

PUBLIC ART INSTALLATION AGREEMENT

This PUBLIC ART INSTALLATION AGREEMENT (the "Agreement") is made this day of October, 2022, by and between the City of Doral, a municipality in the State of Florida (hereinafter referred to as the "City"), and Studio Nelson Gonzalez, LLC, furnishing the services of Nelson Gonzalez ("Artist"). The City and the Artist may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, on September 8, 2021, the Mayor and the City Council adopted Resolution No. 21-201 authorizing a Call to Artists and expenditure of up to three-hundred thousand dollars (\$300,000.00) from the City's Public Art Program Fund to be used for design services, fabrication, delivery, and installation of works of art; and

WHEREAS, the Artist has developed a proposal to design, fabricate, transport, and install an original monument titled "Migrante" (the "Art Work"), a description which is attached in Exhibit A; and

WHEREAS, on May 2, 2022, the Public Art Program Advisory Board (the "Board") found the proposed Art Work as proposed by the Artist to be in accordance with the intent and criteria set forth in section 75-105 of the City's Code and recommended the City Council to enter into this Agreement with the Artist to design, fabricate, transport, and install the Art Work; and

WHEREAS, the Mayor and City Council adopted Resolution No. 22-160 approving the Board's recommendation and authorized the City Manager to enter into an agreement with Artist and to expend the budgeted funds for the design production, delivery, and installation of the Migrante Art Work; and

WHEREAS, the City of Doral desires to (i) enter into an Agreement with the Artist to design, fabricate, transport and install the "Migrante" Art Work and (ii) expend the budgeted funds to Artist in exchange therefor and in accordance with the terms of this Agreement.

NOW THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. DEFINITIONS

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth:

"Artist" shall mean Studio Nelson Gonzalez LLC f/s/o Nelson Gonzalez, an individual.

"Art Work" shall mean the Art Work by the Artist for the Project, as described in Section 3 herein and Exhibit A, attached hereto and incorporated herein, and as approved and adopted by the City Council on September 14, 2022 pursuant to Resolution No. 22-160.

“City” shall mean the City of Doral, a municipal corporation.

"City Council" shall mean the City Council of the City of Doral, Florida.

"City Manager" shall mean the City Manager of the City of Doral, Florida.

"Board" shall mean the Public Art Program Advisory Board of the City of Doral, Florida.

“Building Department” shall mean the City of Doral Building Department.

“Project Site” shall mean the approved location for the installation of the Art Work, as described in Exhibit B.

“Planning and Zoning Department” shall mean the City of Doral Planning and Zoning Department.

“Services” shall have that meaning described in Section 3.

“Eligible Costs” shall be those usual and customary costs for supplies, materials and/or for services that are necessary and required for the execution and provision of Services, as described in Exhibit C.

“Interim Payment” shall have that meaning described in Section 9.3.

Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of either the City, the City Manager and/or of the Zoning Department, as applicable or as context otherwise requires.

The words "sufficient", "necessary", or "proper", and the like, mean sufficient, necessary or proper in the judgment of either the City, the City Manager and/or the Planning and Zoning Department, as applicable or as context otherwise requires.

The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to the City or to the City Manager, as applicable, unless otherwise indicated by the context.

2. TERMS OF THE AGREEMENT

The term ("Term") of this Agreement shall commence upon the Effective Date and be completed no later than June 1st, 2023, subject to all applicable terms, conditions and limitation as set forth this Agreement.

3. SERVICES ARTIST AGREES TO PERFORM

The Artist agrees to design, fabricate, transport, and install the Art Work at the Project Site designated by the City Manager and as more specifically set forth in Exhibit B, which is

attached and incorporated into this Agreement except to the extent inconsistent with the terms of this Agreement.

The Art work is generally described as a monument measuring 16 feet in height, 7.5 feet in width and 11.5 in depth comprised of a metal structure covered by layers of marble powder and white cement.

The Artist will be responsible for the following services (collectively, the “Services”):

- providing the Building Department with the final design submittal for approval;
- fabricating and installing the Art Work in the timeframe described in Section 5;
- consulting with the City, the City Manager and the Planning and Zoning Department on the Art Work;
- providing reports, documentation and description of maintenance requirements of Art Work; and
- securing all Project Approvals for fabrication and installation from the Planning and Zoning Department and any other governmental agencies.

4. PROJECT APPROVALS

Artist , at his expense, shall secure or cause to be secured any and all project approvals and permits (“Project Approvals”), which may be required by the Planning and Zoning Department or by the City Manager, the Building department and Planning and Zoning Staff will work cooperatively with Artist and Artist representatives to assist in coordinating the expeditious processing and consideration of all necessary Project Approvals for the Art Work. However, the execution of this Agreement does not constitute the granting of, or a commitment to obtain, any Project Approvals required by City or any other governmental agency.

5. TIMELY PROVISION OF SERVICES

Artist shall undertake and perform the obligations set forth in this Section 5, subject to the term, conditions and limitations set forth in Paragraph 25.2.

Artist shall commence and complete design, fabrication, transportation, and installation of the Art Work and satisfy all other obligations and conditions of this Agreement with respect thereto within the times established in this Agreement. The Artist agrees to the schedule of deliverables. The City Manager and Artist may mutually agree in writing to changes in the following schedule.

5.1 Final Design

Artist shall submit the Final Design of the Art Work to the City of Doral Planning and Zoning Department by December 1st, 2023. Final Design Submittal materials shall include:

- to-scale working drawings for all components of the Art work;
- structural/engineering drawings;
- samples of materials to be used indicative of color or surface treatment;
- a scaled site plan showing the revised and accurate site placement of the Art Work;
- budget showing current cost estimates on fabrication and materials;
- written specifications and recommendations for maintenance of the Art Work.

The Planning and Zoning Department shall either approve or reject the Final Design and provide Artist written notice thereof. If the Final Design is rejected, the Planning and Zoning Department shall provide to the Artist, in writing, the reasons for such rejection; the Artist shall thereafter correct and resubmit the Final Design to the Planning and Zoning Department within fifteen (15) calendar days of the written notice of rejection. Once the Final Design is accepted, the Planning and Zoning Department shall provide Artist with written notice of both the City's approval of the Final Design and the City's Notice to Proceed with Fabrication of the Art Work ("Final Design Approval – Fabrication Notice to Proceed"),

Fabrication

Upon issuance of the Final Design Approval – Fabrication Notice to Proceed by the City, Artist shall, subject to the terms and limitations of the Paragraph 25.2, commence with fabrication of the Art Work and shall, subject to the terms and conditions of Paragraph 25.2, complete fabrication thereof within ninety (90) calendar days of issuance of the Final Design Approval – Fabrication Notice to Proceed.

Artist will fabricate the Art Work in accordance with the Final Design approved by City Manager for the design of the Art Work.

Artist shall give the Planning and Zoning Department one (1) week notice of the dates of the following milestones for the fabrication of the Art Work: 25% complete, 50% complete, and 75% complete. The City retains the right, at City's sole cost and expense, to review and inspect the Art Work in studio and to approve or reject it as fabricated.

The City may review and approve the Art Work as fabricated at each milestone and may determine, in its sole reasonable discretion, that the Art Work, in all substantial respects, meets the specifications previously approved by the City and that no material default by Artist hereunder has occurred and is continuing. Artist shall contact the Planning and Zoning Department by email two weeks prior to the date of 100% completion of fabrication of the

Art Work for review and approval of fabrication of Art Work. Upon approval of the fabrication of the Art Work, the Planning and Zoning Department shall provide Artist written notice of the approval of the fabrication of the Art Work (“Fabrication Approval Notice”).

5.2 Art Work Installation Plan

Within fifteen (15) calendar days from issuance of the Fabrication Approval Notice, Artist shall submit to the Building Department Art Work Installation Plan describing the proposed fabrication, delivery, and installation of the Art Work at the Project Site (“Art Work Installation Plan”). The Art Work Installation Plan shall include a list of equipment and materials to be used, surveying requirements, details regarding staging and storage needs, a list of subcontractors and equipment to be used on the Project Site, a detailed schedule of work at the Project Site, foundation details/plans, attachments details, wind load calculations, electrical plans and lighting specifications, and other information required by the Building Department. Artist shall submit all necessary permit applications and Project Approvals, concurrent with submittal of the Art Work Installation Plan and the City shall work cooperatively with Artist to process the permit application.

Within fifteen (15) calendar days of receipt of the Art Work Installation Plan, City shall notify Artist in writing of approval or rejection of the proposed Art Work Installation Plan. In the case of rejection, Artist shall make revisions to the Art Work Installation Plan specified by City. Upon approval of the proposed Art Work Installation Plan, the City shall issue the Art Work Installation Plan and Notice to Proceed with Fabrication and Installation of the Art Work at the Project Site (“Installation Plan Approval – Installation Notice to Proceed”).

Artist will be responsible for the labor, material, and equipment necessary to load and transport the Art Work to the Project Site. Artist will install the Art Work in accordance with the approved Art Work Installation Plan. Artist shall, subject to the terms, conditions and/or limitations of Paragraph 25.2, transport and install the Art Work at the Project Site within sixty (60) calendar days of the date of the Installation Plan Approval-Installation Notice to Proceed or building permit issuance. Artist shall coordinate the delivery and installation of the Art Work with the City.

