



A TOOLKIT FOR ARTIST DESIGNED BIKE RACKS

METRO ARTS

**CREAT
IVE EX
CHANGE**
SPRINGBOARD FOR THE ARTS

A TOOLKIT FOR ARTIST DESIGNED BIKE RACKS

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*This toolkit was created in partnership with Creative Exchange,
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INTRODUCTION

Metro Arts is a city department responsible for arts and cultural policy and programming for the combined city/county government of Nashville, Tennessee. Our city/county encompasses 526 square miles of land and we serve urban as well as rural areas and neighborhoods. Our population is roughly 658,000 people in the city limits and another 400,000 or so in our metropolitan area, which includes surrounding counties. In 2015, we adopted a new agency mission: drive an equitable and vibrant community through the arts! We believe everyone in our city should have access and ability to be able to participate in a creative life. We work toward this goal in a number of ways including grants and investments in agencies and artists, community arts programming, policy development, and through directly commissioning public art.

Our city adopted a Percent for Art policy and ordinance in 2000 and since then we've commissioned more than 40 permanent works of art that can be found in transit projects, libraries, community centers and parks. A good portion of those artworks are bike racks. Through the process of launching a new public art program, we realized one of our roles is to support the artist community and develop pathways for more public artists to emerge. We learned that many artists want to do public art, but have no idea how to get started or even what's involved. Thus, the bike rack project was born. Artists submit designs, no prior public art experience required, and our agency pairs them with a fabricator contracted by the city to produce their work. And *voilà*: public art training wheels!

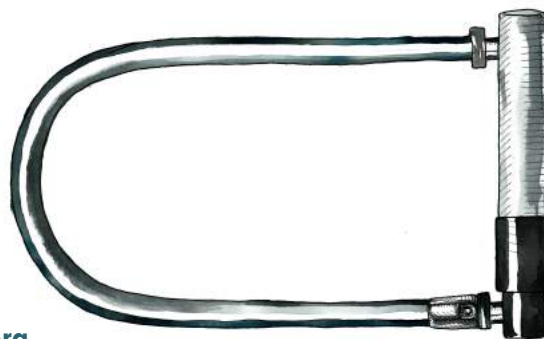
Since the first artist-designed racks were installed in 2010, we've received many calls and emails from other cities and organizations asking how to start a similar program. We've developed this toolkit to answer that question and share our lessons learned. Here you will find the things we wish we'd known. It's like we're your fairy godmother of artist-designed bike racks. Just read it and you too will be graced with intricate knowledge about U-Locks! Trust me. You want to know about U-Locks.

This toolkit is for you if you're a city planner, work for an arts agency, are a business owner or work with any type of organization that has wanted to promote either art/artists or cycling or both. It's really a primer for any public art project you might want to take on. If you take out the bike rack part, it's really a quite similar process for any public art commission. So I hope you, dear reader of this toolkit, will find it useful, enjoyable, humorous (public art is NEVER boring) and maybe one day soon you will usher your own artist-designed bike rack into the world!

All my bike rack knowledge I pass unto you,

Caroline Vincent
Metro Arts
Director of Public Art
(art doula extraordinaire)
Nashville, Tennessee
June 2016

Metro Arts Nashville: <http://www.artsnashville.org>



TEN THINGS YOU'LL FIND IN THIS BIKE RACK TOOLKIT

This toolkit contains a description of our specific project, practical templates and tools for you to use, and general ideas to be adapted and shared. Here are ten things you'll find in this toolkit:

- An outline of a bike rack program that is a public art apprenticeship
- Space for brainstorming partnerships and connections for your project
- Personnel needed for a bike rack project or other public art project to work
- Ideas on creating a call for artists and setting reasonable expectations
- Case studies on what works, and what pitfalls to avoid in partnering with multiple creative stakeholders
- How to find and work with appropriate fabricators
- Critical insights about U-Lock design and functionality
- Sample timelines and budgets to help with your project planning
- Examples of a call for artists and a call for fabricators that can be adapted to your project
- Contract templates to adapt to your work

Great. So let's start!

WHAT ARE ARTIST-DESIGNED BIKE RACKS AND WHY CREATE THEM?

Public art presents unique challenges to artists. Particularly for new public artists who have never had to deal with government vendor registration systems, contract negotiations or been required to communicate their design to someone else who will then build it.

For us, this project is akin to an apprenticeship into public art. We ideally are working with studio artists who have never completed a public art project. We take artist designs and turn them into public art. Artists gain desired public art skills, which can often translate to future projects and commissions and we build capacity and sources for future public art projects.

Bike racks made sense as a public art project because they are smaller in scale and we, as a city, want to promote healthy neighborhoods and multi-modal forms of transportation.

Be aware, this isn't necessarily a shoestring budget project. It takes a significant investment of dollars and time to manage the projects, as well as coach the artists and fabricators through the process. And building something permanent that is going to get a lot of use and abuse is not inexpensive. Public art needs to be nearly indestructible and as maintenance-free as possible.

Public art or bike rack? That is the question. We lean toward public art first, bike rack second. It must be a functional bike rack and it must make sense in the context of the site, proximity to bike lanes, safe roads, and existing or future bike use. However, our program maintains artistic quality and excellence as the number one priority. Some of our racks end up being more successful as art than bike racks, but in our view that's ok. Our bike racks tend to be larger and more involved than other art racks you can stock purchase because they are custom-designed and custom made. Certainly, scale and one-of-a-kind creations add to the cost so budget must be factored into planning.

Value to Artists: In our community, artists have benefited greatly from these projects. Many have gone on to receive other public art commissions and it has boosted their visibility in our community and beyond. Winning a public art commission can often be a chicken before the egg proposition. How do you get a commission if you've never had one? How do you get experience (work in your portfolio) if you can't get a commission? Through the bike rack process, an artist can be awarded a commission with no prior experience.

In addition, the artist doesn't have to have tons of liability insurance (often required with municipal contracts) or experience with engineering, reading technical plans, figuring out ADA compliance or possess other highly technical knowledge required with many public art projects. They submit a design, and if selected, we help them learn on the job how to navigate these issues.

Value to Community: Our community absolutely loves the bike racks! They are found all throughout the city in nearly every neighborhood or geographic region of our county. The racks are whimsical, humorous and entirely accessible as an art form. Bike racks are useful and when created by someone you know from down the street, who doesn't love that?

The bike rack fabricators also benefit as they receive a lot of visibility from the project. We find, typically, they do not often get to work on such a creative project. So they enjoy the process too. Businesses and organizations that are near or share a site with the racks often experience benefits as well. Public art attracts people, meets a need (more bike parking) and it makes a place feel safe and inviting. Bike racks in our community also serve as a wayfinding system. Often people say, "Meet me at the Corn and Tomato in front of the Farmers' Market."

For our agency, this project builds community. There is often more support for the artists/artworks because they are locally sourced. The neighborhoods appreciate the racks, and we've been able to spread our collection farther and wider with this public art project model. Whereas a large-scale public art project by a public artist veteran can easily cost over \$250,000, most of our racks are fabricated in the \$10,000 to \$20,000 range, some even less.



Paige Easter and Dan Goostree, *Corn and Tomato*

PARTNERSHIPS

You will need partners to get this done! We have worked heavily on the technical side with our Public Works department because most often our racks are installed in the public right of way. We have also worked with our Mayoral-appointed Bicycle Pedestrian Advisory Committee, whose role it is to advocate for safe cycling and pedestrian pathways throughout our city.

During the time when we launched our bike rack program, our Mayor set a goal of making Nashville the “Greenest City in the South,” which made this project a priority across many city departments and with many different stakeholders. Our city has a strategy around making the healthy and active choice, the easiest choice. We also have a mandate to create complete streets (streets that account for multi-modal transportation, pedestrians and cyclists, and cars) as well as other healthy living initiatives.

Look around your community. You probably already know the organizations and individuals interested in these issues. Call them up and ask if they will partner with you! They probably have ideas for making a bike rack program work in your community.

And remember, having community buy-in early in the project always makes for a more successful and meaningful public artwork.

USE THIS SPACE TO BRAINSTORM POTENTIAL PARTNERS
Who do you need to connect with for political support? On the technical and regulatory side? For creativity and arts partnerships? For fabrication? For community input and design?

ASSEMBLING THE PARTS

You'll need several different types of peoples and groups to make your project a success. Provided below is an overview of the main categories of people you'll want to seek out to manage and realize your project.

Project Coordinator

This person or persons could be on staff or contracted to manage the overall project. They will manage the Call to Artists, selection process, artist awards, contract negotiations, fabricator selection, fabrication process (all artist/fabricator conversations and meetings) as well as installation. These tasks could be broken up amongst multiple people, especially if you are working with a volunteer-driven organization. However one lead coordinator does help with the continuity of the project and in building the artist/fabricator relationships. If needed, once designs are selected, you could assign different coordinators for each rack design.

Selection Panel

These are the people who you choose to select the artist designs. Our program has a very set policy around who should be on this panel, but in your community you can certainly customize. We always have at least one artist, preferably more, and technical advisors such as cyclists or those who work for cycling businesses or non-profit cycling advocacy groups. We include individuals from city departments affected by these racks such as Public Works (or maybe your Department of Transportation) or whoever manages the public or private space where the racks will be placed. We typically include other arts and design professionals such as architects, landscape architects, curators or business/community representatives on the selection team. The selection panel should be prepared to meet at least one time to go over all submitted designs and narrow down finalists. The selection meeting typically takes 3 to 4 hours.

Online Access for Artist & Design Selection Process

More and more we are seeing benefits to providing the scoring process all online. You can't beat an in-person discussion, especially if the competition is tight and you need to tease out why some panelists prefer some designs over others; however, if you are dealing with lots of submissions and busy panelists, you might consider streamlining the review and scoring process so people can work remotely and at their leisure. Just make sure you have the relationships in place first!

