

**CITY OF PORT ST. LUCIE
CONTRACT #20240059**

This Contract, executed this _____ day of _____, 2024, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and RLA Conservation, LLC, 5418 Packard Street, Los Angeles, CA 90019, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is registered to do business in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide Public Art Conservation, based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

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

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email, or fax and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: RLA Conservation, LLC
Nelson Hallonquist
5418 Packard Street
Los Angeles, CA 90019
Telephone: 323-377-8425
Email: NHallonquist@rlaconservation.com

City Contract Administrator: Nadia Tourjee
Procurement Contracting Officer I – Procurement Management Division

121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5224 / FAX 772-871-7337
E-mail: NTourjee@cityofpsl.com

City Project Manager: Mary Savage-Dunham
Planning & Zoning Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-873-6350
Email: MDunham@cityofpsl.com

Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier, or Services such as FedEx or UPS with guaranteed next day delivery;
- II. Immediately if by email, with a confirmed receipt; or,
- III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

SECTION III **DESCRIPTION OF SERVICES TO BE PROVIDED**

The scope of work that the Contractor has agreed to perform pursuant to **E-RFP #20240059 for Public Art Conservation** and all addenda.

SCOPE OF WORK

The Contractor shall be responsible for identifying, planning, and executing conservation treatments required for up to sixteen (16) artworks. The Contractor will work in collaboration with the City of Port St. Lucie, the departments responsible for the site, City leadership, and the community.

1. Project Location

Sixteen (16) artwork sites located within the City of Port St. Lucie, Florida.

- The City reserves the right to not proceed with the conservation of all sixteen (16) pieces.
- Future installations may be added at a mutually agreed upon price for each new location.

Line #	ID #	Artwork Title	Treatment Priority
1	1	Born Free	Medium
2	2	Five Kids in Tree	High
3	3	Two Kids on Bench	High
4	6	3 Cubes	Medium
5	8	Armillary Steel Sphere	Medium
6	9	Duo	Medium
7	10	Polo Player of Horse	Medium
8	13	Great Heron Duet	Medium

9	14	Mantle	Medium
10	15	Dark Planet	Medium
11	16	Mosaic Wall Tiles (Qty: 2)	Medium
12	17	Arrival Fountain	High
13	18	Coastal Rhythm	Medium
14	19	Evolve	High
15	25	Fugue	High
16	28	Veranda Sails	Medium

2. Project Goals

- Resolve maintenance issues for the five artworks with “High” priority and the eleven artworks with “Medium” priority maintenance statuses, as identified in The Port St. Lucie Public Art Collection Assessment Report, completed by EverGreene in December 2022.
- Prevent recurrence of material damage, and as is observed in the field.
- Address and resolve artwork maintenance issues that could potentially impact public health and safety.
- Provide recommendations for future object care and conservation, including schedule.
- Services to include “on call” / ongoing conservation services.

3. Limitation of Operations – No equipment, regardless of width, shall be left on the roadway rights-of-way overnight or parked in the median without written approval from the City.

The Contractor shall prevent damage and preserve all property associated with, or located in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities.

Any damages occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal to or better than that existing before such damage occurred.

The Contractor shall provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

4. Resources from the City

- Prior to commencing any treatments, RLA staff will coordinate with City staff regarding access to each site, water, electricity, parking, etc.
- If available, provide RLA with a current map or street addresses and locations indicating the location of each of the permanently sited artworks identified by the City.
- Parking permits are not necessary. The City will assist the Contractor in gaining access to required areas if needed. The City will alert any relevant City departments and/or public to our activities. If any assessing or maintenance is to occur at or near a sensitive area (i.e., schools, fire departments, police departments, City buildings, etc.), the City will notify these entities and private businesses of these activities and scope of work, prior to the Contractor’s arrival.
- The City will handle the following as needed: Identify if there are any sculptures that will not be accessible during the maintenance/assessment period, either because they are in

storage or cannot be worked on for other reasons (i.e., nearby construction/road work, City events, etc.).

- The City will not provide outside restrooms.

5. Methodology and Approach

The Contractor estimates that treatment of all sixteen (16) artworks identified for treatment to take approximately thirty-five (35) working days, which can be staged in multiple mobilizations over a period of approximately four to five (4-5) months. The Contractor's goal in performing the treatments for the City of Port St. Lucie is to complete all work prior to the onset of hurricane season each year.

1. Within two (2) weeks of receiving a signed contract, the Contractor will set a meeting with the City to identify parameters required for implementation. The Contractor's proposed schedule will be reviewed to determine if the work schedule coincides with City events and planning. Revisions will be made as required.
 - a. RLA will provide contact information for pertinent personnel.
 - b. RLA will request any information that may exist regarding each artwork, such as fabrication documents or possibly prior treatment reports
2. A detailed schedule for the City's review will be prepared and upon agreement, the Contractor will proceed with scheduling. The Contractor aims to carry out treatments with limited interruption for holidays and the occasional weather event. Most treatments will be performed by a conservator and technician.
3. The Contractor can prioritize artworks as desired by the City or recommend treatment of the highest priority works.
4. The Contractor will communicate project updates to the City's Public Art Manager by email on a daily or weekly basis, as is needed in the City's discretion.
5. The Contractor's schedule will include appointments to review treatments upon completion, as is needed or desired by the City's Public Art Manager.
6. Treatment reports will be provided upon completion of each mobilization.
7. Invoicing will occur as is agreed upon with the City.

Coordination with City Staff - In addition to treatment of the identified high-priority artworks, the Contractor will coordinate with City staff to address routine maintenance needs, priorities, and critical issues as well as report and document vandalism, damage, degradation, and/or any safety issues on an "as needed" basis throughout the term of the Contract.

Perform Conservation Treatments & Create Annual Maintenance Plan

The Contractor will include recommendations for annual maintenance with each treatment report. General estimated costs for the annual maintenance of each artwork have been included in with cost estimate breakdowns in Exhibit A. The Contractor can create a plan for annual maintenance services if desired and requested.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be **September 1, 2024** and will terminate two (2) calendar years thereafter on **September 1, 2026**. The Contractor will be required to commence work under this Contract within thirty (30) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels it has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V
RENEWAL OPTION

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical materials required in this Contract for up to one (1) additional one (1) year period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional one (1) year period.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is listed on the Fee Schedule for a total amount of **\$118,175**. Treatment Cost Estimate Breakdown and Routine Maintenance Costs are in Exhibit A from Contractor's proposal. Payments will be disbursed in the following manner:

FEE SCHEDULE			
Line #	ID #	Artwork Title	Total Amount
1	1	Born Free	\$7,950.00
2	2	Five Kids in Tree	\$12,450.00
3	3	Two Kids on Bench	\$7,980.00
4	6	3 Cubes	\$6,765.00
5	8	Armillary Steel Sphere	\$1,215.00
6	9	Duo	\$6,795.00
7	10	Polo Player of Horse	\$13,895.00
8	13	Great Heron Duet	\$4,050.00
9	14	Mantle	\$1,215.00

10	15	Dark Planet	\$1,215.00
11	16	Mosaic Wall Tiles (Qty: 2)	\$6,735.00
12	17	Arrival Fountain	\$10,950.00
13	18	Coastal Rhythm	\$3,965.00
14	19	Evolve	\$8,510.00
15	25	Fugue	\$4,410.00
16	28	Veranda Sails	\$20,075.00
Total Amount:			\$118,175.00

Line #	Additional Services	Unit Price
1	On Call/Emergency Services	\$185/hr

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit based on personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number, and partial and final release of liens.

