

Call to Artists: Hazel Armbrister Dedication Bust

BUDGET: \$49,400.00

DEADLINE: June 8, 2022

The City of Pompano Beach is looking to commission an artist for a work for hire bronze bust. The bust will be placed in the Historic Ali Cultural Arts Center Courtyard, 353 Dr. Martin Luther King, Jr. Blvd. The bust must include a pedestal. The selected artist will be required to fabricate and install the artwork.

THEME & REQUIREMENTS

The City of Pompano Beach is looking to commission an artist for a work for hire bronze bust. The bust will be placed in the Historic Ali Cultural Arts Center Courtyard and must include a pedestal. A plaque, provided by the Pompano Beach Historical Society must be placed on the pedestal. The theme for the artwork is the late Hazel K. Armbrister. The artist will ensure that the design will be code compliant and can stand up to South Florida weather conditions and wind load requirements. Reference images of Mrs. Armbrister included in "View Site Details" link along with site location.

Background on Hazel K. Armbrister:

Mrs. Armbrister came to Pompano Beach in the early 1950's and set to work. She was a farmworker, an educator, and a historian. She was named City Historian by the Pompano Beach City Commission in 2017 and was instrumental in saving the Ali Building as well as founding Rock Road Restoration Historical Group, Inc.

Mrs. Armbrister was born in the small north Florida town of Perry. She moved to Pompano Beach, and lived in Liberty Park neighborhood for over 60 years.

Married to David C. Armbrister for 27 years until his death. He encouraged her to complete her education. She attended Miami Dade Community College and completed her Bachelor's degree at the University of South Florida (USF) and went on to get her Master's degree at Miami-Dade College. She taught school in Miami-Dade and Broward counties for 31 years, helping to educate several generations of children.

Mrs. Armbrister was a force in Pompano Beach. She was involved with the community and received many awards for her endeavors. She was recognized as a Broward County Pioneer and was inducted into the Broward County's Women's Hall of Fame in 2001, as well as the Senior Hall of Fame. She is a founding member of the Florida Black Democratic Caucus and the Gwen Cherry Woman's Political Caucus. She has belonged to both the Pompano Beach Woman's Club and the Pompano Beach Historical Society, and also, the Pompano Beach Centennial History Committee.

Mrs. Armbrister was a tireless advocate for both women's and black rights her entire adult life. In the 1960's she took part in the protest against segregated beaches in Fort Lauderdale known as the "Wade-In".

Mrs. Armbrister was named 'Pompano Beach City Historian' in 2017. During this time, she was a current and past member of the City's Historic Preservation Committee and Chairperson of the City's Cultural Arts Committee. Additionally, she was founder and President of the Rock Road Restoration Historical Group, which is housed in the Historic Ali Cultural Arts Center; a building she fought to save and restore. It is now designated a Registered Local Historic Landmark of Pompano Beach.

Hazel was an active member of St. Nicholas Episcopal Church, and a dedicated mother to her children. She knew that each life has a purpose, and that hers was about services to others through educating, generating awareness and sharing passions. Our community has been made a better place through her courage and dedication, and we will miss her passionate voice.

PLAQUE

A plaque will be provided by the Pompano Beach Historical Society and must be installed by the artist on the pedestal of the bust. The plaque will read:

HAZEL K. ARMBRISTER

September 6, 1931 to March 16, 2021

The Historic Ali Cultural Arts Center Courtyard

In remembrance of Mrs. Hazel K. Armbrister, and her lifetime of accomplishments, the Historic Ali Cultural Arts Center Courtyard, has been named in her honor. She was a farmworker, an educator, and a historian. She was named City Historian by the Pompano Beach City Commission in 2017 and was instrumental in saving the Ali Building as well as founding Rock Road Restoration Historical Group, Inc. (There will be a QR code taking visitors to a website with more information on Mrs. Armbrister.)

PROJECT LOCATION

The location for the bust is the Historic Ali Cultural Arts Center Courtyard, 353 Dr. Martin Luther King, Jr. Blvd. See "View Site Details" link for images of location.

ARTWORK PURCHASE BUDGET

The purchase budget established for the project is \$49,400.00. The price will include all insurance, taxes, fees, permits, delivery, and installation. Applicants must submit a detailed line item budget.

APPLICATION

Artist must submit the following as part of the application:

1. Resume
2. Artist Statement
3. Examples of past bronze artworks (minimum 3, maximum 5)

TENTATIVE SCHEDULE NOT TO BE PLACED IN ACTUAL CALL

Call to Artist will be posted.	May 4, 2022
Deadline for submissions.	June 8, 2022
Artist will be selected.	August 18, 2022
City Commission approval.	TBD

ELIGIBILITY

The project is open to all professional artists nationwide. 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 will review applications and make a recommendation to the City Commission. 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:

- 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 are not permitted to contact Public Art Committee members between the release of the Call to Artists and the completion of the selection process. Contact the City's Public Art Program Manager for all questions and information.

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 \$3,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- 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.

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 southeast 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 (Note: it was updated in 2021). The plan supported cultural arts for the Public Beach Cultural Center, the Bailey Contemporary Arts Center, the Historic Ali Cultural Arts Center and the Pompano Beach Amphitheater. The Cultural Arts Master Plan sets as an objective public art projects at all cultural facilities. The Public Art Master Plan proposes public art at a majority of facilities.

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://pbpublicart.com/>