Fabricator

The fabricator is who you hire to build the racks. In our case, we hire artists for designs only and hire a fabricator who is experienced in creating permanent structures for the public realm. This way, artists do not have to possess the fabrication or engineering experience and they can apprentice into the public art process. You can also hire artists to create their own racks if they have that capability. The fabricator should be equipped with technical and structural skills, CAD drawing capabilities and an ability (and flexibility!) to work with artists.

Engineer

If your fabricator does not have structural engineering capabilities, you may need to find an engineer. All of the artworks we commission require review by a structural engineer for safety and longevity of the work.

Artists

Of course you need artists! Their job is to think up the innovative bike rack designs and to be open to a public art process, which is often much different from a studio practice or private commission. The public realm can be a difficult place and they've got to be ready to work with committees, deal with safety and budgetary concerns as well as possible design modifications to make their rack work for a public space.

We have a set definition for professional artists. You may want to think about how strict or loose you'd like to be in your community. Our definition is dictated by the City of Nashville's Public Art Guidelines, Policy and Ordinance, which you can find here:

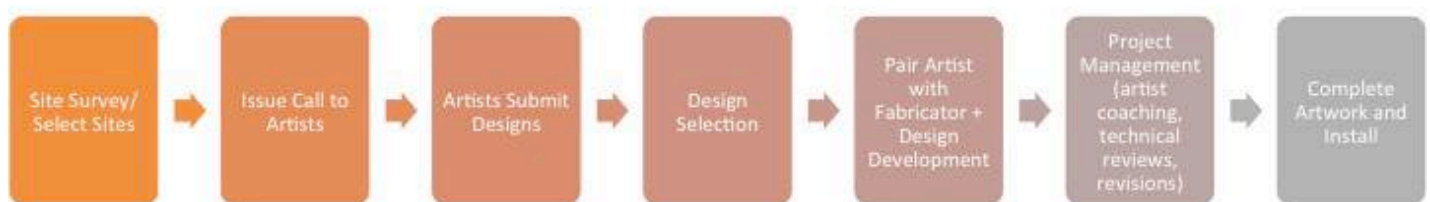
http://www.nashville.gov/Portals/0/SiteContent/ArtsCommission/Public-Art-Guidelines_2015.pdf

We have mostly worked with visual artists and some artist teams, but you could open it up to other disciplines. There also might be interesting collaborations to explore: perhaps pair a cyclist with an artist, or a community organization with an artist. If the artists you select are not primarily visual artists, they still need to be able to successfully communicate their design (on paper and in person) or partner with someone who can.

Installation Team

Will the fabricator install the racks? This is often easiest. If not the fabricator, you will need a contractor skilled at managing large scale work and working with the city on permits, and who is familiar with appropriate safety measures and regulations. You will also need someone to pour concrete pads if you are not installing on existing concrete. You might reach out to your Public Works department or Department of Transportation to get recommendations on contractors who can manage the installation.

ARTIST-DESIGNED BIKE RACK PROCESS



WORKING WITH ARTISTS

Creating a Call

The first thing you will do after you get buy-in from partners and other members in your community is create your Call to Artists. Next, tell artists about it. Use existing networks and relationships in your community such as artist groups, social media, the media (press releases/advisories) and other artist networking sites specific to your community. We've typically asked for artist designs to be submitted; however, you could ask artists to submit their qualifications (show prior work) and select artists based on that. Then you can work with them through a design process for the rack. See the Additional Resources at the end of this toolkit for a sample Call to Artists.

Consider how you will receive the artists' submissions. There are online submission portals you can use like callforentry.org and publicartists.org that are set up for this purpose. However, if you are hoping to recruit emerging artists in your community, who do not have much experience responding to public art calls, you might consider more low-tech options. Paper applications or Google Docs or other online sharing platforms are a great, low-cost way to accept submissions. There is less of a barrier for entry (artists do not have to create accounts or have an existing portfolio). Online portals also work great for sharing submitted designs with your selection panelists.

However, do not rely solely on the internet. Make personal contacts with those who have access to emerging artists. Make calls and visits as necessary to reach all areas of your community. We hold "shop talk" meet-ups in a different neighborhood each month to discuss funding and public art opportunities in our community.

Expectations

It's best to outline what is expected of the artists up front and how their conversations with the fabricator will be managed. We outlay this in the Call to Artists and then we explain this to the selected artists a bit more in-depth. Initially, we schedule one-on-one meetings with the selected artists and fabricator to go over their designs. In this meeting, the artists can ask any questions they have of the project coordinator or the fabricator. The fabricator can ask questions and express any concerns or ideas they have about creating the rack. We talk about materials, fabrication methods and reasonable expectations. We have conversations about paint finishes, timeline and next steps so it is clear to everyone what is expected of them. Follow up with meeting notes by email to confirm what was decided at each meeting.

Explain up front this is a collaborative process. All team members will likely have to make compromises to get to a happy conclusion. This is true of every public artwork. The artist's vision is supremely important and we do everything in our power to make it come to life, but there are moments of concession, reality and ADA compliance. Ideally, you arrive at a functional artwork that everyone is proud of.

Do not assume artists want to work for free! Always, always, always pay artists! It's our mantra and we believe in it. Artists are professionals and they deserve to be paid (and reasonably) for their work. Be realistic about what you are asking artists to do from a time commitment standpoint. Artists should be compensated for their designs and their time.

“I love making Bike Racks because they are a functional canvas; a new way of delivering art to the public spectrum. Sculptural bike racks combine beauty and functionality. I always try to create a bike rack that I would enjoy using!! I received another bike rack commission from Sculpture Fields in Chattanooga based on the one I did for Nashville!!”

-Suzy Hendrix, Air Wave



Suzy Hendrix, Air Wave

Collaboration Case Study: Artist Michael Allison and Lotus



Michael Allison, Lotus

Michael Allison proposed a bike rack made of recycled bike frame parts, which sounded amazing, and we were super excited about it. However, our fabricator was less than thrilled with this idea. From the start, he really wanted to push for new materials because they're much easier to predict than recycled parts. The artist felt strongly about using the recycled bike frames so we worked hard toward that goal and were able to begin the fabrication process.

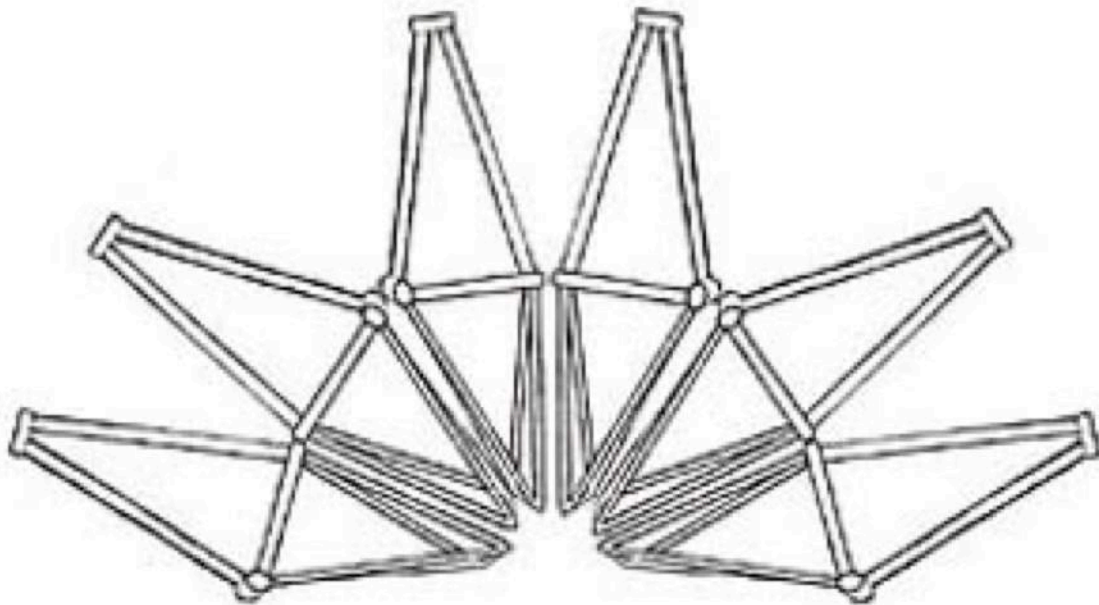
It was a little harder to secure this rack and reinforce it for public use. It was inherently much weaker at points due to the way bike frames are made. We continued design conversations, meetings and eventually made agreeable modifications. The frames were painted really great colors chosen by the artist and the rack was installed.

We held a beautiful dedication ceremony with the Mayor and community leaders at Lotus. Then two weeks later, I received a call from Parks staff, who managed the site where the rack was installed, and they indicate that they've found the rack in a tree after a local college's homecoming weekend. Just the kind of call you want to get on a Monday morning! So the rack went back to the fabricator, a tersely-worded conversation ensues about who was responsible for the rack being broken clean off its foundation (and thrown in a tree, mind you), and let's just say this is where we really had to flex our collaborative muscles.

Unbeknownst to us, the fabricator had not reinforced the rack as requested early on in the design process and still really wasn't a fan of "recycled parts." We finally came to an agreement on how he would reinforce it, repaint and reinstall it, and it's been fine ever since.

The communication and negotiations between the artists and the fabricator is hard work. Especially when an artist is trying to convey their vision to an outside party. Most artists are typically creating their own work with their own hands and sometimes this is their first foray into public art, which often includes working with a third-party or outside fabricator. It can be incredibly difficult for all involved.

