



CALL TO ARTISTS: TREMONT TRFWY ROUND-A-BOUT

Request for Commissioned Art

Issued by the City of Riverside Park Board

2950 NW Vivion Rd, Riverside, MO 64150

Application Deadline: Oct. 30th, 2020

Commissioned Work Overview

The City of Riverside is located in the Kansas City Metropolitan area. Riverside is a thriving community with a focus on meeting citizen needs and providing a high quality of life for all residents. We believe City beautification through art is key to enhancing the quality of life.



Tremont Trafficway and Argosy Casino Parkway Round-a-bout, Riverside, MO 64150

This call is open to artist ideas and interpretation. Some possible themes for this art could include:

- 1) Togetherness and strength in diversity.
- 2) Whimsical.
- 3) Interpretation of Riverside. The artist could focus on Riverside's history, present day and /or hope for Riverside's future.

The selection panel will select 1 artist or artistic team to provide the commissioned art for the identified location of the round-a-bout at Tremont Trafficway, adjacent to the Argosy Casino.

Award

The City will provide \$50,000 for the purchase of the art. Payment will be made once the art has been delivered and installed. A split payment for initial project supplies may be negotiated.

Criteria and Specifications

The art must be of a size to ensure visibility and recognition. If a sculpture, it must be free standing, suitable for permanent public display. Acceptable media include, but are not limited to bronze, stone, mosaic, wood, fiberglass, concrete, stainless steel, aluminum or other metals. The safety of the public must be considered. Work should be as vandal-proof as possible. Approval of artwork will be contingent on satisfactorily addressing liability issues and assuring structural integrity. A major consideration in art purchase is durability and limited maintenance cost over time. Artists considering materials to be used should acknowledge the exposure of outdoor art to weather conditions that may exist in Western Missouri. Artworks that are offensive or politically motivated or those which do not meet community standards of decency will not be approved.

Eligibility

Open to all artists 18 years of age and older. All entries must be original work. Emerging and professional artists are encouraged to apply.

Entry Process

Artists will provide a single entry with between 1-3 concepts for the site. Please submit at:

<https://tinyurl.com/riversidetremont>.

The online entry includes the following requirements:

- Letter of Interest (up to 2 pages)
- Brief artist biography or current resume (up to 3 pages)
- Personal / professional references (1 page)
- Include a minimum of one sketch per artwork concept.
- Indicate on each sketch, the dimensions of proposed piece(s).
- Describe your idea(s) and how your piece(s) meet the goals of the City of Riverside. (up to 4 pages)
- Digital images (A minimum of 5 and max of 20 media samples representative of your previous body of work are required. Up to 6 of the 20 media samples provided may be audio or video format.)
- Accompany media samples with the following information about each art work:
 - (1) title of work
 - (2) dimensions of the work
 - (3) materials used
- All files shall be labeled as follows: **ArtistLastName_FirstName_FileDescription**
- Acknowledge your review of the Agreement for the Creation, Purchase and Sale of Artwork.

Delivery of Artwork

Artists will be solely responsible for the delivery cost of the art to Riverside, MO. Art may be shipped to the City at the artists' expense. Selected art must be delivered Monday through Friday between 9am-3pm CDT, no later than June 30th, 2021.

Installation

The City will be responsible for the installation of the artwork. The artist will be required to provide a template for installation of the art, showing the proposed method of securing the artwork to the base or footing provided by the City. The City will provide staff or a consultant to work with the artist to ensure the proposed method for securing the art to the footing is structurally sound. Once installed, the artist will be required to sign-off on the installation.

Other Responsibilities

Selected artists must sign an agreement for the Creation, Purchase and Sale of Artwork in a form acceptable to the City Attorney. The full agreement is attached to this Call for Art.