All invoices are to be sent to the assigned Project Manager for this Contract.

The Contractor shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

In the event the City deems it expedient to perform work that has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes - Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Division of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions, or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in

or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [section 768.28, Florida Statutes](#).

SECTION XI
INSURANCE

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and shall include Contract #20240059 Public Art Conservation and shall be listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended, allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Contractor shall agree to

notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION XII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed

appropriate by the City, a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor supplier of materials, laborer, or other person or entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes,

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this

Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Contract.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes,

and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XV **INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection, the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or give instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or materials, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials

and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and/or may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at its own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XVI **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVII **CONTRACT ADMINISTRATION**

Amendments - The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the express intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards - The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

Use of Name or Intellectual Property - Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

Waiver - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

Traffic Control – The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

The foregoing requirements are to be considered as a minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

City's Public Relations Image - The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts, and sandals are also prohibited. Safety-toed shoes shall be worn at all times. The City prefers long-sleeve buttoned-up shirts. Long pants are required.

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty, or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cleaning Up - The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Contractor shall remove equipment, materials, excess debris, and put the work area in a neat, clean, sanitary and safe condition by the end of each shift. All disturbed areas shall be restored to existing or better conditions. The Contractor shall only be entitled for payment of authorized areas within the project work limits. The project work limits shall be established by the City of Port St. Lucie prior to any construction or work. Contractor shall make every effort to minimize unnecessary damage. All damaged areas outside the project work limits must be repaired to existing conditions or better, at the sole cost of the Contractor, prior to payment of invoices. Contractor shall also take care to avoid sprinkler heads and irrigation lines, unless the aforementioned cannot be avoided, in which case irrigation lines will be relocated to cover all grassed areas. This cost is incidental to the clearing and grubbing cost.

SECTION XIX
ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

SECTION XX
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause - The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
- VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
- VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VIII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default - If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

- I. Immediately terminate the Contract without additional written notice(s); and/or

- II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

Termination for Convenience - The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Contract upon thirty (30) days written notice to the Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

Liquidated Damages for Delays - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred (\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof.

SECTION XXI **LAW, VENUE, AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising out of this Contract, or related to this Contract shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXII **CONFLICT OF INTEREST**

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to

the City and/or other clients, the Contractor shall terminate its relationship with the other client(s) to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXV
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives its right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXVI
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XXVII
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXIX
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXX
ORDER OF PREFERENCE

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor attached hereto), the E-Bid (including any subsequent addenda and written responses to Bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this Contract.
- (ii) Second, by giving preference to the specific provisions of the E-Bid.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

SECTION XXXI
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term “including” in this Contract shall be construed as “including, without limitation.” Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXII
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIII
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.

4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXIV
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXV
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVI
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVII
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

RLA CONSERVATION, LLC.

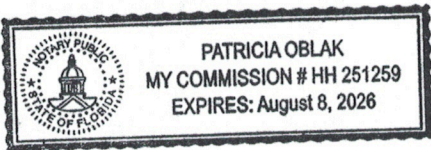
By: _____
Purchasing Agent

By: N. Hallonquist
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by [] physical presence or [X] online notarization, this 9th day of August, 2024, by Nelson Hallonquist who is [X] personally known to me, or who has [] produced the following identification:



NOTARY SEAL/STAMP

Patricia Oblak
Signature of Notary Public

Patricia Oblak
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires: 8.8.26

EXHIBIT A – RLA COST BREAKDOWN FOR EACH INSTALLATION

Artist:	Esther Wertheimer
Title:	<i>Born Free</i>
Date:	1998
Materials:	Concrete (base), Cast Bronze
Overall Dimensions:	Sculpture: 67" x 41" x 41" (H x W x D) Base: 74" x 44" x 44" (H x W x D)
Public Art Plan #:	1
Location:	2195 SE Airoso Blvd; PSL Community Center Plaza Exterior
Condition Noted:	Good
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide an overall cleaning of all bronze and concrete surfaces including cupric runoff on concrete base, address inconsistencies and corrosion on the bronze surfaces, and address appearance of concrete base with guidance from the client.

Note: The assessment of this artwork provided by EverGreen is incomplete due to access and therefore difficult to ascertain the artwork's current condition. It is unknown if the artwork currently has a lacquer or wax coating. The assessor's treatment recommendation to provide both lacquer and hot wax coatings, which is not compatible. However, RLA can determine the existing coating in-situ and proceed accordingly with the most appropriate treatment methods.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Examine mounting hardware and replace as necessary.
3. Examine concrete surface for cupric runoff.
 - a. If necessary, reduce cupric runoff with appropriate cleaning methods.
4. Utilize a scissor lift to access upper areas of the sculpture.
5. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
6. Remove remaining failed coating on bronze plaque using either organic solvents or, if necessary, a commercial stripper.
 - a. Polish raised lettering.
 - b. Apply a tinted lacquer to areas of coloration loss.
 - c. Apply a clear lacquer all visible plaque surfaces.
 - d. Apply a cold wax coat to all surfaces and buff to a soft sheen.
7. Remove corrosion mechanically from surfaces of bronze sculpture.
 - a. If active copper alloy corrosion is observed, apply a chemical solution of BTA (benzotriazole) to localized areas to passivate corrosion.
 - b. Allow to dwell on the surface overnight, then clear with organic solvents.
8. Locally patinate areas of patina loss on sculpture with a hot patina treatment to provide a homogenous appearance throughout all bronze surfaces.
 - a. If appropriate, apply a conservation-grade lacquer to localized areas of patina treatment via an HVLP spray system.
 - b. If no lacquer exists on sculpture, a hot wax coating will be applied.
9. If a wax coating currently exists on the bronze sculpture:
 - a. Remove extant wax from all bronze surfaces, assuming that the existing coating has degraded and not been maintained regularly.
 - b. Apply hot wax treatment with a wax blend developed by the Getty Conservation Institute for

- high heat and UV environments.
- c. Apply a cold wax coat to all surfaces and buff to a soft sheen.
- 10. If a lacquer coating currently exists on the bronze sculpture:
 - a. Apply fresh lacquer to localized areas of failure only via HVLP spray system.
 - i. Full removal of existing lacquer coating and reapplication of new lacquer coating is not included in this scope of work.
 - b. Apply a cold wax coat to all surfaces and buff to a soft sheen.

