



**City of Port St. Lucie**  
**Electronic Request for Proposals (“E-RFP”)**  
**Event Name: Public Art Conservation**  
**E-RFP Number: 20240059**

**1. Project Information**

**1.1 Purpose of Procurement**

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.07](#), the City of Port St. Lucie, a Florida municipal corporation (“City”), is requesting Proposals from qualified firms to provide Public Art Conservation for the City of Port St. Lucie.

A descriptive overview of the City of Port St. Lucie can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City’s website to familiarize yourself with how our City is structured and operates. Please contact the Issuing Officer, as identified in section 1.6 of the E-RFP, with any questions.

**1.2 Restrictions on Communicating with Staff**

From the issue date of this E-RFP until a City generated Purchase Order is submitted to the contracted Contractor (or the E-RFP is officially cancelled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders’/Offerors’ conference (if any), or as defined in this E-RFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Contractor violating this provision. Further information of this topic can be found on the Cone of Silence and E-RFP Communication Document.

**1.3 Scope of Work**

The City of Port St. Lucie Planning & Zoning Department is requesting proposals from qualified vendors with the capacity to perform conservation/restoration work on sixteen (16) city owned public art installations for the City of Port St. Lucie. The purpose of this RFP is to solicit proposals from a public art conservator or restoration expert to address maintenance needs on sixteen (16) public art installations in the City, as further described in the attached materials. 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.

The conservator(s) selected for the commission will be responsible for identifying, planning, and executing conservation treatments required for up to sixteen artworks. The conservator(s) must be able to work in collaboration with the City of Port St. Lucie, the departments responsible for the site, City leadership and the community.

**1.3.1 Project Location**

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

### 1.3.2 Project Background

In late 2022, the City of Port St. Lucie contracted EverGreene Architectural Arts, a conservation company, to identify maintenance needs for its public art collection. The Port St. Lucie Public Art Collection Assessment Report, completed by EverGreene in December 2022, identified five (5) artworks in the collection with “High” priority maintenance status, defined in the report as:

The object structure represents a life/safety risk or in imminent danger of catastrophic failure and loss. Work should proceed as soon as possible. This includes objects that are defined as Poor or Deteriorated.

The report also identified eleven (11) artworks in the collection with “Medium” priority maintenance status, defined in the report as:

The object or structure does not represent a life/safety risk but will continue to deteriorate substantially if not treated soon. Work should proceed as soon as feasible.

Each artwork’s detailed conservation treatment profile can be found in the attached Port St. Lucie Public Art Collection Assessment Report, and the complete list of objects whose conservation needs are to be addressed by the selected vendor is as follows:

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

### 1.3.3 Project Goals

- Resolve maintenance issues for the five (5) artworks with “High” priority and the eleven (11) artworks with “Medium” priority maintenance statuses, as identified in The Port St. Lucie Public Art Collection Assessment Report, completed by EverGreene in December 2022, and as is observed in the field.
- Prevent recurrence of material damage.
- Address and resolve artwork maintenance issues that could potentially impact public health and safety.
- Provide recommendations for future object care and conservation, including schedule.
- To enter into a contract that also includes “on call” / ongoing conservation services.

## 1.4 Overview of the E-RFP Process

The objective of the E-RFP is to select a qualified Contractor to provide the services outlined in this E-RFP to the City. This E-RFP process will be conducted to gather and evaluate responses from Contractors for

potential awards. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this E-RFP and following negotiations (if any) and resolution of any Contract exceptions, the preliminary results of the E-RFP process will be publicly announced, by the City Clerk’s Office, to include the names of the participating Contractors and the evaluation results. Subject to the protest process, final Contract awards will be publicly announced thereafter.

**1.5 Schedule of Events**

The Schedule of Events set out herein represents the City’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the E-RFP will be publicly posted prior to the closing date of this E-RFP. After the close of the E-RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term on an as-needed basis with or without notice.

Description	Date	Time
Release of E-RFP	As Published on DemandStar	N/A
Pre-Proposal Conference: Location: OMB Conference Room City Hall – Bldg. A, 3 <sup>rd</sup> Floor, Suite 390 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 Attendance is: <b>Non-Mandatory</b>	May 15, 2024	As Published on DemandStar
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	May 21, 2024	<b>5:00 p.m. ET</b>
Responses to Written Questions	May 29, 2024	<b>5:00 p.m. ET</b>
Proposals Due/Close Date and Time	June 05, 2024	<b>3:00 p.m. ET</b>
Evaluation Committee Meeting to Review Scored Proposals	<b>TBD</b>	<b>TBD</b>

**1.6 Official Issuing Officer (Procuring Agent)**

**Name:** Nadia Tourjee  
**Email:** [NTourjee@cityofpsl.com](mailto:NTourjee@cityofpsl.com)

**1.7 Definition of Terms**

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” or “Offeror.”)

City of Port St. Lucie (“City”) – the governmental entity identified in Section 1.1 – “Purpose of Procurement” of this E-RFP.

Immaterial Deviation - does not give the Contractor a substantial advantage over other Contractors.

Material Deviation - gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.

Procurement Management Division (“PMD”) - The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

Responsible - means the Proposer, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive - means the Proposer, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform - [DemandStar](#)

Any special terms or words which are not identified in this E-RFP Document may be identified separately in one or more attachments to the E-RFP. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 – “Instructions to Bidders/Proposers,” of this E-RFP.

## **1.8 Contract Term**

The initial term of the Contract(s) is for two (2) years with one (1), one-year option to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a Contract amendment from the City’s Procurement Management Division. In the event that the Contract(s), if any, resulting from the award of this E-RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this E-RFP states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

### **1.8.1 Hours of Service**

The standard hours of work allowed in the City’s rights-of-way are from 7:00 a.m. to sundown, Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limits requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City’s rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

## **2. Instructions to Bidders/Proposer**

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer’s submitted pricing.

By submitting a response to the E-RFP, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

### **2.1. General Information and Instructions**

#### **2.1.1. Familiarity with Laws and Regulations**

Responding Contractors are assumed to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from Contract responsibility.

#### **2.1.2. Submitting Questions**

All questions concerning this E-RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.6 – “Issuing Officer,” of this E-RFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted



by any other method than as directed by this section. All questions about this E-RFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the E-RFP*

Question #2 Question, *Citation of relevant section of the E-RFP*

### **2.1.3. Attending Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the Schedule of Events) will be held at the offices referred to in Section 1.5 – “Schedule of Events,” of this E-RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposer must attend the conference in its entirety to be considered eligible for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be “not in attendance.” Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

### **2.1.4. The City’s Right to Request Additional Information – Contractor’s Responsibility**

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor’s ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor’s responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

### **2.1.5. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the E-RFP will not be considered. The Contractor’s response must be complete in all respects, as required in each section of this E-RFP.

### **2.1.6. Rejection of Proposals; The City’s Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor’s response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this E-RFP**. A Contractor’s response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the E-RFP requirements, which determination will be made by the City on a case-by-case basis.

**NOTE:** The City may not accept proposals from firms that have had or have adversarial relationships with the City or firms that have represented entities that have had or have adversarial relationships with the City. This includes the firm, employees, and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies’ Excluded Parties List, Suspended List or Debarment List. Please see [287.133, Florida Statutes](#), for further information regarding business transactions with companies that have been convicted of public entity crimes.

### **2.1.7. The City's Right to Amend and/or Cancel the E-RFP**

The City reserves the right to amend this E-RFP. All revisions must be made in writing prior to the E-RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the E-RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-RFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the E-RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the E-RFP (including any revisions/additions made in writing prior to the close of the E-RFP, whether or not such revision occurred prior to the time the Contractor submitted its response) unless expressly stated otherwise in the Contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.7 – Public Announcement, of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-RFP at any time.**

### **2.1.8. Assigning of the Contract & Use of Subcontractors**

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm or corporation without the prior written consent of the City.

The successful Proposer shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City, if requested. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person, or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute.

If apparent successful Proposer declines to make any such substitution, City may award the Contract to the next acceptable Proposer that proposes to use acceptable subcontractors, suppliers, and other persons, and organizations. Any subcontractor, supplier, other person, or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from the Contract with or without cause.

### **2.1.9. Proposal of Additional Services**

If a Contractor indicates an offer of services in addition to those required by and described in this E-RFP, these additional services may be added to the original Contract at the sole discretion of the City.

### **2.1.10. Protest Process**

Proposers should familiarize themselves with the procedures set forth in the [City Code of Ordinances, Section 35.15](#).

### **2.1.11. Costs for Preparing Responses**

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

### **2.1.12. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this E-RFP, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to [Chapter 119, Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned to NOT submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review [Chapter 119, Florida Statutes](#), for all updates before requesting exceptions from Chapter 119.

## **2.2. Submittal Instructions**

### **Submittal Instructions to DemandStar**

Listed below are key action items related to this E-RFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the E-RFP provides high-level instructions regarding the process for reviewing the E-RFP, preparing a response to the E-RFP, and submitting a response to the E-RFP. Contractors are encouraged to utilize the training materials identified in Section 2.2 of this E-RFP to ensure a successful submittal in response to this E-RFP.

#### **2.2.1. E-RFP Released**

The release of the E-RFP is only communicated through the posting of this E-RFP as an event in [DemandStar](#). This E-RFP is being conducted through DemandStar an online, electronic tool, which allows a contractor to register, logon, and upload any necessary documents. Each Contractor interested in competing to win a Contract award must complete and submit a response to this E-RFP using [DemandStar](#). Therefore, each Contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this E-RFP document.

#### **2.2.2. E-RFP Review**

The E-RFP consists of the following: this document, entitled "E-RFP Document," and any and all information included in the E-RFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the E-RFP or links contained within the E-RFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

### 2.2.3. Submitting, Reviewing, Revising or Withdrawing a Submitted Response

After the response has been submitted, the Contractor may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. **PROPOSAL SUBMISSION.** All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in **two (2) files TOTAL. No hard copies will be accepted.**
  - File #1 – Upload Attachment A – Cost Worksheet in **Excel Format only.**
  - File #2 – Upload complete vendor proposal formatted as instructed in Section 2.2.4 of this document including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the Contractor temporarily losing a connection to the Internet.
2. **REVIEW AND REVISE.** In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress. Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Contractor temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

### 2.2.4. Proposal Format / Evaluation Criteria

#### Instructions to Respondents

The Respondent's Proposal must be submitted in accordance with the instructions as outlined in this E-RFP. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of each page. Submittals must be in a font no smaller than 11. Submittals should be concise, provide only the information requested, and adhere to the page limits set forth herein. Strict adherence to these instructions is expected.

#### **Proposals must include the following information in this order:**

##### **Title Page**

Title Page shall show the request for proposal's subject, title, and proposal number; the firm's name and the date of the proposal.

##### **Table of Contents**

The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

##### **Tab 1 – Firms Qualifications**

- A. Provide copies of all licenses, certifications, or other documentation required in order to enable the Proposer to perform the work proposed.

- B. Provide a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.)
- C. Provide up to five (5) projects of similar size, scope, and complexity that have been completed in the past five (5) years.
- D. Demonstrate experience conserving various types of artwork to include, but is not limited to bronze, metal, stone, granite, mosaic.
- E. Provide any previous work experience or familiarity with the City of Port St. Lucie.
- F. Provide associated qualifications/references for subconsultants and/or subcontractors, if any, proposed.
- G. Provide a reference for each project described (contact name, email, phone, position on project).

**Tab 2 – Personnel & Experience and Knowledge**

- A. Provide a resume for each key individual needed to carry out the conservation for each installation and describe their proposed role/responsibilities. At least one team member must have one of the following credentials:
  - a. Master of Science in Historic Preservation
  - b. APT RP – Association for Preservation Technology Recognized Professional
  - c. Degree in Architecture
- B. Identify whether these key individuals gained experience within the company or outside the company and with whom, and years worked.
- C. Identify all subcontractors who will be used to carry out the work set forth in the Proposal.
- D. Describe the qualifications for employees of any such subcontractors.
- E. Include an organizational chart and/or workflow chart to identify each key role.

**Tab 3 – Methodology/Approach**

- A. Provide information specific to this project that best displays the approach and methodology that will be used to complete the scope of work (planning, schedules, coordination, tracking, management systems, etc.).
  - a. Identify any resources that you would require from the City to successfully treat each object.
- B. Provide a schedule based on the condition of the sculpture to include length of time per installation, and a proposed schedule of work that demonstrates your ability to complete the entire project within two (2) years.

**Tab 4 – Price Proposal/Cost Worksheet (Use Form Provided)**

- A. Provide a fixed price for each installation and an hourly rate for On Call Services on the Cost Worksheet.
- B. Provide a detailed cost breakdown for each installation to include hourly rates and length of time.

**Tab 5 – Additional Required Proposal Submittal Forms**

Additional forms required to be completed with the submitted proposal can be found in **Attachment D**. Please attach additional sheets if necessary to provide all of the required information.

- Contractor’s General Information Work Sheet
- Cone of Silence Form
- Contractor’s Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form

### 3. General Insurance

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

#### 3.1. Standard Insurance Requirements

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.

**Contractor must review the City's Standard Contract for further details and coverage requirements.**

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the Contract number and the City as the additional Insured party. The Contractor's submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates are provided.

**4. Proposal Evaluation, Negotiations, and Award**

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the E-RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful Contractor will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the E-RFP as described further in Section 4.7 – "Public Announcement" of this E-RFP.

**4.1 Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer (See section 1.6) to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

**4.2 Evaluating Proposal Factors**

If the Contractor's proposal passes the Administrative/Preliminary Review, the Contractor's proposal will be submitted to the Evaluation Team for evaluation.

**4.2.1 Review of Proposals**

Procurement Management will review each proposal in detail to determine its compliance with the E-RFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered Responsive Proposals at this point in time and will be scored in accordance with the point allocation in Section 4.3 – "Scoring Criteria," of this E-RFP.

The Contractor will receive a total score at the conclusion of the evaluation of the E-RFP Evaluation Factors.

**4.3 Evaluation Criteria**

The proposal will be scored in the following manner:

Category	Points
Firm's Qualifications	Maximum 35 points
Personnel & Experience and Knowledge	Maximum 25 points
Methodology/Approach	Maximum 30 points
Pricing	Maximum 10 points
<b>Total</b>	<b>Maximum 100 points</b>

The Proposer who submits the proposal with the lowest Total Proposal Price will receive 10 points. Note: The hourly rate provided in the Cost Worksheet will not be evaluated. See example below:

Total Proposal Price	Percentage of Available Points	Total Points
\$35,000,000.00	100%	10.00
\$37,000,000.00	94.59%	9.46
\$39,000,000.00	89.74%	8.97
\$41,000,000.00	85.37%	8.54



\$43,000,000.00	81.40%	8.14
\$45,000,000.00	77.78%	7.78

*Percentage of Available Points: Lowest Submittal = 100% of Available Points.  
Calculation for next lowest, etc. = (Lowest Submittal/Next Lowest Submittal) x 10*

#### 4.4 Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the Contractor's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONTRACTOR (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONTRACTOR WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

##### 4.4.1 Overview of Negotiations

After the Evaluation Team has scored the Contractors' proposals, the City may elect to enter into negotiations with all Responsive and Responsible Contractors or only those Contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Contractors included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm(s) to a compensation, which is fair, competitive, and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the E-RFP has been cancelled.

##### 4.4.2 Negotiation Instructions

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

1. **Negotiation Invitation:** Those Contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors will be notified in writing:
  - a. the general purpose and scope of the negotiations;
  - b. the anticipated schedule for the negotiations; and
  - c. the procedures to be followed for negotiations.
2. **Confirmation of Attendance:** Contractors who have been invited to participate in negotiations must confirm attendance.

##### 4.4.3 Competitive Range

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all Responsive and Responsible Contractors, (2) limit negotiations to those Contractors identified within the competitive range, or (3) limit negotiations to the number of Contractors with whom the City may reasonably negotiate with, as defined below. In the event the City elects to limit negotiations to those Contractors identified within the competitive range, the City will identify the competitive range by (1) ranking Contractors' proposals from highest to lowest, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of Responsive and Responsible Contractors is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked Contractors as determined by the Total Score.

##### 4.4.4 Negotiation Round Completion

As part of each negotiation, the City may or may not engage in verbal discussions with the Contractors. However, whether or not the City engages in verbal discussions, any revisions the Contractor elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer (See section 1.6).

#### 4.5 Selection and Award

The City reserves the right to award to a single firm or make multiple awards to multiple firms to be placed on the rotation list.

#### 4.6 Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite Contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the Contractor's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Contractor's name, E-RFP number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the E-RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

#### 4.7 Public Announcement

The preliminary results of the evaluation(s) will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

### 5. Payment

To ensure proper payment:

1. The City shall have not less than the allowable time under the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes (as amended), to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled. Supplemental documentation may be requested by the City as part of its invoice review.
3. All invoices must reference the Contract Number as established by the City and contain a unique invoice number.
4. Under no circumstance will interest of any kind be required as payment to the Awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the E-RFP and agreed upon by the City in writing.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum, for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will make payments only on authorized transactions.
10. All invoices must be sent to the Project Manager assigned by the City.

#### Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead Florida Prompt Payment Act terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

## 6. Contract Terms and Conditions

The Contract(s) that the City expects to award as a result of this E-RFP will be based upon the E-RFP, the successful Contractor's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from [DemandStar \(Attachment C – Sample Contract\)](#). "The successful Contractor's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Contractor(s) and any subsequent revisions to the awarded Contractor's cost and technical proposals and the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the E-RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Contractor to the E-RFP requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing. Amendments may be prepared and accepted by the City throughout the life of each specific project as necessary to address specific Contract needs as they arise.