Conflict negotiation is often the best training or professional development you can seek out as a public art administrator. It can sometimes feel like all conflict all the time. We often call this part the sausage-making. It's not pretty, but with some flexibility, creativity and ingenuity you can work it all out. Sometimes projects come together easily and without conflict; however, those are typically exceptions to the rule.



BUDGET, FABRICATION & INSTALLATION

Just because it's a bike rack and a comparatively small public artwork does not necessarily mean it will be easy or quick. We have learned that a small public art project sometimes takes just as much work as a million-dollar project.

The cost of a bike rack program can vary depending on the scope of your project, scale, quantity, existing funds and your ability to fundraise. Smaller racks = less expensive in most cases. We currently pay artists \$3,500 for their design fee. This includes purchasing their design and about four in-person meetings with our staff and the fabricator.

Set clear expectations regarding the amount of time the artists are expected to spend on any design work, translating their design with the fabricator and other paperwork (contracts, etc.).

Fabrication costs for bike racks we commissioned in 2014 were as low as \$5,000 per rack and up to \$34,000 for an elaborate sculptural rack. The first round of racks in 2010 averaged about \$11,000 per rack. Certainly costs can be brought down in a number of ways, if needed. If you utilize stock parts and create more parameters around size and footprint, you can certainly save on fabrication costs. Talk with your fabricators about this. They'll be able to tell you what their capabilities are and what shapes and sizes of materials they are most comfortable producing.

For the round of bike racks we commissioned in 2015, we capped fabrication costs at \$10,000 to \$20,000 per rack. If artist designs came back from the fabricator with higher fabrication costs, we asked the artists to make modifications. We also capped the height of the racks at 12' for our most recent projects (2015/16).

How do you find a fabricator? Ask around. Even if you don't have a BIKE RACK FABRICATOR defined as such around your region, you likely have a metal worker, a maker, someone who creates benches, fences or other street furniture. Don't hesitate to look outside your region, if necessary. Many public art fabricators are accustomed to working remotely.

The fabricator should have engineering capacity or be willing to sub contract with an engineer who can assure you the rack is structurally sound. We require, for all of our public art projects, a stamped engineered drawing. The fabricator should also be able to work with artists, be flexible, creative and timely. They should be able to manage the process and give you a product that is

Good to Know!

Getting community input early on can save you a lot of time, effort and money down the line. When we initially launched the project, we stated that racks should accommodate a standard U-Lock, which is about 4" wide. However, we soon found out, in reality, cyclists like to use the mini U-Locks that are only 2" wide. This caused some grief with everyone. Know at the outset if you want some part of the rack to accommodate the 2" U-Lock.

sturdy and long-lasting. They need to have business and liability insurance. (It's required for our city.)

Make sure your fabricator is aware of ADA compliance and design requirements, and work with city regulators if there are questions. Also, make sure your fabricator is using materials that are durable and are able to be maintained. Most of our racks have been powder-coated metal. They have held up very well.

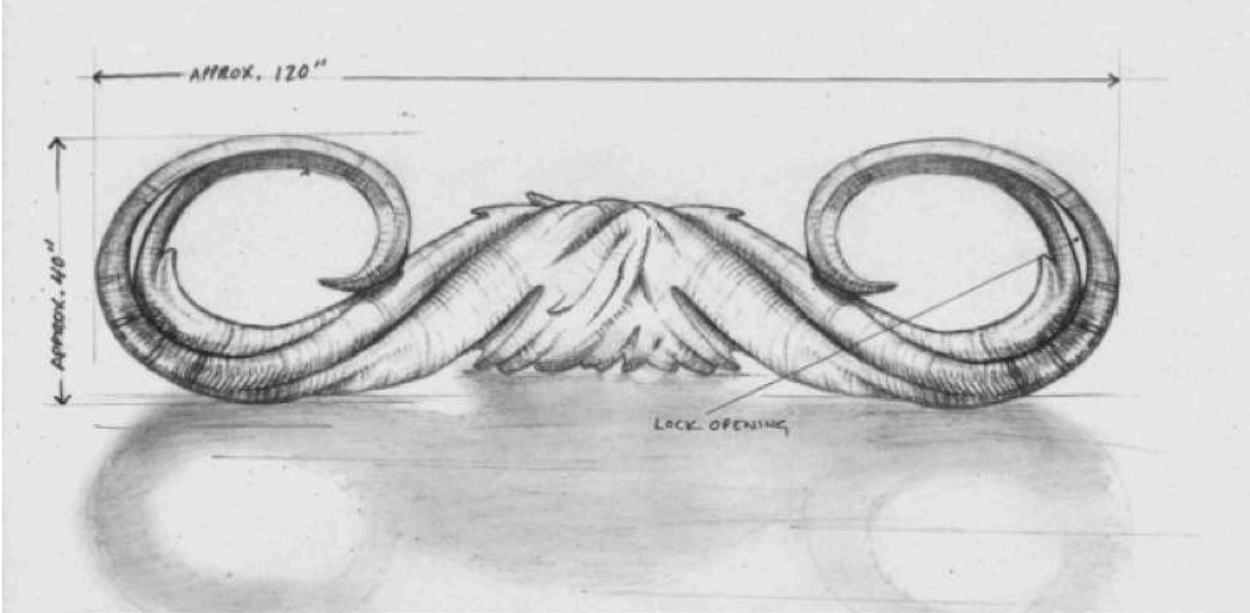
“To see a bike rack you designed come to life is a big thrill. From the drawing board to that first bike parked, it is definitely a learning experience. Your best allies in the journey are the fabrication team and arts program manager. During my Nashville



project they made great suggestions for design tweaks which allowed for ease of fabrication and installation. And because of that help it became a better art piece.”

- Wayne Henderson, Good Eats!

Jenna Colt's *Handlebar Mustache* from design to installation



SITE SELECTION & PLANNING: WHERE DO YOU PUT THEM?

We worked initially with our Public Works and Public Health department to survey existing bike racks on city property and areas where bike racks were needed. This resulted in a report that outlined a list of locations to begin exploring. We wanted locations that made sense for cycling (i.e. not off a four-lane, heavily-trafficked road without bike lanes) and that were already on city property. We also looked at geographic areas and employed the bike rack program to install public art in neighborhoods that had very little existing civic infrastructure. We tried to equitably distribute the racks throughout the city as much as possible.

Site Selection Tips

- It's much more cost-effective to install a bike rack on an existing concrete pad or sidewalk.
- Pouring new concrete can get very expensive. Think \$2,000 to \$3,000 minimum for a small- to medium-sized area (10' x 12').
- Make sure you give artists rough estimates of the scale/size of concrete pad so they can take it into account when creating their designs.
- Sidewalks are typically in the city's right of way. These can be great spots for racks if there is room outside the path of travel.
- Make sure you put the rack closest to the place where people are going. People don't typically secure their bike and then walk half a block to the entrance of a building or a park. They're going to drive their bike right up to where they want to be and then look around for a place to secure it.

While we did not install any racks on private property that is certainly an option. Get permission from the owner first, then negotiate a written agreement. Make sure you discuss and agree to maintenance terms and ownership of the artwork. Be sure to check with the appropriate professionals, whether that be municipal, real estate or legal experts, who can tell you if you need an easement or some other type of permit or agreement to place the rack on private property.

Labeling Your Bike Racks

All of our public art racks include an identification plaque that states the name of the artist, the title of the artwork, the year the artwork was installed and our agency's logo as well as funding credit for our Percent for Art program.

Fun fact, after the first round of racks were installed, we discovered some racks were so artistically successful that some people didn't know they were bike racks! In the second phase, we changed our plaques to say, "Public Art Bike Parking."

DEDICATION EVENTS


Once your racks are installed, celebrate! Have fun with this. Do a community bike ride, bike rodeo or how-to bike workshops. Partnering with local bike shops is another great idea. We had a local cycling business offer and provide a bike to giveaway at our dedication event in 2014.

Typically, public art that is new to the world gets its very own dedication event with local dignitaries and elected officials. That can be hard if you've installed bike racks in multiple locations throughout your city all at the same time. We have managed this in different ways, but in 2014 we decided to hold our dedication event at a centrally-located bike rack that was sited in a park. Things to consider when planning an event:

Press release/advisory: Make sure you announce your event to the local media. In addition to the release (and especially before you try to write the release) it helps to have a onesheet project briefing that explains your program, the artists involved, the rack designs and if you have them, photos of the new racks. Moving forward you can pull from the document for any number of promotional items like e-vites, e-newsletters, blog posts and social media posts.

Social Media: We decided to host a very informal Instagram contest to promote our new racks in 2014. We had a graphic designer create an Instagram-friendly graphic for us that we posted on social media. The call to action was to snap a selfie with one of our racks and post it to Instagram with the hashtag #artracksnashville. Once the contest was finished we selected random winners and gave out prizes we'd had donated, like bike rental annual memberships. About halfway through the contest we decided we weren't really getting a lot of posts so we had some inexpensive signs printed and posted at the new racks and it definitely helped drive traffic.

TAKE A RIDE // SNAP A PIC // BE INSPIRED

- 1 SNAP A PICTURE OF YOURSELF AND YOUR FAVORITE PUBLIC ART BIKE RACK
- 2 TAG US WITH #ARTRACKSNASHVILLE
- 3 POST YOUR PICTURE TO  Instagram
- 4 MAKE SURE TO LIKE US ON FACEBOOK!

WINNERS WILL RECEIVE FABULOUS PRIZES AND WILL BE RANDOMLY SELECTED AT THE END OF THE MONTH AND ANNOUNCED ON THE METRO ARTS FACEBOOK PAGE (CONTEST ENDS OCT. 1)

FOR MORE INFO, VISIT PUBLICART.NASHVILLE.GOV.

