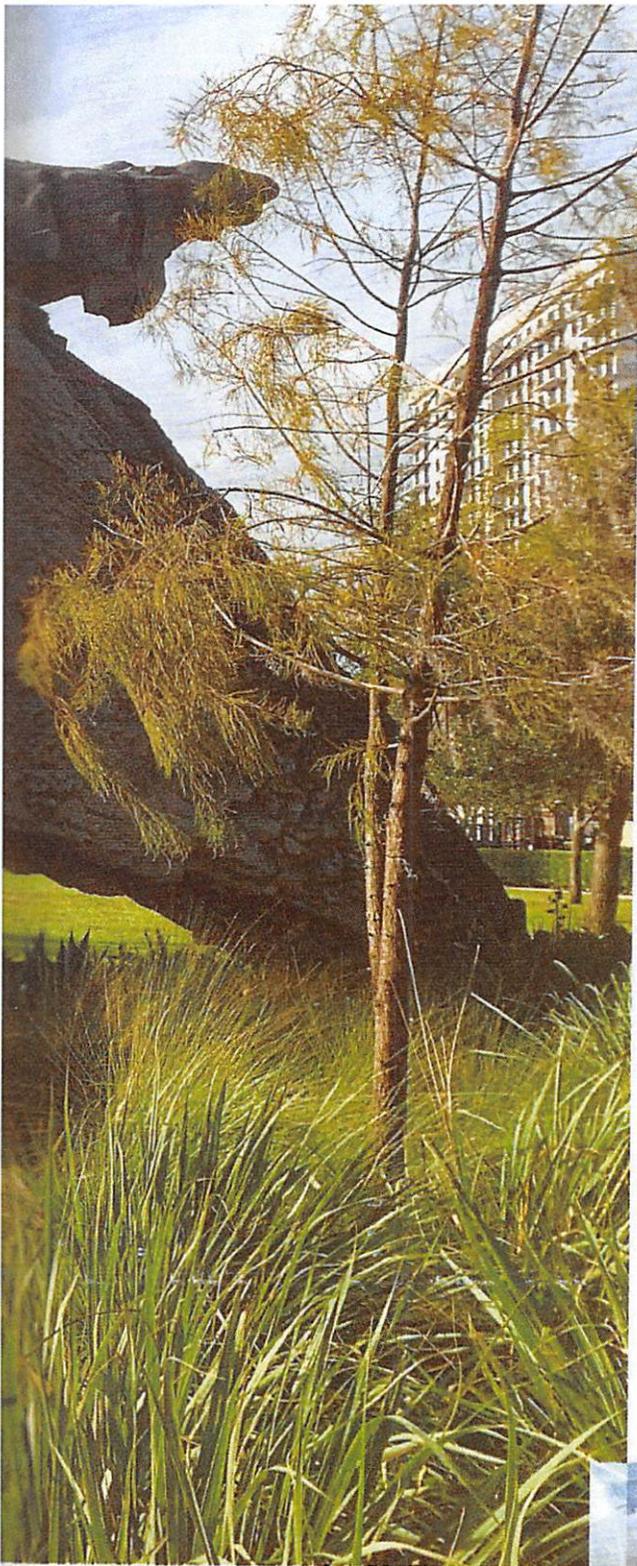
*Colección Seguros Caracas, Caracas*

*Colección Seguros Caroní, Caracas*

*Colección Bancaribe, Caracas*

*Colección Fondo de Valores Inmobiliarios, Caracas*

*Colección Procter & Gamble de Venezuela, Caracas*



Rafael Barrios' *Gravity of the Gravity* was unveiled at Miami Dade College West Campus on International Human Rights Day 2016. The sculpture commemorates the 68th anniversary of the Universal Declaration of Human Rights, which was adopted by the United Nations General Assembly on Dec. 10, 1948.

**About the artist:** Rafael Barrios (1947) is a Venezuelan American sculptor, with many prestigious awards in the U.S. and internationally. His geometric sculptures seem to defy the laws of gravity by portraying metal pieces that create the illusion of rhythmic floating.

**Location:** 3800 NW 115th Avenue



Alberto Cavalieri's *Ignea Magna*, located in front of the new DoubleTree Hotel is one of the latest additions of monumental art to the city. Made of stainless steel, with a set of well-coordinated lights, which give it a very contemporary look.

**About the Artist:** Alberto Cavalieri is a Venezuelan artist, of international renown. His monumental sculptures have been installed in many places, including Venezuela, Spain and the U.S. Coincidentally, in 1998, Cavalieri won a grant and exhibition contest for a work installed in New York's Socrates Sculpture Park.

**Location:** 10250 NW 19th Street

John Henry's *Despedida/Bienvenido* is one of the most recent monumental works from this artist. Installed in 2016 at the entry to Downtown Doral, *Despedida/Bienvenido* stands at either side of the street, creating a gateway and landmark entry point for the community.

**About the artist:** John Henry (born 1943) is an American sculptor, internationally renowned, who has produced many monumental and large-scaled works of art for museums, cities and public institutions across the United States, Europe and Asia.

**Location:** Downtown Doral Main Street



Christopher Rodriguez Barake, Deputy Director of the Doral Contemporary Art Museum (DCAM), shares some of his favorite work displayed throughout the city...

Christopher Barake  
Interview by: Dainy Tapia

**Driftwood Hospitality Mgt, LLC**

As Agent For: Holiday Inn Express  
 1691 NW 107th Avenue  
 Doral, FL 33172  
 Ph: 786-899-9671 Fax:

**PURCHASE ORDER**

No. 50131 C.O  
 Date 3/10/20  
 Project 2020 Renovation Budget  
 Tag R Sculpture @ Entry

**TO:**

Space Time Visual Arts, LLC  
 1037 NW 23rd Street  
 Miami, FL 33127  
 Ph: 786-257-6074 Fax:

**SHIP TO /  
 WORK AT :**  
 20531

Palma Building, LLC  
 d/b/a Holiday Inn Express  
 1691 NW 107th Avenue  
 Doral, FL 33172  
 Ph: 786-899-9671 Fax:  
 Attn: Juan Victory

**BILL TO :**

Palma Building, LLC  
 C/O Driftwood Hospitality Mgt, LLC  
 11770 US Highway 1, Suite 202  
 North Palm Beach, FL 33408

24 hour notice is required for all deliveries to insure there is staff available to received the goods.

**\*\*ALL DELIVERED ITEMS MUST BE CLEARLY MARKED WITH THE FOLLOWING:  
 PURCHASE ORDER NUMBER TAG LINE INFORMATION ITEM NUMBER  
 A SHIPMENT WITHOUT THIS INFORMATION WILL BE RETURNED AT THE VENDOR'S EXPENSE!\*\***

		Terms	Ship Via	Sales TaxPC		
		Per Agreement	Freight Incl.	7.00		
C.O	Item	Qty	Description	Unit Price	Ext. Price	
	sculpture	1	Each Provide labor & materials to create the specified sculpture to include: Title: Catalina Artist: Alberto Cavaliere Technique: Stainless Steel Dimensions: 144" x 39" x 39"	\$90,101.00	\$90,101.00	
	Exp Delivery Date	8/17/20				
	Material					
Bldg Exterior						
Note: Sculptural calculations, city permits, foundation, anchors, landscaping and light expenses are the responsibility of the buyer. Artist will install the sculpture.						

**\*\*Destination determines tax rate applied\*\***

Notes OK per JV - TC.

Subtotal	\$90,101.00
Tot Freight	
Sales Tax	\$6,307.07
<b>Total</b>	<b>\$96,408.07</b>

Contracted By:  
 Space Time Visual Arts, LLC  
 Signed: \_\_\_\_\_  
 By: Alberto Cavaliere  
 Date: \_\_\_\_\_

Contracted as Managing Agent For:  
 Palma Building, LLC  
 Signed: *Tim Copella*  
 By: Tim Copella  
 Date: \_\_\_\_\_



Space Time Visual Arts, LLC  
1037 NW, 23 Street  
Miami, Fl 33127

### CONTRACT TO PURCHASE ART

Date 03/ 05 / 2020

Bill To:
Palma Building, LLC 1691 NW 107 <sup>th</sup> Avenue Doral, Fl 33172. USA Atn. Mr. Ricardo Miguel Ph.- +1 305 599-3511

Ship To:
Space Time Visual Arts 1037 NW 23 Street Miami, Fl 33127. USA

QTY	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
1	Sculpture	Artist: Alberto Cavaleri Title: Catalina Technique: Stainless steel Dimension: 144 x 39 x 39 in	90,101.00	90,101.00
		Sub Total		90,101.00
		7% Tax		6,307.07
		Total US\$		96,408.07

1037 NW 23 Street  
Miami, FL 33127  
Telephone: +1 786 210 4990  
[info@spacetimeprojects.com](mailto:info@spacetimeprojects.com)  
[www.spacetimeprojects.com](http://www.spacetimeprojects.com)



**TERMS AND CONDITIONS:**

Schedule of Payment:

Due on receipt	US\$	24,102.07
August 2020	US\$	72.306.00

All payments should be made payable to: Space Time Visual Arts.

The sculpture Catalina will be delivered at, Holiday Inn Express, in 1691 NW, 107 Avenue, Miami FL 33172, when the end payment is charged.

Sculpture structural calculations, city permits, foundation, anchors, landscaping and lighting expenses are the responsibility of the buyer.

The artist will install the sculpture.

In case City of Doral does not approve the Art, the deposit will be refunded of the 25% , equivalent to \$24,102.07

ACCEPTED BY  
PALMA BUILDING LLC  
POR / MR. RICARDO MIGUEL

SIGN & DATE

1037 NW 23 Street  
Miami, FL 33127  
Telephone: +1 786 210 4990  
[info@spacetimeprojects.com](mailto:info@spacetimeprojects.com)  
[www.spacetimeprojects.com](http://www.spacetimeprojects.com)

REVISIONS:  
 A NO SET OUTS#

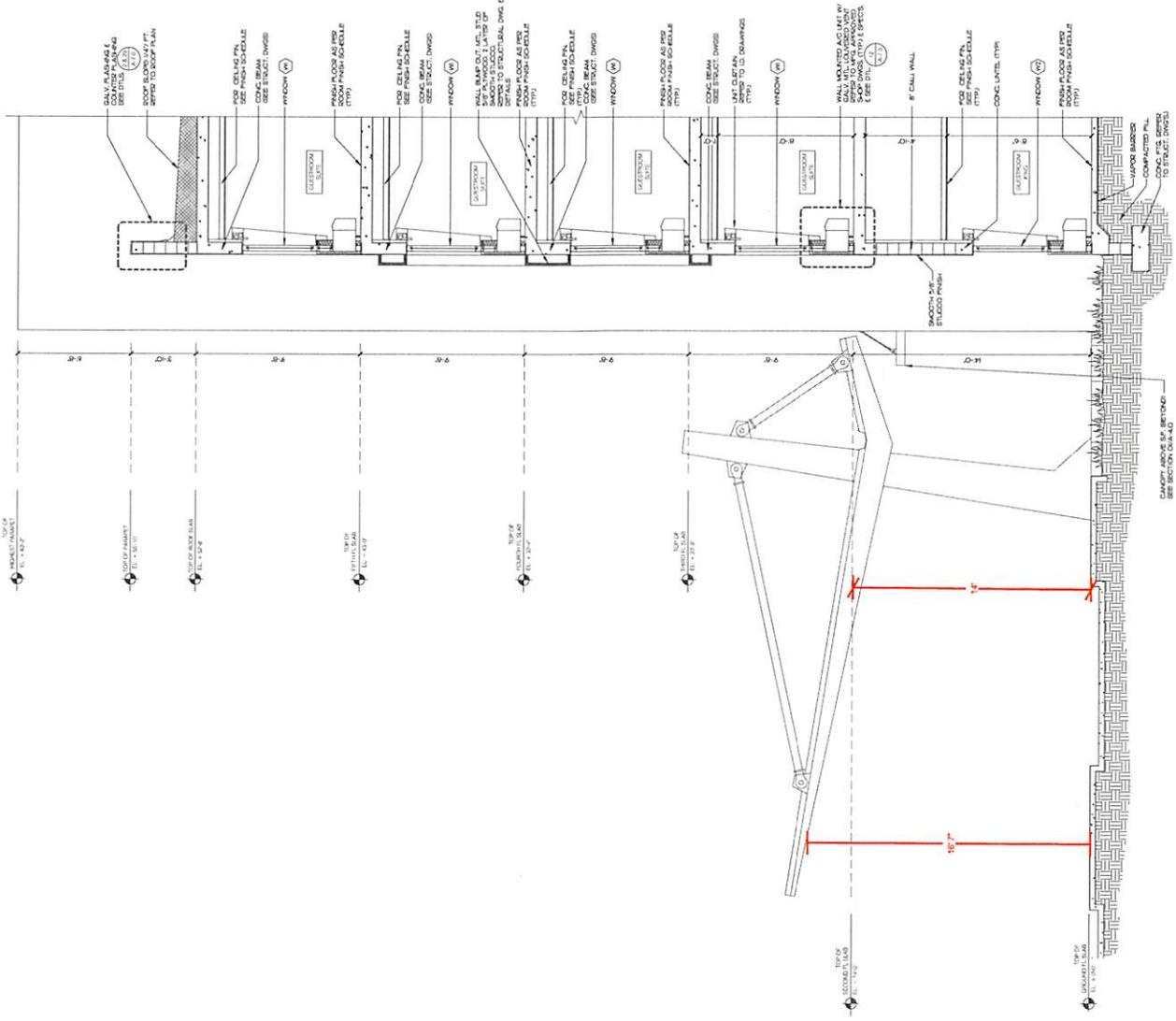
Owner: Palma Building LLC  
 2204 NW 82nd Avenue, Miami, FL 33122  
 Project Location: 1691 NW 107th Ave., Doral, FL 33172