At least three (3) business days prior to the fabrication and installation of the Art Work, the Artist shall contact the Building Department for approval to begin work at the Project Site. The Building Department staff or other City staff shall be present at the Project Site on the first day of fabrication.

Artist shall notify the Building Department upon completion of installation of the Art Work for review and final inspection.

5.3 Final Maintenance Plan

Within fifteen (15) calendar days of the date of the Installation Plan Approval-Installation Notice to Proceed, Artist shall submit to the Planning and Zoning Department a Maintenance Plan addressing the following elements:

- 1) A written report for the City’s files including information regarding the scale, materials, and processes used in the fabrication and installation of the Art Work.
- 2) Written specifications and recommendations for maintenance of the Art Work.
- 2) One (1) set of digital images for program and archival purposes, showing fabrication, installation, and completed phases of the Art Work.

The Planning and Zoning Department shall review the Documentation and Final Maintenance Plan within fifteen (15) calendar days of receipt. Artist shall make revisions to the Documentation and Final Maintenance Plan as specified in accordance with the Project Approval process set forth herein. Upon approval of the Maintenance Plan, the City shall issue written notice of its approval (“Maintenance Plan Approval Notice”).

6. APPROVAL PROCESS

6.1 Generally

If the City in its sole discretion determines to withhold any approval of any element as specified below, the City shall have the right to terminate this Agreement subject to the provisions of Section 18.

6.2 Final Design Submittal

The Artist shall submit the Final Design Submittal to the City as described in Section 5.1, and receive approval prior to fabrication and installation.

6.3 Fabrication and Installation of Art Work

The Artist shall consult with the City prior to and during the fabrication and installation of the Art Work, as described in Sections 5.3 and 5.4. The installed Art Work shall be inspected by the Building Department prior to Final Approval.

6.4 Conditions to Final Approval

The completed Art Work shall not be deemed to have been accepted by the City until each of the following conditions has been fulfilled, as determined by the City Manager:

- All approvals required under Section 5 shall have been obtained by Artist; and
- The installation of the Art Work shall conform to the Final Design specifications for the Art Work approved by Building Department and Planning and Zoning Department pursuant to Section 5.1 above; and

- The Art Work shall have been fabricated and installed on either a timely basis or in accordance with a timeline otherwise mutually agreed to by the Parties;
- The completed Art Work shall have been reviewed and approved by the Building Department.
- The Art Work shall be in substantial compliance with all other terms and conditions contained in this Agreement and shall not be in default of this Agreement.
- Artist has provided City with a Maintenance Plan (“Maintenance Plan”) addressing the following elements:
 - 1) A written report for the City’s files including complete information regarding the intent of the Art Work and the scale, materials, and processes used in the fabrication and installation of the Art Work.
 - 2) Written specifications and recommendations for maintenance of the Art Work, including an estimate of annual maintenance costs associated with the Art Work.
 - 3) One (1) set of digital images for program and archival purposes, showing fabrication, installation, and completed phases of Art Work.
 - 4) Maintenance and Materials list as described in Section 15.1. Artist shall advise the Planning and Zoning Department in writing when these conditions have all been met. The Planning and Zoning Department shall notify Artist in writing of any deficiencies in meeting the conditions for Final Acceptance.

7. CONSULTATION DURING DESIGN, FABRICATION AND INSTALLATION; DEVIATION FROM APPROVED SPECIFICATIONS

7.1 Consultation

Artist hereby acknowledges that the goal of the Parties in entering into this Agreement is to undertake the installation of a work of art that best represents the creative talents of Artist and conforms to the requirements of the City. To those ends, Artist agrees to be available as reasonably required for consultation with the City Manager during design and execution of the Art Work, at no additional cost to the City. Artist shall also make good faith efforts to attend any inauguration or presentation ceremonies and/or public relation events.

7.2 Deviations From Approved Specifications

Artist shall fabricate and install the Art Work in strict conformity with the specifications and designs approved by the City pursuant to Sections 5 and 6 above. However, Artist may

at any time make a request of the City for its approval of a deviation from the approved specifications. All such requests must be made in reasonable specificity and with reasonable advance notice to provide the City with sufficient information and time to make an informed and considered decision. City reserves the right to bring such requests to the Board and/or City Council for approval. In no event shall any deviation increase the project scope and/or Contract Amount without prior City Council approval. The City may withhold approval to any such requested deviation in its sole discretion.

8. PREPARATION OF AND ACCESS TO PROJECT SITE/NOTICE OF CONFLICTING CONDITIONS

Artist shall not fabricate or install the Art Work until access to the Project Site has been granted and approved by the City and scheduled in coordination with the City. Cost of transportation to and from the Project Site and any parking fees incurred by the Artist are the responsibility of the Artist.

9. COMPENSATION

9.1 Contract Amount

The total compensation is TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$275,000.00) (“Contract Amount”) for all Services under this Agreement, including payment to and for all suppliers, service providers, subcontractors, fees, taxes, City of Doral business tax receipt, Project Approvals, insurance, transportation to and from meetings, site preparation, restoring site to prior condition, and all other expenses associated with the scope of work specified in this Agreement. The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the costs of fabricating, transporting, and installing the Art Work, for transporting and unloading materials and equipment to the Project Site, and for the costs of all travel by the Artist and the Artist’s agents, subcontractors, fabricators, and employees necessary for the proper performance of the Services required under this Agreement.

All payments due to Artist under this Agreement shall be remitted in accordance with Exhibit D.

In no event shall the City be liable for interest or late charges for any late payments.

9.2 Method of Payment

City agrees to pay Artist for the Services performed and Eligible Costs incurred by Artist upon approval and confirmation by City that the Services were actually performed and Eligible Costs actually incurred in accordance with this Agreement. A schedule of the approved Eligible Costs is included herein as Exhibit C.

9.3 Payment Schedule

City shall make payments to Artist for and in the amounts specified in Exhibit D. Compensation for Services performed and Eligible Costs incurred shall be paid to Artist upon receipt and approval of invoices by City in accordance with the timelines set forth in Paragraph 10. Artist shall submit invoices for each Payment Milestone described in Exhibit D. City shall pay Artist within thirty (30) days after approval of the invoice by City (each an "Interim Payment"). In no event shall total payment exceed the total Contract Amount described in Section 9.1; provided further that no payment shall include expenditures, unless such expenditures have been approved in writing by City as described in Section 9.1 and invoices for Eligible Costs in Exhibit C demonstrate costs in excess of total payments made and to be made to the Artist. City may withhold applicable payments to Artist, to the extent and in instances in which Artist has failed or refused to satisfy any material obligation provided for under this Agreement or is otherwise in continuing default following a notice of default by City and Artist's failure to cure such default. In no event shall City be responsible for payments to supplier or subcontractor of Artist.

9.4 Effect of Interim Payments

Approval of the work to permit an Interim Payment is solely for the benefit of the Artist. Any Interim Payment does not constitute acceptance or approval of the work by the City; nor shall it be construed as a waiver of the City's right to require that the work conform strictly to the Final Design as approved by the City, as specified under Section 5.1.

10. METHOD OF PAYMENT; AUDIT AND RECORDS

Invoices furnished by the Artist under this Agreement must be in a form acceptable to the City. Payment shall be made within thirty (30) days after approval of the invoice by the City.

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Artist will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

11. TAXES

Any taxes levied upon this Agreement, the transaction, or the equipment or services delivered under this Agreement, including sales or use taxes shall be borne by the Artist.

12. LIABILITY FOR DAMAGE TO EQUIPMENT OR ART WORK

The City shall bear no responsibility, nor incur any liability, for loss or damage to the Art Work or any Artist-owned equipment involved in Artist's performance under this Agreement, except to the extent that such liability, loss or damage is attributable to either the negligent acts or omission of the City or from liabilities, losses or damage arising from the non-performance of City of its obligations under this Agreement.

13. INDEPENDENT CONTRACTOR

Artist shall be deemed at all times to be an independent contractor of City. Nothing contained herein shall be construed as creating an employment or City relationship between the City and the Artist.

Artist is solely responsible for hiring and paying subcontractors, service providers and employees, as well as responsible for the acts of these subcontractors and employees.

14. ARTIST WARRANTIES

14.1 Conformance with Plans and Specifications

Artist hereby expressly warrants to the City that the Art Work, and all services and materials incorporated therein, shall conform to all plans and specifications of the Art Work approved by the City. The Art Work shall be subject to inspection and rejection by the City from the beginning of fabrication until the completion and Final Acceptance. An inspection by the City of any work or material shall not be deemed to be a waiver of any future right of inspection or of any right to demand correction of any subsequently discovered defect. Any work or material found to be unsatisfactory or defective before final approval of the work shall be corrected or replaced by the Artist in accordance with the Approval process set forth in this Agreement. Inspection shall not relieve the Artist of the Artist's obligation to furnish materials and workmanship reasonably in accordance with the terms of this Agreement.

14.2 Defects in Material and Workmanship

Artist warrants that it shall, at Artist's cost and expense, remedy such defects in workmanship or materials that appear within twenty- four (24) months of the Final Acceptance of the Art Work to the extent that such defects arise from the performance of Artist under this Agreement.

In the event the Art Work should deteriorate due to an inherent defect during the Installation Period, the Artist will replace the work at Artist's expense. "Inherent defect" refers to a design flaw or quality within the material or materials which comprises the Art Work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent defect" does not include any tendency to deteriorate which is specifically identified in the proposal submitted by the Artist.

