




MEMORANDUM

Date: August 25, 2020

To: James Makshanoff, City Manager

From: Anita D. Gutierrez, AICP, Development Services Director 

Subject: **Agreement for Commission of Public Art Work between City of Pomona and Brian Worley, for Restoration of Millard Sheets Fountains located along Second Street between Gibbs Street and Park Avenue**

Recommendation:

The Development Services Director recommends that the City Manager approve an agreement for the commission of public art work between the City of Pomona and Brian Worley, the Artist, for the restoration of existing Millard Sheets Fountains located within the Pomona Second Street Mall, a locally designated historic landmark, which includes four fountains located along Second Street between Gibbs Street and Park Avenue.

Fiscal Impact:

This action will expend \$191,832.32 (with up to 10% contingency, not to exceed \$211,015.32) from the Art in Public Places Program Public Art Fund (133-1712-59980-00000). The City of Pomona established the Public Art Fund, which is an interest-bearing account that is managed by the City Manager, or designee, into which public art funds, including donated funds, in-lieu funds, and/or public art grant funds are deposited.

Authority:

Section .5909-24—Public Art Requirement for Private Development of the Pomona Zoning Ordinance regulates the provision of public art in the City of Pomona, along with the Art in Public Places Policy and Guidelines Manual adopted by City Council.

Background:

On April 27, 2020, the Cultural Arts Commission (CAC) adopted a CAC Resolution approving a Final Design Plan for the restoration of the existing Millard Sheets Fountains in the amount of \$191,832.32 (plus ten-percent contingency), and recommended execution of an agreement between the City of Pomona and Brian Worley, the artist. In June 2019, in an effort to facilitate the expeditious pursuit of public art citywide using in-lieu funds, the CAC established by a request for qualifications an Artist Shortlist, representing artists and non-profit organizations from the City of Pomona and Los Angeles, Riverside, San Bernardino, and Orange Counties, from which future qualifying public art projects in the City of Pomona may be pursued. This agreement represents the third project from this list.



**CITY OF POMONA
AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK**

This Agreement for Commission of Public Artwork is entered into this August 25, 2020, by and between the City of Pomona, a charter city and municipal corporation (hereinafter the "City"), and Brian Worley (hereinafter the "Artist"). City and Artist are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, on April 27, 2020, the Artist's Final Restoration Plan ("the Proposal," which shall be attached as Exhibit "A") was reviewed and approved by the City's Cultural Arts Commission in accordance with Pomona Zoning Ordinance Section .5809—24—Public Art for Private Development;

WHEREAS, on April 27, 2020, the Cultural Arts Commission recommended execution of an agreement between the City of Pomona and the Artist; and

WHEREAS, the Artist is a qualified professional, and the City desires the Artist to restore the existing Millard Sheets Fountains located within the Pomona Second Street Mall, a locally designated historic landmark ("the Work"), which includes four fountains located along Second Street between Gibbs Street and Park Avenue. ("the Site");

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

ARTICLE 1: SCOPE OF WORK

1-1 GENERAL

The Artist shall perform all services and furnish all supplies, materials, artist and agent travel, and equipment as necessary for the design, execution, fabrication, transportation, and installation of the Work at the Site, and in accordance with the terms in this Agreement and the scope of work as attached in Exhibit A.

1-2 EXECUTION OF THE WORK

(a) Pursuant to Section 1-1 above, the Artist shall commence fabrication of the Work, in accordance with such schedules. Although the schedule may be amended by written agreement between the City and the Artist, it is agreed that the Artist shall

perform all of the obligations under this contract within 12 months from the date of execution of this contract.

(b) The City shall have the right to review the Work at reasonable times during the fabrication. The Artist shall submit to the City progress reports in accordance with the schedule required by Section 1-2.

(c) The Artist shall complete the fabrication and installation of the Work in substantial conformity with the approved Proposal.

(d) The Artist shall present to the City, in writing, for further review, any "significant changes" in the scope, design, color, size, material, or texture of the Work not permitted by or not in substantial conformity with the Proposal. A "significant change" is:

i. Any material change in the scope, design, color, size, material, texture, or location of the Work on the Site;

ii. Any material change in the Work that affects installation, scheduling, site preparation, or maintenance for the Work; or

iii. Any change in the concept of the Work as represented in the accepted proposal.

(e) If changes reviewed by the City are not approved, the Artist will not resume the Work nor resume the payment schedule until changes to the Work are reviewed and approved by the City.

1-3 DELIVERY AND INSTALLATION

(a) Prior to commencement of work at the Site, the Artist shall notify the City of schedules for installation. The Artist shall be responsible for all expenses, labor, and permits, which includes the issuance of a ***Minor Certificate of Appropriateness*** from the Planning Division as the Site is a locally designated historic landmark;

(b) Prior to delivery of the Work, the Artist shall notify the City in writing when fabrication of the Work is completed and the Artist is ready for delivery of the Work to the Site.

(c) The Artist shall provide for completion of the Work in compliance with appropriate codes and the approved schedule.

1-4 POST INSTALLATION

(a) Within thirty (30) days after the installation of the Work, the Artist shall furnish the City with the following documentation of the Work as installed:

- i. One set of digital photographs of the completed Work, one taken from each of three different viewpoints;
 - ii. The City shall have the right to duplicate and distribute for any noncommercial purpose the artwork documentation supplied by the Artist under this Agreement;
 - iii. The Artist shall be available at such time or times as may be agreed between City and Artist to attend any inauguration or dedication ceremonies relating to the transfer of The Work to the City. The City shall use its best efforts to arrange for publicity for the completed work in such art publications and otherwise as may be determined between the City and the Artist as soon as is practical following installation.
- (b) Upon execution of the Agreement, the Artist shall provide the City with written instructions for appropriate maintenance and preservation of the Work.

1-5 FINAL ACCEPTANCE

- (a) The Artist shall advise the City in writing when all services required under this Agreement have been completed in substantial conformity with this Agreement. This request shall be submitted using the City's ***Request for Final Acceptance of Public Art*** form.
- (a) The City shall notify the Artist in writing of the final acceptance (or nonacceptance) of the Work. This notification shall be provided to the Artist using the City's ***Notification of Final Acceptance of Public Art*** form.
- (b) Final acceptance shall be effective as of the earlier of the following dates:
- i. The date of the City's notice of final acceptance; or
 - ii. The 30th day after the Artist has sent written notice to the City required under Section 1-6(a) unless the City, upon receipt of such 30-day notice and prior to the expiration of the 30-day period, gives the Artist written notice specifying and describing the services, which have not been completed.

