



Public Art Program | Cultural Arts Division  
Parks, Recreation & Cultural Resources Department  
Town of Cary  
316 N Academy Street, Cary, NC 27518  
919-465-4791 | [denise.dickens@townofcary.org](mailto:denise.dickens@townofcary.org)

## Request for Qualifications

Higgins Greenway Public Art -PR1278

Budget \$46,400

Deadline to Apply: 11:59 p.m. (EST) | February 23, 2020

### Project Summary

The Town of Cary desires to integrate public art into the Phase III new segment of Higgins Greenway that extends from Union Street to Kildaire Farm Road and incorporates the historic Hillcrest Cemetery built in 1840. This RFQ announces a call to artists to focus attention along the Higgins Greenway of the historic cemetery by transforming the visual experience while honoring this cemetery in Cary's history. The following opportunities include gates and entry features at entry and exit segments of the cemetery, seating, and special paving treatment of the greenway.

Section through Hillcrest Cemetery



### Vision and Context

The Hillcrest Cemetery is significant as the final resting place of men and women who made contributions to Cary's social, economic, political and religious growth and development during

the 19th and 20th centuries. The cemetery received a Historic Landmark Designation in 2014 and is owned and maintained by the Town. The cemetery is surrounded by neighborhoods and is in an older section of downtown Cary. The Town of Cary acquired most of the cemetery in several transactions during the 1960s and 1970s, making it the town's only municipal cemetery. For more information, read the [Landmark Designation Report](#). The Town commissioned public art along Higgins Greenway with the installation of [Bowstring Vines](#) by artist Michael Stutz on a major pedestrian bridge spanning US1 & Hwy 64.

The previous two phases of the Higgins [Higgins Greenway](#) have been completed and extend from SW Maynard Road to Union Street near [Dorothy Park](#). Phase III of the Higgins Greenway will start where the greenway currently ends at Union Street and will complete the Higgins Greenway to fill a gap in the greenway network and increase connectivity between Downtown Cary and the surrounding neighborhoods.

This project will extend the greenway eastward to Kildaire Farm Road near Cary Elementary School and [Kay Struffolino Park](#). From there users can use sidewalks to access Downtown Cary destinations such as the [Cary Arts Center](#) and [Downtown Park](#). This project is part of a larger goal of connecting Downtown Cary to the rest of the town's greenway network. The greenway will run along a mostly wooded corridor next to residential developments and through the property of two churches with the most unique element being the portion that passes through the Hillcrest Cemetery.

[2019 Higgins Greenway Site Map](#)

[Fact Sheet](#)

## Artwork Goals & Priorities

The Public Art Program seeks to commission works of art of enduring quality that advance public understanding of visual art and enhance the aesthetic quality of public places through the selection of a qualified artist or artist team who can innovatively and thoughtfully design within the context of this project.

### Project Goals:

1. *Artwork is integrated into the overall design of the greenway and consistent with existing cemetery landscape but could become a distinguishing landmark(s) for the cemetery entry and exit points.*
2. *Artwork emphasizes nature and/or history and encourages respectful and thoughtful passage near a historic cemetery.*
3. *Artwork is made of stone, metal or other permanent material suitable for entry feature, gates, paving surface treatment, and seating.*
4. *Consider themes that encourage reflection of Cary's history and its citizens interred at the cemetery or reflection on the ceremonial traditions of burial.*
5. *Consider long-term maintenance requirements.*

## Project Budget

**Initial Budget: \$46,400** – Contract for Design and Construction/Fabrication/Installation

The estimated budget will be inclusive of artist fee, schematic design, fabrication and installation (where applicable), all delivery costs, documentation and administrative time. “Initial budget” is expected to have additional funds added from Construction Credits that would be available for gates and seating that would already be part of the construction budget for the project.

**Stipend for Finalists:** Up to three (3) finalists will receive a \$1,200 stipend to cover all costs for proposal development and Site Visit if necessary.

## Application Deadline

Applications must be received <https://www.hightail.com/u/DeniseDickens-PublicArt>

**Midnight/11:59 p.m. E.S.T. on Sunday, February 23, 2020.**

Finalists will have 4 weeks to 2 months to produce their proposals after the initial selection round.

## Submittal

a) Ten digital images of previously completed artwork, presented in a PowerPoint and formatted as follows:

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PowerPoint Slide background: black.

Slide 1: Artist or Artist team names only.

Slide 2 thru 11: One image per PowerPoint Slide, with a title (at the top) and no other descriptive text.