14.3 Title

The Artist represents and warrants that 1) the Art Work is solely the result of the artistic effort of the Artist; and 2) the Art Work is unique and original and does not infringe upon any copyright.

15. MAINTENANCE, REPAIRS, ALTERATIONS AND REMOVAL

15.1 Maintenance and Repair

As a condition to Final Acceptance by the City of the Art Work, the Artist shall provide the City with a materials list, the manufacturer's technical sheets and/or specifications for the materials, and a written description of the regular maintenance needs of the Art Work ("Maintenance and Materials List"). Routine maintenance of the Art Work shall be the sole responsibility of the City. The City shall maintain the Art Work and/or make minor or emergency repairs without Artist's approval or consultation. Emergency repairs shall be undertaken in accordance with the maintenance and materials information provided by the Artist. If necessary maintenance and repairs cannot be made in accordance with the Artist's specifications, or if the Artist has provided insufficient information to the City, the City may use its best judgment to effect necessary repairs in a timely fashion.

15.2 Removal or Destruction

Artist hereby acknowledges that the Art Work, when installed, will be incorporated within and made a part of the Site in such a way that removing the Art Work from the Project Site, may cause the destruction, distortion, mutilation or other modification of the Art Work. Artist therefore agrees that the City shall have the right incidental to its ownership of the Art Work to alter, change, modify, destroy, remove, relocate, move, replace, transport, or transfer, in whole or in part (such actions being referred to herein as "Alter" or "Alterations"), the Art Work at such time as the City shall deem necessary in order to exercise its powers and responsibilities with respect to public works and improvements in furtherance of City's operations provided that, in cases of potential destruction, the City shall first notify (in writing) and consult with Artist, of City's intention to destroy or materially Alter the Work of Art and in such case, Artist shall have the right to pre-approve such Alternation or potential (except to the extent otherwise set forth in Paragraph 15.3 below). The foregoing shall not apply in cases of exigencies or public health and welfare.

15.3 Public Hazard

Artist warrants to the City that, to the best of Artist's knowledge, the Art Work as installed does not contain features, materials or elements that pose a foreseeable danger to the public. In the event that the City determines that the Art Work presents an imminent hazard to the public, the City may authorize the removal of the Art Work without approval of the Artist. The Artist shall be notified within ten (10) days of any such action, and the City shall, in consultation with Artist, consider options for the final disposition, repair, reinstallation, maintenance or de-accession of the Art Work.

16. INSURANCE

16.1 Required Insurance

Artist shall place and maintain for the periods stated below, and pay the cost thereof, the following insurance policies:

A. Worker's Compensation. If Artist has employees, Artist shall procure and maintain statutory Worker's Compensation Insurance in the jurisdiction where the work is being performed and provide a waiver of subrogation against the City. Artist shall also procure and maintain Employer's Liability Insurance with a limit of no less than

\$1,000,000 each accident, covering all employees. If Artist warrants that it is not an employer and has no employees as defined by the Florida Statutes Chapter 440, then the City waives the requirement for Worker's Compensation and Employer's Liability Insurance under this Agreement.

B. General Liability Insurance. Artist shall procure and maintain Comprehensive General Liability Insurance with limits not less than \$1,000,000 for each occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations, and if any subcontracted work, independent contractors.

C. Comprehensive Automobile Insurance. Artist shall procure and maintain, and cause any subcontractors to procure, Comprehensive Automobile Liability insurance with single limit for bodily injury and property damage of \$1,000,000, including coverage for owned, non-owned and hired automobiles, as applicable. Any deductible under such policy shall not exceed \$1,000 for each occurrence.

D. Risk of Loss Insurance. Artist shall procure and maintain Risk of Loss Insurance in an amount not less than ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00). Artist shall take such measures as are reasonably necessary to protect the Art Work from loss or damage until Artist has completed the Art Work as specified herein and ownership is transferred to the City. The risk of loss or damage to the Art Work shall be borne by Artist prior to final acceptance of the Art Work by the City.

16.2 Miscellaneous Insurance Matters

All insurance policies obtained pursuant to Section 16 shall be endorsed to provide:

- 1) That thirty (30) days written notice of cancellation, non-renewal or reduction in coverage or limits shall be given to:

City of Doral
Attn: City Attorney's Office
8401 NW 53rd Terrace
Doral, FL 33166

- 2) That such insurance is primary to any other insurance available to an additional insured with respect to claims arising out of this Agreement and that insurance applies separately to each insured against whom a claim is made or a suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.

All insurance policies required under this Agreement shall be issued by insurance companies reasonably acceptable to the City and shall be admitted to do business in the State of Florida.

The liability insurance policies required above shall be endorsed to name as an additional insured the City and its respective members, officers, directors, agents and employees.

Copies of all insurances shall be provided to the City, and complete copies of any insurance policies obtained pursuant to this Agreement shall be provided to the City if requested at any time.

17. INDEMNIFICATION AND GENERAL LIABILITY

Artist shall, indemnify and hold harmless the City and its officers, employees, agents, contractors, consultants and members of its boards and council (an "Indemnified Person") harmless from and against any and all Losses arising directly or indirectly, in whole or in part, out of any injury to or death to any person or damage to or destruction of any property, from any cause whatsoever, relating to Artist's performance, attempted performance or failure to perform under this Agreement or from breach of this Agreement, whether such Loss is caused by the Artist or its agents, employees or contractors and excluding liability caused by conduct of the City.

For purposes of this Section, the term "Losses" shall mean any and all claims, demands, losses, damages, liens, liabilities, injuries, deaths, penalties, fines, lawsuits and other proceedings, judgments and awards rendered therein, and costs and expenses, including, but not limited to, reasonable attorney's fees.

The Artist shall indemnify and hold the City harmless from losses, including reasonable attorney's fees, court costs, and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property claims of any third party persons arising from the Artist's work under this Agreement.

The provisions of this Section 17 shall survive termination of this Agreement.

18. DEFAULT; REMEDIES; TERMINATION

18.1 For Cause

Failure or refusal of either party to perform or do any act herein required, following notification and an opportunity to cure, shall constitute a default. Either party may terminate this Agreement upon seven (7) days' advance written notice to the other party in the event that the other party 1) materially breaches any duty, obligation, or service required pursuant to this Agreement and 2) fails to cure such breach within ten (10) days after written notice of such breach from the non-breaching party.

In the event this Agreement is terminated by reason of the Artist's default, the Artist shall immediately refund to the City the amount of any interim payment(s) made to the Artist, less travel, lodging, meals and other reasonable out-of-pocket expenses incurred by the Artist.

18.2 For Public Convenience or Necessity

The City may terminate this Agreement at any time, in whole or in part, for any reason as a condition of receiving the fair and reasonable payment from the City, the Artist agrees to transfer title to all partially completed work, plans, notes, drawings, etc. to the City.

Upon termination by City for public convenience pursuant to this subsection 18.2, City shall be responsible for and shall pay Artist for the costs and expenses of all services rendered and for all deposits and expenses incurred or paid by or on behalf of Artist prior to the termination date. Artist shall additionally receive payment for expenses directly related to the current phase of the Project at the time of termination, .

18.3 Legal Remedies

Termination by the City pursuant to this Section does not waive any other legal remedies available to the City or Artist. The remedies described herein are in addition to all other remedies available to either party under the laws of the State of Florida should the other party fail to comply with the terms of this Agreement.

19. NOTICES

Submittals, payments, requests, notices and reports required under this Agreement shall be delivered as follows:

<p>CITY</p> <p>Hernan M. Organvidez City Manager 8401 NW 53rd Terrace Doral, FL 33166 Phone No.: (305) 593-6725 ARTIST</p>	<p>Studio Nelson Gonzalez LLC</p> <p>With a copy to Artist’s Counsel:</p> <p>Sandra York PLLC Attn: Sandra York 133 Grand Avenue Coral Gables, FL 33134</p>
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Any submittal, payment, request, notice, or report shall be deemed delivered five (5) business days after the party providing notice has mailed said notice to the other party by certified mail.

20. OWNERSHIP OF ART WORK; COPYRIGHT AND PATENTS; DOCUMENTATION

20.1 Generally

20.1 Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Art Work except as otherwise set forth in this Section 20.

The City is not responsible for any third party infringement of the Artist's copyrights and Artist agrees to defend and hold the City harmless for any such infringement.

20.2 Title and Risk of Loss

Title to the Art Work shall be held by the City. The Artist bears the risk of damage to or loss of the Art Work prior to Final Acceptance by City, except that Artist shall not be responsible for losses arising from City's negligence or non-performance or wrongful acts.

20.3 Display

The City has the right to display, for public enjoyment, cultural enrichment, educational purposes and for purposes of fostering community pride (but not for commercialization or monetization purposes), the project drawings and models, and is authorized to make and reproduce photographs and other two-dimensional reproductions of any drawings or models for publicity and program purposes.

20.4 Ownership of Documents and Models

Studies, drawings, designs, maquettes and models prepared and submitted to the City shall be returned to the Artist following Execution of the Art Work.

20.5 Reproduction Rights; Credits

(a) City shall have a perpetual, nonexclusive license to make, and to authorize the making of photographs and other two-dimensional reproductions of the Art Work for educational, public relations, arts promotional and other non-commercial purposes. For the purposes of this Agreement, the following are deemed to be reproductions for non-commercial purposes: reproduction in exhibition catalogues, books, slides, photographs, postcards, posters and calendars, and the City's on-line homepage; in art magazines, art books, and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational purposes from all stations. The City acknowledges and agrees to use its best efforts to ensure that the Art Work shall be displayed with attribution to the Artist based on the details set forth in Exhibit E. Any violation of this Paragraph 20.5 by City shall be deemed a material breach of this Agreement.