SPECIAL EQUIPMENT:	SCISSOR LIFT RENTAL
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	2 DAYS
ESTIMATED TREATMENT COSTS:	\$ 7,950.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2 days on-site @ \$1,280 per day (\$160/hr)	\$2,560
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 days @ \$720 per day (\$90/hr)	\$1,440
Mobilization:	2 hours @ \$85 per hour	\$170
Materials:		\$400
Admin time:	2 hours @ \$85 per hour	\$170
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	2 nights x \$120/night x 2 staff	\$480
Per Diem:	2 days x \$60/day x 2 staff	\$240
Subtotal:		\$6,320
10% Contingency:		\$630
Equipment Rentals:	2-day scissor lift rental – allow up to:	\$1,000
Total:		\$7,950

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site @ \$160 per	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hr x 2 staff	\$720
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$125
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$1,090
10% Contingency:		\$100
Equipment Rentals:	1-day scissor lift rental – allow up to:	\$500
Total:		\$1,690

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Ken Ross
Title:	Five Kids in Tree

Date:	2006
Materials:	Concrete (base), Cast Bronze
Overall Dimensions:	Sculpture: 93" x 57" x 57" (H x W x D) Base: 19" x 72" x 72" (H x W x D)
Public Art Plan #:	2
Location:	2060 SE Grand Drive; Mary Ann Cernuto Family Park; Exterior
Condition Noted:	Fair
Priority Noted:	High

TREATMENT OBJECTIVE: To provide a general cleaning of all surfaces, address corrosion on bronze, replace ferrous hardware and repair damage to the concrete base.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment/maintenance images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
3. Concrete Base:
 - a. Remove paint from concrete base.
 - i. Test solubility of extant coating with paint stripper and organic solvents for best results.
 - b. Clean all concrete surfaces with a non-toxic conservation-grade biocide to remove all occurrences of biological growth.
 - c. Reduce ferrous staining with appropriate cleaning methods.
 - d. Perform a salt content test on concrete base at four (4) points (north, south, west, east) to establish salinity baseline.
 - i. Perform similar tests during future maintenances to monitor for stability.
 - ii. RLA assumes a combination of chlorides and nitrate salts are most likely present within the concrete due to naturally occurring salts in that material, as well as the artwork's location in a direct marine environment.
 - e. Mechanically remove surface efflorescence.
 - f. Apply efflorescence poultice to all areas exhibiting embedded salts.
 - g. Inject crack with a conservation-grade injection grout.
 - h. Fill crack with an appropriate conservation-grade patching mortar.
 - i. Profile finish to be flush with adjacent surfaces.
 - i. Repaint base with a coating appropriate for concrete in an outdoor marine setting in a color approved by City officials.
 - i. RLA can color match to the existing coating, through the color has most likely faded and is no longer representative of the original appearance. If no documentation from the artist or fabricator exists regarding the original color, RLA can determine the appropriate color with the following methods:
 1. City officials can provide RLA with a commercially available color or paint code, which will be used to procure a new coating. This would be the most cost-effective method for the City.
 2. RLA can polish an area of the existing coating in an attempt to obtain a representative color and color match by hand, then match to a commercially available paint color. This method would have moderate costs associated.
 3. RLA can collect a paint sample and perform a cross-section analysis of the existing coating to determine the original color, then match to a commercially available paint color. This method would incur the most costs and may not guarantee a better result than the methods outlined above.

4. Bronze Sculpture:
 - a. Remove inappropriate ferrous metal hardware.
 - i. Replace with 316 L marine-grade stainless-steel hardware.
 1. **Note:** RLA can utilize bronze replacement hardware if the City prefers. RLA recommends 316 L marine grade stainless-steel because it is a stronger material than bronze that is also less susceptible to corrosion in a marine environment and is compatible with bronze on a galvanic scale.
 2. In this instance, "hardware" only refers to bolts used to affix the sculpture and related elements in place. If the mount noted in an image provided with the assessment report is ferrous in nature, it will not be replaced as part of this scope of work.
5. Remove corrosion mechanically from surfaces of bronze sculpture.
 - a. If active copper alloy corrosion is observed, apply a chemical solution of BTA (benzotriazole) to localized areas to passivate corrosion.
 - b. Allow to dwell on the surface overnight, then clear with organic solvents.
6. Locally patinate areas of patina loss as needed with a hot patina treatment to provide a homogenous appearance throughout all bronze surfaces.
7. Remove ferrous bracing if sculpture is stable.
8. Remove extant wax from all bronze surfaces, assuming that the existing coating has degraded and not been maintained regularly.
9. Apply hot wax treatment with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
10. Apply a cold wax coat to all surfaces and buff to a soft sheen.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	4 DAYS
ESTIMATED TREATMENT COSTS:	\$ 12,450.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	4 days on-site @ \$1,280 per day (\$160/hr)	\$5,120
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 days @ \$720 per day (\$90/hr)	\$2,880
Mobilization:	2 hours @ \$85 per hour	\$170
Materials:		\$700
Admin time:	2 hours @ \$85 per hour	\$170
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	4 nights x \$120/night x 2 staff	\$960
Per Diem:	4 days x \$60/day x 2 staff	\$480
Subtotal:		\$11,340
10% Contingency:		\$1,110
Total:		\$12,450

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	2 hours on-site @ \$160 per	\$320
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hr x 2 staff	\$720

Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$125
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$1,410
10% Contingency:		\$140
Total:		\$1,550

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Max Turner
Title:	<i>Two Kids on Bench</i>
Date:	2003
Materials:	Cast Bronze
Overall Dimensions:	37" x 44" x 30" (H x W x D)
Public Art Plan #:	3
Location:	2060 SE Grand Drive; Exterior
Condition Noted:	Poor
Priority Noted:	High