Please review all City attached documents and links prior to submitting a response to this E-RFP. Contractors should plan on all express requirements within this E-RFP, and City attached documents and links contained in this posted solicitation as being included in any award as a result of this E-RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The City may supplement or revise Contract terms and conditions and/or service specific requirements before Contract execution.

### Exception to Contract

By submitting a proposal, each Contractor acknowledges its acceptance of the E-RFP specifications and the Contract terms and conditions without change. If a Contractor takes exception to a Contract Provision or Solicitation Requirement, the Contractor must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Contractor's response in Section 8. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the E-RFP.

In the event the Contractor is selected for potential award, the Contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Contractor. The City reserves the right to proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the E-RFP may be deemed non-Responsive by the City, at its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, at its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer (See section 1.6) prior to the deadline for submitting written questions as defined by the Schedule of Events (See section 1.5).

### Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Contractor attached hereto), the E-RFP (including any subsequent addenda and written responses to Proposers' 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 the executed Contract.
- (ii) Second, by giving preference to the specific provisions of the E-RFP.

- (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.

## **7. List of E-RFP Attachments**

The following documents make up this E-RFP. Please see Section 2.2.2 – "E-RFP Review," for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer (See section 1.6).

### Project Related Attachments:

- E-RFP Document
- Attachment A – Cost Worksheet
- Attachment B – Port St. Lucie Public Art Assessment Report
- Attachment C – Sample Contract

### Attachment D – Mandatory Documents

- Contractor's General Information Worksheet
- Code of Silence Form
- Contractor's Code of Ethics Form
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form

\*\*Any documents indicated in this E-RFP must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) may deem the Bidder as non-Responsive.

**City of Port St. Lucie**  
**E-RFP #20240059 - Public Art Conservation**  
**Cost Worksheet - Schedule A**

Company Name: \_\_\_\_\_

Line #	ID #	Artwork Title	Total Amount
1	1	Born Free	
2	2	Five Kids in Tree	
3	3	Two Kids on Bench	
4	6	3 Cubes	
5	8	Armillary Steel Sphere	
6	9	Duo	
7	10	Polo Player of Horse	
8	13	Great Heron Duet	
9	14	Mantle	
10	15	Dark Planet	
11	16	Mosaic Wall Tiles (Qty: 2)	
12	17	Arrival Fountain	
13	18	Coastal Rhythm	
14	19	Evolve	
15	25	Fugue	
16	28	Veranda Sails	
<b>Total Amount:</b>			<b>\$0.00</b>

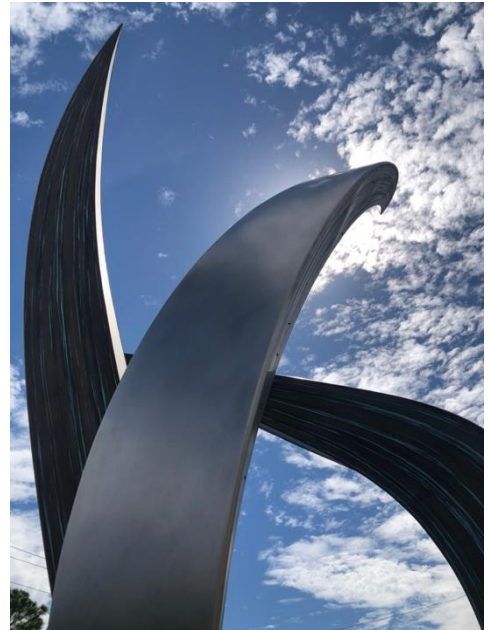
Line #	Additional Services	Unit Price
1	On Call/Emergency Services	

NOTE: The City's Estimated Annual Usage as indicated in this document has been inserted to establish a possible annual usage. Actual quantities that will be ordered by the City during the Contract Period may vary substantially from the Estimated Annual Usage. Proposers are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity or type of services that will be utilized during the Contract period.

NOTE: Unit prices are limited to two decimals.  
 EXAMPLE: \$5.2555 is unacceptable - \$5.25 is acceptable

Contractor's Signature: \_\_\_\_\_  
 Printed - Contractor's Name: \_\_\_\_\_  
 Contractor's Phone Number: \_\_\_\_\_  
 Contractor's Email Address: \_\_\_\_\_

**PORT ST. LUCIE  
PUBLIC ART ASSESSMENT  
FLORIDA**  
City of Port St. Lucie



**Submitted to:**  
Patti Tobin  
Director of Planning & Zoning  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd, Florida  
772-873-6350

**Submitted by:**  
Meghan Page  
Assistant Conservator  
mpage@evergreene.com

José Madrid  
Assistant Conservator  
jmadrid@evergreene.com

**December 16, 2022**

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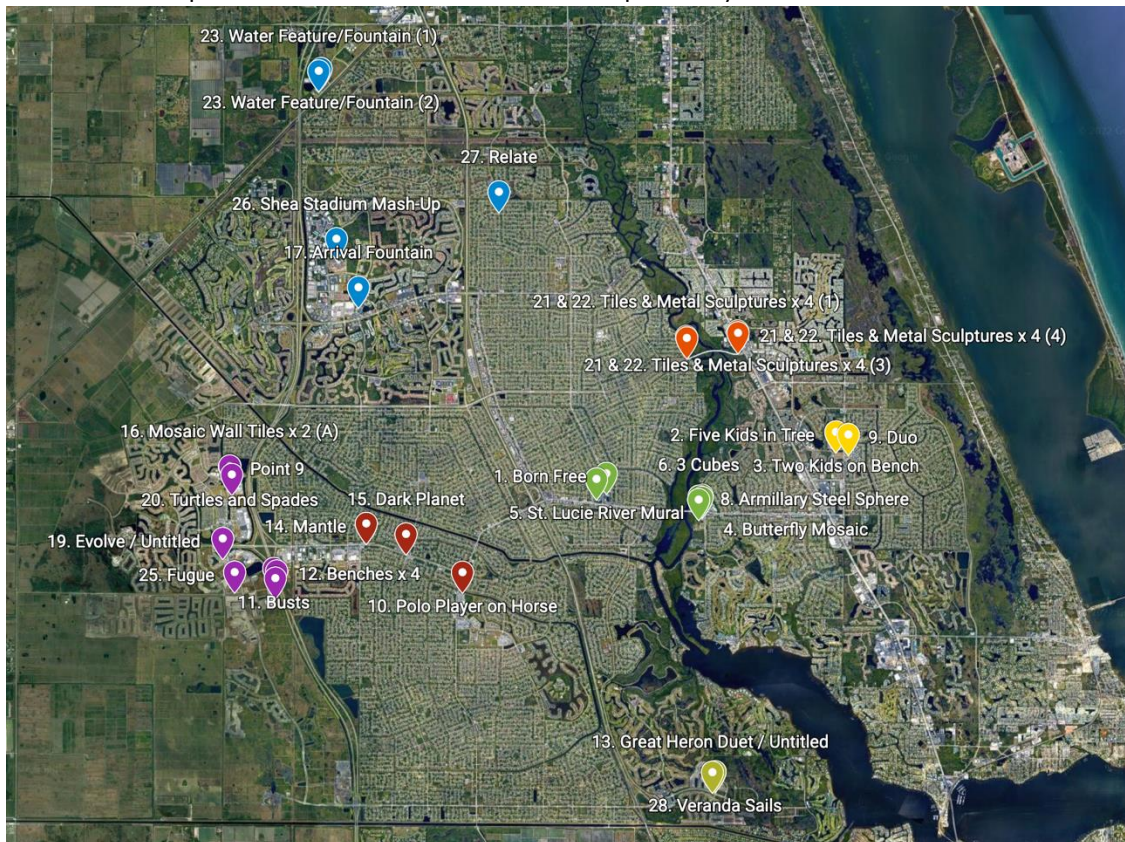


## INTRODUCTION

This report is prepared in fulfillment of the contractual request. It is intended to provide information of existing conditions that can assist in the development of plans and schedules for the maintenance, repairs, restoration or conservation of the Public Art Works of the City of Port St. Lucie, Florida. This document should be seen as a first-round assessments for the purposes of prioritizing the needs of the collection and developing a master plan for implementing work. No work should be performed based solely on these observations, which are not intended to be comprehensive or adequate for the purpose of implementing work. A more thorough examination of conditions should be required for each object prior to and as a part of the treatment. A Rough Order of Magnitude (ROM) budget for artwork treatment and annual maintenance is included in Appendix A.

## EXECUTIVE SUMMARY

EverGreene Architectural Arts (EverGreene) was contracted by the City of Port St. Lucie to complete a condition assessment of 28 public artworks in Port St. Lucie, Florida (Figure 1). The purpose of the assessment is to document existing conditions and to assist in identifying appropriate conservation treatments and repairs. Onsite assessments were completed by the EverGreene conservation team on



**Figure 1.** Map overview of Port St. Lucie showing the location of the public artwork. (Image courtesy of Google Earth with specific public art locations added by EAA, October 2022)

October 10-14, 2022. The works assessed for this report include sculptures, fountains, benches, mosaics, and lighting features dating from 1997 to 2021. Management oversight was supplied by Director of Conservation Kelly Caldwell, and field investigations were conducted by Assistant Conservators Meghan Page and José Madrid.

General treatment recommendations were developed based on the findings of the condition assessments. Conservation treatment recommendations include cleaning and repair, preventive treatments, and ongoing maintenance. This report is organized to include prioritized conditions and treatment recommendations, as well as cost estimates for the artwork surveyed.

More detailed individual condition assessments and specific recommendations for each object may be found in Appendix B at the end of this document. In addition, an Excel format conditions tracking inventory was created and is provided separately. The condition tracking spreadsheet file contains specific information on each artwork, including name, artist, date of installation, location, ownership, GPS coordinates, materials, and current condition, as well as priority for treatment.

Overall, the public artworks appear to be in good condition. Eighteen sculptures are comprised of metal (bronze, steel, aluminum), two are masonry (stones and concrete), five are tile mosaics, one is a LEED light display, one is an exterior mural, and one is monumental artwork (Table 1). Some of the pieces have integrated lighting or external lighting, the functionality of which was out of scope. Pieces including water features appeared to be working properly during the visit.

**Table 1. Object Materials and location<sup>1</sup>**

ID#	Name of Piece	Material	Base/Platform Material	Location
1	Born Free <sup>2</sup>	Cast Bronze	Concrete Pedestal	Exterior
2	Five Kids in Tree <sup>3</sup>	Bronze	Concrete Base	Exterior
3	Two Kids on Bench <sup>4</sup>	Bronze & Ferrous Metal	Concrete Ground	Exterior
4	Butterfly Mosaic Wall	Mosaic Tiles (terra cotta, glass) and Concrete Grout	Concrete Wall	Exterior
5	St. Lucie River Mural	Paint, possibly acrylic	Concrete Coated Brick	Exterior
6	3 Cubes	Stainless Steel	Concrete Base	Exterior

<sup>1</sup> Associated numbers and sculpture names in this table coincide with the public art list provided by the client.

<sup>2</sup> Limited access during the survey week prevented in depth assessment of this sculpture. The paint on the concrete base of the sculpture was under a process of chemical removal on the days the survey was carried out.

<sup>3</sup> The artist for this piece appears as *Unknown* in the artwork list provided by the client. After conducting web-based research it can be established that the author of this piece is Ken Ross (See: <https://largeart.com/detail-children.aspx?ID=70>).

<sup>4</sup> The artist for this piece appears as *Unknown* in the artwork list provided by the client. After conducting web-based research it can be established that the author of this piece is Max Turner (See: <https://largeart.com/detail.aspx?ID=1>).

7	Leaf Quill	Probably Bronze	NA	Interior
8	Armillary Steel Sphere	Stainless Steel	Concrete Slab Pedestal	Exterior
9	Duo	Bronze	Concrete Base	Exterior
10	Polo Player on Horse	Bronze with Ferrous Hardware	Concrete Base with Stone Cladding	Exterior
11	Busts	Aluminum	Wood	Interior
12	Benches (4)	Glass and Stone Mosaic Tiles, Concrete	Concrete Ground	Exterior/Covered
13	Great Heron Duet <sup>5</sup>	Bronze	Concrete Base	Exterior
14	Mantle <sup>6</sup>	Stone	Concrete Base	Exterior
15	Dark Planet	Cor-Teen Steel	Concrete Base	Exterior
16	Mosaic Wall Tiles (2)	Mosaic Tiles (glass, ceramic), and Tile Grout	Concrete Wall	Exterior
17	Arrival Fountain	Concrete, Mortar	Concrete Basin	Exterior
18	Coastal Rhythm	Aluminum	Concrete Ground	Exterior
19	Evolve <sup>7</sup>	Stainless Steel	Concrete Base	Exterior
20	Turtles & Spades	Bronze	Wood Pedestal	Interior
21	Tiles <sup>8</sup> (4)	Ceramic Tile and Tile Grout	Concrete Base	Exterior
22	Metal Sculptures (4)	Weathering Steel, Stainless Steel	Concrete Base	Exterior
23	Water Feature/Fountain (2)	Stone, Tile, Metal Tubing, Mortar	Concrete Ground	Exterior
24	Exterior Lighting	LEED Light Panels	Concrete	Exterior
25	Fugue <sup>9</sup>	Steel	Concrete Base	Exterior
26	Shea Stadium Mash-Up	No Access to Ascertain Materials	Concrete Wall	Exterior

<sup>5</sup> This sculpture was identified as *Untitled* on the artwork list provided by the client. The artist's website recognizes the piece as *Great Heron Duet* (See: <https://www.geoffreycsmith.com/field-guide>).

<sup>6</sup> Based on the artist's website, the identification plaques for artworks 14 and 15 are switched. *Dark Planet's* identification card is currently installed next to *Mantle*, and *Mantle's* identification card is next to *Dark Planet* (See: <https://www.davidharber.com/sculpture/mantle.htm>).

<sup>7</sup> This sculpture was identified as *Untitled* on the artwork list provided by the client. The artist's website recognizes the piece as *Evolve* (See: <https://dustinmillergallery.com/sculpture-installations>).

<sup>8</sup> Artworks 21 and 22 are part of the same display assembly tower. There is a total of four towers located on both sides of the road, at both ends of the bridge.

<sup>9</sup> The year 1991 is inscribed on the sculpture, implying the year it was made. The artwork list provided by the client assigns 2020 as the year for this piece, likely referencing to when the sculpture was moved to its current location.

27	Relate	Stainless Steel, Bronze	Concrete Base	Exterior
28	Veranda Sails	Steel	Concrete Mound	Exterior

## ONSITE INVESTIGATION

Works included in this assessment were identified in a 28-item numbered list and general map provided by the client. The information contained in the list included name of piece, artist, year, location, neighborhood, address, ownership, and location. EverGreene was on site October 10-14, 2022 to complete condition surveys during daylight hours. Visual surveys were conducted from ground level. Each artwork was measured, examined, and photographed. Photographs were used to detect and record the following conditions including: structural problems, evidence of previous repairs, and localized areas of weakness or material deficiency. Archival research was not included in the scope of this project. Limited research was confined to web-based resources.

The objects were evaluated with a standardized list of condition terms. The condition terms 'Excellent', 'Good', 'Fair', 'Poor', and 'Critical' were assigned based on specific criteria that rate the artwork's treatment needs. This system serves to prioritize the response to assessment recommendations based on treatment priority. Through the establishment of standardized condition terms, tracking of conditions over a period of time can be more holistic and consistent. The list of standardized condition terms, their definitions, and their associated treatment priorities are provided below:

**Table 2. Condition Terms and Definitions**

Overall Condition	Definition of Condition	Condition Issue Severity/ Treatment Priority
Excellent	The example represents an ideal or preferred state given the object element or structure's age and usage. Little or no immediate treatment concerns are evident and there is little likelihood of deterioration over the intermediate to long term. Object shows very few or normal signs of wear such as minor scratches, abrasions, stains, or minimal dirt and grime.	Object only requires routine monitoring and maintenance
Good	The example represents a reasonably acceptable state given the object, element or structure's age and usage. While some conditions requiring treatment may exist, none represents a source of immediate concern. There is an expectation of modest deterioration over the intermediate to long term. Object shows few or normal signs of wear such as minor scratches, abrasions, stains, or minimal dirt and grime; damage is not to an extent	Future treatment and/or stabilization, routine monitoring, and maintenance

	that could be considered disfiguring. Object only requires routine checks.	
Fair	The example represents an average state given the object, element or structure's age and usage. Conditions requiring treatment exist including some that should be treated ASAP. There is no immediate concern for catastrophic loss, but continued deterioration should be expected over the intermediate to long term. Object may be damaged or disfigured in some way and is generally stable; damage or deterioration is inactive (or may have minor active deterioration), and object is expected to stay in its present condition if stored/maintained properly. e.g., UV damage, regular checks or washing.	Treatment and/or stabilization may be needed after thorough review, in addition to routine monitoring and maintenance
Poor	The example represents a below average state given the object, element or structure's age and usage. Major conditions requiring treatment exist including some that should be treated immediately. There is some concern for catastrophic loss over the intermediate term and continued deterioration will occur over the short term. Object appears quite worn or is damaged and requires considerable repair (or damage may be irreparable); object may be disfigured, missing parts or pieces, or show extreme dirt and grime.	Immediate treatment and/or stabilization required followed by routine maintenance and monitoring
Critical	The example represents a state of advanced loss and failure given the object, element or structure's age and usage. Major conditions requiring treatments are endemic and require immediate stabilization treatment. There is concern for catastrophic loss over the short term.	Urgent stabilization treatment is required followed by maintenance and monitoring

Conditions that require treatment are ranked on a priority basis (Table 3). Treatment priority is evaluated based on observed conditions, health and safety concerns, accessibility, location of the artwork, and understanding of its material composition. Priority is assigned based on a scale developed by the conservator's assessment of the collection as a whole. Priority levels are described as Low, Medium and High.