(b) All rights to the Art Work not expressly granted to City shall be reserved to Artist, including all copyright, trade and service marks and all other properties of Artist. Notwithstanding those certain licensed rights being granted to the City under Paragraph 20.5, above, Artist shall at all relevant times, during and after the Term of this Agreement have the right to manufacture, reproduce, display and/or distribute digital prints and lithographs and shall also have the right to exploit, display, publish, replicate, create souvenirs and generally monetize, the Art Work (and any derivatives thereof), , whether now existing or hereinafter created including for exploitation as audio visual works, audio only, visual only, television, internet, radio broadcasts, cinema, public exhibitions, live streams and for the sole benefit Artist and, without notification to, or consent of, Artist. As

between Artist and City, Artist shall have the sole and exclusive right to create, manufacture, sell and license any and all merchandise and/or other items for sale to the public featuring or replicating the Art Work and/or otherwise relating to the Artwork (the “Merchandise”) and Artist shall have the right to retain all proceeds from the sale and exploitation of such Merchandise. The City disclaims all rights, title and interest in and to any proceeds from the exploitation of the Artwork (or from any derivative works arising therefrom).

(c) The parties also acknowledge that the Sister Cities of Doral shall be granted the right to exploit certain 2-dimensional reproductions of the Art Work on a gratis basis to the extent that such use shall be for promotional purposes only.

21. SUBCONTRACTING

Subject to the limitations otherwise set forth in this Paragraph 21, Artist, shall, at all relevant times during the Term, have the right (but not the obligation) to elect to delegate certain duties or components of the Services under this Agreement relating to fabrication, installation, transportation and/or delivery(ies). The Artist shall not delegate any of duties relating to the Project design as specified under this Agreement unless such delegation or subcontracting is approved by the City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party and any agreement so entered shall be void *ab initio*. An agreement made in violation of this provision shall confer no rights on any party and shall be void. In the event Artist desires to subcontract for any of the design services under this Agreement, the Artist shall notify the City in writing and shall describe in detail the services to be provided by said subcontractor. Within ten (10) business days after receipt of Artist’s notice of intent to subcontract, City shall notify Artist in writing of its consent to subcontract, which consent shall not be unreasonably withheld or conditioned. All subcontractors shall obtain insurance for the coverage types and in the policy limits described in Section 16. All insurance policies of subcontractors shall name the City as an additional insured.

The Artist's agreements with its subcontractors shall require that the subcontractors comply with each of the Artist’s legal obligations to the City as set forth in this Agreement.

22. NO ASSIGNMENT OR TRANSFER

Artist shall consistently give its personal attention to the faithful execution of the scope of work of this Agreement. The Artist shall keep the work under its control and shall not assign any contractual rights under this Agreement, except to the extent herein provided. All transactions with subcontractors shall be made through the Artist, and no subcontractor shall relieve the Artist of any of the Artist’s liability or obligations under this Agreement.

23. COMPLIANCE WITH LAWS

In the performance of the obligations under this Agreement, Artist agrees to comply with applicable laws and regulations. All work performed by Artist under this Agreement shall

be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. Artist shall not discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, or disability.

24. CONFLICTS OF INTEREST

Artist covenants and declares that, other than this Agreement, it has no business holdings or agreements with any official, employee or other representative of the City. For the duration of this Agreement, in the event the Artist or its principals, agents or employees acquire such a holding, interest or agreement within the City of Doral or with any official, employee or representative of the City in the future, the Artist will immediately notify the City of such holding, interest or agreement in writing.

25. MISCELLANEOUS

25.1 Survival of Indemnities and Other Provisions

Termination of this Agreement shall not affect the Parties' respective right to enforce any and all indemnities, representations or warranties given or made by the other under this Agreement, nor shall it affect any other provision of this Agreement that expressly states it shall survive termination.

25.2 Force Majeure

The term "Force Majeure" with respect to a failure or delay in performance shall include any failure or performance or delay that is attributable to:

- 1) any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party thereto), civil disturbance, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body;
- 2) any changes in any applicable laws; or
- 3) any flood, washout, explosion, or any other cause beyond the reasonable control of the party from whom performance is required, or any of its contractors or other representatives. Any prevention, delay or stoppage in a party's performance hereunder due to Force Majeure shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance hereunder is excused shall take all reasonable steps necessary to mitigate any potential damages caused by such non-performance or any delay in performance and to also minimize the length of such delay or stoppage

25.3 Governing Law

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action taken to enforce the terms of this Agreement shall be instituted in the Circuit Court of the State of Florida, Miami-Dade County, or in the United States District Court, Southern District of Florida. The prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

25.4 Successors and Assigns

The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Artist and City and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third-party beneficiaries to this Agreement, except the Nelson Gonzalez, an individual, is and shall be deemed to be an intended third party beneficiary under this Agreement.

25.5 Integrated Agreement; Modification

This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement mutually executed between each of the parties hereto.

25.6 Non-waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the obligations, terms, covenants, or provisions under this Agreement by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such rights or provisions thereafter.

25.7 Entire Agreement; Construction and Interpretation of Agreement

- The parties intend that this Agreement (including all of the attached exhibits, which are made a part of this Agreement from its inception) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings.
- Should any provisions or portions of this Agreement be held unenforceable or invalid, the remaining provisions and portions shall be unaffected by such holdings.
- The subject headings of the paragraphs of this Agreement are for convenience only and shall not affect the construction or interpretation of any of its provisions.
- The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Agreement.

- This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which taken together shall constitute one and the same instrument.
- If more than one person executes this Agreement on behalf of Artist, the obligations and liabilities of each such person shall be joint and several as to all obligations and liabilities of Artist hereunder.
- For purposes of this Agreement, reasonable attorney's fees and legal costs and charges of City's City Attorney Office shall be based on fees regularly charged by private attorneys in the City with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office.

(signature page follows)

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Artist by and through its Principal, whose representative has been duly authorized to execute same.

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



Luis Figueredo, ESQ.

City of Doral



Hernan M. Organvidez
City Manager

Dated: 10/28/2022

Artist

DocuSigned by:



E9561B7FE36B4EA... Gonzalez, LLC
f/s/o Nelson Gonzalez

Dated: 10/25/2022

29. EXHIBITS

- Exhibit A: Artist Proposal
- Exhibit B: Art Work Location Map
- Exhibit C: Eligible Costs
- Exhibit D: Artist Payment Schedule
- Exhibit E: Artist Attribution

Exhibit A
Artist Proposal

MIGRANTE

February 7, 2022

Distinguished members of the Public Art Advisory Board,
It is a pleasure for Oranjestad-Aruba Sister Cities Association to consign this proposal for participation in the OPEN CALL for public art in the City of Doral.

Our organization represents Aruban Artist; Nelson Gonzalez, who in conjunction with our nonprofit organization, NOXTAK and Zyscovich Architects, formed a professional alliance to consolidate this proposal.

It is a pleasure to consign our proposal in two PDF formats:
PDF Format 1. Downloadable through this link <https://we.tl/t-QbKcEiq4UP>
It contains everything related to the monument.
PDF Format 2. Attached to this email.
It contains all the administrative aspects and annexes requested.

Cordially,

Contact.
Mr. Ralph Romsom
+1 786-331 9948
E: contact@oranjestad-aruba.org



ZYSCOVICH



MIGRANTE

Coverage plan

- 1.- MIGRANTE Concept Monument
- 2.- Research and Design of the Monument
- 3.- Construction of the Monument
- 4.- Creation of the monument's digital identity
- 5.- Website and social networks
- 6.- Idea and Concept "World Migrant Day" commemoration in Doral.

MIGRANTE

Sale price

USD. 275,000.00

Two hundred and seventy-five thousand U.S. dollars

Descriptions

1.- MIGRANT Concept Monument

The artist Nelson Gonzalez, conducted a series of interviews, visits to the city of Doral to familiarize the idea and create his proposal.

2.- Research and Design of the Monument

The artist carried out processes known as Inburgering Art Doral-Aruba for the creation of the proposal of this Monument. From paper sketches, clay prototypes, to a 3D design that is presented today as an aesthetic, technical, and construction guide for the Monument.

3.- Construction of the Monument

A local company will be appointed for the construction of the monument. Several Construction companies in Doral were approached for their feedback which has been documented.

We, as a consortium, are responsible for ensuring that the corresponding protocols of materials, structure, according to the corresponding advisories are complied with.

4.- Creation of MIGRANTE digital identity.

To create links between the community and the monument, we propose to create a digital identity that links it with the Doral City as the monument is being constructed. In addition to creating socialization and awareness campaigns of its relationship with the city and the proposed site.

5.- Idea and Concept "World Migrant Day".

Proposing a monument goes beyond the design of the piece, it is to be able to put into function a series of parallel activities that give meaning to this object that comes to life with the participation and interaction of the citizens. That is why we propose simultaneously the celebration of the world day of the migrant with activities that help to relate the monument and other forms of learning such as art workshops, talent contests, etc.

We estimate the duration of the construction of MIGRANTE to take approximately 3 months after its approval by the Planning and Zoning department.