CABRERA RAMOS  
 Architects, Inc.  
 1691 NW 107th Ave., Suite 100  
 Doral, FL 33172  
 Phone: (305) 851-1111  
 Fax: (305) 851-1112  
 Website: www.cabrera-ramos.com

DATE: 03/11/2017  
 DRAWN: RCB  
 CHECKED BY: MAC  
 JOB NO.: 2133-16

SHEET NO. A-42



SECTION  
 SCALE: 3/8" = 1'-0"



# Tim Copella

**From:** Juan Victory <jvictory@dadlp.com>  
**Sent:** Thursday, March 5, 2020 3:13 PM  
**To:** Alba De Abreu  
**Cc:** cavaliere alberto; Tim Copella; Robert Conde; Paul Veltri; George Testa  
**Subject:** RE: CONTRACT TO PURCHASE ART - ALBERTO CAVALIERI -  
**Attachments:** City of Doral - AIPP Artist and Artwork Information Form (Alberto Cavalieri).pdf; L-1.0 Landscape Plan Rev 3 Bid set 03.27.18.pdf; A-4.2.pdf

**Categories:** Doral HIX

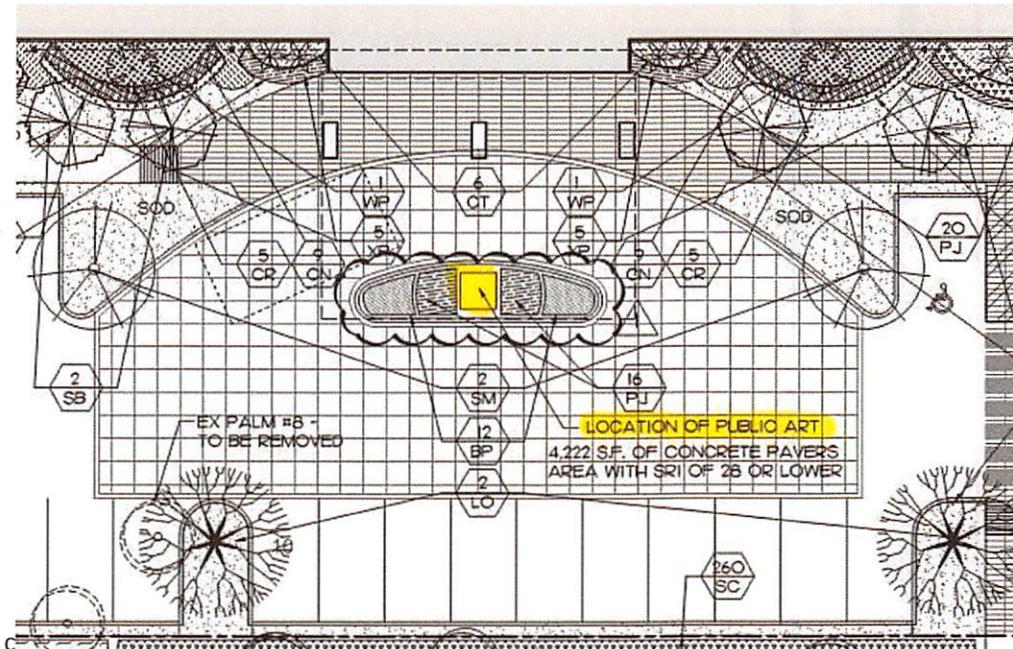
Hi:

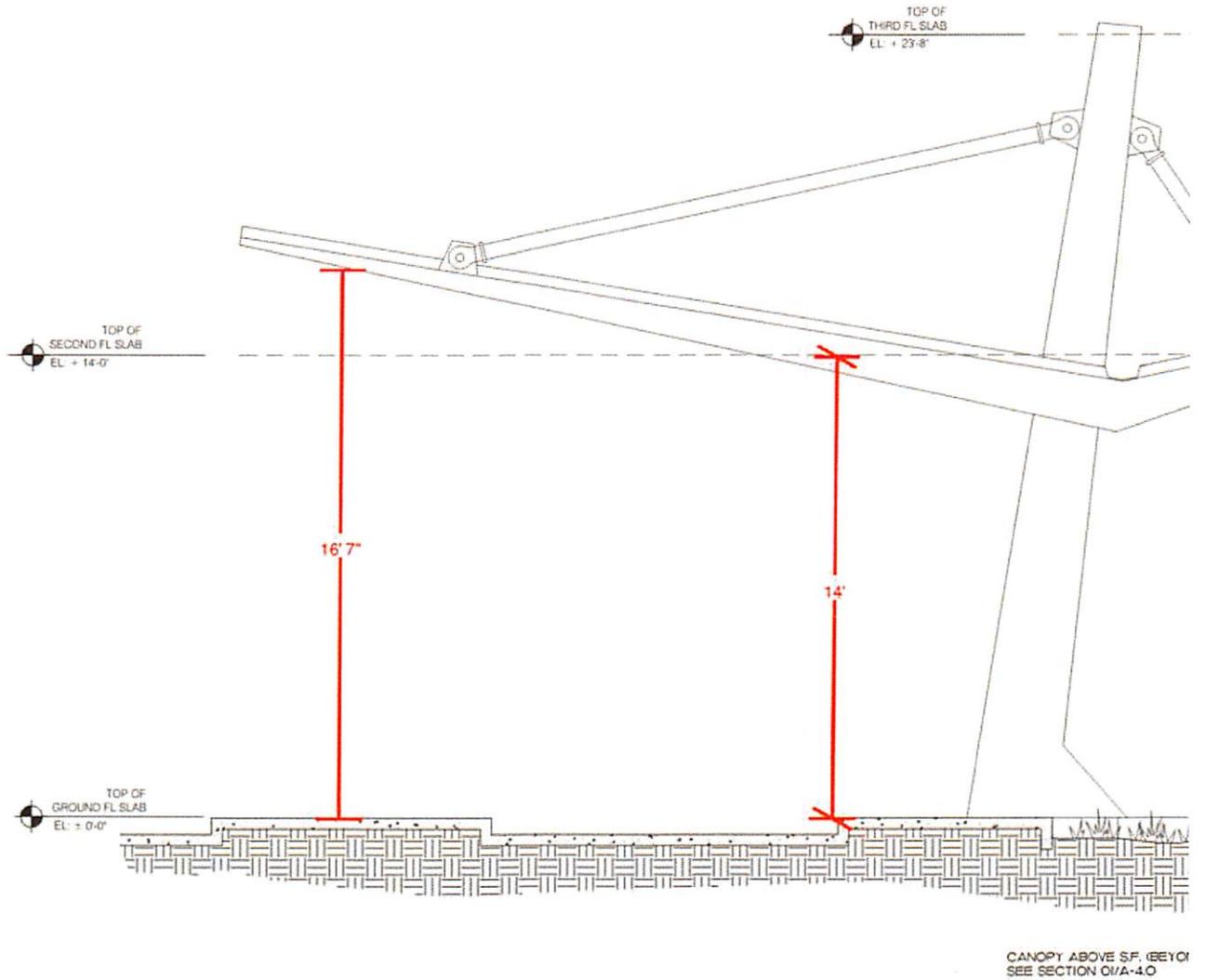
Perfect, early next week HPA will issue the PO and the \$24,102.07 deposit.

Attached the City of Doral Artist and Artwork information form completed.  
Please confirm information is correct, and fill free to amend.

Do note that L-1.0 drawing locates the sculpture at the Porte Cochere.  
The height there is 16'-7", leaving 4'-7" clearance with the 12' sculpture.

Regards, Juan





From: Alba De Abreu <albabreu@gmail.com>  
 Sent: Thursday, March 5, 2020 2:21 PM  
 To: Juan Victory <jvictory@dadlp.com>  
 Cc: cavaliere alberto <cavaliere.alberto@gmail.com>; Tim Copella <tcopella@hpago.com>  
 Subject: Re: CONTRACT TO PURCHASE ART - ALBERTO CAVALIERI -

Buen Dia Juan,  
 Te adjunto el contrato corregido,  
 Por favor, hazme saber cuando lo recibas, para acordar los pasos a seguir.  
 Mil gracias,  
 Alba De Abreu  
 786 210 4990

On Thu, Mar 5, 2020 at 11:57 AM Juan Victory <jvictory@dadlp.com> wrote:



Diciembre 2019

Estimado Sr. Juan Victory,

Aprovecho la oportunidad para saludarlo muy cordialmente y hacerle llegar la propuesta escultórica de mi autoría intelectual diseñada para el proyecto del hotel Holiday Inn, ubicado en la ciudad del Doral.

Esperando que la propuesta sea de su agrado, me despido,

Muy cordialmente,

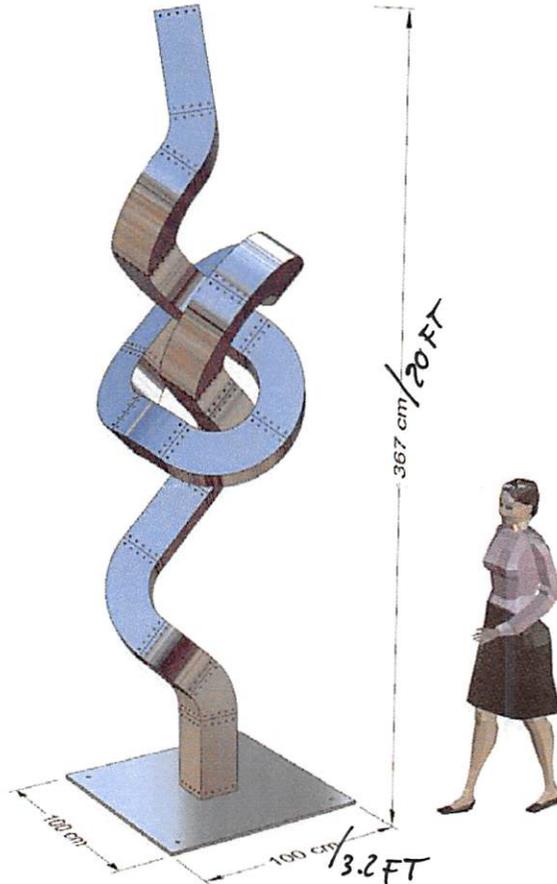
Alberto Cavaliere  
Space Time Projects  
+1 786 257 6074

1037 NW 23 Street  
Miami, FL 33127  
Telephone: +1 786 210 4990  
[info@spacetimeprojects.com](mailto:info@spacetimeprojects.com)  
[www.spacetimeprojects.com](http://www.spacetimeprojects.com)