1-6 RISK OF LOSS

The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Work from loss or damages until final acceptance.

1-7 INDEMNITY

Upon final acceptance of the Work, the Artist shall indemnify and hold the City and its elected or appointed officials, employees, and/or agents harmless from any and all claims or liabilities then existing or arising thereafter from the Artist's negligence or willful misconduct in connection with the Work.

1-8 TITLE, ASSIGNMENT OF ROYALTY RIGHTS, AND WAIVER

- (a) Title to the Work shall pass to the City upon final acceptance. The Artist hereby assigns the right to collect any royalty payment provided by Civil Code section 986(a) to the City and to the City's assigns.
- (b) Except as expressly provided below, the City shall not intentionally damage, alter, modify, or change the Work without the prior written consent of the Artist.
- (c) The Artist acknowledges and agrees that the City may require the Site for purposes other than the display of the Work. For five (5) years after the execution of this Agreement, City agrees that it will notify the Artist of any proposed alteration of the Site that would require the removal or relocation of the Work or affect the intended character and appearance of the Work and will consult with the Artist in the planning and execution of any such removal, relocation, or alteration and will make a reasonable effort to maintain the integrity of the Work.
- (d) The Artist acknowledges and agrees that the City retains the right to relocate or remove the Work from public display for any reason, in accordance with Part 3, Section V. "Removal or Relocation of Public Art" in the Art in Public Places Policy & Guidelines Manual. Reasons for removing the Work from public display shall include, but not be limited to: hazards to public health, safety or welfare; unsightly or deteriorated conditions of the Work; or the need to access, repair and maintain public facilities.
- (e) Except as provided above, the Artist expressly waives, for himself and his successors in interest, to the greatest extent allowed by law, any rights he or she may have under California Civil Code sections 986, 987, 988 and 989.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2-1 AGREEMENT AMOUNT

- (a) The City shall pay the Artist an amount not to exceed ONE HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS AND THIRTY TWO CENTS (\$191,832.32), which is exclusive of a ten-percent contingency, which may not exceed NINETEEN THOUSAND ONE HUNDRED EIGHTY THREE DOLLARS (\$19,183.00), the combination of which may not exceed TWO HUNDRED ELEVEN THOUSAND FIFTEEN DOLLARS AND THIRTY TWO CENTS (\$211,015.32), which will constitute full compensation and payment for all services to be performed under this Agreement including execution, fabrication, artist and/or agent travel, transportation, and installation.

2-2 DISBURSEMENT

- (a) Payment shall be made in accordance with the following Disbursement Schedule:

Disbursement	Amount	Action Required Prior to Disbursement
1	\$40,000	Execution of Agreement
2	\$40,000	Request for Disbursement following completion of first fountain, submitted by Artist and reviewed and approved by City. (See Section 2-2 (b))
3	\$40,000	Request for Disbursement following completion of second fountain, submitted by Artist and reviewed and approved by City. (See Section 2-2 (b))
4	\$40,000	Request for Disbursement following completion of third fountain, submitted by Artist and reviewed and approved by City. (See Section 2-2 (b))
5	\$31,832.32	Request for Disbursement following completion of fourth fountain, submitted by Artist and reviewed and approved by City. (See Section 2-2 (b))
		Request for Final Acceptance of Public Art submitted by Artist to City. Notification of Acceptance of Public Art provided to Artist by City. (See Section 1-5)
Total	\$191,832.32	

(b) Prior to the issuance of any disbursement beyond the initial disbursement, the Artist shall submit a **Request for Disbursement** to the Planning Division, using the City's form. This request shall provide evidence of the Artist working towards completing the Scope of Work, and shall include a detailed invoice, original receipts, and other documentation as needed. Any request to use contingency funds must be submitted as part of this request and, if approved, would be included as part of the following disbursement. Requests for contingency must also demonstrate that the Artist requires use of such funds to complete some element of the scope of work as identified in Exhibit A. Contingency requests must be made before Disbursement 5.

(c) Payment shall be issued within 30 days of approval of Request for Disbursement by Planning Division.

2-2 ARTIST'S EXPENSES

The Artist shall be the responsible party for all mailing or shipping charges on submissions to the City, and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

ARTICLE 3: WARRANTIES

3-1 WARRANTIES OF TITLE

The Artist represents and warrants that:

- (a) The Work is solely the result of artistic effort of the Artist;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright;
- (c) That the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and
- (d) The Work is free and clear of any liens or claims from any source whatsoever.

3-2 WARRANTIES OF QUALITY AND CONDITION

The Artist represents and warrants that:

- (a) The execution and fabrication of the Work will be performed in a professional manner (expert, qualified, skilled);
- (b) The Work, as fabricated and installed, will be free from defects in material (except such defects as are normally present and unavoidable in natural materials and outlined in Proposal) and workmanship, including any defects or qualities which cause or accelerate deterioration of the Work; and
- (c) Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations by the Artist to the City;
- (d) The warranties described in this Section 3-2 shall survive for a period of one (1) year after final acceptance of the Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the instruction of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional standards, including for example, cure by means of repair or refabrication of the Work as determined by the City.

3-3 WARRANTIES OF WORK

The Artist represents and warrants that:

- (a) The Work will not substantially vary or deviate from the City approved Work without the prior written consent of the City.

(b) It is agreed that the Artist has not intended to include hidden, subliminal or camouflaged messages of any kind or nature. However if due to unforeseen circumstances the City requests changes in the Work for this reason, it will do so at no expense to the Artist. If changes are requested, the Artist can thereafter solely decide whether the Work should continue to be attributed to the Artist. The City will comply with the Artist's decision at no expense to the Artist.