Contact.

Mr. Ralph Romsom

+1 786-331 9948

E: contact@oranjestad-aruba.org



ZYSCOVICH



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ZYSCOVICH
ARCHITECTS

January 28, 2022

Mr. Ralph Romsom
Executive Director
Oranjestad-Aruba Sister City.
1771 SW 112 Ter.
Miramar, FL 33025

Re: Professional Architectural & Engineering services for
Public Artwork project for the City of Doral.

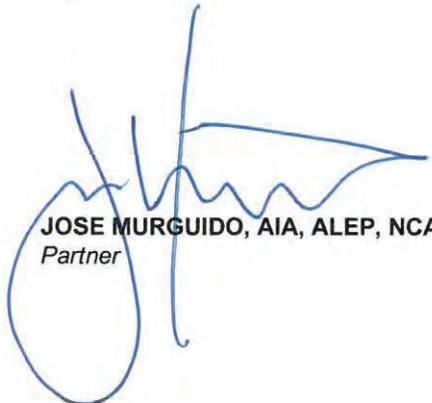
Dear Mr. Romsom,

We are delighted to submit our team proposal for Architectural & Engineering Design Services, supporting Oranjestad-Aruba Sister City Association with your public art project for the City of Doral.

This project will include the work of Aruba born contemporary artist, Nelson Gonzalez. We further understand that the location of the art piece will be situated across from Downtown Doral Elementary School.

We very much appreciate this opportunity to work with the Oranjestad Sister City organization and your team. If we can provide any additional information or assistance, please do not hesitate to contact myself or our office at your earliest convenience.

Sincerely,
Zyscovich, Inc.



JOSE MURGUIDO, AIA, ALEP, NCARB
Partner

Alice van Romondt
Beatrixstraat 23,
Oranjestad, Aruba.
Phone. 00-297-5943773
E-mail. Alivaro@hotmail.com

Attention:
Jury Members. Open Call Doral Public Art 2021-2022.

Respected Jury Members.

On this occasion, I would like to express my high appreciation for opening the possibility of emblemizing, permanently and monumentally, the treaty that unites us as sister cities. Achieving this purpose will be a great historical contribution and an opening to new forms of interaction and shared development between two different cultural states, but united in similar imaginaries and migratory influences.

The participation of Aruban/Venezuelan artist Nelson Gonzalez in this open call provides the space to symbolize these unities. I know very closely the exponential development in the conceptual, aesthetic, and production quality of high caliber contemporary artist Nelson Gonzalez.

My person in quality of: Honorary Member of the Prince Bernhard Cultural Fund (after 37 years vice –presidency), Cultural Advisor to many Governments, I have supported and witnessed the results of long processes of research and artistic production in Aruba, Cuba, Curacao, Venezuela, the United States, South Korea, Colombia among other countries.

For Aruba, to accept him within the cultural scene, proves talents as Gonzalez has shown throughout 20 years of knowing his work and his person and examples the positive impact of being receptive to the migrant.

This letter is a manifestation of solidarity with his artistic performance and simultaneously supports the cultural, artistic, and patrimonial development between sister cities.

On the 20th day of January 2022 receive my kindest regards,



Alice van Romondt
Aruba.

Alice van Romondt
Beatrixstraat 23 Oranjestad, Aruba.
Telefono.:00 297 5943773
E-mail:alivaro@hotmail.com

Atencion:
Miembros del Jurado. Convocatoria Abierta
Arte Público Doral 2021-2022.

Cordiales saludos;
Respetable Miembros del Jurado.

En la oportunidad, quisiera expresar mi alto agradecimiento por abrir la posibilidad de emblematar, de forma permanente y monumental el tratado que nos une como ciudades hermanas. Lograr este propósito será una gran contribución histórica y apertura a nuevas formas de interacción y desarrollo compartido entre dos estados culturales diferentes, pero unida en imaginarios e influencias migratorias similares.

La participación en este open call, del artista Arubano/Venezolano Nelson Gonzalez brinda el espacio para simbolizar esas unidades. Conozco muy de cerca el desarrollo exponencial en la calidad conceptual, estética y de producción de alto calibre del Artista contemporáneo Nelson Gonzalez.

Mi persona en calidad de miembro honorario del Prins Bernhard Culture Fund, despues de 37 anjos de Vice presidencia,he apoyado y presenciado resultados de procesos largos de investigación y producción artística en: Cuba, Curazao, Venezuela, Estados Unidos, Sur Corea, Colombia entre otros paises.

Para Aruba, recibir dentro de la escena cultural, talentos comprobados como lo manifiesta Gonzalez a lo largo de 20 años de conocer su trabajo y su persona, comprueban el impacto positivo de ser receptivos al migrante.

Esta carta es una manifestación solidaria a su desempeño artístico y simultáneamente apoyo al desarrollo cultural, artístico y patrimonial entre ciudades hermanas.

A los 20 dias del mes de enero 2022



Alice van Romondt
Aruba.

Andreína Fuentes

Address. 1829 SW 22nd Ter

Miami, FL 33145

Phone. 786521147

E-mail. Hello@andreinafuentesangarita.com

Jury Members. Open Call Doral Public Art 2021-2022.

Best regards;

Jury Members.

Since the year 2002, I am part of the contemporary art scene in Miami. Actively participating as an artist, mediator, collector, writer. Simultaneously as the founder of Art Connexion Foundation based in Miami.

We have produced numerous international activities through the Miami New Media Festival, in our last edition City of Doral was on par with scenes like Rome, Amsterdam, Caracas, Aruba, and more cities. Through a festival that opens and connects to the world.

My person and the foundation know Nelson Gonzalez closely. His work is represented in my personal collection, he has been producer, curator, and juror of the festival and has managed to include artists from the French, English, Spanish and Dutch Caribbean. Showing a high impact of convening power, confidence within the international contemporary scene.

Mainly as a local artist, and knowing the artistic and conceptual motivations of this particular piece, I support this project.

Andreína Fuentes

Miami, 01/20. 2022



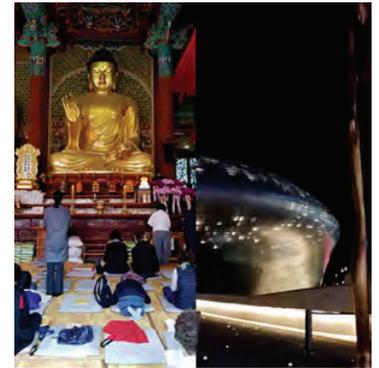
To Whom It May Concern:

Ref: Curatorial Work Nelson Gonzalez

Aruba. 17 April 2020,

It is with grateful satisfaction and with pride that I, Ray-anne Hernandez, Managing Director of Aruba's own Cultural Fund, can inform you of the curatorial work that our Local Multidisciplinary Contemporary Artist, Nelson Gonzalez has done for the UNOCA Gallery.

In July 2019, Nelson Gonzalez was invited to brainstorm on an initiative to activate the UNOCA Gallery for exposing the work and talent of our local artists, starting with an exposition and lecture on his own investigations and artistic productions. His expo bases on his work was titled "Between two waters" and was presented on the 9th of August of 2019.



UNOCA ta presenta e exposicion / lectura
Between two waters
Investigacion y produccion artistico
di Nelson Gonzalez
9 augustus 2019
7:00 pm
Stadionweg 21
Oranjestad, Aruba



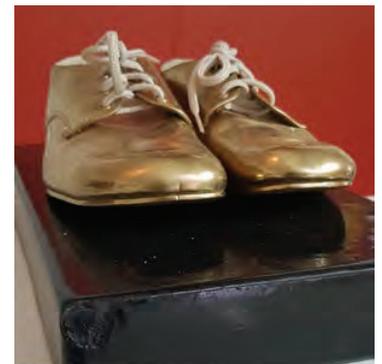
UNOCA ta presenta e exposicion / lectura
Terra Incognita
by Olga Gabrielle
Curaduna di Nelson Gonzalez

13 september 2019
7:00 pm
Stadionweg 21,
Oranjestad, Aruba



UNOCA ta presenta e exposicion
Los años milagrosos
di Samuel Sarmiento
Curaduna Nelson Gonzalez

30 oktober 2019
7:00 pm
Stadionweg 21
Oranjestad, Aruba



UNOCA ta presenta e exposicion
All this and heaven too
by Alida Martinez
Curaduna di Nelson Gonzalez

14 februari 2020
7:00 pm
Stadionweg 21,
Oranjestad, Aruba





UNOCA

His work continued with three other artists presenting and giving lectures on their work. Nelson curated the expositions of Performing Contemporary Artist Olga Gabrielle, titled "Terra Incognita" which was opened on the 13th of September of 2019, followed by the exposition of visual Artist Samuel Sarmiento, titled "Los años milagrosos" opened on the 30th of October of 2019. Continuing in 2020, the Gallery featured well known Contemporary Artist Alida Martinez with her expo titled "All this and Heaven too" which was presented on February 14th. 2020.

UNOCA is very pleased with the work, expertise and dedication of Nelson Gonzalez in coordinating and realizing these expositions. This work was done on a voluntary basis, to help promote local art and artists, to help inspire other artists and to open dialogue on art in Aruba. All the expositions were well documented and well visited by diverse crowds.

Hoping to have informed accordingly, I remain.

A handwritten signature in blue ink, appearing to read "Ray-anne Hernandez", is written over a light blue rectangular background.