In addition to the physical state during the assessment, the priority level also factors the object or structure's age, usage, previously known preservation campaigns, and the likelihood of further deterioration over three time frames: short, intermediate and long. For architectural materials these can be roughly defined as the following:

- Short - Up to two years
- Intermediate - Two to seven years
- Long - Seven to fifteen years



**Table 3. Priority Levels**

Priority	2022 Condition Assessment
High	5
Medium	11
Low	12

**High:** The object structure represents a life/safety risk or in in eminent danger of catastrophic failure and loss. Work should proceed as soon as possible. This includes objects that are defined as Poor or Deteriorated

**Medium:** The object or structure does not represent a life/safety risk but will continue to deteriorate substantially if not treated soon. Work should proceed as soon as feasible.

**Low/Maintenance:** The object or structure is in reasonably good condition and should not deteriorate rapidly, even with minimal attention. Regular maintenance should occur to preserve that condition.

## CONDITION ASSESSMENT

The 2022 assessment covered 28 artworks (Table 4). Individual assessments of each object are provided in Appendix B at the end of this document. The reports consist of a description of the artwork including details of its materials, manufacture, mounting systems, and site. An overall condition rating, treatment priority, summary of observed conditions, and treatment and maintenance recommendations are included too. Each artwork was documented photographically to record all observed conditions as well as general details of the site. A selection of images is included in each individual assessment report.

Overall, the surrounding sites are well maintained. The exterior objects are in a tropical environment that frequently get washed with rain. This helps keep them clean and free of damage due to accumulation of soiling. These objects are all exposed to the tropical Florida climate that includes heavy winds, heavy rains, high temperatures, high humidity, and intense sunlight. Continued maintenance of the surrounding site is necessary to preserve the artwork.

The overall condition and consequent treatment priority level for each object assessed are summarized in Table 4 below:

**Table 4. Condition Assessment: Top Treatment Priority**

ID#	Name of Piece	Artist/Manufacturer	Location	Overall Condition	Treatment Priority
3	Two Kids on Bench	Max Turner	Mary Ann Cernuto Family Park	Poor	High
17	Arrival Fountain	Distinctive Sanctuary	Watercrest St. Lucie West	Poor	High
25	Fugue	David Hayes	Grande Palms Apartments	Poor	High
2	Five Kids in Tree	Ken Ross	Mary Ann Cernuto Family Park	Fair	High
19	Evolve	Dustin Miller	Springs at Tradition	Fair	High
6	3 Cubes	Dale Rogers Studio	Botanical Gardens	Fair	Medium
8	Armillary Steel Sphere	David Harber	Botanical Gardens	Fair	Medium
9	Duo	Charles Strain	Grove Parks Apartments	Fair	Medium
10	Polo Player on Horse	Life Size Statues	Sympatico Plaza	Fair	Medium
13	Great Heron Duet	Geoffrey Smith	Veranda Gardens	Fair	Medium
15	Dark Planet	David Harber	Gatlin Boulevard	Fair	Medium
16	Mosaic Wall Tiles (2)	Anita Prentice	PSL Tax Collector's Office - Tradition	Fair	Medium
1	Born Free	Esther Wertheimer	PSL Community Center	Good	Medium
14	Mantle	David Harber	Gatlin Boulevard	Good	Medium
18	Coastal Rhythm	Rob Lorenson	Townplace Suites by Marriot	Good	Medium
28	Veranda Sails	David Harber	Veranda Gardens	Good	Medium
5	St. Lucie River Mural	Shannon Wiley	City Hall	Good	Low
21	Tiles (4)	Guy Harvey	Walter England III Bridge	Good	Low
22	Metal Sculptures (4)	American Bronze	Walter England III Bridge	Good	Low
23	Water Feature/Fountain (2)	A&G Pools	A&G Pools	Good	Low
24	Exterior Lighting	TAMCO	TAMCO/CES	Good	Low
27	Relate	Michael Szabo	Bayshore & Selvitz Roundabout	Good	Low

4	Butterfly Mosaic Wall	Anita Prentice	Botanical Gardens	Excellent	Low
7	Leaf Quill	David Harber	Botanical Gardens	Excellent	Low
11	Busts	Lazaro Valdez	Keiser University	Excellent	Low
12	Benches (4)	Anita Prentice	Keiser University	Excellent	Low
20	Turtles & Spades	Geoffrey Smith	PSL Tax Collector's Office – Tradition	Excellent	Low
26	Shea Stadium Mash-Up	Frank Anselmo	Clover Park Baseball Stadium	Excellent	Low

The breakdown of the number of public artworks in the collection by condition rating can be found in Table 5. Artworks in poor condition are considered to be unstable and should be treated as soon as possible. Conditions should be regularly monitored and the artwork regularly maintained to ensure conditions do not worsen overtime. Details of conditions for each artwork are outlined in their individual assessment reports, as well as in the condition tracking Excel file.

**Table 5. Summary of artwork conditions.**

Condition	Number of Artworks
Excellent	6
Good	10
Fair	9
Poor	3
Critical	0

## RECOMMENDATIONS

Detailed recommendations for treatment are provided for each object in condition assessment sheets provided in Appendix B.

The following recommendations outline a range of treatments that are required for cleaning, stabilization, and maintenance of the artworks assessed in this report. For the artworks that require immediate attention (high priority), these should be addressed first over general cleaning of stable sculptures. Once the high priority treatments have been completed medium and low priority items should be addressed. To maximize the treatment program, similar treatments should be grouped and executed at the same time (i.e., cleaning, surface repairs). All artworks assessed require some type of interventive conservation treatment. These have been identified as the 'high', 'medium', and 'low' priority. Once these conservation treatments have been completed, the routine maintenance program can be carried out.



Treatment recommendations are general in nature and should be confirmed by in-depth inspection and development of treatment plans prior to treatment by a qualified conservator. All work beyond regular maintenance should be performed or directed by a competent Professional Associate or Fellow of the American Institute for the Conservation of Historic and Artistic Works (AIC) with experience in the treatment of outdoor sculptures, monuments and industrial artifacts. A detailed treatment report should be completed at the end of any intervention.

Many of the public art pieces included in this assessment were created by living artists that retain legal rights affecting changes to their works, possibly including conservation treatment. We recommend that the city of Port St. Lucie engage in consultation with the artists regarding plans for treatment prior to implementing any work. Review of such work with the artist is consistent with Federal and State laws regarding artists' moral right under the Visual Artist's Rights Act (VARA) of 1990. The goal would be to develop a plan to maintain, conserve, and/or restore the pieces and to receive the artist's approval of the recommended methods and options prior to implementation.

## **GENERAL PROCEDURES FOR METAL RECOMMENDATIONS**

### **General Cleaning Procedures for Metal Elements**

- 1) Surfaces should be cleaned with clean, filtered water and a dilute solution of a non-ionic detergent (i.e Ecosurf EH-3 or Tergitol 15-S-9) to remove surface dust and soiling. Synthetic or natural bristle brushes without metal ferrules should be used to aid in cleaning and to avoid scratching the surface.
  
- 2) The surfaces should be assessed after washing. Repeat aqueous cleaning as needed. In the event that the existing coating is failing, the failing coating should be removed. In the case of patina, determine if it is a sign of deterioration or part of the artist's intended appearance.
  
- 3) Coatings and corrosion can be removed with a variety, and possibly combination, of methods. This might include chemical methods, such as stripping with solvents or solvent-gel paint strippers, and mechanical methods, such as micro-abrasion, water-jetting or laser cleaning. Appropriate cleaning methods should be determined through testing and mock-ups on each element, to ensure that the selected method is not damaging substrate and to ensure that the surface is properly prepared for any steps, such as coating application

### **General Coating Procedures**

Coatings (lacquer, paint, wax, etc.) provide a means of protecting substrates from further degradation and provide an opportunity to remediate or restore the color and finish of the elements. Maintenance

of surface coatings is crucial for ensuring the objects' stable condition long-term. Before undertaking coating application/renewal, thoroughly investigate what remains of the current coating, and consult with the Planning and Zoning Department and the Historical Commission regarding historical coatings. Determine if coatings can be spot repaired, or if the entire object needs to be treated. In either case, properly clean and prepare the metal surfaces to receive the specified coating, according to best industry standards and/or manufacturer's recommendations.

### **Lacquer**

Ensuring that the substrate is clean and dry, spray-apply solvent-based or water-based outdoor grade lacquer with a High Volume Low Pressure spray system (HVLP spray system). Mask all adjacent surfaces to protect them from overspray and run off. Monitor temperature and humidity to ensure compliance with manufacturer's recommendations. Multiple coats of lacquer may be applied to achieve a desired thickness. Check coating thickness with an electronic gauge, calibrated to the substrate's surface. Check for discontinuities and defects in the coating. Use a matting agent to adjust the gloss as necessary on the final coat. Apply according to manufacturer's recommendations. An experienced professional should apply the coating.

### **Cold Wax**

Coat with an application of cold paste wax (e.g. TreWax or Butcher's). Apply paste wax with a chip brush and/or clean cotton rag, allow to dry, and lightly buff with a buffing brush. It is recommended that wax be maintained annually; depending on the location of an object wax will generally last for a period of 1 to 2 years before it needs to be repaired/reapplied. Paste wax can be easily spot applied, to protect metal surfaces.

### **Hot Wax**

Metal should be coated with two applications of McKay Lodge formula microcrystalline 'hot' wax followed by a coat of 'cold' (see above) buffed with rags and buffing brushes.

### **Paint**

The historical paint color should be identified microscopically and considered for repainting/touch-ups. Touch-ups should be performed as necessary as the paint serves as a protective coating. Without coating, the substrate is likely to begin degrading. Paint systems should be evaluated based on a combination of weighted factors, including: the type of substrate, the condition and preparation of the substrate, the intended finish appearance, the level of exposure (e.g. to the environment, the public, etc.), and the expected frequency and type of maintenance. Prepare the substrate and apply coatings in accordance with the manufacturer's recommendations. Mock-ups and adhesion tests may be appropriate in circumstances where there is a question about the ability to properly prepare the substrate and/or the suitability of the proposed coating system. The Planning and Zoning Department and the Historical Commission should be consulted before replacing an original coating system with a different coating system.

## **Hardware**

In this case, the term hardware has a broad definition, including the functional, operational, and/or attached components contained within an object. For example, the nuts, bolts, screws, piping, etc. contained within an object. In order to prevent galvanic corrosion from occurring between hardware and the primary object, the hardware needs to be of a comparable or same type of metal. For example, bronze hardware should be used on bronze objects, stainless steel hardware on steel, etc. Missing hardware should be replaced as soon as possible, as it is often integral to the structural integrity, soundness, and integrity of the object. Missing hardware can lead to a number of deleterious conditions including instability, visual discontinuity, and exposure of surfaces intended to be protected.

## **GENERAL PROCEDURES FOR MASONRY RECOMMENDATIONS**

### **General Cleaning Procedures for Masonry Elements**

1. A dilute solution of a non-ionic detergent (i.e Ecosurf EH-3 or Tergitol 115-S-9) will be applied to pre-wetted masonry surfaces. Care should be taken to ensure that all surfaces are evenly and thoroughly cleaned. Small detail natural bristle brushes and wood skewers should be used where necessary to clean interstices in and around decorative elements and details. Cleaning should commence at the bottom of the object and proceed upward to prevent streaking.
2. The solution should be rinsed from the surface using heated, filtered, pressurized water, unless stated otherwise. The water should be heated in a stainless-steel boiler. Care should be taken to maintain consistent cleaning procedures throughout to avoid uneven cleaning results, as well as surfactant residue on the surface.
3. The surfaces should be allowed to dry, and the conditions assessed after the first treatment. Areas with remaining soiling should be treated a second time as needed to fully remove surface deposits. Additional cleaning procedures should be selectively applied as needed.

### **Removal of Biological Growth**

1. A dilute solution of D/2 Biological Solution should be applied to a pre-wetted surface at the site of biological growths using a soft nylon bristle brush. The solution should be allowed to sit on the surface for the necessary dwell time and agitated periodically. Where necessary, a second application of the solution should be applied and gently scrubbed with a natural fiber brush to loosen biological deposits before rinsing.

2. Once the necessary dwell time had elapsed, the biological solution should be rinsed using pressurized water, if necessary, used at a pump pressure of no more than 500 psi. A fan tip nozzle should be used with a constant movement pattern to avoid over-cleaning and the development of unevenly cleaned swaths.
3. All surfaces should be allowed to dry, and the conditions assessed after the first treatment. Areas with remaining soiling and biological growth should be treated a second time as needed to fully remove green, orange, and black biota and surface deposits.

### **Crack Repair**

Choose an appropriate conservation grade, color-matched mortar mix (i.e. Cathedral Stone Products or St. Astier Lithomex, Voidspan). Depending on the size and depth of the crack, the repair material can be injected or pointed.

## **ONGOING MAINTENANCE**

For an outdoor collection, routine maintenance will help provide more long-term preservation of the objects. Routine cleaning and condition checks will allow for small issues to be addressed more frequently, before larger issues arise. The following general cleaning procedures should be incorporated into annual maintenance for the collection.

### **Condition Checks**

As part of routine maintenance, regular condition checks should be carried out. These reviews should be carried out annually, typically following hurricane season. Standardized condition check lists are an optimal way to consistently confirm if conditions have changed over time. This report can be used along with photographic records to confirm any progression in areas of concern. This type of maintenance program could be expanded to the entire collection.

## APPENDIX A. ROUGH ORDER OF MAGNITUDE BUDGET

A Rough Order of Magnitude (ROM) budget is used to determine whether a project is generally feasible based on budgetary costs, and is provided well in advance of a project start, with an accepted margin of error. A ROM reflects a range of costs taking into consideration top-level general estimates, whereas detailed costs or cost breakdowns—such as those included in a treatment proposal—are more specific and are provided closer to a project start date and are generated by the conservator/specialist completing the work. The following ROM estimates are specific to the cost of treatment recommendations, and include time and labor for the conservator or qualified staff who would complete the work, along with the expected materials required for treatment. The ROM figures are based on the condition of the artwork at the time of the assessment and do not reflect any unforeseen changes in condition status that could arise upon further investigation.

All costs assume that access to onsite power, water, storage, sidewalk closures, permitting, parking, and restroom facilities would be provided. The costs below include conservation treatments as detailed in the individual assessment reports. The routine maintenance program should be implemented following the initial treatment campaign. The annual routine maintenance can be overseen by a conservator and performed by trained city employees as required. Please note items not covered by conservators, such as costs for general landscaping maintenance, structural reviews, and upgrades, as well as mechanical, electrical, or plumbing reviews and repairs are not included.

Number	Artwork Title	Artist	Date	Treatment Priority	Treatment ROM	Annual Maintenance ROM	NOTES <sup>10</sup>
1	Born Free	Esther Wertheimer	1998	Medium	\$12,000	\$3,000	
2	Five Kids in Tree	Ken Ross	2006	High	\$18,000	\$4,500	
3	Two Kids on Bench	Max Turner	2006	High	\$16,000	\$4,000	
4	Butterfly Mosaic Wall	Anita Prentice	2013	Low	\$0	\$3,000	

<sup>10</sup> For budgetary purposes assume treatment for existing conditions and maintenance after treatment

5	St Lucie River Mural	Shannon Wiley	2014	Low	\$0	\$8,000	
6	3 Cubes	Dale Rogers Studio	2014	Medium	\$24,000	\$4,800	
7	Leaf Quill	David Harber	2016	Low	\$0	\$6,000	
8	Armillary Steel Sphere	David Harber	2016	Medium	\$0	\$1,000	
9	Duo	Charles Strain	2017	Medium	\$0	\$8,000	
10	Polo Player of Horse	Life Size Statues	2017	Medium	\$36,000	\$5,400	
11	Busts	Lazaro Valdez	2017	Low	\$0	\$2,000	
12	Benches (4)	Anita Prentice	2017	Low	\$0	\$4,000	
13	Great Heron Duet	Geoffrey Smith	2017	Medium	\$0	\$3,000	
14	Mantle	David Harber	2018	Medium	\$0	\$1,000	
15	Dark Planet	David Harber	2018	Medium	\$0	\$1,000	
16	Mosaic Wall Tiles	Conrad Pickle Stu-	2018	Medium	\$12,000	\$1,800	
17	Arrival Fountain	Distinctive Statuary	2018	High	\$14,000	\$2,800	
18	Coastal Rhythm	Rob Lorenson	2019	Medium	\$0	\$7,000	
19	Evolve	Dustin Miller	2019	High	\$9,000	\$2,250	
20	Turtle & Spades	Geoffrey Smith	2019	Low	\$0	\$1,000	
21	Tiles	Guy Harvey	2019	Low	\$0	\$32,000	Assumes treatment of both from manlift, no costs for permits or traffic control included
22	Metal Sculptures	American Bronze	2019	Low	\$0	\$0	
23	Water Feature/Fountain	A&G Pools	2019	Low	\$20,000	\$5,000	

24	Exterior Lighting	TAMCO	2019	Low	\$0	\$25,000	Assumes treatment from manlift, no ground protection or electrician costs included
25	Fugue	David Hayes	2020	High	\$5,000	\$1,250	
26	Shea Stadium Mash-Up	Frank Anselmo &__	2020	Low	\$0	\$0	Unknown
27	Relate	Michael Szabo	2020	Low	\$10,000	\$2,500	
28	Veranda Sails	David Harber	2020/21	Medium	\$26,000	\$7,800	Assumes treatment from manlift, no ground protection, permits, or traffic control included
	Mobilization (x1)				\$27,000	\$13,500	
					\$229,000	\$160,600	

## APPENDIX B: CONDITION ASSESSMENT SHEETS

Individual condition assessment sheets for each object are included in the following pages.