METRO ARTS

Activities: What will happen once people arrive at your event? Will there be formal speaking? Is the artist(s) expected to speak? Who else will want the mic? Other speakers could include elected officials or your project partners.

Refreshments: Nothing gets people to an event better than food. So think about what you might serve. For one of our dedications, we provided locally sourced popsicles and a municipal mobile water truck provided water.

Logistics & Permits: Is parking an issue or concern? Should you invite people to ride their bikes to the event? (Yes!) Could the event be a bike-centered activity? Maybe meeting at a pre-determined location and bike to the event together? Will you need any type of city permit for your gathering or bike ride? Do you need any type of traffic control or security? Check with your municipality on special event permits.

Cost: If budget is an issue (as in you don't have one), look to your partners. They may be able to provide free giveaways or food/beverages.

Giveaways: If you have the budget for it, it's always nice to create a printed takeaway piece or some type of promotional item that will promote your racks and your program. Racks cards are inexpensive and can be used long after your event to promote your program.



Anthony Novak, *Lyrical Rider*


USE AND CARE

There will be regular maintenance costs involved with the racks, especially if they get a lot of use. Bike chains and bikes bumping them all tend to create paint chipping issues. We've also had dealings with graffiti damage. Plan ahead, budget for repairs and try to have someone in mind who can handle this type of work. It could be your fabricator or it could be someone your city already has on staff. Each rack can incur a few hundred dollars a year for cyclical maintenance and upkeep. Make sure you make arrangements for annual inspections (at least) so that you can head off any major issues.

METRO ARTS


PUBLIC ART BIKE RACKS

METRO ARTS COMMISSIONS LOCAL AND REGIONAL ARTISTS TO DESIGN BICYCLE RACKS. THE RACKS PROMOTE OUR CITY'S GREEN AND HEALTHY LIVING INITIATIVES WHILE PROVIDING A FUN OPPORTUNITY TO EXPERIENCE ART AROUND YOUR NEIGHBORHOOD. GRAB YOUR BIKE AND TAKE A LOOK!




LYRICAL RIDER
ANTHONY NOVAK

COLEMAN COMMUNITY CENTER
384 THOMPSON LANE
NASHVILLE, 37211



CITY IRISES
JESSICA EICHMAN

HERMITAGE PARK
3720 JAMES KAY LANE
HERMITAGE, 37076





LOTUS
MICHAEL ALLISON

DRAGON PARK
(FANNIE MAE DEES)
2400 BLAKEMORE AVE.
NASHVILLE, 37212

ON AIR
**SAMANTHA GRIFFITH
AND JEN PELLERIN**


MORGAN PARK
411 HUME ST.
NASHVILLE, 37208






PEDAL PETROLEUM
WILLIAM BUFFET


DONELSON TRAIN STATION
2705 LEBANON RD.
NASHVILLE, 37214



12 SOUTH
12TH AVE. S. BETWEEN
ELMWOOD AVE. & LINDEN AVE.
NASHVILLE, 37204

VISIT PUBLICART.NASHVILLE.GOV
TO VIEW A MAP OF PUBLIC ART AND
DOWNLOAD A BIKE-ABLE PUBLIC ART TOUR.





EVALUATION AND PLANNING FOR FUTURE PHASES

As they say, we're constantly evaluating! We look at our process, how we attract artists to this program, how we make it easier for all involved and what works and what doesn't. It's a work in progress.

We are constantly getting feedback from our artists, talking to fabricators, hearing from cyclists and getting community members involved. As we stressed at the beginning, having community input and feedback – through official meetings and surveys, as well as through more informal conversations – can shape a project and make it more responsive to a community's needs.

We have tweaked each phase of this project and are always looking to the future. We have implemented a mobile web site – <http://www.ExploreNashvilleArt.com> – to track analytics on which public artworks are getting the most traffic around town.



Samantha Griffith and Jen Pellerin, *On Air*

ADDITIONAL RESOURCES

Metro Arts' Bike Racks

The Metro Arts' bike rack collection is catalogued on the Metro Arts website, with a link to a map for a bike tour of public art: <https://www.nashville.gov/Arts-Commission/Public-Art/Collection/Bike-Racks.aspx>

Location Study

Metro Arts partnered with Metro Nashville Public Works for a comprehensive survey of potential bike rack locations, noting proximity to other bike racks, installation challenges, visibility issues and other criteria. See the full survey here: <http://bit.ly/NashvilleBikeRackSurvey>

Bike Parking Guidelines

The Association of Pedestrian and Bicycle Professionals has a number of resources on bicycle parking, including the free *Essentials of Bike Parking: Selecting and Installing Bike Parking that Works*. You can get those resources here: <http://www.apbp.org/?page=Publications>

Sample Project Timeline

EVENT

Issue Call to Artists
Request for Proposals
Selection Panel
Award Notification/Artist Contracting Process
Fabrication
Installation
Dedication

DATE

March 3, 2015
Due April 10, 2015
May 14-21, 2015
June/July 2015
July 2015-July 2016
Spring/Summer 2016
Spring/Summer 2016

Sample Project Budget

Design	Estimated	Actual Cost	
Air Wave	\$10,000.00	\$10,000.00	Fabrication Cost
Pedal Petroleum	\$9,800.00	\$10,140.00	
Soundboard Slider	\$6,500.00	\$6,500.00	
Good Eats	\$14,200.00	\$14,200.00	
Moustache	\$17,600.00	\$17,600.00	
Lotus	\$4,785.00	\$6,284.50	
Are We There Yet?	\$34,275.00	\$28,691.25	
Lyrical Rider	\$7,500.00	\$7,500.00	
On Air	\$12,500.00	\$12,500.00	
City Irises	\$13,000.00	\$13,000.00	
Air Wave cover*	\$-	\$500.00	
Delivery and Install	\$9,000.00	\$9,771.75	
Artist Design Fees	\$35,000.00	\$35,000.00	
Site Work	\$10,000.00	\$8,983.00	
	\$184,160.00	\$171,687.50	

We usually estimate 20% of overall project budget for Project Management, which is accounted for separately.

*After install, a cover was required for the air pump attached to the rack.

Installation Estimate

Est. Cost per Hour	Estimated Hours per Installation	Low Estimate	High Estimate
\$50	2-4 per artwork	\$100	\$200
	Qty artworks	LOW Estimated Install Cost	HIGH Estimated Install Cost
Church Street	2	\$200	\$400
Commerce Street	2	\$200	\$400
Demonbreun Street	1	\$100	\$200
Farmers' Market	4	\$400	\$800
Fulton Complex	2	\$200	\$400
	11	\$1,100	\$2,200

Round to this amount, to allow for contingencies: **\$3,000**

Estimated \$1800 for 18 racks, recommending we allocate \$2500-\$3000 to be safe.

Sample Fabrication Timeline

Task Name	Start Date	End Date
Preliminary Design Drawings rec'd (1st round: 5 racks)	May 22, 2012	May 22, 2012
Preliminary Design Drawings rec'd (2nd round: 5 racks)	July 2, 2012	July 2, 2012
Artist Review of Preliminary Drawings (1st round: 5 racks)	May 22, 2012	June 11, 2012
Artist Review of Preliminary Drawings (2nd round: 5 racks)	July 2, 2012	July 13, 2012
Artist Contracts finalized and filed w/Metro Clerk	May 24, 2012	July 13, 2012
Request Artist invoices, process first payments	July 16, 2012	July 20, 2012
Provide feedback to fabricator from artist's initial review (1st round: 5 racks)	June 11, 2012	June 11, 2012
Provide feedback to fabricator from artist's initial review (2nd round: 5 racks)	July 13, 2012	July 13, 2012
Set-up meetings/phone calls for artists and fabricator (as needed)	July 16, 2012	July 27, 2012
Fabricator provides cost estimates, final drawings and fabrication timeline	July 30, 2012	August 10, 2012
MNAC review of designs and feedback to fabricator	August 10, 2012	August 24, 2012
MNAC final approval of designs and release to begin fabrication	August 24, 2012	August 24, 2012
Locations identified and coordinated	May 15, 2012	September 15, 2012
Locations finalized	September 15, 2012	December 1, 2012
Site work coordinated	August 15, 2012	February 15, 2013
Contract for installation work (?)	July 30, 2012	October 1, 2012
Racks installed (1st phase)	October 15, 2012	November 30, 2012
Make final payments to 1st phase artists	November 30, 2012	November 30, 2012
Racks installed (2nd phase)	December 1, 2012	April 1, 2013
Make final payments to 1st phase artists	April 1, 2013	April 1, 2013

Call to Artists



GREATER NASHVILLE AREA CALL TO ARTISTS REQUEST FOR BIKE RACK DESIGNS RFP# 15-1

I. INTRODUCTION AND OVERVIEW

A. Project Summary

The Metropolitan Government of Nashville and Davidson County (hereinafter Metro), through the Metro Nashville Arts Commission (MNAC) Public Art Committee is soliciting proposals (submissions) from interested and qualified respondents (artists) for bicycle rack designs scheduled for fabrication and installation in various locations throughout Nashville-Davidson County in 2016.

B. Artist Budget

Total artist budget: \$3,500

The project budget allocates \$3,500 for the artist design fee, project-related travel, consultation throughout project fabrication and installation, plus other artist-related costs. Selected artists will be required to attend at least four meetings/events which include a meet-and-greet event with Metro Arts, at least two meetings with Metro Arts and the contracted fabricator and the dedication event for the bike racks. Fabrication, installation and site preparation costs will be paid by Metro, and artist will work with fabricator and be on-site at time of installation to ensure project is completed as designed.

C. Scope of Work

Approximately 5 to 7 artist design proposals for bike racks will be selected. Artists can submit a MAXIMUM of **three** design proposals. Once designs are selected, a fabricator will build selected designs in consultation with selected artists and Metro Arts.

Fabrication costs will be paid by Metro. Bike rack fabrication budgets typically range from \$10,000-\$20,000. In general, designs that utilize stock materials such as rounded piping tend to be more cost effective to fabricate while designs that are more sculptural in nature tend to cost more. If the fabrication cost of a selected design proposal exceeds \$20,000, the artist will be asked to modify their design. Selected designs will be installed by Metro Arts and a Metro contractor in various locations throughout Nashville-Davidson County. Metro Arts will determine the appropriate location for each design in consultation with the Metro contracted fabricator and the site manager/owner. Please see section *E. Eligibility* for additional requirements.

Artists will not choose the site of their bike rack but may include design proposals specific to one or more of the following locations under consideration for bike racks. If the design proposal is specific

to one of the following locations, please note the name of the site within your artist statement on the CaFE application. ALL designs should be suitable for any number of locations in Nashville.

Possible bike rack locations include:

- Edgehill Branch Public Library
- Hadley Park Community Center
- Looby Branch Public Library
- North Nashville Branch Public Library
- First Tennessee Park Nashville Sounds Stadium

To see an online version of this call refer to MNAC's website at www.nashville.gov/Arts-Commission/Public-Art/Opportunities.aspx

Submission deadline: Materials must be submitted via callforentry.org no later than:

******April 10, 2015 12:00 a.m. Mountain Daylight Time******

(April 11, 2015 1:00 a.m. Central Daylight Time)

(Per www.callforentry.org system)

D. Artist Proposal Selection Criteria

Bike rack designs should carefully balance form with function and must meet the following criteria for design, function and safety:

Design

- Artistic merit is the first and most important criteria
- Should be context-sensitive, either to the city, neighborhood, street or immediate environment
- Give meaning to place by reflecting Nashville's history, culture, or natural features and assets
- Further the community's sense of spirit and pride
- Design should not advertise a specific business or person

Function

- Bike Rack should not exceed 12' in height or length
- Support the bicycle upright by its frame in a minimum of two places
- Enable the frame and one of the wheels to be secured with a lock
- A portion of the rack must allow for a bicycle to be secured using a standard 4" U-lock, additional design accommodations for 2" U-lock is preferred but not mandatory
- Locking points should be between 1' and 3' off the ground and located at points on the rack where the thickness is between 1" and 4"
- Must be capable of securing 2 to 6 standard adult-size bicycles
- Design should allow for easy maneuvering of handlebars and pedals and no part of the bicycle or bike rack should extend outside of a 6'x16' footprint

- The rack must be constructed of durable materials capable of withstanding permanent exposure to the elements. Commonly used materials include: powder-coated metal, stainless-steel, polished concrete, composite acrylics or appropriate recycled materials.
- Racks must be designed only with smooth materials that will not easily scratch or damage bicycle finish.

Safety

- Racks should not include excessively sharp edges or points that could be potential hazards for bicycles, cyclists or other pedestrians
- Bicycle rack designs must adhere to Americans with Disabilities Act (ADA) standards such as:
 - To be detected by a white cane, the protruding or leading edge of the rack shall be 27" or less above the sidewalk surface.
 - Between 27" and 80" above the sidewalk surface, protruding or leading edges may overhang a maximum of 12".
 - The top of the bike rack design must be a minimum of 36" tall.
 - Except for the bike rack supporting brackets, the shortest section of the bike rack must be a minimum of 27" tall - enough to be perceived by pedestrians and avoid tripping hazards.
 - The space between rack features must be larger than 9" and smaller than 3.5" to avoid the potential for children trapping their heads.

Selected designs may need to be adapted during fabrication process to meet design, function, safety and ADA standards.

E. Eligibility

The public art project is open to professional artists and artist teams, as defined below, who reside within the **Greater Nashville/Davidson County area** which includes the counties of Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Maury, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson and Wilson County.

Artist Definition

Architects, landscape architects and other design professionals are not considered professional artists under this definition, unless they meet the criteria. Metro Arts defines *professional artist* and *artist team* as someone of least 18 years of age with the following qualifications:

****These qualifications must be demonstrated in artist resume****

Professional artist

1. At least two years of visual art exhibition history, or
2. At least two years of commissioned visual or public art

Artist team

1. Two or more professional artists working collaboratively on a public art project
2. A collaborative team led by a professional artist

Exhibitions, commissions or public art created during or as part of an artist's undergraduate education shall not count towards these criteria. Artists with conflicts of interest as outlined in the Metropolitan Government of Nashville and Davidson County's Public Art Guidelines are ineligible for public art commissions or projects. Artists may reference section VII of the Public Art Guidelines online at <http://publicart.nashville.gov>.

F. Metro Nashville Arts Commission and Public Art Program

The Metropolitan Nashville Arts Commission (MNAC) is a department of the Metro Government of Nashville and Davidson County created in 1978 to provide leadership around arts & culture in Nashville by improving the creative workforce, increasing participation in creative activities and enhancing creative innovation. The MNAC public art program was established in June 2000, with the passage of a public art ordinance. The ordinance dedicates one percent (1%) of the net proceeds of general obligation bonds issued for construction projects to fund public art. The MNAC established guidelines, available online at <http://www.nashville.gov/Arts-Commission/Public-Art.aspx> and named a Public Art Committee (PAC) as a standing committee to oversee the public art program.

II. SUBMISSION INSTRUCTIONS

A. Project Timetable

The following projected timetable should be used as a working guide for planning purposes. Metro reserves the right to adjust this timetable as required during the course of this Request for Proposals process.

EVENT	DATE
Issue RFP	March 3, 2015
Request for Proposals Due	April 10, 2015
Selection Panel	May 14-21, 2015
Award Notification/Artist Contracting Process	June/July 2015
Fabrication	July 2015-July 2016
Installation	Spring/Summer 2016
Dedication	Spring/Summer 2016

B. Inquiries

Direct all questions related to this Call to Artists/Request for Proposals by email only: Van.Maravalli@nashville.gov with Bike Racks in subject line. Deadline for inquiries is **March 31, 2015**. Staff will be unable to answer questions about this RFP after this date. In addition to email inquiries, Metro Arts will host two Q&A events. Staff members will be available to answer questions during an **open office hour** on **March 11th** from **12:00-1:00 p.m.** and a **live web session** on **March 24th** from **12:00-1:00 p.m.** The web session URL will be available on the Metro Arts website <http://www.nashville.gov/Arts-Commission/Public-Art/Opportunities.aspx> . Technical questions

about the online submission process (i.e. image upload, CaFE account set-up, etc.) should be directed to CaFE at cafe@westaf.org.

C. Compliance with RFP

Submissions must be in strict compliance with this *Request for Proposals*. Failure to comply with all provisions of the RFP may result in disqualification.

D. Submissions

All submissions must be received via an online entry found at www.callforentry.org. No hand-delivered or mailed submissions will be reviewed. Artists may submit up to three designs. **IMPORTANT: If you are submitting more than one design, each design will require a separate CaFE application.** DO NOT submit more than one design proposal per application. If more than three design proposals are submitted, only the first three will be reviewed.

This RFP requires the following materials to be submitted via callforentry.org:

Submission Requirements

1. An artist statement of no more than 1000 characters, addressing artist proposal selection criteria and a brief description of the design.
2. 1-4 JPG images of your design (per application) Image specifications can be found here: https://www.callforentry.org/image_prep.phtml.
 - Designs may be hand-drawn or prepared using a computer software program
 - Designs must be on a WHITE background
 - Designs should be easily read by a layperson and include general dimensions and proposed materials
3. Current résumé, not to exceed two pages, including name, address, phone number, e-mail address and website. Resume **must demonstrate** the applicant's qualifications as a professional artist. See E. Eligibility for the definition of professional artist/artist team.
4. References, one-page: List three people with whom you have worked on an exhibit or commission who can describe your experience as a professional artist. Include name, title, address, e-mail and current daytime telephone for each reference.

Submission deadline: All submittals must be received no later than
12:00 a.m. Friday, April 10, 2015, Mountain Daylight Time.
(April 11, 1:00 a.m. Central Daylight Time)

The Contract Specialist at the Metro Division of Purchasing & Contract Management will ensure that only submissions received by the deadline will be accepted.

Incomplete or ineligible submissions will not be reviewed.

III. SELECTION PROCESS

A. Method of Source Selection

The Department is using the Competitive Sealed Proposals method of source selection, as authorized by Section 4.12.040 of the Metropolitan Procurement Code, for this procurement.

B. Selection/ Evaluation Committee

The selection panel for this project will have between five and nine members including at least one visual artist, a design professional and a cyclist to represent the biking community. The chairperson of the selection panel will be the public art committee chair or designee, serving as an ex-officio, non-voting panel member. A technical advisor and someone to address possible fabrication issues will also review the submissions. The Contract Specialist assigned to each project will serve as a non-voting advisory member of the selection panel and be charged with the responsibility of monitoring the process.

C. Selection process

Responses to this Request for Proposals will be evaluated by the selection panel according to the project selection criteria. The panel will recommend artists for this project to the Public Art Committee for action and referral to the Metro Nashville Arts Commission, for final approval and issuance of intent to Award letter based on successful contract negotiation.

IV. RULES AND GUIDELINES

A. Requests for Clarification of Submission

MNAC may check references to assist in the evaluation of any submission.

B. Submissions, RFPs and Presentation Costs

The Metropolitan Government will not be liable in any way for any costs incurred by any artist in the preparation of its proposal in response to this RFP, nor for the presentation of its submission and/or participation in any discussions.

C. Validity of Submissions

All proposals shall be valid for a period of one hundred eighty (180) days from the due date of the Request for Proposals.

D. Rejection of Submission

The Purchasing Agent or designee reserves the right to accept or reject in whole or in part any or all proposals submitted.

E. Americans with Disabilities Act

The successful contractor (artist or team) shall assure to Metro that all services (including but not limited to the design services, as well as any construction, repair, or other infrastructure improvements) made through this contract, if an award is made, shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule published in the Federal Register on July 23, 2004, as has been adopted by Metro.

Questions, concerns, complaints, requests for accommodation, or requests for additional information regarding the Americans with Disabilities Act may be forwarded MNAC's ADA

Compliance Coordinator: Leigh Patton, 800 2nd Ave. South, 4th Floor, P.O. Box 196300, Nashville, TN 37219-6300, Phone: (615) 862-6720.

Individuals who need auxiliary aids for effective communication in the programs, services or activities of the Metro Nashville Arts Commission are invited to make their needs and preferences known to the ADA Compliance Coordinator. This notice can be made available in alternative formats through the office of the ADA Compliance Coordinator, Monday through Friday, 8:00 a.m. until 4:30 p.m.

F. Non-Discrimination

It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this Contract, the artist or artist team certifies and warrants it will comply with this policy.

Notwithstanding any other provision of this Contract, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Artists/Contractors.

Accordingly, all artists/contractors entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Further the Metro Nashville Arts Commission does not discriminate on the basis of age, race, sex, color, national origin, religion, or disability in admission to, access to, or operations of its programs, services, or activities. The Metro Nashville Arts Commission does not discriminate in its hiring or employment practices.

Inquiries concerning non-discrimination policies other than ADA compliance should be forwarded to: Delaine Linville, Department of Human Resources, 222 Third Avenue, Suite 200, Nashville TN 37201, (615) 862-6640.

G. Public disclosure

All submissions are considered public and subject to review upon request after an intent to award has been made.

END OF RFP # 15-1

Artist Contract



**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
XXXXXXX
FOR PURCHASE OF PUBLIC ART SERVICES AND DESIGN OF BIKE RACK**

This contract is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("METRO") and **XXXXXXX** ("ARTIST"). This contract consists of the following documents:

- ***This Contract Document,***
- ***Solicitation, Numbered 12-473,***
- ***Exhibits:***
 - ***Exhibit A, Pricing,***
 - ***Exhibit B, ACH Form for Electronic Payment***
 - ***Exhibit C, Affidavits***
 - ***Exhibit D, MNAC Public Art Guidelines, including Metro Public Art Ordinance BL2000-250***
 - ***Exhibit E, Artist’s Design Proposal***
 - ***Exhibit F, Project Schedule of Performance***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any Properly Executed Contract Amendment (most recent with first priority),***
- ***This Document and All Exhibits,***
- ***Solicitation, Numbered 12-473, and***
- ***ARTIST’s Response and all exhibits***

The parties hereby agree to the following terms and conditions:

I. Duties and Responsibilities of ARTIST. ARTIST agrees to provide and METRO agrees to purchase the following services:

Design for Bike Rack

- A. Artist will submit designs for fabrication by Metropolitan Government of Nashville and Davidson County. Artist allows Metro to fabricate multiples of designs in an unlimited quantity for a period of five years. Design revisions may be required as necessary for

safety, strength, structural integrity, compliance with laws, or as requested by Metro to address Metro's concerns with risk.

- B. Artist shall understand that time is of the essence in the performance of Artist's services under this agreement, and shall complete the Work in accordance with the schedule attached hereto as **Exhibit F**. The schedule can be revised with agreement between MNAC Public Art Manager or designee. Once submitted, amended schedule may not be amended again except by mutual written agreement of the Parties, as provided herein.
- C. Metro's approval of the Final Design shall not release Artist of the responsibility of participating in the revision process for the correction of mistakes, errors or omissions contained in the Final Design, including any mistakes, errors or omissions which may be the result of circumstances unforeseen at the time the Final Designs were developed or approved.
- D. Artist will work with fabricator and be onsite at time of installation to ensure project is completed as designed.
- E. Artist will be available with reasonable advance notice for up to three meetings, ceremonies and like events in Nashville, Tennessee, as necessary.

II. Duties and Responsibilities of Metro

- A. Metro will pay Artist an all-inclusive fixed fee of **\$3,500** (See Exhibit A for details).
- B. Fabrication, installation and site preparation costs will be paid by Metro.
- C. Metro will coordinate design review meetings between Artist and fabricator of bike racks. Metro will manage design review and coordinate fabrication process.
- D. Metro will provide and install a plaque on or near the Artwork containing a credit to the Artist by name, specifying the date of installation, and a copyright notice indicating that the copyright to the Artwork is held by Artist.

III. Term.

- A. The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. METRO contemplates that the contract term will begin on or about June 1, 2012 (beginning date). The initial contract term will end 30 days after completion of contract requirements.
- B. This contract may not be extended by contract amendment. Any option to extend shall be exercised by and in the discretion of the Purchasing Agent. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

IV. Compensation. This contract has an estimated value of \$3,500 over the life of the contract . The pricing details are demonstrated in **Exhibit A**. ARTIST shall be paid as work is completed and METRO is accordingly invoiced based on the following schedule: (check if applicable)

- A. single payment following completion of contract,
- B. monthly as work is completed and approved by METRO,
- C. quarterly as work is completed and approved by METRO,
- D. as milestones as set forth in Exhibit A are completed and approved by METRO,
- E. other (explain)

There will be no other charges or fees for the performance of this contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

V. Electronic Payment. Metro requires as a condition of this contract that the ARTIST shall complete and sign Metro's form authorizing electronic payments to the ARTIST. **Exhibit B.**

VI. Taxes. METRO shall not be responsible for any taxes that are imposed on ARTIST. Furthermore, ARTIST understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

VII. Artist's Representations and Warranties

- A. The Artist represents and warrants that:
1. The Artwork is solely the result of the artistic effort of the Artist, and the Artist is the sole creator of the Artwork;
 2. The Artwork is a unique and original creation of the Artist, which has not previously been created or sold in any form (except any model or illustration which may have been produced by Artist for Metro relating to the procurement of this Agreement);
 3. The Artwork, or duplicate thereof, has not been accepted for sale elsewhere;
 4. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted by this Agreement;
 5. The Artwork is free and clear of any liens from any source whatsoever;
 6. The Artist has the full power and authority, free of any rights of any nature by any other person, to enter into and perform this Agreement and to make the grants of rights contained in this Agreement;

7. All Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
8. The Artwork is not in the public domain;
9. The Artwork does not and will not infringe upon any person's or entity's copyright or any proprietary right at common law; and
10. Artist will not enter into any agreement(s) with any other person or entity in conflict with the terms of this Agreement.

VIII. Copyright, Trademark, Service Mark, or Patent Infringement.

ARTIST shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. ARTIST shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide ARTIST immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable ARTIST to do so. No costs or expenses shall be incurred for the account of ARTIST without its written consent. METRO reserves the right to participate in the defense of any such action. ARTIST shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

IX. Intellectual Property: Rights and Waivers

A. Rights to Artwork; Copyright.

- i) Ownership. The Artwork created under this Agreement shall be the property of Metro. Ownership of the Work shall be transferred from the Artist to Metro upon Metro's issuance of the notice of final acceptance. Metro shall retain copies of the proposal and all written documentation regarding the Work. Upon final acceptance, Metro shall have the right to a copy of all plans, drawings, sketches, designs, and other work of Artist pertaining to the Artwork for maintenance, repair, and historical documentation purposes only, unless otherwise specified below.
- ii) Copyright. Artist shall retain all copyrights not otherwise granted to Metro herein. Artist is responsible for registering the Artwork in his name with the U.S. Register of Copyrights, at no additional cost to Metro.
- iii) Reproductions.

- a) By Artist. Artist shall not create or display three-dimensional reproductions of the Artwork at any location other than Metro, nor shall Artist grant permission for others to create or display three-dimensional reproductions, except with written permission of Metro.
- b) Exclusive License to Metro for Non-Commercial Reproductions. Artist grants Metro the exclusive right to publicly display and reproduce images of the Work by photographic, electronic, digital, mechanical, or any other method that may become available following the installation of the Work, for educational, procurement, public relations, arts promotional, tourism, and other non-commercial purposes. On any such reproductions, Metro will acknowledge the Artist's authorship and provide copyright notification substantially in the following form: Artist's name and date of publication. In the event Metro wishes to use the Artwork for commercial purposes, Metro shall contact Artist to negotiate a separate agreement.
- iv) Publicity. Metro shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork.
- v) Credits. Artist agrees that any reproduction of the Artwork made by the Artist for publicity purposes shall refer to "Metro Nashville Arts Commission, Nashville, Tennessee."
- vi) Notice of Claims. Artist hereby agrees that the Artist shall give Metro written notice prior to asserting any claim pertaining to the Artwork which may arise relating to 17 U.S.C. §§ 101, et seq. Metro shall have at least 90 days from the date of receipt of such notice in which to evaluate and, if so decided by Metro, to cure such claim.
- vii) Third Party Infringement. Metro is not responsible for any third party infringement of Artist's copyrights, and is not responsible for protecting the intellectual property rights of Artist.

B. VARA Rights; Safety Modification; Future Transfer and Relocation.

- i) Artist and Metro acknowledge that the Artist may have certain rights under the federal Visual Artists Rights Act of 1990 (VARA). Pursuant to 17 USC Section 106A, Artist agrees that the rights reserved by Metro as provided in this Section 8-B shall not constitute a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation as contemplated by VARA.
- ii) To the extent that the Work is a Joint Work, this Agreement waives the rights of all authors of the Work.
- iii) Notwithstanding any other provision of this Agreement:
 - i. If Metro believes that the Work presents an imminent threat or hazard to the public health or safety, Metro may authorize the immediate relocation, removal, modification, or destruction of the Work without providing the Artist prior notice or opportunity to buy back the Work.
 - ii. In the event that the Work comes into conflict with laws or regulations, Metro may modify the Work so as to come into compliance with such laws or regulations.

- iv) Artist understands and agrees that Metro may remove, move, or destroy, the Work, and Metro may sell, trade, or otherwise transfer the Work, and that any such action by Metro may subject the Work to damage or destruction, distortion, mutilation, or other modification but shall not constitute a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation as contemplated by VARA..
 - i) However, in the event that Metro decides to take any such action, Metro will first give the Artist an opportunity to buy back (purchase) the Work from Metro, by payment of the total Compensation provided for by this Agreement. If Artist buys back the Work, the Artist will be responsible for all costs associated with the removal of the Work from the Site, clean-up of the Site, and relocation of the Work.
 - ii) Metro will give written notice to the Artist prior to taking such action, and the Artist will have 30 days from the date that the notice is sent by Metro to advise Metro, as specified in the notice, that the Artist will buy back the Work. The Artist must then provide full payment to Metro as requested by Metro to buy back the Work. The Artist is responsible for keeping Metro, pursuant to the Notices provision of this Agreement, advised of Artist's current mailing address, and notice will only be sent by Metro to the address provided by Artist.
- v) Artist's right to buy back the Work is a personal right which terminates upon Artist's death, and does not extend to Artist's heirs, successors, or assigns.
- vi) Reputation. If Metro fails to maintain the Artwork in good condition, or if any significant change occurs to the Artist's Work after its final acceptance by Metro, whether such change is intentional, unintentional, or malicious, and if the Artist makes a written request to Metro that Artist's Work no longer be represented as the work of the Artist, then the Work will no longer be represented as the work of the Artist. Artist may request that all credits to the Artist be removed from the Artwork.

C. **Filming of Artwork.** Artist understands and acknowledges that the Metropolitan Government, pursuant to applicable local laws, regulations, and policies, often issues film permits to persons and entities wishing to film in Metropolitan Nashville and Davidson County, whether still, motion picture, or otherwise. Notwithstanding any other provision of this Agreement, Artist recognizes and permits the Metropolitan Government to issue such permits to persons and entities, to include the Artwork and surrounding site, and Artist holds Metro harmless therefore. Artist will not hold or seek to hold Metro liable in any way for the acts of any person or entity utilizing such a film permit, or for their filming or use of the Work.

D. **Public Records.** Artist understands and acknowledges that the Metropolitan Government must comply with applicable public records laws, and that any and all communications, documents, and materials provided to or obtained by Metro pursuant to this Agreement are likely to be public records, potentially open to inspection, duplication, and publicity by third parties, and Artist holds Metro harmless therefore. Artist will not hold or seek to hold Metro liable in any way for the acts of any such person or entity inspecting, duplicating, or using such communications, documents, and materials.

E. **The provisions of this Section XII shall survive the termination of this Agreement.**

X. Termination

- a. **Breach.** Should ARTIST fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO shall have the right to immediately terminate the contract. Such termination shall not relieve ARTIST of any liability to METRO for damages sustained by virtue of any breach by ARTIST.
- b. **Notice by Metro.** METRO may terminate this contract at any time upon thirty (30) days written notice to ARTIST and a reasonable reconciliation of costs incurred to date.
- c. **Lack of Funding.** Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon written notice to ARTIST.

XI. Maintenance of Records. ARTIST shall maintain documentation for all charges against METRO. The books, records, and documents of ARTIST, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time during those years and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

XII. Monitoring. The ARTIST's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

XIII. METRO Property. Any METRO property, including but not limited to books, records and equipment that is in ARTIST's possession shall be maintained by ARTIST in good condition and repair, and shall be returned to METRO by ARTIST upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property.

- XIV. Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
- XV. Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- XVI. Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- XVII. Compliance with Laws.** ARTIST agrees to comply with all applicable federal, state and local laws and regulations. **Exhibit C.**
- XVIII. Contingent Fees.** ARTIST hereby represents that ARTIST has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a ARTIST or sub contractor ARTIST under METRO contracts. **Exhibit C.**
- XIX. Nondiscrimination.** It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, ARTIST certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's ARTISTs. Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination. **Exhibit C.**

XX. Ethical Standards. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime ARTIST or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

XXI. Indemnification and Hold Harmless. ARTIST will indemnify and hold harmless METRO, its officers, agents and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of ARTIST, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of ARTIST, its officers, employees and/or agents, including its sub or independent ARTISTs, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. METRO will not indemnify, defend or hold harmless in any fashion the ARTIST from any claims arising from any failure, regardless of any language in any attachment or other document that the ARTIST may provide.
- d. ARTIST shall pay METRO any expenses incurred as a result of ARTIST's failure to fulfill any obligation in a professional and timely manner under this Contract.

XXII. Attorney Fees. ARTIST agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event METRO prevails in such action, ARTIST shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

XXIII. Assignment--Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to ARTIST under this contract, neither this contract nor any of the rights and obligations of ARTIST hereunder shall be assigned or transferred in

whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release ARTIST from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO ARTIST UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF ACCOUNTANT

DIVISION OF ACCOUNTS

DEPARTMENT OF FINANCE

Financial Operations

700 2nd Ave South, Suite 310

P.O. Box 196300

Nashville, TN 37219-6300

XXIV. Entire Contract. This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

XXV. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

XXVI. Governing Law. The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the ARTIST may provide.

XXVII. Venue. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

XXVIII. Severability. Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

XXIX. Notices and Designation of Agent for Service of Process.

A. All notices to METRO shall be mailed or hand delivered to:

Department: Division of Purchases
Att'n: Jeff L. Gossage
Addr: 730 2nd Avenue South
Lindsley Hall, Suite 112
Nashville TN 37210

B. Notices to ARTIST shall be mailed or hand delivered to:

ARTIST:
Att'n:
Addr:

Phone: (business)
(cell)

E-mail:

C. ARTIST designates the following as the ARTIST's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:
E-mail:
Addr:

XXX. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the ARTIST and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO PROJECT SCOPE:

Department Head

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Purchasing Agent

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Director of Finance

APPROVED AS TO PROOF OF INSURANCE:

Risk Manager

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Date: _____

ARTIST

Company: _____

BY: _____

Print: _____

Title: _____

**Sworn to and subscribed to before me, a
Notary Public, this _____ day
of _____, 20__ , by
_____, the
_____ of ARTIST**

**and duly authorized to execute this
instrument on ARTIST's behalf.**

Notary Public

My Commission Expires _____

Exhibit A

Pricing

The pricing model for this contract is as follows:

Metro shall pay the Artist an all-inclusive fixed fee of \$3,500 for the artist design fee, project-related travel, consultation throughout project fabrication and installation, plus other artist-related costs, which shall constitute full compensation for all services to be furnished under the terms of this Agreement.

Such fee shall be paid in installments as follows: 2 payments

1 st payment:	\$1,500	To be paid upon execution of this contract by all parties and receipt of an appropriate invoice from the artist.
2 nd payment:	\$2,000	To be paid upon completion of installation and receipt of an appropriate invoice from the artist.

Exhibit B

ACH Form for Electronic Payment

This Exhibit must be completed by the ARTIST to facilitate payment of services.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE

TREASURY DIVISION

ACH (AUTOMATED CLEARING HOUSE) CREDITS

Company Name:

Federal Identification Number or Social Security Number (under which you are doing business with Metro) _____

I (We) hereby authorize the Treasurer of the Metropolitan Government of Nashville and Davidson County, hereafter called METRO TREASURER, to initiate credit entries to my (our) (*select type of account*) CHECKING or SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until METRO TREASURER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford METRO TREASURER and DEPOSITORY a reasonable opportunity to act on it.

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank Official contacted: _____ Phone _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____

NAME(S)

(Please print names of authorized account signatory)

SIGNED _____ DATE _____

SIGNED _____ DATE _____

Phone _____

Please mail to:
Finance - Division of Accts
Attn: Starla Friedmann
222 3rd Ave N Ste 750
Nashville, TN 37201

or Fax to: 615-862-6109
Attn: Starla Friedmann

Exhibit C

Affidavits

State of _____ **County of** _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned

(Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with METRO's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: ARTIST, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, ARTIST certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 20__.

Notary Public

My commission expires: _____

EXHIBIT D

MNAC Public Art Guidelines can be found at <http://www.artsnashville.org/pubartprogram/pubartguide.php> and are a part of this contract.

EXHIBIT E

Design proposal

EXHIBIT F

Schedule of Performance

*All dates are tentative and will be based on Metro's budget and fabrication schedule.

Final Design Revisions and Review with Fabricator: June-July 2012

Fabrication Process: August – December 2012

Installation: January – May 2013

Fabricator Scope of Services

Scope of Work

Fabrication of Artist-Designed Public Art Bike Racks

January 2015

As part of the Phase III Artist-Designed Bike Rack Public Art Project, Metro Arts is seeking a fabricator to fabricate and install artist-designed bike racks.

- The selected fabricator shall create racks based on rough design documents provided by Metro Arts' contracted artists.
- The bike racks must comply with ADA regulations and national bike parking standards. In coordination with the artists, designs may need to be altered to meet these Guidelines.
- A portion of the rack must allow for a bicycle to be secured using a standard 4" U-Lock, additional design accommodations for 2" U-Lock is preferred but not mandatory.
- Fabricator in consultation with artist and Metro Arts will determine the optimal materials for each bike rack. The materials used should have a high degree of durability, should be appropriate for the design and result in a high-quality, long-lasting bike rack.
- Site preparation will be coordinated and paid by Metro Arts. However, fabricator should provide exact specifications for each bike rack installation requirements. Fabricator should review and study existing sites to determine if design modifications are needed for each bike rack design in order to install properly, i.e. study existing site grade.
- Fabricator shall engineer, in consultation with each artist and Metro Arts, an anchoring system for each bike rack design, which should be as discreet as possible.
- Fabricator will install each bike rack.
- Once designs are provided to fabricator, the fabricator will have 2 to 3 weeks to review designs. Following that time period, the fabricator will provide a budget to Metro Arts for each rack which includes: all materials needed to complete the project; fabrication of rack; administration and coordination time for each design, which includes 2 to 3 meetings with artists; plus storage of racks (if needed) and delivery to installation sites and installation.
- Fabricator should also provide a detailed timeline that incorporates fabrication, coordination with artists/Metro Arts on any alterations of design, delivery for installation in accordance with project schedule. All bike racks should be fabricated and installed within one year of fabricator receiving designs.

Bike Rack Designs and Design selection process:

- During April and May of 2015, Metro Arts will manage a selection process to procure artist designs for 5 to 7 bike racks.
- The designs will be provided to the fabricator in June or July 2015.

- The artists' designs will be provided to Metro Arts with roughly described materials, dimensions and colors, but will not necessarily be drawn to scale or have been reviewed for engineering feasibility.
- Metro Arts will rely on fabricator to advise on best materials, scale, colors/paint processes and engineering.
- Fabricator must be open to and willing to negotiate and work with artists on their design.
- Fabricator will be asked to meet with selected artists' group at an informal meet and greet in June. Metro Arts will facilitate additional one-on-one appointments with each artist and fabricator to discuss artist's design vision, optimal materials and appropriate scale. Fabricator will hold meeting at 50% completion of fabrication for artist to inspect bike rack and can request additional meetings with artists as needed for the project.

In response to this (*RFP*), fabricator/sculptor should provide:

1. Three references of previous clients (name, address, email address and phone number)
2. At least five examples of prior work. (Jpeg images should be no larger than 1 MB each.) Provide detailed information about images, which should include budget information and project descriptions, including materials used and dimensions of final product.
3. Detailed project/fabrication timeline
4. Detailed budget

ARTWORK NAME



Artist Name

• 2013 •

For more info, visit publicart.nashville.gov

METRO ARTS
A PROJECT OF THE METROPOLITAN NASHVILLE ARTS COMMISSION FUNDED THROUGH THE PERCENT FOR PUBLIC ART PROGRAM

PUBLIC ART BIKE PARKING



Press Announcement



Jennifer Cole, Executive Director

Metropolitan Nashville Arts Commission

Physical Address: 800 2nd Ave. S, 4th Floor
Nashville, TN 37210

USPS: PO Box 196300
Nashville, TN 37219-6300

arts@nashville.gov
(615) 862-6720

Karl F. Dean, Mayor

FOR IMMEDIATE RELEASE

CONTACT: Jennifer Cole
Metro Arts
(615) 862-6733
Jennifer.Cole@nashville.gov

Greg Bailey
Bailey & Company
(615) 948-9625
greg@gregbaileypr.com

DEAN DEDICATES NEWEST COLLECTION OF ARTIST-DESIGNED BICYCLE RACKS Cyclists' Gallery Extends Throughout Community With Seven New Pieces Installed

NASHVILLE, Tenn., Oct. 22, 2013 – Mayor Karl Dean today dedicated seven artist-designed bicycle racks, new additions to the city's growing public art collection, at a bicycle rodeo at Fannie Mae Dees Park, popularly known as the Dragon Park. Dean was joined by District 18 Councilperson Burkley Allen, Metropolitan Nashville Arts Commission (Metro Arts) Chair Paula Roberts, Metro Arts Executive Director Jennifer G. Cole, members of the Metropolitan Nashville Arts Commission and dozens of residents who cycled to the park to attend the event.

Local bicycle groups including Eastside Cycles, Green Fleet Bicycle Tours and Nashville B-Cycle offered prizes to families that cycled to the event and Green Fleet's "Bike Bus" was on hand. The rack in the park was designed by Joelton, Tenn., artist Michael Allison, titled *Lotus*, which is made from recycled bike frames that compose the colorful organic design.

"This new series of bike racks reflect the diversity of our neighborhoods and the spirit of our city with their design and locations," Mayor Dean said. "Locating the racks in parks, at a commuter train station, a police precinct, a community center and in the vibrant 12 South neighborhood helps offer connectivity to community spaces in our city."

With today's dedication, there are now 14 artist-designed public art bike racks across Metropolitan Nashville-Davidson County. The installed racks are:

- *Air Wave*, designed by Suzy Hendrix, a Memphis artist, and installed at the new Madison Metro Police precinct, 400 Myatt Dr.; (*opens January 2014*)
- *City Iris*, created by Jessica Eichman, a Nashville visual artist and graphic designer, located in Hermitage Park, 3720 James Kay Lane in Hermitage;

- *Lyrical Rider*, created by Anthony Novak, a Nashville sculptor and restoration artisan, located at the Coleman Park Community Center, 384 Thompson Lane;
- *On Air*, designed by Samantha Griffith and Jen Pellerin, both from Mt. Washington, Ky., installed in Morgan Park, 411 Hume St.
- *Pedal Petroleum*, designed by William Buffett, a Nashville-based artist, located at the Donelson train station, 2705 Lebanon Pike;
- *Soundboard Sliders*, designed by Duncan McDaniel, a Nashville visual artist, located in the 12 South neighborhood at 2318 12th Avenue S.;

The bicycle rack designs were chosen by a citizen selection panel under the Metro Arts' Public Arts Committee from a total of 62 submissions, according to Cole. Three additional bike rack designs are currently in fabrication and will be installed as part of neighborhood streetscape projects in midtown, Inglewood and the new Lentz Public Health Center later in 2014.

"Our gallery of bike racks are some of the most-popular pieces in our public art collection, and they can now be found in neighborhoods all over the city. Public art helps define us as a creative community, and we will continue to seek opportunities to locate artwork where it will enhance the streetscape and add a touch of creativity to a specific neighborhood," Cole said.

The winning designs were selected on the basis of artistic merit, context, functionality, and durability.

Metro's New Buildings Pay for Public Art

The bike racks project is part of a larger initiative designed to make public art a reality throughout the city and to enrich the lives of all Nashvillians. In 2000, a Metro ordinance was passed that earmarks one percent of the net proceeds from general obligation bonds issued for new or major renovation construction of Metro facilities, to be set aside for the creation of new public art projects.

About the Metropolitan Nashville Arts Commission (Metro Arts)

The Metropolitan Nashville Arts Commission, a commission of the Metropolitan Nashville Government, provides leadership that stimulates and advances the arts to enrich the human experience for the community. Metro Arts receives operational support from the Tennessee Arts Commission, and additional information is available online at www.artsnashville.org.



Event Run of Show



Bike Rack Dedication

Lotus

Fannie Mae Dees Park (Dragon)

2400 Blakemore Ave., Nashville, TN 37212

Oct. 22, 2013, 3 p.m.

Run of Show

- 3:08** Welcome—Council Member Burkley Allen
Welcome Guests
Acknowledge Elected Officials—Council Members, etc.
- 3:10** Metro Arts Remarks—Jen Cole, Executive Director
Jen Talks about project, thanks Project Partners: Bellex (fabricator), Metro Parks, Public Works, General Services, Metro Transit Authority
Event Partners: Cumberland Transit, Eastside Cycles, B-cycle, Green Fleet, Our Town, Metro Water
- Recognize artists in attendance:*
Michael Allison, Lotus
William Buffett, Pedal Petroleum, Donelson Train Station
Jessica Eichman, City Irises, Hermitage Park
Duncan McDaniel, Soundboard Sliders, 12 South
Anthony Novak, Lyrical Rider, Coleman Community Center
Suzy Hendrix, Air Wave, Madison Police Precinct
- 3:13** Mayor Dean
- 3:20** Mayor and Artist Michael Allison draw names for prizes
- 3:30** Jen – *close out and thanks for attending, ask people to participate in the Our Town project and have a Las Paletas popsicle!*

Contacts:

Jennifer Cole, PHONE

Caroline Vincent, PHONE

ACKNOWLEDGMENTS

This toolkit was created as part of the Leading Organizations pilot through Creative Exchange, a national pilot highlighting the work of innovative arts organizations and artist communities across the United States. Thanks go to all the participating organizations and their creative staff for their work in creating the Leading Organization toolkits:

Greater Pittsburgh Arts Council, Pittsburgh, PA: Tiffany Wilhelm, Mitch Swain, Christiane Leach

MACLA / Movimiento de Arte y Cultura Latino Americana, San Jose, CA: Anjee Helstrup-Alvarez, Joey Reyes, Sharon Benitez

Macon Arts Alliance, Macon, GA: Jonathan Harwell-Dye, Stephanie Fritz

Metro Arts, Nashville, TN: Jennifer Gilligan Cole, Caroline Vincent, Rebecca Berrios

Springboard for the Arts, St. Paul & Fergus Falls, MN: Laura Zabel, Carl Atiya Swanson

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Key support for Creative Exchange comes from the John S. and James L. Knight Foundation, the Kresge Foundation and the Surdna Foundation. Find stories of artists with impact and more toolkits for creative projects at www.springboardexchange.org.