



Request for Proposals for Artwork: Bright Road Roundabout Permanent Display

Deadline: Wednesday, Sept. 25 at 12:00 midnight, CST

Bentonville is in one of the fastest growing regions in the country with a population just over 50,000. It is part of the Northwest Arkansas region with a metropolitan statistical area population over a half a million. Bentonville is just 30 miles north of the University of Arkansas in Fayetteville, Arkansas. As the hometown of Wal-mart, the daytime population swells to nearly 70,000. The recent announcement of a new Wal-mart home office campus ensures the continued growth of the region.

Bentonville's Public Art Advisory Committee (PAAC) seeks to build on the emerging art and cultural experiences in Northwest Arkansas. Crystal Bridges Museum of American Art opened in Bentonville in 2011 and has since welcomed over four million visitors. Downtown Bentonville has a vibrant culinary arts scene with several James Beard Foundation recognized chefs and the Brightwater Center for the Study of Food located in the 8th Street Market. The Momentary, a satellite of Crystal Bridges, is a new contemporary arts venue expected to open southeast of downtown in early 2020.

The PAAC is seeking to expand the variety of artwork on display in the public realm with artwork that reflects on the community's history while sharing the community's growingly diverse population. The committee is seeking national and international artists that can produce artwork unique from those currently on display. Please visit website for a map of photos of current art pieces (<http://www.bentonvillear.com/464/Public-Art-Advisory-Committee>).

Project Name **Bright Road Roundabout**

Description The PAAC is requesting proposals for artwork to be installed inside an 88' diameter roundabout. The ideal art piece will enhance the intersection, represent Bentonville's emerging artistic culture, and reflect the education and opportunities offered at the nearby schools. The preferred artwork is easily visible to nearby vehicle travelers and reflective of the nearby schools and residential neighborhoods. The artwork must be appropriate for all ages and engage with the growing, diverse population in Bentonville.

Display Site **Bright Road Roundabout**
Intersection of Bright Road and SW Gator Boulevard



The Bright Road roundabout is located in southwestern Bentonville. The site is an 88'-diameter roundabout in a predominantly residential area that carries traffic for three schools: an elementary, a middle school and a junior high school. The roundabout is located in a new area of Bentonville experiencing rapid change and growth. The area is relatively flat with little tree cover. Grass currently fills the roundabout and the city may install landscaping to complement the selected artwork.

Installation & Maintenance The City will coordinate with the artist for timing and any assistance needed by the city and is requesting installation be complete by February 29, 2020.

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- Budget** The Public Art Advisory Committee and Visit Bentonville will fund a maximum of \$15,000.00. Artists are required to submit a detailed budget. Proposals requesting less than the maximum are encouraged. Budget should include cost of transportation, installation and purchase price.
- 50% upon a signed agreement and receipt of invoice
 - 50% upon complete installation and receipt of invoice
- Selection and funding are contingent upon a signed Letter of Agreement between the artist and the City of Bentonville.
 - Travel, lodging and meal expenses associated with this project are not reimbursable.
 - No funds are designated for project development.
- Eligibility** Any artist is welcome to apply and collaborative proposals are allowed.
- Submission** All proposals must be submitted using the online application form at <http://www.bentonvillear.com/FormCenter/Planning-8/Public-Art-Proposal-70>. Required attachments may be uploaded in a Word or PDF format. Proposals that do not complete the online submission form and/or do not upload the required documentation will not be accepted.
- Deadline** **Wednesday, Sept. 25, 2019 at 12 midnight, CST**
- Contact** Shelli Kerr, AICP
Comprehensive Planning Manager
City of Bentonville, AR
305 SW A St., Bentonville, AR 72712
479-271-3122
skerr@bentonvillear.com

Artwork Guidelines Artwork also must be suited to continuous outdoor display and able to be maintained by the City.

Artwork cannot contain logos, tag lines or be in any way thematically linked to a commercial business, establishment, product or service.

