

**PROFESSIONAL SERVICES AGREEMENT (SHORT FORM)**  
**CONTRACT NO. PSA 2022-010**  
**Art Conservators Lab, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Coral Gables (hereinafter called the "CITY"), and Art Conservators Lab, LLC, (hereinafter called the "CONTRACTOR").

In accordance with the exemption of the Procurement Code set forth in Section 2-607(14), and in consideration of the promises and the mutual covenants herein contained, the CITY agrees to retain the CONTRACTOR for the term specified herein.

1. **Services.** The CONTRACTOR agrees to perform as an independent contractor all the services described herein in the scope of services set forth in Exhibit 1 hereto (the "Services").

a. **Changes in Services.** This Agreement cannot be modified except by written Change order (issued on CITY'S form) signed by both parties, and CONTRACTOR shall not rely on any alleged verbal or written statement to the contrary. If the CONTRACTOR believes it is entitled to additional compensation or additional time to perform its Services, CONTRACTOR shall notify CITY of such claim within twenty one (21) days of the event giving rise to the claim, or it shall be deemed waived by the CONTRACTOR .

b. **Subcontractors/Assignment.** If CONTRACTOR desires to utilize the services of subcontractors or other third parties not identified in the Scope of Services attached as Exhibit 1, such persons or parties must be approved in advance by the CITY. The CITY agrees to provide such approval, to be determined by the CITY, within fourteen (14) days of the CONTRACTOR'S request. All agreements entered into with subcontractors by CONTRACTOR shall contain a provision binding the subcontractor to the terms of this Agreement. The duties and obligations of the CONTRACTOR under this Agreement may not be delegated to any other person or party, and the rights and privileges of CONTRACTOR under this Agreement may not be assigned to any other person or party. It is understood that a sale of the majority of the stock or partnership shares of the CONTRACTOR, a merger, bulk sale, or an assignment for the benefit of creditors, shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior CITY approval. Notwithstanding anything to the contrary herein, any transfer, pledge, sale, assignment, or delegation without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement. The CITY may assign its rights, together with its obligations hereunder.

2. **Schedule.** Time is of the essence of this Agreement. CONTRACTOR agrees to perform the Services in accordance with a schedule reasonably established by CITY after consultation with CONTRACTOR, or as specifically set forth in Exhibit 1.

3. **Payment.** Unless otherwise provided in Exhibit 1, the CONTRACTOR shall be paid in a sum not to exceed \$167,000 in accordance with Exhibit 2 (Fee Schedule) upon satisfactory completion of and acceptance by the CITY of the Services. Reimbursable expenses may be applied for applicable permit fees.

4. **Independent Contractor.** The CONTRACTOR acknowledges entering into this Agreement as an independent contractor, and the CONTRACTOR shall therefore be responsible for the deposit and

payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to CONTRACTOR'S services, or those of employees of the CONTRACTOR. The CITY shall not withhold from sums payable to the CONTRACTOR, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The CONTRACTOR, its employees or agents, will not be considered as employees of the CITY or entitled to participate in plans, distributions, arrangements or other benefits extended to the CITY employees. The CONTRACTOR is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the CITY and CONTRACTOR. The CONTRACTOR has no authority to bind the CITY to any promise, debt, default, or undertaking. The CONTRACTOR and the CITY agree that it is not intended that any provision of the Agreement establish a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

5. **Indemnification and Hold Harmless.** Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, CONTRACTOR shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, CONTRACTORS, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of CONTRACTOR, any subCONTRACTOR, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and CONTRACTOR's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when CONTRACTOR (or any subCONTRACTOR or any person or organization directly or indirectly employed by CONTRACTOR) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of CONTRACTOR to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject CONTRACTOR to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

In any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, CONTRACTORS, agents, or employees by any employee of CONTRACTOR, any subCONTRACTOR, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such subCONTRACTOR or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

6. **Insurance.** Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Labor Relations Department has developed the following insurance

requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public. Consequently, prior to commencing work, the CONTRACTOR shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

### **INSURER REQUIREMENTS**

The CONTRACTOR shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

### **TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT**

**Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the CONTRACTOR and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A  
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B  
\$500,000 Limit - Each Accident  
\$500,000 Limit - Disease each Employee  
\$500,000 Limit - Disease Policy Limit

**Commercial General Liability Insurance** written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000  
Fire Damage Limit (Damage to rented premises) - \$100,000  
Personal & Advertising Injury Limit - \$1,000,000  
General Aggregate Limit - \$2,000,000  
Products & Completed Operations Aggregate Limit - \$2,000,000

**Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

Uninsured and Underinsured motorist coverage with limits of not less than \$100,000 per accident

**MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):**

**Workers Compensation**

The standard form approved by the State of Jurisdiction

**Commercial General Liability**

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

**Commercial Auto Liability**

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

**REQUIRED ENDORSEMENTS**

**In addition to being stated on the Certificate of Insurance, the following endorsements with City approved language**

Additional insured status provided on a primary & non-contributory basis (except for Workers Compensation Insurance and Professional Liability)

Waiver of Subrogation for all required insurance coverages.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES  
INSURANCE COMPLIANCE  
P.O. Box 100085 – CE  
Duluth, GA 30096

**All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.**

## **HOW TO EVIDENCE COVERAGE TO THE CITY**

**The following documents must be provided to the City;**

A Certificate of Insurance containing the following information:

Issued to entity contracting with the City

Evidencing the appropriate Coverage

Evidencing the required Limits of Liability required

Evidencing that coverage is currently in force

Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City

**All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf.**

**The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.**

The city reserves the right to require additional insurance requirements **at any time during the course of the agreement.**

## **WAIVER OF INSURANCE REQUIREMENTS**

Should a bidder not be able to comply with any insurance requirement, for any reason, the bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division.

CONTRACTOR is encouraged to review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

All insurance documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com) and copy to [druiz@coralgables.com](mailto:druiz@coralgables.com). Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance  
Phone: (951) 652-2883.

Fax: (770) 325-0417  
Email: [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com)

When submitting Professional, Contractor and/or Vendor evidence of insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables  
Insurance Compliance  
P.O. Box 100085 – CE  
Duluth, GA 30096

7. **Standard of Care.** The CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and the CONTRACTOR shall, at no additional cost to the CITY, re-perform services which fail to satisfy the foregoing standard of care. The CONTRACTOR shall be responsible for the quality of all services performed by subCONTRACTORS or other third parties retained by CONTRACTOR. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

8. **Compliance with Applicable Law.** In performance of the services, the CONTRACTOR will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards, including but not limited to, compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements. It shall be the responsibility of the CONTRACTOR to obtain and maintain, at no cost to the CITY, any and all license and permits required to complete the services provided pursuant to this Agreement. CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers and employees from and against any sanctions and any other liability which may be assessed against CONTRACTOR or CITY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9. **Equal Opportunity.** It is understood that the CONTRACTOR shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for immediate termination of the contract without liability to the CITY or its employees.

10. **Policy Regarding Conduct.** All contractors, including CONTRACTOR, its employees, agents and subcontractors, must abide by the CITY'S policies regarding conduct. Violations of CITY policies will not be tolerated and are grounds for termination of the contract without liability to the CITY or its employees.

11. **Conflict of Interest.** Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The CONTRACTOR agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the CONTRACTOR and full disclosure of the nature and extent of the proposed representation, the City Manager shall have the authority to authorize such representation during the term of this Agreement.

12. **Confidentiality.** Subject to the requirements of Chapter 119 of the Florida Statutes, the CONTRACTOR agrees that any information received by the CONTRACTOR for the CITY and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations, and that no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the CITY.

13. **Ownership of Documents.** All right, title, and interest in and to all work performed under this Agreement, including without limitations all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the CONTRACTOR or sub-CONTRACTORS, shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY; provided that any materials used by the CONTRACTOR and any sub-CONTRACTORS for which a patent or copyright protection has previously been secured by them shall remain the property of the CONTRACTOR or sub-CONTRACTORS. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the CITY's use.

14. **Notice.** Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or rejected, or three (3) calendar days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as the City of Coral Gables shall be to:

City Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134

cc: City Attorney

Notice as to CONTRACTOR shall be to:

Viviana Dominguez  
Art Conservators Lab, LLC  
2001 Biscayne Blvd., Unit 2606  
Miami, FL 33137

15. **Most Favored Public Entity.** CONTRACTOR represents that the prices charged to CITY in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If CONTRACTOR'S prices decline, or should CONTRACTOR, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the CITY.

16. **Termination.** The CITY may terminate this Agreement without cause at any time by providing written notice to CONTRACTOR, and may terminate this Agreement for cause by providing thirty (30) days written notice to CONTRACTOR. In the event of a termination for cause, due to CONTRACTOR'S failure to perform in accordance with the terms of this Agreement, CONTRACTOR shall be paid any sums otherwise due and owing under this Agreement only after CITY has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to CITY, from any contract balance otherwise due and owing to CONTRACTOR under this Agreement. In the event of a termination for convenience, the CONTRACTOR shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights), and CONTRACTOR shall not be entitled to any other compensation or damages from CITY. If, after notice of termination for cause, it is determined for any reason that the CONTRACTOR was not in default, the rights and obligations of the CITY and CONTRACTOR shall be the same as though the termination had been a termination for convenience. In no event shall the CITY be liable to the CONTRACTOR for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and CONTRACTOR hereby waives same. The CONTRACTOR may terminate this Agreement due to the CITY'S failure to comply with the material terms of this Agreement after giving CITY thirty (30) days' notice of its default and an opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the CONTRACTOR or sub-CONTRACTORS, whether finished or not, shall become CITY property. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by the CONTRACTOR until all documentation is delivered to the CITY.

17. **Waiver of Consequential Damages.** CONTRACTOR waives claims against the CITY for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by CONTRACTOR.

18. **Sovereign Immunity.** CONTRACTOR acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by CONTRACTOR against the CITY other than claims arising out of this Agreement. Specifically, the CONTRACTOR acknowledges that it cannot and will not assert any claims against the CITY, unless the claim is based upon a breach by the CITY of this Agreement. Further, the CONTRACTOR recognizes the CITY is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the CITY's exercise of that regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The CONTRACTOR acknowledges that it has no right and will not make claim based upon any of the following:



- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, CONTRACTORS, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and CONTRACTOR.

19. **Force Majeure.** Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term “Force Majeure” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action, but shall not include financial inability of the CONTRACTOR. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure, give written notice to the other party describing the circumstances and Force Majeure preventing continued performance of the obligations of this Agreement.

20. **Financial records.** The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. CONTRACTOR agrees that CITY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by CONTRACTOR at a location in Miami-Dade County, Florida; provided that if any such material is located outside Miami-Dade County, then, at CITY’S option CONTRACTOR shall pay CITY for travel, per diem, and other costs incurred by CITY to examine, audit, excerpt, copy or transcribe such material at such other location. In the event that an audit is conducted by CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR, then CONTRACTOR shall file a copy of the audit report with the CITY’S Auditor within thirty (30) days of CONTRACTOR’S receipt thereof, unless otherwise provided by applicable Federal or State law. CITY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

21. **Miscellaneous.**

- a. **Modification.** This agreement may not be amended or modified unless in writing and signed by both parties.
- b. **Availability of funds.** The obligations of the CITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.
- c. **Conflict of Interest.** CONTRACTOR covenants that no person employed by the CONTRACTOR which exercises any functions or responsibilities in connection with

this Agreement has any personal financial interests direct or indirect with the CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of CONTRACTOR or its employees must be disclosed in writing to CITY. CONTRACTOR is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

- d. **Background check/Drug and Alcohol Policy.** CONTRACTOR agrees that all of its employees performing work on CITY property may be subject, at the CITY's discretion, to an annual "Level 2" background investigation in accordance with Chapter 435.04 of the Florida Statutes. If the CITY in its discretion determines that a specific employee of the CONTRACTOR should not perform work on CITY property, the CONTRACTOR will ensure that such employee does not perform work on CITY property. CONTRACTOR agrees to comply with the CITY's drug and alcohol policy. The CITY may waive all or part of this subsection d., in its discretion.
- e. **Federal and State taxes.** The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY'S Tax Exemption Number in securing such materials.
- f. **Entirety of agreement.** The CITY and the CONTRACTOR agree that this Agreement, as amended from time to time, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications, written or oral, between the CITY and the CONTRACTOR pertaining to the services. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.
- g. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.
- h. **Waiver.** A waiver by either the CITY or the CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- i. **Severability.** If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

- j. **Governing law and venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.
- k. **Joint preparation.** Preparation of this Agreement has been a joint effort of the CITY and the CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- l. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.
- m. **Public Records Law, Florida Statutes Chapter 119.** Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. CONTRACTOR acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. CONTRACTOR also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, CONTRACTOR agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

**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 305-460-5210, [cityclerk@coralgables.com](mailto:cityclerk@coralgables.com), 405 Biltmore Way, First Floor, Coral Gables, FL 33134.**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

Approved as to insurance:

AS TO CITY:

\_\_\_\_\_  
David Ruiz  
Risk Management Division

\_\_\_\_\_  
Peter J. Iglesias, P.E.  
City Manager

Approved by  
Department Director or head of  
negotiations team as to  
the negotiated business terms

\_\_\_\_\_  
n/a  
Assistant City Manager

\_\_\_\_\_  
Warren Adams  
Historical Resources & Cultural Arts

ATTEST:

Approved as to compliance with  
applicable procurement requirements:

\_\_\_\_\_  
Billy Y. Urquia  
City Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Celeste S. Walker  
Procurement Officer

\_\_\_\_\_  
Miriam Soler Ramos  
City Attorney

Approved as to funds appropriation:

\_\_\_\_\_  
Diana M. Gomez  
Finance Director

ATTEST:

AS TO CONTRACTOR:

\_\_\_\_\_  
Corporate Secretary  
Print Name: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
President  
Print Name: \_\_\_\_\_

(OR)  
WITNESSES (2):

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

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

# EXHIBIT 1

scope of services  
& schedule

DRAFT

SCOPE OF SERVICES: PUBLIC ART RESTORATION  
**Coral Gables Public Art Collection**

**Project Description:**

Restoration treatment of public artworks in the City's collection.