**spacetime**  
projects

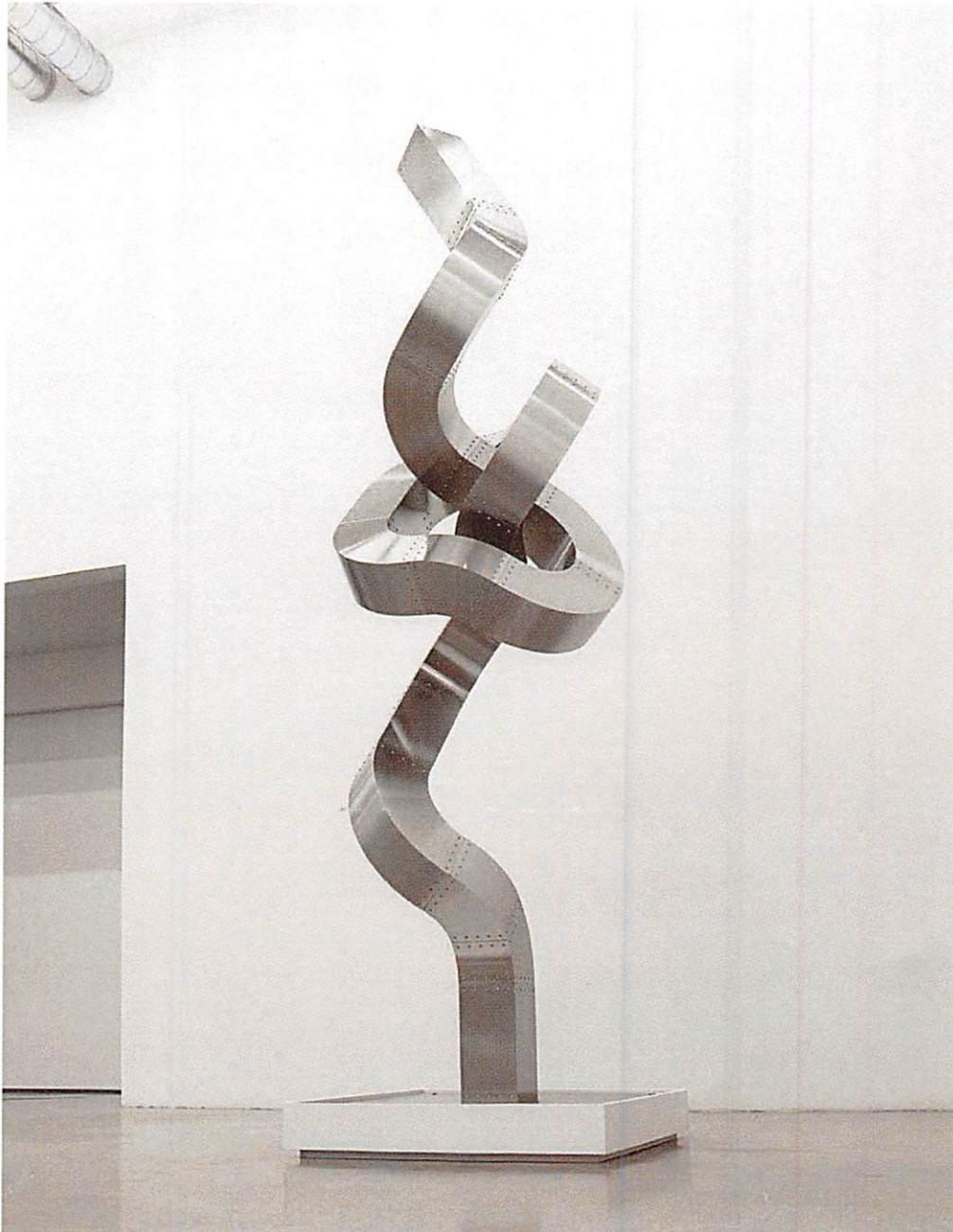
Título: Catalina  
Técnica: Acero Inoxidable  
Dimensiones: 144 x 39 x 39 in / 367 x 100 x 100 cm  
Precio: US\$ 110.000,00



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[www.spacetimeprojects.com](http://www.spacetimeprojects.com)

**PALMA BUILDING, LLC**  
1691 NW 107<sup>th</sup> Ave  
Doral, FL 33172

August 10, 2020

City of Doral  
Public Arts Committee  
8401 NW 53 Terrace  
Doral, Florida 33166

Re: Letter Agreement Regarding Public Art Installation at Palma Building, LLC  
Property – 1691 NW 107<sup>th</sup> Avenue, Doral, FL 33172

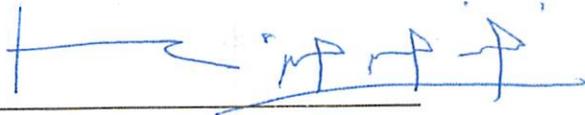
Dear Committee:

This letter is being submitted by Palma Building, LLC with regard to the public art installation (the "Public Art") has made on its privately-owned hotel property located at 1691 NW 107<sup>th</sup> Avenue, Doral, Florida 33172 (the "Property"). In regard to the Public Art, Palma Building, LLC hereby agrees to the following:

1. Palma Building, LLC shall indemnify, defend and hold the City of Doral harmless from any liability, loss, damage, cost or expense (including reasonable attorney's fees and court costs) arising from any claim, action, or liability related to the Public Art. The foregoing obligation shall be bidding on Palma Building, LLC, successors, and assigns.
2. Palma Building, LLC shall maintain the Public Art in compliance with Section 75-114 of the Doral City Code.

In witness whereof, Palma Building, LLC has executed this letter agreement as of the date set forth above.

Palma Building, LLC

By: 

Ricardo Miguel Valdes  
Manager

SPACE TIME VISUAL ARTS, LLC  
1037 NW 23<sup>rd</sup> Street  
Miami, FL 33127

August 10, 2020  
City of Doral - Public Arts Program  
Project Application  
Public Arts Coordinator (305.593.6630)  
8401 NW 53 Terrace  
Doral, Florida 33166

Artist release of Rights of Art work

To City of Doral Public Arts Coordinator:

Let this act of written agreement executed by artist, Alberto Cavaliere, Manager of Space Time Visual Arts, LLC, who is responsible for the creation of the art work as part of the Palma Building, LLC, 1691 NW 107<sup>th</sup> Avenue, Doral, FL 33172, in which he expressly waives all rights that can be waived under applicable state and federal laws. The artist of the approved artwork grants 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. City approval of the artwork shall be deemed to be grant of the artist to the city which is deemed to be public records pursuant to the public record laws of the state. The city shall also have the option of referring to the name and title of the artist and artwork in reproductions.

In donating, conveying, releasing rights, to the artwork, the City of Doral, Florida having reviewed and accepted the artwork, shall hold the artist harmless in all lawsuits originating from said artwork and by enjoined in the artist's defense of said lawsuits.



Signature of Artist of Record  
Alberto Cavaliere  
Space Time Visual Arts

## ARTWORK INSTALLATION AND MAINTENANCE AGREEMENT

This ART WORK INSTALLATION AND MAINTENANCE AGREEMENT (the "Agreement") is made this \_\_\_\_\_, in the City of Doral Florida, by and between Palma Building, LLC ("Owner"), Alberto Cavalieri ("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**, the City has adopted a Public Arts Program codified in Chapter 75 of the Code of Ordinances: and

**WHEREAS**, the Artist has submitted a proposal to design, fabricate, install and donate to the City the following particular piece of art ("Art work") at the following described location: 1691 NW 107<sup>th</sup> Avenue, Doral, FL 33172.

**WHEREAS**, on \_\_\_\_\_, the Public Art Program Committee approved the Artist's Artwork proposal (attach photo or rendering to this Agreement) and accepted the donation based on the conditions set forth in this Agreement.

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

1.1 "Art work means durable creations that can be original or limited editions of art including, but not be limited to, sculptures, art works, monuments, frescoes, fountains, paintings, stained glass, murals, or ceramics and may include architectural designs, components or structures. The "art work" medium can include, but not be limited to, glass, steel, bronze, wood, stone and concrete. For purposes of the art program, "art work" 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 "art work" 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 "Commercial element" means art that by virtue of its location or proximity to a business may serve a minimal commercial purpose. If that art were in a different location, it would be considered pure art and not commercial in nature.

1.4 "Good condition" means that the art work is free of dirt, debris, and any other object or substance interfering with the public's view of the art work.

## **2. Owner's Covenants**

2.1 Compliance with Section 75-106. Owner covenants that Owner has complied with section 75-106 of the Code of Ordinances entitled "Application Procedures for placement of art work on private property.

2.2 Authorization. Owner covenants that Owner owns the property located at 1691 NW 107<sup>th</sup> Avenue, Doral, FL 33172 (the "Property"), is authorized to permit the installation of the approved Art Work upon the Entrance of the Property, and will permit Artist to do so following this Agreement's execution.

2.3 Maintenance and Repair. Owner covenants to maintain and repair the art work 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 art work is at all times in a state of good condition.

### **3. Artist's Covenants**

3.1 Installation. Artist covenants to complete installation of the art work in accordance with the building permit issued and specifications as approved by the City.

3.2 Necessary Artistic Repairs. Artist covenants to assist Owner in making any necessary repairs to the art work.

3.3 Maintenance. Artist covenants adhere to the maintenance plan submitted to the City pursuant to section 75-115.

### **4. Term, Termination, and Extension**

4.1 Term. This Agreement shall have a term of twenty-five (25) years from the date of execution, unless terminated pursuant to this Article 4.

4.2 Owner's Termination. Owner may elect to terminate this Agreement if Artist fails to install the art work as specified in this Agreement.

4.3 City's Termination. City may elect to terminate this Agreement if the art work is not maintained in accordance with the maintenance plan.

4.4 If this Agreement is terminated prior to the 25-year term, Owner understands and agrees that he will be responsible for the Public art in-lieu fee required under Chapter 75.

### **5. Specifications**

5.1 The art work shall be consistent with the preliminary sketches, photographs or other documentation previously submitted and approved by the City.

5.2 Artistic Freedom. The provisions of this Article 5 shall not in any way limit or restrict Artist's right to include content that is not commercial, indecent, or obscene.

5.3 Sponsor and Artist Identification. In no event shall the name of a sponsor, a sponsor product likeness, or the Artist's signature individually comprise more than one (1) percent of the art work.

5.4 Configuration and Dimensions. The art work shall be of the same configuration and dimensions as the scale rendition preliminarily approved by the City.

## **6. Installation**

6.1 Time of Installation. Artist shall begin installing the art work as soon as reasonably practicable after this Agreement's execution and receipt of all required permits.

6.2 Notice of Installation. Artist shall provide advance notice in writing to Owner and the City of the date and time Artist intends to install the art work. Artist may thereafter proceed with the installation if Owner is not present, unless Owner notifies Artist in writing otherwise.

6.3 Materials. Artist shall be responsible for providing, at its cost, all materials necessary to install the artwork.

6.4 Landscape Protection and Removal. To the extent reasonably practicable under the circumstances, Artist shall take care to protect any landscaping on the Property during installation. If installation requires the removal of any landscaping on the Property, Artist shall be responsible for replacing the landscaping after completing installation. Prior to removing or altering any landscaping on the Property, Artist shall first acquire Owner's consent to such removal or alteration.

## **7. Maintenance and Repairs**

7.1 Maintenance and Repairs. Owner shall be responsible for maintaining the art work in good condition at all times while this Agreement is in force. If, for any reason, the art work 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 enter Owner's property and perform any necessary maintenance and/or repairs at Owner's expense.

7.2. Access. Owner hereby grants City and Artist a right of access to the Property to perform maintenance and repairs required pursuant to this Agreement, and otherwise to ensure the art work remains in good condition while this Agreement is in force. The license shall continue for a period of twenty-five (25) years from the date of this Agreement's execution.

## **8. Removal**

8.1 Removal by City. City may remove the art work at Owner's expense if Owner fails to maintain the art work in good condition as provided in Section 7.1.