Ray-anne Hernandez
Managing Director
UNOCA



Nelson González | cv. (Summary) Living and working in Aruba since 2003

Nov. 23-1979.

Founder

- 1995 - Atelier LA TINTOTA Maracaibo-Venezuela.
- 2000 - SINFA Sint Nicolaas Sint Nicolaas Foundation for the Arts- Aruba.
- 2008 - ART RAP Foundation- Aruba.
- 2020 - EL PRAN Projecten Online Plataforma.

Education

- 1986/ 1990.** Art workshop. Cultural Center Carlos ParraBernal.Maracaibo.Venezuela.
- 1996 / 1998.** BA of Humanities, Fine Art. Julio Arraga School of Fine Arts, Maracaibo, Venezuela.

Superior Schooling

- 1998-2001.** Experimental Graphic Workshop. Superior school of fine arts, Neptalí Rincón, Maracaibo, Venezuela.
- Pedagogic forming in artistic expression. Foundation Institute for Expression and Creativity, FIDEC, Maracaibo, Venezuela.
- Black/white Photography, School of Photography. Julio Vengoechea Maracaibo, Venezuela.

Local and International Solo exhibitions (2019-2022)

- 2019 U.S. Unification of states. Laundromat Art Space Edge
Zones Art Space. MIA-USA.
South Korea. Unification of States. Youngeun Museum of Contemporary Art. Seoul. South Korea.
- Entre dos Aguas. UNOCA, Aruba.
- 2020 UNIRTE Curacao. Big Blue Open Studio Curacao
- 2021 VORTIC.art Otras formas. London
- 2022 The King's Treasure. (scheduled between February-June)
Hotel Talk of the Town, Oranjestad, Aruba
Fundacion Rancho, Oranjestad, Aruba
DORCAM Contemporary Art Museum Diral City, Miami.

Curator. Physical exhibitions. (2019-2020)

Terra Incognita. Olga Gabrielle. UNOCA Gallery. Aruba.
All this and the haven too. Alida Martinez. UNOCA, Gallery. Aruba.
The Miracle Years. Samuel Sarmiento. UNOCA Gallery. Aruba
Sami. Zurishaddai Tremus. DEKADA. UNIARTE. Curaçao.

Curator. Virtual exhibitions(2020-2022)

www.elpranprojecten.com NANOCRATIC by the nanocratic artist Glenda Heyliger. Aruba.
www.elpranprojecten.com Contemplation of multiplicity Nash Caldera. NL/Curacao
www.elpranprojecten.com Flag. Armando Ruiz. Colombia/Venezuela.
www.elpranprojecten.com TIME RUNS. UNCLE DRE by André Le Grand. Aruba.
www.elpranprojecten.com PALIMPSEST+ING Zurishadaai Tremus. Curaçao.
www.elpranprojecten.com Pájaro Zoomorphia No. 1. Franz Caba. Dominican Republic
www.elpranprojecten.com Other Sciences. Regina Jose Galindo. Guatemala.
www.elpranprojecten.com Dead Animal. Erika Ordosgoitti. Venezuela/USA
www.elpranprojecten.com Ludic Body. Natusha Croes. Aruba
www.elpranprojecten.com Los Cantos de Diana. Diana Blok. NL
www.elpranprojecten.com Artist's Proof. Velvet Ramos. Aruba
www.elpranprojecten.com Wilfredo Prieto Garcia. Cuba. Canceled

Curatorial accompaniments (2020-2022)

Artists residing in Aruba: Rafael Barragan, Kala Maldonado, Sandy Bruynzeel, Fransisco Smith Brito, Frank Kelly.

Virtual Co-Curatorships (2020-2021)

Memories of Naples. Santiago Rueda, Harold Ortiz and Nelson González. Colombia/Aruba
When memory turns to dust. Yenny Hernadez Valdez. and Nelson Gonzalez, Cuba/Aruba.
EL PRAN Projecten Showrooms 2020-2022. Gerardo Zavarce/Nelson Gonzalez. Dominican Republic/Aruba.

Published E-Books (2020-2022)

Los Cantos de Nelson. poetry in papiamento. UNOCA Aruba 2020.
Between contexts. EL PRAN Projecten. Aruba
Dust & Memories. El PRAN Projecten Aruba

Three Corner Table Session

Published curatorial talks with contemporary Aruban artists

Rafael Barragan. Aruba/Venezuela. <https://www.youtube.com/watch?v=R5-AHN3iHNs>
Sandy Bruynzeel. Aruba/ NL. <https://www.youtube.com/watch?v=eoeelea564pQ&t=553s>
Glenda Heyliger. Aruba/ Saba. <https://www.youtube.com/watch?v=SJgmoFgN3ZU>
Samuel Sarmiento. Aruba/ Venezuela. https://www.youtube.com/watch?v=rEP3_YGdW7I
Alida Martinez. Aruba. <https://www.youtube.com/watch?v=NHXzS9RnWMU>

Recent artistic productions

The king's treasure. Mondriaan fonds grant for artistic production. (In process)
EL PRAN Projecten Gallery. Cooperation with RANCHO Foundation Aruba (In process)
50 years of perpetual light. Grant of the Mondriaan fonds. Collection conformation, manuscript, and digitization of the artist Rob Vermeer. NL/ Aruba.

MIGRANTE



ZYSCOVICH



MIGRANTE

Distinguished members of the Public Art Advisory Board,

Warm greetings from the Happy Island of Aruba!

It is an immense privilege for Studio Nelson Gonzalez, Oranjestad-Aruba Sister Cities Association, NOXTAK, and Zyscovich Architects to present this public art project.

With the MIGRANTE public art project, our goal is to honor the citizens of Doral who contributed so much to the progress of their city.

Art is the trigger for the elements that we enjoy today, but will surely be the tangible heritage of the future.

We hope that MIGRANTE serves as an engine that broadens the diversity of the population, enriches the culture, and inspires the city to continue to move forward.

MIGRANTE was created to embellish a specific area of the city to underscore the city's slogan as a premier place to live, work, learn, and play.

On behalf of our consortium, I thank you for considering the MIGRANTE Monument.

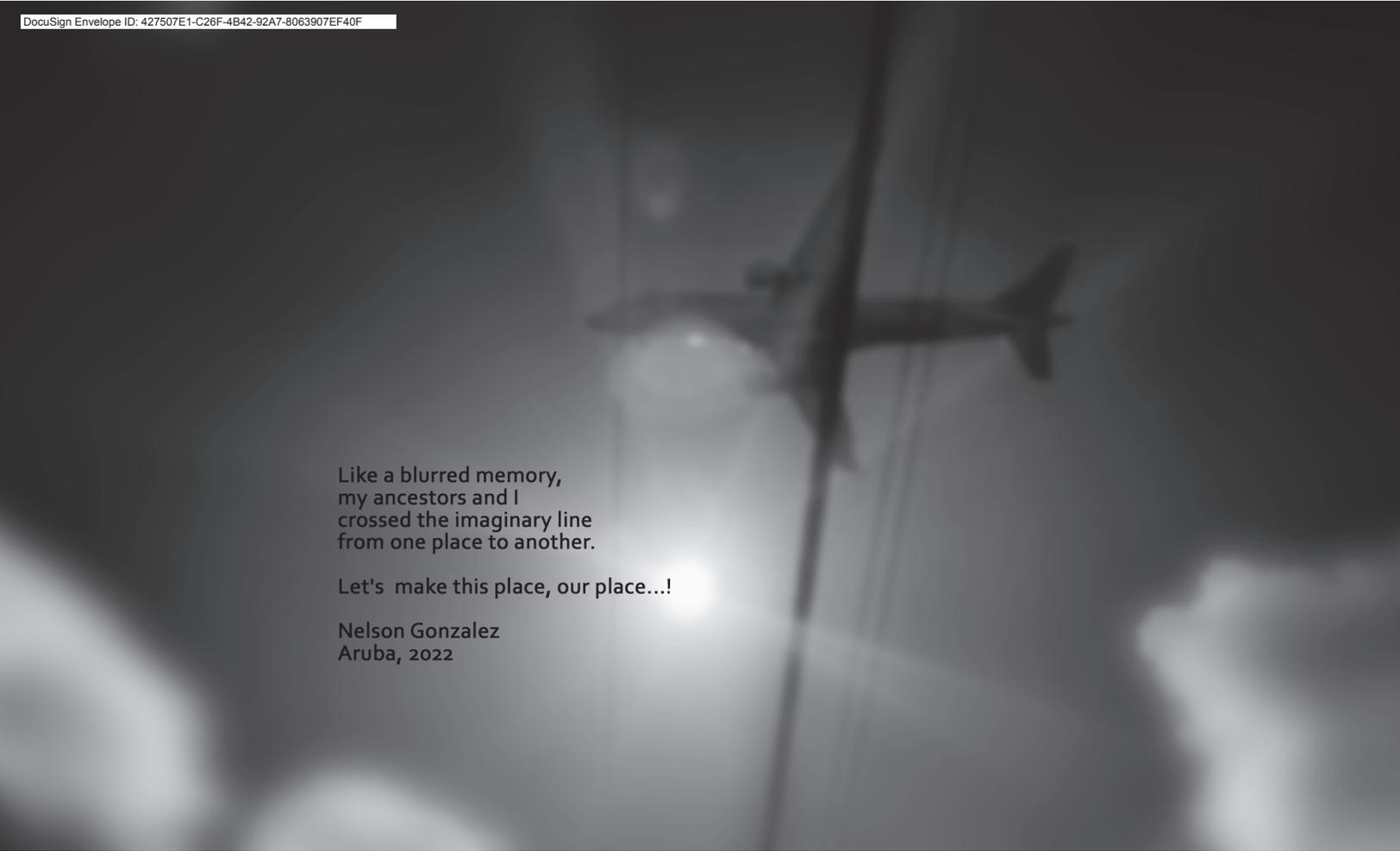
Nelson Gonzalez
Studio Nelson Gonzalez
Oranjestad-Doral
2021-2022



ZYSCOVICH







Like a blurred memory,
my ancestors and I
crossed the imaginary line
from one place to another.

