

ST. PETERSBURG CITY COUNCIL

Consent Agenda

June 6, 2019

TO: The Honorable Charlie Gerdes, Chair and Members of City Council

SUBJECT:

A resolution authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. ("Artist"), for Artist to design, develop and install 3 additional cast pelicans in the green area depicted in Attachment 1 to the First Amended Exhibit A at the New St. Pete Pier™ for a firm fixed price of \$21,000; authorizing the city attorney to make non-substantive changes to the first amendment; recognizing a donation from the Community Foundation of Tampa Bay in the amount of \$7,000 to be used towards the purchase of one pelican at the New St. Pete Pier™; approving a supplemental appropriation in the amount of \$21,000 from the unappropriated balance of the Arts in Public Places Fund (1901), partially resulting from the above donation, to the Mayor's Office Department, Office of Cultural Affairs (020-1777); and providing an effective date.

EXPLANATION:

During his presentation to the St. Petersburg Pier Art Project Committee on April 24, 2018, artist Nathan Mabry offered that smaller individual pelican structures could be added to "Myth (Red Pelican)," at a cost of \$7,000 per cast pelican. At their meetings on August 6, 2018 and May 7, 2019, The Public Arts Commission voted to fund two of the additional pelicans, in addition a donation was received from the Community Foundation of Tampa Bay to fund one additional cast pelican, this resulted in a total of three additional cast pelicans. On May 7, 2019, the Public Arts Commission approved the location for these pelicans to be in the green area depicted in Attachment 1 to the First Amended Exhibit A at the St. Pete Pier™.

RECOMMENDATION:

The Public Arts Commission recommends that City Council approve the amendment to the agreement for Artist to fully design, develop and install 3 cast pelicans in addition to the "Myth (Red Pelican)" in the welcome plaza of the approach to the St. Pete Pier™.

COST/FUNDING/ASSESSMENT INFORMATION:

Recognizing the donation from the Community Foundation of Tampa Bay in the amount of \$7,000 to be used towards the purchase of one pelican at the new St. Pete Pier™; approving a supplemental appropriation in the amount of \$21,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the Mayor's Office, Cultural Affairs Division (020-1777) for the purchase of three pelicans, resulting partially from the donation above.

ATTACHMENTS:

- (1) Sculpture Design Rendering
- (2) Resolution
- (3) Artist Agreement

APPROVALS:

Administration:



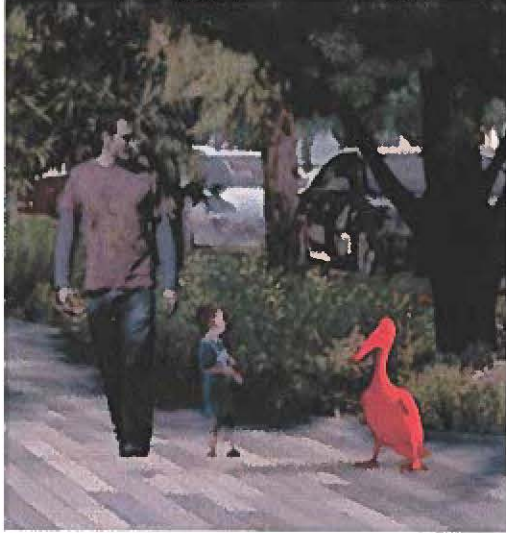
Budget:



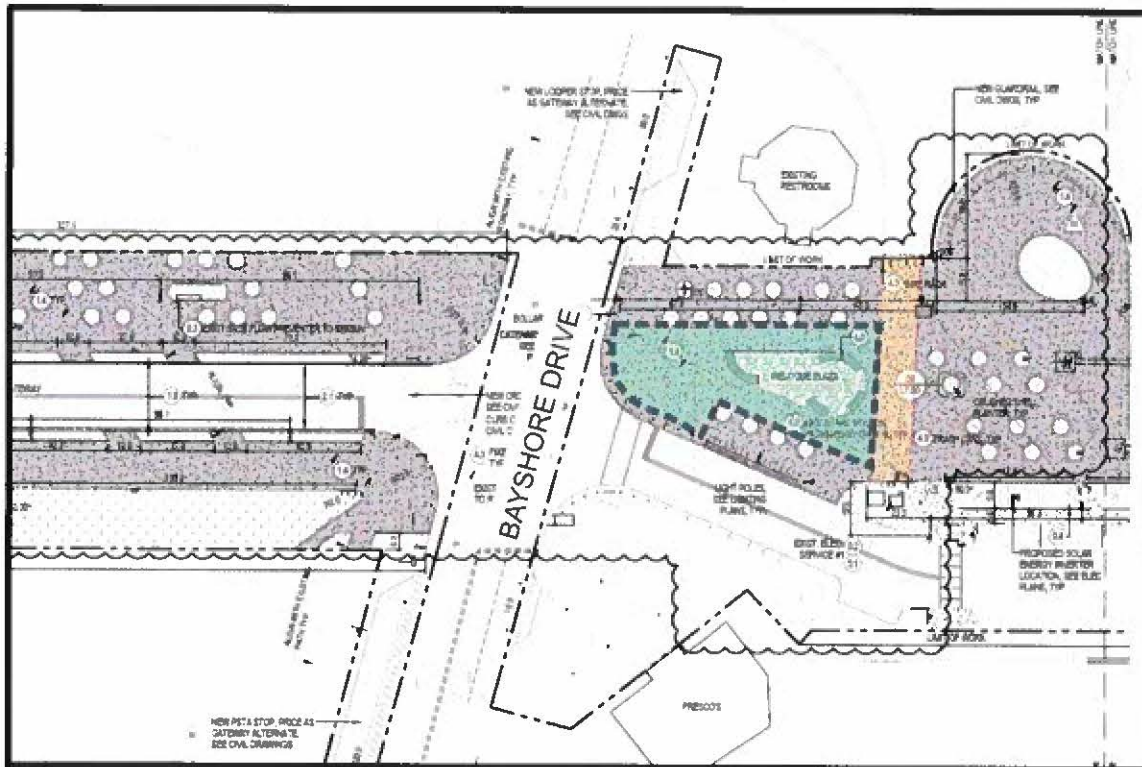
Additional Cast Pelicans

Nathan Mabry offered the possibility of future smaller birds that could be placed in other locations throughout the pier. These smaller birds are designed to be naturalistic and will be created through processes of scanning, 3D printing, clay modeling and lost wax casting. The additional smaller versions will be made of stainless steel and painted in matching monochromatic color. These smaller pelicans will each be approximately 2 feet tall and will be mounted directly into the ground with a threaded rod and secured with an industrial epoxy.

Additional pelican depiction



Original piece, "Myth (red pelican)"



Installation of the small cast pelicans in the green area should be with a clear unobstructed site line and not symmetrically placed.

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND MABRY AND PULITZER STUDIOS, INC. ("ARTIST"), FOR ARTIST TO DESIGN, DEVELOP AND INSTALL 3 ADDITIONAL CAST PELICANS IN THE GREEN AREA DEPICTED IN ATTACHMENT 1 TO THE FIRST AMENDED EXHIBIT A AT THE NEW ST. PETE PIER™ FOR A FIRM FIXED PRICE OF \$21,000; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; RECOGNIZING A DONATION FROM THE COMMUNITY FOUNDATION OF TAMPA BAY IN THE AMOUNT OF \$7,000 TO BE USED TOWARDS THE PURCHASE OF ONE PELICAN AT THE NEW ST. PETE PIER™; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$21,000 FROM THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901), PARTIALLY RESULTING FROM THE ABOVE DONATION, TO THE MAYOR'S OFFICE DEPARTMENT, OFFICE OF CULTURAL AFFAIRS (020-1777); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this City Council previously approved the agreement between the City of St. Petersburg and Mabry and Pulitzer Studios, Inc. ("Artist"), for Artist to design, develop and install a piece of exterior art entitled "Myth (Red Pelican)" in the entry plaza of the City's new St. Pete Pier™ for a total firm fixed price of \$150,000 ("Agreement"); and

WHEREAS, as part of that Agreement, the City was given an option to purchase additional smaller cast pelicans, which Artist would design, develop, and install for a fixed price pursuant to amendment(s) to the Agreement that would require City Council approval; and

WHEREAS, on May 2, 2019, the Public Arts Commission voted to spend \$14,000 in arts in public places funds for two additional cast pelicans; and

WHEREAS, the City has received a donation in the amount of \$7,000 (in the Arts in Public Places Fund) for the purchase of an additional cast pelican; and