Titles should correspond with titles on the printed image list (see below).

b) One copy of an annotated, image list identifying images by number and listing media, size of the work (H x W x D), title, date and a brief description of the artwork if necessary. If the work involves a design team, please indicate which part of the project you were responsible for completing.

c) One copy of a written preliminary statement, not to exceed one page, which addresses the artist's interest in this project and a preliminary statement describing how you would consider and approach the project (**please note this is not intended to be a description of a specific proposal/idea**). Artists interested in integrated artwork opportunities are strongly encouraged to

submit a preliminary statement of approach. The statement must be submitted on white paper and in no less than a 10-point font.

d) One copy of a current resume or curriculum vitae. The resume should be no more than three pages and printed on white paper in no less than 10-point font.

e) Three (3) current references with current contact information.

## Selection Process

Artists may be selected directly from initial submitted applications. The selection panel may also elect to interview a limited number of finalists from among the initial applications. Finalists may be required to develop more specific preliminary proposals prior to final selection. The primary criteria for selection will be previous artistic accomplishment as demonstrated in images of previously completed artwork, design team experience, understanding and experience of landscape architect or engineer-led teams, and an initial approach to the project as demonstrated in the preliminary statement of approach for the project.

## Artist Selection Panel

Representatives of the Design Team, Town Staff, Public Art Advisory Board, Friends of Page-Walker (History) and neighborhood representative will participate on the committee. Members have expertise in public art, visual arts, urban design/planning, and are engaged in the preservation of history and cultural life of Cary. Non-voting advisors to the panel may include the consulting project architect or engineer, and additional city staff. The role of the Public Art Program staff is to facilitate the selection process. The final recommendation of the selection panel will be reviewed by the Public Art Advisory Board; and may include the Mayor and Town Council prior to the award of contract.

**Eligibility:** Applicants must be age 18 or older, and are eligible regardless of race, color, religion, national origin, gender, gender identification, military status, sexual orientation, marital status, or physical ability.

## Estimated Timeline:

February 23	Deadline application
Feb/March	Initial Selection Meeting
April	Finalist Interviews and Panel Recommendation
May 1	Application Status Notification
Varies	Town approval process and Award of Contract
2020	Artist begins Design Work
2021	Construction

## Community Engagement:

Once a contract is signed, the selected artist will return to Cary for a site visit, prior to further developing their proposal concept. The artist will meet various project stakeholders and interact with the public in a workshop hosted by the Friends of Page-Walker and Town of Cary.

**For Additional Information on this Project:** Contact Denise Dickens 919-465-4791 or [denise.dickens@townofcary.org](mailto:denise.dickens@townofcary.org)

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## SAMPLE Town of Cary Contract Requirements

### TOWN OF CARY STANDARD TERMS AND CONDITIONS

The following Town of Cary Standard Terms and Conditions will be attached to the Base Contract and attached herein as a part of this RFQ. The Town of Cary the Standard Terms and Conditions controls over inconsistent, ambiguous or contrary terms and conditions within this RFQ and the Base Contract.

1. Definitions. For the purpose of this Standard Terms and Conditions ('Standard Terms'), the following definitions apply together with definitions contained in the body of these Standard Terms.

*Base Contract* – means the contract to which this is attached together with RFP and Proposal (if any).

*Contract* – means Base Contract together with this Standard Terms and Conditions ('ST&C').

*Contractor's Services* or *Services* – mean all products and services to be provided by Contractor under Contract.

*Proposal* – means Contractor's proposal as accepted by Town.

*RFQ* – means an 'request for qualifications', 'call for artists', or the like.

2. Contractor Representations and Warranties. By executing Contract, Contractor represents and warrants that now and continuing for the term of Contract:

- a. Contractor is fully qualified, skilled and capable of performing Services in a fully competent, professional and timely manner; shall exercise reasonable care and diligence in performing Services; shall act in accordance with generally accepted standards of Contractor's practice throughout the U.S.;

and shall comply with Contract and with all applicable federal, state and local laws, ordinances, rules and regulations (collectively 'Laws and Regulations');

b. Contractor possesses all necessary licenses and certifications;

c. Contractor shall perform all Services in a timely manner in accordance with all schedules for the project or required under Contract, time being of the essence;

d. Contractor shall work in good faith with Town to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of Contract;

e. The individuals signing Contract have the right and power to do so and bind Contractor to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

3. Deliverables; Taxes. If Services include the delivery of deliverables to Town, Contractor shall submit to Town all deliverables, including reports, technical memoranda, testing protocol, designs, drawings, specifications, electronic databases and the like (collectively 'Deliverables') in electronic form in read-only MS-Windows compatible format (including pdf formats). All drawings shall be PDF generated and shall be provided on electronic media downloadable. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the Town of Cary's Web site must be provided in a manner and format compatible, consistent, and in compliance with all Town technology standards. Such materials must be provided in PDF versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters for all graphics.

Unless otherwise provided, Contractor is responsible for all applicable taxes and license fees and shall acquire all licenses and permits as required by Laws and regulations.

4. COPYRIGHT: TOC'S RIGHT TO REPRODUCE IMAGES. The ARTIST shall retain the copyright and all other rights in and to the work, provided that TOC is hereby granted an irrevocable license to graphically reproduce (through photography or otherwise) the images of the design or designs, including but not limited to, the project proposals and all preliminary studies, models, maquettes, drawings, reports, and all documents thereof that have been delivered to and accepted by TOC, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by TOC, for municipal and educational (e.g., public information, etc.) purposes. On each such reproduction undertaken or authorized by TOC, the TOC shall be required to credit the ARTIST, using designations provided by the ARTIST, to be the creator of the original design thereof, provided that reproductions of any preliminary studies, models and maquettes are represented as such,

and shall not be identified as or represented as the finished ARTWORK. The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.

Upon written correspondence from the ARTIST to the TOC, the ARTIST may request use of the ARTWORK design(s) determined not to be of use to the TOC. If for any reason the proposed ARTWORK Design(s) are not implemented or planned to be implemented within **ten years** of the execution of this Agreement, all rights to the proposed ARTWORK(s) shall revert to the ARTIST. ARTIST shall not reproduce for any other entity Exact ARTWORK Designs implemented for the TOC.

The ARTIST grants to TOC the right to display, screen or share the design and images of the final ARTWORK as part of normal TOC activities without obtaining express written permission from the ARTIST. This agreement shall not allow the TOC to alter the design in any way, or to profit from the display of the design and final ARTWORK, without the express written permission of the ARTIST.

5. Compensation, Default, Termination and Suspension.

- a. Compensation. Compensation shall be as set forth in Base Contract, and is the total price for all Services. Compensation shall be paid at completion of Services unless specifically provided otherwise. At completion of Services, or the relevant phase (if applicable) Contractor shall submit invoices showing all Services performed, and such other details as may be required by Contract. Town shall pay invoices for which it makes no objection within 30 days of receipt of invoice.
- b. Termination/Suspension for Convenience of the Town. Unless specifically provided otherwise, this Contract may be terminated without cause by the Town and for its convenience upon ten (10) days written notice to Contractor. Town may order Contractor in writing to suspend, delay or interrupt all or any part of Contractor's services for the convenience of Town.
- c. Termination after Breach. After seven (7) days written notice to the other party of its default or breach, this Contract may be terminated by the noticing party.
- d. Compensation after Termination. (a) In the event of termination for the convenience of the Town, Contractor shall be paid that portion of Compensation that it has earned to the date of termination, plus and amount equal to (i) five percent (5%) of Compensation earned to date of termination or (ii)

Contractor's unearned Compensation, whichever is less, less any costs or expenses incurred or anticipated to be incurred by the Town due to errors or omissions of Contractor. (b) In the event of termination by reason of a material breach by the Town, Contractor shall be entitled to the same Compensation as it would have received had the Town terminated for convenience, and the Contractor expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination. (c) In the event of termination by reason of a material breach by Contractor, Contractor shall be paid that portion of Compensation that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by Town due to errors or omissions of Contractor or by reason of the Contractor's breach.

e.. Provide Complete Documents. Should Contract be terminated for any reason, Town shall, nevertheless, have the right to require Contractor to (a) turn over to Town all finished, or unfinished Documents and (b) perform such additional effort as may be necessary to providing professionally certified and sealed drawings and to delivering to Town such certified and sealed drawings with respect to any phase or item of the Contractors services, for which effort the Contractor shall be compensated in accordance with Contract.

6. Insurance. Contractor shall purchase and maintain during the period of performance insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance (including broad form contractual liability and complete operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of the Contractors employees or any other person and to real and personal property including loss of use resulting there from; Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury or death, and property damage; and Professional Liability Insurance (if applicable) covering personal injury, bodily injury and property damage and claims arising out of or related to Contractor's performance under Contract.

The minimum insurance ratings for any company insuring the Contractor shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, the Town may, at its option, require the Contractor to purchase insurance from a company whose rating meets the minimum standard. Contractor's insurance carrier(s) shall be licensed and admitted to do business in the state of North Carolina. If Contractor is unable to find a licensed and admitted carrier for any line of insurance coverage, Contractor shall notify Town in writing.

Unless otherwise specified on Attachment 1, minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Commercial Automobile Liability	\$1,000,000 CSL
Workers Comp	Statutory Limits
Employers Liability	\$ 500,000 per occurrence

All insurance policies (except Worker's Compensation and Professional Liability) shall name the Town as an additional insured party. Evidence of such insurance shall be furnished to the Town, together with evidence that each policy provides that the Town shall receive not less than thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, Contractor shall procure substitute insurance so as to assure the Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

7. Indemnification.

a. General Indemnity. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by Contractor of any term or condition of Contract, (b) any breach or violation by Contractor of any applicable Law or Regulation, or (c) any other cause resulting from any act or failure to act by Contractor under this Contract, but only to the extent caused by any negligence or omission of Contractor. This indemnification shall survive the termination of Contract.

b. Intellectual Property Indemnity. ARTIST shall indemnify and hold the Town of Cary harmless from and against any and all claims, losses, liabilities, costs, expenses, charges, and damages arising from, or relating to, the contractual agreement, including but not limited to attorney's fees, with respect to any cause arising out of, resulting from, or in connection with (a) any breach by the ARTIST of any clause, condition or provision of the contract; (b) any breach or violation by the ARTIST of any applicable criminal or civil law; or (c) any other cause resulting from any act or failure to act by the ARTIST in accordance with the contract. The ARTIST shall promptly assume the defense of any claim, suit or action within the scope of this indemnification at its expense, upon being notified thereof. This indemnification shall survive termination of Contract.

8. Prohibited Contract terms. In no event shall there be any of the following without Town's express prior written agreement: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law (N.C.G.S. §132-1 *et.seq.*).

9. Independent Contractor. Contractor is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors.

10. Public Records. Contractor acknowledges that that records in the custody of Town are public records and subject to public records requests. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Contractor, the Town will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1). Any definition of "confidential," "confidential information," "trade secret," or the like contained in Base Contract is hereby disclaimed and deleted.

11. Amendments to Contract. Contract may only be amended in a writing signed by the parties.

12. Dissemination of Information. The Town takes efforts to assure that accurate information about the Town is disseminated such that neither the public trust nor the public's perception of Town impartiality is compromised. Contractor, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning the Services without prior approval from Town. Any approval given by the Town may be given with certain stipulations, such as Town participation in the creation of the public product or Town review and the option to refuse ultimate release of the final product should it fail to meet the Town's standards and goals. Publicly disseminate means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or Contractor's business collateral pieces. Notwithstanding the foregoing, the parties agree that Contractor may list Town as a reference in response to requests for proposal and may identify the Town as a customer in presentations to potential customers.

13. Limited Assignment/Delegation. Contractor shall not assign or transfer its interest in, nor delegate its duties under, Contract without the Town's written consent. The Town's consent shall not release Contractor of an obligation under Contract. If Contractor utilizes approved subcontractors, Contractor shall be responsible for the scheduling, completeness, quality, accuracy and timeliness of all their work. Town has the right to request that any subcontractor be replaced due to unsatisfactory performance.

14. Governing Law. Contract and the Services shall be governed by the laws of the State of North Carolina. Any and all suits or actions related to Contract shall be brought in Wake County, North Carolina.

15. Severability. If any provision of Contract is held as a matter of law to be unenforceable, the remainder of Contract shall be enforceable without such provision.

16. Non-Exclusive Remedies/No Waiver. The selection of one or more remedies for breach shall not limit a party's right to invoke any other remedy available under Contract or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

17. Survival. All representations, indemnifications and other terms and conditions of Contract which by their nature should survive Contract termination shall survive its expiration or termination.

18. Conduct: Town has adopted a Mission Statement and Statement of Values. To support these values, Town has published Working with the Town of Cary—A Guide for Temporary Employees, Contractors, Consultants, and Volunteers. To the extent consistent with the terms and conditions of Contract, Contractor agrees to support and abide by the policies and elements contained in the chapters titled 'Our Culture' and 'Working with the Media' in such publication.

19. Notice. All notices shall be in writing and delivered to the other party by personal delivery, commercially recognized overnight courier service, or prepaid U.S. certified mail, return receipt requested, addressed as follows:

to Contractor: To the Contractor's address provided in Contract, or as otherwise specified in writing to Town by Contractor.

to Town: Project Manager, Town of Cary, 316 N. Academy St. PO Box 8005, Cary, NC 27512-8005. Contractor shall specify Project Manager by full name, and shall include name of Project.

Notice shall be effective upon the earlier of: (a) actual receipt; or (b) 3 days after deposit in the U.S. mail or other service. Each party is responsible for notifying the other of any change of address.

20. Gifts and Favors. Contractor shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.

21. Nondiscrimination. Neither party shall discriminate on any prohibited basis.

22. Dispute Resolution. If Services are performed in connection with a construction contract subject to GS § 143-128(g), and a dispute arises with an amount in controversy that exceeds \$15,000.00 Contractor shall participate in the Town's dispute resolution process.

23. Electronic Version of Contract. Town may convert a signed original of the Contract to an electronic record pursuant to a North Carolina Department of Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Contract shall be deemed for all purposes to be an original signed Contract.

24. Verification of Work Authorization. Contractor, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

25. No Third Party Beneficiaries. Unless otherwise explicitly stated, there are no third party beneficiaries to Contract.

**END**