TREATMENT OBJECTIVE: To provide a general cleaning of all surfaces, address corrosion on bronze surfaces, replace ferrous hardware as is possible and reduce ferrous staining on the pavers.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
3. Remove ferrous hardware and replace with 316 L marine-grade stainless steel where possible.
 - a. If sculpture is stable, remove ferrous bracing.
4. Reduce ferrous staining on pavers below with appropriate cleaning methods.
5. Remove corrosion mechanically from surfaces of bronze sculpture.
 - a. If active copper alloy corrosion is observed, apply a chemical solution of BTA (benzotriazole) to localized areas to passivate corrosion.
 - b. Allow to dwell on the surface overnight, then clear with organic solvents.
6. Remove overpaint from bronze surface.
 - a. Test solubility with organic solvents as well as mechanical removal methods.
7. Locally patinate areas of patina loss as needed with a hot patina treatment to provide appropriate coloration throughout all bronze surfaces.
8. Remove extant wax from all bronze surfaces, assuming that the existing coating has degraded and not been maintained regularly.
9. Apply hot wax treatment with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
10. Apply a cold wax coat to all surfaces and buff to a soft sheen.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	2.5 DAYS
ESTIMATED TREATMENT COSTS:	\$ 7,980.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2.5 days on-site @ \$1,260 per day (\$160/hr)	\$3,200
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2.5 days @ \$720 per day (\$90/hr)	\$1,800
Mobilization:	2 hours @ \$85	\$170
Materials:		\$300
Admin time:	1 hour @ \$85 per hour	\$85
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	2 nights x \$120/night x 2 staff	\$480
Per Diem:	3 days x \$60/day x 2 staff	\$360
Subtotal:		\$7,255
10% Contingency:		\$725
Total:		\$7,980

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site @ \$160 per	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 hours @ \$90 per hr x 2 staff	\$360
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$75
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$680
10% Contingency:		\$60
Total:		\$740

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Dale Rogers Studio
Title:	3 Cubes
Date:	2014
Materials:	Stainless steel
Overall Dimensions:	78" x 54" x 18" (H x W x D)
Public Art Plan #:	6
Location:	2410 SE Westmoreland Blvd; Botanical Garden; Exterior
Condition Noted:	Fair
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide an overall cleaning of all surfaces, remove corrosion from stainless steel surfaces and passivate, remove loose/flaky paint on painted element and in-paint, and apply a protective coating to the aluminum light fixtures.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.

Public Art Conservation

3. Clean out existing weep holes to mitigate drainage issues.
4. Clean all concrete surfaces with a conservation-grade biocide to remove all occurrences of biological growth.
5. Apply protective lacquer coating to aluminum light fixtures.
6. Passivate ferrous corrosion on stainless-steel surface with a citric acid treatment.
 - a. Allow to dwell per manufacturer’s specifications and clear with distilled water.
 - b. Repeat as necessary.
7. Remove loose and flaky paint from painted spherical element.
8. Mechanically remove corrosion from painted spherical element and passivate as necessary.
9. In-paint areas of paint loss with a conservation-grade paint system.
 - a. An epoxy primer will first be applied to all areas that require in-painting.
 - b. Note: The assessment report provided by the City does not indicate that the red coating on the spherical element is experiencing failure throughout. In images provided, it appears that only localized areas where water collects are experiencing failure. As such, RLA proposes to address these conditions locally rather than fully repaint the spherical element.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	2 DAYS
ESTIMATED TREATMENT COSTS:	\$ 6,765.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2 days on-site @ \$1,280 per day (\$160/hr)	\$2,560
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 days @ \$720 per day (\$90/hr)	\$1,440
Mobilization:	1 hour @ \$85 per hour	\$85
Materials:		\$400
Admin time:	1 hour @ \$85 per hour	\$85
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	2 nights x \$120/night x 2 staff	\$480
Per Diem:	2 days x \$60/day x 2 staff	\$240
Subtotal:		\$6,150
10% Contingency:		\$615
Total:		\$6,765

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	hours on-site @ \$160 per	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 hours @ \$90 per hr x 2 staff	\$360
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$100
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$705
10% Contingency:		\$70
Total:		\$775

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine

maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	David Harber
Title:	<i>Armillary Steel Sphere</i>
Date:	2016
Materials:	Pre-cast Concrete (base), Stainless Steel
Overall Dimensions:	Sculpture: 31" x 32" x 32" (H x W x D) Base: 38" x 28" x 28" (H x W x D)
Public Art Plan #:	8
Location:	2410 SE Westmoreland Blvd; Botanical Gardens; Interior
Condition Noted:	Fair
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide an overall cleaning of all surfaces, remove debris from within sculpture, address biological growth on the base, replace failing caulk on base, and replace or adjust loose hardware as necessary.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
3. Passivate ferrous corrosion on stainless-steel surface with a citric acid treatment.
 - a. Allow to dwell per manufacturer’s specifications and clear with distilled water.
 - b. Repeat as necessary until desired appearance is achieved.
 - c. Clean all surfaces with a solution of distilled water and a conservation-grade detergent.
 - d. Rinse with distilled water.
 - e. Dry with soft microfiber cloths.
4. Apply a clear protective paste wax to all stainless-steel surfaces for added durability.
5. Clean all concrete surfaces with a non-toxic conservation-grade biocide to remove all occurrences of biological growth.
6. Remove failing caulk on base and replace with new caulk.
7. Replace or adjust loose hardware as needed.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	½ DAY
ESTIMATED TREATMENT COSTS:	\$ 1,265.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	days on-site @ \$1,400 per day (\$175/hr)	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hour	\$360
Mobilization:	1 hour @ \$85 per hour	\$85
Materials:		\$100
Admin time:	0 hours @ \$100 per hour	\$0
Travel Time:	4 hrs round trip @ \$75 per hour x 1 person	\$300

Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	0 nights x \$120/night x 0 people	\$0
Per Diem:	0 days x \$60/day x 0 people	\$0
Subtotal:		\$1,105
10% Contingency:		\$110
Total:		\$1,215

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site @ \$160 per	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 hours @ \$90 per hr x 1 staff	\$360
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$50
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$655
10% Contingency:		\$65
Total:		\$720

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Charles Strain
Title:	<i>Duo</i>
Date:	2017
Materials:	Pre-cast Concrete (base), Bronze
Overall Dimensions:	Sculpture: 104" x 53" x 8" (H x W x D) Base: 37" x 53" x 53" (H x W x D)
Public Art Plan #:	9
Location:	2033 SE Lennard Road; Exterior
Condition Noted:	Fair
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide an overall cleaning of all bronze and concrete surfaces including runoff staining on concrete base, address inconsistencies and corrosion on the bronze surfaces, repair cracks in concrete base and replace failing caulk at joints.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
3. Bronze Sculpture:
 - a. Remove corrosion mechanically from surfaces of bronze sculpture.
 - i. If active copper alloy corrosion is observed, apply a chemical solution of BTA (benzotriazole) to localized areas to passivate corrosion.
 - ii. Allow to dwell on the surface overnight, then clear with organic solvents.
 - b. Remove extant wax from all bronze surfaces, assuming that the existing coating has degraded and not been maintained regularly.
 - c. Locally patinate areas of patina loss on sculpture with a hot patina treatment to provide a homogenous appearance throughout all bronze surfaces.

