

SERVICE CONTRACT

No. 12819

THIS AGREEMENT is made and entered into on _____, by the **City of Pompano Beach** ("City") and **Designing Local LTD**, ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

WHEREAS, City Code Section 32.39 Competitive Bidding states that before the General Services Director (also known as Purchasing Director) makes any purchase of, or contract for, supplies, materials, capital items, or insurance services in an amount less than seventy-five thousand dollars (\$75,000.00), the General Services Director or designee shall obtain a quote from at least one responsible source of supply. In addition to the purchases described herewith, the General Services Director or designee shall have the authority to approve all other purchases in an amount less than two hundred thousand dollars (\$200,000.00), with the concurrence of the City Manager.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work and Request for Proposal (RFP)25-002 set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B" both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* The City, on behalf of their Cultural Affairs Department desires to contract with Contractor to produce a Public Art Master Plan upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope of Services and RFP25-002 attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit "A" and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. *Term of Contract.* This Contract shall be for a term of one (1) year or less, beginning with the date this Contract is fully executed by both parties, with an option to renew for an additional year with the Commission's approval.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services not to exceed Eighty Thousand Dollars (\$80,000.00).

B. *Payment.* All payments by City shall be made after the Work has been verified and completed per Section assigned. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice, City shall forward Contractor payment for (i) work defined in RFP25-002 as provided in connection with the scope of work.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

C. *Invoices.* Contractor shall submit invoices to City upon approval of Work completed for each Section per RFP25-002 at a frequency not greater than on a monthly basis.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Cultural Affairs, Public Art Program Manager and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Joshua Lapp, Principal & Co-Founder
20 E. Broad Street
Columbus, OH 43215
Office: (614) 607-1557
Email: josh@designinglocal.com

If to City: Laura Atria, Public Art Program Manager
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4671
Email: Laura.Atria@copbfl.com

With a copy to: Aymara Schmidt, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: Aymara.Schmidt@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. **Termination for Convenience.** City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

13. **Insurance.** Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. **Indemnification.** Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the

claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any,

relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative

and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work

authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.
- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONTRACTOR"

Designing Local LTD

Witnesses:

Lesli Current

Lesli Current

(Print or Type Name)

Matthew Leasure

Matthew Leasure

(Print or Type Name)

By: [Signature]

STATE OF Ohio

COUNTY OF Franklin

The foregoing instrument was acknowledged before me, by means of physical presence this 10th day of June, 2025, by Joshua Ryan Lapp as Authorized Member of Designing Local LTD, an Ohio limited liability company on behalf of the company, who is personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF Ohio

Matthew Osborn
(Name of Acknowledger Typed, Printed or Stamped)

N/A
Commission Number

EXHIBIT – A



Florida's Warmest Welcome

REQUEST FOR PROPOSALS (RFP)

RFP25-002

Public Art Master Plan.

Pre-Proposal Meeting:

January 14, 2025, at 10:00 A.M.

Virtual Zoom Meeting

For access, go to:

<https://www.pompanobeachfl.gov/meetings>

RFP OPENING: February 6, 2025, at 2:00 PM

Virtual Zoom Meeting

For access, go to:

<https://www.pompanobeachfl.gov/meetings>



January 7, 2025

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-002 - Public Art Master Plan.

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Public Art Master Plan..

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2—Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)).

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the proposer's bid fully complies with all requirements.

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1. DEFINITIONS

The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- **"Bid"** means an offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms **Bid and Proposal** may be used interchangeably throughout this RFP.
- **"Contract"** means any agreement resulting from this RFP. **Contract** and **Agreement** may be used interchangeably throughout this RFP.
- **"Project"** means all components and work required to complete and implement a Public Art Master Plan and related scope of work.
- **"Project Team"** means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- **"Proposer"** means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP. The terms Proposer and Contractor may be used interchangeably throughout this RFP.
- **"Team Member(s)"** means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- **"Proposal"** means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. The terms Proposal and Solicitation may be used interchangeably throughout this RFP. The insurance requirements described herein reflect the requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will expedite the review process to evaluate the Proposer.

2. SCHEDULE OF EVENTS

RFP NUMBER:	RFP25-002
RFP TITLE:	Public Art Master Plan.
RELEASE DATE:	January 7, 2025
DATE PUBLISHED IN SUN-SENTINEL	January 6, 2025
Pre-Proposal Meeting: VIRTUAL ZOOM MEETING	January 14, 2025, at 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	January 24, 2025, at 5:00 PM
RFP RESPONSES DUE DATE/TIME:	February 6, 2025
EVALUATION COMMITTEE MEETINGS	TBD
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://www.pompanobeachfl.gov/meetings

3. INTRODUCTION AND GENERAL INFORMATION

3.1. Project Background

The City of Pompano Beach is seeking proposals from firms to prepare a Public Art Master Plan, which includes a five-year implementation schedule. The Master Plan will provide direction to staff, the Public Art Committee, and the City Commission on the planning necessary to administer the current public art program and guidelines within the City. The City hopes to continue a public art program that will instill pride in place and create public spaces where people can enjoy and interact with art. The Master Plan will help determine potential concepts and themes that will dictate the placement and style of selected art installations. The Master Plan will lead the wise investment of public art resources in projects that respect the tradition and historic fabric of the City while allowing for creative expression that reflects its contemporary cultural, economic, and development character. Some guidelines from the current Public Art Guidelines for the City will also need to be reviewed and updated.

3.2. Pre-Proposal Meeting

The Pre-Proposal Meeting will be held via Virtual Zoom Meeting on January 14, 2025, at 10:00 a.m. (local). The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>.

3.3. Proposal Submittal Due Date

The City will receive sealed proposals by 2:00 p.m. (local) on **February 6, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

3.4. Questions and Communication

<http://www.pompanobeachfl.ionwave.net> is the official method of Procurement and Contracts Department has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before January 24, 2025, at 5:00 PM ET via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from other than the information included in this RFP document or by an Addenda shall not be binding on the City.

3.5. Contract Term

The City desires to enter a one-year contract with an option to renew for an additional year.

3.6. Price Adjustments

Price adjustments shall be handled on a case-by-case basis. Before any price adjustments are made, the reason must be provided in writing and accepted by the Director of Procurement and Contracts.

4. SCOPE OF WORK

The City of Pompano Beach is seeking proposals from qualified professionals to produce a Public Art Master Plan, which includes a five-year implementation schedule. The Consultant will consider the city's local history, heritage, and culture, current existing public art installations, current public art installations planned to be installed, and previous 10-year Public Art Master Plan and Guidelines. The consultant will utilize the previous 10-year Public Art Master Plan and Guidelines and provide revisions to the Guidelines where necessary. The consultant will utilize interviews, community meetings, Public Art Committee meetings, the Public Art Manager, literature reviews, and other methods to be proposed to produce a plan that will help implement a new program over the next five years. The final plan will be presented to the Public Art Committee and City Commission for approval.

The Master Plan shall detail the following:

Public Art Strategy

- Vision, Goals, and Guiding Principles
- Major Themes
- Project Types (i.e., mural programs, installations with adopted city-wide specified themes, temporary collections, civic infrastructure, entrance features, monuments, etc.)
- General style of desired art (i.e., contemporary, works by renowned artists, interactive art, community art, etc.)
- Key locations, neighborhoods, corridors, iconic buildings, and intersections for public art.
- Art on private property
- Create Private Mural Guidelines
- Public Art Density Bonus, which is currently part of the City's Program

5 Year Implementation Plan

- Revenue Projections and Expenditures
- Project Type, Description, Goals, Budget, Timing, and other implementation considerations (guidelines on artist selection, permitting, ownership issues, maintenance, signage, lighting, etc.)
- Vision plans for neighborhoods, corridors, and intersections
- Unfunded priority list

Project Fee

Proposers are to provide a detailed cost proposal. The contract price shall include labor, materials, travel, equipment, and all items necessary to perform a public art master plan, as detailed in the attached specifications. A budget has not been established for the master plan project.

5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

5.1. Submission Format Requirements

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will in no way be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

5.2. Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

5.3. Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

5.4. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

6. Proposal Requirements and Evaluation Criteria

This section represents the information that will be utilized to determine if the Proposals are complete and the assignment of points following the evaluation criteria in Section 7 for the proposal submitted. The maximum possible points awarded for each section are notated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

6.1. Proposer's Qualifications And Experience (Maximum 20 Points)

6.1.1. Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of the contact person, and the date.

6.1.2. Table of Contents:

Include a clear identification of the material by section and by page.

6.1.3. Letter of Interest:

Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding and any partners of a joint venture
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

6.1.4. Understanding of the Project:

Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City and the community.

6.1.5. Organizational Chart and Principal/Key Team Members:

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services that will be designated as principals and/or key team members for the Proposer. The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

6.1.6. Statement of Skills and Experience of Project Team:

Provide resumes for key project team members and their experience of similar projects within the last 5 years. Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past 2 years) where the team members have performed projects with similar characteristics.

6.1.7. Unique Capabilities:

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project.

6.1.8. References:

Provide references (no more than 3 from past projects) of projects of similar scope, preferably of a similar size and scope. The successful team must include members with similar experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities concerning the project.

6.1.9. Conflicts of Interest:

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

6.1.10. Litigation:

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years.

6.1.11. Office Locations:

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and the sub-consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location. If firms are situated outside the local area (the City of Pompano Beach), include a brief statement as to whether or not the firm will arrange for a local office during the contract term, if necessary.

6.2. Public Art Strategy (Maximum 25 Points)

- 6.2.1. Vision, Goals, And Guiding Principles**
- 6.2.2. Major Themes**
- 6.2.3. Project Types (I.E., Mural Programs, Installations With Adopted City-Wide Specified Themes, Temporary Collections, Civic Infrastructure, Entrance Features, Monuments, Etc.)**
- 6.2.4. General Style Of Desired Art (I.E. Contemporary, Works By Renowned Arts, Interactive Art, Community Art, Etc.)**
- 6.2.5. Key Locations, Neighborhoods, Corridors, Iconic Buildings, And Intersections For Public Art.**
- 6.2.6. Art On Private Property**
- 6.2.7. Create Private Mural Guidelines**
- 6.2.8. Public Art Density Bonus, Which Is Currently Part Of The City's Program**

6.3. 5-Year Implementation Plan (Maximum 25 Points)

- 6.3.1. Revenue Projections And Expenditures**
- 6.3.2. Project Type, Description, Goals, Budget, Timing, And Other Implementation Considerations (Guidelines On Artist Selection, Permitting, Ownership Issues, Maintenance, Signage, Lighting, Etc.)**
- 6.3.3. Vision Plans For Neighborhoods, Corridors, And Intersections**
- 6.3.4. Unfunded Priority List**

6.4. Project Fee (Maximum 25 Points)

Proposers are to provide a detailed cost proposal. The contract price shall include labor, materials, travel, equipment, and all items necessary to perform a public art master plan, as detailed in the attached specifications. A budget has not been established for the master plan project.

6.5. Local Business Program (Maximum 5 Points)

The Procurement and Contracts staff will evaluate this section. On March 13, 2016, the City Commission approved Ordinance 2016-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this Solicitation is **15%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts

made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.
 - b. Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure all requirements are met before contract execution.

6.6. Other Required Documentation

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

6.6.1. Insurance

The insurance described herein reflects the requirements deemed necessary for this contract by the City. The contractor is responsible for delivering 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 the city as an additional insured on a primary basis on all such coverage.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by the agreement/contract, including limits, coverages, or endorsements. The 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 the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall, at its sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (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. No

exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.

2. Liability Insurance

- a. Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.
- b. 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
- XX explosion & collapse
- XX hazard
- XX underground hazard
- XX products/completed bodily injury and property damage combined
- XX operations hazard
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage, bodily injury, and property damage combined
- XX independent contractor's personal injury
- XX personal injury
- _____ sexual abuse/molestation
- _____ liquor legal liability

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate

- 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: Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate

- XX other than umbrella bodily injury and property damage combined

PROFESSIONAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

- XX professional liability

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

ENVIRONMENTAL / POLLUTION LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

- XX environmental/pollution liability

CYBER LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

- _____ Network Security / Privacy Liability
- _____ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- _____ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-related services and or products)
- _____ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

1. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its 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 and Five Hundred Thousand Dollars (\$500,000) per aggregate.
2. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
3. **Insurance Cancellation or Modification:** Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.
4. **Waiver of Subrogation:** Contractor hereby waives any and all rights 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/contract to waive subrogation without an endorsement, then the 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 that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.
5. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.
6. Builder Risk insurance is required.

6.6.1. City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

7. EVALUATION AND AWARD

7.1. Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-responsive.

7.2. Evaluation Committee

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified Design-Build company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Design/Build Services Agreement.

7.3. Evaluation Process

Procurement and Contracts Department staff will initiate the review of the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
6.1	Experience and Qualifications	20
6.2	Public Art Strategy	25
6.3	5 Year Implementation Plan	25
6.4	Project Fee	25
6.5	Local Business Program	5

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the proposers. If the Committee requests presentations, they will be scheduled in the future. The Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

Tie Breaker:

In case where there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Closest Proximity/Location to the Project site
- 4) Coin Toss

7.4. Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive and responsible proposal is received, the Committee will proceed without scoring the one (1) responsive and responsible proposal and may recommend for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

7.5. Committee Questions:

The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for shortlisting purposes. After an initial review of the proposals, the City may invite proposals for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview nor bear any obligation in further consideration of the submittal.

7.6. Committee's Recommendations:

The Evaluation Committee may recommend rejecting any proposals or awarding the Public Art Master Plan. A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation session(s) with as many ranked responsive and responsible proposers, in its sole judgment, as they deem appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible proposers, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive and responsible Proposers; to declare an impasse with a ranked responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and

responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

7.7. Negotiations:

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

7.8. Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

8. STANDARD PROVISIONS

8.1. RFP Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification. The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests. The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

8.2. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

8.3. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

8.4. Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

Director of Procurement and Contracts, City of Pompano Beach
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

8.5. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

8.6. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reason, Proposer's staff assigned to this project at any time. Background checks may be required at the discretion of the City.

8.7. Contract Terms

The contract shall include, at minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

8.8. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

8.9. Manner of Performance

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

8.10. Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

8.11. Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

8.12. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

8.13. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

8.14. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

8.15. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

8.16. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

8.17. Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

8.18. Cone of Silence

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

8.19. Communications

No negotiations, decisions, or actions shall be initiated or executed by the Proposers as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Proposers.

8.20. Conflict Of Interest

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

8.21. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved

with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

8.22. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

8.23. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

8.24. Drug-Free Workplace

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

8.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.26. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

8.27. Price Adjustments

Price adjustments shall be handled on a case-by-case basis. Before any price adjustments are made, the reason must be provided in writing and accepted by the Director of Procurement and Contracts.

8.28. Invoicing/Payment

All invoices should be sent to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 26, payment will be made within 45 days after receipt of a proper invoice.

8.29. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

8.30. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

8.31. Public Records

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and

- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

8.32. Public Records Custodian:

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253,
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

9. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda is issued to this RFP solicitation, the addendum will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

10. ATTACHMENTS AND EXHIBITS

10.1. Attachment A – 2016 – 2025 Ten-Year Public Art Master Plan & Public Art Guidelines (for Reference)

10.2. Appendix B - City Forms

Exhibit A - Local Business Participation Form

Exhibit B - Letter of Intent Form

Exhibit C - Local Business Unavailability Form

Exhibit D - Good Faith Effort Form

Supplier Scoring Summary

RFP25-002 - Public Art Master Plan - Scoring Round

Supplier	Rank	Score	RFP25-002 Public Art Master Plan	Experience and Qualifications	Public Art Strategy	5 Year Implementation Plan	Project Fee	Local Business Program
		100		20.00	25.00	25.00	25.00	5.00
Designing Local	1	82.50		19.50	23.75	19.75	19.50	0.00
Civic Centered	2	70.50		11.25	20.50	18.25	20.50	0.00
TurningArt Inc.	3	41.75		8.75	7.50	7.50	18.00	0.00
Public Sphere Projects	4	32.75		11.50	10.00	10.00	1.25	0.00
		56.88		12.75	15.44	13.88	14.81	0.00

POMPANO BEACH, FLORIDA | RFP25-002

PUBLIC ART MASTER PLAN

February 24, 2025



PRIMARY CONTACT

Josh Lapp

Principal, Designing Local

20 E. Broad Street Columbus, Ohio 43215

josh@designinglocal.com | 614.607.1557

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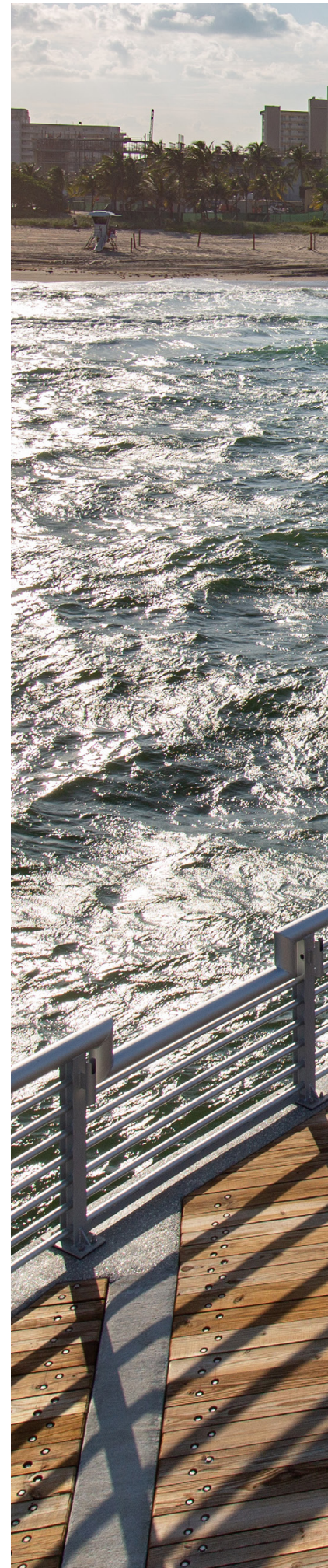
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6.1.

**EXPERIENCE &
QUALIFICATIONS**



February 24, 2025

Jeff English
City of Pompano Beach, Florida
1190 NE 3rd Avenue, Building C
Pompano Beach, FL 33060 USA

Re: Public Art Master Plan

Dear Jeff and Members of the Selection Committee,

Creating a Public Art Master Plan is a deeply meaningful opportunity to determine your community's goals and desires for your creative arts landscape. Although a formal plan featuring asset mapping, an effective community engagement campaign, and data to identify both trends and opportunities is the final deliverable, the beautifully complex process of planning can be just as meaningful as the outcome. Our team is honored to offer our proposal to support the City of Pompano Beach in becoming a vibrant, regional hub for public art and cultural expression.

Designing Local, LTD - A certified woman owned business based in Columbus, Ohio with national reach, will lead this project. We believe that we are the team with the most well suited experience and organizational infrastructure to guide the City of Pompano Beach through this critical undertaking. With our experience and creativity we will deliver a world-class plan that utilizes one-of-a-kind engagement opportunities to reveal the true spirit of Pompano Beach. Designing Local has extensive experience developing and implementing public art plans throughout Florida, including actively working on the Art in Public Places Plan in nearby Riviera Beach, Florida and the Public Art Plan for Ormond Beach, Florida. Our team boasts unparalleled experience in crafting authentic public art plans across diverse jurisdictional contexts.

We have enhanced our team with the following Broward County based subconsultant:

O'Connell & Goldberg Public Relations (O&G) - An independent, full-service public relations firm established in 1993. Based in South Florida, with two team members in the Tampa Bay region, their services include strategic communications counsel, media relations, community outreach, public affairs, organic/paid social and digital media, influencer relations, special events and crisis communications. O&G will work with the Designing Local team to develop and deliver a comprehensive public outreach plan for the project.

After delivering over 40 public art plans across the country, it is our great pleasure to submit a proposal to do the same in Pompano Beach. We confidently assert that Designing Local is the ideal team to successfully create a Public Art Master Plan and help strengthen community ties and elevate public spaces, making them vibrant, inclusive and reflective of the city's unique character and future ambitions. Embarking on a planning process steeped in policy, culture, and community voice is where our team comes alive. We are excited to talk with you about next steps and are eager to begin this journey!

Sincerely,

Josh Lapp, AICP
Principal, Designing Local
josh@designinglocal.com
614.607.1557
(Main Point of Contact)

UNDERSTANDING OF THE PROJECT

This plan will guide the city's public art program, ensuring it reflects local history, heritage, and culture while fostering creative expression.

We understand this plan will build on the previous 10-year Public Art Master Plan and Guidelines. By engaging with Pompano Beach community members and key stakeholders, we will produce a comprehensive plan detailing public art strategies, project types, key locations, and a detailed implementation plan with revenue projections and budgets. We believe that every community is special and deserving of vibrant, culturally rich, fun places that reflect the best of who they are. Investing in public art, cultural expression, historic preservation, and well-designed public spaces showcase the best of who they are and engender widespread community pride. When people have community pride — when they are proud of the way their community looks and feels — they are more likely to invest in themselves, their neighbors, and civic life. And widespread willingness to invest and connect is, we believe, foundational to a thriving, resilient community in which all people can be happy and prosperous. Designing Local's unique method of delivering public art plans that are created for the locals, by the locals, sets us apart from other firms.

WE ARE CREATIVE, CURIOUS, & ENTHUSIASTIC.

Our team members are positive people who enjoy learning about new communities and what is important to the people who live in them. While we have ample subject matter expertise to guide our clients, we don't presume to know all the answers at project launch. Rather, we maintain curiosity about the communities we work within, and what interventions might be uniquely suited to them.

WE WORK CROSS-FUNCTIONALLY & NATIONWIDE.

Our planning process is informed by more than just traditional city planning methodologies. Our team's deep expertise in landscape architecture, historic preservation, and urban design allows us to think holistically about how public art can be — spiritually, contextually, and strategically — part of the form and character of a community. Further, we work in communities big and small throughout the United States, giving us a perspective on the distinct art and cultural landscapes that can be found here and the best practices that make them work.

WE BELIEVE IN THE UNPARALLELED POWER OF ART.

Designing Local is passionately committed to empowering communities and peoples through public art and cultural expression. Our nuanced, actionable plans offer strategies for communities to enhance their local arts ecosystem while advancing myriad other municipal goals, such that art and culture become firmly entrenched in all aspects of civic life. In this way, the full potential of art and culture to bring people together, heal past wounds, and bring forth new life can be realized.

This plan will further explore Pompano Beach's creative assets and develop suitable and realistic goals and objectives, policies and procedures, financial strategies, and deliver a public art plan that will encourage and tailor recommendations and programs to the needs of current and prospective visitors, residents, and business owners of Pompano Beach.

ORGANIZATIONAL CHART



STATEMENT OF SKILLS

Designing Local recognizes that relationships are built on trust, not status. We make sure that our clients are involved intentionally through all stages of a project and can see their involvement bear fruit by delivering high quality work on-time, and on-budget.

We are a small team working hard and building together. Internally and externally we prize open, honest, and clear communication. We have a passion and curiosity for what we do and we bring the devotion we have for our community to each of those we work in. The success of this project will depend upon coordination and consensus building with both public and private stakeholders. This includes a variety of arts groups, county staff, and community stakeholders. We value communication with the public and will utilize this input to drive the planning process. Our team is well equipped to reliably manage projects like this outside of our region, and we do so regularly by utilizing virtual and in-person collaboration tools. Our team has the necessary facilities, capacity, and financial resources to provide the requested services.

The Pompano Beach Public Art Master Plan project will be managed by Anna Talarico, an experienced public art project manager and arts administrator at Designing Local. Anna will be responsible for communicating to all members of the team and will assure their direct participation in meetings and other project activities as necessary. Anna will also coordinate and organize all materials for various submittals, presentations, and deliverables. Although we don't anticipate any changes to the personnel identified, we understand that if circumstances arise we would discuss and have any revisions discussed and authorized by the Client Group in writing.

Designing Local, a woman-owned business enterprise based in Columbus, Ohio, will lead this project. This contract will be managed by Anna Talarico who brings experience with public art consulting, curation, and management and has led numerous public art implementation planning projects throughout the country that include complex coordination with artists and fabricators.



ANNA TALARICO
PROJECT MANAGER (DAILY CONTACT)

..... **JOSH LAPP**
PRINCIPAL IN CHARGE

AMANDA GOLDEN
ENGAGEMENT STRATEGIST

GABRIELLE SMITH
URBAN PLANNER

O&G is a full-service public relations firm based in Fort Lauderdale, Florida. O&G will support the Designing Local team by developing messaging and supporting collateral (digital marketing, surveys, direct mail, communication, etc.), preparing spokespeople, and rallying public engagement through outreach campaigns for this project.

BARBARA W. GOLDBERG
PUBLIC OUTREACH ADVISOR

DESIGNING LOCAL

PUBLIC ART PLANNING & COMMUNITY ENGAGEMENT



Designing Local is an award-winning, nationally recognized firm that has helped more than 50 US communities create vibrant, culturally rich, fun places.

OVERVIEW

Designing Local is an Ohio-based certified woman-owned business dedicated to helping communities connect people to place through culture. Founded in 2014, our firm was born from the belief that design, art, culture, historic preservation, and other important unique attributes of communities are often overlooked in the planning process. We bring an authentic curiosity and passion to our work.

EXPERTISE

For over a decade we have specialized in providing arts and culture planning, urban design, historic preservation, community engagement, and landscape architecture services to communities across the nation. Our clients typically consist of municipalities, institutions, private developers, and non-profit entities. Many of our projects blur the lines between all of these interrelated services and markets, creating a broad yet cohesive vision for our clients that sets the stage for collaborative implementation of the plan.

APPROACH

Our process is straightforward and simple. Through robust and creative public engagement we help to extract the story of the place in which we are working. We take that story, as told by the community itself, and help translate that into a unique, interesting, and powerful built environment.

FOUNDED
2014

LOCATION
Columbus, Ohio

EMPLOYEES
16

CERTIFICATIONS
Women-owned Business Enterprise (WBE)
State of Ohio
Certified Disadvantaged Business Enterprise (DBE)
Ohio Department of Transportation

SERVICES
Public Art Planning
Historic Preservation
Arts & Culture Planning
Landscape Architecture
Urban Planning & Design
Community Engagement

PUBLIC ART PLANNING EXPERIENCE

Acworth Public Art Plan

Acworth, Georgia

Anaheim Public Art Plan

Anaheim, California

Anderson Township Community Arts Plan

Anderson Township, Ohio

Art on High Strategic Public Art Plan & Artist Selection

Columbus, Ohio

Bainbridge Island Community Art Plan

Bainbridge Island, Washington

Braselton Public Art Master Plan

Braselton, Georgia

Brockton Downtown Accessible Public Art Plan

Brockton, Massachusetts

Burleson Public Art Plan

Burleson, Texas

Cape May County Creative Placemaking Plan

Cape May County, New Jersey
ASLA Ohio 2019 Merit Award, Communications + Research

Canton Public Art Plan

Canton, Georgia

Conway Public Art Master Plan

Conway, Arkansas

Corning Public Art Strategy

Corning, New York

Danville Public Art Plan

Danville, Virginia

Downtown Douglasville Public Art Master Plan

Douglasville, Georgia

Duluth Public Art Master Plan

Duluth, Georgia

Emeryville Public Art Master Plan

Emeryville, California

Erie Public Art & Placemaking Plan

Erie, Colorado

Essence of Athens

Athens, Ohio
*APA Ohio 2015 Focused Planning Project
ASLA Ohio 2014 Merit Award, Communications + Research*

Frisco Public Art Master Plan

Frisco, Texas

Germantown Public Art Master Plan

Germantown, Tennessee
APA Tennessee 2020 Outstanding Project/Program/Tool for a Small Jurisdiction

Glenwood Springs Public Art Master Plan

Glenwood Springs, Colorado

Hiawassee Public Art Strategy

Hiawassee, Georgia

Los Altos Public Art Master Plan

Los Altos, California

Milpitas Public Art Plan

Milpitas, California

Moline Public Art Master Plan

Moline, Illinois

Montpelier Public Art Master Plan

Montpelier, Vermont

Mooresville Public Art Plan

Mooresville, North Carolina

Richmond International Airport Public Art Plan

Richmond, Virginia

Roswell Public Art Master Plan

Roswell, Georgia

Sandusky Public Art & Placemaking Plan

Sandusky, Ohio

San Luis Obispo Public Art Master Plan

San Luis Obispo, California

Sandy Springs Public Art Master Plan

Sandy Springs, Georgia

Savannah Public Art Master Plan

Savannah, Georgia

Smyrna Public Art Consultant

Smyrna, Georgia

Sullivant Bright Public Art & Parklet Project

Columbus, Ohio
ASLA Ohio 2021 Merit Award, Planning + Analysis

Tempe Public Art Plan

Tempe, Arizona

The Peninsula Public Art Plan

Columbus, Ohio

The Point Public Art Plan

Salt Lake City, Utah

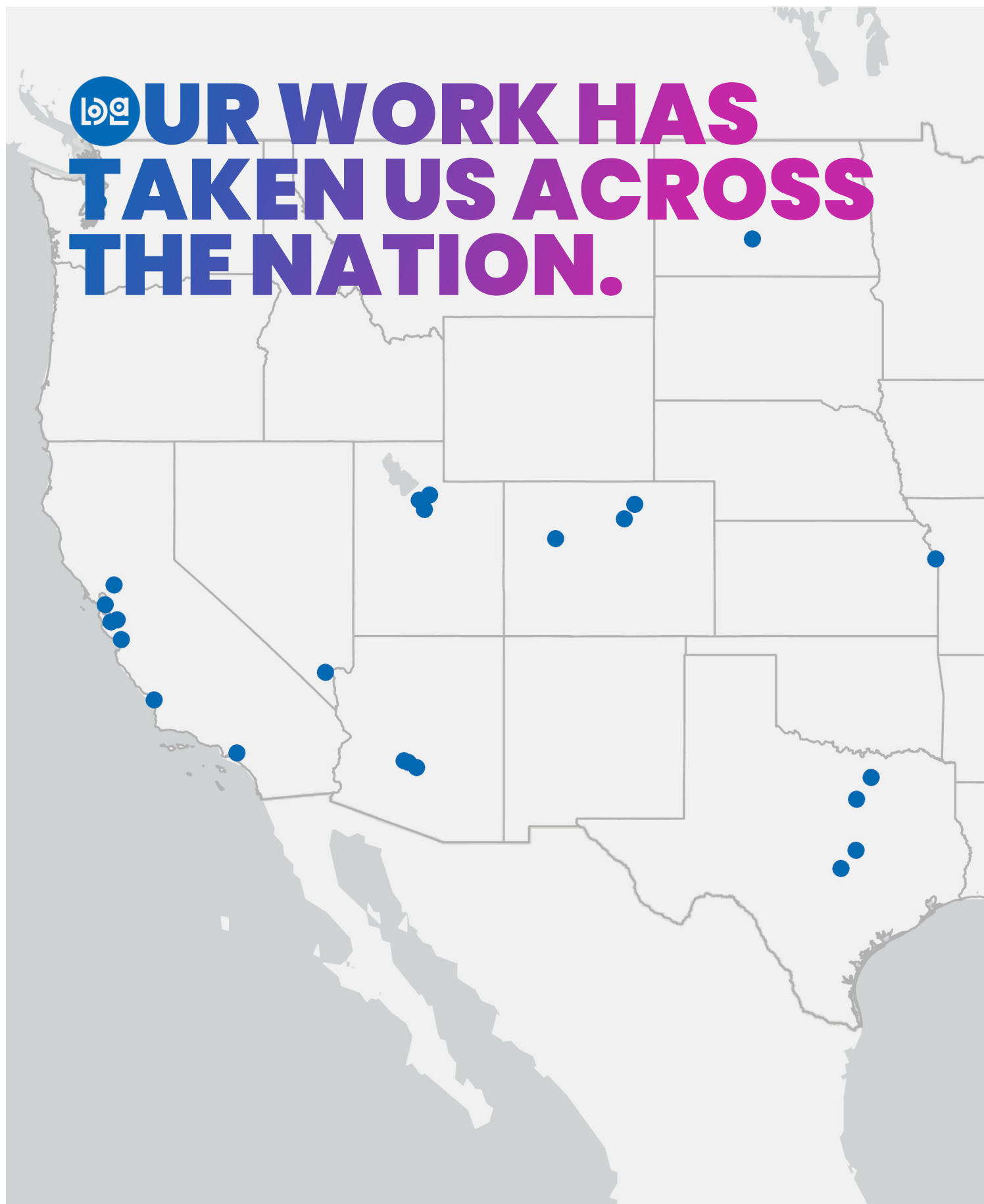
Watsonville Public Art Plan

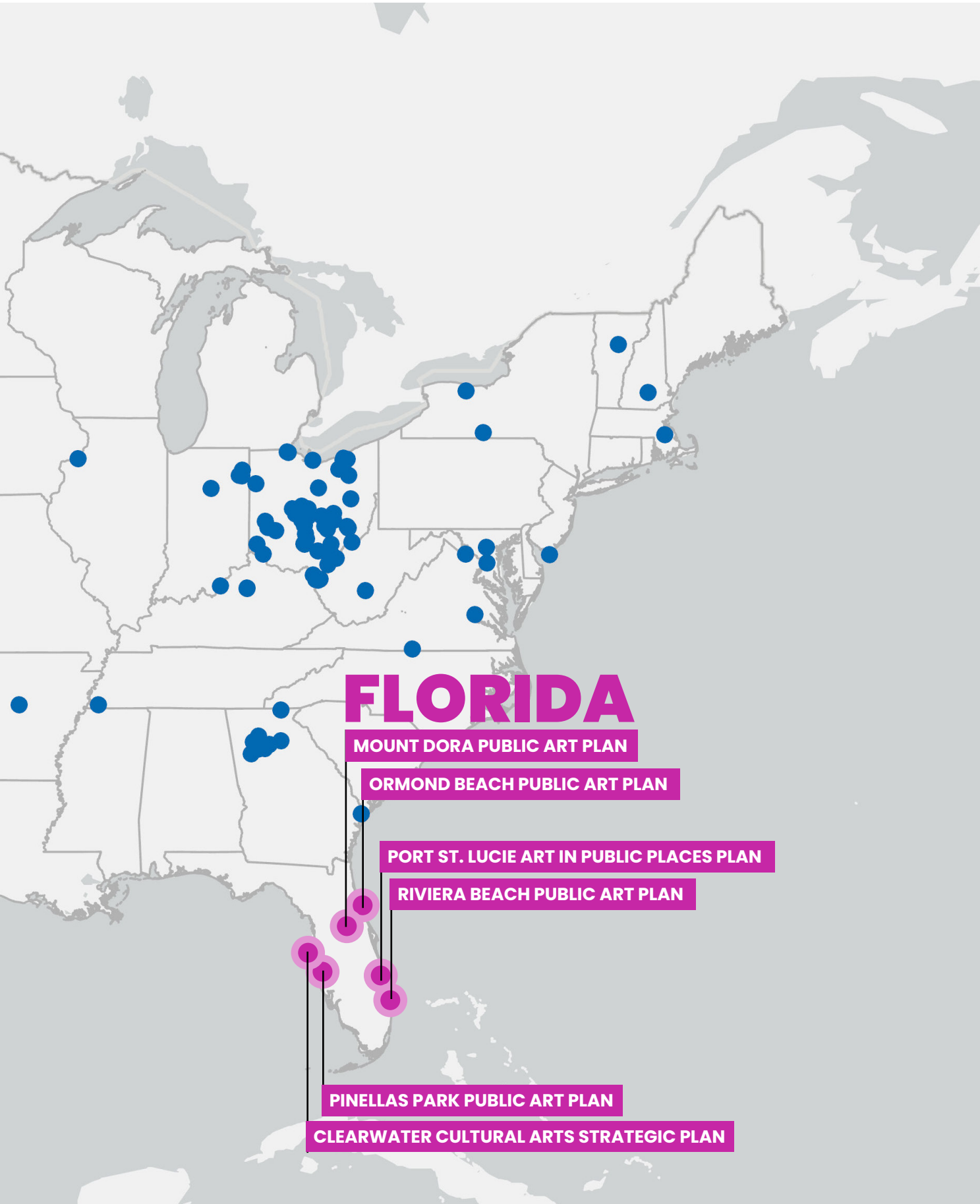
Watsonville, California

Woodstock Public Art Plan

Woodstock, Georgia

View our final plans online at https://issuu.com/designing_local







TRUMPET FLOWERS : AMIGO & AMIGO

ART IN PUBLIC PLACES MASTER PLAN & IMPLEMENTATION

PORT ST. LUCIE, FLORIDA

The Public Master Plan takes an overarching look at the existing Art in Public Places program for the City while setting out a vision for the future and defining how public art will integrate into the success of the City. At the heart of an efficient and effective Art in Public Places program, are clear and strong policies. This plan creates such policies and gives clear guidance on how to manage the overall program, including policy for art acquisition, collection management, donation procedures, and maintenance. The plan itself is geared towards process and implementation as much as creativity and fun in order to deliver results for the community. The final Public Art Master Plan explains the existing Art in Public Places program, lays out a vision for where it should go in the future, and puts forth concrete steps that the city can take in order to make the vision a reality. We focused on using public art to create remarkable places in Port St. Lucie that connect residents with their community, creates an identity for the city, further advances the goals of the city and its residents. Designing Local has continued to provide art implementation for the last 2 years and our portfolio of active Port St. Lucie implementation projects totals \$450,000.

A recently installed temporary public art display. Trumpet Flowers by Amigo & Amigo, an Australia-based art studio that specializes in interactive public art, was implemented with support and coordination from the Designing Local team. Each flower features a corresponding “trumpet key” that when pushed plays the jazzy sounds of a trumpet, tuba, trombone or drum, transforming the individual sculptures into a towering symphonic and light experience.

CLIENT
City of Port St. Lucie

COMPLETED
Ongoing

TEAM
Anna Talarico
Amanda Golden
Josh Lapp

SERVICES
Public Art Planning
Public Art Consulting
Public Art Implementation
Community Engagement

[CLICK HERE TO SEE THE FINAL PLAN](#)



PINELLAS PARK PUBLIC ART PLAN

PINELLAS PARK, FLORIDA

As the physical heart of Pinellas County, the City of Pinellas Park has grown into a uniquely open, accessible community. There were great opportunities to enhance the community's identity with residents and neighbors in the region. A key priority of the public art programming was to help create an ecosystem of artists, creatives, performers, and consumers. The public art program was needed to help expand the art ecosystem in the city by creating new opportunities for artists and visitors to experience art. Focusing on the future was a key perspective of the planning team. The plan was not created just for today but also creates an impactful, sustainable public art program for the future. This program was developed to outlast those involved in this process in order to create solid deliverables for years to come. The community engagement efforts that were undertaken as part of the planning process were key to developing not only the vision and priorities for public art, but also the ideas that will help ensure public art becomes a beacon for residents and visitors in Pinellas Park. Engagement efforts included a large-scale survey, as well as in-person engagement at a number of events.

The foundation of the Pinellas Park Public Art Plan rests on four pillars: community engagement, stakeholder feedback, best practices, and a forward focus. Step by step, the City of Pinellas Park will be able to formalize, initiate, and fund a public art program that will have a lasting impact on the city. The program is governed by transparent procedures that ensure it is efficient and effective. A variety of funding mechanisms to ensure program sustainability were also presented.

CLIENT

City of Pinellas Park

COMPLETED

2023

TEAM

Amanda Golden
Josh Lapp

SERVICES

Public Art Planning
Community Engagement

[CLICK HERE TO SEE THE FINAL PLAN](#)



MOUNT DORA PUBLIC ART PLAN

MOUNT DORA, FLORIDA

Mount Dora stands on its own as a unique historic and arts focused community in Central Florida. The City of Mount Dora has an interesting legacy and connection with Scottish culture. Tree-lined streets and quaint historic buildings conceal a deep love for the arts in the community that bursts into display during the special events that take place in the community, many of which are art focused. In Mount Dora public art will help the physical environment come alive with the spirit of the community. Discussions between the project team and community stakeholders formed the basis of the project team's understanding of the City and of efforts to revitalize Mount Dora. The project team conducted a tour of the community as well as follow up visits to collect information and ideas. We found that community members love the unique small town historic charm of Mount Dora and revealed a desire to continue to enhance performing arts. There are also fantastic opportunities to connect performing and public art. One recommendation was the creation of a public art trail that would connect many of these sites, some of which already feature public art.

The Mount Dora Public Art Plan lays the foundation for the future of public art in the City and prepares for expansion of the existing public art efforts to help ensure that the physical environment reflects the art focused culture of its residents and visitors. The Public Art Plan includes five unique design inspiration sections that can be used by artists to gain insight when creating pieces for Mount Dora.

CLIENT
City of Mount Dora

COMPLETED
2022

TEAM
Amanda Golden
Josh Lapp

SERVICES
Public Art Planning
Community Engagement

[CLICK HERE TO SEE THE FINAL PLAN](#)



ANAHEIM PUBLIC ART MASTER PLAN & IMPLEMENTATION

ANAHEIM, CALIFORNIA

While Anaheim is known worldwide for its high-profile tourist attractions, it is also home to unique neighborhoods with rich architecture, numerous beloved parks, and an impressive public art collection. Recognizing the value that public art adds to the city, in 2018, Anaheim City Council renewed its commitment to public art by establishing the Public Art Ordinance.

Despite the COVID-19 pandemic, this plan is a result of extensive public engagement. The consultant team, along with City leadership and staff, worked diligently to engage the public throughout an 18-month process (August 2020–December 2021) and provided ample opportunity for a broad cross-section of the community to participate in shaping the vision for public art in Anaheim. The team held over 40 virtual stakeholder engagement opportunities, including 18 individual interviews, 25 focus groups, and six identical community meetings in each of Anaheim's 6 Council Districts to listen and learn about the community's vision for public art. Participants included business owners, arts organizations, art educators, realtors, private developers, community groups, and engaged residents. Translation services were available on an as-needed basis. 2,149 people participated in a survey. In all, over 3,000 people were engaged. The Public Art Master Plan outlines how the City of Anaheim could fund, manage, and review public art projects in the future. The Anaheim Public Art Master Plan takes an overarching look at Anaheim's legacy of public art while setting a vision for the future and defining how public art will shape Anaheim for years to come.

CLIENT

City of Anaheim, California

COMPLETED

2020 + Ongoing Services

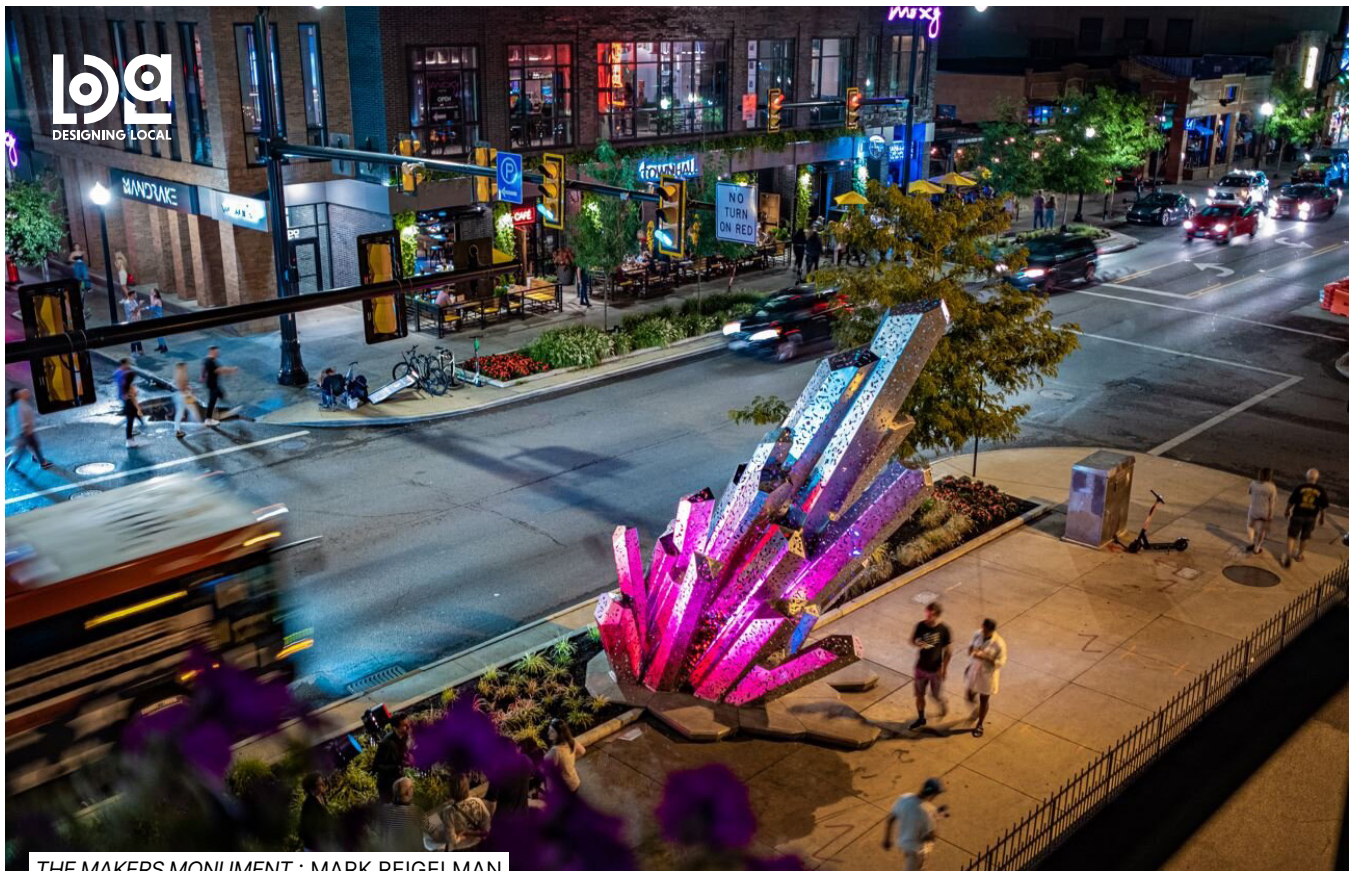
TEAM

Amanda Golden
Josh Lapp
Anna Talarico

SERVICES

Public Art Planning
Public Art Consulting
Public Art Implementation
Community Engagement

[CLICK HERE TO SEE THE FINAL PLAN](#)



THE MAKERS MONUMENT : MARK REIGELMAN

ART ON HIGH STRATEGIC PLAN & IMPLEMENTATION

COLUMBUS, OHIO

In 2010, the City of Columbus, Ohio dedicated \$25 million to the High Street Streetscape Project which will transform both the Short North Arts District and the southern University District portions of High Street, one of the busiest corridors in Columbus. The streetscape improvements will create a safer, more walkable and more inclusive neighborhood by burying overhead utilities, increasing sidewalk widths, standardizing streetscape elements, upgrading lighting, adding marked crosswalks, improving stormwater management, and adding new street trees. In addition 2% of the total project budget has been dedicated to an investment in public art within the streetscape project.

Through extensive public engagement and a thorough understanding of the existing and future built environment, Designing Local selected eight ideal locations within the two mile stretch of streetscape. Each location was vetted by Columbus Department of Public Service and the design team to ensure future investment in those selected locations would be suitable for public art. The team held three public meetings, monthly walkabouts, and conducted extensive stakeholder interviews. Accepted by the Columbus Arts Commission and project partners in January of 2018, the Art on High Strategic Plan provided direction and a community-wide vision for how public art can be integrated into the corridor and how this initial investment will be used to catalyze investment in public art within the corridor in the future. Designing Local was hired to complete Phase 2 of Art on High which included management of a \$420,000.00 call for artists. Mark Reigelman was selected and implementation of the artwork, *The Makers Monument*.

CLIENT

City of Columbus, Ohio

COMPLETED

2021

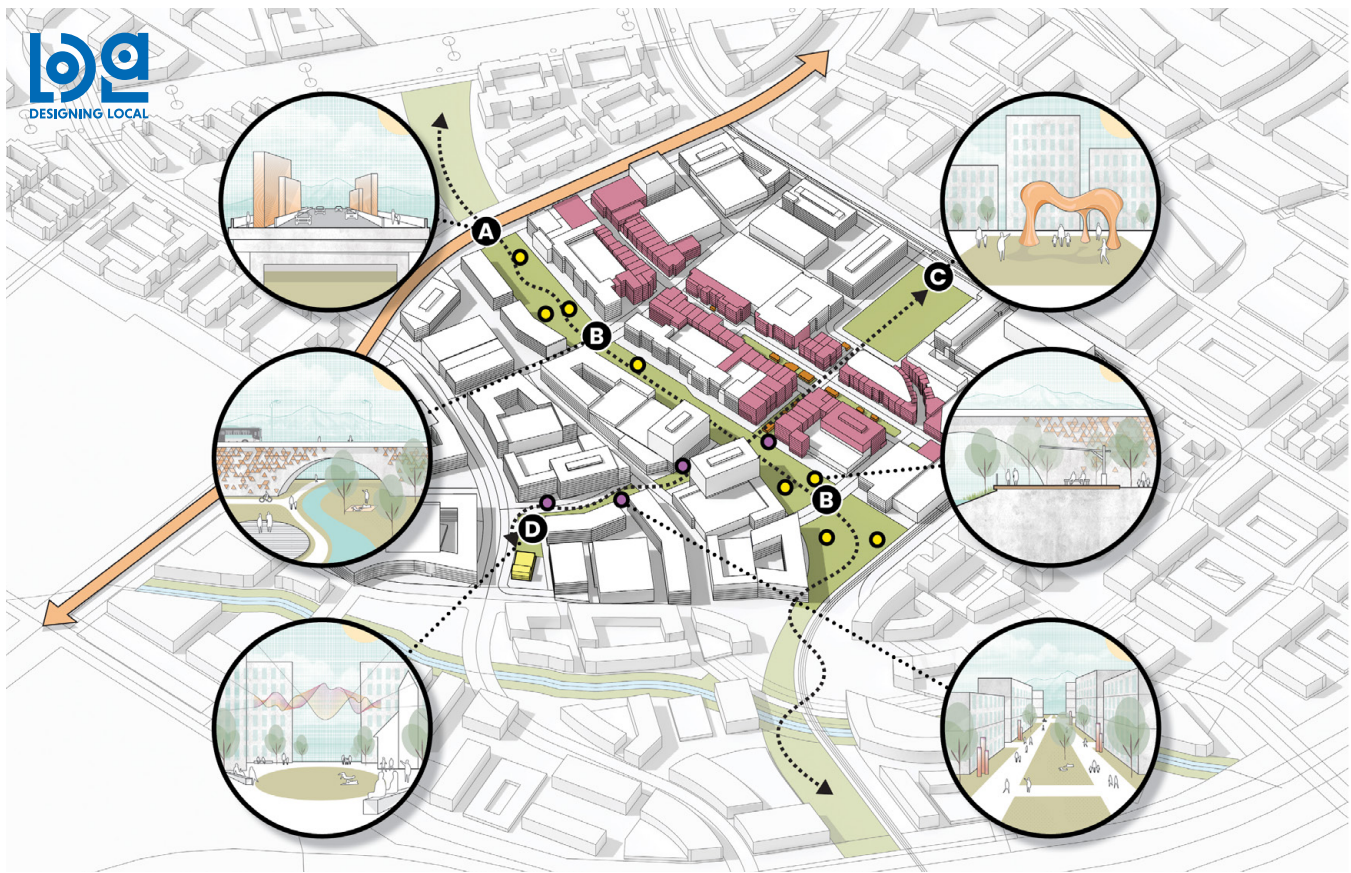
TEAM

Amanda Golden
Josh Lapp

SERVICES

Public Art Planning
Public Art Implementation
Community Engagement

[CLICK HERE TO SEE THE FINAL PLAN](#)



THE POINT PUBLIC ART PLAN

SALT LAKE CITY, UTAH

The Point is widely recognized as one of the most important quality-of-life opportunities in Utah history. It consists of 600 acres of state-owned land that is being built into Utah's Innovation Community. The new community will foster innovation and technological advancement, provide parks and open space, support economic opportunity and enhance Utahns' quality of life.

After an extensive nationwide search and competitive selection process, the Point of the Mountain State Land Authority selected Designing Local as the lead consultant to develop the Public Art Plan for The Point. Designing Local's professional team is leveraging their broad national experience, alongside locally owned Union Creative, to create a world-class public art program that reflects Utah values and history.

The Designing Local team integrated public feedback into a master public art plan that creates a vibrant community experience throughout the site. The plan includes policies and procedures for the curation, placement, and installation of public art at The Point guided by the feedback and requests of Utahns. The Public Art Plan will bring unique character to The Point, attract and inspire residents and visitors, and advance the goals outlined in the overall development plan for the community. The Public Art Plan is complete and is expected to be formally adopted in March 2025.

CLIENT
Mountain State Land
Authority

COMPLETED
2025

TEAM
Amanda Golden
Josh Lapp
Anna Talarico

SERVICES
Public Art Planning
Community Engagement

JOSHUA LAPP, AICP

PRINCIPAL & CO-FOUNDER | DESIGNING LOCAL

PROJECT ROLE: PRINCIPAL IN CHARGE

Josh is a Principal and Co-Founder of Designing Local. He has twelve years of professional experience in urban planning on a variety of project types. Driven by the desire to create actionable plans with easy wins for clients and the community, Josh's favorite projects are those that have a complex issue at the center. His broad knowledge of planning related issues have provided clients with well-rounded, highly researched recommendations to move cultural initiatives forward. At Designing Local, Josh oversees historic preservation tax credits, national register nominations, and historic preservation plans. He has worked on dozens of arts and culture planning initiatives across the country, developed broad public engagement opportunities for Public Art Master Plans and Cultural Plans, and has managed over 20 state and federal historic tax credits in Ohio amounting to over \$50 million in investment in historic buildings in Columbus alone.

RELEVANT EXPERIENCE

Port St. Lucie Public Art Implementation Services

Port St. Lucie, Florida | Principal in Charge

Port St. Lucie Public Art Master Plan

Port St. Lucie, Florida | Principal in Charge

Riviera Beach Public Art Master Plan

Riviera Beach, Florida | Principal in Charge

Ormond Beach Public Art Master Plan

Ormond Beach, Florida | Principal in Charge

Pinellas Park Public Art Master Plan

Pinellas Park, Florida | Project Manager

Mount Dora Public Art Master Plan

Mount Dora, Florida | Project Manager

Vacaville Arts & Culture Plan

Vacaville, California | Principal in Charge

Downtown Brockton Publicly Accessible Art Plan

Brockton, Massachusetts | Community Engagement

Corning Public Art Strategy

Corning, New York | Project Manager

Tempe Public Art Plan

Tempe, Arizona | Project Manager

Burleson Public Art Plan

Burleson, Texas | Principal in Charge

Watsonville Public Art Plan

Watsonville, California | Principal in Charge



LOCATION

Columbus, Ohio

EDUCATION

Bachelor of Science in City & Regional Planning, The Ohio State University

ACCREDITATIONS

Member, American Institute of Certified Planners

APPOINTMENTS

Commissioner, Near East Area Commission

Former Chair of Board, Transit Columbus Multi-Modal Advocacy Group

Former Commissioner, Create Columbus Commission

Former Commissioner, Italian Village Historic Review Commission

ROLE

Project Oversight
Communications
Quality Control



ANNA TALARICO

CURATOR & ARTS ADMINISTRATOR | DESIGNING LOCAL

PROJECT ROLE: PROJECT MANAGER

Anna brings to Designing Local a nimble skillset in public art implementation and project management; public art procurement; and contemporary art curation; and collection management best practices. As a well-rounded public art and museum professional, Anna has held roles as a museum and exhibitions project manager, independent art curator, and art history educator. Bridging multiple industries, her unique background has shaped her into an inclusive, visionary, and growth-minded leader, who is adept at working independently or collaboratively with stakeholders, internal and external partners, and community members. Her deep knowledge of the contemporary art world and experience with public art commissions has calibrated her ability to translate artists' vision into project deliverables. She thrives in roles in which she is responsible for client and third-party relationships; assessing risk; and general project operations.

RELEVANT EXPERIENCE

Port St. Lucie Public Art Implementation Services

Port St. Lucie, Florida | Public Art Consultant

Riviera Beach Public Art Master Plan

Riviera Beach, Florida | Public Art Coordinator

Ormond Beach Public Art Master Plan

Ormond Beach, Florida | Public Art Coordinator

Richmond International Airport Public Art Plan

Richmond, Virginia | Public Art Consultant

Pompano Beach Public Art Consultant

Pompano Beach, Georgia | Public Art Consultant

Anaheim Public Art Consultant

Anaheim, California | Public Art Consultant

Milpitas Public Art Plan

Milpitas, California | Project Manager

Vacaville Arts & Culture Plan

Vacaville, California | Public Art Coordinator

Acworth Public Art Plan

Acworth, Georgia | Project Manager

The Point Public Art Plan

Salt Lake City, Utah | Public Art Coordinator

Woodstock Public Art Plan

Woodstock, Georgia | Public Art Curator

Reimagining Columbus

Columbus, Ohio | Research & Content Curator



LOCATION

Columbus, Ohio

EDUCATION

Master of Arts in Contemporary Art and Curatorial Practice, The Ohio State University

Bachelor of Arts in History of Art, Magna Cum Laude, The Ohio State University

Bachelor of Arts in French, Magna Cum Laude, The Ohio State University

PRIOR EXPERIENCE

Cleveland Museum of Art

Exhibitions Project Manager

FRONT International: Cleveland Triennial for Contemporary Art

Exhibitions Assistant

ROLE

Project Management
Public Art Planning
Research & Analysis
Public Art Implementation
Public Art Procurement
Contemporary Art Curation
Collection Management Best Practices



AMANDA GOLDEN

MANAGING PRINCIPAL & CO-FOUNDER | DESIGNING LOCAL

PROJECT ROLE: PUBLIC ART PROGRAM STRATEGIST

Amanda is the Managing Principal and Co-Founder of Designing Local. She is an urban planner, arts administrator, curator, creative placemaker, historic preservationist, and has worked in the public art and cultural planning field since 2014. Driven by the belief that public art should reflect the community it's placed in, Amanda's favorite projects are those that have many voices working together to define what both the public artwork, cultural assets, and the program look like. At Designing Local, Amanda oversees the creation of public art master plans for a variety of cities across the US, develops cultural and arts master plans, and works with private developers to integrate public art within their developments. She has worked on over 30 public art master plans in 15 different states, has managed complex public art commissions, and has worked on multiple NEA Our Town Grant projects. Designing Local has also put forward many unique cultural funding mechanisms that have been adopted as policy.

RELEVANT EXPERIENCE

Clearwater Cultural Public Art Plan
Clearwater, Florida | Project Manager

Anaheim Public Art Master Plan & Implementation
Anaheim, California | Project Manager

Milpitas Public Art Plan
Milpitas, California | Principal in Charge

The Point Public Art Plan
Salt Lake City, Utah | Principal in Charge

Akron Cultural Plan
Akron, Ohio | Project Manager

Canton Public Art Master Plan
Canton, Georgia | Project Manager

Chamblee Arts Master Plan
Chamblee, Georgia | Project Manager

Downtown Douglasville Public Art Master Plan
Douglasville, Georgia | Project Manager

Hiawassee Public Art Strategy
Hiawassee, Georgia | Project Manager

Roswell Public Art Master Plan
Roswell, Georgia | Project Manager

Sandy Springs Public Art Strategic Plan
Sandy Springs, Georgia | Project Manager

Woodstock Public Art Plan
Woodstock, Georgia | Project Manager



LOCATION

Columbus, Ohio

EDUCATION

Master of City & Regional Planning, The Ohio State University

Bachelor of Science in City & Regional Planning, The Ohio State University

APPOINTMENTS

Central Ohio APA, Immediate Past Chair

State of Ohio APA, Former Board Member

Development Commissioner, City of Columbus, Ohio

ROLE

Public Art Consulting

Placemaking

Engagement Strategist



GABRIELLE SMITH

URBAN PLANNER | DESIGNING LOCAL

PROJECT ROLE: URBAN PLANNER

Gabrielle is a passionate urban planner dedicated to crafting vibrant communities that reflect the unique spirit of their residents and businesses. Believing that entertainment and creativity are essential to thriving neighborhoods, she designs spaces that enhance quality of life, economic prosperity, and overall well-being. With a Bachelor of Science in City and Regional Planning from The Ohio State University and minors in architecture, theater, and pop culture, Gabrielle brings a unique perspective to her work. Her ability to blend technical expertise with creative vision results in clear, compelling plans communicated through 3D models, GIS maps, and visually striking graphics.



RELEVANT EXPERIENCE

Riviera Beach Public Art Master Plan

Riviera Beach, Florida | Project Manager

Ormond Beach Public Art Master Plan

Ormond Beach, Florida | Project Manager

Acworth Public Art Plan

Acworth, Georgia | Urban Planner

Burleson Public Art Plan

Burleson, Texas | Urban Planner

Bainbridge Island Community Art Plan

Bainbridge Island, Washington | Urban Planner

Tempe Public Art Plan

Tempe, Arizona | Urban Planner

Temple Arts & Culture Plan

Temple, Texas | Urban Planner

Leander Arts & Culture Plan

Leander, Texas | Urban Planner

Loudoun County Comprehensive Arts Plan

Loudoun County, Virginia | Urban Planner

Louisville Arts & Culture Plan

Louisville, Kentucky | Urban Planner

LOCATION

Columbus, Ohio

EDUCATION

Bachelor of Science in City & Regional Planning, Minors in Architecture, Theatre and Pop Culture Studies, The Ohio State University

ROLE

Urban Planning & Design
Public Art Planning
GIS Mapping
Digital Design



O'CONNELL & GOLDBERG PUBLIC RELATIONS



OVERVIEW

We are an independent, full-service public relations firm established in 1993. Based in South Florida, with two team members in the Tampa Bay region, our services include strategic communications counsel, media relations, community outreach, public affairs, organic/paid social and digital media, influencer relations, special events and crisis communications.

We are a group of about 17 resourceful, insightful and creative professionals who simply love what we do. Our team of professional communicators have overlapping yet different talents. Some of us are former journalists, many are creative idea generators, while others are obsessed with social and digital media. At the heart of it, we're all good storytellers and content creators.

EXPERTISE

We believe Good People Make Good News. It's this credo that drives us. We thrive on working with companies and brands that hold high standards for who they are, what they represent and the messages they convey. Our most successful clients are those who do not consider us an outside vendor, but rather an extension of their marketing team.

APPROACH

Our philosophy is to provide personal service, counsel and, most importantly, proven results to clients representing a variety of industries, including real estate, retail, travel and tourism, healthcare, food & beverage, education, among others. We've intentionally aligned with an array of sectors since our inception. By serving as generalists, we've garnered experience across numerous industries, enabling us to step back and analyze how a company's moving parts must interact to impact its public-facing image.

FOUNDED
1993

LOCATION
Fort Lauderdale, Florida

EMPLOYEES
17

CERTIFICATIONS

SERVICES

- Brand Strategy
- Thought Leadership
- Media Relations
- Social/Digital
- Influence
- Community Outreach
- Writing
- Creative Concepts
- Strategic Partnerships
- Employee Engagement
- Special Events
- Reputation
- Management
- Media Training
- Graphic Design
- Crisis Management

BARBARA W. GOLDBERG

FOUNDER & CEO | O'CONNELL & GOLDBERG PUBLIC RELATIONS

PROJECT ROLE: PUBLIC OUTREACH ADVISOR

Barbara W. Goldberg oversees the strategic development of the agency and its diverse clientele, fully embracing the firm's mission that 'Good People Make Good News.' Throughout the past 32 years, Barbara has led memorable PR campaigns and effective strategies for an array of brands in a variety of industries, including major national real estate developers, higher education institutions, food & beverage brands, retailers, hospitals, and public and private companies. Her work also has included in-depth community relations programs designed to assist clients in strengthening their involvement in the communities they serve. Barbara currently serves on the board of Goodman Jewish Family Services of Broward and has served on the Board of Directors for Women in Distress of Broward County, Inc., and as a mentor for at-risk high school girls through the "Women of Tomorrow" Mentor & Scholarship Program. She received her degree from the University of Miami and is a member of the university's prestigious Iron Arrow. She recently served as an adjunct professor at the School of Communication teaching PR writing and strategy.

In 2016, Barbara was named one of "South Florida's Most Influential Business Women" by the South Florida Business Journal and was named "2020 Business Woman of the Year" by the Greater Hollywood Chamber of Commerce. She was named "2004 Woman of the Year" from the Association for Women in Communications (PR category) and was recognized as a PR "Heavy Hitter" from the South Florida Business Journal in 2005.



LOCATION

Fort Lauderdale, Florida

EDUCATION

University of Miami

ROLE

Digital & Social Media
Public Outreach
Public Relations
Communications

Representative Clients:



We've intentionally aligned with an array of sectors since our inception. By serving as generalists, we've garnered experience across numerous industries, enabling us to step back and analyze how a client's moving parts must interact to impact its public-facing image.



O&G PROJECT EXPERIENCE



Good People make Good News

We're proud to be an agency that embraces the good in people and the good in our clients – and we've been doing so since our inception in 1993. Almost three decades later, we continue to counsel brands across all industries while staying true to who we are and what we represent.

All our clients have positive news to share. Uncovering the news and making it resonate with media – and with key audiences – requires skill, creativity, and a sharp journalistic approach. Clients come to us because they want change to happen – enhanced perceptions, opinions, decisions, impressions, attitudes, and behaviors. They turn to us for counsel, ideas, content, and influence. But our clients also truly like us. They respect our work – and work ethic – and they appreciate our people, our counsel and our approach. We hope you will as well.



O&G has handled an array of projects across a broad spectrum of industries, using a variety of tactics to deliver a collaborative experience and, of course, the desired outcomes. At the core, we are counselors who provide strategy to positively impact relevant audiences, whether they be elected officials, business leaders, and/ or the community at large. Each situation is unique, but our focus generally consists of developing messaging and supporting collateral (digital marketing, surveys, direct mail, communication, etc.), preparing spokespeople, rallying public support through outreach campaigns, and much more.

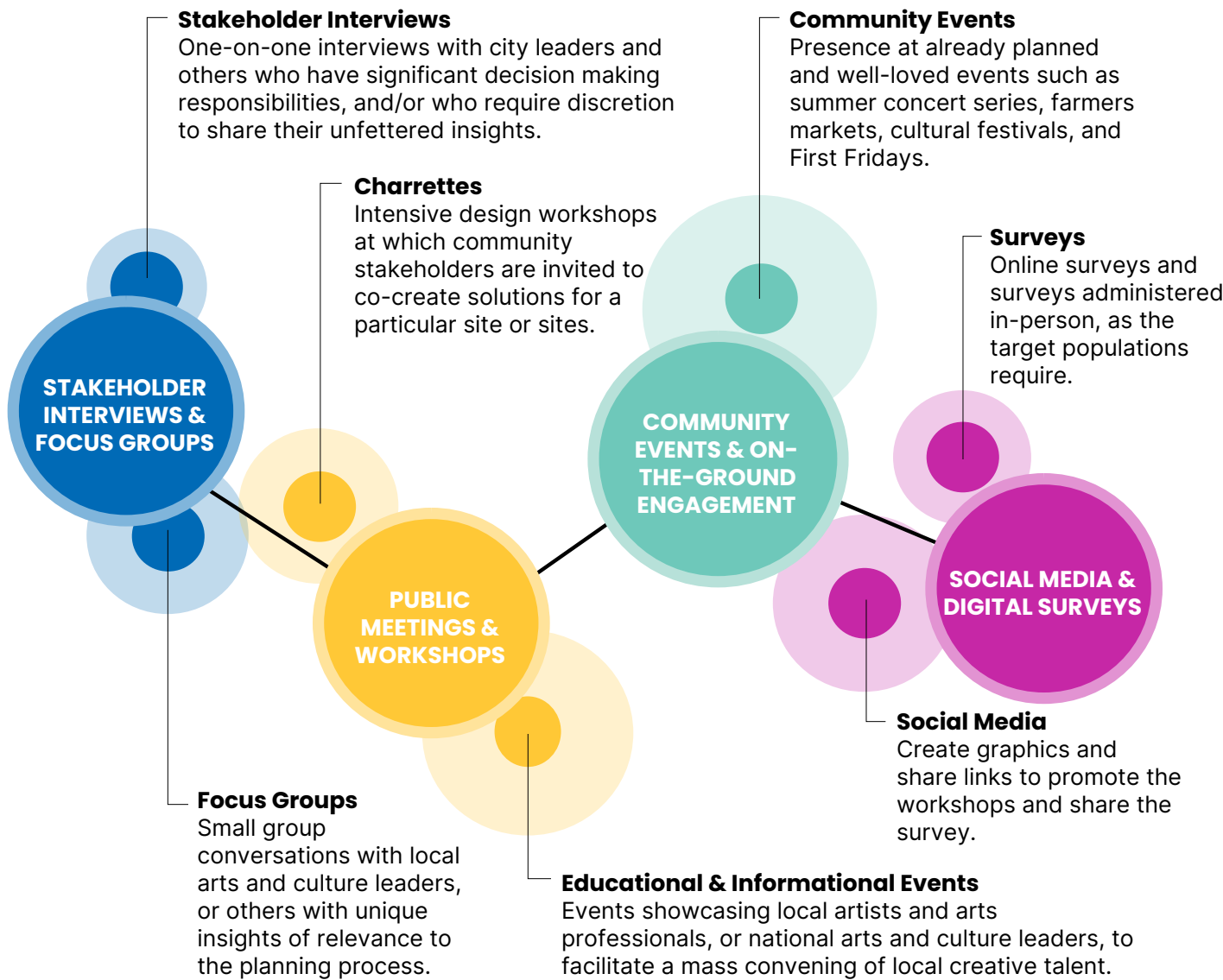
- We are working with developer **Foundry Commercial**, for its plans to build a large-scale Amazon warehouse adjacent to a suburban Broward neighborhood. Our counsel includes overseeing and arranging an array of virtual and in-person community meetings to inform residents of the projects in advance of public hearings. We develop comprehensive presentations, craft speaking points for lobbyists and company officials, address and answer potential questions, draft letters, notices and other communications vehicles, aligned with local business leaders, and provide overall strategy.
- **PSN Affiliates** retained O&G to help secure a green light for its proposed spine and orthopedic facility in the Ag Reserve. We launched a multi-layered strategic messaging blitz to educate the community and garner support. Our efforts were instrumental in securing a 7-0 vote in favor of the project.
- We helped **Bove Development** win commission approval to revise the Master Plan of the Ag Reserve to develop a three-story, 478-unit affordable housing complex, despite neighborhood opposition concerned about decreased property values and increased traffic.
- We worked with **The Spear Group** on a residential project in an unincorporated enclave near Coconut Creek. The project faced significant neighborhood opposition, and we mitigated the issues while engaging and inspiring support from local voices. The project was approved by Broward County Commission.
- We helped **GCF Development and PPG Development** win a highly competitive bid to redevelop Hollywood's 90-year-old Orangebrook Golf & Country Club, with plans to add a 175-room hotel and 750-room apartment. The project faced considerable opposition from various parties and required a proactive, aggressive community outreach campaign to achieve the 4-3 vote from the City of Hollywood Commission.

UNIQUE CAPABILITIES

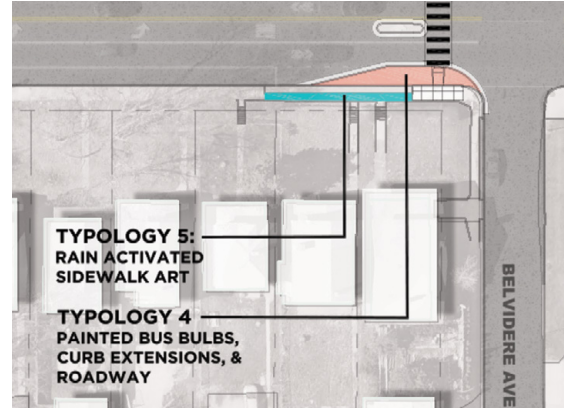
We develop tailored strategies to effectively reach and engage hard-to-reach populations to inform, guide, and communicate the Plan.

Designing Local understands that our team is not always representative of the communities we work in, and as such, we are clear that we don't know what we don't know about the expertise and lived experiences of the community members that we are engaging with. Our strength is in knowing the conversations we are qualified to lead (for example, those about historic preservation) and those we have a moral imperative to outsource to folks who are "credible storytellers" within the groups we seek to engage. We frequently hire and compensate local people to lead aspects of our projects that are outside our areas of expertise, and step aside to allow them to engage as they see fit. It is for this reason that we do not have a prescribed methodology to impose upon the communities in which we work — our project plans intentionally leave space for community collaboration and its (often-surprising) outcomes.

We have a wide variety of creative public engagement practices that are often customized for the places we work. For this project we would work with you to determine the appropriate number and type of community engagement events and activities. Below are some featured techniques that we may use and have found successful on urban design projects. In our project timeline and cost proposal we have provided a more detailed timing for public engagement for the Green Public Art Plan project.



UNIQUE CAPABILITIES, CONTINUED



SULLIVANT BRIGHT PUBLIC ART & PARKLET

COLUMBUS, OHIO

[CLICK HERE TO SEE THE FINAL PLAN](#)

This project represents an innovative approach to a major urban roadway improvement project. The project includes the use of temporary installations to demonstrate the value of permanent future infrastructure elements. Designing Local identified locations for street murals where permanent bulb-outs will be built for pedestrian safety and traffic control purposes. The creative community was mobilized to create the temporary installations. Elementary students also participated by painting the school's sidewalks with poetry and graphics. This was one of the most rewarding elements because it demonstrated that citizen participation and creative engagement can result in community pride and a positive outlook. A key part of the project was engaging the community, elected leadership, and the news media. The Mayor participated in the project by installing sidewalk art, attending the unveiling of the new permanent mural under the interstate, and providing remarks along with several of the artists.



BROCKTON DOWNTOWN PUBLICLY ACCESSIBLE ART POLICY & PLAN

BROCKTOWN, MASSACHUSETTS

Designing Local is currently finalizing the Downtown Publicly Accessible Art Policy & Plan for Brockton, Massachusetts, which will advance public art in New England's first Black-majority city (and one home to a large number foreign-born residents as well). We have approached this project as a way to help make Brockton's built environment better reflect its growing, changing population. This project included other unique and custom community engagement strategies, including an artist-led community ArtSpeak & Sip educational event and a fun temporary art trail, the Legends of Brockton, that celebrated and promoted the cultural history of Brockton.

CLIENT REFERENCES



MARYLOU STEPHENS

Arts, Culture, & Library Services Director
City of Peoria, Arizona
678.480.3801 | marylou.stephens@peoriaaz.gov
Project: Peoria Arts & Culture Plan
Time: 2021-2022

PATRICK HAMMER

Director of Parks & Recreation
Town of Erie, Colorado
303.926.2540 | phammer@erieco.gov
Project: Erie Public Art & Placemaking Plan
Time: 2022-2024

NICOLE MULLET

Executive Director, ArtsNow
330.203.1606 | nicole@artsnw.org
Project: Akron Cultural Plan
Time: 2019-2020

SHERESE FORTRIEDE, AICP

Planner & Public Art Manager
City of Fort Wayne, Indiana
260.427.5694
sherese.fortriede@cityoffortwayne.org
Project: Art For All | Fort Wayne Public Art Master Plan
Time: 2019

DON WILLIE

Director of Operations
The Point of the Mountain State Land Authority
dcwillie@utah.gov | 801.859.5094
Project: The Point Public Art Plan
Time: 2024-Present

ABOVE:

Lakeside Placemaking Visualization
Designing Local
Acworth Public Art Master Plan

"I wanted to express my sincere gratitude for your work on the Public Art Master Plan. Working with you both has been such a great experience. Thank you for taking the time to understand our community and for giving us a plan that reflects who we are. I hope that we will be able to continue working with you as we move forward!"

Thank you again for your thoughtfulness, hard work and commitment. We can't wait to see the plan come to life!"

JEFF CHASE

Director of Downtown Development,
Tourism & HPC
City of Acworth, Georgia
770.974.8813 | jchase@acworth-ga.gov
Project: Acworth Public Art Master Plan
Time: 2024 - 2025

NO CONFLICT OF INTEREST

Designing Local is not aware of any conflicts of interest that would prohibit our team from providing the services outlined in this RFP.

LITIGATION HISTORY

Designing Local has had no litigation within the past five (5) years.

OFFICE LOCATION

Designing Local will render services for this project from our office in Columbus, Ohio with our 15 professional and administrative staff. Our subconsultant, O&G Public Relations, will perform work for this project in their Fort Lauderdale, Florida office. They employ 15 professional and administrative staff at that location.

Although our offices are situated outside of Pompano Beach, it will not be necessary for us to establish a local office during the term of this contract. Our team has worked with over 60 communities across the country to successfully manage and deliver similar projects through our use of virtual collaboration tools, regular project coordination meetings, and identifying the most impactful timing for on-site visits.

Designing Local is actively working in Florida to create public art plans for Ormond Beach and Riviera Beach and plan for on-the-ground engagement with the communities they work in.



RIVIERA BEACH ART IN PUBLIC PLACES PLAN

RIVIERA BEACH, FLORIDA

Anna Talarico and Urban Planner Gabrielle Smith recently took a trip to Riviera Beach in Florida, to explore the city, pinpoint the best locations for art installations, and participate in a variety of community engagement sessions.

One of these included setting up a booth in collaboration with the Riviera Beach Police Department for a fun-filled Trunk or Treat event at the Marina Event Center Promenade!



ORMOND BEACH DOWNTOWN MASTER ARTS PLAN

ORMOND BEACH, FLORIDA

Anna Talarico and Urban Planner Gabrielle Smith were also in Ormond Beach Art's District to help establish their Downtown Master Arts Plan.

Our team participated in the first community engagement sessions at Ormond Beach's renowned Riverfest event.

A large flock of seabirds, possibly Sooty Terns, is captured in flight over a bright blue ocean. The birds have dark upperparts and white underparts with a distinctive red stripe on the forehead. They are scattered across the frame, with some in sharp focus and others blurred, conveying a sense of movement. The sky is a pale blue with soft, white clouds. The ocean surface is shimmering with sunlight, and white foam from a wave is visible at the bottom edge.

6.2.

PUBLIC ART STRATEGY

SCOPE OF WORK

The proposed scope for the City of Pompano Beach Public Art Master Plan is outlined on the following pages. The scope should be refined with input from the city. Please note that references to “Client Group” is the City of Pompano Beach-designated project manager, city Commission and city staff and/or community members, and the “Team” is the Designing Local team members.

TASK 1: MOBILIZATION

1.01: Discover Pompano Beach. The Team will meet with the Client Group for an intense orientation. This is anticipated to be a day long session and include a tour of the city, highlighting any existing art, cultural, and historic destinations throughout the city. A member of the Client Group will be expected to lead this tour. A meeting with the Client Group will also be scheduled to review the plan context, mission, goals, meeting schedule, public meeting schedule, and expected deliverables. The Team is expected to participate throughout the process in engaging, soliciting, and managing feedback that help achieve the project goals and outcomes.

1.02: Design a comprehensive project plan and detailed schedule of the overall timeline for the creation of the Public Art Plan. This will address the role and responsibility of the Client Group and Team members with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the Client Group and the Team project manager.

1.03: Design a project website. Create a project website that will allow the public to be engaged and informed throughout the planning process. The website will include information on planned events, images from public engagement events, and any other relevant information to the planning process.

Task 1 Deliverables

- Project work plan and overall timeline of the project;
- Stakeholder List with contact information;
- Project website/webpage.

TASK 2: DATA COLLECTION

2.01: Assessment of existing public art and cultural assets. Work with the Client Group to determine what current cultural destinations and attributes are revered and valued. Analyze and assess existing public art installations and cultural assets.. The Team will review and become familiar with the following:

- Current existing public art installations, current public art installations planned to be installed, and the previous 10-year Public Art Master Plan and Guidelines;
- Relevant previously prepared plans for the city, existing city policies, permits and ordinances, other city plans currently being developed, and strategic plans of existing Pompano Beach arts and cultural organizations;
- Geographic distribution of cultural attributes and assets;
- Pompano Beach history;
- All arts and culture work in Pompano Beach in the last 5 years;
- National assessment of conditions and trends in arts and culture planning, paying special attention to municipalities of similar size and character both locally and nationally as benchmark counties.

2.02: Determine existing attitudes and perceptions, opportunities and challenges to creating the Public Art Master Plan. Meet with the steering committee to listen and learn about the city. Stakeholder meetings may take place in one-on-one or focus group sessions and may include the local artists, members of city boards and commissions, and the Public Art Committee. During this series of meetings, the Team will determine an internal vision and will discuss the plan for fulfilling the vision. The steering committee list will be provided by the Client Group.

Task 2 Deliverables

- Assessment of the existing public art installations and cultural assets;
- Summary of the city’s arts and cultural assets and opportunities.

SCOPE OF WORK, CONTINUED

TASK 3: COMMUNITY ENGAGEMENT & OUTREACH

3.01: Determine optimal method and process for community engagement opportunities. Work with the Client Group to design and facilitate a series of public workshops. These events will be highly interactive and inclusive and yield essential insight to craft a narrative about Pompano Beach and the values of the community. Two (2) public workshops will be facilitated to solicit the community's big ideas for the future.

- **Create.** Work with the Client Group to design the specific details for the public workshop, including specific engagement activities, necessary background research, and essential products. In addition to the engagement workshops, the team will develop a survey for the community to participate in. The survey will be distributed online through social media channels, the city's website, and will be available in hard copy in city offices.
- **Market.** Assist with promoting the workshops, including developing the design of all marketing materials. The Team will utilize the arts community, neighborhood organizations, and the city to promote the workshops within their networks.
- **Facilitate.** Conduct meaningful outreach to gather input from diverse community groups, including residents, local businesses, visitors, artists and cultural organizations.
- **Report.** Prepare a detailed report that interprets the data and identifies key values, priorities, vision and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens to the steering committee and city commission.

Task 3 Deliverables

- Public workshop series and materials, including surveys;
- Public engagement results.

TASK 4: PUBLIC ART STRATEGY DEVELOPMENT

4.01: Public art vision and goals development. Based on the public workshops and steering committee meetings, the Team will extract the story Pompano Beach wants to tell to the outside world through its Public Art Master Plan. The Public Art Master Plan will contain goals and action steps that are achievable within the next 5 years. Each recommendation will be examined for connection to other planning projects throughout the city. It is understood that the objectives of the plan may be subject to change during the planning process. Topics addressed in this section of the plan would include, but not be limited to:

- Vision, goals, and guiding principles;
- Major themes;
- Project types (i.e., Mural programs, installations with adopted city-wide specified themes, temporary collections, civic infrastructure, entrance features, monuments, etc.);
- General style of desired art (i.e., Contemporary, works by renowned arts, interactive art, community art, etc.);
- Key locations, neighborhoods, corridors, iconic buildings, and intersections for public art;
- Art on private property;
- Create private mural guidelines;
- Public art density bonus, which is currently part of the city's program.

4.02: Develop a strategy to gain community consensus for the Public Art Master Plan. Determine the tools and information needed to create the basis for community-wide consensus building.

Task 4 Deliverables

- Draft Public Art Master Plan elements with overall look and design of the final plan document;
- Community outreach strategy and execution for plan adoption.

PUBLIC ART STRATEGY SCOPE OF WORK, CONTINUED

TASK 5: DRAFT PUBLIC ART MASTER PLAN

5.01: Present outline and graphic elements of the Public Art Master Plan. Present the structure and components of the Public Art Plan, including design concepts and format to the Client Group. A list of proposed education and PR materials for public consumption will be included.

5.02: Present draft Public Art Master Plan to the community stakeholders and city staff. Provide community stakeholders and the general public with recommendations and solicit final comments to gauge the level of support and feedback for any plan changes. The Team will also educate the Client Group, Public Art Committee, city staff, local arts and cultural organizations, and project stakeholders about the process of implementing recommendations in the respective departments.

Task 5 Deliverables

- Draft Public Art Master Plan elements with overall look and design of the final plan document;
- Presentation of draft Public Art Master Plan.

6.3.

5 YEAR IMPLEMENTATION PLAN



SCOPE OF WORK

TASK 6: 5 YEAR IMPLEMENTATION PLAN

6.01: Develop needs-based strategies that qualitatively support artists, nonprofit arts organizations, art businesses, and art services. Collect, review, and analyze all data and information collected from community engagement activities. After synthesizing research findings and outcomes of public engagement efforts, propose to the Steering Committee priority topics to be explored in greater depth by subcommittees, if needed. Topics addressed in this section of the plan would include, but not be limited to:

- Revenue Projections and Expenditures;
- Project Type, Description, Goals, Budget, Timing, and other implementation considerations (guidelines on artist selection, permitting, ownership issues, maintenance, signage, lighting, etc.);
- Vision plans for neighborhoods, corridors, and intersections;
- Unfunded priority list.

Task 6 Deliverables

- 5 Year Implementation Plan summary.

TASK 7: FINAL PUBLIC ART MASTER PLAN

7.01: Creation of the final Public Art Master Plan. Finalize the plan based on feedback from the community stakeholders, staff, and elected officials.

7.02: Outreach Materials. Develop education and PR materials that will communicate the process and outcomes of the Plan for consumption.

7.03: Presentation to the City Commission and residents. Present the final draft of the plan at a City Commission work session or meeting.

Task 7 Deliverables

- Presentation of initial recommendations to community stakeholders and the Client Group;
- Draft and final plan including presentation slides;
- Outreach materials.

ASSUMPTIONS

Please note that references to “Staff” mean the City-designated project manager and personnel and the “Team” means Designing Local team members.

ASSUMPTIONS OF STAFF

- This approach will be converted to a detailed scope of work finalized in collaboration with the Staff that will address coordination among City of Pompano Beach staff.
- Staff will assist in obtaining any documents and data.
- Staff will act as a liaison with the appropriate legislative bodies.
- Staff will coordinate document review and supply edits or approvals in a timely manner.
- Staff will assist with securing locations for meetings, events, and workshops.
- Staff will assist in marketing public workshops to the public through community channels and other local opportunities.

ASSUMPTIONS OF TEAM

- The Team will be prepared to have work sessions and project updates at minimum, bi-weekly with Staff.
- The Team will attend all meetings as needed and required and will prepare meeting summaries for Staff, including a monthly progress report as requested.
- The Team will prepare presentation materials in suitable formats for all public meetings.
- The Team will take the lead on facilitating all public meetings.
- The Team will respond in a timely manner to any and all questions from the public and Staff.
- The Team will serve as a liaison between the City, Departments, and community stakeholders.
- The Team will brief City leadership on plan recommendations, as requested.
- The Team will provide all tools for data collection including but not limited to questionnaires, surveys, etc.

PROPOSED PROJECT SCHEDULE

Designing Local anticipates that this project will require approximately twelve (12) months to complete. This will include bi-weekly Client Group meetings. The schedule shown below is preliminary and we anticipate refinement of the schedule with input from the Client Group.

TASKS

TASK 1:
MOBILIZATION

TASK 2:
DATA COLLECTION

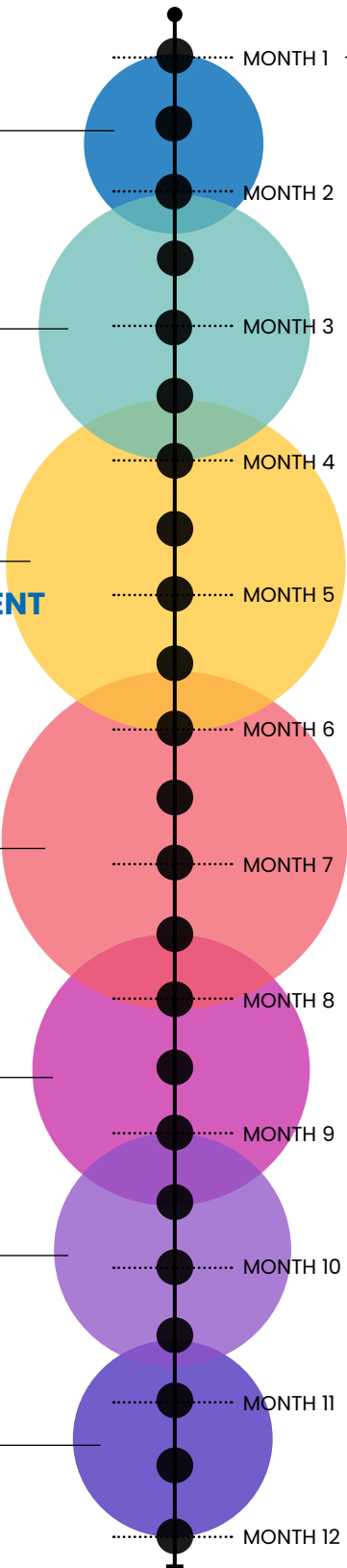
TASK 3:
**COMMUNITY ENGAGEMENT
& OUTREACH**

TASK 4: PUBLIC
**ART STRATEGY
DEVELOPMENT**

TASK 5: DRAFT PUBLIC
ART MASTER PLAN

TASK 6: 5 YEAR
IMPLEMENTATION PLAN

TASK 7: FINAL PUBLIC
ART MASTER PLAN



MEETINGS

KICK-OFF MEETING

**STAKEHOLDER
ENGAGEMENT**

PUBLIC WORKSHOPS

Exact timing would depend upon structure of community meetings. The actual number will be determined with the Client group but a number of these will be in-person.

COORDINATION MEETINGS

Virtual bi-weekly calls for the duration of project.

**DRAFT PUBLIC ART
MASTER PLAN PRESENTED**

**FINAL PUBLIC ART MASTER
PLAN PRESENTED**

An aerial photograph of a coastal city. In the foreground, a long wooden pier extends into the ocean, featuring several blue windbreakers. The beach is sandy and stretches along the coastline. In the background, numerous high-rise apartment buildings are visible, along with other urban structures and palm trees. A large, white, semi-transparent number '6.4' is overlaid on the upper portion of the image.

6.4

PROJECT FEE

PROPOSED BUDGET

The following task and fee worksheet is based on the preceding project scope of work. The Team anticipates refinement of the scope of work, and subsequently, the task and fee worksheet. This fee includes travel and expenses for three (3) on-site visits. Billing will be performed on monthly intervals and will include incurred expenses to that point of the project.

BASE SCOPE OF WORK		
TASK 1	MOBILIZATION	\$5,000
1.01	Discover Pompano Beach	\$3,000
1.02	Design a Detailed Project Work Plan & Schedule	\$1,000
1.03	Design a project website	\$1,000
TASK 2	DATA COLLECTION	\$15,000
2.01	Assessment of existing public art and cultural assets	\$14,000
2.02	Determine existing attitudes and perceptions	\$1,000
TASK 3	COMMUNITY DIALOGUE & ENGAGEMENT	\$25,000
3.01	Determine optimal method and process for community engagement	\$25,000
TASK 4	PUBLIC ART STRATEGY DEVELOPMENT	\$5,000
4.01	Public art vision and goals development	\$3,000
4.02	Develop a strategy to gain community consensus	\$2,000
TASK 5	DRAFT PUBLIC ART MASTER PLAN	\$15,000
5.01	Present outline and graphic elements	\$10,000
5.02	Present draft Public Art Master Plan	\$5,000
TASK 6	5 YEAR IMPLEMENTATION PLAN	\$5,000
6.01	Develop needs-based strategies	\$5,000
TASK 7	FINAL PUBLIC ART MASTER PLAN	\$10,000
7.01	Creation of the final Public Art Master Plan	\$3,000
7.02	Outreach materials	\$2,000
7.03	Presentation to City Council	\$5,000
BASE OF SCOPE OF WORK TOTAL (NOT TO EXCEED)		\$80,000

6.5.

LOCAL BUSINESS PROGRAM



LOCAL BUSINESS PARTICIPATION FORM (EXHIBIT A)

EXHIBIT A
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

**REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM
ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE
COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN
THE EBID SYSTEM.**

RFQ Number & Title: RFP25-002 - Public Art Master Plan

Prime Contractor's Name: Designing Local, LTD

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Percentage</u>
O'Connell & Goldberg Public Relations	Barbara W. Goldberg 954.964.9098, ext.1106	Social Media & Community Outreach Campaign	15%

LETTER OF INTENT FORM (EXHIBIT B)

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number 25-002

TO: Designing Local, LTD
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

☐ an individual☒ a corporation☐ a partnership☐ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Social media and community outreach campaign.

2/19/2025
(Date)

O'Connell & Goldberg
(Name of Local Business Contractor)

501 E. Las Olas Blvd.
(address)

Fort Lauderdale, FL 33301
(address City, State Zip Code)

BY: Brian W. Anderson
(Name)

LOCAL BUSINESS UNAVAILABILITY FORM (EXHIBIT C)

N/A - Designing Local will meet the local business requirement for this project.

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

GOOD FAITH EFFORT FORM (EXHIBIT D)

N/A - Designing Local will meet the local business requirement for this project.

EXHIBIT "D"

SMALL BUSINESS ENTERPRISE

GOOD FAITH EFFORT REPORT

RFP #_____

1.

What portions of the contract have you identified as SBE opportunities?

2.

Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3.

Did you send written notices to SBEs?

_____ Yes

_____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4.

Did you advertise in local publications?

_____ Yes

_____ No

If yes, please attach copies of the ads, including name and dates of publication.

5.

Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6.

What type of efforts did you make to assist SBEs in contracting with you?

7.

List the SBEs you will utilize and subcontract amount/percentage.

A photograph of a wooden pier with white pillars, receding into the distance under a clear blue sky. A small white cart with black wheels is visible on the right side of the pier.

6.6.

**OTHER REQUIRED
DOCUMENTATION**



CERTIFICATE OF LIABILITY INSURANCE

DESIG-1

OP ID: KJ

DATE (MM/DD/YYYY)

09/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Ohio 7100 N High St Ste 300 Worthington, OH 43085-2333 Dan R Guarasci		614-848-3000 CONTACT NAME: Kelly Johnston PHONE (A/C, No, Ext): 614-848-3000 FAX (A/C, No): 614-848-7698 E-MAIL ADDRESS: Kelly@iaofohio.com	
INSURED Designing Local, LTD 20 East Broad St, Suite 1010 Columbus, OH 43215		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity Co INSURER B: Cincinnati Spec Underwrters Ins INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23280 13037	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP 0279663	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0279663	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			ENP 0279663	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional			CSU0237780	08/31/2024	08/31/2025	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPLEC This is a sample certificate. To receive a certificate in your name, please give Insurance Agencies of Ohio a call	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Designing Local Ltd.		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. 20 E. Broad St.	Requester's name and address (optional)	
	6 City, state, and ZIP code Columbus, OH 43215		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
4	6		-	5	1	7	2	7	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 
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Date July 15, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT – B

EXHIBIT B

INSURANCE REQUIREMENTS IN THIS EXHIBIT AMENDS AND REPLACES THE INSURANCE REQUIREMENTS OF RFP25-002, PUBLIC ART MASTER PLAN

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

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

X__ comprehensive form	bodily injury and property damage
X__ premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
X__ products/completed operations hazard	bodily injury and property damage combined
X__ contractual insurance	bodily injury and property damage combined
X__ broad form property damage	bodily injury and property damage combined
X__ independent contractors	personal injury
X__ personal injury	
X__ CG2010	ongoing operations (or its' equivalent)
X__ CG 2037	completed operations (or its' equivalent)
___ sexual abuse/molestation	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	<input checked="" type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000
XX owned	(Florida's Minimum Coverage)
XX hired	
XX non-owned	

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

_ umbrella (Drop Down). bodily injury and \$1,000,000 \$1,000,000
property damage combined

ENVIRONMENTAL/POLLUTION LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

X_ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$3,000,000 \$3,000,000

___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)

___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME 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, 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.

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.



DESIG-1

OP ID: KJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Ohio 7100 N High St Ste 300 Worthington, OH 43085-2333 Dan R Guarasci		614-848-3000		CONTACT NAME: Kelly Johnston PHONE (A/C, No, Ext): 614-848-3000 FAX (A/C, No): 614-848-7698 E-MAIL ADDRESS: Kelly@iaofohio.com	
INSURED Designing Local, LTD 20 East Broad St, Suite 1010 Columbus, OH 43215				INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity Co INSURER B: Cincinnati Spec Underwrters Ins INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 23280 13037	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ENP 0279663	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0279663	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			ENP 0279663	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional			CSU0237780	08/31/2024	08/31/2025	Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured, on a primary basis, for general liability per form GA472 and per written contract. Waiver of Subrogation applies, 30 day notice of cancellation by carrier applies.

CERTIFICATE HOLDER

CANCELLATION

POMPA-1 City of Pompano Beach 100 West Atlantic Blvd Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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