

Community Foundation of Broward Grant- Art of Community: *Asphalt Art - The Crossroads Connection*
Pompano Beach – Innovation District
Artist Budget: \$34,000
Application Deadline: September 24, 2020
Project Time Length: Until July 1, 2021

The City of Pompano Beach Public Art Program has been awarded the Community Foundation of Broward Grant- Art of Community Grant. The City, who's grant is entitled *Asphalt Art; The Crossroads Connection*, is seeking a professional artist or artist team to hold community engagement activities that will serve as inspiration in designing four asphalt street art murals and eight storm drain murals. The selected artist(s) should have experience with community engagement public art projects. The engagement activities and final artworks are to be based on aspects that will improve the quality of life for the community, express connectivity, environmental issues and create an artwork that is representative of what those living in the community would like to see.

The project creates an opportunity to educate, energize, and engage our entire community while celebrating our City's unique characteristics through public art. Using the guidelines of the Bloomberg Foundation's recent publication, "Asphalt Art Guide," this project will involve community volunteers, local artists and various city departments in the production of public art in pedestrian space creating street art on asphalt and storm drains.

Project Scope

****Please note: Engagement Activities and Celebration Activity Event may be edited at a later date due to unprecedented circumstances such as COVID-19. ****

Whether called street paintings, sidewalk paintings or asphalt art, street art has the ability to turn ordinary pavement into a canvas. As documented in a Bloomberg Foundation publication, a growing number of cities around the world are embracing public art as an effective way to revitalize public space.

Throughout the project, the artist(s) shall conduct community engagement and outreach activities to interact with the public and openly communicate the development of the final artworks. The final artworks will be the design of a total of twelve murals: four large scale asphalt art murals and eight storm drain murals. The engagement outreach activities should emphasize inclusion and diversity. The Community Engagement Activities can be in person, online, or in a combination of both. The project will engage residents and members of the Pompano Beach community of all ages and artistic levels. By engaging the community to work as a team to create works of art, this project will encourage interaction and cooperation that can be transposed to other areas of community living, including celebration of Pompano's diverse history and the importance of environmental stewardship.

The Four Large Scaled Floor Street Art Murals: The artist is not responsible for the installation of the four asphalt street art murals, only their design. The theme of these murals should express the thoughts, opinions, and diversity of the community and how we relate to "crossing over barriers." A Contractor will be hired by the City to install the final artworks.

The Eight Storm Drain Street Art Murals: The artist is responsible for the design as well as the training of volunteers, supervision, and assistance in helping community volunteers to install the eight storm drain murals. These murals will not only show artistic expression, but will serve an educational purpose

by addressing the misconception that it's acceptable to dispose of trash, grass clippings, and chemicals down storm drains. Storm drain themes should be environmentally conscious and ocean friendly stressing themes of "only rain down this drain." These installations will take place at a community engagement event and celebration.

The artist(s) shall document the development of the project through photography, painting, sculpture, installation, writing, video or any other artistic form or combination of genres. Throughout the program, the community engagement activities will help the artist(s) interact and form relationships with the public. These activities may include agreed upon workshops, meetings, charrettes, or any engagement that will help in the development and creation of the designs for the final artworks. Upon the conclusion of the program, the artist shall have completed a minimum of five community engagement activities, two volunteer training sessions, four designs for four separate large-scale asphalt street art murals, and eight designs for eight separate storm drain street-art murals, as well as completing an additional community engagement event supervising/assisting volunteer community members in the application of designs on storm drains to create "permanent" public art. No logos or words, political or religious references or nudity are to be used in the design.

Artist Services

The following activities will be required:

- Development of an action plan for the project including community engagement activity events
- Community interaction
- Educational outreach
- 4 large scale mural designs
- 8 storm drain mural designs
- Supervision of 8 storm drain mural designs installed by volunteers.

****Please note: Engagement Activities and any event pertaining to large crowds may be edited at a later date due to unprecedented circumstances such as COVID-19. ****

Asphalt Street-Art Murals & Storm Drain Street-Art Murals Locations

Click Link for Locations:

http://pompanobeachfl.gov/assets/docs/pages/public_art/LocationMap.pptx



Design Team Collaboration

The artist shall collaborate and coordinate with the Public Art Committee, city administrator and Pompano Beach residents. The City is responsible of hiring a specialized professional contractor to install the four large scale asphalt street art murals. Should the artist require specialized professional services,

the artist shall hire an appropriate subcontractor at the artist's sole expense which will be paid from the artist's budget. All subcontractors hired by the artist must be approved by the city risk manager and must provide proof of insurance.

Permits

It shall be the artist(s)'s responsibility, where applicable, to obtain all necessary permits. The artist(s) will ensure that the design will be ADA and code compliant.

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 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 LICENSEEs 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

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 (Florida's Minimum Coverage)
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

- ___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

- ___ other than umbrella bodily injury and property damage combined \$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY

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.

Program Requirements

- A. Community Engagement Activities: The artist(s) shall conduct a minimum of five community engagement activities. All equipment, materials, and any other resources required shall be supplied by the artist. The community engagement activities outlined in the written community engagement plan submitted in the artist's application will take the form of workshops, meetings, charrettes, or any other information and ideas from the community that may influence the visual content of the end artwork design; however, the final artwork will be the artist's original creative concept. These activities will inform those in attendance on the process of creating artwork, public art, and the importance of connecting the community through thoughts, opinions and crossing over barriers. These activities will be used to develop a design concept for the final artworks. ****Please note: Engagement Activities may be edited at a later date due to unprecedented circumstances such as COVID-19. ****
- B. Artwork: The artist shall create an artwork proposal once the community engagement activities have been completed. This proposal must include the twelve final street art murals and must be

approved by the Public Art Committee and City Commission. Revisions may be requested by the City.

- C. Final Artwork Installation: The City will hire a specialized professional contractor to install the four large-scale street art murals. The artist is responsible for the design, supervision, and assistance in helping community volunteers install the eight storm drain murals. The Artist will hold a minimum of two (2) volunteer training sessions prior to installing the storm drain murals. The eight storm drain mural installations will take place at a community engagement event and celebration at the end of the project that will be separate from the five previous engagement activities. The artist is responsible of the purchase and fees of all materials, including paint and anti-graffiti coating, to be used to install the storm drain murals. ****Please note: Volunteer Training Sessions and Celebration Activity Event may be edited at a later date due to unprecedented circumstances such as COVID-19. ****

Budget

The total budget for artist payment for this project is \$34,000. The artistic budget will include all taxes, materials, insurance, and artist fees. A budget sheet must be included.

Tentative Timeline

Call to Artists Posted	August 4, 2020
Deadline to Apply	September 24, 2020
Artist Recommendation by PAC	October 15, 2020
Recommended Artist City Commission Approval	November 2020
Community Engagement Activities Begin	December 2020
Selected Artist Presents 12 Mural Designs to Committee	April 2020
Installation on Murals and Celebration Event	TBD
Program is Completed	June 2021

Submittal Requirements

All submissions should be submitted through CaFé.

- Resume (this should include experience in Community Engagement Projects, residencies, teaching and art projects.)
- Digital Images of portfolio / previous artwork (Minimum of 4 and maximum of 8 digital images which relate in material and/or general approach to this project);
- Experience Statement – limited to 2000 characters describing the artist’s experience with similar community based projects;
- General Approach Statement & Community Engagement Activity Plan – This will describe the general approach to the project as well as contain a detailed plan of the five (5) community engagement activities the selected artist will be completing. The plan must include the activities and the groups, if applicable, that will be participating. This plan will need to be uploaded to CaFé. There is no character limit.

Proposal Selection Criteria

The artist will be selected based on the following criteria:

- Experience with kindred projects;
- Experience with community engagement projects;
- Quality of past artwork;
- General Approach Statement;

- Community Engagement Activity Plan.

Eligibility

The project is open to all professional artists nationwide; however, local artists are preferred. 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. This Call may be subject to a shortlisting of the top three (3) artists for a possible interview. The Public Art Committee will review applications and make a recommendation to the City Commission for approval. The Public Art Committee and the City Commission will either approve or deny the subcommittee's selection.

Other Selection Issues:

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

Pompano Beach Mission

Pompano Beach is a Cultural Arts destination in north Broward County, featuring innovative arts programming that includes the visual arts, music, film, theater, dance, public art, history, and historic preservation for the enjoyment and enrichment of residents of and visitors to Pompano Beach, Broward County, and the greater South Florida area.

Background on Pompano Beach Public Art Committee

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.

Community Foundation of Broward- Art of Community Mission

The Community Foundation of Broward's goal is to make the arts thrive in Broward in ways that ignite creativity, invoke community pride, and create a sense of place that connects people to where they live and to each other.