

# Request for Proposals for Permanently Displayed Artwork: Cricket Grounds



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<b>Request</b>	The City of Bentonville’s Public Art Advisory Committee is seeking proposals for permanent artwork to be installed adjacent to the state’s first regulation-size cricket pitch.
<b>Project Name</b>	<b>Cricket Grounds</b>
<b>Deadline</b>	<b>Wednesday, July 6, 2022 before Midnight Central Time</b>

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## Creative Brief

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<b>Objective</b>	Enrich and energize this new public space with an original work that becomes a landmark and physical recognition of the establishment of cricket in the area.
<b>Insights</b>	<ul style="list-style-type: none"><li>• Cricket is played by millions and enjoyed by billions all over the world. Northwest Arkansas has over fifty cricket teams with more than 1,000 athletes. While it isn’t a traditional sport for this region, Bentonville isn’t a traditional city.</li><li>• Every year, Northwest Arkansas welcomes new residents from all over the world. Bentonville places a high value on outdoor activity and works to provide facilities for all forms of recreation.</li><li>• Cities become more than just municipalities when its people connect in new shared experiences. Sports are one way – just like food – to connect in a memorable way even across traditions and cultures.</li></ul>
<b>Creative Prompt</b>	What will grab the attention of every visitor to the new park? What about the work will have special meaning to those with whom the game is an old or new pastime?

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# Considerations

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<b>Site</b>	The new, 25-acre <u>Creekside Park</u> is currently being built and is adjacent to an elementary school, a Hindu temple and two apartment complexes. Little Osage Creek runs through the park.
<b>Artist(s) Eligibility</b>	<ul style="list-style-type: none"><li>• Any artist, architect, designer, or team is encouraged to submit.</li><li>• Background in, experience with, and/or interest in cricket is preferred.</li><li>• Those without extensive experience or capabilities in fabrication are encouraged to submit a proposal. If requested, the Committee will work to make agreeable connections for cost estimation, fabrication, delivery and installation.</li></ul>
<b>Artwork Guidelines</b>	<ul style="list-style-type: none"><li>• Artwork proposed for outdoor installation must be suited to continuous outdoor display and able to be maintained by the City.</li><li>• Artwork cannot contain logos, tag lines or be in any way thematically linked to a commercial business, establishment, product or service.</li></ul>
<b>Project Cost</b>	The Committee has earmarked \$10,000 to \$30,000 for this project but is seeking reasonable proposals regardless of cost. For requested proposals, the creative concept is key. The Committee understands changes in fabrication methods and material costs can vary dramatically and can be further discussed after selection.

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# Process

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<b>Contact</b>	<p><b>Shelli Kerr, AICP</b> <b>Comprehensive Planning Manager, City of Bentonville</b></p> <p>305 SW A Street, Bentonville, AR 72712</p> <p>479-271-3122 <a href="mailto:skerr@bentonvillear.com">skerr@bentonvillear.com</a></p>
<b>Submission</b>	<p>Proposals must meet the Artwork Guidelines (above) and the Public Art Policy (Attachment A on page 4).</p> <p>All proposals must be submitted before the deadline <b>Wednesday, July 6, 2022 before midnight Central time</b> using the online application form at <a href="http://www.bentonvillear.com/FormCenter/Planning-8/Public-Art-Proposal-70">http://www.bentonvillear.com/FormCenter/Planning-8/Public-Art-Proposal-70</a>. Only those proposals submitted through the online application form with all requirement documentation uploaded will be accepted.</p>

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<b>Submission Requirements</b>	For All Proposals:	<ul style="list-style-type: none"> <li>• title and description of the work</li> <li>• proposed medium or materials</li> <li>• proposed dimensions</li> <li>• rendering of proposed artwork</li> <li>• proposed fee for artistic development</li> <li>• (optional) request for expert connections for estimation, fabrication, delivery, and/or installation</li> </ul>
	For Proposals that Include Fabrication:	<ul style="list-style-type: none"> <li>• detailed cost estimate including materials, fabrication, delivery and installation.</li> <li>• requirements for foundation</li> <li>• requirements for access to water or electricity</li> <li>• fabrication time, life expectancy, and any special maintenance needs</li> </ul>
<b>Selection</b>	<p>Selection and funding are contingent upon a signed Letter of Agreement between the artist(s) and the City of Bentonville. Before a contract agreement, detailed cost estimates will be required and will be evaluated.</p>	
<b>Installation &amp; Maintenance</b>	<p>After an agreement is signed, the City will coordinate with the artist(s) on timing and any assistance needed by the city. Upon acceptance by the city after installation, the city will assume maintenance responsibilities. Details on maintenance requirements for the artwork must be provided by the artist(s) involved in the project.</p>	
<b>Payment</b>	<ul style="list-style-type: none"> <li>• Payment is dispersed as follows: 50% upon a signed agreement and receipt of invoice, and the remaining 50% upon complete installation and receipt of invoice.</li> <li>• Travel, lodging and meal expenses for the artist(s) associated with this project are not reimbursable.</li> </ul>	

## About the Committee

The Public Art Advisory Committee is appointed by the Mayor and approved by City Council. They are responsible for: Serving in an advisory capacity to City Council for recommending artwork to be placed on public property, Providing technical advisement on the development of a public art program, and Following the adopted Public Art Policy.

# 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 artist's 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.