ARTICLE 4: INSURANCE

4-1 GENERAL

The Artist shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- a. For any work to be performed on City property:
 - i. A policy or policies of **Comprehensive General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Artist. The general liability insurance shall contain an **additional insured endorsement** naming the City, including its elected or appointed officials, officers, directors, employees, agents, and volunteers as additional insureds. The insurance documents shall be comprised of and submitted as a certificate of insurance that names the City as the certificate holder and a separate insured endorsement.
- b. For any work to be performed within City public right-of-way:
 - i. A policy or policies of **Comprehensive General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Artist. The general liability insurance shall contain an **additional insured endorsement** naming the City, including its elected or appointed officials, officers, directors, employees, agents, and volunteers as additional insureds. The insurance documents shall be comprised of and submitted as a certificate of insurance that names the City as the certificate holder and a separate insured endorsement.
 - ii. The Artist shall also apply for and receive approval for an **Encroachment Permit** from the Public Works Department, which includes the execution of a **Hold Harmless** agreement for the duration of the work performed.
- c. If Artist uses a vehicle for delivery and installation to City property or within City public right-of-way:

- i. A policy or policies of **Comprehensive Vehicle Liability Insurance** covering personal injury and property damage, with minimum limits of \$1,000,000 combined single limit covering any vehicle utilized by the Artist in performing the work required by this Agreement. The vehicle insurance shall contain an **additional insured endorsement** naming the City, including its elected or appointed officials, officers, directors, employees, agents, and volunteers as additional insureds. The insurance documents shall be comprised of and submitted as a certificate of insurance that names the City as the certificate holder and a separate insured endorsement.
 - d. If Artist has additional workers/subcontractors directly employed on City property or within City public right-of-way:
 - i. **Workers' Compensation insurance** as required by the State of California.
 - ii. Such workers/subcontractors shall provide Insurance coverage as applicable in paragraphs (a-c).
2. The City's Risk Manager may, in writing, amend and/or waive the insurance provisions set forth in Section 4-1 herein. In such case, the Artist shall comply with the insurance provisions required by the City's Risk Manager.
4. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide.
6. At all times during the term of this Agreement, the Artist shall maintain on file with the Development Services Department a certificate or certificates of insurance on the form approved by the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. The Artist shall, prior to commencement of work under this Agreement, file with the Development Services Department such certificate or certificates. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
7. The insurance provided by the Artist shall be primary to and will not seek contribution from any insurance available to the additional insured. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.
8. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the Artist shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or the Artist shall procure a bond guaranteeing payment of losses and expenses.

ARTICLE 5: COPYRIGHT

5-1 Copyright in the Work and related design, drawings, sketches, and models will be owned by the Artist until acceptance of the Artist's Work by the City pursuant to Section 1-6 hereof. Notwithstanding the foregoing, the Artist agrees not to make use of such copyright in the Work for any purpose other than the performance by the Artist of the Artist's obligations under this Artwork Agreement, without the written consent of the City. Upon acceptance of the Artist's Work pursuant to Section 1-6 hereof, copyright in the Work will be owned jointly by the City and the Artist and no further use of the copyright will be made by the Artist or the City without the written consent of the other, which consent will not be unreasonably withheld.

5-2 The Artist certifies that the Artwork is a unique work of art especially designed for the City, and shall not duplicate or reproduce the Work nor shall the Artist permit others to do so except with the written permission of the City.

5-3 The City has the right to reproduce and distribute in printed form and on commercial documents and or brochures or any other literature of the City describing or dealing with its real estate holdings, photographs, realistic renderings, videotapes, or films of the Work. Such reproductions and use of the images of the Work for promotional purposes shall not constitute a breach of copyright and no royalty shall be due and payable by the City to the Artist for such use.

5-4 CREDIT TO THE ARTIST

All reproductions of the Work by the City shall contain a credit to the Artist.

5-5 CREDIT TO THE CITY

The Artist shall use his best effort to give a credit in any public showing under the Artist's control of illustrations of the Work as follows: "An original work owned and commissioned by the City of Pomona, California."

ARTICLE 6: ARTIST'S RIGHTS

6-1 MAINTENANCE

The City shall reasonably protect and maintain the Work against the ravages of time, vandalism, and the elements, in accord with the instructions of the Artist provided under Section 1-5(b).

6-2 ARTIST REPRODUCTION RIGHTS

Pursuant to Article 5, Section 5-1, the City agrees that the Artist shall have the right to reproduce and distribute in printed form and on non-commercial educational materials and brochures advertising or promoting the Artist and the Artist's career, two-dimensional images such as photos, slides or realistic renderings, video tapes,

or films of the Work as installed and formally accepted by the City. Such reproductions and use of the images of the Work for promotional and educational purposes shall be deemed to not constitute a breach of copyright in any way and no royalty fee shall be due and payable to the Artist for such use. Such reproduction and images of the Work for publicity, promotion, and educational purposes shall, to the extent reasonably possible and appropriate, give reference to the City of Pomona.

ARTICLE 7: ARTIST AS INDEPENDENT CONTRACTOR

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City. The City alerts the Artist to the provisions of the Labor Code §1771, which may require the payment of prevailing wages.

ARTICLE 8: ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Neither the City nor the Artist shall assign or transfer any interest in this Agreement without prior written consent of the other. The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance or visual quality of the Work and shall be carried out under the personal supervision of the Artist, and in accordance with all applicable laws.

ARTICLE 9: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill, in a timely or proper manner, or otherwise violate any of the covenants or agreements material to this Agreement, then the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting party shall have ten (10) days after receipt of the notice to cure the default. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other products prepared and submitted as part of the Final Design Plan or paid for through disbursement under this Agreement shall, at the City's option, become City property. This, however, shall not relieve the Artist of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist. In addition to all other remedies, the City may reasonably withhold payments to the Artist until such time as the exact amount of damages due the City from the Artist is determined.

ARTICLE 10: CONTRACT ADMINISTRATOR

The Contract Administrator for this Agreement shall be Anita Gutierrez of the City of Pomona, or his or her designee.

ARTICLE 11: NONDISCRIMINATION

In carrying out the performance of the services designated, the Artist shall not discriminate as to race, religion, sex, age, sexual orientation, national origin, the presence of any physical, mental or sensory handicap, or any other basis prohibited by applicable law.

ARTICLE 12: COMPLIANCE

The Artist shall be required to comply with all federal and state laws and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement, including but not limited to, the Pomona Municipal Code.

ARTICLE 13: ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 14: MODIFICATION

No alteration, change, amendment, or modification of the term of this Agreement shall be valid, unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

ARTICLE 15: WAIVER

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, or conditions in this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right nor an acceptance of performance.

ARTICLE 16: GOVERNING LAW

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 17: HEIRS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the City and of the Artist and of their respective heirs, personal representatives, successors, and permitted assigns.