Professional restoration team will restore and stabilize public artworks as noted on the attached assessment, resulting in a condition that is easily maintained to keep the City's public artworks in their best condition.

WORK MAY INCLUDE, BUT NOT BE LIMITED TO:

- 1. Restoration treatment following the attached Condition Assessment.**
- 2. Restoration treatment description to include:**
  - a. Personnel
  - b. Material
  - c. Equipment
  - d. Any and All related expenses
  - e. MOT if required
  - f. Insurance and permits as required by the City (City to assist with permits)
  - g. Photo documentation before and after restoration
- 3. Schedule, noting the priority listed in the attached Condition Assessment**
- 4. Recommended Maintenance following restoration, including instructions and materials for regular care that may be followed by City staff or others**
- 5. Recommended Maintenance schedule following restoration**
- 6. Upon completion, a report including, but not limited to:**
  - a. Restoration method and materials
  - b. Photo documentation as noted above
  - c. Recommended Maintenance as noted above
  - d. Recommended Maintenance schedule as noted above

SCHEDULE: PUBLIC ART RESTORATION  
**Coral Gables Public Art Collection**

January, 2022	Full Execution of Agreement
February - March, 2022	Research and Testing as needed; securing of permits
April - July, 2022	treatment with photographic evidence provided
August - September, 2022	Documentation and Treatment Reports

The Contract Administrator will schedule and coordinate a substantial completion inspection after receiving notification from the Contractor that all the Contractor's contractual obligations related to the restoration of the Work has been satisfied and that the Work is substantially complete in accordance with the contract documents and that the Work is available for substantial completion inspection. The inspection will be conducted by the Contract Administrator or designee, the Contractor (if applicable), and other relevant personnel, at least five (5) business days before the final completion inspection. If the Work is substantially complete, any known deficiencies shall be identified in a substantial completion inspection report and a punch list shall be prepared therefrom. Copies of the report and punch list shall be provided to the Contractor within five (5) business days after the inspection. All conditions and requirements of permits and regulatory agencies must have been satisfied for substantial completion to be achieved; however, such satisfaction shall not be determinative of the achievement of substantial completion.

Any and all deficiencies noted on the substantial completion inspection report and punch list shall be promptly corrected and completed by the Contractor. The Contract Administrator will schedule and coordinate a Final Completion inspection after receipt of notification from the Contractor that all noted deficiencies have been corrected and completed, that construction and installation of the Work is complete in accordance with the contract documents, and that the substantial completion inspection report is available for final inspection by City. The final inspection will be conducted within five (5) business days after notification.



**EVERGREENE**  
Architectural Arts

**CORAL GABLES PUBLIC ART  
CONDITION ASSESSMENT  
MIAMI, FLORIDA**



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## INTRODUCTION

### EXECUTIVE SUMMARY

Conservation Solutions, a Division of EverGreene Architectural Arts, Inc. (EverGreene) was retained by the City of Coral Gables to conduct an assessment of 14 public artworks in Coral Gables, located in Miami, FL. (Figure 1). The purpose of the assessment is to document existing conditions, with the objective of identifying appropriate conservation treatments and repairs. EverGreene carried out field work on February 22-26, 2021. The surveyed artworks date from the 1970s – 2018<sup>1</sup> and include memorials, sculptures, signage, and a fountain.

Management oversight was supplied by Vice President and Principal Conservator Mark Rabinowitz and Senior Conservator and Director of Conservation Kelly Caldwell. Field investigations were conducted by Conservator Emma Kousouris.

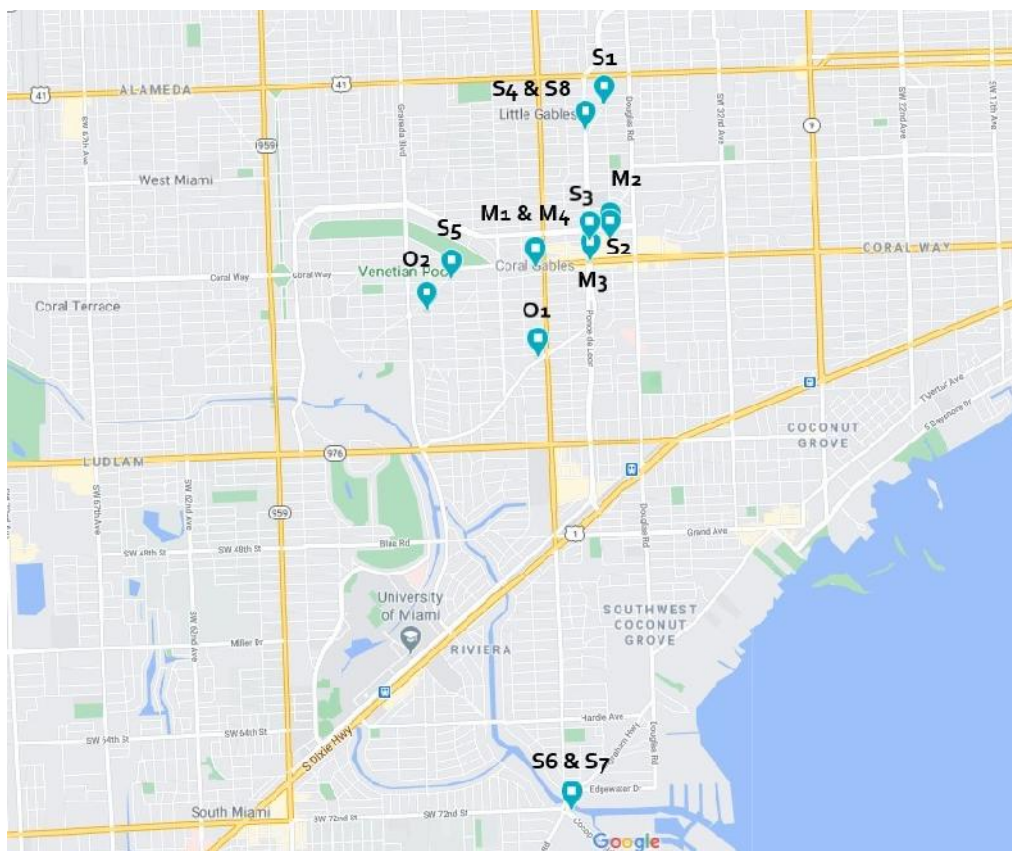


Figure 1. Map view of Coral Gables, showing the locations of the public artworks. See Table 1 for artwork ID numbers. (Image courtesy of Google Maps, 2021)

<sup>1</sup> Two objects have unknown fabrication dates but were installed in their current locations in the 1970s.

General treatment recommendations for each object were developed based on the findings of the condition assessment. Conservation treatment recommendations include cleaning and repair, as well as preventive treatments and ongoing maintenance. This report is organized to include overall conditions and treatment recommendations as well as cost estimates for the 14 artworks surveyed. The report also includes detailed individual condition assessments and specific recommendations for each object in Appendix A at the end of this document.

The overall condition and consequent treatment priority level for each object assessed is summarized in Table 1 below:

**Table 1. Condition Assessment Summary**

ID#	Artist	Title	Location	Overall Condition	Treatment Priority
M1	Rafael Barrio	Pause <sup>2</sup>	City Hall	Good	Medium
M2	Jean Ward	Tuxedo	Pittman Park	Good	Medium
M3	Hank Willis Thomas	"The Truth is I Welcome You"	Miracle Mile	Excellent	Low
M4	David Hayes	Quadrapped #2	City Hall	Fair	Medium
O1	The Cracking Art Group	Regeneration (Art Snail)	War Memorial Youth Center	Good	Medium
O2	Various	9 Venetian Posts <sup>3</sup>	Venetian Pool & War Memorial Youth Center	Good	Low
S1	Marc Andries Smit	Jose Marti	Freedom Plaza	Fair	Medium
S2	Sibylle Pasche	Coral Forest	Giralda Ave. & Galiano St.	Good	Low
S3	Sibylle Pasche	Secrets of the Sea	Giralda Ave. & Ponce de Leon Blvd.	Good	Low
S4	Unknown	Fountain of Youth (Four Horses)	Ponce de Leon Park	Poor	High
S5	R & R Studios	Midsummer Night's Dream	Balboa Plaza	Good	Medium
S6	Hector Lombana	Shoes	Cartagena Circle	Poor	High
S7	Leonel Matheu	Vessel	Cartagena Circle	Good	Low
S8	Unknown	Juan Ponce de Leon	Ponce de Leon Park	Poor	High

<sup>2</sup> *Exuberant Pink* by Hank Willis Thomas was removed from the assessment scope and *Pause* was added to the scope. This switch occurred at the time of the assessments.

<sup>3</sup> Originally 12 Venetian Posts were included in the assessment scope, but only 9 Venetian Posts were assessed at the direction of the City of Coral Gables.

## METHODOLOGY

### Conditions Survey

EverGreene was on site from February 22-26, 2021 during which time condition surveys of 14 artworks was conducted. Visual and tactile surveys were conducted from ground level. Each artwork was measured, examined, and photographed to detect and record deterioration including, structural problems, evidence of previous repairs, and localized areas of weakness or material deficiency.

The objects were evaluated with a standardized list of condition terms. The condition terms 'Excellent', 'Good,' 'Fair,' and 'Poor,' are assigned based on specific criteria that rate the artwork's preservation needs. This system serves to prioritize the response to assessment recommendations based on treatment priority. Priority is assigned based on a scale developed by the conservator's assessment of the collection as a whole. Priority level also factors the artifact's age, usage, maintenance history and other considerations, in addition to its physical state during the assessment. The ranking takes into account the object, element or structure's current condition, previously known preservation campaigns, and the likelihood of further deterioration. 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	Object/site appears stable; shows very few or normal signs of wear such as minor scratches, abrasions, stains, or minimal dirt and grime. Object/site only requires routine checks.	Maintenance required
Good	Object/site appears stable; shows few or normal signs of wear such as minor scratches, abrasions, stains, or minimal dirt and grime; damage is not to an extent that could be considered disfiguring. Object/site only requires routine checks.	Future Treatment/ Stabilization and Monitoring Required
Fair	Object/site may be damaged or disfigured in some way and is generally stable (may have minor active deterioration); damage or deterioration is inactive, and object is expected to stay in its present condition if stored/maintained properly. e.g., UV damage, regular checks or washing.	Treatment/ Stabilization Required
Poor	Object/site 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.	Urgent Treatment/ Stabilization Required

Treatment priority is evaluated based on observed conditions, health and safety concerns, accessibility, location of the artwork, and understanding of its material composition. The scale ranges from Low, and Medium, to High.

Based on this assessment, the treatment priorities of the 14 artworks in this collection are:

**Table 3. Priority Levels**

Priority	2021 assessment
Low	5
Medium	6
High	3

**Low:** The work is in generally very good condition as it is and does not require immediate attention for it to remain in that condition.

**Medium:** The work displays some material deterioration and/or aesthetic issues that should be addressed in order to return it to a more stable and visually appropriate condition. The work is not in any imminent danger of significant loss.

**High:** The condition of the work is such that it presents the imminent danger of significant loss or accelerated deterioration if treatment is not performed. Along with this, it may present life- safety issues that require immediate redress.

### Archival Research

Comprehensive archival research was not included in the scope of this project. Limited research was confined to web-based resources, including the official websites of The City of Coral Gables, and primary resources provided by the City of Coral Gables.

The City Coral Gables provided documentation on the 14 artworks. The documentation provided is listed below and is referenced within the individual assessment reports in Appendix A.