8.2 Removal by Owner. Owner may remove the art work at Owner's expense if Owner reasonably determines that the art work 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 Artist and City with sixty (60) days' notice that Owner intends to remove the art work at the end of the notice period. If possible, Owner shall work with Artist and City to find another suitable site for the art work. If Owner is unable to find a suitable site for the art work acceptable to the City, Owner shall be pay the City the Public art in-lieu fee.

## **9. Insurance and Indemnification**

9.1 Insurance. Owner and Artist shall obtain adequate insurance, both in type and amount, as determined by the City Manager.

9.2 Indemnification and Coordination. Owner and Artist hereby agree: (i) to jointly and severally indemnify City for any costs the City incurs in connection with the art work caused by the actions of the Owner or Artist, their officers, employees, or agents, or any person who was under their control insofar as permitted by law. Further, Owner and Artist hereby agree to hold harmless, indemnify, and defend the City of Doral, its officials, members, agents, and employees against any claims, costs, damages, demands, liability, and notices, or any of these, arising or resulting from any claims of damage or injury proximately caused by actions of either party in connection with the art work, regardless of whether the city is actively negligent or passively negligent, except for those claims, costs, damages, demands, liability, and notices, or any of these, caused solely by the negligence or willful misconduct of City; and (ii) to cooperate with the City to respond to specific risks, hazards, and dangers to public health and safety that are reasonably foreseeable consequences of the activity contemplated by this Agreement

## **10. Intellectual Property**

10.1 Copyright. Subject to the restrictions and usage rights and licenses granted to the City hereunder, and unless otherwise agreed to by the parties in writing, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the art work.

10.2 Intellectual Property License. Artist hereby grants to Owner, and to Owner's agents, authorized contractors and assigns, and to City an unlimited and irrevocable license to do the following with respect to the art work:

- (i) Owner may use and display the art work on the Property.
- (ii) Owner and City may make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the art work. Owner and City may use such reproductions for any Owner-related or City-related purpose, including advertising, educational and promotional materials, brochures, books,

flyers, postcards, print, broadcast, film, electronic, and multimedia publicity. Owner and City shall ensure that such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. Owner and City shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable: "[Title of Artwork-Catalina]" © [Year of completion-2020] by [Artist's name-Alberto Cavalieri]. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this agreement. Neither Owner nor City may 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 art work or to reproductions.

**10.3 Third Party Infringement.** Artist represents and warrants that the art work is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Neither Owner nor City is responsible for any third-party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify Owner and City against any claims brought against Owner or City alleging that the art work infringes the intellectual property rights of any third parties.

**10.4 Publicity.** Owner and 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 art work. Artist shall be reasonably available to attend any ceremonies related to the art work.

**10.5 Trademark.** In the event that Owner's or City's use of the art work creates trademark, service mark or trade dress rights in connection with the art work, Owner and City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

**10.7 Waiver of Artist's Rights.** With respect to the art work produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist hereby waives any and all claims, arising at any time and under any circumstances, against Owner and City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)) and any other local, state, federal or international laws that convey rights of the same nature or any other type of moral right protecting the integrity of works of art. Specifically, Artist hereby waives any and all such claims against Owner or any future owners of the Property, and its agents, officers and employees, and City. Artist hereby represents and warrants that the Artist is authorized to sign this waiver.

## **11. Miscellaneous Provisions**

**11.1 Limitation of Liability.** 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.

**11.2 Survival.** The provisions contained in Articles 9 and 10 shall survive the expiration or termination of this Agreement.

**11.3 Modification and Amendment.** 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.

**11.4 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.

**11.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

**11.6 Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions.

**11.7 Counterparts.** 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.

**11.8 Relationship of the Parties.** Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either Party except those expressly granted herein.

**11.9 Attorney Fees.** In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recovery of its attorney's fees, litigation expenses, and court costs incurred in the action brought

thereon. Attorney's fees and litigation expenses shall include without limitation costs of preparation and discovery and retaining expert witnesses, and such fees and expenses shall be payable whether or not the litigation proceeds to final judgment.

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

Attest:

CITY OF DORAL

\_\_\_\_\_

Connie Diaz, City Clerk

By: \_\_\_\_\_

Albert P. Childress, Acting City Manager

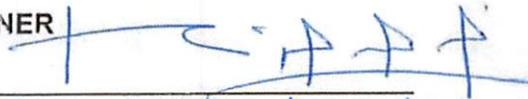
Date: \_\_\_\_\_

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

\_\_\_\_\_

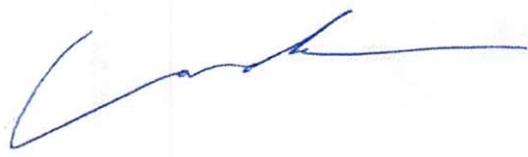
Luis Figueredo, Esq.

City Attorney

OWNER | 

By: \_\_\_\_\_  
Its: Ricardo Rigel MARM

Date: 08/11/2020

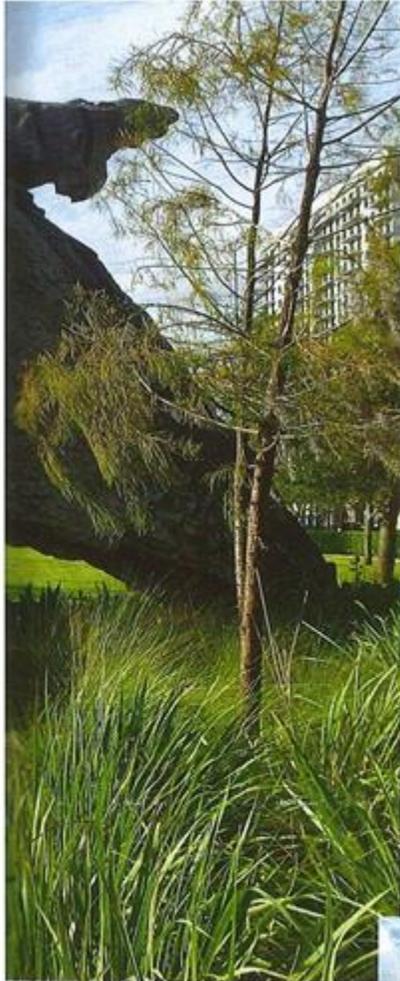
Artist 

By: \_\_\_\_\_  
Its: ALBERTO CAVALIERI

Date: 08 / 11 / 2020

## EXHIBIT B

Previous work by Alberto Cavalieri in the City of Doral (magenta highlight)



Rafael Barrios' Gravity of the Gravity was unveiled at Miami Dade College West Campus on International Human Rights Day 2016. The sculpture commemorates the 68th anniversary of the Universal Declaration of Human Rights, which was adopted by the United Nations General Assembly on Dec. 10, 1948.  
**About the artist:** Rafael Barrios (1947) is a Venezuelan American sculptor, with many prestigious awards in the U.S. and internationally. His geometric sculptures seem to defy the laws of gravity by portraying metal pieces that create the illusion of rhythmic floating.  
**Location:** 3900 NW 15th Avenue



Alberto Cavalieri's Igora Magna, located in front of the new DoubleTree Hotel is one of the latest additions of monumental art to the city. Made of stainless steel, with a set of well-coordinated lights, which give it a very contemporary look.  
**About the Artist:** Alberto Cavalieri is a Venezuelan artist of international renown. His monumental sculptures have been installed in many places, including Venezuela, Spain and the U.S. Coincidentally, in 1998, Cavalieri was a grand final exhibition contest for a work installed in New York's SoHo Sculpture Park.  
**Location:** 10250 NW 15th Street



John Henry's Despedida/Bienvenida is one of the most recent monumental works from this artist, installed in 2016 at the entry to Downtown Doral. Despedida/Bienvenida stands on either side of the street, creating a gateway and landmark entry point for the community.  
**About the artist:** John Henry (born 1943) is an American sculptor, internationally renowned, who has produced many monumental and large-scale works of art for museums, cities and public institutions across the United States, Europe and Asia.  
**Location:** Downtown Doral Main Street

Christopher Rodriguez Barake, Deputy Director of the Doral Contemporary Art Museum (DCAM), shares some of his favorite artwork displayed throughout the city...

Christopher Barake  
 Interviewed by: Dainy Tapia



**EXHIBIT C**  
Proposed artwork (sculpture)



1037 NW 23 Street  
Miami, FL 33132  
Telephone: +1 786 210 4930  
[info@spacetimeprojects.com](mailto:info@spacetimeprojects.com)  
[www.spacetimeprojects.com](http://www.spacetimeprojects.com)



# Memorandum

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Date: February 12, 2021

To: Public Arts Program Advisory Board Members

From: Javier Gonzalez, AICP, CFM  
Acting Planning & Zoning Director

Subject: Concept for a work of public art by Dustin Miller in conjunction with the Residence Inn Doral Hotel development project located at 10234 NW 19th Street.

---

## **APPLICATION REQUEST**

19th Street Hospitality (the “Developer”) is constructing a hotel (“Residence Inn”) at 10234 NW 19th Street (the “Project”), near the Miami International Mall. The developer has chosen to install artwork within the project as specified in Chapter 75 “Public Arts Program” of the City’s Land Development Code and is seeking approval of the concept from the Public Arts Program Advisory Board. A copy of the application is provided in “Exhibit A.”

## **BACKGROUND**

The work of art has been designed by Dustin Miller (the “Artist”). Dustin Miller has developed many trade skills including woodworking, metalworking, painting and many others. After setbacks in many lines of work he pursued, the relentless desire to create and skills he accumulated would become the framework for his masterpieces. The theme that Dustin has acquired his inspiration from includes elements of the earth. Wind, fire, water, plants and anything organic. With also having an appreciation for a world of beautiful architecture. His work compliments and exists within and outside of several structures worldwide. Information about previous artwork by Dustin Miller is provided in “Exhibit B.”

For this project the Artist has proposed two (2) sculptures named “Storm” and “Vitality”. Storm is a large black outdoor sculpture designed to visually flow from top to bottom. Crafted from 100% textured aluminum and designed with a dynamic curved form. It also appears to take different forms from every angle. Vitality is a modern abstract black and silver sculpture designed with angled curved pieces ripping in multiple directions. The sculpture’s deep texture is a custom pattern created by the artist.

Each structure measures approximately 7 feet in height by 30-inch diameter and will be mounted on a concrete foundation. The sculptures will be located adjacent to the drop-off/Porte-cochere area of the hotel as a welcoming feature.

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 concept proposal is provided in "Exhibit C."

The cost of the proposed artwork and installation is estimated to be \$70,000.00 (seventy thousand dollars) which is 1% of the Project's total art in public places fee.

### **RECOMMENDATION**

Staff is recommending approval of the two (2) sculptures named "Storm" and "Vitality" that consist of a stainless-steel structure and measure approximately 7 feet in height by 30-inch diameter and if approved will be mounted on a concrete foundation.