ARTICLE 18: NOTICES

All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery and receipt thereof, as the case may be, if

delivered personally or sent by certified mail, return receipt requested, postage-prepaid as follows:

City:
c/o
Art in Public Places Program
Planning Division
City of Pomona
505 S. Garey Avenue
Pomona, CA 91766

Artist:
c/o
Brian Worley
1132 Morningside Drive
Claremont, CA 91711

ARTICLE 19: ATTORNEY'S FEES

Should any action or proceeding be brought to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by his respective authorized officers or representatives as of the day and year set forth on page one of this Agreement.

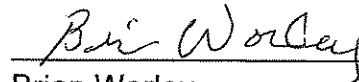
CITY OF POMONA:



James Makshanoff
City Manager

Date: 8/28/2020

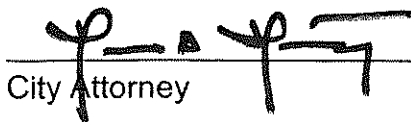
ARTIST:



Brian Worley

Date: 8/27/2020

APPROVED AS TO FORM:



City Attorney

CITY OF POMONA
MILLARD SHEETS FOUNTAINS
RESTORATION PROJECT

Artist Introduction, Narrative, Contractor Qualifications

My name is Brian Worley. My history is uniquely linked to Millard Sheets. My grandmother studied with and went on painting excursions led by Millard Sheets. My aunt, Nancy Colbath, worked for Millard Sheets. She was in charge of the mosaic studio and also assisted in painted and ceramic mural production. Beginning in 1967, while attending Pomona College, I worked in the studio part-time. After graduating from college, I left the area for a couple of years but returned to work full time in the studio in 1974 after the sudden death of my aunt. I continued to work there for eight years. During that time, I became proficient in all aspects of mosaic art, was the studio photographer, delivered and oversaw the installation of the mosaic murals, and provided support for Millard in a broad variety of projects.

Because of this history and my local residency, I have been observing the condition of the 2nd Street Mall for decades. In 2016, I contacted the City Community Development Director to propose restoration of the mosaics and was directed to produce a proposal that would cover all aspects of restoration for each fountain. In developing the proposal, I came to the conclusion that partnering with Spectra Company would ensure the provision of expertise needed in every aspect of the restoration scope. I delivered that proposal in December of 2016. Turnover in city management positions and other considerations stalled any action on that proposal, but I believe my actions have contributed to leading the process to its current status. Guiding me in all of this is a conviction often emphasized by Millard Sheets that “art is essential to daily life.”

Preservation of the fountains, their art and history is essential. The process would begin with a revue of their history with the Cultural Arts Commission Citizen’s Advisory Committee to establish project intent for missing or relocated art features and site conditions and realities relative to provision of lighting and plaques. This process would be documented, as would all ongoing processes and ensuing work.

Information on plaques located at each fountain would focus on both history and process-noting any loss of art or changes.

As a pre-qualified artist, I will oversee all aspects of the restoration. My company, Brian Worley Art & Restoration Inc. will be the primary contractor. I am a bonded, state-licensed general contractor, with all required insurance. Spectra Company will act as my sub-contractor. Based upon outcomes of anticipated discussion with the Cultural Arts Commission Citizen's Advisory Committee, it is possible that one or two other sub-contractors (plumbing & electrical) might be required, but my main focus as artist would be the restoration of the mosaics, cleaning and repair of sculptures, possible lighting, and creation of the plaques. Under my supervision, Spectra Company would focus on restoration of travertine, precast concrete, and the re-lining of the pools. An initial inspection of the pumps and discussion with city maintenance personnel indicate that three of them are in good working order. I have budgeted for the replacement of the fourth pump. I have also reserved some money for lighting and would want to review lighting possibilities with the committee. I have also provided a figure for a plaque to be located at each fountain. Composition and materials for the plaque are to be determined in discussion with the committee.

In my thirty-year career in educational facilities planning and construction, I have directly overseen or advised on projects ranging from thousands up to 67 million dollars in cost. During my tenures at the University of La Verne and Claremont Mc Kenna College, I was the campus liaison for the installation of all art-culminating in a large Chris Burden installation at CMC. Recent projects undertaken by my company include removal for preservation of an eighteen-foot by eighty-foot ceramic tile mural at the Port of Long Beach, removal for re-installation of a sixteen-foot by forty-foot mosaic mural at the former Santa Monica Home Savings, creation and installation of an eight-foot by thirty-two foot mural at the University of La Verne, and cleaning and restoration of four large mosaic mural walls and an altar mosaic at the Saint Paul the Apostle Catholic Church in Westwood, Ca. My subcontractor for this project, The Spectra Company, is a pre-eminent restoration, preservation, and conservation company with major projects throughout the West Coast.

The following outline reviews estimated costs for scope outlined in the RFP.

RESTORATION PROCESS BY FOUNTAIN:

FOUNTAIN #1

FOUNTAIN #1 - ORNAMENTAL CONCRETE RESTORATION

2nd and Locust (South)

Restoration of the concrete around the perimeter of the fountain basin

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces.
- Clean historic ornamental concrete utilizing a pressurized water cleaning approach.
- Saturate with water and keep wet through cleaning process
- Apply restoration cleaners, as required, to include:
 1. Masonry cleaner: Prosoco Enviro Klean EK Restoration Cleaner.
 2. Water deposit remover: Prosoco T1261 Water Deposit Remover.
 3. Biocide: Jahn D/2 Architectural Antimicrobial.
 4. Rust and scale remover: Prosoco Rust and Scale Remover.
- 1. Using cleaner, scrub with natural bristle brush to remove dirt, atmospheric soiling, biological growth, contaminants, and staining of ornamental concrete, to restore to a condition as close to original as possible.
- 2. Pressure wash to remove dirt, contaminants, and excess cleaner.
- 3. Remove damaged, deteriorated, and inappropriate mortar.
- 4. Mechanically remove damaged and deteriorated sections of ornamental concrete, exposing deteriorated ferrous metal (rebar) and prepping for patching.
- 5. Mechanically remove rust and deterioration of exposed rebar.
- 6. Immediately treat exposed rebar and stable substrate with Sika Armatec 110 Epocem bonding bridge and reinforcement protection.
- 7. Remove dust and contaminants from the pours of areas to be restored.
- 8. Color match historic ornamental concrete with Jahn Cathedral Stone M90 Concrete Repair Mortar.
- 9. Patch/repair damaged ornamental concrete using Jahn Cathedral Stone M-90 Concrete Repair Mortar, matching the historic ornamental concrete as close as possible.
- 10. Color match historic mortar.
- 11. Repoint missing and removed mortar matching the historic mortar in color, texture, and application.
- 12. Seal with PPK water sealant

Specific Exclusions: Replacement of panels, exposing undamaged rebar, and "character cracks" less than 1/16".