**Table 4. Documentation**

ID#	Artist	Title	Prior Documentation
<b>M1</b>	Rafael Barrio	Pause	Res 2019-246; R.Barrios
<b>M2</b>	Jean Ward	Tuxedo	Final Report of condition assessment prior to restoration; Summary Information for all Jean Ward works, Tuxedo is included
<b>M3</b>	Hank Willis Thomas	"The Truth is I Welcome You"	The Truth is I Welcome You: Appendix B; A
<b>M4</b>	David Hayes	Quadrapped #2	Quadrapped #2: Maintenance and Conservation pdf
<b>O1</b>	The Cracking Art Group	Regeneration (Art Snail)	Letter accepting donation; about Cracking Art Group; about Art Snails

<b>O2</b>	Various	9 Venetian Posts	Venice in the Gables, 10 Venetian Posts: 00 Venice in the Gables
<b>S1</b>	Marc Andries Smit	Jose Marti	Jose Marti maintenance notes from the artist; Jose Marti doc
<b>S2</b>	Sibylle Pasche	Coral Forest	20191020_Pasche; CG Catalog Forms; 00 Maintenance Schedule
<b>S3</b>	Sibylle Pasche	Secrets of the Sea	20191020_Pasche; CG Catalog Forms; 00 Maintenance Schedule
<b>S4</b>	Unknown	Fountain of Youth (Four Horses)	Fountain of Youth doc.
<b>S5</b>	R & R Studios	Midsummer Night's Dream	07 Balboa
<b>S6</b>	Hector Lombana	Shoes	RLA Conservation Treatment Report
<b>S7</b>	Leonel Matheu	Vessel	Certificate of Authenticity; Commission Cover; 15 671 Cartagena Plaza Sculpture, base plans
<b>S8</b>	Unknown	Juan Ponce de Leon	Bust of Juan Ponce de Leon

## CONDITION ASSESSMENT

The 2021 assessment included 14 objects (listed in Table 5). Individual assessments of each object are included in Appendix A at the end of this document. Overall, the surrounding sites are well maintained. These 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 a certain extent, 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 artworks. Currently, *Midsummer Night's Dream* has received damaging affects from the banyan tree on the site. A vine from the tree has penetrated the north west lamp post and is growing and expanding within the lamp post which has caused minor deformation. *Regeneration* and *Midsummer Night's Dream* are placed directly on the ground without a base which requires the maintenance crews to get very close to these artworks to maintain the site. The damage found at the base of *Regeneration* was likely caused by the maintenance of the surrounding grass.

The frequent rain washing and high humidity have aided in corrosion of metal elements. Corrosion and metallic staining were found on *Pause*, *Tuxedo*, *The Truth is I Welcome You*, *Quadruped #2*, *Jose Marti*, *Fountain of Youth*, *Shoes*, and *Juan Ponce de Leon*.

All artworks are accessible by the public and thus are left vulnerable to human interaction, such as, graffiti and damage and overall wear from climbing, sitting, and touching. There is visible damage (intentional and/or unintentional) from human interaction on *Regeneration*, *Venetian Posts*, *Jose*

*Marti, Coral Forest, and Secrets of the Sea.*

**Table 5. Object Materials**

EAA#	Title	Material	Base/platform Material
M1	Pause	Steel, painted	concrete
M2	Tuxedo	Steel, painted	concrete
M3	"The Truth is I Welcome You"	Acrylic & Steel Signs	lamp post
M4	Quadrapped #2	Recycled steel, painted	concrete
O1	Regeneration (Art Snail)	Recycled Plastic	none
O2	9 Venetian Posts	Painted Fiberglass	concrete
S1	Jose Marti	Bronze, Marble & Granite	marble
S2	Coral Forest	Carrara Marble	concrete
S3	Secrets of the Sea	Carrara Marble	pavers
S4	Fountain of Youth (Four Horses)	Italian marble & Concrete basin	concrete
S5	Midsummer Night's Dream	Oolite veneer	none
S6	Shoes	Cast Concrete	concrete
S7	Vessel	Marble	concrete
S8	Juan Ponce de Leon	Cast stone, painted	oolite

## RECOMMENDATIONS

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

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.

At any location where a color matched material is required for repair, a sample should be submitted and approved prior to implementation. The artist of each artwork should be consulted (if possible) prior to implementing the recommended conservation treatment work.

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## GENERAL PROCEDURES FOR METAL RECOMMENDATIONS

### General Cleaning Procedures for Metal Elements

1) Surfaces should be cleaned with clean, filtered water and a conservation detergent (i.e. Surfonic JL 80X detergent diluted 3-5% in a warm water solution) 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 cleaning as needed. In the event that the existing coating is failing, the coatings should be removed. In the case of corrosion, determine if it is a sign of deterioration or a part of the design and intended appearance. On these specific elements in the Coral Gables Collection, corrosion is a sign of deterioration. It should be removed, and the source of the corrosion addressed.

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 doing inadvertent damage and to make sure that the surface is properly prepared for next steps, like applying coatings.

### General Coating Procedures

Coatings (lacquer, paint, wax, etc.) provide a means of resisting further degradation of the metal surfaces and 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 City historic preservation officer(s) regarding historical coatings. 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

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 particular metal surface. Check for holidays (i.e. 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 and considered for repainting/touch-ups. Touch-ups should be performed as necessary and, at a minimum, annually as the paint actively serves as a protective coating to the metal and without it the metal surface beneath is likely to begin corroding. 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 City historic preservation officer(s) 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 an anionic detergent (i.e Orvus) will be applied to pre-wetted masonry surfaces. Care should be taken to ensure that all surfaces were 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.

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 color-matched mortar mix (i.e. Cathedral Stone Products or St. Astier Lithomex, Voidspan); depending on the size 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 winter. 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.

#### IV. COST ESTIMATE

Table 6 below outlines cost estimates for conservation treatments of the selected artworks. 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.

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.

**Table 6. Cost Estimates by Object**

ID#	Public Art Title	Treatment Priority	2021 Base Scope Treatment Cost
M1	Pause	Medium	\$8,000
M2	Tuxedo	Medium	\$8,000
M3	"The Truth is I Welcome You"	Low	\$10,000
M4	Quadraped #2	Medium	\$8,000
O1	Regeneration (Art Snail)	Medium	\$11,000
O2	9 Venetian Posts	Low	\$8,000
S1	Jose Marti	Medium	\$14,000
S2	Coral Forest	Low	\$8,000
S3	Secrets of the Sea	Low	\$5,000
S4	Fountain of Youth (Four Horses)	High	\$45,000
S5	Midsummer Night's Dream	Medium	\$9,000
S6	Shoes	High	\$19,000
S7	Vessel	Low	\$6,000
S8	Juan Ponce de Leon	High	\$8,000
<b>TOTAL</b>			<b>\$167,000</b>
<b>Mobilization (x1)*</b>			<b>\$6,000 - \$10,000</b>

\*Please note that \$6,000 - \$10,000 covers the cost of one mobilization and project management costs. If treatment requires multiple mobilizations, additional mobilization costs should be applied. The cost for one mobilization includes transportation, shipment of materials and supplies, and set-up costs.

## **APPENDIX A: CONDITION ASSESSMENT SHEETS**

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



<b>Sculpture/ Title:</b>	<i>M1- Pause</i>
<b>Artist:</b>	Rafael Barrio
<b>Coral Gables #:</b>	unknown
<b>Year Created:</b>	2019
<b>Date Assessed:</b>	February 22,2021
<b>Location:</b>	City Hall, Coral Gables
<b>Materials:</b>	Stainless-steel, coated
<b>Overall Dimensions:</b>	Sculpture: 15'7" x 10' 10" Base: 32" x 32" Concrete pad: 72" x 72"

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**Description:**

This stainless-steel sculpture is situated on a small grassy triangle in the middle of a busy vehicular intersection just outside of the Coral Gables City Hall. The sculpture is easily accessible by the public. It is constructed of four long slightly concave shapes that create an illusion of 3 dimensional prisms. The entire piece is slightly concave. It sits on a coated, stainless-steel base bolted to a concrete pad with 12 stainless steel bolts. At the time of the assessment, the surrounding site was well maintained. There is no plaque for this artwork. The artist's signature, artwork title, and date are inscribed on the base plate.



<b>Sculpture/ Title:</b>	<i>M2- Tuxedo</i>
<b>Artist:</b>	Jean Ward
<b>Coral Gables #:</b>	n/a
<b>Year Created:</b>	1981
<b>Date Assessed:</b>	February 23, 2021
<b>Location:</b>	Pittman Park, Coral Gables
<b>Materials:</b>	Steel, painted
<b>Overall Dimensions:</b>	60" x 106" x 56"

---

**Description:**

The painted steel sculpture is set on a concrete base. It is easily accessible by the public. The artwork is in Pittman Park, a small grassy triangle in the middle of a busy vehicular intersection. At the time of the assessment, the surrounding area was well maintained.

The steel shapes are bolted to the concrete base with six stainless steel bolts.

This sculpture does not have a plaque or any identifying inscription on the piece.

**Condition:** *Good*

Tuxedo has general soiling, biological growth, and guano on the surfaces. On the day of the assessment there was a lot of bird activity on and around the sculpture. Birds were perched on the sculpture and on the concrete base. There were seeds and shells on the base discarded by the birds. This will continue to occur and is typical for outdoor sculpture.

It had rained an hour prior to the assessment. Soiling on the metal surfaces remained after the rain fall. Water pooled on the skyward facing surface of the base around the bolts.

Several localized areas are corroding. There is a small crack on the top of one of the panels.

The 2014 Report provided by the City of Coral Gables shows that the sculpture was previously painted red (figure 5). Since this report in 2014, Tuxedo has been repainted, rotated 180 degrees, and reset on a new, taller base at the same location. The sculpture was pinned to the previous base. It currently is welded to angles brackets that are bolted to the concrete base. <sup>1</sup>

**Priority: Medium**

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing for both the base and the metal sculpture (<500 psi).	Low pressure washer Heated, filtered water Scrub brush
Remove biological growth from base	Clean masonry base with biological solution per manufacturers application instructions	Scrub brush Filtered water Biological cleaner for masonry Low pressure washer
Remove corrosion	Mechanically remove corrosion deposits. Apply rust converter to exposed metal.	Stainless steel wire brushes Naval Jelly
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

\*Since a major restoration campaign occurred with the last 7 years, there is likely record of the types of paint and colors used to coat the sculpture.

<sup>1</sup> Dora Valdes-Fauli Art Services, Appraisal 2014. Pages 17-18

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing for both the base and the metal sculpture (<500 psi).	Low pressure washer Heated, filtered water Scrub brush	Annual
Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Keep grass maintained and soiling/debris away from base of sculpture. Remove debris that collects on the base and in between the steel pieces		Weekly/bi-weekly



Figure 1. Side view of sculpture (photo by EverGreene, February 2021).



Figure 2. Corrosion on weld (photo by EverGreene, February 2021).





Figure 3. Corrosion on edge (photo by EverGreene, February 2021).



Figure 4. Soiling on surface that does not get washed with rain (photo by EverGreene, February 2021).



Figure 5. Photo of *Tuxedo* prior to a recent restoration campaign (photo by Dore Valdes-Fauli Art Services, 2014, provided by the City of Coral Gables).



Figure 6. *Tuxedo* in its current state (photo by EverGreene, February 2021).

Prior documentation provided by the City of Coral Gables describes the fabrication and coating processes. The four prisms were cut, not bent to shape and they were welded together. In total, the artwork was coated with 20 layers of primers and bi-component urethane paint. The thickness of this coating system can be seen on the area of loss on the east corner of the bottom prism (figure 5). Only one layer of the magenta/purple color was applied. The documentation does not identify the color used.<sup>1</sup>

**Condition:** *Good*

The sculpture is in excellent condition overall. There is minimal soiling and guano. But there are two localized areas of damage that categorize this artwork as 'good' condition. First, there is an area of discoloration/clouding in the surface coating at the bottom, south face. The second area of damage is on the top corner edge (east) of the bottom prism has a large gouge and area of coating loss. The metal is exposed at this location.

**Priority:** *Medium*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing (<500psi).	Pressure washer Filtered water Ladder/ bakers scaffold
Remove coating drips on concrete base	Test multiple paint strippers and solvents to determine which is most effective at removing the paint. Apply stripper or solvent per manufacturers application recommendations.	Solvent base paint stripper
Passivate exposed metal	Clean exposed metal. Apply passivation product.	Stainless -steel passivation product
Coat area of loss	Apply primer per manufacturers application recommendations to the area of loss. Apply as many layers needed to fill in the dimensional loss.*	Solvent resistant brush Primer
Coat entire lower prism	Protect areas not to be coated. Prepare surface for coating.	HVLP Color coating

<sup>1</sup> Rafael Barrios – production details, provided by the City of Coral Gables

	Apply 1 coat color coating (color matched to existing) to lower prism.*	
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\*Artist may be able to provide information on original products used – manufacturer, specifications, and color.

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing (<500 psi).	Pressure washer Filtered water Ladder/ bakers scaffold	Annual
Conditions Check	Visual inspection from ground.	Camera	Annual
Site Maintenance	Keep grass maintained and soiling/debris away from base of sculpture.		Weekly/bi-weekly



Figure 1. View of *Pause* from the west side looking east (photo by EverGreene, February 2021).



Figure 2. Stainless-steel plate with artist's signature and date bolted to concrete pad, soiling the base of the sculpture (photo by EverGreene, February 2021).



Figure 3. Magenta/purple coating drips on concrete pad (photo by EverGreene, February 2021).



Figure 4. Discoloration/clouding of coating on bottom of sculpture (photo by EverGreene, February 2021).



Figure 5. Gouge and coating loss on the top edge of the bottom prism (photo by EverGreene, February 2021).





<b>Sculpture/ Title:</b>	<i>M3- "The Truth is I Welcome You"</i>
<b>Artist:</b>	Hank Willis Thomas
<b>Coral Gables #:</b>	2018.4.1
<b>Year Created:</b>	2015, installed 2018
<b>Date Assessed:</b>	February 24, 2021
<b>Location:</b>	Miracle Mile, Coral Gables
<b>Materials:</b>	Acrylic & Steel Signs
<b>Overall Dimensions:</b>	Approx. 4' x 1.5" x 3'

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### Description:

There are 22 pieces that make up this artwork. They span over two street blocks on Miracle Mile. Each piece is in the shape of a speech bubble and contains universal truths.<sup>1</sup> On one side the statement is in English and on the other side the statement is in 1 of 22 languages, each with a different language. There are three shape types: oval, cloud, and rectangle. Each piece is white with a black border. The text is black. Each of the 22 pieces is attached to a light pole on the sidewalks. They are each attached to a channel with two threaded rods. The channel is attached to the light pole with four worm screws.