Review Criteria

- **Artistic Quality and Merit:** Due consideration will be given to the strength of the artist's concept, vision, innovation, execution and craftsmanship.
- **Context:** Consideration should be given to the architectural, historical, geographical and socio-culture of the City. The PAAC may also take into consideration the theme and context of the display in terms of scale, form, content and materials.
- **Mission Statement & Core Principles.** Works of art for public display shall meet the mission statement and core principles of the PAAC.
Mission Statement: "Enriching and engaging our community through public art."
Core Principles:
 - Enhance the community's visual environment
 - Promote awareness of the city's social, cultural, & historical composition
 - Encourage a spirit of collaboration
 - Expand public knowledge of the visual arts
- **Prohibitions:** The PAAC shall reject for display works of art that are obscene (as defined by A.C.A. § 5-68-302 *et seq.*) or violate other state or Federal laws.
- **Conformance with Public Art Policies.** Proposed artwork must comply with the public art policies adopted by ordinance (provided in Attachment A).

Public Art Policy *(Ordinance No. 2013-40, 06-14-13)*

1. **Approval.** All requests to display artwork on city maintained property shall be approved by the Bentonville City Council, the Public Art Advisory Committee and if required, the Parks & Recreation Advisory Board and / or other City Boards and Commissions.
2. **Insurance.**
 - a. **Temporary Works of Art.** The City is self-insured and does not insure temporary display of artwork on city maintained property. The artist who loans temporary works or art for display on city maintained property shall bear the risk of loss from damage, destruction, or theft of the artwork while it is in the care of the City of Bentonville. The artist shall agree in writing to assume sole liability or responsibility for loss, damage, or theft of the artwork.
 - b. **Permanent Works of Art.** Insurance details relating to permanent works of shall be outlined in the contract agreement.
3. **Assumption of Risk and Public Safety.** Display of artwork shall not create an unnecessary safety hazard to the public or city employees and shall be displayed in a manner that does not unreasonably impeded traffic or interfere with public safety.
4. **Types of Display.** Art displays hosted or coordinated by the City may include competitions sponsored by the City, art displays featuring individual artist, themes and art displays featuring groups of artists.
5. **Location.** Artwork may be displayed in public places approved by City Council. Artwork may be physically separated from the main exhibit when, in the opinion of the City Council, warranted under current community standards. Artwork, other than works of art currently in placed at the time of adoption of this ordinance, shall not be displayed on the Bentonville Square.
6. **Compatibility.** Proposed public art shall be evaluated for its compatibility relative to the following:
 - Visibility and public access
 - Public safety
 - Traffic patterns
 - The relationship of the proposed public art project to the site's existing or future architectural features, its natural features, its historical, geographic and social / cultural context
 - The function and use(s)of the facility or site
 - The nature of the site's surrounding neighborhood and potential impact of the public art project on residents, businesses, existing works of art or design elements within the site's vicinity
 - Future development plans for the area which may affect the public art project.
7. **Identification of Artwork.** Works of art should be identified in an appropriate manner to the context of the artwork. Standard, consistent signage details are outlined in the contract.
8. **Sales Prohibited.** Art shall not be sold on city maintained property except as part of an organized event. Sales information shall not be posted or displayed with a work of art; interested buyers shall contact the artist directly for sales information.
9. **Payments Prohibited.** The City (or any organization or person affiliated with the City) shall not accept payments to have art displayed on city maintained property. Furthermore, the display of public art on city maintained property shall not be used by any organizations for fundraising.
10. **Presentation.** As outlined in the contract, all art needs to be finished and ready for display and artists shall remain responsible for all costs associated with presenting, setting up and taking down.
11. **Set Up / Take down.** As outlined in the contract, it shall be the responsibility of the artist to adhere to the details for presenting, set up and take down.
12. **Pick-up and Deliver / Abandonment.** As outlined in the contract, the artist shall adhere to the details for pick-up and delivery location and time. Any piece that is not picked-up by the deadline shall be treated as abandoned property subject to disposal without further notice under applicable laws.
13. **Complaints.** If the City receives signed, written complaints from ten (10) or more citizens of Bentonville about a work of art on display, then the City shall notify the artist about the complaint and allow the artist an opportunity to immediately withdraw the work. Should the artist choose not to withdraw the work, the City shall hold a meeting between the artist and complainants during which they will be given an opportunity to address the appropriateness of the display of the work of art. After the meeting, if the issue is still unresolved, the City Council shall make the final decision on whether the work of art shall be removed, relocated, relabeled, or otherwise modified giving due regard and consideration to the artists freedom of expression and due process under the First and Fourteenth Amendments in accordance with the forum in which that artwork is displayed.
14. **Removal.** As outlined in the contract, there shall be no removal or disguise of a work of art once it is placed on display unless and until the City Council decides to do so, subject to the right of the artist to remove it.