Sub Total - \$ 8,026.80

FOUNTAIN #1 - BASIN WATERPROOFING

Recoating of basin waterproofing

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces and fountain sculptures.
- Drain the water feature.
- Using sand blasters, floor grinders and/or hand held grinders; remove the top layer of the existing waterproofing material so that a proper adhesion surface is created.
- Perform ¼-inch cuts along any existing cracks with a diamond saw blade.
- Pressure washing to remove any excess debris or sediment.
- Perform an acid etch into the sidewalls and basin of the waterscape.
- Apply sikaflex primer on all 90-degree angles, corners, and cracks.
- Apply sikaflex caulking to all 90-degree angles, corners and cracks.
- Apply a wet scrub coat of mixed Miraflex membrane C onto the surface and immediately apply Miracote poly fabric and 60 mils WFT of Miraflex membrane C, encapsulating the fabric.
- Mix Miraflex membrane C liquid and Miraflex membrane C powder.
- Apply the first coat of Miraflex membrane product via trowel throughout the entire water feature.
- Return 24 hours later, mix and apply (60 mils thickness) the second coat of Miraflex membrane C via trowel throughout the entire waterscape.
- Curing period will take up to 2 days before the water feature can be refilled and start up operations performed.

Specific Exclusions: Mechanical/electrical fountain equipment, unforeseen problems with the substrate.

Sub Total - \$ 9,927.00

FOUNTAIN #1- TRAVERTINE RESTORATION

Restoration of travertine panels to include:

- A. Cleaning
- B. Infill of losses and pitting.
- C. Rehoning
- d. Sealing

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces.
- Strip faulty and deteriorated sealer with Miracle Mira Strip.
- Remove large chunks of debris with non metallic tools.
- Clean historic stone utilizing a “low” pressurized water wash.
- Apply poultice cleaner to remove embedded staining
- Reset loose and dislodged stone. Secure loose stone with a Helifix anchoring system.
- Patch losses and pitting with Jahn Cathedral Stone M-120 Marble Repair Mortar. Patches to match adjacent surfaces as close as possible.
- Patch cracks with Scotco Marble Repair Glue and tinting system matching the existing stone as close as possible.
- Polish with low grit diamonds and a progressive honing technique to restore the original finish to the surface.
- Color match historic mortar.
- Re-point missing and removed mortar matching the original grout as close as possible in color, texture, and application.
- Apply two (2) coats of “511” impregnating sealer.

*One mock up to be provided for approval prior to restoration.

Specific Exclusions: Stone replacement, structural work, removal of sound stone.

Sub Total - \$10,944.40

FOUNTAIN #1—DOLPHIN SCULPTURE CLEANING AND REPAIR

Re-attach missing fin and clean bronze sculpture.

Sub Total-- \$2,850

FOUNTAIN #1—PLAQUE

Create and install identification plaque.

Sub Total- \$1,800

FOUNTAIN #2

FOUNTAIN #2 - HISTORIC MOSAIC TILE RESTORATION

Restoration of the historic Milliard Sheets glass tile mosaic.

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces.
- Remove any adhered debris with non metallic tools.
- Clean historic glass tile utilizing a pressurized water chemical cleaning approach.
- Saturate with water and keep wet through cleaning process
- Apply restoration cleaners, as required, to include:
 1. Masonry cleaner: Prosoco Enviro Klean EK Restoration Cleaner.
 2. Water deposit remover: Prosoco T1261 Water Deposit Remover.
 3. Biocide: Jahn D/2 Architectural Antimicrobial.
 4. Rust and scale remover: Prosoco Rust and Scale Remover.

Using cleaner, scrub with natural bristle brush to remove dirt, atmospheric soiling, biological growth, contaminants, and staining of ornamental concrete, to restore to a condition as close to original as possible.

Pressure wash to remove dirt, contaminants, and excess cleaner.

Remove damaged, deteriorated, and inappropriate mortar.

Remove and reset pieces dislodged by expansion of rusted reinforcing or other causes.

Using a conservationist approach, remove and replace excessively damaged tiles with new "in-kind" replacements.

Grout mosaic and stain in accordance with Milliard Sheets approved studio practices.

Seal with Prosoco Sure Klean "Weather Seal" Siloxane WB.

Sub Total - \$14,950.00

FOUNTAIN #2 - ORNAMENTAL CONCRETE RESTORATION

Restoration of the concrete around the perimeter of the fountain basin

- Prepare for restoration protecting adjacent surfaces.
- Clean historic ornamental concrete utilizing a pressurized water cleaning approach.
- Saturate with water and keep wet through cleaning process
- Apply restoration cleaners, as required, to include:
 - Masonry cleaner: Prosoco Enviro Klean EK Restoration Cleaner.

- Water deposit remover: Prosoco T1261 Water Deposit Remover.
 - Biocide: Jahn D/2 Architectural Antimicrobial.
 - Rust and scale remover: Prosoco Rust and Scale Remover.
-
- Using cleaner, scrub with natural bristle brush to remove dirt, atmospheric soiling, biological growth, contaminants, and staining of ornamental concrete, to restore to a condition as close to original as possible.
 - Pressure wash to remove dirt, contaminants, and excess cleaner.
 - Remove damaged, deteriorated, and inappropriate mortar.
 - Mechanically remove damaged and deteriorated sections of ornamental concrete, exposing deteriorated ferrous metal (rebar) and prepping for patching.
 - Mechanically remove rust and deterioration of exposed rebar.
 - Immediately treat exposed rebar and stable substrate with Sika Armatex 110 Epocem bonding bridge and reinforcement protection.
 - Remove dust and contaminants from the pours of areas to be restored.
 - Color match historic ornamental concrete with Jahn Cathedral Stone M90 Concrete Repair Mortar.
 - Patch/repair damaged ornamental concrete using Jahn Cathedral Stone M-90 Concrete Repair Mortar, matching the historic ornamental concrete as close as possible.
 - Color match historic mortar.
 - Repoint missing and removed mortar matching the historic mortar in color, texture, and application.
 - Seal with PPK water sealant

Specific Exclusions: Replacement of panels, exposing undamaged rebar, and "character cracks" less than 1/16".