- d. Apply hot wax treatment with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
- e. Apply a cold wax coat to all surfaces and buff to a soft sheen.
- 4. Concrete Base:
 - a. Clean all concrete surfaces with a conservation-grade biocide to remove all occurrences of biological growth.
 - b. Mechanically remove efflorescence from painted surface.
 - i. If deemed necessary, apply a clay-based efflorescence poultice to all areas exhibiting embedded salts as to not damage the painted surface.
 - c. Inject crack with a conservation-grade injection grout.
 - d. Fill crack with an appropriate conservation-grade patching mortar.
 - i. Profile finish to be flush with adjacent surfaces.
 - ii. In-paint all fills to blend with adjacent areas.
 - 1. Note: Fills and in-painting will blend from a normal viewing distance of 6' or more. However, due to the nature of these repairs on an uninterrupted monochromatic surface, in-painting may be evident but not distracting from a close viewing distance.
 - e. Mechanically remove failed caulk at joints.
 - i. Apply new caulk to joints.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	2.5 DAYS
ESTIMATED TREATMENT COSTS:	\$ 6,795.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2 days on-site @ \$1,280 per day (\$160/hr)	\$2,560
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 days @ \$720 per day (\$90/hr)	\$1,440
Mobilization:	1 hours @ \$85	\$85
Materials:		\$350
Admin time:	2 hours @ \$85 per hour	\$170
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	2 nights x \$120/night x 2 staff	\$480
Per Diem:	2 days x \$60/day x 2 staff	\$240
Subtotal:		\$6,185
10% Contingency:		\$610
Total:		\$6,795

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	2 hours on-site @ \$160 per	\$320
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hr x 2 staff	\$720
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$125
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$1,410

10% Contingency: \$140
Total: **\$1,550**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Life Size Statues
Title:	<i>Polo Player on Horse</i>
Date:	2017
Materials:	Stone (base), Cast Bronze
Overall Dimensions:	90" x 109" x 72" (H x W x D)
Public Art Plan #:	10
Location:	3045 SW Port St. Lucie Blvd; Exterior
Condition Noted:	Fair
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide a general cleaning of all surfaces, address corrosion on bronze, replace ferrous hardware, address staining on the stone base and repoint failed joints.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
3. Stone Base:
 - a. Utilize a specialty conservation-grade masonry cleaner to reduce or remove unsightly staining on cast concrete and stone surfaces.
 - b. Repoint failed joints with a conservation-grade pointing mortar.
4. Bronze Sculpture:
 - a. Remove inappropriate ferrous metal hardware.
 - i. Replace with 316 L marine-grade stainless-steel hardware.
 - ii. Note: RLA can utilize bronze replacement hardware if the City prefers. RLA recommends 316 L marine grade stainless-steel because it is a stronger material than bronze that is also less susceptible to corrosion in a marine environment. This grade of stainless-steel is compatible with bronze on a galvanic scale.
 - b. Remove corrosion mechanically from surfaces of bronze sculpture.
 - i. If active copper alloy corrosion is observed, apply a chemical solution of BTA (benzotriazole) to localized areas to passivate corrosion.
 - ii. Allow to dwell on the surface overnight, then clear with organic solvents.
 - c. Address dark residue on bronze surface.
 - i. Test a combination of mechanical and solvent-based removal methods.
 - d. Remove failing/unstable paint.
 - i. Test a combination of mechanical, solvent-based and chemical stripper removal methods.
 - e. Repaint painted elements with a conservation-grade paint suitable for outdoor bronze in a marine environment.
 - i. Note: RLA will require guidance and approval from the City for color determination. If contact with the fabricator is possible, they may be able to advise on appropriate colors, which will be the most cost-effective method of determining this aspect.
 - f. Locally patinate areas of patina loss as needed with a hot patina treatment to provide intended

- coloration throughout all patinated bronze surfaces.
- g. Remove extant wax from all bronze surfaces, assuming that the existing coating has degraded and not been maintained regularly.
- h. Apply hot wax treatment with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
- i. Apply a cold wax coat to all surfaces and buff to a soft sheen

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	NONE ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	4 DAYS
ESTIMATED TREATMENT COSTS:	\$ 13,895.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	4 days on-site @ \$1,280 per day (\$160/hr)	\$5,600
Report time:	1 hour @ \$160 per hour	\$175
Technicians:	4 days @ \$720 per day (\$90/hr)	\$3,200
Mobilization:	4 hours @ \$85	\$400
Materials:		\$700
Admin time:	4 hours @ \$100 per hour	\$400
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	4 nights x \$130/night x 2 staff	\$1,040
Per Diem:	4 days x \$60/day x 2 staff	\$480
Subtotal:		\$12,695
10% Contingency:		\$1,200
Total:		\$13,895

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	2 hours on-site @ \$160 per	\$320
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hr x 2 staff	\$720
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$125
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$1,410
10% Contingency:		\$140
Total:		\$1,550

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Geoffrey Smith
Title:	Great Heron Duet
Date:	2017
Materials:	Stone (base), Bronze
Overall Dimensions:	69" x 38" x 21" (H x W x D)
Public Art Plan #:	13

Location:	272 SW Lama Ave; Exterior
Condition Noted:	Fair
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide a general cleaning of all surfaces, address corrosion on bronze, replace ferrous hardware and address staining on the stone base.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
3. Stone Base:
 - a. Utilize a specialty masonry cleaner to reduce or remove unsightly staining on cast concrete and stone surfaces.
4. Bronze Sculpture:
 - a. Remove inappropriate ferrous metal hardware.
 - i. Replace with 316 L marine-grade stainless-steel hardware.
 - ii. Note: RLA can utilize bronze replacement hardware if the City prefers. RLA recommends 316 L marine grade stainless-steel because it is a stronger material than bronze that is less susceptible to corrosion in a marine environment. This grade of stainless-steel is also compatible with bronze on a galvanic scale.
 - b. Remove corrosion mechanically from surfaces of bronze sculpture.
 - i. If active copper alloy corrosion is observed, apply a chemical solution of BTA (benzotriazole) to localized areas to passivate corrosion.
 - ii. Allow to dwell on the surface overnight, then clear with organic solvents.
 - c. Locally patinate areas of patina loss as needed with a hot patina treatment to provide intended coloration throughout all patinated bronze surfaces.
 - d. Remove extant wax from all bronze surfaces, assuming that the existing coating has degraded and not been maintained regularly.
 - e. Apply hot wax treatment with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
 - f. Apply a cold wax coat to all surfaces and buff to a soft sheen.