**EXHIBIT A**  
Application



**CITY OF DORAL  
PUBLIC ARTS PROGRAM SUBMITTAL  
for  
10234 NW 19th St  
Doral, Fl.**



19th Street Hospitality  
3785 NW 82nd Ave Suite 204  
Doral, Fl. 33166

**Dear Mr. Adams and Mr. Gonzalez:**

**Please consider this our formal submittal in connection with City of Doral Ordinance 2015-09 of a Public Arts Program Artist and Art Work Project Application. In connection with this request, we submit the following:**

**City of Doral Public Arts Program Application**

**Narrative Statement**

- Art work Description
- Statement about the artist
- Synopsis

**Artwork Depiction:**

- Storm
- Vitality

**Location Plans:**

- Landscape with sculpture location overlay
- Photo inlay with sculpture locations

**Artist's Resume**

**Costs associated with project**

- Cost Summary
- Proposals

**Our Maintenance Statement**



## 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:
  - 1<sup>st</sup> Page – Applicant/Property Owner Information, Architect/Contractor Information
  - 2<sup>nd</sup> Page – Project Information
  - 3<sup>rd</sup> Page – Public Arts Program Requirement options
- Submit preliminary sketches, photographs or other documentation describing the nature of the proposed artwork
- Submit an appraisal or other evidence of the value of the proposed artwork including acquisition and installation costs
- 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:
  - 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
- 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
- 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
- Submit a statement indicating property owner's willingness to maintain the art work in compliance with section 75-114 of the Ordinance



Accepted By: \_\_\_\_\_  
 Date: \_\_\_\_\_

**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**

CHRIS DESAI  
 Applicant/Property Owner  
3785 NW 82ND AVE SUITE 204  
 Address

DORAL  
 City  
305-592-3393  
 Telephone  
305-592-3394  
 Fax

33166  
 Zip Code  
(305) 747-6153  
 Cell Phone  
CHRIS.DESAI@BAYWOODHOTELS.COM  
 E-mail

\*\*\*\*

BASE 4  
 Architect/Contractor  
2001 CLINTONBONE RD #114  
 Address

BONN RAYON  
 City  
888 901-8008  
 Telephone  
888 901-8009  
 Fax

33496  
 Zip Code  
 Cell Phone  
RICK.MUNIZ@BASE4.COM  
 E-Mail

\*\*\*\*

CHRIS DESAI  
 Property Owner  
3785 NW 82ND AVE SUITE 204  
 Address

DORAL  
 City  
305-592-3393  
 Telephone  
305-592-3394  
 Fax

33166  
 Zip Code  
305-747-6153  
 Cell Phone  
CHRIS.DESAI@BAYWOODHOTELS.COM  
 E-Mail

**PROJECT INFORMATION**

Building Permit #: 2019050282

RESIDENCE INW. MIAMI

Project Name

10234 NW 19 ST. DORAL, FL.

Project Address

This project is:

New Construction

Rehabilitation/ Tenant Improvements

Estimated Square Footage of this Project: 1.98 SFT: 86248 SFT.

Proposed Use of this Space: HOTEL (EXTENDED STAY)

Total Project Construction Cost: \$ 7,000,000.00

(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: \$ 70,000.00

(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: CO - MARCH 2, 2021

[This section of the Application was left blank intentionally]



**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.

1. Artist Name: DUSTIN MILLER.  
Address: 1356 CLEVELAND ST.  
City/State: CLEARWATER, FL.  
Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

(Note: Enclosed the Artist Resume and Statement which defines the thought process that inspired the development of the proposed artwork.)

2. Description of the Site: THE SITE IS A 1.98 ACRE PARCEL LOCATED ON THE CORNER OF 19<sup>TH</sup> ST. AND NW 102ND AVE. THE PROPERTY WAS APPROVED AS A RESIDENCE INN BY MARRIOTT HOTEL.

3. Description of the Proposed Artwork (Include Rendering, Maquette, Drawing, Etc.):

TWO SCULPTURES: VITALITY - LARGE BLACK SCULPTURE CREATED FROM THICK ROLLED ALUMINUM PLATE. IT HAS A LUXURIOUS BLACK WEATHERED FINISH W/ GRINDING SILVER EDGES. 2. STORM - LARGE BLACK SCULPTURE. THIS PIECE CHANGES SHAPE AND DESIGN. THE DYNAMIC 6 YD PATTERNS SHIMMER IN DIFFERENT LIGHTS.

4. Dimensions of Artwork: 1. VITALITY - 90" H X 30" DIA.  
2. TEMPEST - 72" H X 30" DIA.

5. Description of Art Project Foundation or Base: 3'-0" HIGH X 3'-0" DIAMETER CONCRETE PEDESTAL W/ UPLIGHTING.

6. Location of Artwork (Provide Site Plan): \_\_\_\_\_  
\_\_\_\_\_

7. Landscape Description: LANDSCAPE PLAN REMAINS UNCHANGED FROM SITE PLAN APPROVAL

8. Lighting Description: PEDESTALS WILL HAVE UPLIGHTING PLACED ALONG PERIMETER TO ILLUSTRATE MR MILLERS DYNAMIC SCULPTURE LINES.

9. Maintenance Description: BOTH SCULPTURES ARE MADE OF HIGH QUALITY CORROSION RESISTANCE ALUMINUM AND POWDER COATED FOR ADDITIONAL PROTECTION.

(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: \$79,350.00

# **Narrative Statement**

**PROJECT: Residence Inn DORAL – DORAL FILE NO. 2018050001**  
**LOCATION: 10234 NW 19th St.**  
**FOLIO#: 35-3028-023-0210**

## **CITY OF DORAL PUBLIC ARTS PRESENTATION**

### **PUBLIC ARTS SUBMITTAL DESCRIPTION – TWO SCULPTURES**

Storm is a large black outdoor sculpture designed to visually flow from top to bottom. Crafted from 100% textured aluminum and designed with a dynamic curved form. It also appears to take different forms from every angle.

Vitality is a modern abstract black and silver sculpture designed with angled curved pieces ripping in multiple directions. The sculpture's deep texture is a custom pattern created by the artist.

### **THE ARTIST**

#### **Dustin Miller**

Dustin's God given talents as an artist have always been present in his life. As a child and even into high school he never imagined it would become his career. His focus on surrealism and drawing was the beginning of his unique style. He developed many trade skills including woodworking, metalworking, painting and many others. After setbacks in many lines of work he pursued, the relentless desire to create and skills he accumulated would become the framework for his masterpieces

### **SYNOPSIS**

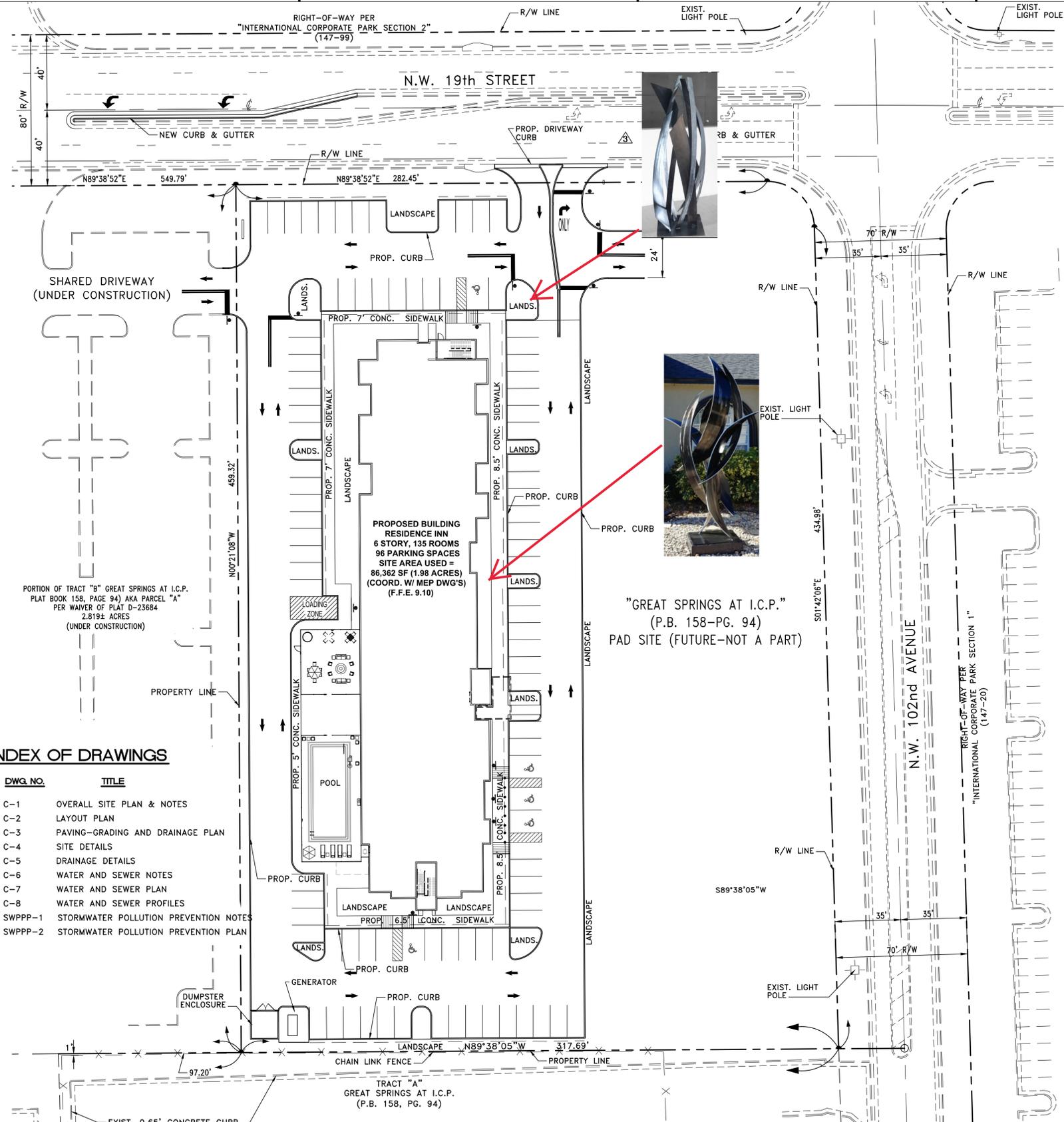
Our proposal is to place one of these sculptures on an island located at the NW corner of the building and the second at the guest drop off area . We feel the colors and flow of the sculptures match the darker hues of our Hotel building in the backdrop. Both Sculptures will be anchored on 3'-0" lighted pedestals / foundations providing up lighting to elaborate the curvature and movement of the artist's work.

---

# Artwork Depiction



# Location Plans



**INDEX OF DRAWINGS**

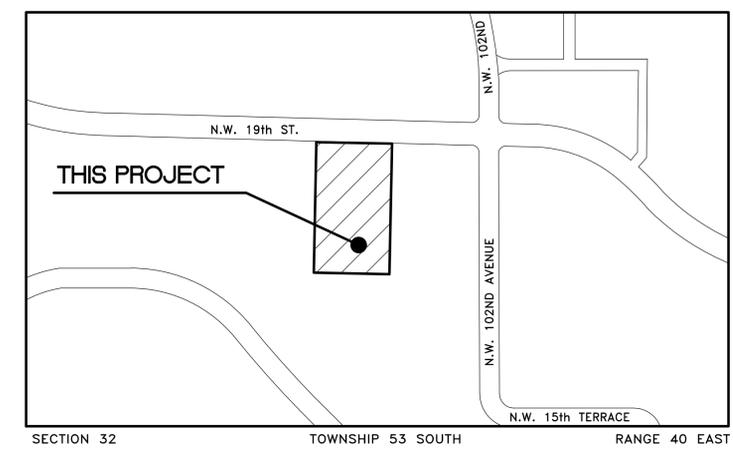
SHT. NO.	DWG. NO.	TITLE
1	C-1	OVERALL SITE PLAN & NOTES
2	C-2	LAYOUT PLAN
3	C-3	PAVING-GRADING AND DRAINAGE PLAN
4	C-4	SITE DETAILS
5	C-5	DRAINAGE DETAILS
6	C-6	WATER AND SEWER NOTES
7	C-7	WATER AND SEWER PLAN
8	C-8	WATER AND SEWER PROFILES
9	SWPPP-1	STORMWATER POLLUTION PREVENTION NOTES
10	SWPPP-2	STORMWATER POLLUTION PREVENTION PLAN

**OVERALL SITE PLAN**

SCALE: 1" = 30'

TOTAL SITE AREA	=	86,362 SF (1.98 AC)
TOTAL IMPERVIOUS AREA	=	42,734 SF (0.98 AC) (49.48%)
TOTAL OPEN SPACE	=	24,173 SF (0.55 AC) (27.99%)
TOTAL BUILDING AREA (GROUND)	=	19,455 SF (0.45 AC) (22.53%)
PARKING PROVIDED	=	100 SPACES
TOTAL VEHICULAR AREA	=	42,734 SF (0.98 AC)
20% OF VEHICULAR AREA	=	8,547 SF (CONCRETE/PAVERS/OTHER)

**NOTE:**  
1. TYPE OF FUEL OF GENERATOR IS NATURAL GAS; UNDER SEPARATE BUILDING PERMIT.



**LOCATION SKETCH**

SCALE: 1" = 300'

FOLIO No.: 35-3032-034-0020

**LEGAL DESCRIPTION**

THE WEST 213.34 FEET OF TRACT "B", "GREAT SPRINGS AT I.C.P.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 158, AT PAGE 94, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST.