Sub Total - \$ 9,727.60

FOUNTAIN #2 - BASIN WATERPROOFING

Recoating of basin waterproofing

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces and fountain sculptures.
- Drain the water feature.
- Using sand blasters, floor grinders and/or hand held grinders; remove the top layer of the existing waterproofing material so that a proper adhesion surface is created.
- Perform 1/4-inch cuts along any existing cracks with a diamond saw blade.

- Pressure washing to remove any excess debris or sediment.
- Perform an acid etch into the sidewalls and basin of the waterscape.
- Apply sikaflex primer on all 90-degree angles, corners, and cracks.
- Apply sikaflex caulking to all 90-degree angles, corners and cracks.
- Apply a wet scrub coat of mixed Miraflex membrane C onto the surface and immediately apply Miracote poly fabric and 60 mils WFT of Miraflex membrane C, encapsulating the fabric.
- Mix Miraflex membrane C liquid and Miraflex membrane C powder.
- Apply the first coat of Miraflex membrane product via trowel throughout the entire water feature.
- Return 24 hours later, mix and apply (60 mils thickness) the second coat of Miraflex membrane C via trowel throughout the entire waterscape.
- Curing period will take up to 2 days before the water feature can be refilled and start up operations performed.

Specific Exclusions: Mechanical/electrical fountain equipment, unforeseen problems with the substrate.

Sub Total - \$ 9,927.00

FOUNTAIN #2- TRAVERTINE RESTORATION

Restoration of travertine panels to include:

- A. Cleaning
- B. Infill of losses and pitting.
- C. Rehoning
- d. Sealing

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces.
- Strip faulty and deteriorated sealer with Miracle Mira Strip.
- Remove large chunks of debris with non metallic tools.
- Clean historic stone utilizing a "low" pressurized water wash.
- Apply poultice cleaner to remove embedded staining
- Reset loose and dislodged stone. Secure loose stone with a Helifix anchoring system.
- Patch losses and pitting with Jahn Cathedral Stone M-120 Marble Repair Mortar. Patches to match adjacent surfaces as close as possible.

- Patch cracks with Scotco Marble Repair Glue and tinting system matching the existing stone as close as possible.
- Polish with low grit diamonds and a progressive honing technique to restore the original finish to the surface.
- Color match historic mortar.
- Re-point missing and removed mortar matching the original grout as close as possible in color, texture, and application.
- Apply two (2) coats of "511" impregnating sealer.

*One mock up to be provided for approval prior to restoration.

Specific Exclusions: Stone replacement, structural work, removal of sound stone.

Sub Total - \$13,378.00

FOUNTAIN #2—PLAQUE

Create and install identification plaque.

Sub Total- \$1,800

FOUNTAIN #3

FOUNTAIN #3 - ORNAMENTAL CONCRETE RESTORATION

Restoration of the concrete around the perimeter of the fountain basin

- Prepare for restoration protecting adjacent surfaces.
- Clean historic ornamental concrete utilizing a pressurized water cleaning approach.
- Saturate with water and keep wet through cleaning process
- Apply restoration cleaners, as required, to include:
 - Masonry cleaner: Prosoco Enviro Klean EK Restoration Cleaner.
 - Water deposit remover: Prosoco T1261 Water Deposit Remover.
 - Biocide: Jahn D/2 Architectural Antimicrobial.
 - Rust and scale remover: Prosoco Rust and Scale Remover.
- Using cleaner, scrub with natural bristle brush to remove dirt, atmospheric soiling, biological growth, contaminants, and staining of ornamental concrete, to restore to a condition as close to original as possible.
- Pressure wash to remove dirt, contaminants, and excess cleaner.
- Remove damaged, deteriorated, and inappropriate mortar.

- Mechanically remove damaged and deteriorated sections of ornamental concrete, exposing deteriorated ferrous metal (rebar) and prepping for patching.
- Mechanically remove rust and deterioration of exposed rebar.
- Immediately treat exposed rebar and stable substrate with Sika Armatex 110 Epocem bonding bridge and reinforcement protection.
- Remove dust and contaminants from the pours of areas to be restored.
- Color match historic ornamental concrete with Jahn Cathedral Stone M90 Concrete Repair Mortar.
- Patch/repair damaged ornamental concrete using Jahn Cathedral Stone M-90 Concrete Repair Mortar, matching the historic ornamental concrete as close as possible.
- Color match historic mortar.
- Repoint missing and removed mortar matching the historic mortar in color, texture, and application.
- Seal with PPK water sealant

Specific Exclusions: Replacement of panels, exposing undamaged rebar, and "character cracks" less than 1/16".

Sub Total - \$ 9,243.60

FOUNTAIN #3 - BASIN WATERPROOFING

Recoating of basin waterproofing

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces and fountain sculptures.
- Drain the water feature.
- Using sand blasters, floor grinders and/or hand held grinders; remove the top layer of the existing waterproofing material so that a proper adhesion surface is created.
- Perform 1/4-inch cuts along any existing cracks with a diamond saw blade.
- Pressure washing to remove any excess debris or sediment.
- Perform an acid etch into the sidewalls and basin of the waterscape.
- Apply sikaflex primer on all 90-degree angles, corners, and cracks.
- Apply sikaflex caulking to all 90-degree angles, corners and cracks.
- Apply a wet scrub coat of mixed Miraflex membrane C onto the surface and immediately apply Miracote poly fabric and 60 mils WFT of Miraflex membrane C, encapsulating the fabric.
- Mix Miraflex membrane C liquid and Miraflex membrane C powder.

- Apply the first coat of Miraflex membrane product via trowel throughout the entire water feature.
- Return 24 hours later, mix and apply (60 mils thickness) the second coat of Miraflex membrane C via trowel throughout the entire waterscape.
- Curing period will take up to 2 days before the water feature can be refilled and start up operations performed.

Specific Exclusions: Mechanical/electrical fountain equipment, unforeseen problems with the substrate.

Sub Total - \$ 9,927.00

FOUNTAIN #3- TRAVERTINE RESTORATION

Restoration of travertine panels to include:

- A. Cleaning
- B. Infill of losses and pitting.
- C. Rehoning
- d. Sealing

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces.
- Strip faulty and deteriorated sealer with Miracle Mira Strip.
- Remove large chunks of debris with non metallic tools.
- Clean historic stone utilizing a "low" pressurized water wash.
- Apply poultice cleaner to remove embedded staining
- Reset loose and dislodged stone. Secure loose stone with a Helifix anchoring system.
- Patch losses and pitting with Jahn Cathedral Stone M-120 Marble Repair Mortar. Patches to match adjacent surfaces as close as possible.
- Patch cracks with Scotco Marble Repair Glue and tinting system matching the existing stone as close as possible.
- Polish with low grit diamonds and a progressive honing technique to restore the original finish to the surface.
- Color match historic mortar.
- Re-point missing and removed mortar matching the original grout as close as possible in color, texture, and application.
- Apply two (2) coats of "511" impregnating sealer.