<b>Sculpture/Title:</b>	<i>Born Free</i>
<b>Artist:</b>	Esther Wertheimer
<b>Public Art Plan #:</b>	1
<b>Date:</b>	1998
<b>Date Assessed:</b>	Oct. 12-14, 2022
<b>Location:</b>	2195 SE Airoso Blvd PSL Community Center Plaza Exterior
<b>GPS Coordinates:</b>	27°16'31" N 80°20'29" W, 20 ft Elevation
<b>Orientation:</b>	Southwest
<b>Sculpture Materials:</b>	Cast Bronze
<b>Base Materials:</b>	Concrete
<b>Overall Dimensions:</b>	Sculpture: 67" x 41" x 41" (H x W x D) Base: 74" x 44" x 44" (H x W x D)

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**Description:**

Bronze sculpture of three figures mounted into a painted concrete base. A bronze plaque is mounted toward the top of the concrete base that reads "BORN FREE" ESTHER WERTHEIMER 1998'.

**Condition:** Good

**Condition Summary:**

This sculpture appears to be in good condition. The paint on the concrete base is in the process of chemical removal, possibly using a benzyl alcohol based commercial paint stripper. The bronze plaque was exposed to the paint stripping chemicals, resulting in partial removal of coatings from the exterior and frontal edges extending toward the center of the plaque. The bronze sculpture has small white residue spots from the paint removal that occurred on the concrete base. There is potential corrosion around the base of the sculpture, but limited access during the survey days prevented further assessment.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Confirm mounting hardware, identify evidence of bronze depositing on/in concrete	
General Cleaning	Detergent cleaning and low pressure washing for both concrete base and bronze elements (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent Bench/Scaffolding/Lift

**Metal**

Work Procedures	Means and Methods	Equipment/Materials
Remove Coating	Gently remove remaining coating on the bronze plaque using a commercial stripper.	Commercial coating stripper Abrasive pads Rags
Remove Corrosion	Gently remove corrosion mechanically.	Abrasive pads Bronze bristle brushes
Spot Patinate	Apply patina chemicals/lacquer to achieve desired color.	Patina chemicals – perform mock-ups to determine most effective for color match. Lacquer
Wax	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
General Cleaning	Detergent cleaning and low-pressure washing for both concrete base and bronze elements (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent Bench/Scaffold/Lift	Annual
Conditions Check	Visual inspection from ground noting all condition changes.	Camera	Annual
Wax plaque and sculpture	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush	
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 1. Overall photo (Photo by EverGreene, October 2022).



Figure 2. Bronze plaque with coating removed by paint stripping chemical (Photo by EverGreene, October 2022).



Figure 3. Bronze base with spotting from paint stripping and possible evidence of corrosion (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Five Kids in Tree</i>
<b>Artist:</b>	Ken Ross
<b>Public Art Plan #:</b>	2
<b>Date:</b>	2006
<b>Date Assessed:</b>	Oct. 12, 2022
<b>Location:</b>	2060 SE Grand Drive Mary Ann Cernuto Family Park Exterior
<b>GPS Coordinates:</b>	27°17'2" N 80°17'12" W, 0 ft Elevation
<b>Orientation:</b>	Southwest
<b>Sculpture Materials:</b>	Cast Bronze
<b>Base Materials:</b>	Concrete
<b>Overall Dimensions:</b>	Sculpture: 93" x 57" x 757" (H x W x D) Base: 19" x 72" x 72" (H x W x D)

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**Description:**

Cast bronze sculpture depicting 5 children, 3 boys and 2 girls, playing in a tree on a poured concrete base. Specific elements of the sculpture are patinated to display different finish. The sculpture is mounted onto

B-6

the base using ferrous bolts. The figure swinging is supported using ferrous hardware attached to the tree that does not appear to be original to the sculpture. The statue is located at the center of a small park with mulch surrounding it.

**Condition:** Fair

**Condition Summary:**

This sculpture appears to be in fair condition. There are multiple areas of green corrosion likely resulting from losses in the wax coating and continued heat. Patinas on the sculpture are deteriorated from weathering. The ferrous metal attachments supporting the sculpture are highly corroded and pose safety concerns should they break and destabilize the structure. These elements are also causing ferrous staining on the bronze and base. The concrete base has major cracking (2-3 mm width) on the south side. Water collects on the horizontal surface of the base and is visibly seeping through the cracks, keeping the base very wet. There is efflorescence visible beneath the paint and biological growth on multiple surfaces.

**Priority:** High

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Perform Salt Testing	Identify salts on the surface of concrete base to determine if they are atmospheric or internal.	Salt tests
General Cleaning	Detergent cleaning and low pressure washing for both concrete base and bronze elements (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent Bench/Baker's scaffolding
Remove biological growth from base	Clean masonry with biological solution per manufacturers application instructions.	Scrub brush Filtered water pH neutral biological cleaner for masonry Low pressure washer Bench/Baker's scaffolding
Remove paint from concrete base	Test multiple paint strippers to determine most effective at removing paint. Apply stripper manufacturers application instructions.	Commercial paint stripper Brushes Plastic sheeting
Remove efflorescence	Mechanically remove surface efflorescence with a dry brush. Apply efflorescence remover in a poultice in areas where	Brush Vacuum Efflorescence remover Poultice

	efflorescence remains or deeply embedded salts are present.	
Remove ferrous staining	Apply ferrous stain remover per manufacturers application.	Ferrous stain remover
Fill Cracks	Fill cracks with conservation grade grout or injection mortar.	Masonry crack filler
Apply Coating	Remove failed/unstable paint. Apply paint overall per manufacturers application recommendations.	Exterior grade paint compatible with outdoor concrete, color matched to existing.

**Metal**

Work Procedures	Means and Methods	Equipment/Materials
Remove Inappropriate Hardware	Remove and install bronze hardware	New Hardware
Remove Corrosion	Gently remove corrosion mechanically.	Abrasive pads Bronze bristle brushes
Patinate	Apply patina chemicals/lacquer to achieve desired color.	Patina chemicals – perform mock-ups to determine most effective for color match for each element.
Apply Inhibitor	Apply corrosion inhibitor for longer term prevention.	Corrosion inhibitor (BTA)
Wax	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Assessment	Visual inspection from ground.	Camera	Annual
Address Base	Base is not properly graded to allow water to drain from the sculpture and needs to be replaced or amended.		One-Time
Remove Ferrous Bracing	If sculpture is stable, remove bracing from beneath bench and children.		One-Time



General Cleaning	Detergent cleaning and low-pressure washing for both concrete base and bronze elements (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent Bench/Baker's scaffold	Annual
Wax sculpture	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 4. Overall photo (Photo by EverGreene, October 2022).



Figure 5. Green corrosion on the reverse of the swinging figure with an example of the corroded ferrous metal supporting hardware (Photo by EverGreene, October 2022).





Figure 6. Ferrous bolt supporting the base of the sculpture into the concrete base. The bolt exhibits corrosion and there is apparent staining from the metal sculpture on the surface of the base (Photo by EverGreene, October 2022).



Figure 7. Major cracking from the base of the sculpture across the top face of the concrete base (Photo by EverGreene, October 2022).



Figure 8. Efflorescence beneath the paint coating on the concrete base with visible staining and dampness seeping in the area (Photo by EverGreene, October 2022).



**Sculpture/Title:** *Two Kids on Bench*  
**Artist:** Max Turner  
**Public Art Plan #:** 3  
**Date:** 2006  
**Date Assessed:** Oct. 12, 2022  
**Location:** 2060 SE Grand Drive  
Exterior  
**GPS Coordinates:** 27°17'2" N 80°17'12" W,  
0 ft Elevation  
**Orientation:** Southwest  
**Sculpture Materials:** Cast Bronze  
**Overall Dimensions:** 37" x 44" x 30" (H x W x D)

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**Description:**

Cast bronze sculpture depicting two children sitting on a bench reading a book with a small dog seated next to them. Various elements of the sculpture are patinated using different shades of patina. The sculpture is supported beneath the bench and the children's feet into the pavers below using ferrous hardware that is not contemporary to the sculpture. There is a tree behind the sculpture that branches overhead.

**Condition:** Poor

**Condition Summary:**

This sculpture appears to be in poor condition. There is visible green corrosion throughout the sculpture, with the most prominent areas being the girl's skirt and the boy's chest. The wax coating is lost or blanching in multiple areas. Ferrous supports are eroding and staining the surrounding stone and bronze surface at attachment points. Animal guano and spider webs, likely from the tree hanging over the sculpture, are on the statue's surface. The bench seat seems to be sloping under the girl, but there are no visibly broken elements. There is a possible red paint stain located on the front of the bench.

**Priority:** High

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent
Remove ferrous staining	Apply ferrous stain remover to pavers per manufacturers application.	Ferrous stain remover

**Metal**

Work Procedures	Means and Methods	Equipment/Materials
Remove Inappropriate Hardware	Remove and install bronze hardware	New Hardware
Remove Corrosion	Gently remove corrosion mechanically.	Abrasive pads Bronze bristle brushes
Remove Paint	Mechanically or chemically remove paint staining.	Straight blade razor Solvent
Patinate	Apply patina chemicals/lacquer to achieve desired color.	Patina chemicals – perform mock-ups to determine most effective for color match for each element.
Wax	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Assessment	Visual inspection from ground.	Camera	Annual
Remove Ferrous Bracing	If sculpture is stable, remove bracing from beneath bench and children.		One-Time
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Site Maintenance	Keep surrounding vegetation maintained		Weekly/Bi-weekly
Wax sculpture	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 9. Overall photo (Photo by EverGreene, October 2022).





Figure 10. Ferrous support hardware corrosion with residue seeping into the surrounding stone (Photo by EverGreene, October 2022).



Figure 11. Green corrosion on the figure of the boy. Animal guano and staining is visible on the front of the bench back support (Photo by EverGreene, October 2022).



Figure 12. Possible red paint stain located on the front of the bench (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Butterfly Mosaic Wall</i>
<b>Artist:</b>	Anita Prentice
<b>Public Art Plan #:</b>	4
<b>Date:</b>	2013
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	2410 SE Westmoreland Blvd Butterfly Garden; Botanic Garden Exterior
<b>GPS Coordinates:</b>	27°16'13.8" N 80°19'06.5" W
<b>Orientation:</b>	South
<b>Materials:</b>	Tile, Glass, Concrete Grout
<b>Overall Dimensions:</b>	63¼" x 120 ½" (H x W)

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**Description:**

Terra cotta and glass decorative mosaic with a butterfly design, consisting of a center square panel and two rectangular panels separated and outlined by a row of talavera square tiles. There is plain white tiling surrounding the whole piece. The mosaic is grouted with a concrete mixture.

**Condition:** Excellent

**Condition Summary:**

This piece appears to be in excellent condition with no notable cracking or missing pieces.

Priority: Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed

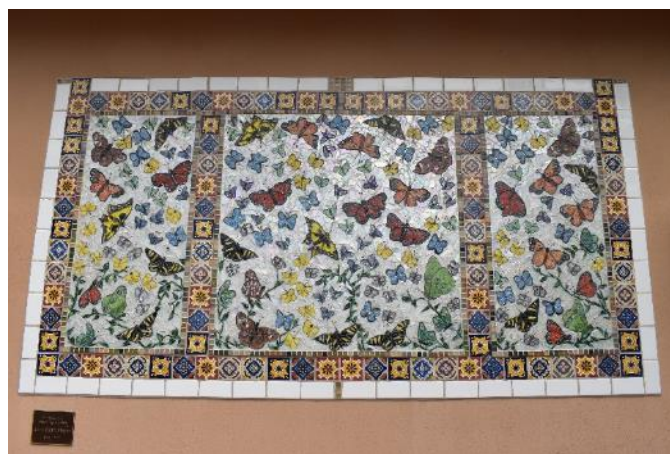


Figure 13. Overall photo (Photo by EverGreene, October 2022).





Figure 14. Detail photo of interior mosaic (Photo by EverGreene, October 2022).



Figure 15. Detail photo of exterior Talavera and white tile border (Photo by EverGreene, October 2022).



**Sculpture/Title:** *St. Lucie River Mural*  
**Artist:** Shannon Wiley  
**Public Art Plan #:** 5  
**Date:** 2014  
**Date Assessed:** Oct. 12, 2022  
**Location:** 121 SW Port St. Lucie Blvd  
City Hall Grounds  
Exterior  
**GPS Coordinates:** 27°16'26" N 80°20'37" W,  
20 ft Elevation  
**Orientation:** Southeast  
**Materials:** Concrete Coated Brick, Paint  
**Overall Dimensions:** 144" x 756" (H x W)

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**Description:**

Landscape mural painted concrete coated brick on one face of an open-air utility enclosure depicting a beach scene.

**Condition:** Good

**Condition Summary:**

This mural appears to be in good condition. Three unpainted patches are present on the lower, left side of the mural. A vertical crack spans the height of the mural toward the left side of the wall. Surrounding vegetation is in control and there is no evidence of peeling paint.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Overall Survey	A qualified wall paintings conservator should perform a complete survey.	
Treatment	Based on survey, a qualified wall paintings conservator should oversee or conduct appropriate treatment.	
General Cleaning	Detergent cleaning and low pressure washing of mural (<500 psi).	Hose Filtered water Microfiber cloth Non-ionic detergent
Fill cracking	Fill cracks with conservation grade grout or injection mortar.	Masonry crack filler
In-paint Losses/Fill Material	In-paint three patches and crack fill using conservation grade paints to match existing mural elements.	Brush Conservation grade paint

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of mural (<500 psi).	Hose Filtered water Microfiber cloth Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic		As maintenance is completed

	documentation for continual maintenance reference.		
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Figure 16. Overall photo (Photo by EverGreene, October 2022).



Figure 17. Three unpainted patches on the lower, left side of the mural (Photo by EverGreene, October 2022).



Figure 18. Vertical crack toward the left side of the mural (Photo by EverGreene, October 2022).





**Sculpture/Title:** 3 Cubes  
**Artist:** Dale Rogers Studio  
**Public Art Plan #:** 6  
**Date:** 2014  
**Date Assessed:** Oct. 13, 2022  
**Location:** 2410 SE Westmoreland Blvd  
Botanical Garden  
Exterior  
**GPS Coordinates:** 27°16'11" N 80°19'9" W  
10 ft Elevation  
**Orientation:** North  
**Sculpture Materials:** Stainless Steel  
**Base Materials:** Concrete  
**Overall Dimensions:** 78" x 54" x 18" (H x W x D)

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**Description:**

A stainless-steel sculpture with three cubes overlapping one another in a concentric fashion. The top horizontal cube has a coated, red steel ball sitting within it. The middle square has a textured pattern. The sculpture is mounted on a small circular, concrete base that is part of a much larger raised concrete platform on the walking path.

B-22

**Condition:** Fair

**Condition Summary:**

This sculpture appears to be in fair condition. The bottom of the ball and 2 additional spots on the sculpture have apparent corrosion, appearing where water pools and drips sit below. There is minor corrosion overall at the surface level. The aluminum lights that illuminate the sculpture at night have lost their protective coating. The concrete base is overall in good condition with some minor biological growth on the surface. The fastening hardware is covered.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent Bench
Remove biological growth from base	Clean masonry with biological solution per manufacturers application instructions.	Scrub brush Filtered water pH neutral biological cleaner for masonry Low pressure washer Bench
Coating Application	Apply protective coating to aluminum light fixtures per manufacturers recommendations.	Protective clear coating

**Metal**

Work Procedures	Means and Methods	Equipment/Materials
Passivate rust staining	Clean affected areas using a mild acid solution.	Mild acid solution Abrasive pads
Apply Paint	Apply a high performance paint system to obtain stable coloration and weathering resistance.	Base, protective, and top coat as appropriate for steel. UV resistance and water must be considered.

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual

Evaluate Weep Holes	Evaluate locations for putting in weep holes to allow for proper sculpture drainage in individual elements or throughout piece.		One Time
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 19. Overall photo (Photo by EverGreene, October 2022).



Figure 20. Bottom of the ball with paint peeling from water seepage and corrosion (Photo by EverGreene, October 2022).



Figure 21. Ferrous staining on surface of the reverse of the textured cube between the two rectangular elements (Photo by EverGreene, October 2022).





**Sculpture/Title:** *Leaf Quill*  
**Artist:** David Harber  
**Public Art Plan #:** 7  
**Date:** 2016  
**Date Assessed:** Oct. 13, 2022  
**Location:** 2410 SE Westmoreland Blvd  
Botanical Gardens  
Interior  
**GPS Coordinates:** 27°16'48" N 80°17'51" W,  
10 ft Elevation  
**Orientation:** East  
**Materials:** Not Accessible from Ground  
**Overall Dimensions:** Not Accessible from Ground

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**Description:**

Metal sculpture hanging from a cable from the ceiling that is lit from the interior. Unable to access for identification of materials and dimensions. Interior lighting element are not working.