Let's make this place, our place...!

Nelson Gonzalez
Aruba, 2022



SUMMARY

More than an opportunity, a patrimonial spinoff

Doral has come a long way since Mrs. and Mr. Doris and Alfred Kaskel set their eyes on this treasured swampy land. Today a thriving city, marked by transcultural communities from many parts of the world.

Doral has become the logistical mecca of South Florida which is evident by its bustling land and air traffic. A city with almost every industry duly represented, but, that demands patrimonial spinoff.

MIGRANTE; The way to perpetuate this cultural enrichment and provide a commemorative space for the city. An axis of encounter that inspires a sense of belonging as a legacy of the migrants, consolidators of the city we enjoy today.

The Team
MIGRANTE Doral-Oranjestad



www.oranjestad-aruba.org



Oranjestad-Aruba Sister Cities Association is a nonpartisan, all-volunteer, not-for-profit organization which is incorporated in the United States.

OASCA strives for an active and engaged citizenry through citizen diplomacy. The organization is responsible to fulfill the Sister Cities agreement between Doral, Florida and Oranjestad, Aruba.

Sister Cities International was created at President Eisenhower's 1956 White House conference on citizen diplomacy. Eisenhower envisioned an organization that could be the hub of peace and prosperity by creating bonds between people from different cities around the world.

These unique agreements typically revolve around economic development, cultural exchanges, educational programs, sports & wellness activities, innovation, government relations and the creative industries.

OASCA has been actively involved in Sister Cities events, projects and programs in Doral like: Curasonchi Educational Program at DDCES, Nature and Faces Photography Exchange, and participated at the first annual Ritmo Doral concert to name just a few.

OASCA is excited to participate in the "Call to Artists!" initiative by proudly presenting 'MIGRANTE' by renowned Aruban contemporary artist; Nelson Gonzalez.



www.noxtak.com



NOXTAK is a green technology company that uses nanotechnology and environmental assessments to develop clean solutions that contribute to the preservation of the environment and health. NOXTAK was founded as a scientific project on the island of Aruba in 2012 by Joaquin Machado (Electrosmog Environmental Researcher) and Marianella Romero (engineer and specialist in EHS cases).

Aruba functioned as a living laboratory containing all the environmental conditions normally found in different urban contexts for an extensive study of electromagnetic pollution. The island became the headquarters of its environmental scientific research pilot project.

NOXTAK migrated to Doral, lured by the Sister Cities relationship between Doral and Oranjestad, and is integrating its award-winning SPIRO® technology into Florida's first Smart City.

As proud migrants and art lovers, the founders pledge to certify the new Doral Cultural Arts Center as an electromagnetic-free facility with the construction of 'MIGRANTE' which would be adjacent to this magnificent building that coincidentally resembles the company's logo.

The founders of NOXTAK believe that this is a fitting way to give back to the community where they now live, work, learn and play.

ZYSCOVICH

www.zyscovich.com



ZYSCOVICH is an international master planning, architecture, and interior design firm with offices in Miami, Orlando, FL as well as New York City and Bogotá, Colombia. The firm's innovative approach to planning, Real Urbanism®, embraces the history and economics of a community to create a unique vision that brings tangible value and improved quality of life to the area.

Our broad range of experience includes large-scale mixed-use, transportation, educational, commercial, retail, multi-family residential, and hospitality projects. Our experience in educational facility design includes LEED® Downtown Doral Charter Elementary School across the street from the proposed MIGRANTE monument. Zyscovich is pleased to collaborate with Aruba and Doral to make MIGRANTE a reality.



www.studionelsongonzalez.org

Inburgering as art - Art as inburgering

Understanding INBURGERING (NL) as the mutual assimilation between legislation and immigrants in the process of naturalization, within the Dutch kingdom, a process that is decided through an admission exam.

This process encompasses a general understanding of the culture, its civilization, and the legislative processes.

What do I do?

Translate this legislative formula into an artistic process in the form of an exchange of knowledge of local concepts and techniques from a geographical context that is new to me.

How do I implement it?

In the form of artistic residencies, research, working papers, collaborations, mediations, etc... I have managed to explore 10 years of 'inburgering' practice in Venezuela, Aruba, Curaçao, Colombia, Cuba, The Netherlands, the United States, Dominican Republic, and South Korea.

Methodological construction

The cultural uniqueness of a geographical context is the main motivation. Linking the Caribbean, or the Dutch Caribbean, with these singularities as first links. Using craft techniques, linguistics, literature or body forms as a pedagogical tool of exchange.

What are the results?

Assimilation of cultural processes based on conceptual, etymological, cultural, or contextual similarities. Art forms borrowed from the context, assimilating... Inburgering Art.

MIGRANTE serves as the embodiment of Inburgering Art in the City of Doral.



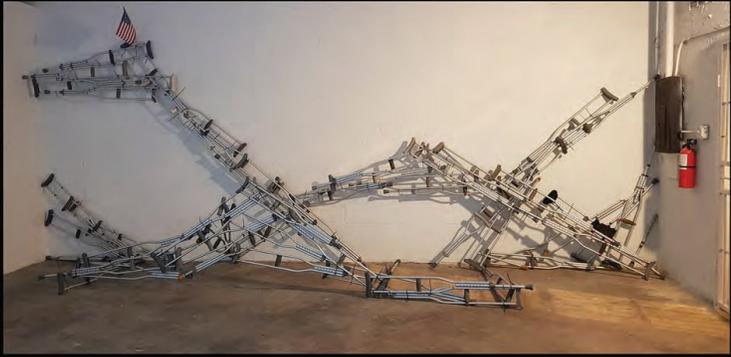


Trilogia Surrealista Maracucha.
MACZUL. Maracaibo Venezuela
Inburgering Art.

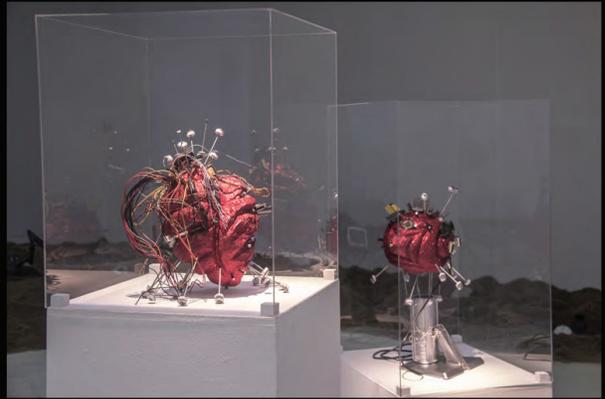




Long Wings.
Intervention on the Venezuelan/Colombian border.
Norte Santander Colombia.
Collaboration with the Colombian Navy, Volunteers of the migrant community.
Inburgering Art.



Between two waters
Unification of states, Miami
Artistic collaboration with Loudromat Art Space, Edge Zones Art Space.
Inburgering Art.



Between two waters
Unification of states, Seoul
Artistic collaboration.
Youn Geun Contemporary Art Museum, Seoul
Inburgering Art.

DORAL Inburgering Art Between Sister Cities



Shared Imaginaries; An artist between sister cities

Contemporary art is a reflection of what we live. We document life today by allowing moments through artistic media.

MIGRANTE, commemorates the reflection of people who build the society we will share.

With talents, experiences, and visions compacted in a suitcase, let's climb the slope, helping to build each step.

To all migrants.

Nelson Gonzalez
Inburgering Art. Aruba-Doral, 2022

MIGRANTE Relates to city slogan



Doral Shines! A premier place to live, work, learn and play!

MIGRANTE personifies the city's inspiring slogan. With head confidently tilted up towards the rising sun, which is depicted in the city's emblem; with body positively leaning forward and with suitcase firmly in hand; playfully projecting a paper plane as if to say "we are going places!", it speaks to all the attributes that are evident in citizens who made this city so successful.

MIGRANTE is always moving upwards. The hexagon base upon which it is raised highlights family & unity.

And at night, MIGRANTE glows like a beacon, shining a light on the bright future that awaits the City of Doral.

Connectivity, entrepreneurship, courage, optimism, multiculturalism, solidarity, peace, prosperity, travel, perseverance, progress, confidence, hard work, hopefulness, adventure, contribution, risk-taking, and integration are additional values that MIGRANTE represents.

The Monument is deliberately situated in close proximity to facilities where citizens live, work, learn and play.



MIGRANTE

More than unique, a Monument..!

MIGRANTE introduces a specific site at the Doral City Center to commemorate December 18th; United Nations International Migrants Day, highlighting the fact that the city was built by migrants.