Selection Process

Submissions will be juried by a Selection Panel comprised of Park Board members, artists, and a member of the Tourism Commission with City staff liaisons. Artist(s) selected for video conference or in-person interviews will be asked to prepare additional details and illustrations of the proposed artwork(s). Final recommendations of the Selection Panel are subject to approval by the Riverside Board of Aldermen.

Promotion

Each artist will be photographed and interviewed and may be filmed for use by the City of Riverside in promotion of the art. If an art brochure is generated, artist(s) will receive copies of this brochure. Artist(s) are expected to attend a dedication event for the exhibit proposed for July of 2021. Artworks will be promoted on social media, local and regional publications and will be part of the City of Riverside website with photographs and a location map of each artwork.

Educational Signage Provided by the City of Riverside

The City will provide educational signage to include the description of the art, the name of the artist(s), and educational facts about pollinators. Artists will be encouraged to provide input on the content of the signage. However, the City will provide final approval of all signage style and content.

Sites: See attached map and photos for proposed location. The City of Riverside reserves the right to adjust the location.

Proposed Schedule

September 9, 2020	Call to Artists available on www.riversidemo.com and www.publicartist.org
October 30, 2020	Applications due by 5:00PM CDT
November 5, 2020	Selection Panel selects artist(s) for video conference or in-person interview
November 18-20, 2020	Selected artist(s) interviews about proposed artworks
December 1, 2020	Artist selection finalized by Board of Aldermen
December 4, 2020	Contracts signed by artist(s) and returned to City
June 30, 2021	Delivery deadline of art
July 1-9, 2021	Install artwork
July __, 2021	Dedication Event (date TBD)

**Dates are subject to change for the needs of Riverside. When applying, please consider this schedule and ensure that the deadlines can be met.

Questions

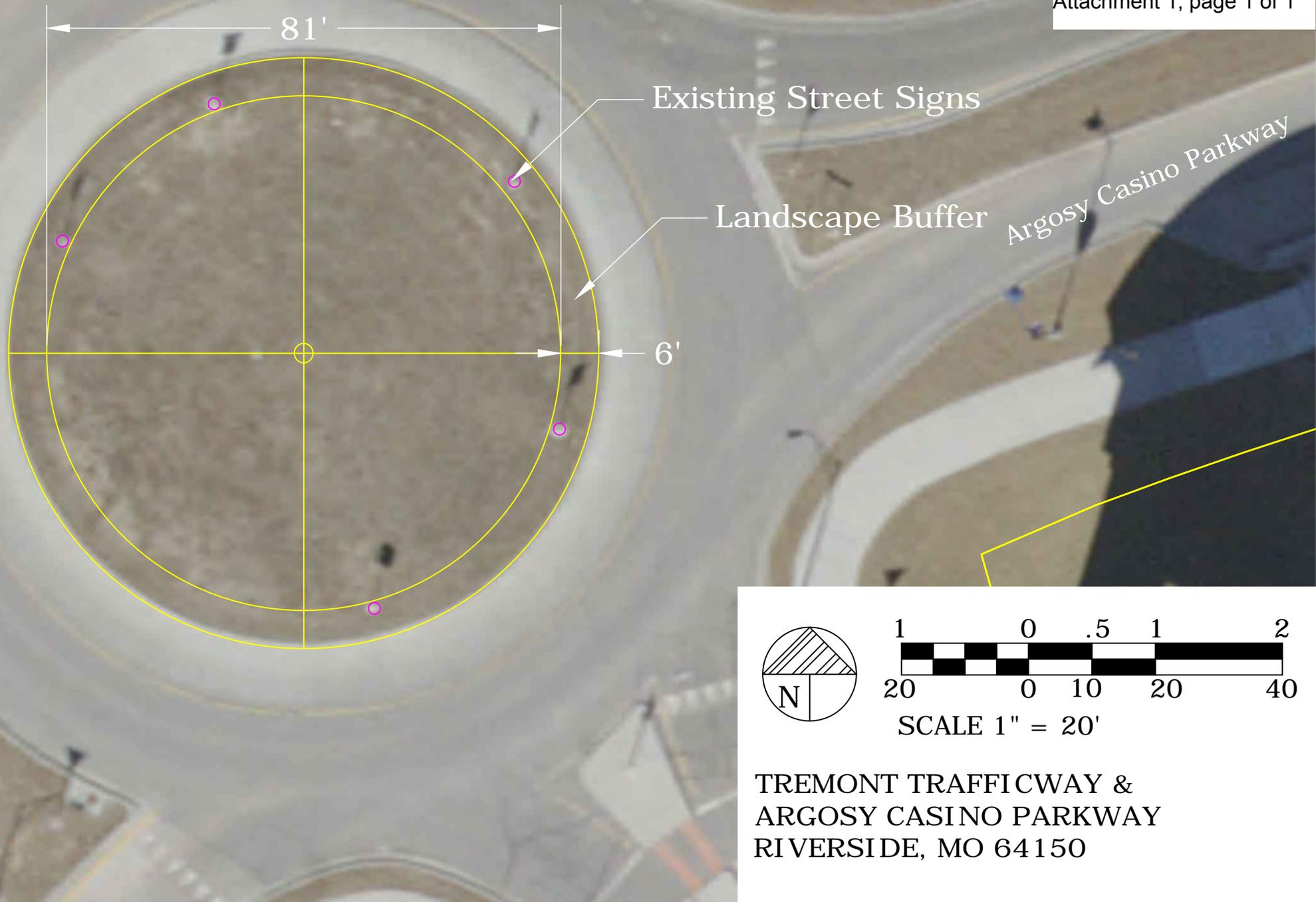
Contact Noel Bennion, Capital Projects & Parks Manager at nbennion@riversidemo.com or 816-372-9028.

APPENDIX

Attachment 1: Map of art site

Attachment 2: Pictures of art site

Attachment 3: Agreement for the Creation, Purchase and Sale of Artwork



****Artwork shall be installed within the round-a-bout. Artwork shall not be installed within the landscape buffer area.**



Tremont Round-a-bout, proposed art location
View looking east



Tremont Round-a-bout, proposed art location
View looking southeast



Tremont Round-a-bout, proposed art location
View looking west

AGREEMENT BETWEEN THE CITY OF RIVERSIDE, MISSOURI, AND ARTIST FOR THE CREATION, PURCHASE, AND SALE OF ARTWORK

THIS AGREEMENT is made by and between the City of Riverside, Missouri (“City”), and _____ (“Artist”), for the City’s purchase of certain original artwork to be created by the Artist (“Artwork”), as more specifically described herein.

WHEREAS, the City believes that public art is a tremendous asset to the community and lends a special sense of identity, creates memorable public places, and conveys a sense of civic purpose; and

WHEREAS, the parties acknowledge that, as reflected by the City of Riverside’s Call to Artists regarding the Tremont Trfwy Round-a-bout, the City is committed to promoting the cultural, educational, aesthetic, and economic vitality in the City by assembling and integrating art into public places, civic infrastructure, and present and future development, thereby setting the City apart as a distinctive place to visit, live, and do business; and

WHEREAS, the City issued a Call to Artists regarding the Tremont Trfwy Round-a-bout, and Artist submitted an entry which has been selected; and

WHEREAS, the Artist, upon completing the Artwork, wishes to sell the Artwork to the City, and the City wishes to purchase the Artwork from the Artist; and

WHEREAS, the City and the Artist wish to enter into this Agreement to establish the rights and obligations of the parties relating to the Artwork.