**Condition:** This artwork appears to be in Excellent condition. Observed from ground.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Confirm materials, mounting hardware, and complete conditions by a qualified conservator.	Ladder/Scaffolding/Lift

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
Replace light bulbs/Fix lighting failures	Inspect lighting system to determine cause of lighting failure consulting an electrician as needed		One-time
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



**Sculpture/Title:** *Armillary Steel Sphere*  
**Artist:** David Harber  
**Public Art Plan #:** 8  
**Date:** 2016  
**Date Assessed:** Oct. 13, 2022  
**Location:** 2410 SE Westmoreland Blvd  
Botanical Gardens  
Exterior  
**GPS Coordinates:** 27°16'13" N 80°19'9" W,  
20 ft Elevation  
**Orientation:** North  
**Sculpture Materials:** Stainless Steel  
**Base Materials:** Pre-cast Concrete  
**Overall Dimensions:** Sculpture: 31" x 32" x 32" (H x W x D)  
Base: 38" x 28" x 28" (H x W x D)

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**Description:**

Stainless steel armillary mounted on assembled pre-cast base. The piece is set within a small dirt patch in a walking park with lighting elements mounted on concrete bases on each side.

**Condition:** Fair

**Condition Summary:**

This sculpture appears to be in fair condition. The metal sphere wobbles approximately 1/2" in any direction. There is dirt buildup around the joints of the concentric circles with minor corrosion at the base of the sphere. The concrete base has visible biological growth on all surfaces and previous repairs are evident.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Dry brush joints in the sphere to remove surface debris and dirt. Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Remove biological growth	Clean masonry with biological solution per manufacturers application instructions.	Scrub brush Filtered water pH neutral biological cleaner for masonry Low pressure washer Bench
Remove base sealant	Remove failing sealant on base joints/ Re-caulk	Conservation grade sealant

**Metal**

Work Procedures	Means and Methods	Equipment/Materials
Passivate rust staining	Clean affected areas using a mild acid solution.	Mild acid solution Abrasive pads
Inspect Hardware	Tighten or replace wobbling mounting hardware.	

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent	Annual
Site Maintenance	Keep surrounding vegetation maintained		Weekly/Bi-weekly
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 22. Overall photo (Photo by EverGreene, October 2022).



Figure 23. Corrosion at the base of the sphere and biological growth on concrete base (Photo by EverGreene, October 2022).



Figure 24. Vertical joint with biological growth and residual staining (Photo by EverGreene, October 2022).





<b>Sculpture/Title:</b>	<i>Duo</i>
<b>Artist:</b>	Charles Strain
<b>Public Art Plan #:</b>	9
<b>Date:</b>	2017
<b>Date Assessed:</b>	Oct. 12, 2022
<b>Location:</b>	2033 SE Lennard Road Exterior
<b>GPS Coordinates:</b>	27°17'0" N 80°17'2" W,
<b>Orientation:</b>	West
<b>Sculpture Materials:</b>	Bronze
<b>Base Materials:</b>	Pre-cast Concrete
<b>Overall Dimensions:</b>	Sculpture: 104" x 53" x 8" (H x W x D) Base: 37" x 53" x 53" (H x W x D)

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**Description:**

Bronze sculpture embedded into a painted concrete base located at roundabout. The sculpture is comprised of a helix shape that culminates in a circular top. The base is comprised of precast concrete rectangular sides and a square top.

**Condition:** Fair

**Condition Summary:**

This sculpture appears to be in fair condition. The metal sculpture shows semi-green corrosion on the surface. There are small and large cracks extending throughout the base allowing for water to permeate into the structure. The filler within the joints is failing in spots, creating gaps between the faces of the base. There is salt staining on the side with visible cracks and biological staining on the top face and bottom edge of the base. Overall dirt build up is present on the surface of the base.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Perform Salt Testing	Identify salts on the surface of concrete base to determine if they are atmospheric or internal.	Salt tests
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Remove efflorescence staining	Apply efflorescence stain remover in poultice to base per manufacturers application.	Efflorescence stain remover Poultice
Remove biological growth	Clean masonry with biological solution per manufacturers application instructions.	Scrub brush Filtered water pH neutral biological cleaner for masonry Low pressure washer Bench
Fill cracking	Fill cracks with conservation grade grout or injection mortar.	Masonry crack filler
Remove base sealant	Remove failing sealant on base joints/ Re-caulk	Conservation grade sealant
In-paint Losses/Fill Material	In-paint three patches and crack fill using conservation grade paints to match existing mural elements.	Brush Conservation grade paint



**Metal**

Work Procedures	Means and Methods	Equipment/Materials
Remove Coating	Remove failing wax coating using organic solvent.	Rags Abrasive pads
Remove Corrosion	Gently remove corrosion mechanically.	Abrasive pads Bronze bristle brushes
Patinate	Apply patina chemicals to achieve desired color.	Patina chemicals – perform mock-ups to determine most effective for color match.
Wax	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent	Annual
Wax sculpture	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush	Annual
Site Maintenance	Keep surrounding vegetation maintained		Weekly/Bi-weekly
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 25. Overall photo (Photo by EverGreene, October 2022).



Figure 26. Corrosion on vertical surface of bronze sculpture and possible evidence of blanching wax. Residual staining is visible on the top face of the concrete base (Photo by EverGreene, October 2022).



Figure 27. Horizontal joint failing on the concrete base. There is a portion of the network of cracks visible on the right face of the base and salt staining on the left face (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Polo Player on Horse</i>
<b>Artist/Manufacturer</b>	Life Size Statues
<b>Public Art Plan #:</b>	10
<b>Date:</b>	2017
<b>Date Assessed:</b>	Oct. 12, 2022
<b>Location:</b>	3045 SW Port St. Lucie Blvd Exterior
<b>GPS Coordinates:</b>	27°15'16" N 80°22'31" W, 30 ft Elevation
<b>Orientation:</b>	Northwest
<b>Sculpture Materials:</b>	Cast Bronze
<b>Base Materials:</b>	Stone
<b>Overall Dimensions:</b>	90" x 109" x 72" (H x W x D)

**Description:**

A bronze sculpture of a polo player holding a mallet riding his horse. The horse is depicted in gallop and is mounted on a bronze base. The sculpture is mounted on a stone base with a flat stone top using ferrous hardware. The stones of the base are held together with mortar.

**Condition:** Fair

**Condition Summary:**

This sculpture appears to be in fair condition. The bronze sculpture is a hollow cast mounted with ferrous hardware. The polo mallet is missing from the jockey's hand, broken off at the handle. The paint on the jockey's clothing and horse straps has weathered severely. The wax coating is failing in multiple areas and blanching wax is visible. The bronze base may have had a green paint or patina applied. The hind of the horse has a dark residue that appears to have dripped down the back of the statue. The stone base has residue from the corrosion on the bronze. The mortar joints within the base have completely failed and previous repair did not hold up.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Confirm evidence of paint on bronze base and complete conditions on top of figure and horse.	Ladder/Scaffolding/Lift
General cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Remove residue	Apply chemical stain remover to stone surface of base.	Chemical stain removal - perform mock-ups to determine most effective.
Repoint mortar	Perform mortar analysis to specify existing mortar. Repoint missing joins with mortar.	Pointing mortar

**Metal**

Work Procedures	Means and Methods	Equipment/Materials
Remove Inappropriate Hardware	Remove and install bronze hardware	New Hardware
Remove Corrosion	Gently remove corrosion mechanically.	Abrasive pads Bronze bristle brushes
Remove Residue	Gently remove dark residue mechanically or using bronze safe chemical solvent.	Solvent
Remove Paint	Mechanically or chemically remove failing paint coating on decorated elements.	Commercial paint stripper

Coating Application	Remove failed/unstable paint. Apply paint overall per manufacturers application recommendations.	Exterior grade paint compatible with outdoor bronze, color matched to existing.
Patinate	Apply patina chemicals to achieve desired color.	Patina chemicals – perform mock-ups to determine most effective for color match.
Wax	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
Replace Mallet	Cast and attach to existing handle by welding or applying resin.		One-Time
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Site Maintenance	Keep surrounding vegetation maintained		Weekly/Bi-weekly
Wax sculpture	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed





Figure 28. Overall Photo (photo by EverGreene, October 2022).



Figure 29. Weathered and faded paint on the jockey and horse straps. The handle of the missing mallet is visible in the jockey's right hand (Photo by EverGreene, October 2022).



Figure 30. Residue dripped from the hind of the horse onto the bronze base and stone base (Photo by EverGreene, October 2022).



Figure 31. Green paint or patina on the base of the bronze sculpture (Photo by EverGreene, October 2022).



Figure 32. Failing mortar joints on the vertical face of the stone base (Photo by EverGreene, October 2022).





<b>Sculpture/Title:</b>	Busts
<b>Artist:</b>	Lazaro Valdez
<b>Public Art Plan #:</b>	11
<b>Date:</b>	2017
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	9400 SW Discovery Way Keiser University Interior
<b>GPS Coordinates:</b>	27°15'46" N 80°26'15" W 30 ft Elevation
<b>Orientation:</b>	East
<b>Sculpture Materials:</b>	Aluminum
<b>Base Materials:</b>	Wood
<b>Overall Dimensions:</b>	21" x 20" x 11" (Each, H x W x D)

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**Description:**

A set of three aluminum busts mounted on a floating wooden shelf supported by four braces. There is a yellow, golden patina applied to the busts to make them appear as bronze. The busts are held in place with bolts beneath the wooden shelf.

**Condition:** Excellent

**Condition Summary:**

The busts appear to be in excellent condition. The right most bust is missing the bolt from its support hardware beneath the shelf.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Dry brush surfaces of bust and shelf to remove dust.	Microfiber cloth
Replace missing hardware	Replace bolt beneath third bust.	Matching hardware

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Dry brush surfaces of bust and shelf to remove dust.	Microfiber cloth	
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 33. Overall photo (Photo by EverGreene, October 2022).



Figure 34. Missing bolt from beneath the right most bust (Photo by EverGreene, October 2022).



**Sculpture/Title:** *Bench #1*  
**Artist:** Anita Prentice  
**Public Art Plan #:** 12  
**Date:** 2017  
**Date Assessed:** Oct. 13, 2022  
**Location:** 9400 SW Discovery Way  
Keiser University  
Exterior  
**GPS Coordinates:** 27°15'16" N 80°25'10" W,  
20 ft Elevation  
**Orientation:** Northwest  
**Materials:** Glass, Stone, Concrete  
**Overall Dimensions:** 39" x 75" x 24" (H x W x D)

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**Description:**

One of four mosaic and concrete benches under a gazebo. The back of the bench has a decorative bird at the center flanked by a palm tree on each side with the Keiser University logo on the reverse. The seat of the bench is comprised of a stone mosaic design in concrete. The arms are made of pre-cast concrete.

**Condition:** Excellent

This bench appears to be in excellent condition with no missing tiles or cracking.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of bench (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 35. Overall photo (Photo by EverGreene, October 2022).



Figure 36. Back detail of the bench (Photo by EverGreene, October 2022).



Figure 37. Seat detail of the bench (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Bench #2</i>
<b>Artist:</b>	Anita Prentice
<b>Public Art Plan #:</b>	12
<b>Date:</b>	2017
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	9400 SW Discovery Way Keiser University Exterior
<b>GPS Coordinates:</b>	27°15'16" N 80°25'10" W, 20 ft Elevation
<b>Orientation:</b>	Southwest
<b>Materials:</b>	Glass, Stone, Concrete
<b>Overall Dimensions:</b>	39" x 75" x 24" (H x W x D)

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**Description:**

One of four mosaic and concrete benches under a gazebo. The back of the bench has a decorative bird at the center flanked by a palm tree on each side with the Keiser University logo on the reverse. The seat of the bench is comprised of a stone mosaic design in concrete. The arms are made of pre-cast concrete.

**Condition:** Excellent

The bench appears to be in excellent condition. Minor material loss is visible on the bottom front left leg and there is some dirt build up in the horizontal corners.



Priority: Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Fill area of loss	General clean area of loss to prepare it for infill. Fill with patching material color matched to concrete.	Scrub brush Filtered Water Non-ionic detergent Patching material

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 38. Overall photo (Photo by EverGreene, October 2022).



Figure 39. Back detail of the bench (Photo by EverGreene, October 2022).



Figure 40. Seat detail of the bench (Photo by EverGreene, October 2022).



Figure 41. Minor material loss in the front left leg of the bench  
(Photo by EverGreene, October 2022).



**Sculpture/Title:** *Bench #3*  
**Artist:** Anita Prentice  
**Public Art Plan #:** 12  
**Date:** 2017  
**Date Assessed:** Oct. 13, 2022  
**Location:** 9400 SW Discovery Way  
Keiser University  
Exterior  
**GPS Coordinates:** 27°15'16" N 80°25'10" W,  
20 ft Elevation  
**Orientation:** Southeast  
**Materials:** Glass, Stone, Concrete  
**Overall Dimensions:** 39" x 75" x 24" (H x W x D)

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**Description:**

One of four mosaic and concrete benches under a gazebo. The back of the bench has a decorative bird at the center flanked by a palm tree on each side with the Keiser University logo on the reverse. The seat of the bench is comprised of a stone mosaic design in concrete. The arms are made of pre-cast concrete.

**Condition:** Good

This bench appears to be in excellent condition with no missing tiles or cracking.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of bench (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 42. Front detail of the bench (Photo by EverGreene, October 2022).





Figure 43. Back detail of the bench (Photo by EverGreene, October 2022).



Figure 44. Seat detail of the bench (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Bench #4</i>
<b>Artist:</b>	Anita Prentice
<b>Public Art Plan #:</b>	12
<b>Date:</b>	2017
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	9400 SW Discovery Way Exterior
<b>GPS Coordinates:</b>	27°15'16" N 80°25'10" W, 20 ft Elevation
<b>Orientation:</b>	Northeast
<b>Materials:</b>	Glass, Stone, Concrete
<b>Overall Dimensions:</b>	39" x 75" x 24" (H x W x D)

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**Description:**

One of four mosaic and concrete benches under a gazebo. The back of the bench has a decorative bird at the center flanked by a palm tree on each side with the Keiser University logo on the reverse. The seat of the bench is comprised of a stone mosaic design in concrete. The arms are made of pre-cast concrete.

**Condition:** Excellent

This bench is in excellent condition with no missing tiles or cracking.

**Priority:** Low



**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of bench (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 45. Front detail of the bench (Photo by EverGreene, October 2022).



Figure 46. Back detail of the bench (Photo by EverGreene, October 2022).



Figure 47. Seat detail of the bench (Photo by EverGreene, October 2022).



**Sculpture/Title:** *Great Heron Duet*  
**Artist:** Geoffrey Smith  
**Public Art Plan #:** 13  
**Date:** 2017  
**Date Assessed:** Oct. 12, 2022  
**Location:** 272 SW Lama Ave  
Exterior  
**GPS Coordinates:** 27°12'44" N 80°18'58" W,  
20 ft Elevation  
**Orientation:** Northeast  
**Sculpture Materials:** Bronze  
**Base Materials:** Stone  
**Overall Dimensions:** 69" x 38" x 21" (H x W x D)

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**Description:**

A cast bronze sculpture depicting two Great Blue Herons perched on a log. The sculpture is mounted on top of a Florida Keystone base. The sculpture is illuminated at night with four lights embedded into the stone base.

**Condition:** Fair

**Condition Summary:**

This sculpture appears to be in fair condition. The bronze sculpture has mild green corrosion and patina loss, mainly on skyward facing surfaces on the base and wings of the herons. The wax coating is failing and blanching in some areas. There is dirt and debris on approximately 50% of the surface of the sculpture. The stone base has residual bronze/copper staining from water dripping from the sculpture.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Remove Stone Staining	Apply stain remover to stone base per manufacturers application instructions. Ensure the sculpture is completely protected prior to treatment.	Copper stain remover Poultice Plastic sheeting

**Metal:**

Work Procedures	Means and Methods	Equipment/Materials
Remove Corrosion	Gently remove corrosion mechanically.	Abrasive pads Bronze bristle brushes
Patinate	Apply patina chemicals to achieve desired color.	Patina chemicals – perform mock-ups to determine most effective for color match.
Wax	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual

General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Wax sculpture	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 48. Overall photo (Photo by EverGreene, October 2022).



Figure 49. Green corrosion and blanching wax on the surface of the bronze base (Photo by EverGreene, October 2022).





Figure 50. Debris and dirt collecting in the bronze base (Photo by EverGreene, October 2022).



Figure 51. Residual bronze and copper staining on top face of the stone base (Photo by EverGreene, October 2022).



**Sculpture/Title:** *Mantle*

**Artist:** David Harber

**Public Art Plan #:** 14

**Date:** 2018

**Date Assessed:** Oct. 12, 2022

**Location:** 1642 SW Gaitlin Blvd  
Exterior

**GPS Coordinates:** 27°15'52" N 80°23'54" W  
30 ft Elevation

**Orientation:** South

**Sculpture Materials:** Black Puddle Stones

**Base Materials:** Stone

**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)

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**Description:**

Spherical sculpture with a stacked, black stones mounted on a Florida Keystone base. The stones appear to be adhered to a metal frame with putty or silicone to hold the sphere shape. There is a balloon shaped bulb inside to illuminate the sculpture internally.

B-61



**Condition:** Good

**Condition Summary:**

This sculpture appears to be in good condition. The face of the sphere facing the road has green biological growth on its surface. There is approximately ¼" sway of movement on the base in any direction. Organic debris accumulates at the base of the stone sphere. Atmospheric staining and biological growth are apparent on the horizontal and vertical faces of the stone base. The mortar is stable and in good condition. The identification plaques between this piece and "Dark Planet" have been swapped.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Dry brush joints in the sphere to remove surface debris and dirt. Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush pH neutral biocide detergent Bench
Remove biological growth	Clean sculpture with biological solution per manufacturers application instructions.	Scrub brush Filtered water pH neutral biological cleaner Low pressure washer Bench
Inspect Hardware	Tighten or replace wobbling mounting hardware.	

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Swap identification plaque	Switch plaques between "Dark Planet" and "Mantle"		One-Time
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Anti-microbial detergent	Annual
Site Maintenance	Keep surrounding vegetation maintained		Weekly/Bi-weekly
Treatment Report	Develop a complete record of treatment		As maintenance is completed

	including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		
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Figure 52. Overall photo (Photo by EverGreene, October 2022).



Figure 53. Green biological staining on the surface of the stones of the sphere (Photo by EverGreene, October 2022).



Figure 54. Organic material collected in the gaps between the stones of the sphere (Photo by EverGreene, October 2022).



Figure 55. Atmospheric and biological staining on the surface of the stone base (Photo by EverGreene, October 2022).



Figure 56. Accompanying plaque for this piece. According to the artist's website, this sculpture is "Dark Planet" (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Dark Planet</i>
<b>Artist:</b>	David Harber
<b>Public Art Plan #:</b>	15
<b>Date:</b>	2018
<b>Date Assessed:</b>	Oct. 12, 2022
<b>Location:</b>	2710 SW Savona Blvd Exterior
<b>GPS Coordinates:</b>	27°15'45" N 80°23'20" W, 30 ft Elevation
<b>Orientation:</b>	Southwest
<b>Sculpture Materials:</b>	Weathering Steel
<b>Base Materials:</b>	Stone
<b>Overall Dimensions:</b>	Sculpture: 50 1/2" x 48" x 48" (H x W x D) Base: 23" x 78 1/2" x 78 1/2" x 78 1/2" (H x W x D)

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**Description:**

Steel spherical sculpture mounted on a circular stone base. Latticework of weathering steel petals create the spherical shape of the artwork. The inside of the sphere holds a lighting feature at the base of the sphere.

B-65

**Condition:** Fair

**Condition Summary:**

This sculpture appears to be in fair condition. The sphere is comprised of ferrous metal intentionally corroded with a light illuminating from the interior of the sphere. Leaves have accumulated within the sculpture. The top face of the stone base has apparent residual staining from the metal sphere and biological staining possibly from a nearby tree. There is a crack extending from the top of the stone base to the middle joint. The identification plaques between this piece and "Mantle" have been swapped.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Remove ferrous staining on stone	Apply ferrous stain remover to stone base per manufacturers application instructions.	Ferrous stain remover Poultice Plastic sheeting
Remove biological growth	Clean sculpture with biological cleaner per manufacturers application instructions.	Scrub brush Filtered water pH neutral biological cleaner Low pressure washer Bench

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
Swap identification plaque	Switch plaques between "Dark Planet" and "Mantle"		One-Time
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Site Maintenance	Keep surrounding vegetation maintained		Weekly/Bi-weekly
Treatment Report	Develop a complete record of treatment		As maintenance is completed



	including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		
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Figure 57. Overall photo (Photo by EverGreene, October 2022).



Figure 58. Detail image of the surface of the exterior of the sphere. The metal is completely corroded across the surface (Photo by EverGreene, October 2022).



Figure 59. Detail image of the interior light. Leaves and small branches are visible surround the light, stuck within the mounting of the sphere (Photo by EverGreene, October 2022).





Figure 60. Atmospheric and biological staining on the surface of the stone base (Photo by EverGreene, October 2022).



Figure 61. Crack through the stone base (Photo by EverGreene, October 2022).



Figure 62. Accompanying plaque for this piece. According to the artist's website, this sculpture is "Mantle" (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Mosaic Wall Tiles A</i>
<b>Artist:</b>	Anita Prentice
<b>Public Art Plan #:</b>	16
<b>Date:</b>	2018
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	10264 SW Village Parkway Exterior
<b>GPS Coordinates:</b>	27°16'36" N 80°25'50" W, 40 ft Elevation
<b>Orientation:</b>	South
<b>Materials:</b>	Glass, Ceramic Tile, Grout
<b>Overall Dimensions:</b>	71" x 102.5" (H x W)

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**Description:**

Decorative mosaic wall depicting a tree with five butterflies (2 on left, 3 on right). The central mosaic is surrounded by a perimetral design in gray and blue toned tiles. It is mounted to the left flank of the main entrance to the structure.

**Condition:** Fair

**Condition Summary:**

This mosaic appears to be in fair condition. The bottom area of the mosaic has eroded exposing attachment hardware. The blue colored grout within the mosaic is fading and the perimetral tile grout has darkened in some areas. There is cracking on the left, right, and bottom joints surrounding the mosaic, and potentially at the top. Water appears to flow through the bottom horizontal joint from inside the panel creating pathways with calcite/salt residues staining the bottom tiles.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Address Mounting Hardware	Mechanically remove ferrous mounting hardware and replace with non-ferrous alternative.	Non-ferrous hardware
RegROUT	Apply an acrylic modified grout to area affected by mounting hardware using commercial grade or tint to color match.	Grout Pigments
Fill Cracks	Fill cracks with conservation grade grout or injection mortar.	Masonry crack filler
Remove efflorescence	Apply efflorescence remover in accordance with manufacturers application instructions.	Efflorescence remover

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial		As maintenance is completed

	conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		
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Figure 63. Overall photo (Photo by EverGreene, October 2022).



Figure 64. Evidence of ferrous mounting hardware exposed by erosion of blue grout (Photo by EverGreene, October 2022).





Figure 65. Blue grout between the mosaic tiles fading (Photo by EverGreene, October 2022).



Figure 66. Cracking of mosaic joint along the exterior left side (Photo by EverGreene, October 2022).



Figure 67. Cracking of mosaic joint along the exterior right side (Photo by EverGreene, October 2022).



Figure 68. Discoloration/darkening of perimetral tile grout  
(Photo by EverGreene, October 2022).



Figure 69. Calcite and salt residue seeping from the crack in the  
bottom exterior mosaic joint onto the surface of the perimetral  
tiles (Photo by EverGreene, October 2022).





<b>Sculpture/Title:</b>	<i>Mosaic Wall Tiles B</i>
<b>Artist:</b>	Anita Prentice
<b>Public Art Plan #:</b>	16
<b>Date:</b>	2018
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	10264 SW Village Parkway Exterior
<b>GPS Coordinates:</b>	27°16'36" N 80°25'50" W, 40 ft Elevation
<b>Orientation:</b>	South
<b>Materials:</b>	Glass, Ceramic Tile, Grout
<b>Overall Dimensions:</b>	71" x 102.5" (H x W)

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**Description:**

Decorative mosaic wall depicting a tree with five butterflies (3 on left, 2 on right). The central mosaic is surrounded by a perimetral design in gray and blue toned tiles. It is mounted to the right flank of the main entrance to the structure.

**Condition:** Fair

**Condition Summary:**

This mosaic is in good to fair condition. The blue colored grout within the mosaic is fading and the perimetral tile grout has darkened in some areas. There is cracking on the left, right, and bottom joints surrounding the mosaic and potentially at the top. Water appears to flow through the bottom horizontal joint from inside the panel creating pathways with calcite/salt residues staining the bottom tiles.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent
Fill Cracks	Fill cracks with conservation grade grout or injection mortar.	Masonry crack filler
Remove efflorescence	Apply efflorescence remover in accordance with manufacturers application instructions.	Efflorescence remover

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 70. Overall photo (Photo by EverGreene, October 2022).



Figure 71. Blue colored grout of the mosaic fading (Photo by EverGreene, October 2022).

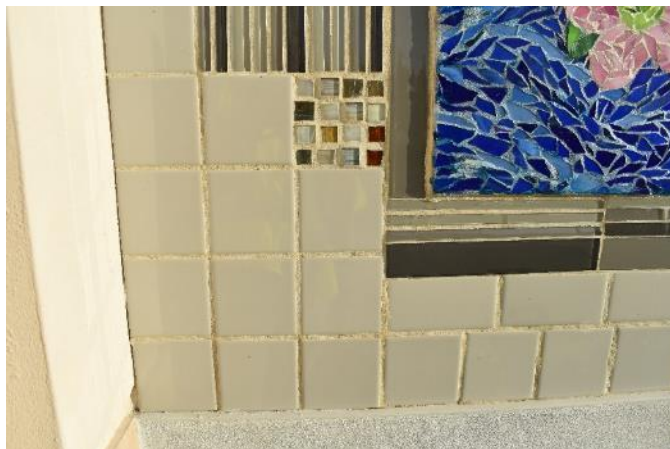


Figure 72. Discoloration/darkening of perimetral tile grout (Photo by EverGreene, October 2022).



Figure 73. Cracking of mosaic joint along the exterior left side (Photo by EverGreene, October 2022).



Figure 74. Cracking of mosaic joint along the exterior right side (Photo by EverGreene, October 2022).



Figure 75. Calcite and salt residue seeping from the crack in the bottom exterior mosaic joint onto the surface of the perimetral tiles (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Arrival Fountain</i>
<b>Artist/Manufacturer</b>	Distinctive Statuary
<b>Public Art Plan #:</b>	17
<b>Date:</b>	2018
<b>Date Assessed:</b>	Oct. 12, 2022
<b>Location:</b>	279 NW California Blvd Exterior
<b>GPS Coordinates:</b>	27°18'52" N 80°24'0" W, 20 ft Elevation
<b>Orientation:</b>	Southwest
<b>Materials:</b>	Painted Concrete, Mortar
<b>Overall Dimensions:</b>	102" x 120" x 120" (H x W x D)

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**Description:**

A five-tiered painted concrete fountain at the center of the roundabout. Water is pumped up through the apex of the fountain and collects on each tier, with overflow running to the lower basin to complete the cycle. The base is a concrete basin that holds the water being pumped through.

**Condition:** Poor



**Condition Summary:**

This fountain appears to be in poor condition. The coating on the upper elements of the stone fountain has completely worn off, causing the stone to be friable to the touch. The coating on the concrete base is beginning to wear off. Under the waterline on the interior of the basin, the coating appears to still be in fair to good condition. There is also a black lining on the interior of the base of the fountain that appears stable and well adhered to the stone. The mortar in the base has completely failed. There are decorative leaves on the second level of the fountain that appear to have been replaced, while others remain in fragile condition.

**Priority:** High

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent
Repoint mortar	Perform mortar analysis to specify existing mortar. Repoint missing joints with mortar.	Pointing mortar
Replace Friable Decorative Leave	Remove decorative leaves that are friable and replace them with new cast and painted elements.	
Coating Application	Remove failed/unstable paint. Apply paint per manufacturers application recommendations.	Exterior grade paint compatible with outdoor aluminum, color matched to existing.

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment,		As maintenance is completed



	<p>products used, and before and after photographic documentation for continual maintenance reference.</p>		
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Figure 75. Overall photo (Photo by EverGreene, October 2022).



Figure 76. Deteriorated coating on the second and third levels of the fountain. The leaves toward the front of the image appear to have been replaced (Photo by EverGreene, October 2022).



Figure 77. Failed mortar joints on the base of the fountain. The black liner is visible beneath the water and the coating on the perimeter is beginning to deteriorate on the inner edge (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Coastal Rhythm</i>
<b>Artist:</b>	Rob Lorenson
<b>Public Art Plan #:</b>	18
<b>Date:</b>	2019
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	10460 SW Village Parkway Exterior
<b>GPS Coordinates:</b>	27°16'30" N 80°25'49" W, 40 ft. Elevation
<b>Orientation:</b>	Southeast
<b>Sculpture Materials:</b>	Aluminum
<b>Base Materials:</b>	Concrete
<b>Overall Dimensions:</b>	95" x 45" x 45" (H x W x D)

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**Description:**

An aluminum sculpture mounted on an in-ground concrete base. The sculpture is painted red and is fastened together with stainless steel fasteners.

**Condition:** Good

**Condition Summary:**

This sculpture appears to be in good condition. Brush and roller marks are visible within the paint layer. Overall, the surface is dirty, and the paint has begun to chip on the edges where the sculpture has suffered impact damage. There is apparent abrasion on the edges and some flat surfaces. A gum like substance is stuck within one of the joints and has accumulated dirt.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Remove gum-like substance	Mechanically remove gum substance.	Straight edge blade
Remove Corrosion	Gently remove corrosion mechanically.	Abrasive pads Nylon bristle brushes
Coating Application	Remove failed/unstable paint. Apply paint per manufacturers application recommendations.	Exterior grade paint compatible with outdoor aluminum, color matched to existing.

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 78. Overall photo (Photo by EverGreene, October 2022).



Figure 79. Apparent brush strokes on the surface of the sculpture (Photo by EverGreene, October 2022).



Figure 80. Paint chips and loss on the lower portion of the sculpture, possibly from being struck by objects (Photo by EverGreene, October 2022).





Figure 81. Gum like substance stuck between joint of two sculptural elements, leaving residue trails and collecting dirt (Photo by EverGreene, October 2022).



Figure 82. Debris and organic material buildup within a joint between two sculptural elements (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Evolve</i>
<b>Artist:</b>	Dustin Miller
<b>Public Art Plan #:</b>	19
<b>Date:</b>	2019
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	11200 SW Village Ct. Exterior
<b>GPS Coordinates:</b>	27°15'40" N 80°25'56" W 20 ft. Elevation
<b>Orientation:</b>	Southwest
<b>Sculpture Materials:</b>	Stainless Steel
<b>Base Materials:</b>	Concrete
<b>Overall Dimensions:</b>	Sculpture: 108" x 54" x 54" (H x W x D) Base: 24" x 72" (H x W)

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**Description:**

Stainless steel sculpture composed of curved pieces assembled in a rotational dynamic design that changes its shape depending on the perspective. The piece is welded to a round baseplate that is bolted to a rounded 2-foot-tall and 6-foot-wide concrete pedestal with embedded lighting. The surface displays circular patterns of finish created by a grinding tool.



**Condition:** Fair

**Condition Summary:**

This sculpture appears to be in fair condition. There is general environmental soiling primarily at the base and pedestal of the sculpture. The sculpture contains a clear coating that exhibits localized failure. The coating has likely deteriorated due to weather exposure/UV degradation. Iron oxide corrosion products are dotted across the surface of the piece, beneath the deteriorated clear coat. The coating will need to be removed to address the superficial corrosion. There are broken welds in areas affected by the corrosion. There is a break in one of the metal members that should be addressed to avoid further damage to the piece.

**Priority:** High

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Remove Coating	Gently remove remaining coating on the sculpture using a commercial stripper.	Commercial coating stripper Abrasive pads Rags
Passivate rust staining	Clean affected areas using a mild acid solution.	Mild acid solution Abrasive pads
Fix Broken Welds		
Apply Coating	Apply protective coat overall per manufacturers application recommendations.	Exterior grade clear coat compatible with outdoor concrete, color matched to existing.

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment,		As maintenance is completed

	products used, and before and after photographic documentation for continual maintenance reference.		
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Figure 83. Overall photo (Photo by EverGreene, October 2022).

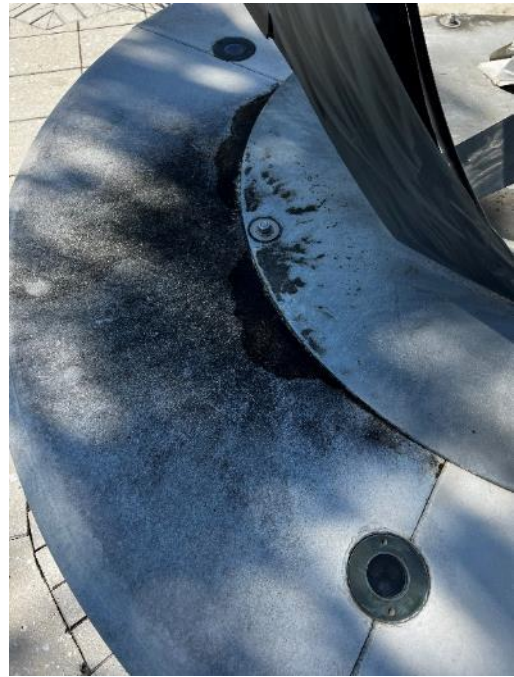


Figure 84. Atmospheric soiling on the base of the sculpture and top face of the concrete pedestal (Photo by EverGreene, October 2022).



Figure 85. Metal corrosion and broken welds on the surface of the sculpture (Photo by EverGreene, October 2022).



Figure 86. Metal corrosion on the surface of the base of the sculpture, resulting from losses in the clear coat (Photo by EverGreene, October 2022).