SPECIAL EQUIPMENT: NONE

COORDINATION WITH CITY: NONE ACCESS IF NECESSARY

ESTIMATED TREATMENT TIME: 1 DAY

ESTIMATED TREATMENT COSTS: **\$ 4,050.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 days on-site @ \$1,280 per day (\$160/hr)	\$1,280
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	1 day @ \$720 per day (\$90/hr)	\$720
Mobilization:	1 hour @ \$85 per hour	\$85
Materials:		\$300
Admin time:	1 hour @ \$85 per hour	\$85
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600

Public Art Conservation

Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	1 night x \$120/night x 2 staff	\$240
Per Diem:	1 day x \$60/day x 2 staff	\$120
Subtotal:		\$3,690
10% Contingency:		\$360
Total:		\$ 4,050

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	2 hours on-site @ \$160 per	\$320
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hr x 1 staff	\$360
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$75
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$680
10% Contingency:		\$100
Total:		\$1,100

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	David Harber
Title:	<i>Mantle</i>
Date:	2018
Materials:	Stone (base), Black Puddle Stones
Overall Dimensions:	Sculpture: 50 1/2" x 48" x 48" (H x W x D) Base: 23" x 78 1/2" x 78 1/2" (H x W x D)
Public Art Plan #:	14
Location:	1642 SW Gaitlin Blvd; Exterior
Condition Noted:	Fair
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide a general overall cleaning of all surfaces, remove debris trapped within composition, address hardware concerns, and address biological growth.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
3. Remove all occurrences of biological growth with a conservation-grade biocide.
4. Employ cleaning methods safe for Florida Keystone Base to further remove soiling.
5. Swap identification plaque with "Dark Planet."

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	½ DAY
ESTIMATED TREATMENT COSTS:	\$ 1,265.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	0 days on-site @ \$1,280 per day (\$160/hr)	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hour	\$360
Mobilization:	1 hour @ \$85 per hour	\$85
Materials:		\$100
Admin time:	0 hour @ \$85 per hour	\$0
Travel Time:	4 hrs round trip @ \$75 per hour x 1 staff	\$300
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	0 nights x \$120/night x 1 staff	\$0
Per Diem:	0 days x \$60/day x 1 staff	\$0
Subtotal:		\$1,105
10% Contingency:		\$110
Total:		\$1,215

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site @ \$160 per	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 hours @ \$90 per hr x 1 staff	\$360
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$50
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$655
10% Contingency:		\$65
Total:		\$720

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	David Harber
Title:	<i>Dark Planet</i>
Date:	2018
Materials:	Weathering steel, CMU base
Overall Dimensions:	Sculpture: 50 1/2" x 48" x 48" (H x W x D) Base: 23" x 78½" x 73½" (H x W x D)
Public Art Plan #:	15
Location:	2710 SW Savona Blvd; Exterior
Condition Noted:	Fair
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide an overall cleaning of all surfaces, remove debris from within sculpture, remove/reduce ferrous staining on base and address biological growth on the base.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.

- b. Dry with soft microfiber cloths.
- 3. If acceptable to the City, apply a linseed oil conditioning treatment to all weathering steel surfaces to provide additional durability.
- 4. Remove all occurrences of biological growth with a conservation-grade biocide.
- 5. Swap identification plaque with "Dark Planet."
- 6. Examine crack for potential stabilization via injection grout.
 - a. Note: The assessment report provided does not necessarily recommend treatment of the crack, as it appears very narrow and is most likely stable. However, RLA staff can determine if it is possible to stabilize with an injection grout. The cost and time required to inject one (1) crack of this nature is minimal and will not affect the overall cost.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	½ DAY
ESTIMATED TREATMENT COSTS:	\$ 1,265.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	0 days on-site @ \$1,280 per day (\$160/hr)	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hour	\$360
Mobilization:	1 hour @ \$85 per hour	\$85
Materials:		\$100
Admin time:	0 hours @ \$85 per hour	\$0
Travel Time:	4 hrs round trip @ \$75 per hour x 1 staff	\$300
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	0 nights x \$130/night x 1 staff	\$0
Per Diem:	0 days x \$60/day x 1 staff	\$0
Subtotal:		\$1,105
10% Contingency:		\$110
Total:		\$1,215

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site @ \$160 per	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 hours @ \$90 per hr x 1 staff	\$360
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$50
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$655
10% Contingency:		\$65
Total:		\$720

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist: Anita Prentice
Title: Mosaic Wall Tiles A
Date: 2018

Materials:	Glass, Ceramic Tile, Grout
Overall Dimensions:	71" x 102.5" (H x W)
Public Art Plan #:	16
Location:	10264 SW Village Parkway; Exterior
Condition Noted:	Fair
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide an overall cleaning of all surfaces, address ferrous metal mounting hardware where accessible, regrout areas of loss, address cracks at surrounding joints, and remove efflorescence.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Dry brush all surfaces to remove loose particulate matter.
3. Damp clean all surfaces with a solution of distilled water and a conservation-grade detergent to remove more tenacious soiling without flooding the artworks with water.
 - a. Damp rinse all surfaces with distilled water on microfiber cloths.
 - b. Dry all surfaces with fresh microfiber cloths.
4. Mosaic Wall Tiles A:
 - a. In areas where the ferrous metal mounting hardware is accessible, remove and replace with 316 L marine-grade stainless-steel versions.
 - i. Note: From the assessment report provided, it is unknown if all mounting hardware is accessible. RLA recommends allowing inaccessible hardware to remain in place, as access may be destructive to the artwork.
 - b. Regrout areas of loss within composition.
 - c. Fill cracks with a conservation-grade patching mortar.
 - d. Mechanically remove efflorescence from tile surfaces.
 - e. As necessary, tone areas of faded grout with a custom color-matched potassium silicate paint.
5. Mosaic Wall Tiles A:
 - a. Fill cracks with a conservation-grade patching mortar.
 - b. Mechanically remove efflorescence from tile surfaces.
 - c. As necessary, tone areas of faded grout with a custom color-matched potassium silicate paint.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	2 DAYS
ESTIMATED TREATMENT COSTS:	\$ 6,735.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2 days on-site @ \$1,280 per day (\$160/hr)	\$2,560
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 days @ \$720 per day (\$100/hr)	\$1,440
Mobilization:	2 hours @ \$85 per hour	\$170
Materials:		\$300
Admin time:	1 hour @ \$85 per hour	\$85
Travel Time:	4 hrs round trip @ \$75 per hour x 2 people	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	2 nights x \$120/night x 2 people	\$480

Per Diem:	2 days x \$60/day x 2 people	\$240
Subtotal:		\$6,135
10% Contingency:		\$610
Total:		\$6,735

