

## **Exhibit 1**

### **Scope of Services**

#### **A. Introduction**

A Call to Artists for a work-for-hire mosaic mural design, fabrication and installation project with a *Patterns of Pompano* theme to serve as the gateway into the Innovation District was posted March 31, 2022, with a deadline of May 6, 2022. Seven (7) artists submitted applications which were reviewed at the Public Art Committee (“PAC”) meeting held on June 6, 2022, wherein Sonata Kazimieraitiene was recommended as the selected artist.

The City of Pompano Beach is commissioning Sonata Kazimieraitiene (“ARTIST”) to design, fabricate and install mosaic murals (the “Artwork”) on the front and back of the 26 overpass columns under Interstate 95 over Dr. Martin L. King, Jr. Blvd (the “Site”) over a two (2) year term as part of the Mosaic Team Term 3 Apprentice Program (the “Project”).

ARTIST will submit her initial design sketch for the Project to the City’s Contract Administrator within 30 days after the City Commission approves the Agreement for Commissioned Artwork between the parties (the “Agreement”). ARTIST understands she is responsible to submit up to three (3) design sketches for the Project and that the Design Proposal is subject to approval by the PAC, City Commission, and Florida Department of Transportation (FDOT), in that order. The total budget for the Project is \$125,000.00 and the City retains copyright and ownership of the design sketch(es) and/or Design Proposal.

#### **B. Objective**

For at least five (5) hours a week, the ARTIST will teach the mosaic craft and tile/ceramic making to five (5) approved Apprentices by working alongside them as they participate in the fabrication and installation of the Design Proposal. to teach them the mosaic craft. ARTIST will design, fabricate and install a design proposed and approved Artwork by the Public Art Committee and City Commission at a later date (“the “ARTWORK”). Apprentices will work directly with the ARTIST. ARTIST and Apprentices will fabricate and install the approved Artwork at the Site.

#### **C. Proposal**

The Design Proposal for Term 3 shall set forth in detail the artistic expression, scope, design, color, size, material, texture and location of the Artwork and is subject to final approval by the PAC, City Commission and FDOT. The Design Proposal shall also include a statement that ARTIST has inspected the Site and determined that it is suitable for the ARTWOOK. The Design Proposal shall also include a schedule for completion of the Artwork.

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**D. Summary Schedule**

The Term of the Agreement is two (2) years with the City's option to extend it for up to one (1) year provided both parties agree in writing to said extension. A draft schedule for the Term is summarized below.

- Within 30 days from the effective date of the Agreement ARTIST shall provide the CITY's Contract Administrator her initial design sketch for review and recommendation by the PAC at their next scheduled monthly meeting
- Within 30 days from the PAC's review/determination of the initial design sketch, unless PAC approves it as the Design Proposal, ARTIST shall provide the CITY's Contract Administrator a revised or new second design sketch for review and recommendation by the PAC at their next scheduled monthly meeting.
- Within 30 days from the PAC's review/determination of the second design sketch, unless it is approved the PAC as the Design Proposal, ARTIST shall provide the CITY's Contract Administrator a revised or new third design sketch for review and recommendation by the PAC at their next scheduled monthly meeting.
- Within 30 days of the PAC's approval of a Design Proposal, the City's Contract Administrator shall schedule the Design Proposal for formal approval by the City Commission
- Within 30 days of the City Commission's approval of the Design Proposal, the City's Contract Administrator shall submit the Community Aesthetic Feature Agreement ("CAFA") attached as Exhibit 5 to FDOT for formal approval
- Within 30 days of FDOT's approval of the CAFA, ARTIST shall commence fabrication of the Artwork and thereafter install it at the Site, achieve Final Acceptance and complete all Work due under the Agreement within the time remaining under the two (2) year Term unless both parties agree in writing to extend it for another year.

**E. Compensation**

ARTIST agrees to design, fabricate, and install the Artwork at the Site and CITY agrees to pay ARTIST a maximum not-to-exceed total amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) payable in seven (7) installments as set forth below except that the City's Contract Administrator shall not allow any work to begin for payments #3 through # 7 until after the City Commission and FDOT have issued their formal approval of the Design Proposal.

- Invoice #1 for \$5,000.00 payable within fifteen (15) business days after the Agreement is fully executed by both parties;
- Invoice #2 for \$5,000.00 payable within fifteen (15) business days of the PAC's recommendation of a selected design sketch to serve as the Design Proposal for the Project;
- Invoice #3 for \$22,760.00 payable within fifteen (15) business days after the Design

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Proposal has been approved by the City Commission and FDOT;

- Invoice #4 for \$22,760.00 payable when fabrication of Artwork is 50% complete;
- Invoice #5 for \$22,760.00 payable when fabrication of Artwork is 75% complete;
- Invoice #6 for \$22,760.00 payable when fabrication and Site prep is 100% complete;
- Invoice #7 for \$23,960.00 payable within fifteen (15) business days after City's Final Acceptance of Artwork installation at the Site, receipt of a proper invoice for the Work, and satisfactory completion of the Catalogue Form attached as Exhibit 6.