*One mock up to be provided for approval prior to restoration.

Specific Exclusions: Stone replacement, structural work, removal of sound stone.

Sub Total - \$10,944.40

FOUNTAIN #3—CLEANING AND SEALING OF SCULPTURE

Sub Total- \$1,250

FOUNTAIN #3—PLAQUE

Create and install identification plaque.

Sub Total- \$1,800

BENCH/SITE WALL RESTORATION

Restoration of stone masonry site walls with precast benches to include:

- A. Cleaning
- B. Infill of losses and pitting
- C. Rehoning
- D. Repointing mortar at stone site walls
- E. Sealing

Restoration of the concrete around the perimeter of the fountain basin

- Prepare for restoration protecting adjacent surfaces.
- Clean historic ornamental concrete utilizing a pressurized water cleaning approach.
- Saturate with water and keep wet through cleaning process
- Apply restoration cleaners, as required, to include:
 - Masonry cleaner: Prosoco Enviro Klean EK Restoration Cleaner.
 - Water deposit remover: Prosoco T1261 Water Deposit Remover.
 - Biocide: Jahn D/2 Architectural Antimicrobial.
 - Rust and scale remover: Prosoco Rust and Scale Remover.
 - Using cleaner, scrub with natural bristle brush to remove dirt, atmospheric soiling, biological growth, contaminants, and staining of ornamental concrete, to restore to a condition as close to original as possible.
 - Pressure wash to remove dirt, contaminants, and excess cleaner.
 - Remove damaged, deteriorated, and inappropriate mortar.
 - Mechanically remove damaged and deteriorated sections of ornamental concrete, exposing deteriorated ferrous metal (rebar) and prepping for patching.
 - Mechanically remove rust and deterioration of exposed rebar.

- Immediately treat exposed rebar and stable substrate with Sika Armatex 110 Epocem bonding bridge and reinforcement protection.
- Remove dust and contaminants from the pours of areas to be restored.
- Color match historic ornamental concrete with Jahn Cathedral Stone M90 Concrete Repair Mortar.
- Patch/repair damaged ornamental concrete using Jahn Cathedral Stone M-90 Concrete Repair Mortar, matching the historic ornamental concrete as close as possible.
- Color match historic mortar.
- Repoint missing and removed mortar matching the historic mortar in color, texture, and application.
- Seal with PPK water sealant

Specific Exclusions: Replacement of panels, exposing undamaged rebar, and "character cracks" less than 1/16".

Sub Total - \$15,487.12

FOUNTAIN #4

FOUNTAIN #4 - HISTORIC MOSAIC TILE RESTORATION

Restoration of the historic Jean Ames glass tile mosaic.

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces.
- Remove any adhered debris with non metallic tools.
- Clean historic glass tile utilizing a pressurized water chemical cleaning approach.
- Saturate with water and keep wet through cleaning process
- Apply restoration cleaners, as required, to include:
 5. Masonry cleaner: Prosoco Enviro Klean EK Restoration Cleaner.
 6. Water deposit remover: Prosoco T1261 Water Deposit Remover.
 7. Biocide: Jahn D/2 Architectural Antimicrobial.
 8. Rust and scale remover: Prosoco Rust and Scale Remover.

Using cleaner, scrub with natural bristle brush to remove dirt, atmospheric soiling, biological growth, contaminants, and staining of ornamental concrete, to restore to a condition as close to original as possible.

Pressure wash to remove dirt, contaminants, and excess cleaner.

Remove damaged, deteriorated, and inappropriate mortar.

Remove and reset pieces dislodged by expansion of rusted reinforcing or other causes.

Using a conservationist approach, remove and replace excessively damaged tiles with new "in-kind" replacements.

RegROUT mosaic and stain in accordance with Milliard Sheets approved studio practices.

Seal with Prosoco Sure Klean "Weather Seal" Siloxane WB.

Sub Total - \$13,808.00

FOUNTAIN #4 - ORNAMENTAL CONCRETE RESTORATION

Restoration of the concrete around the perimeter of the fountain basin

- Prepare for restoration protecting adjacent surfaces.
- Clean historic ornamental concrete utilizing a pressurized water cleaning approach.
- Saturate with water and keep wet through cleaning process
- Apply restoration cleaners, as required, to include:
 - Masonry cleaner: Prosoco Enviro Klean EK Restoration Cleaner.
 - Water deposit remover: Prosoco T1261 Water Deposit Remover.
 - Biocide: Jahn D/2 Architectural Antimicrobial.
 - Rust and scale remover: Prosoco Rust and Scale Remover.
- Using cleaner, scrub with natural bristle brush to remove dirt, atmospheric soiling, biological growth, contaminants, and staining of ornamental concrete, to restore to a condition as close to original as possible.
- Pressure wash to remove dirt, contaminants, and excess cleaner.
- Remove damaged, deteriorated, and inappropriate mortar.
- Mechanically remove damaged and deteriorated sections of ornamental concrete, exposing deteriorated ferrous metal (rebar) and prepping for patching.
- Mechanically remove rust and deterioration of exposed rebar.
- Immediately treat exposed rebar and stable substrate with Sika Armatec 110 Epocem bonding bridge and reinforcement protection.
- Remove dust and contaminants from the pours of areas to be restored.
- Color match historic ornamental concrete with Jahn Cathedral Stone M90 Concrete Repair Mortar.

- Patch/repair damaged ornamental concrete using Jahn Cathedral Stone M-90 Concrete Repair Mortar, matching the historic ornamental concrete as close as possible.
- Color match historic mortar.
- Repoint missing and removed mortar matching the historic mortar in color, texture, and application.
- Seal with PPK water sealant

Specific Exclusions: Replacement of panels, exposing undamaged rebar, and "character cracks" less than 1/16".