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	2 hours on-site @ \$160 per	\$320
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hr x 1 staff	\$360
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$75
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$1,000
10% Contingency:		\$100
Total:		\$1,100

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Distinctive Statuary
Title:	<i>Arrival Fountain</i>
Date:	2018
Materials:	Glass, Ceramic Tile, Grout
Overall Dimensions:	102" x 120" x 120" (H x W x D)
Public Art Plan #:	17
Location:	279 NW California Blvd; Exterior
Condition Noted:	Poor
Priority Noted:	High

TREATMENT OBJECTIVE: To provide a general cleaning of all surfaces, repaint elements with failed paint, repoint areas of failed mortar, and replace friable decorative elements.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Fountain to be turned off and emptied 48 hours prior to treatment, as fountain must be completely dry.
3. Mechanically remove all debris from fountain surfaces.
4. Gently clean all surfaces with a solution of distilled water and a conservation-grade detergent and soft natural fiber brushes.
 - a. Damp rinse all surfaces with distilled water on microfiber cloths.
 - b. Dry all surfaces with fresh microfiber cloths
5. Remove failing/unstable paint.
 - a. Test a combination of mechanical, solvent-based and chemical stripper removal methods.
 - b. Consolidate all friable masonry prior to painting.
6. Repaint painted elements with a conservation-grade paint suitable for outdoor masonry in a marine environment.
 - a. Note: RLA will require guidance and approval from the City for color determination.
7. Repoint all areas of failed mortar with a conservation-grade pointing mortar.
8. Replace friable decorative leaves.
 - a. Note: The decorative leaves can be recast in-house at RLA's Miami studio. RLA's technician that lives in Port St. Lucie can retrieve a leaf or leaves to be used to create a mold and bring it to our

Miami studio so the new leaves are ready to be installed when treatment occurs.

9. If necessary, apply a non-toxic biocide to areas of masonry that are susceptible to biological growth.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	3 DAYS ON-SITE, 1 DAY IN-STUDIO
ESTIMATED TREATMENT COSTS:	\$ 10,950.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	28 hours @ \$160 per hour	\$4,480
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	30 hours @ \$90 per hour	\$2,700
Mobilization:	2 hours @ \$85 per hour	\$170
Materials:		\$500
Admin time:	2 hours @ \$85 per hour	\$170
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	3 nights x \$120/night x 2 staff	\$720
Per Diem:	3 days x \$60/day x 2 staff	\$360
Subtotal:		\$9,960
10% Contingency:		\$990
Total:		\$10,950

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site @ \$160 per	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	3 hours @ \$90 per hr x 2 staff	\$540
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$125
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$910
10% Contingency:		\$90
Total:		\$1,000

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Rob Lorensen
Title:	<i>Coastal Rhythm</i>
Date:	2019
Materials:	Concrete (base), Aluminum
Overall Dimensions:	95" x 45" x 45" (H x W x D)
Public Art Plan #:	18
Location:	10460 SW Village Parkway; Exterior
Condition Noted:	Good
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide an overall cleaning of all surfaces, remove debris and gum, address occurrences of corrosion, address localized areas of paint failure.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Dry brush all surfaces to remove loose particulate matter.
 - a. Remove any debris from within sculpture.
 - b. Mechanically remove gum and other substances from the surface.
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
4. Address occurrences of corrosion mechanically.
 - a. If necessary, apply a citric acid passivation treatment to areas of corrosion.
5. Remove loose/flakey paint from localized areas.
6. Apply a conservation-grade primer to all areas receiving paint.
7. In-paint areas of previously failed paint with a conservation-grade paint system.
 - a. Note: Since the Public Assessment Report only recommends to locally address paint failure, RLA recommends using a conservation-grade paint system that can be color matched to the sculpture’s appearance rather than acquiring the original paint, which may not match, as reds are known to fade relatively quickly in outdoor settings.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	\$ 3,965.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	0 days on-site @ \$1,280 per day (\$160/hr)	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	1 days @ \$720 per day (\$90/hr) x 2 staff	\$1,440
Mobilization:	1 hour @ \$85 per hour	\$85
Materials:		\$250
Admin time:	1 hour @ \$85 per hour	\$85
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	1 night x \$120/night x 2 staff	\$240
Per Diem:	1 day x \$60/day x 2 staff	\$120
Subtotal:		\$3,080
10% Contingency:		\$300
Total:		\$3,380

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	2 hours on-site @ \$160 per	\$320
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hr x 2 staff	\$720
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$125

Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$1,410
10% Contingency:		\$140
Total:		\$1,550

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Dustin Miller
Title:	<i>Evolve</i>
Date:	2019
Materials:	Concrete (base), Stainless Steel
Overall Dimensions:	Sculpture: 108" x 54" x 54" (H x W x D) Base: 24" x 72" (H x W)
Public Art Plan #:	19
Location:	11200 SW Village Ct.; Exterior
Condition Noted:	Fair
Priority Noted:	High

TREATMENT OBJECTIVE: To provide an overall cleaning, replace failing clear coat, address corrosion throughout all stainless-steel surfaces, reinforce welds, and provide an in-depth cleaning of the concrete base.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Dry brush all surfaces to remove loose particulate matter.
 - a. Remove any debris from within sculpture.
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
4. Stainless Steel sculpture:
 - a. Remove extant failing clear coat.
 - i. Test a combination of solvents and commercial strippers, then utilize the most appropriate and effective method of removal.
 - b. Clear surfaces with distilled water.
 - c. Remove corrosion and passivate stainless-steel surface with a citric acid treatment.
 - i. Allow to dwell per manufacturer’s specifications and clear with distilled water.
 - ii. Repeat as necessary until desired appearance is achieved.
 - iii. Clean all surfaces with a solution of distilled water and a conservation-grade detergent.
 - iv. Rinse with distilled water.
 - v. Dry with soft microfiber cloths.
 - d. Reinforce broken welds with a stainless-steel epoxy putty.
 - i. **Note:** The Public Assessment Report did not note the broken welds as being a structural concern. As such, RLA recommends the use of a stainless-steel epoxy putty to reinforce the welds rather than welding new material in place. If the welds are discovered to be a structural concern and require welding, RLA can provided updated costs.
 - e. Apply four (4) to six (6) coats of a conservation-grade lacquer suitable for stainless-steel in a marine environment.
 - i. RLA recommends the use of a lacquer as a protective coating rather than a urethane coating, as lacquer can be locally removed and reapplied much easier than a urethane coating in order to address underlying corrosion during routine maintenances.