ARTIST shall promptly pay each Apprentice \$600.00 upon receipt of each payment for Invoices #3-#7 so that by completion of the Project each of the Apprentices shall receive a total of \$3,000.00 for a total of \$15,000.00 for all five (5) Apprentices.

**F. Inspections by the City**

The CITY's Contract Administrator shall inspect the fabrication and installation of the Artwork at the seven (7) Completion Phases described below to ensure compliance with the Design Proposal approved by the PAC, City Commission and FDOT.

- 1st Inspection – Artwork fabrication is 10% complete
- 2nd Inspection – Artwork fabrication is 25% complete
- 3rd Inspection – Artwork fabrication is 50% complete
- 4th Inspection – Artwork fabrication 75% complete
- 5th Inspection – Artwork fabrication 100% complete
- 6th Inspection – Artwork installation is 50% complete
- 7th Inspection – Artwork installation is 100% complete

ARTIST shall notify the City's Contract Administrator in writing when each of the Completion Phases has been reached. ARTIST understands and agrees that the CITY's Contract Administrator has sole discretion to determine whether ARTIST has reached the requisite Completion Phase.

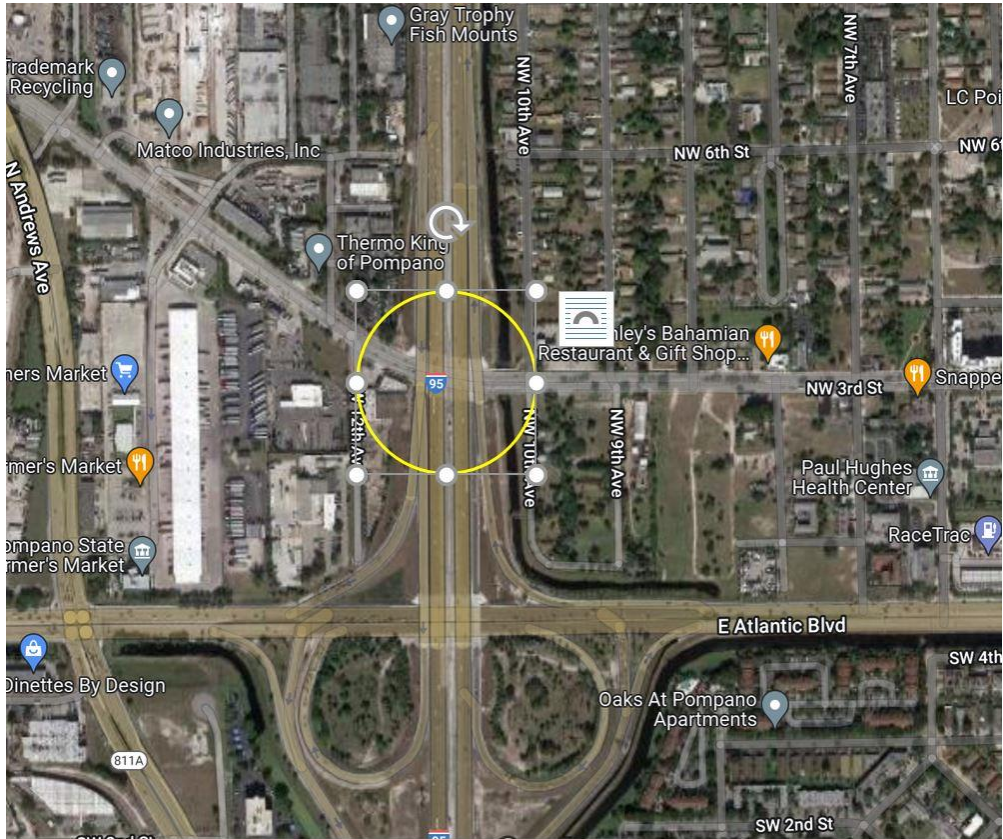
**G. Studio Space**

The City will provide the ARTIST with studio space and use of a kiln at Bailey Contemporary Arts, 41 NE 1st St, Pompano Beach, FL 33060. The ARTIST must obey all rules stated under the Bailey Contemporary Arts Artist in Residence Program.

**H. PROJECT SITE**

The Artwork is to be installed on the front and back of the overpass columns under Interstate 95 (I-95) over Dr. Martin L. King, Jr. Boulevard as depicted below.

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