Sub Total - \$10,944.40

FOUNTAIN #4 - BASIN WATERPROOFING

Recoating of basin waterproofing

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces and fountain sculptures.
- Drain the water feature.
- Using sand blasters, floor grinders and/or hand held grinders; remove the top layer of the existing waterproofing material so that a proper adhesion surface is created.
- Perform 1/4-inch cuts along any existing cracks with a diamond saw blade.
- Pressure washing to remove any excess debris or sediment.
- Perform an acid etch into the sidewalls and basin of the waterscape.
- Apply sikaflex primer on all 90-degree angles, corners, and cracks.
- Apply sikaflex caulking to all 90-degree angles, corners and cracks.
- Apply a wet scrub coat of mixed Miraflex membrane C onto the surface and immediately apply Miracote poly fabric and 60 mils WFT of Miraflex membrane C, encapsulating the fabric.
- Mix Miraflex membrane C liquid and Miraflex membrane C powder.
- Apply the first coat of Miraflex membrane product via trowel throughout the entire water feature.
- Return 24 hours later, mix and apply (60 mils thickness) the second coat of Miraflex membrane C via trowel throughout the entire waterscape.
- Curing period will take up to 2 days before the water feature can be refilled and start up operations performed.

Specific Exclusions: Mechanical/electrical fountain equipment, unforeseen problems with the substrate.

Sub Total - \$ 9,927.00

FOUNTAIN #4- TRAVERTINE RESTORATION

Restoration of travertine panels to include:

- A. Cleaning
- B. Infill of losses and pitting.
- C. Rehoning
- d. Sealing

HISTORIC RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- Prepare for restoration protecting adjacent surfaces.
- Strip faulty and deteriorated sealer with Miracle Mira Strip.
- Remove large chunks of debris with non metallic tools.
- Clean historic stone utilizing a “low” pressurized water wash.
- Apply poultice cleaner to remove embedded staining
- Reset loose and dislodged stone. Secure loose stone with a Helifix anchoring system.
- Patch losses and pitting with Jahn Cathedral Stone M-120 Marble Repair Mortar. Patches to match adjacent surfaces as close as possible.
- Patch cracks with Scotco Marble Repair Glue and tinting system matching the existing stone as close as possible.
- Polish with low grit diamonds and a progressive honing technique to restore the original finish to the surface.
- Color match historic mortar.
- Re-point missing and removed mortar matching the original grout as close as possible in color, texture, and application.
- Apply two (2) coats of “511” impregnating sealer.

*One mock up to be provided for approval prior to restoration.

Specific Exclusions: Stone replacement, structural work, removal of sound stone.

Sub Total - \$13,378.00

FOUNTAIN #4—PLAQUE

Create and install identification plaque.

Sub Total- \$1,800

SUMMARY OF ESTIMATES

FOUNTAIN #1 - ORNAMENTAL CONCRETE RESTORATION	\$ 8,026.80
FOUNTAIN #1 - BASIN WATERPROOFING.....	\$ 9,927.00
FOUNTAIN #1- TRAVERTINE RESTORATION.....	\$10,944.40
FOUNTAIN #1- DOLPHIN SCULPTURE CLEANING & REPAIR,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$ 2,850.00
FOUNTAIN #2 - HISTORIC MOSAIC TILE RESTORATION	\$14,950.00
FOUNTAIN #2 - ORNAMENTAL CONCRETE RESTORATION	\$ 9,727.60
FOUNTAIN #2 - BASIN WATERPROOFING.....	\$ 9,927.00
FOUNTAIN #2- TRAVERTINE RESTORATION.....	\$13,378.00
FOUNTAIN #3 - ORNAMENTAL CONCRETE RESTORATION	\$ 9,243.60
FOUNTAIN #3 - BASIN WATERPROOFING.....	\$ 9,927.00
FOUNTAIN #3- TRAVERTINE RESTORATION.....	\$10,944.40
FOUNTAIN #3- SCULPTURE CLEANING AND SEALING.....	\$ 1,250.00
BENCH/SITE WALL RESTORATION	\$15,487.12
FOUNTAIN #4 - HISTORIC MOSAIC TILE RESTORATION	\$13,800.00
FOUNTAIN #4 - ORNAMENTAL CONCRETE RESTORATION	\$10,944.40
FOUNTAIN #4 - BASIN WATERPROOFING.....	\$ 9,927.00
FOUNTAIN #4- TRAVERTINE RESTORATION.....	\$13,378.00
ALLOWANCE FOR PLAQUES FOR EACH FOUNTAIN.....	\$ 7,200.00
ALLOWANCE FOR ONE PUMP REPLACEMENT AND LIGHTING.....	\$10,000.00

Total - \$191,832.32

Contingency (10%) 19,183.00

Estimated Total- \$211,015.32

Please note that the cost of the approximately \$250 encroachment permit and the \$53 permit are included in this budget.

POMONA MALL FOUNTAIN RESTORATION PROJECT

In response to the ad hoc committee's conditions for approval for the restoration plan of the Pomona Mall fountains I am submitting the following:

Both the subcontractor and I will submit liability insurance certifications naming the City of Pomona as additionally insured.

1. The total cost of the project per my bid is less than \$200,000.
2. I have researched solar lighting possibilities and propose to provide three solar powered floodlights per fountain. The floodlights are manufactured by Portfolio Landscape lighting and have separate solar panels. The lights and panels would be mounted on the top of the wall/roof behind the fountains. This would maximize their protection against theft or vandalism. The cost per fountain would be \$350 and would be covered in the allowance for pump replacement and lighting. I would like to discuss more durable systems with the committee as we move forward. The lighting technology is continuing to improve.
- 3&4. Fountain plumbing equipment was examined and found to be in good condition at that time with the exception of one pump motor. In discussion with City maintenance staff the pump motor on fountain number one needs to be replaced and will be replaced in kind. Cleaning issues primarily relate to the proper maintenance of the filters.
5. The pressure gauge on fountain number three can be replaced and the cost captured within the pump and lighting allowance.
6. The fountain fixtures will be assessed as part of the membrane removal and replacement process. Initial assessment noted one missing spout. Any costs are anticipated to be minimal.
7. Replacement of the drinking fountain plumbing does not appear to be possible. The terrazzo bowl can be resurfaced and the mosaic tile backsplash cleaned and sealed. These costs are in the budget.
8. As part of the membrane removal and replacement process, the plumbing element will be examined. The current system of drainage being contained within the pumphouses seems adequate.
9. The design requirement for plaques is currently an open question. There is an allowance, but the actual cost could require support from contingency.