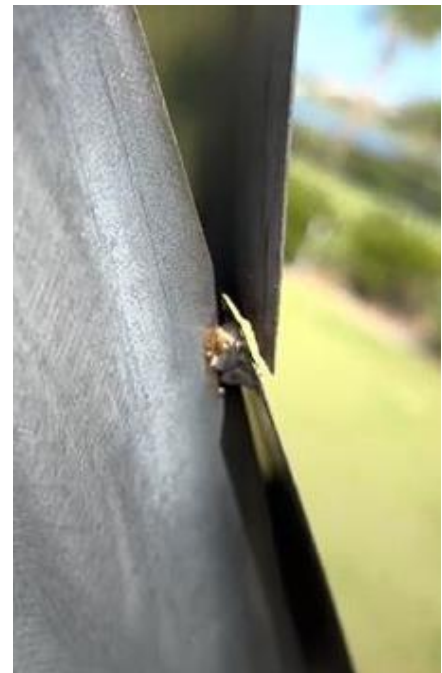
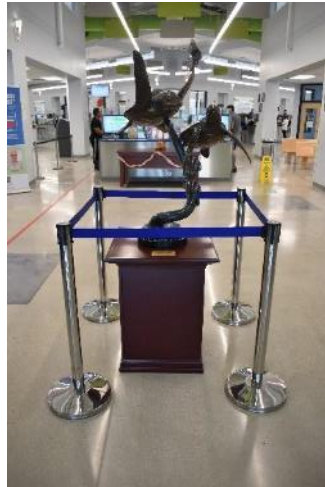


Figure 87. A cracked element of the sculpture just above a weld. This could pose further safety concerns should the crack be allowed to spread (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Turtles and Spades</i>
<b>Artist:</b>	Geoffrey Smith
<b>Public Art Plan #:</b>	20
<b>Date:</b>	2019
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	10264 SW Village Parkway Tax Collector's Building Interior
<b>GPS Coordinates:</b>	27°16'36" N 80°25'50" W, 30 ft Elevation
<b>Orientation:</b>	South
<b>Sculpture Materials:</b>	Bronze
<b>Base Materials:</b>	Wood
<b>Overall Dimensions:</b>	Sculpture: 43" x 31" x 13" (H x W x D) Base: 30" x 24" x 24" (H x W x D)

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**Description:**

A cast bronze sculpture depicting two sea turtles and seven spadefish. The bronze figures are connected to a thin, spiralled central structure that develops into a circular base and is textured to appear as green

granite. The sculpture is mounted on a wooden pedestal with a small gold plaque providing name and artist.

**Condition:** Excellent

**Condition Summary:**

This sculpture appears to be in excellent condition. The cast bronze sculpture has a brown patina on the turtles and a silvery, black patina on the fish that appears even. There is visual evidence of minor blanching of the wax on the sculpture recesses, around the neck of the turtles. There is no evidence of stress on the joints.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Dry brush surfaces of sculpture to remove dust.	Microfiber cloth

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent	Annual
Wax sculpture	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations	Wax Buffing brush	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



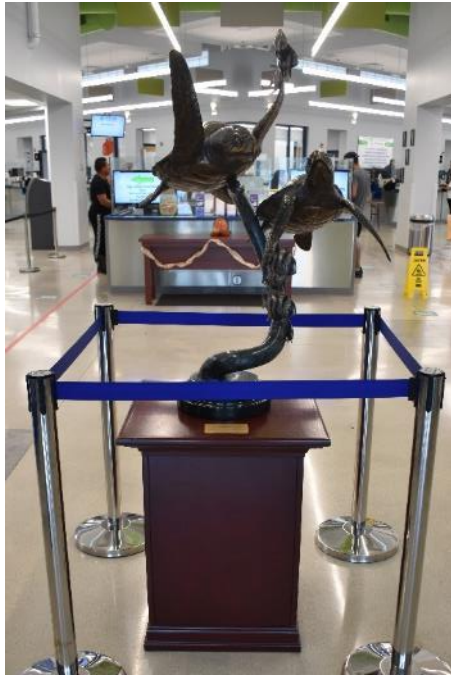


Figure 88. Overall photo (Photo by EverGreene, October 2022).



Figure 89. Sculpture recesses showing blanching wax around the turtle's neck (Photo by EverGreene, October 2022).





<b>Sculpture/Title:</b>	21. <i>Tiles</i> <u>Tower #1</u> 22. <i>Metal Sculptures</i>
<b>Artist/Manufacturer:</b>	Guy Harvey (Tile) American Bronze (Metal Sculpture)
<b>Public Art Plan #:</b>	21 & 22
<b>Date:</b>	2019 (both)
<b>Date Assessed:</b>	Oct. 11, 2022
<b>Location:</b>	Crosstown Bridge & Coral Reef Park Exterior
<b>GPS Coordinates:</b>	27°18'15" N 80°19'20" W, 20 ft Elevation
<b>Orientation:</b>	East
<b>Sculpture Materials:</b>	Ceramic Tile; Weathering Steel, Stainless Steel
<b>Base Materials:</b>	Concrete
<b>Overall Dimensions:</b>	Measurements not accessible from ground

**Description:**

One of four concrete towers, decorated on each face with a tiled underwater scene, and a metal sculpture depicting seaweed and fish extending from the top. One side of the metal sculpture is shining silver and the other side has a reddish tint. The tower is located on the right-hand side of the Walter England III bridge, at the end of the east-west corridor.

**Condition:** Good

**Condition Summary:**

The tiles and steel sculpture appear to be in good condition. There is visible evidence of mild corrosion on one side of the metal sculpture. There is a corrosion product pattern on the concrete base of the metal sculpture showing movement towards the tiled wall. Some cracking is present in the concrete. There is dirt on the surface between the tiles and the ledge below the metal sculpture.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Confirm mounting hardware, materials used for metal sculpture, and condition of tile and grout.	Aerial Lift/Platform
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Fill Cracks	Fill cracks with conservation grade grout or injection mortar.	Masonry crack filler

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 90. Overall Photo (photo by EverGreene, October 2022).



Figure 91. Discoloration of the metal sculpture with corrosion product streaked down the face of the concrete border to the tiles. It is unclear if this residue reached the tiles below (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	21. <i>Tiles</i> <u>Tower #2</u> 22. <i>Metal Sculptures</i>
<b>Artist:</b>	Guy Harvey (Tile) American Bronze (Metal Sculpture)
<b>Public Art Plan #:</b>	21 & 22
<b>Date:</b>	2019 (both)
<b>Date Assessed:</b>	Oct. 11, 2022
<b>Location:</b>	Crosstown Bridge & Coral Reef Park Exterior
<b>GPS Coordinates:</b>	27°18'14" N 80°19'19" W 20 ft Elevation
<b>Orientation:</b>	East
<b>Sculpture Materials:</b>	Tile, Weathering Steel, Stainless Steel
<b>Base Materials:</b>	Concrete
<b>Overall Dimensions:</b>	Measurements not accessible from ground

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**Description:**

One of four concrete towers, decorated on each face with a tiled underwater scene, and a metal sculpture depicting seaweed and fish extending from the top. One side of the metal sculpture is shining silver and the other side has a reddish tint. The tower is located on the right-hand side of the Walter England III bridge, at the beginning of the west-east corridor.

**Condition:** Good

**Condition Summary:**

The tiles and steel sculpture appear to be in good condition. There is visible evidence of mild corrosion on one side of the metal sculpture. There is a corrosion product pattern on the concrete base of the metal sculpture showing movement towards the tiled wall. Some cracking is present in the concrete. There is dirt on the surface between the tiles and the ledge below the metal sculpture.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Confirm mounting hardware, materials used for metal sculpture, and condition of tile and grout.	Aerial Lift/Platform
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Fill Cracks	Fill cracks with conservation grade grout or injection mortar.	Masonry crack filler

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure g2. Overall photo (Photo by EverGreene, October 2022).



Figure g3. Detail image of the metal sculpture. There is minor residue staining on the ledge above the tiles (Photo by EverGreene, October 2022).





<b>Sculpture/Title:</b>	21. <i>Tiles</i> <u>Tower #3</u> 22. <i>Metal Sculptures</i>
<b>Artist/Manufacturer:</b>	Guy Harvey (Tile) American Bronze (Metal Sculpture)
<b>Public Art Plan #:</b>	21 & 22
<b>Date:</b>	2019
<b>Date Assessed:</b>	Oct. 11, 2022
<b>Location:</b>	Crosstown Bridge & Coral Reef Park Exterior
<b>GPS Coordinates:</b>	27°18'19" N 80°18'36" W 30 ft Elevation
<b>Orientation:</b>	East
<b>Sculpture Materials:</b>	Tile; Weathering Steel, Stainless Steel
<b>Base Materials:</b>	Concrete
<b>Overall Dimensions:</b>	Measurements not accessible from ground

**Description:**

One of four concrete towers, decorated on each face with a tiled underwater scene, and a metal sculpture depicting seaweed and fish extending from the top. One side of the metal sculpture is shining silver and the other side has a reddish tint. The tower is located on the right-hand side of the Walter England III bridge, at the beginning of the east-west corridor.

**Condition:** Good

**Condition Summary:**

The tiles and steel sculpture appear to be in good condition. There is visible evidence of mild corrosion on one side of the metal sculpture. There is a corrosion product pattern on the concrete base of the metal sculpture showing movement towards the tiled wall. Some cracking is present in the concrete. There is dirt on the surface between the tiles and the ledge below the metal sculpture.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Confirm mounting hardware, materials used for metal sculpture, and condition of tile and grout.	Aerial Lift/Platform
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Fill Cracks	Fill cracks with conservation grade grout or injection mortar.	Masonry crack filler

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 94. Overall photo (Photo by EverGreene, October 2022).



Figure 95. Detail image of the metal sculpture. There is minor residue staining on the ledge above the tile (Photo by EverGreene, October 2022).



**Sculpture/Title:** 21. *Tiles* Tower #4  
22. *Metal Sculptures*

**Artist/Manufacturer:** Guy Harvey (Tile)  
American Bronze (Metal Sculpture)

**Public Art Plan #:** 21 & 22

**Date:** 2019

**Date Assessed:** Oct. 11, 2022

**Location:** Crosstown Bridge & Coral Reef Park  
Exterior

**GPS Coordinates:** 27°18'17.4" N 80°18'35.8" W  
0 ft Elevation

**Orientation:** East

**Sculpture Materials:** Tile; Weathering Steel, Stainless Steel

**Base Materials:** Concrete

**Overall Dimensions:** Measurements not accessible from ground

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**Description:**

One of four concrete towers, decorated on each face with a tiled underwater scene, and a metal sculpture depicting seaweed and fish extending from the top. One side of the metal sculpture is shining silver and the other side has a reddish tint. The tower is located on the right-hand side of the Walter England III bridge, at the end of the west-east corridor.

**Condition:** Good

**Condition Summary:**

The tiles and steel sculpture appear to be in good condition. There is visible evidence of mild corrosion on one side of the metal sculptures. There is a corrosion product pattern on the concrete base of the metal sculpture showing movement towards the tiled wall. Some cracking is present in the concrete. There is dirt on the surface between the tiles and the ledge below the metal sculpture.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Confirm mounting hardware, materials used for metal sculpture, and condition of tile and grout.	Aerial Lift/Platform
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Fill Cracks	Fill cracks with conservation grade grout or injection mortar.	Masonry crack filler

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 96. Overall photo (Photo by EverGreene, October 2022).



Figure 97. Detail image of the tile (Photo by EverGreene, October 2022).



Figure 98. Detail image of the metal sculpture.  
There is minor residue staining on the ledge  
above the tile (Photo by EverGreene, October  
2022).





<b>Sculpture/Title:</b>	<i>Southwest Fountain A</i>
<b>Artist/Manufacturer</b>	A&G Pools
<b>Public Art Plan #:</b>	23
<b>Date:</b>	2019
<b>Date Assessed:</b>	Oct. 11, 2022
<b>Location:</b>	888o NW Glades Cut-off Road Exterior
<b>GPS Coordinates:</b>	27°21'38" N 80°24'34" W, 40 ft Elevation
<b>Orientation:</b>	Southeast
<b>Materials:</b>	Stone, Tile, Metal Tubing, Mortar
<b>Overall Dimensions:</b>	59.5" x 425.5" x 185" (H x W x D)

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**Description:**

One of two in a set of fountains flanking the left of the building entrance or exit. The fountain has 5 waterspouts at the top and water flows into the lower basin. Interior pool lining appears to be applied to the entire interior of the fountain. The outer basin is composed of flat elongated stones placed horizontally on top of each other, crowned with a flat top ledge.

**Condition:** Good

**Condition Summary:**

The fountain appears to be in good condition. The fountain tiles have no major cracks or losses. The stones have efflorescence buildup and biological growth on the surface. No missing or broken stones are visible. The mortar in the base is failing. Water permeates through the outer stone basin. The water basin has minor dirt buildup.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of fountain (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent
Remove biological growth from stone	Clean masonry with biological solution per manufacturers application instructions or mechanically through micro abrasion.	Scrub brush Filtered water pH neutral biological cleaner for masonry Low pressure washer
Remove efflorescence	Apply efflorescence remover in accordance with manufacturers application instructions.	Efflorescence remover
Repoint mortar	Perform mortar analysis to specify existing mortar. Repoint missing joints with mortar.	Pointing mortar

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and		As maintenance is completed

	before and after photographic documentation for continual maintenance reference.		
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Figure 99. Overall photo (Photo by EverGreene, October 2022).



Figure 100. Detail image of stones on the northwest elevation of the fountain base. There is biological staining and growth in between the stones and on the stone surfaces, as well as efflorescence and calcium deposits (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Northwest Fountain B</i>
<b>Artist/Manufacturer:</b>	A&G Pools
<b>Public Art Plan #:</b>	23
<b>Date:</b>	2019
<b>Date Assessed:</b>	Oct. 11, 2022
<b>Location:</b>	888o NW Glades Cut-off Road Exterior
<b>GPS Coordinates:</b>	27°21'38" N 80°24'32" W, 20 ft Elevation
<b>Orientation:</b>	Southeast
<b>Materials:</b>	Stone, Tile, Metal Tubing, Mortar
<b>Overall Dimensions:</b>	59.5" x 425.5" x 185" (H x W x D)

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**Description:**

One of two in a set of fountains flanking the left of the building entrance or exit. The fountain has 5 waterspouts at the top and water flows into the lower basin. Interior pool lining appears to be applied to the entire interior of the fountain. The outer basin is composed of flat elongated stones placed horizontally on top of each other, crowned with a flat top ledge.

**Condition:** Good

**Condition Summary:**

The fountain appears to be in good condition. The fountain tiles have no major cracks or losses. The stones have efflorescence buildup and biological growth on the surface. No missing or broken stones are visible. The mortar in the base is failing. Water permeates through the outer stone basin. The water basin has minor dirt buildup.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of fountain (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Remove biological growth from stone	Clean masonry with biological solution per manufacturers application instructions.	Scrub brush Filtered water pH neutral biological cleaner for masonry Low pressure washer
Remove efflorescence	Apply efflorescence remover in accordance with manufacturers application instructions.	Efflorescence remover
Repoint mortar	Perform mortar analysis to specify existing mortar. Repoint missing joints with mortar.	Pointing mortar

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial		As maintenance is completed

	conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		
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Figure 101. Overall photo (Photo by EverGreene, October 2022).



Figure 102. Detail image of efflorescence and calcium deposits on the northwest elevation of the fountain basin (Photo by EverGreene, October 2022).





<b>Sculpture/Title:</b>	<i>Exterior Lighting</i>
<b>Artist/Manufacturer</b>	TAMCO
<b>Public Art Plan #:</b>	24
<b>Date:</b>	2019
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	11675 SW Tom Mackie Blvd TAMCO Building Exterior
<b>GPS Coordinates:</b>	27°15'9" N 80°25'10" W, 40 ft Elevation
<b>Orientation:</b>	East
<b>Materials:</b>	LED light strips, Metal
<b>Overall Dimensions:</b>	Individual light strips: 39 1/2" x 2 3/8" (H x W)

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**Description:**

Decorative strips of LED lights nested vertically, stacked end-to-end on top of each other, behind the corners on the concrete wall returns on the facade of the building. Three are located on the south face, eleven on the east face, and two on the north face. There are two additional horizontal LED light panel ensembles beneath the awning above the entrance to the facility. Each group of strips is comprised of 12 LED panels, except for four vertical panels near the entrance that have 13.