WHEREAS, on May 2, 2019, the Public Arts Commission voted to recommend that three additional cast pelicans be placed in the green area depicted in Attachment 1 to the First Amended Exhibit A at the City's new St. Pete Pier™.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute the First Amendment to the Agreement between the City of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. ("Artist"), for Artist to design, develop and install 3 additional cast pelicans in the green area depicted in Attachment 1 to the First Amended Exhibit A at the new St. Pete Pier™ for a firm fixed price of \$21,000.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the First Amendment.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Arts in Public Places Fund (1901), partially resulting from the donation, the following supplemental appropriation for FY 19:

Arts in Public Places Fund (1901)

Mayor's Office Department,

Office of Cultural Affairs Division (020-1777)

\$21,000

This Resolution shall become effective immediately upon its adoption.

Approvals:

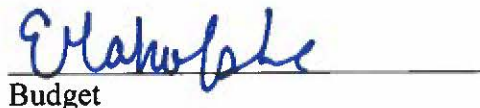


Administration



City Attorney (Designee)

00450921 Final



Budget

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this _____ day of June, 2019 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, ("City") and Mabry and Pulitzer Studios, Inc. ("Artist") (collectively, "Parties").

WHEREAS, the Parties entered into an agreement on February 11, 2019 ("Agreement"), for Artist to design, fabricate, and install a work of art entitled "Myth (Red Pelican)"; and

WHEREAS, pursuant to the Agreement, the City had the option to purchase additional cast pelicans at the Bulk Additional Cast Pelican Price (as defined in the Agreement) of seven thousand dollars (\$7,000) each when the City orders three or more additional cast pelicans at a time; and

WHEREAS, the City now desires to exercise that option and purchase 3 cast pelicans, and the Artist desires to fully design, fabricate, and install those additional cast pelicans in accordance with the Agreement and this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the foregoing recitals which are incorporated herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Artist hereby agree as follows:

1. Exhibit A is hereby deleted and replaced with the First Amended Exhibit A, which is attached hereto and made a part hereof. All references in this Agreement to Exhibit A shall mean First Amended Exhibit A.
2. Any and all provisions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Artist and the City have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print: _____
Title: _____
Address: P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:

City Clerk (SEAL)

MABRY AND PULITZER STUDIOS, INC.:

Sign: _____
Print: _____
Address: _____

STATE OF _____)
COUNTY OF _____)

**WITNESSES
AS TO ARTIST:**

Sign: _____
Print: _____

Sign: _____
Print: _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, personally known to me or who has produced
_____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.:

APPROVED AS TO FORM AND CONTENT:

City Attorney (designee)
00450468

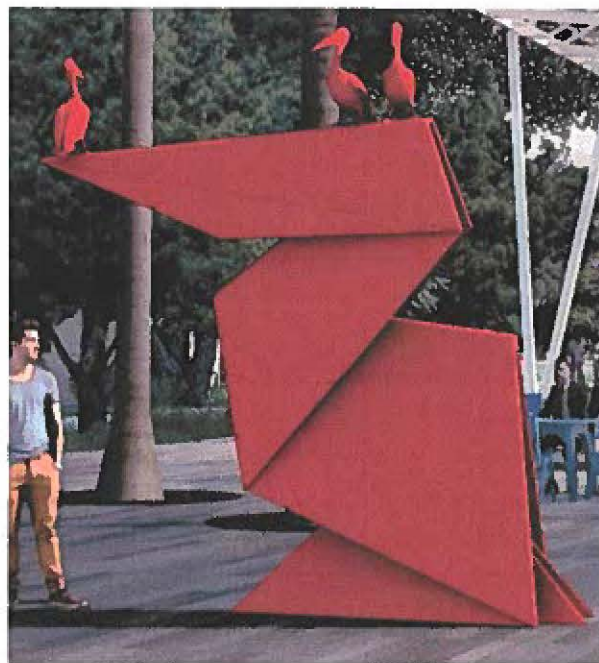
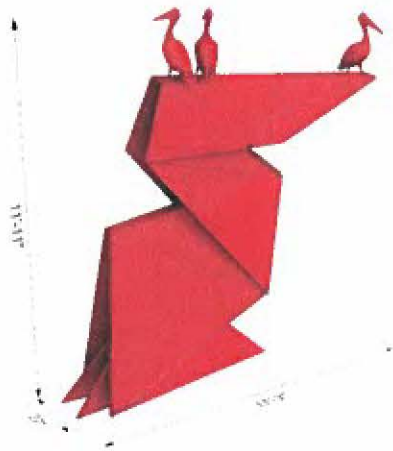
First Amended Exhibit A
Final Design and Description of Artwork

I. Myth (Red Pelican)

Nathan's design is inspired by the geometry of the new pier design and the symbol of the pelican as the emblem for St. Petersburg. He stated in his presentation to the selection committee that the pelican is a symbol for kindness, generosity, friendship and love.