5. Concrete Base:
 - a. If necessary, clean surfaces with a conservation-grade masonry cleaning to remove tenacious soiling not removed with general cleaning protocols.
 - b. If necessary, apply a non-toxic conservation-grade biocide to remove all occurrences of biological growth

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	3 DAYS
ESTIMATED TREATMENT COSTS:	\$ 8,510.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2 hours on-site @ \$160 per hour	\$320
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	3 days @ \$720 per day (\$90/hour) x 2 staff	\$4,320
Mobilization:	1 @ \$85	\$85
Materials:		\$750
Admin time:	1 hours @ \$85 per hour	\$85
Travel Time:	12 hrs round trip @ \$75 per hour x 3 staff	\$900
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	3 nights x \$120/night x 2 staff	\$720
Per Diem:	2.5 days x \$60/day x 2 staff	\$300
Subtotal:		\$7,740
10% Contingency:		\$770
Total:		\$8,510

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	2 hours on-site @ \$160 per	\$320
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	4 hours @ \$90 per hr x 2 staff	\$720
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$125
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$1,410
10% Contingency:		\$140
Total:		\$1,550

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	David Hayes
Title:	<i>Fugue</i>
Date:	1991
Materials:	Concrete (base), Steel
Overall Dimensions:	Sculpture: 83" x 61" x 61" (H x W x D) Base: 20" x 77" x 77" (H x W x D)
Public Art Plan #:	25

Location:	11349 SW Discovery Way; Exterior
Condition Noted:	Poor
Priority Noted:	High

TREATMENT OBJECTIVE: To provide an overall cleaning, remove biological growth, address cracks in concrete base, remove corrosion from steel sculpture, in-paint areas of coating loss, and re-align sculpture to be level.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Dry brush all surfaces to remove loose particulate matter.
 - a. Remove any debris from within sculpture.
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse with distilled water.
 - b. Dry with soft microfiber cloths.
4. Concrete Base:
 - a. Clean all concrete surfaces with a non-toxic conservation-grade biocide to remove all occurrences of biological growth.
 - b. If possible, inject cracks with an injection grout to provide internal stabilization.
 - c. Fill exposed cracks with a conservation-grade patching mortar.
 - i. Profile fills to be flush with adjacent surfaces.
 - ii. If necessary, tone mortar fills with a tinted potassium silicate paint to match color of adjacent surfaces.
5. Steel Sculpture:
 - a. Mechanically excavate corrosion from sculpture’s surfaces.
 - b. If necessary, apply a passivation treatment to areas of excavated corrosion.
 - c. Apply a conservation-grade primer to all areas receiving paint.
 - d. In-paint areas of previously failed paint with a conservation-grade paint system, color matched to existing color and sheen.
 - e. Mechanically remove corrosion on ferrous metal mounting hardware.
 - f. Align sculpture with a level and tightening mounting hardware.
 - i. If necessary, apply a passivation treatment to areas of excavated corrosion.
 - ii. If deemed appropriate, apply a reversible clear Paraloid® coating to mounting hardware to protect ferrous metal surfaces.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH CITY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1.5 DAYS
ESTIMATED TREATMENT COSTS:	\$ 4,410.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	0 days on-site @ \$1,280 per day (\$160/hr)	\$0
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	1.5 days @ \$720 per day (\$90/hr) x 2 staff	\$2,160
Mobilization:	1 hour @ \$85	\$85
Materials:		\$400
Admin time:	1 hour @ \$85 per hour	\$85
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600

Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	1 night x \$120/night x 2 staff	\$240
Per Diem:	1.5 days x \$60/day x 2 staff	\$180
Subtotal:		\$4,010
10% Contingency:		\$400
Total:		\$4,410

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	1 hour on-site @ \$160 per	\$160
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	2 hours @ \$90 per hr x 2 staff	\$360
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$75
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$840
10% Contingency:		\$80
Total:		\$920

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	David Harber
Title:	Veranda Sails
Date:	2020/2021
Materials:	Steel
Overall Dimensions:	384" x 432" x 432"
Public Art Plan #:	28
Location:	272 SW Lama Ave; Exterior
Condition Noted:	Good
Priority Noted:	Medium

TREATMENT OBJECTIVE: To provide an overall cleaning all accessible surfaces with a combination of an articulating boom lift and ladders, address occurrences of localized corrosion, and if possible, address/stabilize broken sphere.

Proposed Treatment:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Utilize a combination of an articulating boom lift and ladders to access all surfaces.
 - a. Note: This will most likely require the use of an articulating boom lift with an approximately 60' reach to compensate for the distance from the roundabout to the sculpture's surfaces. Use of a lift of this size will most likely require the roundabout to be closed to vehicular traffic during conservation treatment.
3. Remove all loose debris that may be lodged within sculpture.
4. Provide an overall cleaning of all surfaces with a solution of distilled water and a conservation-grade detergent.
 - a. Rinse all surfaces with distilled water.
 - b. Dry all surfaces with soft microfiber cloths.
5. Remove corrosion and passivate ferrous stainless-steel surface with a citric acid treatment.
 - a. Allow to dwell per manufacturer's specifications and clear with distilled water.
 - b. Repeat as necessary until desired appearance is achieved.
 - c. Rinse with distilled water.

6. Examine broken sphere and stabilize as is possible in-situ.

SPECIAL EQUIPMENT:	60' ARTICULATING BOOM LIFT
COORDINATION WITH CITY:	PERMITS; TRAFFIC CONTROL
ESTIMATED TREATMENT TIME:	2 DAYS
ESTIMATED TREATMENT COSTS:	\$ 20,075.00

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2 days on-site @ \$1,280 per day (\$175/hr)	\$2,560
Report time:	1 hour @ \$160 per hour	\$175
Technicians:	2 days @ \$720 per day (\$90/hr)	\$1,440
Mobilization:	4 hours @ \$100	\$400
Materials:		\$500
Admin time:	4 hours @ \$100 per hour	\$400
Travel Time:	4 hrs round trip @ \$75 per hour x 2 staff	\$600
Mileage	150 miles @ GSA rate of \$0.67 per mile	\$100
Lodging:	2 nights x \$120/night x 2 staff	\$480
Per Diem:	2 days x \$60/day x 2 staff	\$240
Subtotal:		\$6,895
10% Contingency:		\$680
Boom Lift Rental:	Allow up to	\$2,500
Traffic Control:	Allow up to	\$5,000
Permits for Closure:	Allow up to	\$5,000
Total:		\$20,075

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	4 hours on-site @ \$160 per	\$640
Report time:	1 hour @ \$160 per hour	\$160
Technicians:	8 hours @ \$90 per hr x 2 staff	\$1,440
Mobilization:	½ hour @ \$85 per hour	\$42.50
Materials:		\$125
Admin time:	½ hour @ \$85 per hour	\$42.50
Subtotal:		\$2,450
10% Contingency:		\$240
Total:		\$2,690