**GENERAL NOTES**

- ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM, N.G.V.D. OF 1929.
- BENCHMARKS:
  - P.C.P. AT THE INTERSECTION OF N.W. 19th STREET & N.W. 102nd AVENUE. ELEVATION = 8.52 N.G.V.D. 1929.
  - S.W. CORNER OF F.P.L. TRANSFORMER PAD; 680± WEST OF CENTER LINE OF N.W. 102nd AVENUE & NORTH SIDE N.W. 19th STREET. ELEVATION = 8.09 N.G.V.D. 1929.
- HORIZONTAL AND VERTICAL CONTROL SHALL BE PROVIDED BY THE CONTRACTOR. LAYOUT IS THE RESPONSIBILITY OF THE CONTRACTOR.
- IT IS THE INTENT OF THESE DRAWINGS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- EXISTING UTILITIES SHOWN ARE BASED ON INFORMATION SUPPLIED BY OTHERS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MEET WITH ALL APPLICABLE UTILITY COMPANIES TO VERIFY ALL UNDERGROUND FACILITIES PRIOR TO THE START OF CONSTRUCTION. ALL TRENCH EXCAVATION SHALL PROCEED WITH EXTREME CAUTION AT ALL TIMES. IN THE EVENT THAT EXISTING UTILITIES ARE DAMAGED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE ALL SUCH DAMAGE.
- EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTling ALL DISTURBED EXISTING MANHOLE COVERS, VALVE BOXES, BLOW-OFF RISERS, ETC. TO NEW ELEVATIONS, AS REQUIRED, WHETHER SPECIFICALLY SHOWN ON THESE DRAWINGS OR NOT.
- BOUNDARY AND TOPOGRAPHIC DATA BASED UPON SURVEY PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC. MIRAMAR, FLORIDA, DATED NOVEMBER 04, 2016.
- PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD ZONE X & FEDERAL FLOOD HAZARD ZONE AH-8 PER F.I.R.M. COMMUNITY PANEL NO. 120041 0286 L OF MAP, DATED SEPT. 11, 2009.

**STRIPING AND SIGNAGE NOTES**

- ALL STRIPING IN RIGHT-OF-WAY AND ALL ON-SITE STOP BARS APPLIED TO ASPHALTIC PAVEMENT SHALL BE THERMOPLASTIC WITH A MIXTURE OF 50 PERCENT GLASS SPHERES AND 50 PERCENT SHARP SILICA SAND APPLIED AT A RATE OF 0.20 PSF IN ACCORDANCE WITH FDOT SECTION 711.
- ALL ON-SITE STRIPING APPLIED TO CONCRETE PAVEMENT SHALL BE TRAFFIC PAINT IN ACCORDANCE WITH FDOT SECTION 917.
- ALL SIGNAGE SHALL BE IN ACCORDANCE WITH "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
- SIGN POSTS SHALL BE STEEL CHANNEL IN ACCORDANCE WITH MIAMI-DADE COUNTY/CITY OF MIAMI PUBLIC WORKS DEPARTMENT STANDARDS AND SHALL BE BREAK-A-WAY.
- STOP SIGNS SHALL BE MOUNTED WITH 7' CLEAR FROM SIGN BOTTOM TO GRADE. WHERE INDICATED, ADDITIONAL SIGNAGE SHALL BE MOUNTED BELOW STOP SIGN.
- PROVIDE REFLECTIVE PAVEMENT MARKERS, AS REQUIRED BY MIAMI-DADE COUNTY/CITY OF MIAMI PUBLIC WORKS DEPARTMENTS.

**ADA COMPLIANCE NOTES**

- THIS SET OF DOCUMENTS HAS BEEN DESIGNED TO COMPLY WITH 2012 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION AND PER APPLICABLE FOOT INDEXES 304, 310 & 515. ALL RELATED SECTIONS OF THE CODE ARE NOTED WITHIN THESE DOCUMENTS AND STRICT COMPLIANCE IS REQUIRED BY ALL CONSTRUCTION TRADES. CONSTRUCTION QUALITY AND COMPLIANCE OF THE FINAL PRODUCT ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- ALL ACCESSIBLE ROUTES MUST NOT EXCEED A SLOPE OF 1:20 (5.00%). CURB CUT RAMPS AND RAMPS MUST NOT EXCEED A SLOPE OF 1:12 (8.33%). RAMPS THAT EXCEED 6 FEET IN LENGTH REQUIRE HANDRAILS. ALL CROSS SLOPES MUST NOT EXCEED A SLOPE OF 1:50 (2.00%).
- PLANTERS, TREE GRATES AND OTHER ELEMENTS MUST BE FLUSH AND ADA COMPLIANT. PAVERS ON PEDESTRIAN PATH MUST BE FLUSH, FIRM, STABLE AND HAVE NO OPEN JOINTS.
- ALL DETECTABLE WARNINGS TO BE IN ACCORDANCE WITH MIAMI-DADE COUNTY ARTICLE 527 TESTED MATERIAL, TYPE & COLOR, LATEST EDITION (7/7/16).



Consulting Engineering & Science

a GRAEF company

9400 South Dadeland Boulevard  
Suite 601  
Miami, FL 33156  
305 / 378 5555  
305 / 279 4553 fax

www.cesmiami.com  
www.graef-usa.com



11/9/2020

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NELSON H. ORTIZ, P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED AS SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

FOR THE FIRM:  
NELSON H. ORTIZ  
PE-57556 (CIVIL)

PROJECT TITLE:

**BAYWOOD - RESIDENCE INN @ THE MALL**

10234 N.W. 19TH STREET  
DORAL, FL. 33172

BAYWOOD HOTELS

3785 N.W. 82nd AVENUE, SUITE 204  
MIAMI, FLORIDA 33166  
PHONE: (305) 592-3393

NO. DATE REVISIONS BY

- 11-08-19 ADDED DRIVEWAY
- 09-25-19 REVISED POOL PER ARCH.
- 08-30-19 CITY COMMENTS

PROJECT INFORMATION:

PROJECT NUMBER: 18021

DATE: 04-10-18

DRAWN BY: Z.H.

CHECKED BY: N.H.O.

APPROVED BY: N.H.O.

SCALE: AS SHOWN

SHEET TITLE:

OVERALL SITE PLAN & NOTES

SHEET NUMBER:

**C-1**



Vitality

Storm

# Artists Resume

**DUSTIN MILLER - METAL SCULPTOR**  
**DUSTIN MILLER GALLERY | CLEARWATER, FL 33765**

**LARGE SCALE WORKS**

**Title: One** Size: 12ft x 12ft x 4ft Aluminum  
Location: Arroyo Residence - Dallas, TX

**Title: Tides** Size: 5ft x 7ft x 1ft Aluminum  
Location: UCHHealth - Boulder, CO

**Title: Noho** Size: 7ft x 3ft x 3ft Aluminum  
Location: Noho Flats Apartments - Tampa, FL

**Title: Element** Size: 8ft x 2ft x 2ft Aluminum  
Location: Element at Stonebridge - Virginia Beach, VA

**Title: Storm** Size: 7ft x 3ft x 3ft Aluminum  
Location: Nalanda Estates - Parrish, FL

**Title: Tempest** Size: 7ft x 2ft x 2ft Aluminum  
Location: Michel Residence - San Jose, CA

**Title: Orb** Size: 3ft x 3ft x 3ft Stainless Steel  
Location: Ryan Hughes Design HGTV Feature - Tampa, FL

**Title: Evolve** Size: 9ft x 4ft x 4ft Stainless Steel  
Location: Springs at Tradition Apartments - Tradition, FL

**Title: Wind Horse** Size: 7ft x 4ft x 3ft Aluminum  
Location: Shelbyville City Hall - Shelbyville, KY

**RECOGNITION & AWARDS**

- CBS Magnum P.I. - Feature
- Netflix - Multiple Series Features
- HGTV Ultimate Outdoor Awards - Water, Water Everywhere Category of the 2016 HGTV Awards for the Orb Fire Feature sculpture
- Tampa Bay Magazine - Featured Artist Article
- Best of Houzz 2016 Service Award
- Salvador Dali Museum Student Surrealist - 2006 & 2007

**EDUCATION**

Saint Petersburg College - Art Studies | St. Petersburg, FL | 2008 -2012  
Seminole High School - Art Studies | Seminole, FL | Class of 2007

**DEVELOPER/AGENCY EXPERIENCE**

- Continental Properties | Bradenton, FL
- Hilton Los Angeles | Universal City, CA
- City of Shelbyville City Hall | Shelbyville KY
- Greystar Apartments | Tampa, FL
- Ryan Hughes Design | Tampa, FL
- University of Colorado | Boulder, CO
- CBS Magnum P.I. Set | Honolulu, HI
- HGTV Outdoor Project | Tampa, FL
- Boyd Homes | Virginia Beach, VA

**OTHER RELEVANT EXPERIENCE**

- Project coordination with developers and architects to achieve compliant and safe installation of large scale sculptures on both public and private development sites
- Overseeing product development in my metalworking operations as well as prior experience as a web/graphics project manager
- Extensive experience in metal fabrication including bending, welding and finishing multiple types of metals
- Generating renderings from computer applications and creating small scale models
- Extensive experience in drawing including computer applications such as Adobe Suite Illustrator and Photoshop
- Curating the gallery establishing an original sculpture collection, marketing as well as acquiring collectors
- Interior/exterior design

**PROFESSIONAL REFERENCES**

Eilene Collins | Operations - City of Shelbyville, KY  
Shelbyville, KY | Phone: 502.220.3710

Ryan Biesek | Construction Project Engineer -  
Continental Properties  
Bradenton, FL | Phone: 262-442-0320

Rob Hegel | Purchasing Director - Hilton Los Angeles /  
Universal Studios  
Hollywood, CA | Phone: 818.509.2093

## **Costs associated with project**

# City of Doral Public Arts Program

Home2 Doral - 10234 NW 19th St Doral, Fl.

Master permit # 2019050282

Description	Cost
Storm Sculpture	\$15,400.00
Vitality Sculpture	\$17,000.00
Crating and Delivery of sculptures	\$3,200.00
Electrical homeruns and wiring for lighted pedestals	\$11,000.00
Hurricane Integrity Structural Engineering for Sculpture Pedestals	\$3,500.00
Foundation excavation, fabricaton and install	\$11,250.00
Pedestal fabrication / Lightng fixtures	\$4,500.00
Sculpture installtion, and equipment to set sculptures	\$13,500.00
Total	\$79,350.00



Synergy Design & Procurement, LLC  
 9130 Guilford Road, Suite B  
 Columbia, MD 21046 US  
 accounting@synergydpllc.com

# Invoice

**BILL TO**  
 19th Street Hospitality, LLC  
 3785 NW 82nd Ave Suite 204  
 Doral, Fl. 33166

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
9099	11/08/2020				

**P.O. NUMBER**  
 33166- Sculpt

ACTIVITY	QTY	RATE	AMOUNT
<b>Storm -</b> 6ft x 30in Dia - Approx 220 lbs	1	NA	15,400.00
<b>Vitality</b> 7-6ft x 30in Dia - Approx 240 lbs	1	NA	17,000.00
<b>Crating and Shipping to display location</b>			3,200.00

BALANCE DUE **\$35,600.00**



# **GR** ELECTRICAL SERVICES, INC.

LICENSED & INSURED ESTATE OF FLORIDA LIC. # EC 13007301 10/27/2020  
"Our Main Goal is Your Satisfaction and To Give You The best Service In The Market"

**TO: Baywood**  
**Project: Residence Inn Doral**  
**Change Order: #1**  
**ADDRESS: 10234 NW 19th St.**  
**Doral, FL 33172**

**From: GR ELECTRICAL SERVICES, INC**  
**14262 SW 140<sup>th</sup> ST #118**  
**Miami FL 33186**  
**ER # 13007301.**  
**PH 786-447-4318, FAX 786-536-5988**  
**Email:grelectricalservices@yahoo.com**

As requested we will provide electrical connections for 2 Sculptures. One on the NW island of the property and second at the drop off area. We will provide and install 2 new breakers inside the SL panel and run 2 wires from located inside the electrical room to the requested locations. Wires, breakers, conduits, etc are all included. All labor related to this install is also included.