While working on the proposal, his focus became to create an outdoor public artwork that is conceptually integrated to the site, but also visually distinct. In studying the renderings of the pier and architecture he noticed the utilization of a geometric visual language of triangles within the design which led him to look for a defining aesthetic approach; he found that inspiration in the accessible and universal visual language of Origami, the art of folding paper. The notion of an abstract metal monument rooted in something as intimate, delicate and timeless as folded paper became his focus.

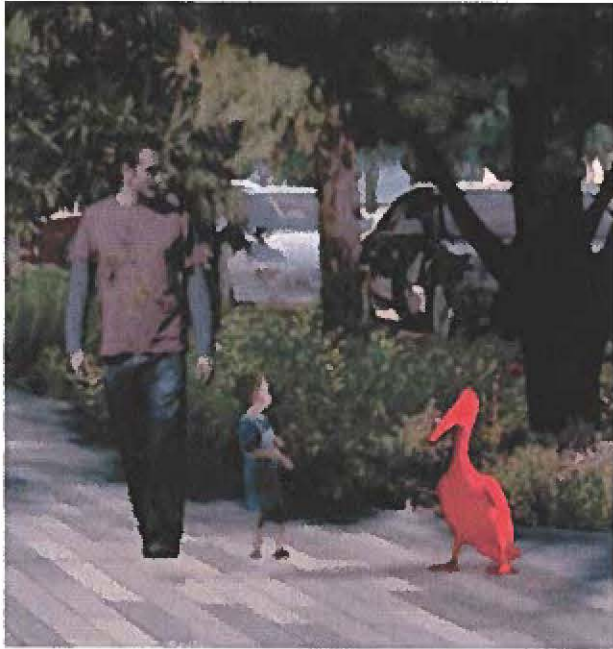
The "Myth (Red Pelican)" structure will be approximately 120" high, fabricated from ½" to ¾" thick aluminum plate metal with a satin single color painted finish. Sculpture will be mounted on a 1" baseplate, ready for bolt mounting. Specifics on the bolt mounting will be worked based on the engineering and capabilities of the site. The structure includes the three realistic pelicans atop the origami style pelican.



The Myth (Red Pelican) will be installed in the center of the entryway plaza area of the St. Pete Pier™ in the area designated by the City at the time of installation.

II. Additional Cast Pelican(s)

Additionally, Nathan Mabry has offered the possibility of future smaller birds that could be placed in other locations throughout the pier. These smaller birds will be designed to be naturalistic and will be created through processes of scanning, 3D printing, clay modeling and lost wax casting. The additional smaller versions will be made of stainless steel and painted in matching monochromatic color. These smaller pelicans will each be approximately 2 feet tall and will be mounted directly into the concrete with a threaded rod and secured with an industrial epoxy.



Name	Location	Installation Deadline:	Photo/ Depiction /Description
Additional Cast Pelican No. 1	In the green area depicted in Attachment 1 of this First Amended Exhibit A (which is attached hereto and a part of this First Amended Exhibit A) near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™	August 29, 2019	See above photo
Additional Cast Pelican No. 2	In the green area depicted in Attachment 1 of this First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™	August 29, 2019	See above photo

BILL OF SALE: Additional Cast Pelican No. 1

KNOW ALL MEN BY THESE PRESENTS that Mabry and Pulitzer Studios, Inc., for and in consideration of the sum of seven thousand dollars (\$7,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of one (1) additional cast pelican installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Nathan Mabry, has hereunto set his hand and seal this ____ day of _____, 20__.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

BILL OF SALE: Additional Cast Pelican No. 2

KNOW ALL MEN BY THESE PRESENTS that Mabry and Pulitzer Studios, Inc., for and in consideration of the sum of seven thousand dollars (\$7,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of one (1) additional cast pelican installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Nathan Mabry, has hereunto set his hand and seal this ____ day of _____, 20__.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