MIGRANTE salutes Miami International Airport's vital importance to Doral's thriving economy by propelling a 'paper' plane into the direction of MIA's runway.

MIGRANTE's paper plane conspicuously calls attention to the shape of the Doral Cultural Arts Center which V-shaped building resembles a paper plane, launching the Vision of the city.

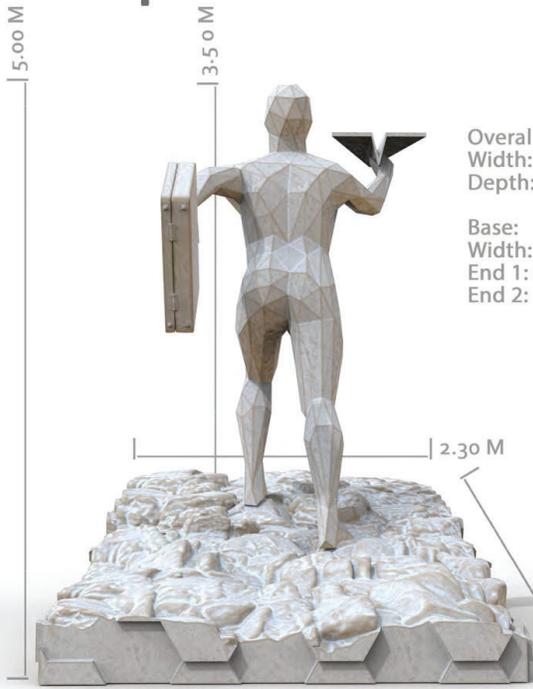
MIGRANTE therefore also allows for an evocative photo-op by pointing out the busy air traffic above Doral's skies.

A QR-code will be made visible on MIGRANTE's base. Visitors are encouraged to take pictures at the monument and upload their images to Doral's social media under the creation of #tags, social media, apps, and internet sites articles.

With the selection of MIGRANTE at this OpenCall, a pro bono certification of the Doral Cultural Arts Center as an EHE (Electro Health Environment) building by NOXTAK to compliment the Leeds certification of this facility.

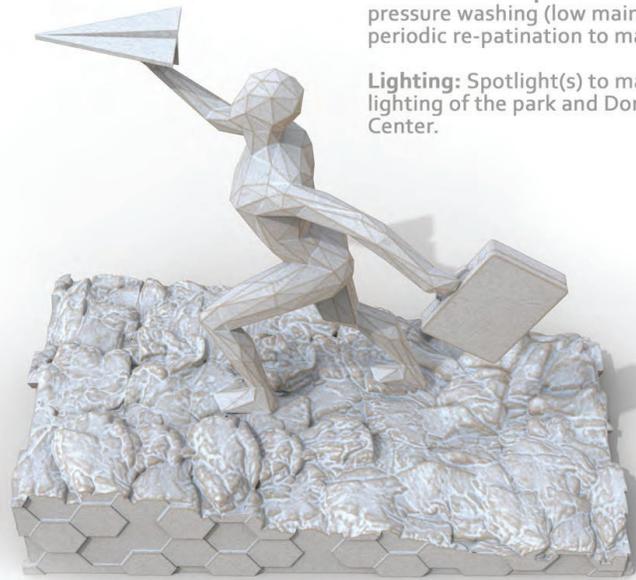
A MIGRANTE 'sister' monument is envisioned in the City of Oranjestad, Aruba bringing our solidarity with the city of Doral to force. MIGRANTE-Aruba would also be stationed at the foot of Queen Beatrix International Airport and adjacent to the "Cas di Cultura" Aruba building to take advantage of the same features that MIGRANTE-Doral enjoys.

MIGRANTE Specifications



Overall height: 16 Ft.
Width: 7.5 Ft.
Depth: 11.5 Ft.

Base:
Width: 7.5 Ft.
End 1: 5 Ft.
End 2: 1.5 Ft.



Color/Finish: White concrete (marble powder and white cement) to match the overall aesthetic Micco by Michelle Oka Donor, concrete park benches, Doral Cultural Arts Center building finishes.

Material: Metal structure covered by layers of the above-mentioned alloy.

Maintenance requirements: Requires occasional pressure washing (low maintenance) and periodic re-patination to maintain its luster.

Lighting: Spotlight(s) to match the exterior lighting of the park and Doral Cultural Arts Center.

5.00 M

3.50 M

2.30 M

1.50 M

0.40 M



We selected location C5 for obvious reasons

**Distinguished members of the
Public Art Advisory Board,
do you agree with us that this is Migrante's birthplace?**

We project this monument in time, we do not think in the action of imposing an artistic piece in any place.

We look for the formal, infrastructural dialogue, but also, the patrimonial value and the approach to the cultural enrichment that builds identity, civic pride, and correspondence more than with an environment, YOUR environment, its own environment.

Art is an acquired right as a development of our civilizations. Be part of the construction of our history...!



Location Birthplace



The proposed monument is envisioned as an iconic gathering place for the community and is located in proximity to the Downtown Doral Park, the Amphitheatre, and the Doral Cultural Arts Center.

MIGRANTE welcomes visitors to the Doral Cultural Arts Center and ushers the guests to the rooftop plaza of the facility as its base is aligned with the pitch of the stairs.

It's imposing stature stands out, but also subtly blends in with the concrete finishes that are visible throughout its surrounding area.

Mi a bin e isla aki di otro mundo, di otro mundo cultural, solamente cu no di e leu ey, pero igualmente di otro mundo, den otro mundo bibando un constante "inburgering"



Exhibit B
Art Work Location Map

Exhibit C
Eligible Costs

1. Site analysis (survey/geotechnical)
2. Architectural, engineering fees, and professional fees.
3. Subcontractor fees
4. Permit fees
5. Material including shipping
6. Labor costs
7. Landscape materials

Exhibit D
Artist Payment Schedule

1. 50% to start design and fabrication = \$137,500*
2. 30% after completion of fabrication = \$82,500*
3. 20% after installation and final inspection by the City = \$55,000*

* Percentage is derived from overall budget for Art Work (\$275,000.00)

Exhibit E

Attribution

1. The artist's name:
2. The title of the work:
3. The date of the artwork:
4. The size of the artwork:
5. The medium of the artwork:
6. :

RESOLUTION No. 22-160

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, IN ACCORDANCE WITH CHAPTER 75 OF THE CITY OF DORAL LAND DEVELOPMENT CODE AND CALL TO ARTISTS No. 2021-01, APPROVING AN ACQUISITION OF A WORK OF ART TITLED “MIGRANTE” BY NELSON GONZALEZ; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ARTIST; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO SELECT A SITE FOR THE WORK OF ART; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 15, 2015, pursuant to Ordinance No. 2015-09, the Mayor and City Council enacted the City of Doral Public Arts Program to further the aesthetic character of the City’s built environment and cultural enrichment of the community; and

WHEREAS, on September 8, 2021, the Mayor and the City Council adopted Resolution No. 21-201 authorizing Call to Artists No. 2021-01 and expenditure of up to three-hundred thousand dollars (\$300,000.00) to be used for design services, commissioning, acquisition, and installation of works of art; and

WHEREAS, on September 8, 2021, the City’s Planning and Zoning Department conducted a Call to Artists in accordance with Chapter 75 of the City’s Land Development Code (the “City’s Code”), requesting qualifications from professional artists and/or artist teams for works of art to be installed on City property; and

WHEREAS, on December 8, 2021, the Mayor and City Council approved a sixty (60) day extension of the deadline for submittals for the Call to Artists; and

WHEREAS, on February 8, 2022, the Call to Artists closed and the Planning and Zoning Department received fifty-one (51) submittals from artists interested in competing for the final public art commission; and

WHEREAS, on April 18, 2022, the Public Art Program Advisory Board (the “Board”) conducted Phase I Evaluation meeting to review and shortlist the top ten (10) artists; and

WHEREAS, on May 2, 2022, the Board conducted Phase II Evaluation meeting to review and rank the top three (3) artists as follows:

1. Nelson Gonzalez (383 points)
2. Sydia Reyes (380 points)
3. Kinetic Sculptural Group (379 points); and

WHEREAS, the Board found the proposed work of art as proposed by Nelson Gonzalez, titled “Migrante,” a description which is attached in “Exhibit A,” to be in accordance with the intent and selection criteria set forth in section 75-105 of the City’s Code and recommends approval of the proposal; and

WHEREAS, funding for the selected work of art is available in the Public Art Program Fund, Account No. 110.40005.500652; and

WHEREAS, Mayor and City Council finds that the adoption of this resolution is in the best interest of the health, safety and welfare of the residents and citizens of the City of Doral.

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

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

Section 2. Authorization. The Mayor and City Council hereby authorize the City Manager to enter into agreement with Nelson Gonzalez for the design production, delivery, and installation of the “Migrante” work of art, a description of which is attached as “Exhibit A.” The City Manager is authorized to negotiate with the next highest ranked artist

successively if an agreement cannot be negotiated. The City Manager is further authorized to select the location for the selected work and expend budgeted funds in furtherance hereof.

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

Section 4. Approval. The work of art shall be installed substantially in accordance with the conceptual plans titled "Migrante" as prepared by Nelson Gonzalez consisting of twenty-five (25) pages, attached and incorporated as "Exhibit A." The Artist shall comply with all applicable requirements as part of the building permitting process for the installation of the work of art.

Section 5. Maintenance. The work of art shall be maintained by the City of Doral.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of September, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY