

## EXHIBIT 1

### Call to Artists: Pompano Beach Powerline Road Entrance Sculpture

**BUDGET:** \$50,000.00

**DEADLINE:** January 3, 2024

#### SUMMARY

The City of Pompano Beach will commission an artist/artist team for a work for hire project to design, fabricate, and install a freestanding sculpture. This sculpture will be an entryway artwork into the City of Pompano Beach. Sculpture location will be on the east side of Powerline Road by the south entrance to Harrah's Pompano Beach Casino. Themes for the sculpture include futuristic, industrial, contemporary urban, power, and energy. The project is open to all professional artists nationwide.

#### THEME & REQUIREMENTS

The commissioned artwork will be an entry sculpture to the City of Pompano Beach on Powerline Road. The artwork must be a standalone sculpture. The theme should incorporate futuristic, industrial, contemporary urban, power, and energy. No logos are to be used. Pompano Live! Will be providing the pad and exterior lighting.

#### PROJECT LOCATION

The location is at an entrance to the City of Pompano Beach located on the east side of Powerline Road by the south entrance to Harrah's Pompano Beach Casino.

Link to Location: <https://cdn.pompanobeachfl.gov/pba/images/Location.pptx>

#### ARTWORK PURCHASE BUDGET

The purchase budget established for the project is \$50,000.00. The price will include all insurance, taxes, fees, permits, delivery, installation, and engineering. Applicants must submit a detailed budget list. Pompano Live! Will be providing the pad and exterior lighting.

#### APPLICATION

All submissions should be submitted through CaFE. Submissions received after the deadline will not be accepted. Submissions must include:

1. Resume
2. Artist statement – a brief description of yourself and the design concept;
3. Examples of previous artwork (minimum 3; maximum 5); and
4. Optional: Design Sketch.

Failure to meet Call to Artists and submittal requirements will result in disqualification.

Three (3) artists will be shortlisted and paid an honorarium of \$200 to create a detailed proposal.

#### ELIGIBILITY

The project is open to all professional artists nationwide. *Artist or Professional Artist* means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability, income realized through the sole commission of artwork and frequent or consistent art exhibitions. Artists are NOT eligible if they are immediate family or business partners of members of the Public Art Committee or program staff.

## **ARTIST SELECTION PROCESS**

The selection process is managed by the City of Pompano Beach. The Pompano Beach Public Art Committee may create a subcommittee that will serve as the selection committee. The City Commission will have final approval of the selected artist and design. Final purchase approval is contingent upon inspection ensuring long-term conservation of the artwork.

### Other Selection Issues:

Florida "Sunshine Laws": All meetings of the Public Art Committee are open to the public, are publicly advertised and are documented through written minutes.

Conflicts of Interest: Artists with immediate family or business partners on the selection committee are not eligible to apply. A selection committee member may choose to withdraw from discussion and voting for any apparent conflict of interest.

Public Art Committee Contacts: Artist applicants should not contact Public Art Committee members between the release of the Call to Artists and the completion of the selection process. Contact the City of Pompano Beach for all questions and information.

## **QUESTIONS**

Contact: Laura Atria, Public Art & Artists in Residence Program Manager

Phone: 954-545-7800 ext. 3813

E-mail: [Laura.Atria@copbfl.com](mailto:Laura.Atria@copbfl.com)

## **BACKGROUND ON POMPANO BEACH**

Pompano Beach is a city located in Broward County along the coast of the Atlantic Ocean, just north of Ft. Lauderdale. The nearby Hillsboro Inlet forms part of the Atlantic Intracoastal Waterway. In 2013, the City adopted the Pompano Beach Cultural Arts Master Plan. Pompano Beach is a Cultural Arts destination in north Broward County, featuring innovative arts programming. The City's cultural facilities include the Ali Cultural Arts, Bailey Contemporary Arts, the Cultural Center of Pompano Beach, and the Pompano Beach Amphitheater.

## **BACKGROUND ON POMPANO BEACH PUBLIC ART PROGRAM**

In 2012, the Pompano Beach City Commission adopted a public art ordinance to "enhance the aesthetic and cultural value of the city by including works of art on public properties within the city." The City Commission seeks "benefits of public art that are both aesthetic and economic." For more information on what is planned over the next ten year period, please refer to the Public Art Masterplan that is located at [http://pompanobeachfl.gov/index.php/pages/public\\_art/public\\_art](http://pompanobeachfl.gov/index.php/pages/public_art/public_art).

## **PERMITS**

It shall be the artist's responsibility, where applicable, to obtain all necessary permits prior to fabrication and installation. The artist will ensure that the design will be code compliant and meet Florida Building Code requirements and can stand up to South Florida weather conditions and wind load requirements.

## **INSURANCE**

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements

hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

LICENSEE is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:** Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed	bodily injury and property damage combined

	operations hazard	
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
___	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

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**AUTOMOBILE LIABILITY:**  Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form  Minimum \$10,000/\$20,000/\$10,000  
 XX owned (Florida's Minimum Coverage)  
 XX hired  
 XX non-owned

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**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form Agent must show proof they have this coverage.

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<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000

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<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, LICENSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LICENSEE, the LICENSEE shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.

**APPROXIMATE SCHEDULE (For Staff Purposes only- Not to be posted in call)**

Call to Artist will be posted.      November 28, 2023  
Deadline for submissions.      January 3, 2024  
Artist will be selected.