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Artist acknowledge and agree that the Artist agrees to create and sell to the City, and the City agrees to purchase from the Artist, the Artwork, subject to the following terms and conditions:

- 1. Recitals.** The recitals set forth above: (a) are true and correct as of the Effective Date, as hereafter defined; (b) form the basis upon which the parties negotiated and entered into this Agreement; and (c) reflect the final intent of the parties regarding the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, be given full effect. The parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the parties reflected by the recitals, would not have entered into this Agreement.
- 2. Artwork Scope and Specifications.** Pursuant to this Agreement, the Artist is being commissioned to create the Artwork based upon a design submitted in response to the City’s Call to Artists regarding the Tremont Trfwy Round-a-bout. The parties understand that the Artist will make every effort to create the Artwork in the spirit of the submitted design. The

Artist may make necessary design modifications as the work progresses so long as the general concept and materials remain materially consistent. The Artist's entry submitted in response to the City's Call to Artists (and the Call to Artists itself) is hereby incorporated by this reference as if fully set forth. The Artist shall complete the Artwork in time to have it delivered to the City no later than June 15, 2021.

- 3. Purchase Price.** The purchase price for the Artwork is \$50,000, payable in two installments of \$_____ and \$_____, respectively. Upon receipt of the 1st installment payment, Artist shall begin work. Final Payment is conditioned on i) completion of the Artwork; ii) inspection and acceptance by the City for conformance with project specifications and iii) receipt by the City of Conservation Record Form information contained in Exhibit A. For Final Payment, the Artist shall be paid no later than thirty days from the date that the payment conditions are satisfied.
- 4. Artist's Representations.** The Artist represents and warrants that:

 - a. The Artwork is original, authentic, and was created by the Artist.
 - b. The Artist has full legal right and authority to enter into this Agreement, to make the representations and warranties contained in this Agreement, and to complete the transaction contemplated by this Agreement.
 - c. The Artist is the sole and absolute owner of the Artwork and has good and marketable title to the Artwork, and the Artwork, at the time of transfer of title to the City, is free and clear of all rights, claims, liens, mortgages, security interests, or other encumbrances held by any person or entity.
 - d. The Artwork does not infringe the rights of any person or entity, including trademark, copyright, privacy, or publicity rights.
- 5. City's Representations.** The City represents and warrants that:

 - a. During public exhibition of the Artwork, the City will acknowledge the Artist as the creator and will include the Artist's name (or, if requested, pseudonym or designation of anonymity), the title of the Artwork, and the year the Artwork was made.
- 6. Ownership and Rights Related to the Artwork.** Upon final payment by the City to Artist, the Artist hereby irrevocably assigns and transfers to the City all right, title, and interest in and to the Artwork, including the entire Copyright.

7. **Warranties.** Artist warrants for a period of one year from the date of acceptance by the City of the Artwork that the Artwork shall be free from defects in material and workmanship. The Artist shall repair or replace at no cost to City any portion of the Artwork that is found to be defective during the warranty period. City agrees to notify the Artist of any such defect immediately upon discovery.
8. **Risk of Loss.** Artist assumes all risk of loss or damage to the Artwork prior to acceptance of the Artwork by the City, including during transport to the City. The City assumes all risk of loss or damage to the Artwork after acceptance of the Artwork provided that such loss or damage was not the fault of the Artist.
9. **Transportation and Delivery.** Transportation and delivery from the Artist to the City shall be the responsibility of the Artist. Delivery will be complete when the Artwork is delivered to the art site or a City-owned facility in Riverside, MO, per instructions from the City.
10. **Installation, Removal, and Display.**
 - a. The City shall be responsible for installation and removal of the Artwork. Notwithstanding any law to the contrary, Artist agrees that the City may, in its sole discretion, relocate the Artwork or decide not to exhibit the Artwork.
11. **Additional Provisions.**
 - a. **Default; Remedies.** If the Artist fails to fulfill in timely and proper manner his or her obligations under this Agreement, or if the Artist shall violate any of the terms of this Agreement, the City shall have the right to sue for specific performance, to immediately terminate this Agreement, to withhold payments and to recover payments previously made. Notwithstanding the above, the Artist shall not be relieved of liability to the City for damages sustained by any breach of this Agreement by the Artist.
 - b. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing, signed by the parties.
 - c. **Survival of Agreement Provisions.** The benefits of the representations, warranties, covenants, and indemnities contained in this Agreement shall survive completion of the transaction contemplated by this Agreement.
 - d. **Review of Agreement.** The parties understand, agree, and represent to each other that they have had the opportunity to retain independent legal counsel to review the terms and conditions of this Agreement before its execution, irrespective of whether they in fact have retained or consulted with such legal counsel.