B-110

**Condition: Good**

**Condition Summary:**

South: 1. (12 Panels) Good: Panel 2 is missing a light, Panel 7 is crooked, Panel 12 is broken (Figures 104 - 105)

2. (12 Panels) Excellent

3. (12 Panels) Excellent: Panel 1 has streak of paint/epoxy like substance (Figure 106)

East: 1. (12 Panels) Good: Panels 5,6, and 8 are crooked (Figure 107)

2. (12 Panels) Excellent

3. (12 Panels) Excellent

4. (12 Panels) Good: Panel 4 broken/disturbed (Figure 108)

5. (12 Panels) Excellent

6. (12 Panels) Good: Cables exposed on panels 5,7, and 9 (Figure 109)

7. (13 Panels) Excellent: Panel 13 is shorter panel

8. (13 Panels) Excellent

9. (13 Panels) Excellent

10. (13 Panels) Excellent: Panel 13 is shorter panel

11: (12 Panels) Excellent

Northeast (Horizontal Panels)

1. (10 Panels) Good: Insects nesting next to lights (Figure 110)

2. (11 Panels) Excellent

North

1. (12 Panels) Excellent: Panel 12 is shorter

2. (12 Panels) Good: Panel 5 cord is exposed, Panel 12 is shorter (Figure 111)

Priority: Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent
Remove Coating	Gently remove coating on Panel 1 South element 3 mechanically or chemically	Commercial coating stripper Straight edge blade Rags

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed

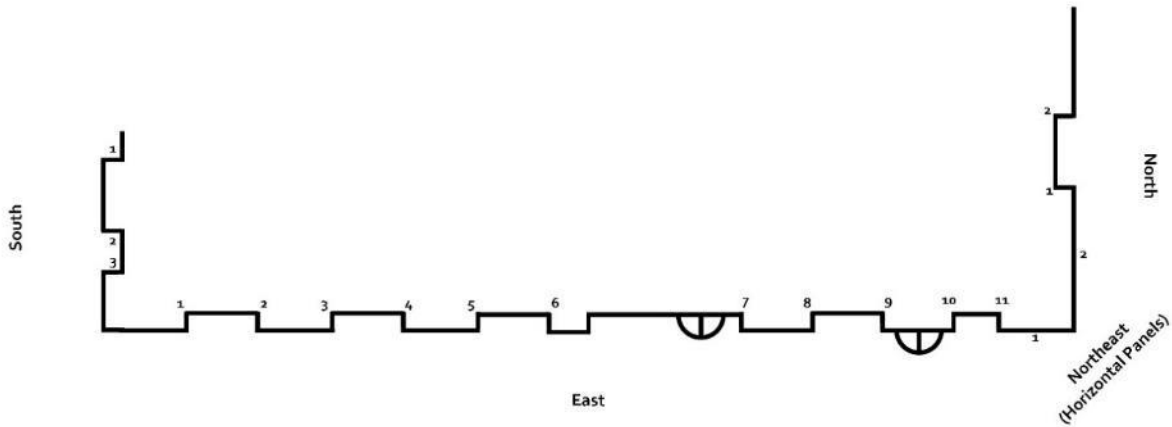


Figure 103. Overall photo, and distribution map of the vertical and horizontal groups of LED light strips (Photo by EverGreene, October 2022).

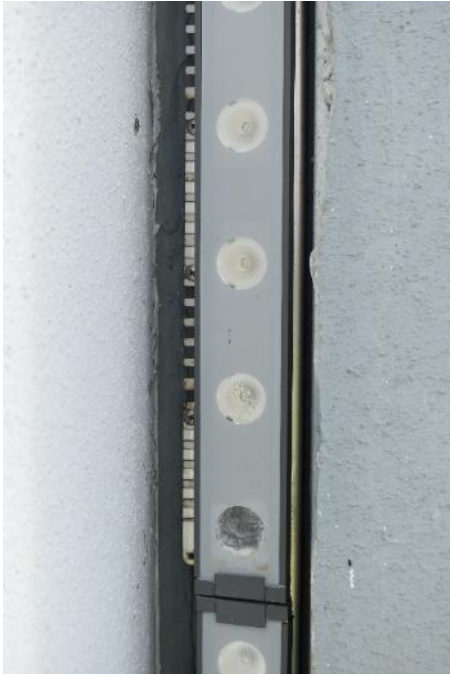


Figure 104. Missing light in strip 2 of South assembly #1 (Photo by EverGreene, October 2022).



Figure 105. Dislocated light strip 7 of South light assembly #1 (Photo by EverGreene, October 2022).



Figure 106. Paint or epoxy residue on light strip 1 of South light assembly #3 (Photo by EverGreene, October 2022).



Figure 107. Dislocated light strips 5, 6, and 8 of East light assembly #1 (Photo by EverGreene, October 2022).





Figure 108. Possibly broken or light strip 4 of East light assembly #4 (Photo by EverGreene, October 2022).

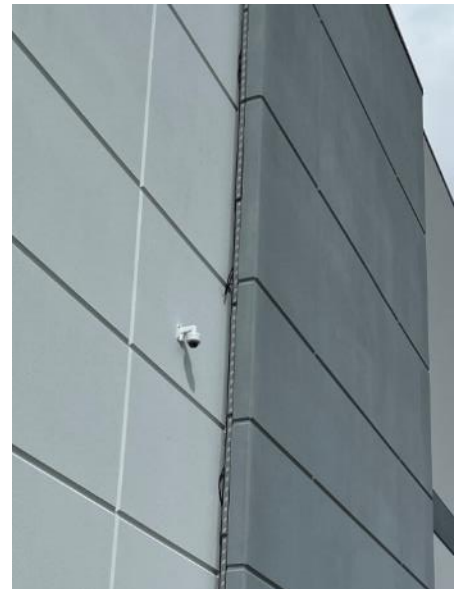


Figure 109. Cables exposed on light strips 5, 7, and 9 on East light assembly #6 (Photo by EverGreene, October 2022).



Figure 110. Insects nesting in the Northeast horizontal light assembly #1 (Photo by EverGreene, October 2022).



Figure 111. Exposed cable on light strip 3 of North light assembly #1 (Photo by EverGreene, October 2022).





<b>Sculpture/Title:</b>	<i>Fugue</i>
<b>Artist:</b>	David Hayes
<b>Public Art Plan #:</b>	25
<b>Date:</b>	1991
<b>Date Assessed:</b>	Oct. 13, 2022
<b>Location:</b>	11349 SW Discovery Way Exterior
<b>GPS Coordinates:</b>	27°15'15" N 80°25'46" W, 20 ft Elevation
<b>Orientation:</b>	South
<b>Sculpture Materials:</b>	Steel
<b>Base Materials:</b>	Concrete
<b>Overall Dimensions:</b>	Sculpture: 83" x 61" x 61" (H x W x D) Base: 20" x 77" x 77" (H x W x D)

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**Description:**

This abstract sculpture is composed of multiple steel plates welded together, mounted on a concrete base. Each piece of steel is individually painted in blue, yellow, black, or red. The steel plates are bolted through metal tabs to the top surface of the concrete base. The blue element is a textured diamond plate, and the rest are flat. The base consists of concrete pavers inlaid into the top of a concrete base.

B-116

**Condition:** Poor

**Condition Summary:**

This sculpture appears to be in poor condition. Corrosion product is beginning to form on the metal sculpture at welds and surface abrasions. All mounting hardware is present; however, it is ferrous and beginning to corrode. The sculpture has begun to lean to one side, creating a gap between attachment points. The top face of the concrete base has bio-growth and staining. There is some network cracking visible. The grout lines directly beneath the sculpture are very dirty and biological growth is building up. The vertical surface of the base (the cornice) has severe calcite and biological growth, as well as potential corrosion product. The bottom portion of the concrete base appears to remain damp and exhibits water staining.

**Priority:** High

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent
Remove biological growth from base	Clean masonry with biological solution per manufacturers application instructions.	Scrub brush Filtered water pH neutral biological cleaner for masonry Low pressure washer
Fill Cracks	Fill cracks with conservation grade grout or injection mortar tinted to match existing.	Masonry crack filler

**Metal**

Work Procedures	Means and Methods	Equipment/Materials
Remove Corrosion	Gently remove corrosion mechanically.	Abrasive pads Steel bristle brushes
In-paint areas of coating loss	Apply primer per manufacturers application recommendations to the area of loss. Apply topcoat color matched to existing.	Solvent resistant brush Primer Topcoat
Re-Align sculpture	Align vertical axis of sculpture and tighten mounting hardware	Level

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 112. Overall photo (Photo by EverGreene, October 2022).



Figure 113. Abrasion on the surface of a painted upright that is actively corroding (Photo by EverGreene, October 2022).



Figure 114. Ferrous mounting hardware on the base of the sculpture that is corroding (Photo by EverGreene, October 2022).



Figure 115. Atmospheric and biological staining on the top face of the concrete base (Photo by EverGreene, October 2022).



Figure 116. Crack network on the top face of the concrete base  
(Photo by EverGreene, October 2022).



Figure 117. Biological growth in the grout of the cornice on the  
concrete base (Photo by EverGreene, October 2022).





<b>Sculpture/Title:</b>	<i>Shea Stadium Mash-Up</i>
<b>Artist/Manufacturer</b>	Frank Anselmo & Josh Rosenman
<b>Public Art Plan #:</b>	26
<b>Date:</b>	2020
<b>Date Assessed:</b>	Oct. 11, 2022
<b>Location:</b>	31 Piazza Drive Clover Park Baseball Stadium Exterior
<b>GPS Coordinates:</b>	27°19'27" N 80°24'19" W, 30 ft Elevation
<b>Orientation:</b>	Southwest
<b>Materials:</b>	Not Accessible from Ground
<b>Overall Dimensions:</b>	Not Accessible from Ground

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**Description:**

Sculpture mounted on the elevator tower at the front entrance of Clover Park. The piece consists of the upper half of an apple with the New York city skyline above a rectangular sign for the Mets baseball team. The sculpture extends downward into a waterfall effect using blue and orange quadrilateral shapes.

**Condition:** Excellent. Observed from ground

B-121



Priority: Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Confirmation of materials, dimensions, and conditions with close access.	Aerial Lift/Scaffolding
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 118. Overall photo (Photo by EverGreene, October 2022).



<b>Sculpture/Title:</b>	<i>Relate</i>
<b>Artist:</b>	Michael Szabo
<b>Public Art Plan #:</b>	27
<b>Date:</b>	2020
<b>Date Assessed:</b>	Oct. 12, 2022
<b>Location:</b>	Roundabout at Intersection of NW Bayshore Blvd and NW Selvitz Rd Exterior
<b>GPS Coordinates:</b>	27°20'4.4" N 80°22'0.3" W,
<b>Orientation:</b>	Northwest
<b>Sculpture Materials:</b>	Stainless Steel, Cast Bronze
<b>Base Materials:</b>	Concrete
<b>Overall Dimensions:</b>	240" x 72" x 72" (H x W x D)

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**Description:**

A mixed-metal sculpture consisting of three curved uprights embedded in a painted concrete base. The exterior-facing elements of the sculpture are composed of stainless-steel, with the interior-facing elements composed of cast bronze, showing green stripe patination details. There is a small bronze plaque mounted into the side of the concrete base. The sculpture is located at the center of an island in a roundabout.

B-124

**Condition:** Good

**Condition Summary:**

This sculpture appears to be in good condition. There is dirt or sand towards the base of the vertical sculpture. The caulking or sealant between the concrete base and metal upright is failing, creating gapping. The bronze plaque appears in good condition with no notable staining or damage. There is dirt or sand toward the bottom edge of the concrete base, but it exhibits no apparent cracks, staining, or damage.

**Priority:** Low

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Determine location of weep holds and water drainage, assess welded joints between metals on sculpture, determine green striping material.	Aerial Lift/Scaffolding
General Cleaning	Dry brush sculpture to remove surface debris and dirt. Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent
Remove sealant	Remove failing sealant on embedded base joints/ Re-caulk	Conservation grade sealant

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent	Annual
Site Maintenance	Keep surrounding area clear of debris		Weekly/Bi-weekly
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and		As maintenance is completed

	before and after photographic documentation for continual maintenance reference.		
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Figure 119. Overall photo (Photo by EverGreene, October 2022).



Figure 120. Sealant failure at the base of one of the metal uprights (Photo by EverGreene, October 2022).



Figure 121. Dirt or sand accumulation at the bottom of the concrete base (Photo by EverGreene, October 2022).



**Sculpture/Title:** *Veranda Sails*  
**Artist:** David Harber  
**Public Art Plan #:** 28  
**Date:** 2020/21  
**Date Assessed:** Oct. 12, 2022  
**Location:** 272 SW Lama Ave  
Exterior  
**GPS Coordinates:** 27°12'44" N 80°18'55" W,  
10 ft Elevation  
**Orientation:** Northwest  
**Materials:** Steel  
**Overall Dimensions:** 384" x 432" x 432"

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**Description:**

A large abstract sculpture depicting 3 sails with a mast located at the center. Mirrored panels make up the body of the sails. Each sail is supported by two curving poles which are capped with steel balls at their bases where they intersect the ground. The sculpture is located at a roundabout in the Veranda Preserve neighborhood and a separate dedication plaque is a short distance away on a walking path outside of the roundabout. The plaque is mounted on a stone pedestal.

**Condition:** Good

B-127



**Condition Summary:**

This sculpture appears to be in good condition with minor damages identified. One of the southeast facing ground balls on a sail was cracked open. On the pole just above the cracked ball, there appears to be a small horizontal fissure which exhibits mild corrosion product. Indications of additional corrosion were identified in other localized areas on the surface of the poles. Insect nesting and dirt buildup were noted on the reverse of several of the mirrored panels as well as around corners and joints of intersecting component pieces.

**Priority:** Medium

**Conservation Treatment Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials
Site Inspection	Determine fabrication methods and materials.	
General Cleaning	Detergent cleaning and low pressure washing of sculpture and base (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent Aerial Lift/Elevated working platform
Passivate Rust Staining	Clean affected areas using a mild acid solution.	Mild acid solution Abrasive pads

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment/Materials	Frequency
Fix/Replace ball			One-Time
Conditions Check	Visual inspection from ground.	Camera	Annual
General Cleaning	Detergent cleaning and low pressure washing of sculpture (<500 psi).	Low pressure washer Filtered water Scrub brush Non-Ionic detergent	Annual
Treatment Report	Develop a complete record of treatment including an initial conditions assessment, products used, and before and after photographic documentation for continual maintenance reference.		As maintenance is completed



Figure 122. Overall photo (Photo by EverGreene, October 2022).



Figure 123. Cracked open ball at the base of one of the sails. There is visible corrosion on the pole extending from it (Photo by EverGreene, October 2022).



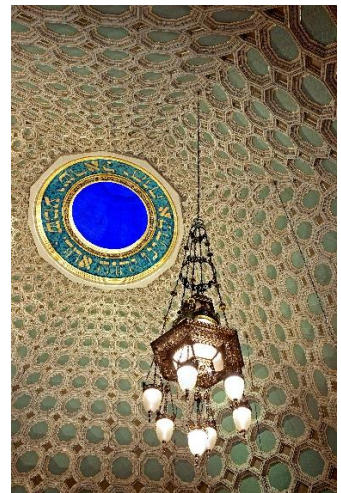
Figure 124. Corrosion at the joint of two poles (Photo by EverGreene, October 2022).



Figure 125. Insect nesting on the reverse of one of the mirrored panels (Photo by EverGreene, October 2022).



Figure 126. Accompanying bronze plaque to the metal sculpture (Photo by EverGreene, October 2022).



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**CITY OF PORT ST. LUCIE  
SAMPLE CONTRACT #20240059  
ATTACHMENT C**

**(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)**

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 \_\_\_\_\_, 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 licensed 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: TBD

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](mailto: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](mailto: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 Fed-Ex 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.

**SECTION IV**  
**TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_ and will terminate two (2) calendar years thereafter on \_\_\_\_\_. The Contractor will be required to commence work under this Contract within ten (10) 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 on a per unit price basis listed on Schedule "A" for a total amount of \$\_\_\_\_\_. Payments will be disbursed in the following manner:

**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](mailto: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 1<sup>st</sup> through September 30<sup>th</sup>.

**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

CONTRACTOR

By: \_\_\_\_\_  
Purchasing Agent

By: \_\_\_\_\_  
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is [ ] personally known to me, or who has [ ] produced the following identification:

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires:

NOTARY SEAL/STAMP

**CONTRACTOR'S GENERAL INFORMATION WORK SHEET**  
**eRFP #20240059**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
(Location)

Name of Organization/Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? \_\_\_\_\_

2. Firm's name and main office address, telephone, and fax numbers

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

3. Contact person: \_\_\_\_\_ Email: \_\_\_\_\_

4. Firm's previous names (if any). \_\_\_\_\_

5. How many years has your organization been in business? \_\_\_\_\_

6. Total number of staff at this location: \_\_\_\_\_ Total number of staff on the Treasure Coast: \_\_\_\_\_

7. Is the Firm a minority business: YES / NO

If no, is your company planning to implement such a program? \_\_\_\_\_

8. List the license(s) that qualifies your firm to construct this project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued

10. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( )                      No ( )

If yes, please explain:

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11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

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(N/A is not an acceptable answer - insert lines if needed)

12. List any judgments from lawsuits in the last five (5) years:

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(N/A is not an acceptable answer - insert lines if needed)

13. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

---



---

(N/A is not an acceptable answer - insert lines if needed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**NOTICE TO ALL PROPOSERS:**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Nadia Tourjee, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Nadia Tourjee, Procurement Contracting Officer I with the Procurement Management Department via e-mail [NTourjee@cityofpsl.com](mailto:NTourjee@cityofpsl.com), or by phone 772-871-5224. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: \_\_\_\_\_

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

Company and Job Title: \_\_\_\_\_

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



**e-BID #20240059**  
**CONTRACTOR'S CODE OF ETHICS**

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards, and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent, and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item, or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence, or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental,



occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment, and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



**E-Verify Form**

**Supplier/Consultant acknowledges and agrees to the following:**

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

**E-Verify Company Identification Number** \_\_\_\_\_

**Date of Authorization** \_\_\_\_\_

**Name of Contractor** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

**Solicitation Number  
(If Applicable)** \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**PORT ST. LUCIE**  
HEART OF THE TREASURE COAST

**NON-COLLUSION AFFIDAVIT**  
**E-RFP #20240059**  
**Public Art Conservation**

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name/s)

1. They are \_\_\_\_\_ of \_\_\_\_\_ the Proposer that  
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_



STATE OF FLORIDA }  
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* \_\_\_\_\_

by: \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Commission No. \_\_\_\_\_

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

Notary Signature: \_\_\_\_\_



**PORT ST. LUCIE**  
HEART OF THE TREASURE COAST

**DRUG-FREE WORKPLACE FORM**  
**E-RFP #20240059**  
**Public Art Conservation**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date