This artwork does not have a plaque indicating the title, artist, or date.

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<sup>1</sup> Documentation provided by the City of Coral Gables, Appendix B- Maintenance and Conservation Worksheet for The Truth is I Welcome You artwork.

**A1 Table 1. The Truth is I Welcome You – 22 pieces**

ID	Shape	English Statement		Conditions
A		The truth is	I welcome you	Soiling, deformed point
B		The truth is	I believe you	Indent on point
C		The truth is	I love you	Soiling
D		The truth is	I understand you	Soiling, deformed point
E		The truth is	I need you	Soiling, indent on point
F		The truth is	I miss you	None
G		The truth is	I reflect you	None
F		The truth is	I accept you	Indent on point
I		The truth is	I trust you	Deformed point
J		The truth is	I support you	Soiling
K		The truth is	I balance you	1 corroded threaded rod
L		The truth is	I am you	None
M		The truth is	I know you	Displaced, soiling, deformed point
N		The truth is	I see you	Displaced, soiling, 1 corroded threaded rod
O		The truth is	I hear you	Soiling
P		The truth is	I feel you	Deformed point
Q		The truth is	I respect you	Indent on point
R		The truth is	I follow you	Soiling, deformed point
S		The truth is	I choose you	1 corroded threaded rod
T		The truth is	I remember you	2 corroded threaded rods, indent on point
U		The truth is	I remind you	None
V		The truth is	I liberate you	deformed point

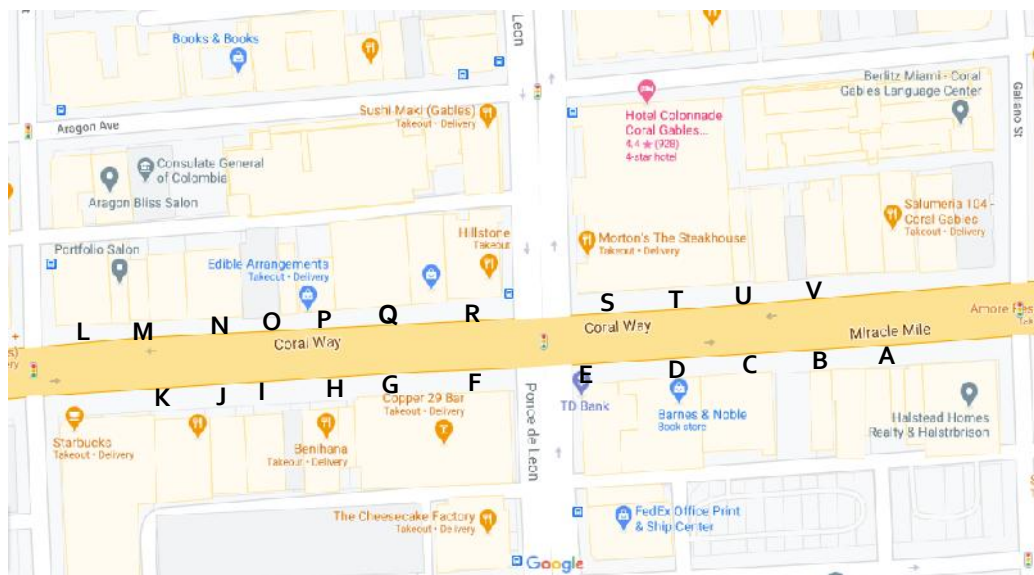


Figure 1. Locations of the 22 pieces on the two blocks of Miracle Mile, between Salzedo Street and Galiano Street (map provided by Google Maps, 2021).

**Condition:** *Excellent*

Overall, these pieces are in excellent condition. The coatings appear to be well-adhered. There is minimal soiling. The most soiled pieces are those that are currently protected by a building's overhang (C, D, and E). These three pieces do not receive frequent rain washing and thus exhibit more soiling. K, N, S, and T have corroded threaded rods.

Overall, there is minimal deformation and displacement. A, D, I, M, P, R, and V have minor deformed points. M and N are displaced. B, E, F, K, N, Q, and T have an indent on the point, this is typical of the cloud speech bubble shape. There is a rod to provide support on the points. The indents on the outside of the sign at the location of the rod.

**Priority:** *Low*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Baker's scaffold/ ladder
Remove corrosion from threaded rods	Mechanically remove corrosion deposits. Apply rust converter to exposed metal. Apply coating if metal is exposed	Stainless steel wire brushes Rust converter Coating
Reposition displaced pieces	Loosen worm screws slightly. Gently reposition piece. Tighten work screws.	Baker's scaffold/ ladder Rubber mallet

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Baker's scaffold/ ladder	Annual
Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Keep tree limbs cut back, away from pieces		Semi-annual



Figure 2. M: The Truth is I Know You, soiling (photo by EverGreene, February 2021).



Figure 3. T: The Truth is I Remember You, two corroded threaded rods (photo by EverGreene, February 2021).



Figure 4. N: The Truth is I See You, displaced (photo by EverGreene, February 2021).



Figure 5. F: The Truth is I Accept You, indent on point (photo by EverGreene, February 2021).





Figure 6. R: The Truth is I Follow You, deformed point (photo by EverGreene, February 2021).



<b>Sculpture/ Title:</b>	<i>M4- Quadrapped #2</i>
<b>Artist:</b>	David Hayes
<b>Coral Gables #:</b>	2018
<b>Year Created:</b>	2011, installed 2017
<b>Date Assessed:</b>	February 22, 2021
<b>Location:</b>	City Hall, Coral Gables
<b>Materials:</b>	Recycled steel, painted
<b>Overall Dimensions:</b>	Approx. 4' x 4' x 5'

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**Description:**

Quadrapped #2 is made of four pieces of steel that are connected at the top of the piece with stainless steel bolts and hex nuts. Each piece is painted with a different color: red, yellow, green, and black. The artwork is located in the courtyard of City Hall outside of the southwest entrance to the main building. At the time of the assessment the site was very well-maintained. There was a temporary tent set up in the courtyard which was providing protection to Quadrapped #2. It is unknown how long his tent has

been in place, and how long it will continue to be there. Under the assumption that it is temporary, the sculpture is exposed to the elements: rain, sun, and wind. It would receive frequent rain washing which would keep the surfaces clean from soiling build up. Quadraped #2 is attached to the concrete floor with Tapcon screws.<sup>1</sup>

The piece is signed by the artist and dated and numbered, this is located on the bottom of the green piece. There is no plaque that indicates the artist, date, and year.

**Condition:** *Fair*

The paint has started to chip and exposed metal in these locations has corroded. The colors are dull. Due to the protection that the tent was providing at the time of the assessment, soiling had built up. The clamps that stabilize the pieces are in poor condition. Due to their placement on a horizontal surface, they have prolonged exposure to moisture and are deteriorating at a quicker rate than that the rest of the object.

**Priority:** *Medium*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing (<500 psi).	Low pressure washer Heated, filtered water Scrub brush
Remove corrosion	Mechanically remove corrosion deposits. Apply rust converter to exposed metal.	Stainless steel wire brushes Rust converter
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 - Rustoleum paint (Sunrise Rise, Sunburst Yellow, Forest Green, and Flat Black) <sup>2</sup>

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing (<500 psi).	Low pressure washer Heated, filtered water Scrub brush	Annual

<sup>1</sup> Documentation provided by the City of Coral Gables, Appendix B – maintenance and Conservation Worksheet for Quadraped #2

<sup>2</sup> Ibid

Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Keep debris away from base of sculpture.		Weekly



Figure 1. Artist's signature, date, and number (photo by EverGreene, February 2021).



Figure 2. Intersection of the four pieces, soiling accumulation under the yellow angle (photo by EverGreene, February 2021).



Figure 3. Deteriorated black clamp and Tapcon screw (photo by EverGreene, February 2021).



Figure 4. Deterioration on and around the green clamp, blue paint on the surface of the green clamp (photo by EverGreene, February 2021).





Figure 5. Previous touch up on green piece (photo by EverGreene, February 2021).

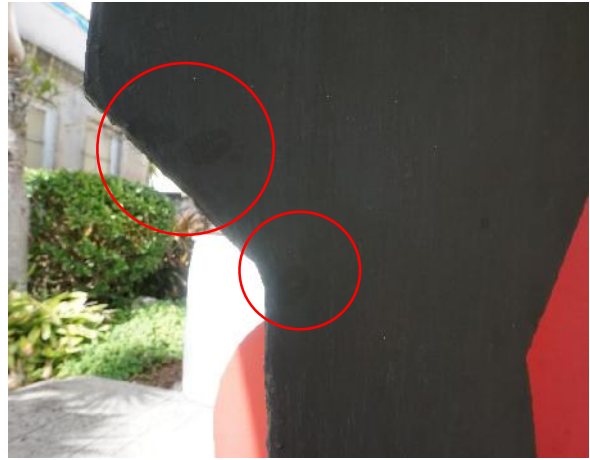


Figure 6. Previous touch ups on black piece, black paint is dull (photo by EverGreene, February 2021).



Figure 7. Small chip in metal and paint (photo by EverGreene, February 2021).



Figure 8. Soiling on yellow piece, typical both sides (photo by EverGreene, February 2021).



<b>Sculpture/ Title:</b>	<i>O1 - Regeneration (Art Snail)</i>
<b>Artist:</b>	The Cracking Art Group
<b>Coral Gables #:</b>	2010.2.1
<b>Year Created:</b>	2010
<b>Date Assessed:</b>	February 23, 2021
<b>Location:</b>	Coral Gables War Memorial Youth Center, Coral Gables
<b>Materials:</b>	Recycled plastic
<b>Overall Dimensions:</b>	10' 6" x 6' x 7' 7"

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**Description:**

Regeneration is a large hollow plastic piece in the shape of a snail. It is made of recycled plastic and is pink in color. The snail sits directly on a grassy lawn outside of the Coral Gables War Memorial Youth Center. At the time of the assessment the lawn was well maintained. The shell of the snail has a radiating linear texture. The body of the snail has a patterned texture.

There are seams that suggest how the snail was constructed. There is no plaque that indicates the title, number, artist, or materials of the piece. The artists' signature and number were not located on the object during the assessment.

**Condition:** *Good*

There is minimal soiling as the sculpture is unprotected and frequently gets washed with rain. Some soiling exists on the undersides of the shell that do not come in contact with rainwater. In these protected areas, there are remnants of insect inhabitation.

There are several breaks/holes in the sculpture. The largest break is under the front of the snail shell where it folds over top of the snail's body. This is likely a weak point in the structure and has broken due to the weight of the shell. There is also an opening at the base of the snail's tail which likely occurred with landscaping tools. There is a hole on the top of the proper left eye. It allows for a visual access point into the cavity of the sculpture. There are trash bags at the bottom of the cavity, likely filled with a heavy material (e.g. sand) to weigh the plastic piece down.

There are two holes, possibly intentional drill holes to allow for air and moisture transmission, although they are not in a logical location if this were the intention. Another possibility is that these are from a projectile object that entered the snail on the proper left and exited on the proper right. (figures 5 and 6)

The seams are deteriorating and cracking.

**Priority:** *Medium*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing (<500 psi).	Low pressure washer Filtered water Scrub brush Baker's scaffold/ ladder
Patch holes/ losses	Gently scrub area to remove soiling with detergent and water Patch hole with epoxy putty. Score infill to match surrounding texture. After patch has cured, lightly sand to make surface smooth. Infill with paint, color matched, if necessary.	Small, soft natural-bristle brush Detergent Filtered water Plastic repair Epoxy Putty either dyed to match artwork or in paint infilled.

Fill cracks at seams	Gently scrub cracks to remove soiling with detergent and water. Fill with extra fine epoxy putty. After fill has cured, lightly sand to make surface smooth. Infill with paint, color matched, if necessary.	Small, soft natural-bristle brush Detergent Filtered water Extra Fine Epoxy Putty either dyed to match artwork or in paint infilled.
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Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing (<500 psi).	Low pressure washer Filtered water Scrub brush Baker's scaffold/ ladder	Annual
Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Keep grass maintained and soiling/debris away from base of sculpture.		Weekly/bi-weekly



Figure 1. Front view of Regeneration (photo by EverGreene, February 2021).



Figure 2. Hole is proper left eye (photo by EverGreene, February 2021).





Figure 3. Deterioration at the seams (photo by EverGreene, February 2021).



Figure 4. Opening at seam due to deterioration (photo by EverGreene, February 2021).



Figure 5. Entry hole in shell on proper left (photo by EverGreene, February 2021).



Figure 6. Exit hole in shell on proper right (photo by EverGreene, February 2021).



Figure 7. Large hole in base of tail, likely caused by landscaping equipment (photo by EverGreene, February 2021).



Figure 8. Large break on underside of the shell (photo by EverGreene, February 2021).



Figure 9. Abrasion in surface on proper right (photo by EverGreene, February 2021).



Figure 10. Soiling and debris collecting on underside of shell (photo by EverGreene, February 2021).