- e. **Waiver.** The failure of the City or the Artist to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.
- f. **Applicable Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of Missouri and shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns. Venue shall be exclusive in Platte County, Missouri.
- g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.
- h. **Relationship of the Parties.** This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Artist is an independent contractor to the City.
- i. **No Third-Party Rights.** The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.
- j. **No Assignment.** The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. Nothing in this section shall prevent Artist from hiring a person or company to transport (or assist in transporting) the Artwork to the City, as is required by Section 9.
- k. **Force Majeure.** The City shall grant to the Artist a reasonable extension of time if conditions beyond the Artist's control render timely performance of the Artist's services impossible or impracticable. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.
- l. **Effective date.** This Agreement shall be effective as of the last date signed by the parties and shall continue in effect until the City makes payment to the Artist, subject to Section 11.c.
- m. **Indemnity.** Artist shall indemnify, protect, defend and hold harmless the City and its officials, employees and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs or expenses

(including legal fees and costs of investigation) (“collectively “Losses”) arising from, in connection with or caused by any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist.

[Remainder of page intentionally left blank]

ARTIST:

Name: _____

Date: _____

CITY OF RIVERSIDE, MISSOURI:

Kathleen L. Rose

Mayor

Date: _____

ATTEST:

Robin Kincaid
City Clerk

EXHIBIT A
CONSERVATION RECORD FORM

Information to be provided by Artist:

1. **Title of the Artwork.**
2. **Date of the Artwork.**
3. **Subject Matter of the Artwork.**
4. **Artwork Media/Medium.**
5. **Artwork Size and Dimension.**
6. **Brief statement for the Artwork** (including subject/source of inspiration if appropriate).
7. **Description of materials/media.**
 - a. Principal material used in creation.
 - b. Any electrical components used, and if so, their operation?
 - c. Equipment used in creation.
 - d. Describe how final surface was achieved.
 - e. Protective coating (method of application).
8. **Installation.**
 - a. Are there any special installation considerations (e.g., viewing height, measured distance from relative objects, etc.)?
 - b. If the Artwork is comprised of more than one piece requiring special assembly, supply documentation on how to properly install.
 - c. If the Artwork is comprised of more than one element, which is physically separated, please describe each element and where it is to be located (provide photo, map, or sketch).
9. **External factors.** Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken (e.g.

direct sunlight, extremes of annual rain or snowfall, temperature, air moisture or dryness, acidity of rainfall, flooding, wind, vibrations, air pollutants, vehicular and/or pedestrian traffic; animal interaction with artwork – potential for nesting, droppings, etc.; human interaction with artwork – touching, sitting, climbing, vandalism).

10. Desired appearance.

- a. Describe in specific terms and, if necessary, with drawings or photographs, the physical qualities for which the City should strive to maintain the artist's intent (e.g. matte rather than glossy luster, color of patina). What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?
- b. If the work is site-specific, describe in detail the relationship of the work to its site, including any significant physical aspects of the site, which if altered, would significantly alter the intended meaning, and/or appearance of the work.

11. Maintenance/Conservation instructions. Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (with observations regarding permanency/durability of materials and techniques).

- a. Routine maintenance (e.g. removal of dust, dirt, maintenance of protective surfaces, tightening, adjusting, oiling: etc.).
- b. Cyclical Maintenance (less frequent and more extensive preventive measures, e.g. disassembly and inspection; reapplication of protective sealers, repainting etc.).
- c. What is the expected life span of this work.