

EXHIBIT 1

Call to Artists: Underwater Reef Sculpture Round 3

BUDGET: \$35,000
DEADLINE: January 17, 2024

INTRODUCTION

The City of Pompano Beach is looking to commission an artist/artist team for a work for hire project to design and fabricate a sculpture that will be displayed at the beach for a one year. After a year, it will be submerged into the ocean and attached to Lady Luck in Shipwreck Park. It will be the selected artist's responsibility to work with South Florida Diving Headquarters to sink and attach the sculpture.

OVERALL PROJECT

An artist/artist team will design and fabricate a sculpture that will be displayed at the beach for a one year. After a year, it will be submerged into the ocean and attached to Lady Luck in Shipwreck Park. Artist will need to provide and work with an engineer if necessary. Artist will also need to contact Shipwreck Park and South Florida Diving Headquarters for details on connecting the artwork as part of the final approval process. The City will supply an additional \$7,000.00 towards the installation, documentation, and other fees associated with the sinking and attaching of the artwork to Lady Luck.

LINK TO VIDEO OF PAST PROJECTS

<https://www.youtube.com/watch?v=mUQIZkFpiqY>

THEME

Theme for this project should focus on native marine life or other things synonymous with Florida, realistic or fictional. The artist should consider what the artwork will look like once it is submerged and becomes an artificial reef. It is important to note, that after a few months the artwork will contain moss and other marine life. The artwork should maintain it's aesthetic. The artwork should not exceed 3 ft. x 6 ft. in size and weigh a minimum of 500 pounds.

SHIPWRECK PARK

Shipwreck Park is a not-for-profit organization dedicated to the creation of an underwater park system establishing artificial reefs, utilizing public art to raise awareness of the need to preserve and conserve our natural coral reef system. The purpose of Shipwreck Park Pompano is to develop and protect our coral reefs. For more information on Shipwreck Park, visit <https://www.shipwreckparkpompano.org/>.

"LADY LUCK"

Lady Luck is a 324 foot tanker vessel that was sunk on July 23rd, 2016 as an artificial reef 1 ½ miles off Pompano Beach's shore. This ship is one of the biggest contributions to Florida's artificial reef system and one of the most easily accessible major dive sites in the nation. The ship is the centerpiece of what is known as Shipwreck Park, surrounded by 16 other existing wrecks covered with marine life. Shipwreck Park is a unique underwater cultural arts park with rotating underwater art exhibits. The ship includes

specific themes, exciting underwater events, artwork and art exhibits to create a unique dive experience for local and international tourists.

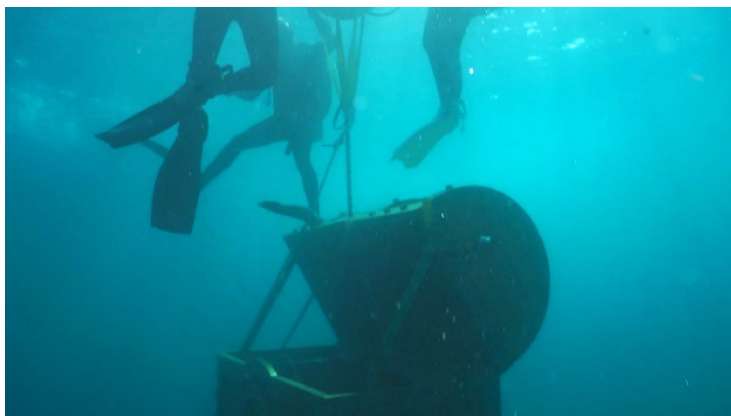
This sculpture will be the third Shipwreck Park specific sculpture added to the Lady Luck since the ship was sank. The City is currently in the middle of round 1 of the Underwater Reef Sculpture program.

MATERIALS & SPECIFICATIONS

Since the artwork will be submerged in the ocean permanently and used as an artificial reef, specific materials must be used. Materials that are permitted are concrete, ferrous metals $\frac{1}{4}$ inch or more in thickness, clean steel and limestone boulders and must be clean from contaminants. Contaminant free-dye concrete tiles are permitted.

The sculpture must be no larger than 3 ft. x 6 ft. and weigh a minimum of 500 pounds. It must be clean and free from asphalt, petroleum, other hydrocarbons and toxic residues.