<b>Sculpture/ Title:</b>	<i>O2- 9 Venetian Posts</i>
<b>Artist:</b>	Various
<b>Coral Gables #:</b>	2018.1.1-9
<b>Year Created:</b>	2018
<b>Date Assessed:</b>	February 23, 2021
<b>Location:</b>	Venetian Pool & War Memorial Youth Center, Coral Gables
<b>Materials:</b>	Base: concrete Post: painted fiberglass
<b>Overall Dimensions:</b>	Base: 3' x 3' x 1' Post: 11" x 11" x 93"

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**Description:**

Nine Venetian Posts<sup>1</sup> were assessed on February 23<sup>rd</sup>, 2021. Eight posts are located at the Venetian Pool and one Venetian Post is located at the Coral Gables War Memorial Youth Center. The posts are identical in construction, but they differ in the exterior paint schemes.

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<sup>1</sup> EverGreene was originally supposed to assess 12 venetian posts. At the time of the assessment, there were only 9 posts in the collection. 3 other posts were seen at different locations in the city: 2 on Miracle Mile and 1 on Ponce de Leon Blvd.



Each post is set on a 3' diameter, 1' tall concrete base. It is unknown exactly how the posts are attached to the base. There are six screws, two sets of three that are placed vertically on opposite sides, that are visible from the exterior bottom of the post that fasten the post to an interior structure that attaches to the base.

Overall, the posts are about 105" tall, and the shaft of the post is 11" in diameter.

ID#	Venetian Posts	Artist	Location	Condition
1	Pop Venice	Andrew Williams	Venetian Pool	Good
2	Passionflower	Ashley Lopez	Venetian Pool	Good
3	Decomposition	Grahame Menage	Venetian Pool	Good
4	Triad of Venice	Francisco Flor	Venetian Pool	Good
5	Coloured Houses	Andrew Williams	Venetian Pool	Good
6	Venetian Knotwork	Gregory Dirr	Venetian Pool	Fair
7	2030	Alec Kreisberg	Venetian Pool	Good
8	Murano Spiral	Rei Ramirez	Venetian Pool	Good
9	Tutti Fruiti Tropical Beauty - Ibis	Bonnie Masdeu	Youth Center	Fair

**Overall Condition: Good**

The Venetian Posts exhibit varying degrees of light soiling at locations that do not get washed with rain. The paint is failing on 4 and 6. There are minor scratches and cracks overall. 1,5, and 9 are displaced.

**Priority: Low**

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and water washing for both the post and the concrete bases	Hose Filtered water Soft, natural-bristle scrub brush Bench/ ladder
Reposition 1, 5, and 9		Screwdriver Level Straps
Remove an infill failed paint on 6	Mechanically remove delaminated / bubbled paint. Apply infill paint	Scalpel Scraper Paint color matched to areas of failed paint
Fill gouges and losses and infill paint on 1, 7, and 9	Clean out gouges. Allow to dry. Fill gouges with fiberglass filler	Detergent Filtered water

	per manufacturers application recommendations. Apply infill paint per manufacturers application instructions.	Fiberglass filler Paint, color-matched
UV Clear Coat on 6	Apply UV clear coat per manufacturers application recommendations.	Clear coat Bench / Bakers scaffold

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and water washing for both the post and the concrete bases	Hose Filtered water Soft, natural-bristle scrub brush Bench/ ladder	Annual
Replace Missing Fasteners	Hand-tighten new fasteners. If there is resistance, leave the fasteners alone.	Screwdriver New stainless-steel fasteners, matched to existing	As needed, determined during annual conditions check
Tighten Proud Fasteners	Hand-tighten proud fasteners. If there is resistance, leave the fasteners alone.	Screwdriver	As needed, determined during annual conditions check
Replace Missing Plaques	Install replacement plaque with information on artist, title, and sponsor.	Fasteners Plaques	As needed, determined during annual conditions check
Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Keep surrounding vegetation maintained and soiling/debris away from bases and posts.		Weekly/bi-weekly



**Pop Venice by Andrew Williams**

**Condition:** *Good*

The *Pop Venice* Venetian Post is placed between a walkway and a sandy beach area in the Venetian pool on grass. It is easily accessible by the public. At the time of the assessment, the surrounding site was well maintained. Sand accumulated on the surface of the base.

The post is displaced. One of the six screws is proud of the surface. Midway up the shaft there is an inch long gouge revealing the fiberglass underneath.

The paint coating is in excellent condition. There are a few small areas of loss but overall it is well-adhered. There is soiling accumulation, mainly on the undersides of the upper details.

The artists signature is on the shaft of the post in yellow paint.

**Priority:** *Low*



Figure 1: Capital of the *Pop Venice* shaft showing soiling on the underside surfaces (photo by EverGreene, February 2021).



Figure 2: Gouge on the shaft of *Pop Venice* (photo by EverGreene, February 2021).



Figure 3. Artist's signature on shaft of *Pop Venice* (photo by EverGreene, February 2021).



Figure 4. Plaque on base of *Pop Venice* (photo by EverGreene, February 2021).





**Passionflower by Ashley Lopez**

**Condition:** *Good*

The *Passionflower* Venetian Post is placed along the outer wall of the Venetian pool, tucked away from the walking path. It is in close proximity to the hedge along the property. It is easily accessible by the public, although it is far from the common areas. At the time of the assessment, the surrounding site was well maintained. The plaque is missing from the base. The plaque was likely broken off, as the two fasteners remain embedded in the base and there is a small piece of the plaque attached to the right fastener.

The paint coating is in excellent condition. There is soiling accumulation, mainly on the undersides of the capital details. There is build up of soiling, possibly from insect activity, on one side of the capital. It has built up on the surface but easily removed by hand.

**Priority:** *Low*



Figure 1. Capital of *Passionflower* showing soiling on underside of details (photo by EverGreene, February 2021).



Figure 2. Shaft of *Passionflower* (photo by EverGreene, February 2021).



Figure 3. Soiling build-up on capital of *Passionflower*, possibly from insect activity (photo by EverGreene, February 2021).



Figure 4. Missing plaque on base on *Passionflower*; remnant crews and small plaque fragment (photo by EverGreene, February 2021).





### Decomposition by Grahame Menage

**Condition:** *Good*

The *Decomposition* Venetian Post is placed along the outer wall of the Venetian Pool and on the pathway. It is in close proximity to the hedge along the property. At the time of the assessment the surrounding site was well maintained. There are two screws proud of the surface.

The paint coating is in excellent condition. There is soiling accumulation, mainly on the undersides of the capital details.

**Priority:** *Low*



Figure 1. Capital of *Decomposition*; soiling is present on undersides of details, hidden due to the paint scheme (photo by EverGreene, February 2021).

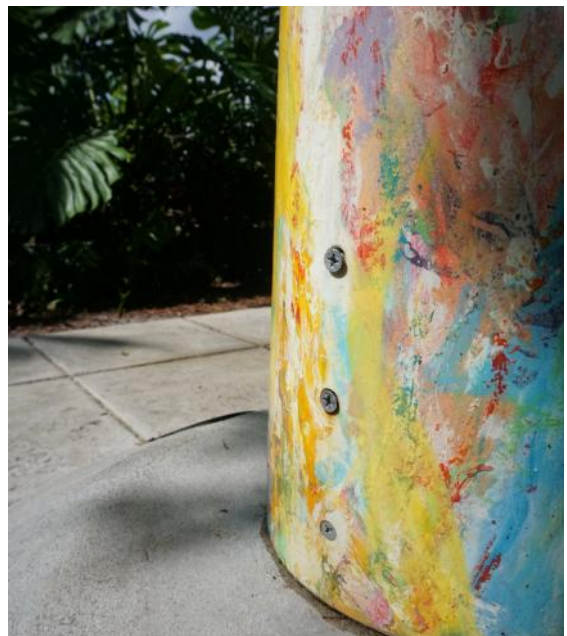


Figure 2. Two proud screws on base of the shaft (photo by EverGreene, February 2021).



Figure 3. Plaque with abrasion (photo by EverGreene, February 2021).



Figure 4. Post is positioned near walkway and hedge (photo by EverGreene, February 2021).





**Triad of Venice by Francisco Flor**

**Condition:** *Good*

The *Triad of Venice* Venetian Post is placed along the pathway of the Venetian pool, on the pavers. At the time of the assessment the surrounding site was well maintained. The plaque is missing from the base. The two plaque fasteners are also missing.

The paint coating is in fair condition. There is some failure in the coating which likely occurred during application. There is soiling accumulation, mainly on the undersides of the capital details.

**Priority:** *Low*



Figure 1. Capital of *Triad of Venice* with soiling on underside surfaces (photo by EverGreene, February 2021).



Figure 2. Paint failure/bubbling on shaft (photo by EverGreene, February 2021).



Figure 3. Missing plaque and screws (photo by EverGreene, February 2021).



Figure 4. Vertical abrasion on shaft (photo by EverGreene, February 2021).





**Coloured Houses by Andrew Williams**

**Condition:** *Good*

The *Coloured Houses* Venetian Post is placed along the outer wall of the Venetian pool, tucked away from the path. It is in close proximity to the hedge along the property. At the time of the assessment, the surrounding site was well maintained. The post is severely displaced. There is a gap at the bottom of the post where it meets the concrete base.

The paint coating is in excellent condition. There is soiling accumulation, mainly on the undersides of the capital details.

**Priority:** *Low*



Figure 1. Soiling on underside of capital (photo by EverGreene, February 2021).



Figure 2. 3/8" gap at the base of the shaft (photo by EverGreene, February 2021).





Figure 3. Plaque (photo by EverGreene, February 2021).



Figure 4. Artist's signature in white on the base of the shaft (photo by EverGreene, February 2021).



**Venetian Knotwork by Gregory Dirr**

**Condition:** *Fair*

The Venetian Knotwork venetian post is placed along the outer wall of the Venetian pool, along the path. It is in close proximity to the hedge along the property. At the time of the assessment, the surrounding site was well maintained.

The paint coating is in poor condition. The coating has bubbled and is delaminating. This more frequently occurs on the black paint. There is soiling accumulation, mainly on the undersides of the capital details.

**Priority:** *Low*



Figure 1. Soiling on undersides of the capital (photo by EverGreene, February 2021).



Figure 2. Coating failure (photo by EverGreene, February 2021).



Figure 3. Plaque (photo by EverGreene, February 2021).



Figure 4. Artist's signature on base of shaft (photo by EverGreene, February 2021).





**2030 by Alec Kreisberg**

**Condition:** *Good*

The 2030 Venetian Post is placed along the outer wall of the Venetian Pool, away from the walking path. It is in close proximity to the hedge along the property. At the time of the assessment, the surrounding site was well maintained.

There is soiling accumulation, mainly on the undersides of the capital details. The paint coating is in good condition. The paint was applied impasto. Many of the raised drips of paint have chipped off.

The concrete base has network cracking with mineral accretions.

**Priority:** *Low*



Figure 1. Soiling on underside of capital; artist's signature (photo by EverGreene, February 2021).



Figure 2. Impasto paint has chipped (photo by EverGreene, February 2021).



Figure 3. Plaque; network cracking of concrete base (photo by EverGreene, February 2021).



Figure 4. Abrasion (photo by EverGreene, February 2021).





**Murano Spiral by Rei Ramirez**

**Condition:** *Good*

The *Murano Spiral* Venetian Post is placed along the outer wall of the Venetian pool, away from the walking path. At the time of the assessment, the surrounding site was well maintained. This post is close to the pool's large waterfall. During the assessment, treated water from the pool's waterfall sprayed onto the post. The concrete base was visibly damp.

The paint coating is in excellent condition. There is soiling accumulation, mainly on the undersides of the upper details. There is an accumulation of minerals from the water spray on one side of the post.

**Priority:** *Low*



Figure 1. Soiling on underside of capital details (photo by EverGreene, February 2021).



Figure 2. Accumulation of minerals from pool water spray (photo by EverGreene, February 2021).



Figure 3. Plaque (photo by EverGreene, February 2021).

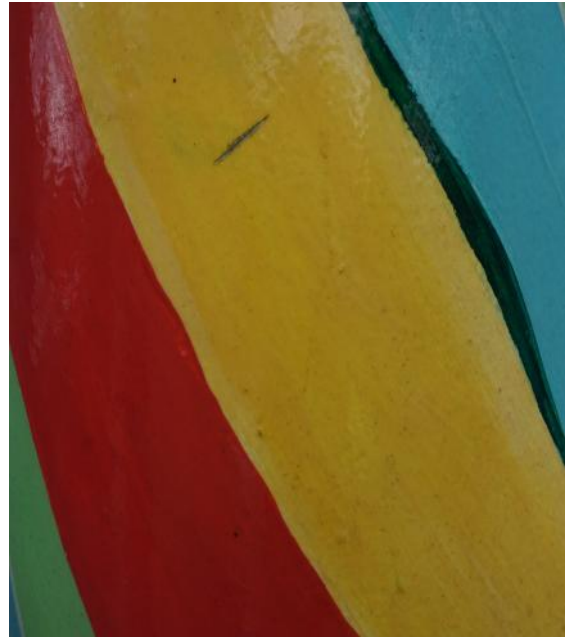


Figure 4. Abrasion (photo by EverGreene, February 2021).