Labor and materials: \$ 11,000.00

Very truly yours,

**Luis Formoso**

**RAMON RAMON**

**OPERATIONS MANAGER, SERVICE DEPARTMENT**

**GR ELECTRICAL SERVICES , INC**

**CELL-786-447-4318**

**OFF - 786-280-8457**

**FAX - 786-536-5988**

**EMAIL:grelectricalservices@yahoo.com**

Acceptance of proposal the prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as schedule in payment application form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_



October 30 2020

Via email: [larry.rojas@baywoodhotels.com](mailto:larry.rojas@baywoodhotels.com)

Larry Rojas  
Sr. Director of Development  
Baywood Hotels  
3785 NW 82<sup>nd</sup> Ave  
Suite # 204  
Miami, FL 33166

**RE: Residence Inn –  
Public Arts Doral, FL**

Dear Larry,

We are pleased to submit our proposal agreement for professional Structural Engineering Services for the Residence Inn in Doral, Florida. McNamara ▪ Salvia (McSal) is pleased to continue to be part of your team and we look forward to the opportunity of assisting you to create a successful project.

We understand that two (2) sculptures will be added to the project as follows:

1. Storm Sculpture: 72" tall x 30" wide x 30" deep
2. Vitality Sculpture: 90" tall x 14" wide x 30" deep

Both sculptures will require a design for the foundations and pedestal.

## FEE

Our basic services will be in accordance with AIA-C401. The fee for these Services is the stipulated sum of \$3,500.

## REIMBURSABLE EXPENSES

Reimbursable expenses directly associated with the project shall be invoiced at the 1.1 times actual cost and shall include such items as travel and lodging, postage, delivery services, reproduction and printing charges, legal contract review, and other expenses incurred at the Client's request. The reimbursable expenses are included in the base fee.

## FOUNDING PRINCIPALS

Robert J. McNamara, P.E., S.E.  
Joseph A. Salvia, P.E.

## MANAGING PRINCIPALS

### Boston

Mark F. Aho, P.E.  
Neil A. Atkinson  
John S. Matuszewski, P.E.  
Adam C. McCarthy, P.E.  
Benjamin B. Wild, P.E.

### Florida

Andrew P. Sullivan, P.E., S.E.

### New York

Ryan A. Dow, P.E., S.E.  
Vladimir E. Seijas, P.E.  
Bart A. Sullivan, P.E.

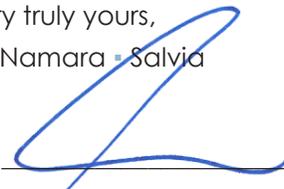


## QUALIFICATIONS

1. The sculpture manufacturer is responsible for the wind design of their fabrication and the connection to the pedestal / foundation.

Kindly acknowledge your acceptance of this Agreement by signing this proposal and forwarding us a copy. We look forward to working with you on this project and will proceed based upon your written authorization to do so.

Very truly yours,  
McNamara Salvia

By:   
Andrew P. Sullivan, P.E., S.E.  
Principal

**AGREED:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BILLING:**

Addressee: \_\_\_\_\_

Address: \_\_\_\_\_

Enclosure: Terms and Conditions  
Hourly Rate Schedule



**CRAFT CONSTRUCTION COMPANY**  
**Proposal**

Invoice Order No. 04-08192020

To: **19th Street Hospitality, LLC.**  
**3785 NW 82nd Avenue, #204**  
**Miami, Florida 33166**

Date: October 8, 2020  
Terms: Net 10 days from date of invoice

Project: **Residence Inn - Doral**

From: **Craft Construction Company, LLC**  
**480 S. Andrews Ave Suite 103**  
**Pompano Bch Florida 33069**

	Description of Materials	Unit Price	Price
1	Furnish materials , labor and equipment to fabricate and install two foundations with bolts to accept two (2) +/- 200 LB sculptures at locations set by property owner. Plates will be welded on sculptures with agreed bolt pattern.		\$ 11,250.00
2.	Furnish and fabricate two (2) 3'-0" Tall Pedestals		\$ 4,500.00
<b>Totals: \$</b>			<b>17,000.00</b>

Accepted: 19th Street hospitality, LLC.

Craft Construction Company, LLC.

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed:   
By: \_\_\_\_\_





# **Maintenance Statement**

## **MAINTENANCE**

Both new outdoor sculptures are outdoor compatible made from high quality corrosion resistant aluminum and powder coated for additional protection. The pedestals will double as foundations designed per current hurricane code. Sculptures will be cleaned and tended to along with landscapers by our full time maintenance staff.

---

**19th Street Hospitality, LLC**  
3785 NW 82<sup>nd</sup> Avenue, Suite 204  
Miami, Florida 33166

November 6, 2020

City of Doral  
Public Arts Committee  
8401 NW 53 Terrace  
Doral, Florida 33166

Re: Letter Agreement Regarding Public Art Installation at 19th Street Hospitality, LLC – 10234 NW 19th St. Doral, Fl.

Dear Committee:

This letter is being submitted by 19th Street Hospitality, LLC Inc. (“Residence Inn Doral”) with regard to the public art installation (the “Public Art”) has made on its privately-owned hotel property located at 10234 NW 19th Street. (“Property”). In regard to the Public Art, Doral Hospitality Inc. hereby agrees to the following:

1. 19th Street Hospitality, LLC. shall indemnify, defend and hold the City of Doral harmless from any liability, loss, damage, cost or expense (including reasonable attorney’s fees and court costs) arising from any claim, action or liability related to the Public Art. The foregoing obligation shall be binding on 19th Street Hospitality’s successors and assigns.

2. 19th Street Hospitality, LLC shall maintain the Public Art in compliance with Section 75-114 of the Doral City Code.

In witness whereof, 19th Street Hospitality Inc. has executed this letter agreement as of the date set forth above.

19th Street Hospitality Inc.  
a Florida limited liability company

By:   
Chirag B. Desai, Manager

## Rights to Images

Effective immediately as of 12/7/2020, I Dustin Miller, Artist and Owner of Abstract Metal Design LLC and Dustin Miller Gallery grants the City of Doral, Florida 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. The artwork can be used for renderings, pictures or models of any sort. Three dimensional or physical/sculptural reproduction of the artwork or display is not authorized by an outside party other than the artist Dustin Miller of Abstract Metal Design and Dustin Miller Gallery.



Dustin Miller (Artist)



Abstract Metal Design LLC



Dustin Miller Gallery

**EXHIBIT B**

Previous work by Dustin Miller

**DUSTIN MILLER - METAL SCULPTOR**  
**DUSTIN MILLER GALLERY | CLEARWATER, FL 33765**

**LARGE SCALE WORKS**

**Title: One** Size: 12ft x 12ft x 4ft Aluminum  
Location: Arroyo Residence - Dallas, TX

**Title: Tides** Size: 5ft x 7ft x 1ft Aluminum  
Location: UCHHealth - Boulder, CO

**Title: Noho** Size: 7ft x 3ft x 3ft Aluminum  
Location: Noho Flats Apartments - Tampa, FL

**Title: Element** Size: 8ft x 2ft x 2ft Aluminum  
Location: Element at Stonebridge - Virginia Beach, VA

**Title: Storm** Size: 7ft x 3ft x 3ft Aluminum  
Location: Nalanda Estates - Parrish, FL

**Title: Tempest** Size: 7ft x 2ft x 2ft Aluminum  
Location: Michel Residence - San Jose, CA

**Title: Orb** Size: 3ft x 3ft x 3ft Stainless Steel  
Location: Ryan Hughes Design HGTV Feature - Tampa, FL

**Title: Evolve** Size: 9ft x 4ft x 4ft Stainless Steel  
Location: Springs at Tradition Apartments - Tradition, FL

**Title: Wind Horse** Size: 7ft x 4ft x 3ft Aluminum  
Location: Shelbyville City Hall - Shelbyville, KY

**RECOGNITION & AWARDS**

- CBS Magnum P.I. - Feature
- Netflix - Multiple Series Features
- HGTV Ultimate Outdoor Awards - Water, Water Everywhere Category of the 2016 HGTV Awards for the Orb Fire Feature sculpture
- Tampa Bay Magazine - Featured Artist Article
- Best of Houzz 2016 Service Award
- Salvador Dali Museum Student Surrealist - 2006 & 2007

**EDUCATION**

Saint Petersburg College - Art Studies | St. Petersburg, FL | 2008 -2012  
Seminole High School - Art Studies | Seminole, FL | Class of 2007

**DEVELOPER/AGENCY EXPERIENCE**

- Continental Properties | Bradenton, FL
- Hilton Los Angeles | Universal City, CA
- City of Shelbyville City Hall | Shelbyville KY
- Greystar Apartments | Tampa, FL
- Ryan Hughes Design | Tampa, FL
- University of Colorado | Boulder, CO
- CBS Magnum P.I. Set | Honolulu, HI
- HGTV Outdoor Project | Tampa, FL
- Boyd Homes | Virginia Beach, VA

**OTHER RELEVANT EXPERIENCE**

- Project coordination with developers and architects to achieve compliant and safe installation of large scale sculptures on both public and private development sites
- Overseeing product development in my metalworking operations as well as prior experience as a web/graphics project manager
- Extensive experience in metal fabrication including bending, welding and finishing multiple types of metals
- Generating renderings from computer applications and creating small scale models
- Extensive experience in drawing including computer applications such as Adobe Suite Illustrator and Photoshop
- Curating the gallery establishing an original sculpture collection, marketing as well as acquiring collectors
- Interior/exterior design

**PROFESSIONAL REFERENCES**

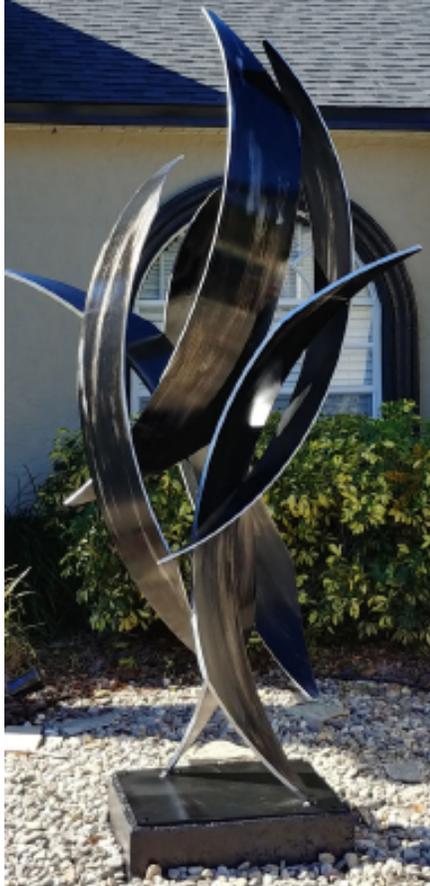
Eilene Collins | Operations - City of Shelbyville, KY  
Shelbyville, KY | Phone: 502.220.3710