The artwork construction must provide for it to be lifted safely from at least 3 pick points so it may lowered in a level upright position by lift bag onto the Lady Luck. See photos in link at <https://cdn.pompanobeachfl.gov/pba/images/Photo-for-Call.pptx>



PROJECT LOCATION

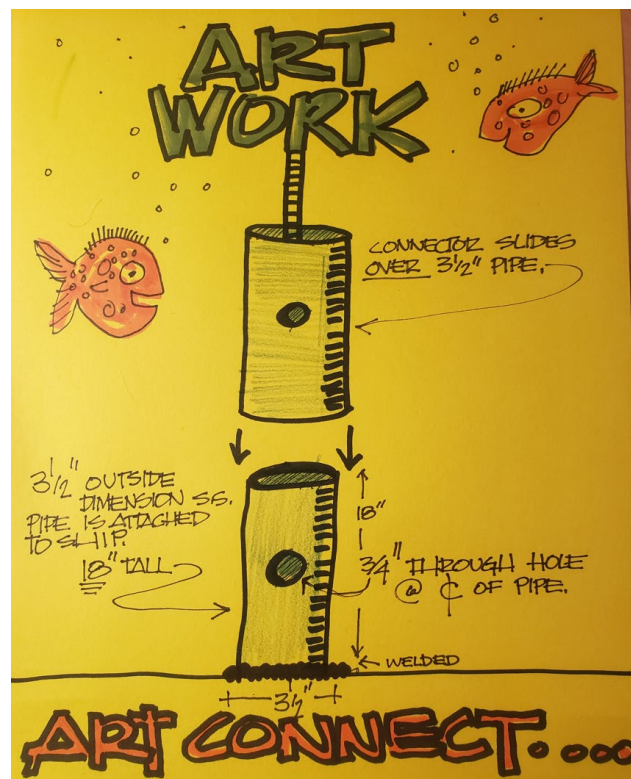
The sculpture will be displayed on land at a location to be determined for a period of one year before it is sunk and attached to Lady Luck at Shipwreck Park.

INSTALLATION

After the artwork has been displayed on land for one year, it will be sunk and attached to The Lady Luck at Shipwreck Park. The City will cover sinking fees up to \$4,000.00. There are Stainless Steel Pipes, (3-1/2" outside diameter) welded to the deck of the ship. The work must include a connector that will slide OVER that pipe. There is a 3/4" through hole drilled in the middle of the 18" tall pipe. The 3/4" through bolt should secure your work to the connector assembly. See the attached diagram. Artist will need to provide and work with an engineer if necessary. Artist will also need to contact Shipwreck Park for details on connecting the artwork as part of the final approval process.

The two receivers for one artwork are required. The Lady Luck has been fitted with single receivers per artwork and the artist will need to work the Shipwreck Park and South Florida Diving Headquarters to install the second receiver.

Click link for diagram: <https://cdn.pompanobeachfl.gov/pba/images/Pipe-Spec-Drawing-by-Dennis-MacDonald.jpg>



PROHIBITED CONTENT STANDARDS

Artists should bear in mind that the audience will be broad-based and of all ages, and designs should be appropriate for public display. Designs that are religious, political or sexual in nature will not be accepted. The structure may not display messages with text or contain any words or alpha-numeric characters. Additionally, neither corporate logos nor advertising is allowed. Designs will be evaluated to ensure they conform to these

standards. The City of Pompano Beach may reject any design that, in its sole discretion, does not adhere to these standards.

TENTATIVE SCHEDULE

Call to Artists is Posted	November 28, 2023
Deadline	January 17, 2024
Selection	TBD
Delivery of Completed Sculpture	6 months after Agreement is fully executed
Sinking of Sculpture	1 year after on land installation

ELIGIBILITY

This project is open to all professional artists in the continental US. Artists are NOT eligible who are immediate family or business partners of members of the Public Art Committee or program staff.

SUBMITTAL REQUIREMENTS

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– Designs must meet requirements for underwater

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.

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 Program Manager
Phone: 954-545-7800 ext. 3813
E-mail: 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.

INSURANCE

CONTRACTOR 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.

CONTRACTOR 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. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

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 CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR 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, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor 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 Contractor's negligent acts or omissions in connection with Contractor'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
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GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
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* 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 operations hazard	bodily injury and property damage combined
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

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

comprehensive form
 owned
 hired
 non-owned

REAL & PERSONAL PROPERTY

comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY	Per Occurrence	Aggregate
<input type="checkbox"/> other than umbrella bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
<input checked="" type="checkbox"/> * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of 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. CONTRACTOR 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 CONTRACTOR, the CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

A Workers Compensation Exemption will also be provided.