### Tutti Frutti Tropical Beauty – Ibis by Bonnie Masdeu

**Condition:** *Fair*

The *Tutti Frutti Tropical Beauty - Ibis* Venetian Post is located outside the Coral Gables War Memorial Youth Center on the sidewalk south of the building. It is easily accessible by the public. At the time of the assessment, the surrounding site was well maintained. This post is displaced with a 3/8" gap on one side.

The paint coating is in excellent condition. There is soiling accumulation, mainly on the undersides of the capital details.

There are four of six missing fasteners. Currently there is one fastener on each side connecting the post to the base. It appears that the post was disassembled or attempted to be disassembled at some point. At two locations the areas around the missing fasteners are severely damaged. This likely occurred when there was an attempt to remove the fasteners. These attempts damaged the painted surface surrounding the screws and revealed the fiberglass substrate.

**Priority:** *Low*



Figure 1. Soiling on underside of capital details (photo by EverGreene, February 2021).



Figure 2. Displacement. (photo by EverGreene, February 2021).



Figure 3. Plaque (photo by EverGreene, February 2021).



Figure 4. Missing fasteners and damage (photo by EverGreene, February 2021).



Figure 5. Missing fasteners (photo by EverGreene, February 2021).



Figure 6. Crack (photo by EverGreene, February 2021).



<b>Sculpture/ Title:</b>	<i>S1 – Jose Marti</i>
<b>Artist:</b>	Mark Andries Smit
<b>Coral Gables #:</b>	1997.1.1
<b>Year Created:</b>	1997; cast 2000; installed 2002
<b>Date Assessed:</b>	February 23, 2021
<b>Location:</b>	Freedom Plaza, Coral Gables
<b>Materials:</b>	Bronze, Marble & Granite base
<b>Overall Dimensions:</b>	Pyramid – approx. 7' x 5' x 5' Bust – 1' 8" x 11" x 11"

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**Description:**

The Jose Marti sculpture is placed in a small park in a quiet part of town, not frequented by pedestrians or vehicles. It is easily accessible by the public. It is a pyramid faced with alternating courses of marble and granite. On the south side of the pyramid there is a marble pedestal protruding from the pyramid



that holds the bust of Jose Marti cast in bronze. There is a bronze plaque beneath the bust. The artwork sits on 1" thick marble pavers on a concrete pad. The marble pavers are surrounded by wood chips on 3 sides; the south side abuts the sidewalk. There is a marble step on the south side. When standing on the step, the viewer meets Jose Marti at his actual height of 5' 6".<sup>1</sup>

There is a plaque on the ground to the east of the sculpture. Behind the plaque is a time capsule.

**Condition:** *Fair*

The bust is in good condition. There is some coating loss and failure. There are areas of discoloration on the bust. There are water drip lines on both sides of the face. The marble pedestal has some copper staining from the bronze.

The pyramid is in fair condition. There are several cracked pieces of stone. Many of the joints have failed for are missing. There are several cracks in the step on the south side. Two of the major cracks have been previously filled. These repairs are failing. The marble here is naturally very porous and has collected soiling and debris. This will continue to occur.

The marble pavers are heavily soiled. Underneath the pyramid, there is an accumulation of soiling and debris. There are cracks in the concrete pad.

**Priority:** *Medium*

Conservation Treatment Recommendations:

Masonry

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing for both the stone pyramid and the bronze bust (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Detergent Bench / ladder
Remove biological growth from base	Clean masonry with biological solution per manufacturers application instructions.	Scrub brush Filtered water Biological cleaner for masonry Low pressure washer Bench / ladder
Remove copper staining	Apply copper stain remover in poultice per manufacturers application recommendations.	Copper stain remover Poultice Plastic sheeting
Repoint failed / missing joints	Apply primer per manufacturers	Solvent resistant brush

<sup>1</sup> Previous Documentation provided by the City of Coral Gables

	application recommendations to the area of loss. Apply topcoat color matched to existing. *	Primer Topcoat
Fill cracks in step	Fill cracks with masonry crack filler color matched to stone	

**Metal**

Work Procedures	Means and Methods	Equipment/materials
Remove corrosion	Gently remove corrosion mechanically.	Abrasive pads Bronze bristle brushes
Spot patinate	Apply patina chemicals to achieve red/brown color.	Patina chemicals – perform mock-ups to see which best achieves desired color.
Wax	Apply hot and cold wax. Buff metal elements per manufacturers application recommendations.	Wax Buffing brush

**Maintenance Recommendations:**

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing for both the stone pyramid and the bronze bust (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Detergent Bench / ladder	Annual
Conditions Check	Visual inspection from ground.	Camera	Annual
Site Maintenance	Keep surrounding area maintained and soiling/debris away from base of sculpture. Remove debris that collects underneath pyramid.		Weekly/bi-weekly
Wax bust and plaque	Apply paste wax and buff metal elements per manufacturers application recommendations.	Wax Buffing brush	Annual



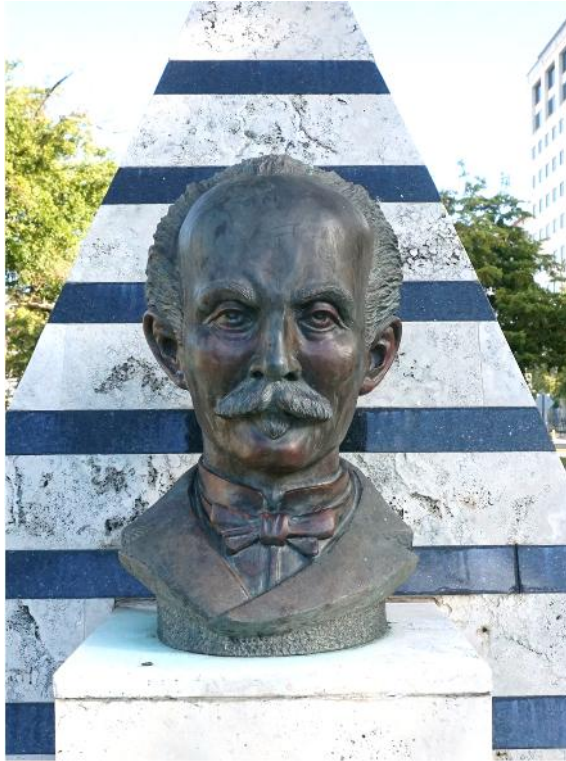


Figure 1. Bust of Jose Marti; copper staining on pedestal (photo by EverGreene, February 2021).



Figure 2. East side of Jose Marti bust, copper corrosion and discoloration of bust; wax coating failure (photo by EverGreene, February 2021).



Figure 3. Coating failure and loss of patina, proper right side bust (photo by EverGreene, February 2021).

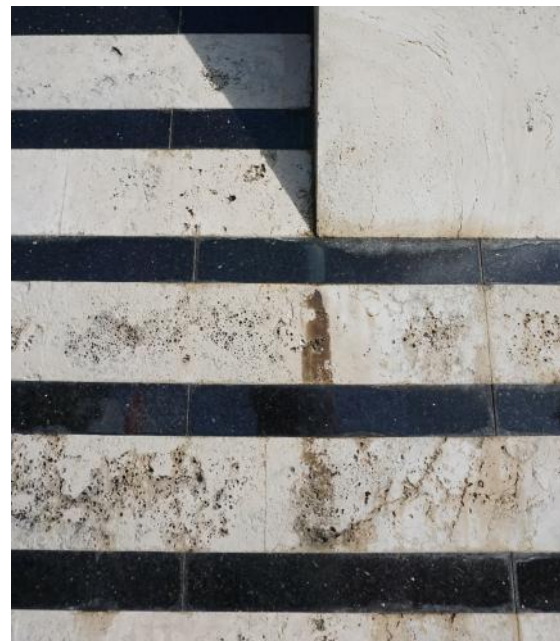


Figure 4. Soiling on pyramid (photo by EverGreene, February 2021).



Figure 5. Mortar loss in granite joint, crack in marble (photo by EverGreene, February 2021).



Figure 6. Plaque on pedestal below Jose Marti bust (photo by EverGreene, February 2021).



Figure 7. Soiling accumulation under pyramid with plant growth; soiling on marble pavers (photo by EverGreene, February 2021).



Figure 8. Cracked and displaced marble on step on south side (photo by EverGreene, February 2021).





Figure 9. Large fracture in marble step (photo by EverGreene, February 2021).



Figure 10. Time capsule east of the Jose Marti (photo by EverGreene, February 2021).



<b>Sculpture/ Title:</b>	<i>S2 - Coral Forest</i>
<b>Artist:</b>	Sibylle Pasche
<b>Coral Gables #:</b>	2018.2.1
<b>Year Created:</b>	2018
<b>Date Assessed:</b>	February 23, 2021
<b>Location:</b>	Giralda Ave. & Galiano St., Coral Gables
<b>Materials:</b>	Carrara marble
<b>Overall Dimensions:</b>	63" x 88.5" x 76.75" 47.25" x 72.75" x 67" 31.5" x 47.25" x 41.25"

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**Description:**

Coral Forest is made of 3 separate stone pieces of varying sizes. They are made of Carrara marble and are carved to be reminiscent of coral. They are placed at the end of a busy pedestrian street. It is a very active location with public of all ages. The smooth texture is very inviting to touch.

They are placed on stone pavers that radiate out from the large stone. The paver sizes range from 2" x 2" - 4" x 4" with open joints. There is foliage growing out of the joints, some of which are close to the marble pieces.

**Condition:** *Good*

The Coral Forest is in good condition. Due to its location, there are conditions related to frequent interaction with the public. There are abrasions on the surface of the stone, the edges of the honeycombs have chipped, and there is some graffiti, likely from a child with a crayon.

They are out in the open and frequently get washed with rain and dried by the sun. There is minimal soiling and biological growth.

There is a remnant adhesive and paper from a sticker that had been applied to the stone.

**Priority:** *Low*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Anionic detergent cleaning and low-pressure washing (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Anionic detergent
Remove adhesive residue	Apply adhesive removal products to localized area to remove adhesive residue. Perform mock ups to determine best approach for removal.	Adhesive removal products
Remove graffiti	If general cleaning does not remove graffiti, test methods for removal. Perform mock ups to determine best approach for removal.	Graffiti removal products
Resealing marble	Apply sealer to cleaned marble surface as specified by Artist per manufacturers application recommendations. <sup>1</sup>	Sealing product

Maintenance Recommendations:

<sup>1</sup> Maintenance of Marble Sculptures, Atelier Sibylle Pashe, provided by the City of Coral Gables.



Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Anionic detergent cleaning and low-pressure washing (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Anionic detergent	Annual
Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Keep vegetation maintained and soiling/debris away from base of sculpture. Remove debris that collects underneath the pieces.		Weekly/bi-weekly
Resealing marble	Apply sealer to cleaned marble surface as specified by Artist per manufacturers application recommendations. <sup>2</sup>	Sealing product	Annual



Figure 1. Large stone piece (photo by EverGreene, February 2021).



Figure 2. Medium stone piece February 2021).

<sup>2</sup> Maintenance of Marble Sculptures, Atelier Sibylle Pashe, provided by the City of Coral Gables.



Figure 3. Small stone piece (photo by EverGreene, February 2021).



Figure 4. Remnant adhesive and paper from sticker on the large stone (photo by EverGreene, February 2021).

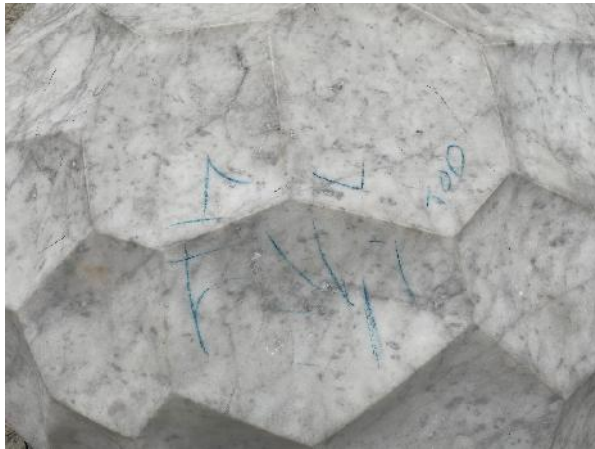


Figure 5. Graffiti on medium stone (photo by EverGreene, February 2021).

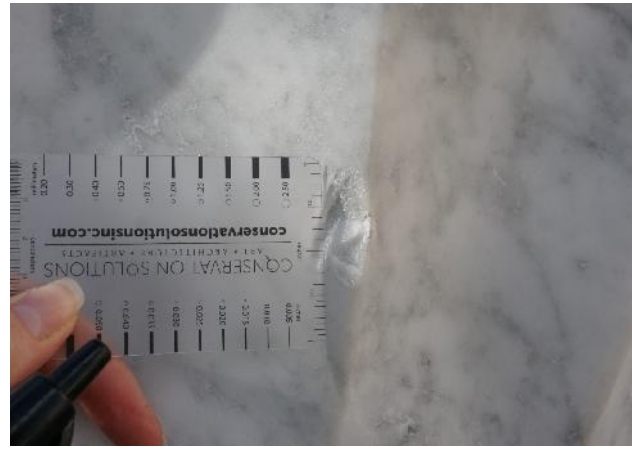


Figure 6. Chip on medium stone (photo by EverGreene, February 2021).



Figure 7. Plant growth in paver joints (photo by EverGreene, February 2021).