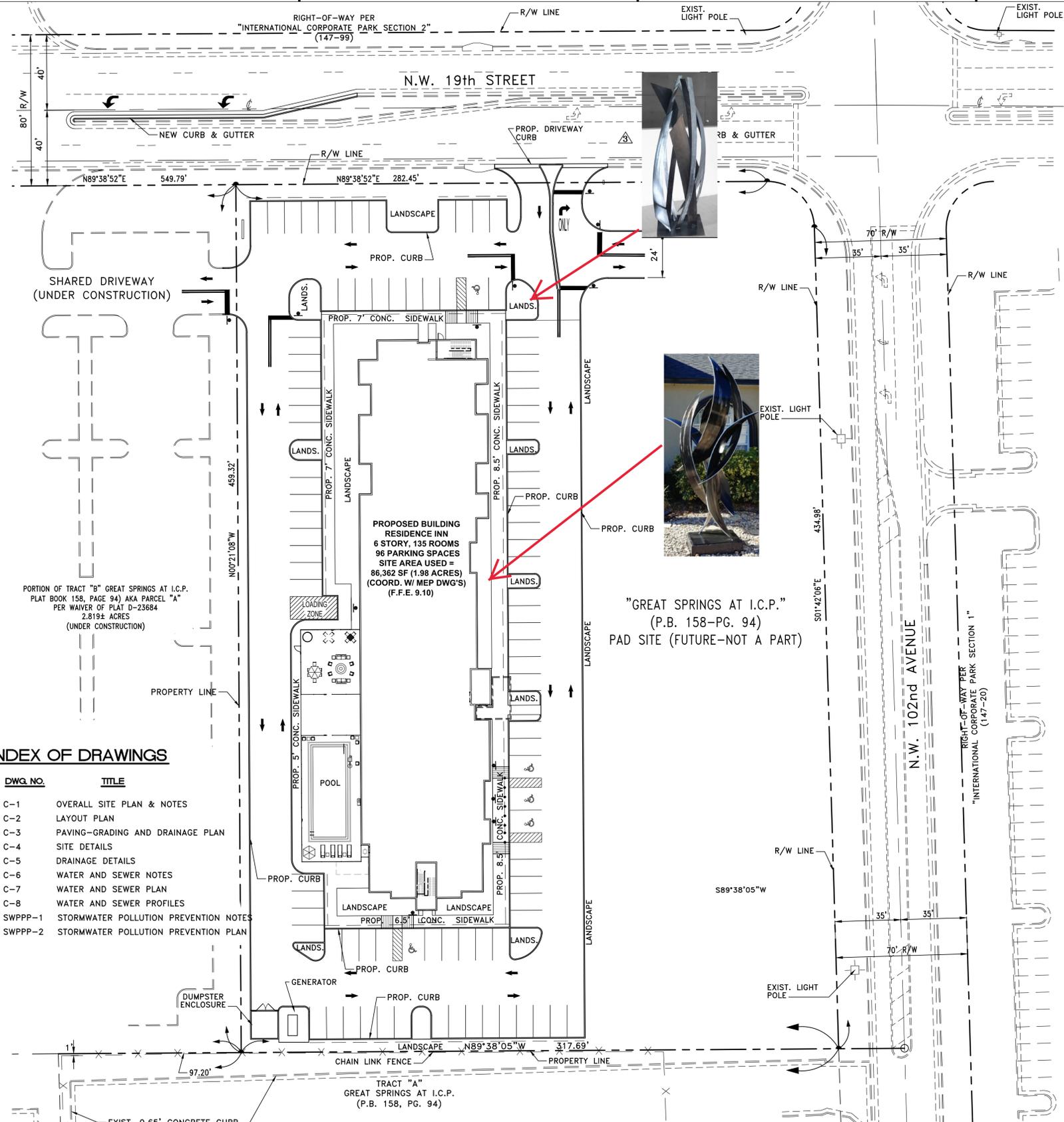
Ryan Biesek | Construction Project Engineer -  
Continental Properties  
Bradenton, FL | Phone: 262-442-0320

Rob Hegel | Purchasing Director - Hilton Los Angeles /  
Universal Studios  
Hollywood, CA | Phone: 818.509.2093

**EXHIBIT C**  
Proposed artwork (sculpture)

# Artwork Depiction





**INDEX OF DRAWINGS**

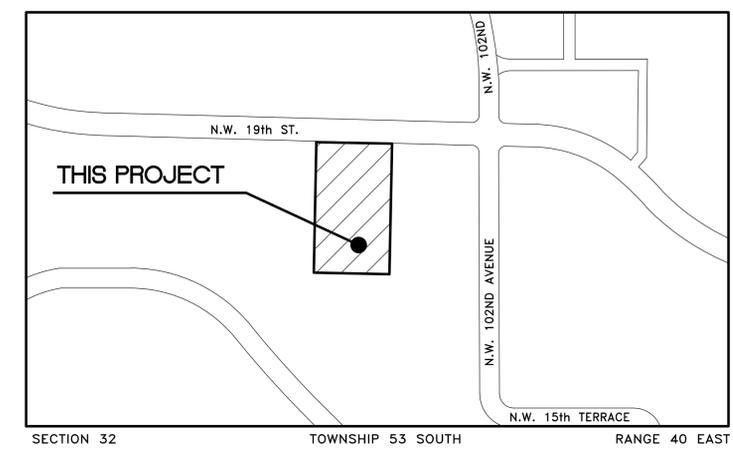
SHT. NO.	DWG. NO.	TITLE
1	C-1	OVERALL SITE PLAN & NOTES
2	C-2	LAYOUT PLAN
3	C-3	PAVING-GRADING AND DRAINAGE PLAN
4	C-4	SITE DETAILS
5	C-5	DRAINAGE DETAILS
6	C-6	WATER AND SEWER NOTES
7	C-7	WATER AND SEWER PLAN
8	C-8	WATER AND SEWER PROFILES
9	SWPPP-1	STORMWATER POLLUTION PREVENTION NOTES
10	SWPPP-2	STORMWATER POLLUTION PREVENTION PLAN

**OVERALL SITE PLAN**

SCALE: 1" = 30'

TOTAL SITE AREA	=	86,362 SF (1.98 AC)
TOTAL IMPERVIOUS AREA	=	42,734 SF (0.98 AC) (49.48%)
TOTAL OPEN SPACE	=	24,173 SF (0.55 AC) (27.99%)
TOTAL BUILDING AREA (GROUND)	=	19,455 SF (0.45 AC) (22.53%)
PARKING PROVIDED	=	100 SPACES
TOTAL VEHICULAR AREA	=	42,734 SF (0.98 AC)
20% OF VEHICULAR AREA	=	8,547 SF (CONCRETE/PAVERS/OTHER)

**NOTE:**  
1. TYPE OF FUEL OF GENERATOR IS NATURAL GAS; UNDER SEPARATE BUILDING PERMIT.



**LOCATION SKETCH**

SCALE: 1" = 300'

FOLIO No.: 35-3032-034-0020

**LEGAL DESCRIPTION**

THE WEST 213.34 FEET OF TRACT "B", "GREAT SPRINGS AT I.C.P.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 158, AT PAGE 94, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST.

**GENERAL NOTES**

- ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM, N.G.V.D. OF 1929.
- BENCHMARKS:
  - P.C.P. AT THE INTERSECTION OF N.W. 19th STREET & N.W. 102nd AVENUE. ELEVATION = 8.52 N.G.V.D. 1929.
  - S.W. CORNER OF F.P.L. TRANSFORMER PAD; 680± WEST OF CENTER LINE OF N.W. 102nd AVENUE & NORTH SIDE N.W. 19th STREET. ELEVATION = 8.09 N.G.V.D. 1929.
- HORIZONTAL AND VERTICAL CONTROL SHALL BE PROVIDED BY THE CONTRACTOR. LAYOUT IS THE RESPONSIBILITY OF THE CONTRACTOR.
- IT IS THE INTENT OF THESE DRAWINGS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- EXISTING UTILITIES SHOWN ARE BASED ON INFORMATION SUPPLIED BY OTHERS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MEET WITH ALL APPLICABLE UTILITY COMPANIES TO VERIFY ALL UNDERGROUND FACILITIES PRIOR TO THE START OF CONSTRUCTION. ALL TRENCH EXCAVATION SHALL PROCEED WITH EXTREME CAUTION AT ALL TIMES. IN THE EVENT THAT EXISTING UTILITIES ARE DAMAGED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE ALL SUCH DAMAGE.
- EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTling ALL DISTURBED EXISTING MANHOLE COVERS, VALVE BOXES, BLOW-OFF RISERS, ETC. TO NEW ELEVATIONS, AS REQUIRED, WHETHER SPECIFICALLY SHOWN ON THESE DRAWINGS OR NOT.
- BOUNDARY AND TOPOGRAPHIC DATA BASED UPON SURVEY PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC. MIRAMAR, FLORIDA, DATED NOVEMBER 04, 2016.
- PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD ZONE X & FEDERAL FLOOD HAZARD ZONE AH-8 PER F.I.R.M. COMMUNITY PANEL NO. 120041 0286 L OF MAP, DATED SEPT. 11, 2009.

**STRIPING AND SIGNAGE NOTES**

- ALL STRIPING IN RIGHT-OF-WAY AND ALL ON-SITE STOP BARS APPLIED TO ASPHALTIC PAVEMENT SHALL BE THERMOPLASTIC WITH A MIXTURE OF 50 PERCENT GLASS SPHERES AND 50 PERCENT SHARP SILICA SAND APPLIED AT A RATE OF 0.20 PSF IN ACCORDANCE WITH FDOT SECTION 711.
- ALL ON-SITE STRIPING APPLIED TO CONCRETE PAVEMENT SHALL BE TRAFFIC PAINT IN ACCORDANCE WITH FDOT SECTION 917.
- ALL SIGNAGE SHALL BE IN ACCORDANCE WITH "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
- SIGN POSTS SHALL BE STEEL CHANNEL IN ACCORDANCE WITH MIAMI-DADE COUNTY/CITY OF MIAMI PUBLIC WORKS DEPARTMENT STANDARDS AND SHALL BE BREAK-A-WAY.
- STOP SIGNS SHALL BE MOUNTED WITH 7' CLEAR FROM SIGN BOTTOM TO GRADE. WHERE INDICATED, ADDITIONAL SIGNAGE SHALL BE MOUNTED BELOW STOP SIGN.
- PROVIDE REFLECTIVE PAVEMENT MARKERS, AS REQUIRED BY MIAMI-DADE COUNTY/CITY OF MIAMI PUBLIC WORKS DEPARTMENTS.

**ADA COMPLIANCE NOTES**

- THIS SET OF DOCUMENTS HAS BEEN DESIGNED TO COMPLY WITH 2012 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION AND PER APPLICABLE FOOT INDEXES 304, 310 & 515. ALL RELATED SECTIONS OF THE CODE ARE NOTED WITHIN THESE DOCUMENTS AND STRICT COMPLIANCE IS REQUIRED BY ALL CONSTRUCTION TRADES. CONSTRUCTION QUALITY AND COMPLIANCE OF THE FINAL PRODUCT ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- ALL ACCESSIBLE ROUTES MUST NOT EXCEED A SLOPE OF 1:20 (5.00%). CURB CUT RAMPS AND RAMPS MUST NOT EXCEED A SLOPE OF 1:12 (8.33%). RAMPS THAT EXCEED 6 FEET IN LENGTH REQUIRE HANDRAILS. ALL CROSS SLOPES MUST NOT EXCEED A SLOPE OF 1:50 (2.00%).
- PLANTERS, TREE GRATES AND OTHER ELEMENTS MUST BE FLUSH AND ADA COMPLIANT. PAVERS ON PEDESTRIAN PATH MUST BE FLUSH, FIRM, STABLE AND HAVE NO OPEN JOINTS.
- ALL DETECTABLE WARNINGS TO BE IN ACCORDANCE WITH MIAMI-DADE COUNTY ARTICLE 527 TESTED MATERIAL, TYPE & COLOR, LATEST EDITION (7/7/16).



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www.graef-usa.com



11/9/2020

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NELSON H. ORTIZ, P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED AS SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

FOR THE FIRM:  
NELSON H. ORTIZ  
PE-57556 (CIVIL)

PROJECT TITLE:

**BAYWOOD - RESIDENCE INN @ THE MALL**

10234 N.W. 19TH STREET  
DORAL, FL. 33172

BAYWOOD HOTELS

3785 N.W. 82nd AVENUE, SUITE 204  
MIAMI, FLORIDA 33166  
PHONE: (305) 592-3393

NO. DATE REVISIONS BY

- 11-08-19 ADDED DRIVEWAY
- 09-25-19 REVISED POOL PER ARCH.
- 08-30-19 CITY COMMENTS

PROJECT INFORMATION:

PROJECT NUMBER: 18021

DATE: 04-10-18

DRAWN BY: Z.H.

CHECKED BY: N.H.O.

APPROVED BY: N.H.O.

SCALE: AS SHOWN

SHEET TITLE:

OVERALL SITE PLAN & NOTES

SHEET NUMBER:

**C-1**



Vitality

Storm