BILL OF SALE: Additional Cast Pelican No. 3

KNOW ALL MEN BY THESE PRESENTS that Mabry and Pulitzer Studios, Inc., for and in consideration of the sum of seven thousand dollars (\$7,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of one (1) additional cast pelican installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™. TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Nathan Mabry, has hereunto set his hand and seal this ____ day of _____, 20__.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

WARRANTY: Additional Cast Pelican No. 1

Mabry and Pulitzer Studios, Inc. ("Artist"), hereby warrants the work of art consisting of Additional Cast Pelican No. 1 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, to be free from defects in materials or workmanship for five (5) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist's own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Nathan Mabry has hereunto set his hand and seal this ____ day of _____, 20__.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

WARRANTY: Additional Cast Pelican No. 2

Mabry and Pultizer Studios, Inc. ("Artist"), hereby warrants the work of art consisting of Additional Cast Pelican No. 2 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, to be free from defects in materials or workmanship for five (5) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist's own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Nathan Mabry has hereunto set his hand and seal this ____ day of _____, 20__.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

WARRANTY: Additional Cast Pelican No. 3

Mabry and Pulitzer Studios, Inc. ("Artist"), hereby warrants the work of art consisting of Additional Cast Pelican No. 3 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, to be free from defects in materials or workmanship for five (5) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist's own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Nathan Mabry has hereunto set his hand and seal this ____ day of _____, 20__.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

CONTRACTOR'S AFFIDAVIT: Additional Cast Pelican No. 1

STATE OF FLORIDA)
COUNTY OF PINELLAS)

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, Nathan Mabry, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of _____, 2019, between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida, that I installed and completed the work of art consisting of Additional Cast Pelican No. 1 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, for a total price of seven thousand dollars (\$7,000) to be paid to Mabry and Pulitzer Studios, Inc. and that said installation is now completed and finished.

That Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of seven thousand dollars (\$7,000) to Mabry and Pulitzer Studios, Inc. in full satisfaction and discharge of said agreement.

Sign: _____
Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

CONTRACTOR'S AFFIDAVIT: Additional Cast Pelican No. 2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, Nathan Mabry, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of _____, 2019, between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida, that I installed and completed the work of art consisting of Additional Cast Pelican No. 2 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, for a total price of seven thousand dollars (\$7,000) to be paid to Mabry and Pulitzer Studios, Inc. and that said installation is now completed and finished.

That Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of seven thousand dollars (\$7,000) to Mabry and Pulitzer Studios, Inc. in full satisfaction and discharge of said agreement.

Sign: _____
Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

CONTRACTOR'S AFFIDAVIT: Additional Cast Pelican No. 3

STATE OF FLORIDA)
COUNTY OF PINELLAS)

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, Nathan Mabry, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of _____, 2019, between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida, that I installed and completed the work of art consisting of Additional Cast Pelican No. 3 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, for a total price of seven thousand dollars (\$7,000) to be paid to Mabry and Pulitzer Studios, Inc. and that said installation is now completed and finished.

That Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of seven thousand dollars (\$7,000) to Mabry and Pulitzer Studios, Inc. in full satisfaction and discharge of said agreement.

Sign: _____
Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

AFFIDAVIT OF NO LIENS: Additional Cast Pelican No. 1

STATE OF _____)
COUNTY OF _____)

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being first duly sworn by me on oath deposes and says:

1. _____ is the owner of a work of art consisting of Additional Cast Pelican No. 1 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™.
2. There are no liens, claims or other encumbrances on the work of art and Mabry and Pulitzer Studios, Inc. is the sole owner and creator of said work of art.
3. Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.
4. I am making this Affidavit upon consideration of the payment of seven thousand dollars (\$7,000).

Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____, who is personally known to me or who has produced
_____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

AFFIDAVIT OF NO LIENS: Additional Cast Pelican No. 2

STATE OF _____)
COUNTY OF _____)

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being first duly sworn by me on oath deposes and says:

1. _____ is the owner of a work of art consisting of Additional Cast Pelican No. 2 installed at in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™.
2. There are no liens, claims or other encumbrances on the work of art and Mabry and Pulitzer Studios, Inc. is the sole owner and creator of said work of art.
3. Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.
4. I am making this Affidavit upon consideration of the payment of seven thousand dollars (\$7,000).

Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____, who is personally known to me or who has produced
_____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

AFFIDAVIT OF NO LIENS: Additional Cast Pelican No. 3

STATE OF _____)
COUNTY OF _____)

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being first duly sworn by me on oath deposes and says:

1. _____ is the owner of a work of art consisting of Additional Cast Pelican No. 3 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™.
2. There are no liens, claims or other encumbrances on the work of art and Mabry and Pulitzer Studios, Inc. is the sole owner and creator of said work of art.
3. Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.
4. I am making this Affidavit upon consideration of the payment of seven thousand dollars (\$7,000).

Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

APPROVAL AND ACCEPTANCE OF ARTWORK

"Additional Cast Pelican No. 1"

Mabry and Pulitzer Studios, Inc. ("Artist") has completed the work of art consisting of Additional Cast Pelican No. 1 ("Artwork") installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, in a manner that meets all the requirements of the Artist Agreement dated _____, 2019, as amended, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE: _____

CITY OF ST. PETERSBURG, FLORIDA

BY: _____

Print: _____

Address: P. O. Box 2842

St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION AND INSTALLATION

"Additional Cast Pelican No. 1"

Artist: Mabry and Pulitzer Studios, Inc.

Artwork: Additional Cast Pelican No. 1

Location: In the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on _____, 2019, as amended, by and between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida.

Date: _____

APPROVAL AND ACCEPTANCE OF ARTWORK

"Additional Cast Pelican No. 2"

Mabry and Pulitzer Studios, Inc. ("Artist") has completed the work of art consisting of Additional Cast Pelican No. 2 ("Artwork") installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, in a manner that meets all the requirements of the Artist Agreement dated _____, 2019, as amended, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE: _____

CITY OF ST. PETERSBURG, FLORIDA

BY: _____

Print: _____

Address: P. O. Box 2842

St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION AND INSTALLATION

"Additional Cast Pelican No. 2"

Artist: Mabry and Pulitzer Studios, Inc.

Artwork: Additional Cast Pelican No. 2

Location: In the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on _____, 2019, as amended, by and between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida.

Date: _____

APPROVAL AND ACCEPTANCE OF ARTWORK

“Additional Cast Pelican No. 3”

Mabry and Pulitzer Studios, Inc. ("Artist") has completed the work of art consisting of Additional Cast Pelican No. 3 ("Artwork") installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, in a manner that meets all the requirements of the Artist Agreement dated _____, 2019, as amended, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE: _____

CITY OF ST. PETERSBURG, FLORIDA

BY: _____

Print: _____

Address: P. O. Box 2842

St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION AND INSTALLATION

“Additional Cast Pelican No. 3”

Artist: Mabry and Pulitzer Studios, Inc.

Artwork: Additional Cast Pelican No. 3

Location: In the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on _____, 2019, as amended, by and between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida.

Date: _____

COPYRIGHT AGREEMENT AND ASSIGNMENT:
Additional Cast Pelican No. 1

Mabry and Pulitzer Studios, Inc., for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of Additional Cast Pelican No. 1 installed in the green area depicted in Attachment I of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, which work of art ("Artwork") is owned by Mabry and Pulitzer Studios, Inc., hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

Mabry and Pulitzer Studios, Inc. further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which Mabry and Pulitzer Studios, Inc. holds to the City of St. Petersburg, Florida.

Mabry and Pulitzer Studios, Inc. further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

COPYRIGHT AGREEMENT AND ASSIGNMENT:
Additional Cast Pelican No. 2

Mabry and Pulitzer Studios, Inc., for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of Additional Cast Pelican No. 2 installed in the green area depicted in Attachment I of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, which work of art ("Artwork") is owned by Mabry and Pulitzer Studios, Inc., hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

Mabry and Pulitzer Studios, Inc. further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which Mabry and Pulitzer Studios, Inc. holds to the City of St. Petersburg, Florida.

Mabry and Pulitzer Studios, Inc. further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____

COPYRIGHT AGREEMENT AND ASSIGNMENT:
Additional Cast Pelican No. 3

Mabry and Pulitzer Studios, Inc., for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of Additional Cast Pelican No. 3 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, which work of art ("Artwork") is owned by Mabry and Pulitzer Studios, Inc., hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

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Mabry and Pulitzer Studios, Inc. further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of _____
My Commission No.: _____
My Commission expires: _____