Figure 8. General soiling and guano, typical (photo by EverGreene, February 2021).



Figure 9. Abrasions on small stone, typical (photo by EverGreene, February 2021).





<b>Sculpture/ Title:</b>	<i>S3- Secrets of the Sea</i>
<b>Artist:</b>	Sibylle Pasche
<b>Coral Gables #:</b>	2018.2.3
<b>Year Created:</b>	2018
<b>Date Assessed:</b>	February 23, 2021
<b>Location:</b>	Giralda Ave. & Ponce de Leon Blvd., Coral Gables
<b>Materials:</b>	Carrara marble
<b>Overall Dimensions:</b>	50.5" x 70.75" x 63"

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**Description:**

Secrets of the Sea is made up of one carved piece of stone. It is made of Carrara marble and carved to be reminiscent of coral. It is placed at the end of a busy pedestrian street. It is a very active location with public of all ages. The smooth texture is very inviting to touch.

The stone is placed on a circular concrete pad that is surrounded by stone pavers. The pavers are 4" x 4" with open joints.

**Condition:** *Good*

The Secrets of the Sea is in good condition. Due to its location, there are conditions related to frequent interaction with the public. There are abrasions on the surface of the stone, some edges of the honeycombs have chipped.

The artwork is out in the open and frequently gets washed with rain and dried by the sun. There is minimal soiling and biological growth.

**Priority:** *Low*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing (<500psi).	Low pressure washer Heated, filtered water Scrub brush Anionic detergent
Fill area of loss (figure 2)	General clean area of loss to prepare it for infill. Fill with patching material color matched to stone.	Scrub brush Filtered water Anionic detergent
Resealing marble	Apply sealer to cleaned marble surface as specified by Artist per manufacturers application recommendations. <sup>1</sup>	Sealing product

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Anionic detergent	Annual
Conditions Check	Visual inspection from ground.	Camera	Annual
Resealing marble	Apply sealer to cleaned marble surface as specified by Artist per manufacturers application recommendations. <sup>2</sup>	Sealing product	Annual

<sup>1</sup> Maintenance of Marble Sculptures, Atelier Sibylle Pashe, provided by the City of Coral Gables.

<sup>2</sup> Ibid



Site Maintenance	Keep vegetation away from base of sculpture. Remove debris that collects under the artwork.		Weekly/bi-weekly
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Figure 1. Abrasions (photo by EverGreene, February 2021).



Figure 2. Loss in stone (photo by EverGreene, February 2021).



Figure 3. More abrasions (photo by EverGreene, February 2021).



Figure 4. Artist's signature (photo by EverGreene, February 2021).



<b>Sculpture/ Title:</b>	<i>S4 – Fountain of Youth (Four Horses)</i>
<b>Artist:</b>	unknown
<b>Coral Gables #:</b>	n/a
<b>Year Created:</b>	Unknown, installed at current location in 1973
<b>Date Assessed:</b>	February 22, 2021
<b>Location:</b>	Ponce de Leon Park, Coral Gables
<b>Materials:</b>	Italian marble & Concrete pond
<b>Overall Dimensions:</b>	20' diameter

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**Description:**

The Fountain of Youth is located in Ponce de Leon Park. It is in a quiet part of town with few visitors to the urban park. Overall, the park is well maintained but the fountain has been neglected.

At the time of the assessment, the fountain was not in operation. There was a foot of standing water in the basin. The water may have come from accumulated rainfall or purposely added at some point. The water was clear and undisturbed. No visible sign of algae growth. The lights were turned on; only four of the eight lights were working at the time.

The City of Coral Gables provided information on this object. It stated that the marble fountain was from Italy, and previously installed in front of Vizcaya Museum & Gardens. It was moved to its current location in 1973. At that time, the current concrete basin was constructed. A conditions assessment dating to 1994 indicated that the fountain was well-maintained at the time.

**Condition:** *Poor*

The assessment was performed from the perimeter of the fountain as it was filled with water making it difficult to access.



Figure 1. Bird's eye view of Ponce de Leon Park (image courtesy of Google Maps, March 2021).

Pathway

The fountain is surrounded with a concrete pathway that connects the fountain to the sidewalks on the east and west of the sculpture. The path has fractured severely in two locations. The path is soiled and has biological growth. It has collected thick layers of mineral accretion from the fountain.

Concrete Basin

The main basin is cast concrete. The Italian marble fountain sits at the center of the concrete basin. The concrete is in poor condition. It has pervasive network cracks. There are large losses and large cracks/fractures. The large fractures have built up inches of mineral accretions. This occurs on all sides of the fountain.

The door in the bottom of the basin was shifted at the time of the assessment, allowing for debris to enter.

The interior ferrous structure has corroded severely enough in two locations that it caused bursts (and losses) in the concrete.

Marble Fountain

Due to the limited access to the central marble fountain, it is unknown if the marble is friable.

There are four carved Pegasi placed in line with the cardinal directions. Three of the four are facing their heads to their right, the west Pegasus is facing to its left. The pegasi are deteriorated. The bottom of

the stones of the east and west pegasi have spalled and have been previously repaired. Both repairs are failing. The mortar between the carved pegasi and their bases have 100% mortar loss.

There is a scalloped second tier basin carved out of Italian marble that has four faces that once spouted water into the concrete basin below. The underside of the basin has mineral accretion build-up and biological growth.

There is a scalloped third tier basin which has copper staining on the underside surface. This indicates that there is or once was copper piping on the interior of the fountain. Removal of the staining is not recommended. An attempt to remove the stain could draw more of the stain to the surface of the masonry.

There is a scalloped fourth tier basin. It is cracked along the outer edge all the way around. The figure on the top is in fair condition. It still has carved definition.

**Priority: High**

*Please note that the fountain must be drained prior to any work occurring.*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
Assess fountain operation	Retain plumbing and water treatment specialist to inspect the fountain. Address recommendations provided by the specialist regarding piping and waterproofing.	
General Cleaning	Detergent cleaning and low-pressure washing all masonry (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Boom Lift
Remove biological growth	Clean masonry with biological solution per manufacturers application instructions Fountain, pathway, and plaque are included.	Scrub brush Filtered water Biological cleaner for masonry Low pressure washer
Remove mineral accretions	Mechanically remove mineral accretions. Perform mock ups to determine best approach.	



Treat exposed corroded rebar on concrete basin and patch losses	Mechanically remove corrosion deposits. Apply rust converter to exposed metal. Patch loss in concrete, color matched to clean concrete.	Stainless steel wire brushes Rust converter Concrete patching material Mineral pigments
Fill cracks in marble and concrete	Clean out cracks with detergent and water. Flush with denatured alcohol. Fill cracks with appropriate material, color matched to clean masonry.	Syringes Mineral pigments Fill material Boom lift
Repoint joints	Perform mortar analysis to specify existing mortar. Repoint missing joints with mortar	Pointing mortar
Restore bronze plaques (2)	Strip remnant coatings. Repatinate to achieve a brown color. Apply hot and cold wax and buff per manufacturers application recommendations	Strippers Patina chemicals Wax Buffing brush
Consolidation (TBD)	Apply consolidation to friable marble per manufacturers application recommendations and testing.	Consolidation testing Consolidation chemicals

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing all masonry (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Boom Lift	Annual
Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Remove debris from fountain basins. Remove vegetation near the base of the fountain	Ladder Net	Weekly/bi-weekly

Wax bronze plaques (2)	Apply paste wax and buff metal elements per manufacturers application recommendations	Wax Buffing brush	Annual
Replace light bulbs/ Fix lighting failures	Inspect lighting system to determine cause of lighting failure		One-time inspection Annual condition check
Chemically treat water	Retain plumbing and water treatment specialist to recommend and treat water		Determined by chemical method chosen



Figure 2. Bronze plaque on west side on concrete basin (photo by EverGreene, February 2021).



Figure 3. Bronze plaque on oolite base south of the fountain (photo by EverGreene, February 2021).



Figure 4. Detail of the typical mineral accretions on the outside of the concrete basin (photo by EverGreene, February 2021).



Figure 5. Detail of mineral accretions that have built-up to about 1" (photo by EverGreene, February 2021).



Figure 6. Displaced door (photo by EverGreene, February 2021).



Figure 7. Corroded ferrous metal resulted in damage and loss in concrete (photo by EverGreene, February 2021).





Figure 8. South side of east pegasus, much of the carved detail remains (photo by EverGreene, February 2021).



Figure 9. Front of north pegasus, biological growth can be seen on east and west pegasi (photo by EverGreene, February 2021).



Figure 10. Previously repaired spall on north pegasus (photo by EverGreene, February 2021).



Figure 11. Previously repaired spall on west Pegasus; biological growth (photo by EverGreene, February 2021).





Figure 12. Undersides of lower marble and middle basin; soiling, discoloring, and mineral accretion (photo by EverGreene, February 2021).



Figure 13. Lighting hardware in lower basin, no water has collected in the lower basin (photo by EverGreene, February 2021).



Figure 14. Copper staining on underside of top basin; cracks along entire edge of top basin; soiling and biological growth (photo by EverGreene, February 2021).



<b>Sculpture/ Title:</b>	<i>S5 – Midsummer Nights Dream</i>
<b>Artist:</b>	R & R Studios
<b>Coral Gables #:</b>	2018.3.1
<b>Year Created:</b>	2018
<b>Date Assessed:</b>	February 23, 2021
<b>Location:</b>	Balboa Plaza, Coral Gables
<b>Materials:</b>	Bench: oolite Lamps: coated aluminum
<b>Overall Dimensions:</b>	Bench: 30' x 4'-6" x 8'

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**Description:**

Midsummer Night's Dream consists of 1 large bench and 2 large lamps. The artwork sits in front of a large banyan tree. The bench is made of oolite. The lamps are acrylic coated aluminum.

**Condition:** *Good*

The bench and lamps are in good condition. Biological growth and soiling are on all surface except for the back and sides of the bench which are protected. The natural depressions and pores in the oolite allow for moisture and soiling to collect which creates an environment for biological growth to thrive.

The lamps are in good condition. There are few abrasions. The paint is in excellent condition and well-adhered. The banyan tree has dropped a vine in to the center of the northwest lamp. The vine has grown and expanded within the lamp structure and has caused distortion in the metal.

**Priority: Medium**

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
<b>URGENT: Remove vine from north west lamp</b>	<b>Cut vine. Remove the vine from the lamp.</b>	<b>Ladder or lift Sheers</b>
General Cleaning	Detergent cleaning and low-pressure washing for both the stone and lamps (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Detergent Bench
Remove biological growth from base	Clean masonry with biological solution per manufacturers application instructions	Scrub brush Filtered water Biological cleaner for masonry Low pressure washer Bench

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing for both the stone and lamps (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Detergent Bench	Annual
Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Keep surrounding area maintained and soiling/debris away from the bench and lamps. Remove debris that collects on the pieces	Possible ladder or lift to maintain banyan from above	Weekly/bi-weekly



Check/replace light bulbs	Replace light bulbs as needed	Ladder or lift	As needed
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Figure 1. Northwest lamp and northwest side of bench; red arrow points to the vine that has entered the lamp structure (photo by EverGreene, February 2021).



Figure 2. Southeast lamp and southeast side of bench (photo by EverGreene, February 2021).



Figure 3. Detail of oolite stone, biological growth (photo by EverGreene, February 2021).



Figure 4. Accumulation of soiling and debris (photo by EverGreene, February 2021).





Figure 5. Protected oolite surfaces have minimal biological growth and soiling (photo by EverGreene, February 2021).



Figure 6. Plaque on ground, southeast corner (photo by EverGreene, February 2021).



Figure 7. Artwork prior to accumulation of soiling and biological growth (photo courtesy of Coral Gables website, <https://www.coralgables.com/ArtinPublicPlaces>).



<b>Sculpture/ Title:</b>	<i>S6 –Shoes</i>
<b>Artist:</b>	Hector Lombana
<b>Coral Gables #:</b>	1976.1.1
<b>Year Created:</b>	1976; installed 1979
<b>Date Assessed:</b>	February 22, 2021
<b>Location:</b>	Cartagena Circle, Coral Gables
<b>Materials:</b>	Reinforced cast concrete
<b>Overall Dimensions:</b>	Approx. 10' x 10' x 7'

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**Description:**

*Shoes* is a reinforced cast concrete sculpture set on a concrete platform. The artwork consists of two separate pieces: a left shoe which is placed on its side on the north and a right shoe that is placed upright on the south. The platform has 3 plaques: 2 bronze and 1 concrete.

*Shoes* is placed in the center of a busy vehicular traffic circle. There are no side walks or crosswalks to access the center of this traffic circle which makes it difficult for the public to access this artwork. The Coral Gables Waterway is just north of the traffic circle.

At the time of the assessment, the surrounding vegetation was overgrown, but mostly set back from *Shoes*. The banyan tree covers the sculpture which provides shade and protection while also dropping its fruit and organic debris on the sculpture. There is a semi-circular bench to the east of the sculpture.

The artist’s signature is on the skyward facing surface of the north shoe.

In 2010, the sculpture was severely damaged in a vehicle accident. The sculpture was removed from its location, repaired, and reinstalled in 2012.<sup>1</sup>



Figure 1. Bird’s eye view of Cartagena Park, Old Shoes’ location is highlighted in yellow, (image courtesy of Google Maps, March 2021).

**Condition:** *Poor*

*Shoes* is in poor condition. It is heavily soiled with accumulated vegetation debris. There is biological growth on both of the shoes which includes lichen and plant growth. There are network cracks on both of the shoes. Mineral accretions are forming on the outside of those cracks. It is severe enough for stalactites and stalagmites to form outside of the cracks. There are large losses of concrete. Ferrous staining from the reinforced rebar embedded in the artwork. Debris has collected in the upright south shoe. The coating has failed.

The platform is in poor condition. There are large losses on all surfaces. Delamination and network cracking are pervasive. There are previous repairs on the surfaces of the base which indicate that this delamination deterioration is not a new condition. The concrete plaque has been repaired, likely at the time of the sculpture repair work in 2012.

**Priority:** *High*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing for both the platform and shoes (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Detergent Bench Bakers’ scaffold / ladder

<sup>1</sup> RLA Treatment Report provided by the City of Coral Gables, 2012.

Remove biological growth	Clean masonry with biological solution per manufacturers application instructions.	Scrub brush Filtered water Biological cleaner for masonry Low pressure washer Bench / ladder
Remove ferrous staining	Apply ferrous stain remover per manufacturers application recommendations.	Ferrous stain remover
Restore metal plaques	Mechanically remove corrosion on plaques. Patinas as needed to achieve a statuary brown color. Hot and cold wax and buff per manufacturers application recommendations.	Bronze bristle brushes Abrasives Patinas Hot and cold wax
Remove mineral accretions	Use micro-abrasive methods to remove mineral accretions.	Abrasive media
Fill cracks and losses	Fill cracks with masonry crack filler color matched to stone.	Masonry crack filler, color matched to existing concrete
Coating application	Remove failed/unstable paint. Apply paint to areas of paint loss. Apply per manufacturers application recommendations.	Exterior grade paint compatible with outdoor concrete, color matched to existing. Multiple colors should be matched and applied to match the existing mottling.
Remove delaminated surfaces from platform and fill losses	Mechanically remove delaminated surfaces. Apply conservation mortar to areas on loss color-matched to existing pink color.	Mortar Mineral pigments Chisel

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing for both the platform and shoes (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Detergent Bench	Annual



		Bakers' scaffold / ladder	
Conditions Check	Visual inspection from ground.	Camera	Annual
Clear weep holes	Clean out debris accumulated in weep hole is both shoe pieces.	Scrub brush Vacuum	Annual
Site Maintenance	Keep surrounding area maintained and soiling/debris away from base of sculpture. Remove debris that collect inside the upright shoe.	Bench	Weekly/bi-weekly
Wax metal plaques	Apply paste wax and buff metal plaques per manufacturers application recommendations.	Wax Buffing brush	Annual



Figure 2. Ferrous corrosion deposits and staining on the bottom of the north shoe (photo by EverGreene,



Figure 3. Extensive mineral accretions, typical stalactites and stalagmites forming on bottom of sculpture (photo by EverGreene, February 2020).



Figure 4. More mineral accretions, actively dripping at the time of the assessment (photo by EverGreene, February 2021).



Figure 5. Plant growth and cocoons in the north shoe, banyan fruit deposited on sculpture and platform (photo by EverGreene, February 2021).



Figure 6. View of inside of south shoe, accumulation of soiling and debris (photo by EverGreene, February 2021).



Figure 7. View of north shoe, biological growth and debris (photo by EverGreene, February 2021).





Figure 8. Lichen (photo by EverGreene, February 2021).



Figure 9. Coating failure and loss (photo by EverGreene, February 2021).



Figure 10. Typical loss of surface of platform (photo by EverGreene, February 2021).



Figure 11. Delamination on platform, 1/2 cm gap (photo by EverGreene, February 2021).



Figure 12. Concrete plaque (photo by EverGreene, February 2021).



Figure 13. Bronze plaques (photo by EverGreene, February 2021).





<b>Sculpture/ Title:</b>	<i>S7 – Vessel</i>
<b>Artist:</b>	Leonel Matheu
<b>Coral Gables #:</b>	2015.2.1
<b>Year Created:</b>	2004
<b>Date Assessed:</b>	February 22, 2021
<b>Location:</b>	Cartagena Circle, Coral Gables
<b>Materials:</b>	Marble, concrete base
<b>Overall Dimensions:</b>	Base: 42" x 17" x 23.5" Sculpture: 40" x 15" x 47"

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**Description:**

The sculpture is carved in marble set on top of a coated concrete base. The sculpture is placed along a walking path next to a busy vehicular traffic circle. The sculpture is easily accessible by the public. The Coral Gables Waterway is north of the sculpture. At the time of the assessment, the landscaping around the object was well maintained although it was encroaching on the object on the south side. The mulch of the landscaping surrounded the concrete base.

It is in an open area and receives frequent rain washing and sun.

**Condition:** *Good*

The sculpture has accumulated soiling at the top indentation. There is a visible water line at the top of the sculpture where the indentation fills with rainwater. Biological growth is present on the north east face of the sculpture. The polished surface of the marble has minimal deterioration. There are several abrasions on the marble likely from human interaction. There are two fills on the north west face that have discolored. The fill that is higher up is in good condition, there is loss of one small area. The fill lower down is in great condition, besides the discoloration.

The rectangular base is in fair condition. Biological growth and accumulation of lichen are on all surfaces. The joint between the concrete and the marble is in good condition. No visible metal staining on base or marble. Stainless-steel pin is likely in good condition.<sup>1</sup> The blue coating has failed irregularly. A photograph that the artist posted online was referenced for this assessment. The photograph shows what the sculpture looked like shortly after installation at its current location.<sup>2</sup> The sculpture's base was a consistent dark blue color. The documentation provided to EverGreene does not specify what material was used to provide the color.

**Priority:** *Low*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing for both the stone and base (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Detergent Bench / ladder
Remove biological growth	Clean masonry with biological solution per manufacturers application instructions	Scrub brush Filtered water Biological cleaner for masonry Low pressure washer Bench / ladder
Fill loss	Clean out loss with detergent and filtered water. Fill losses.	Marble epoxy filler
Reapply coating	Reference artist's photo from installation for replication of original coating.	Dark blue concrete coating.

<sup>1</sup> Concrete base shop drawings by Eastern Engineering group dated 1/4/2016, provided by the City of Coral Gables.

<sup>2</sup> Leonel Matheu photograph taken June 7, 2016.

<https://www.flickr.com/photos/inkoncanvasbyleonelmatheu/28573375231/in/album-72157670684150580/>

	Protect marble sculpture. Apply coating to create an even dark blue color per manufacturers application specifications to a clean dry surface.	
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Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing for both the stone and base (<500 psi).	Low pressure washer Heated, filtered water Scrub brush Detergent Bench / ladder	Annual
Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Keep surrounding area maintained and soiling/debris away from base of sculpture.		Weekly/bi-weekly



Figure 1. Landscaping generally well-maintained, foliage encroaching on artwork and mulch surrounding base of artwork. (photo by EverGreene, February 2021).



Figure 2. View of artwork from the south west (photo by EverGreene, February 2021).



Figure 3. Joint is in good condition, concrete staining has deteriorated (photo by EverGreene, February 2021).



Figure 4. Detail of soiling accumulation on top of marble sculpture where rainwater pools (photo by EverGreene, February 2021).



Figure 5. Biological growth on north east face of sculpture (photo by EverGreene, February 2021).



Figure 6. Discolored fills in marble on north west face of the sculpture (photo by EverGreene, February 2021).





Figure 7. Biological growth on north east face of sculpture (photo by EverGreene, February 2021).



<b>Sculpture/ Title:</b>	<i>S8 - Juan Ponce de Leon</i>
<b>Artist:</b>	unknown
<b>Coral Gables #:</b>	n/a
<b>Year Created:</b>	unknown
<b>Date Assessed:</b>	February 22 & 24, 2021
<b>Location:</b>	Ponce de Leon Park, Coral Gables
<b>Materials:</b>	Bust: painted concrete Base: oolite
<b>Overall Dimensions:</b>	16" x 13" x 22.5" Base 36" x 19" x 35"

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**Description:**

The base material of the bust is a cast stone with shell inclusions. A fine slurry was applied on top to create a smooth surface. The bust was then coated with a paint with bronze powder. The likely intent

was to make it look like the bust was cast bronze.<sup>1</sup> This is placed on the ground, surrounded by grass on three sides and a concrete walkway on the south. It is placed just north of the Fountain of Youth, facing south. There is a bronze plaque beneath the bust on the south side.

The work is signed on the bottom of the proper left shoulder of the bust. It is illegible.

**Condition:** *poor*

The bust of Juan Ponce de Leon has general soiling, paint loss, and presents an accumulation of biological growth. The west half of the sculpture is more heavily soiled and contains more biological growth than the east half. The biological growth is green, black, and orange in color.

The bronze powder has corroded overtime, turning the paint green in most locations. There are areas of the paint that remain not corroded that are likely representative of the original intended brown color. Both the paint and fine slurry have failed. The proper right side of the mustache has been infilled with a cementitious material. It has failed and powders when touched.

The joints of the oolite base appear to be in good condition with a hard mortar. Some of the natural voids in the oolite have been filled with a hard Portland cement. This is undesirable as the Portland cement will deteriorate the more porous and soluble limestone. Unfortunately, there is no way to remove the Portland cement without creating more damage.

**Priority:** *High*

Conservation Treatment Recommendations:

Work Procedures	Means and Methods	Equipment/materials
General Cleaning	Detergent cleaning and low-pressure washing (<500 psi) on the stone base and hose pressure on the bust.	Low pressure washer Heated, filtered water Scrub brush Detergent Bench / ladder
Remove biological growth	Clean masonry with biological solution per manufacturers application instructions. Low-pressure washing (<500 psi) on the stone base and hose pressure on the bust.	Scrub brush Filtered water Biological cleaner for masonry Low pressure washer Bench / ladder
Paint Analysis	Retain conservator to perform paint analysis to identify what paint was used originally and to	

<sup>1</sup> The provided documentation from the City of Coral Gables notes that in 1994, a conditions survey was performed. The bust was identified as being in good condition. The base material was identified as being cast bronze.

	help specify what paint should be applied.	
Paint bust	Site protect base. Apply paint (specified in paint analysis) to a clean, dry surface per manufacturers application recommendations.	Paint Bench / ladder
Restore bronze plaque	Mechanically remove corrosion. Patinate to achieve a reddish-brown color. Apply hot and cold wax and buff per manufacturers application recommendations	Bronze bristle brush Hot and cold wax Patina chemicals

Maintenance Recommendations:

Work Procedures	Means and Methods	Equipment	Frequency
General Cleaning	Detergent cleaning and low-pressure washing (500 psi) on the stone base and hose pressure on the bust.	Low pressure washer Heated, filtered water Scrub brush Detergent Bench / ladder	Annual
Conditions Check	Visual inspection from ground	Camera	Annual
Site Maintenance	Keep surrounding area maintained and soiling/debris away from base of sculpture. Keep grass cut. Remove plant growth from oolite indentations.		Weekly/bi-weekly
Wax plaque	Apply paste wax and buff metal elements per manufacturers application recommendations	Wax Buffing brush	Annual





Figure 1. Bust of Juan Ponce de Leon, view of east side (photo by EverGreene, February 2021).



Figure 2. Bronze plaque (photo by EverGreene, February 2021).



Figure 3. Previous repair on mustache (photo by EverGreene, February 2021).



Figure 4. Biological growth on the top of the bust (photo by EverGreene, February 2021).



Figure 5. Shell inclusions (photo by EverGreene, February 2021).



Figure 6. Loss and corroded paint coating (photo by EverGreene, February 2021).

# EXHIBIT 2

## fee schedule

DRAFT

FEE SCHEDULE: PUBLIC ART RESTORATION  
**Coral Gables Public Art Collection**

As set forth in Article 3, above, City shall pay Art Conservators Lab, LLC the total sum of up to, and not to exceed, One Hundred, Sixty-Seven Thousand Dollars (\$167,000) for the Work described in this Agreement, which sum shall represent the total compensation to Art Conservators Lab, LLC.

A separate amount shall be paid to Contractor for documented reimbursable expenses related to permitting fees not covered by the City.

Contractor will be paid in accordance with the following specified installments via check, upon submission of satisfactory invoices and documentation substantiating satisfactory completion of the portion of the Work for which payment is requested, and upon Contract Administrator's acceptance of said portion of the Work (as applicable).

Payments to Contractor shall be made for Work satisfactorily completed in accordance with the following schedule:

**Payment #1:**

Fifty Thousand, One Hundred, Dollars (\$50,100) to be paid upon execution of this Agreement.

**Payment #2:**

Fifty Thousand, One Hundred, Dollars (\$50,100) to be paid upon completion of, and documented support of Research and Testing; and securing of permits.

**Payment #3:**

Fifty Thousand, One Hundred, Dollars (\$50,100) be paid upon completion of treatment with photographic evidence provided and as determined by passing all final inspections.

**Payment #4:**

Seventeen Thousand, Six Hundred, Twenty-Five Dollars (\$16,700) be paid upon submission of satisfactory documentation and treatment reports.

January, 2022	Full Execution of Agreement
February - March, 2022	Research and Testing as needed; securing of permits
April - July, 2022	treatment with photographic evidence provided
August - September, 2022	Documentation and Treatment Reports