

## A CALL TO ARTISTS – REQUESTS FOR PROPOSALS DOWNTOWN GREENWAY TRAIL HEAD PUBLIC ART SCULPTURE

HUNTERSVILLE, NC

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### 1.0 PURPOSE

The Town of Huntersville, Huntersville Public Art Commission (PAC), & Huntersville Greenway, Trail, and Bikeway Commission (GTBC) are soliciting proposals for a prominent outdoor sculpture to be installed at the new Downtown Greenway Trail Head located on NC 115 near intersection of NC 115 / Gilead Rd.

The sculpture is intended to be a representative/reflective piece that fits the theme of the Town of Huntersville greenway, trail, and bikeway system, “The Huntersville Vine”. The sculpture must fit within the confines of the site (site plans and renderings are included herein – Attachment A) and can incorporate multiple building materials, including but not limited to metal, glass, stone, brick, and concrete. The sculpture must conceptually link with the surrounding landscape and infrastructure and must be able to withstand the elements.

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### 2.0 ELIGIBILITY REQUIREMENTS

To qualify, artists must:

- Be 18 years of age or older and live in the United States.
- Have previously created public art, large-scale works, or exterior projects on their own or as part of an artist team.
- Carry personal liability insurance for the duration of the project
- Be willing to meet all contractual obligations and adhere to the strict timeline and budget.

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### 3.0 SELECTION PROCESS

Applications must be submitted to Tracy Houk, PO Box 2879, Huntersville NC 28070, by November 05, 2021 following the guidelines provided below.

Proposals will be reviewed by a committee made up of Huntersville Public Art Commission, Huntersville Greenway, Trail, and Bikeway Commission, and Town of Huntersville Staff. This committee will select up to 3 finalists to interview about their qualifications. Finalists will have at least one week to prepare for their interview and must bring a resume and a simple concept sketch of their idea to the interview and be prepared to discuss their qualifications and ideas.

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### 3.1 SELECTION CRITERIA:

Artists will be selected based upon the following criteria:

- Work of the highest caliber and effective execution
- Demonstrate a mastery of sculpting or fabricating large public art pieces.
- Experience of working within program guidelines
- Ability to complete work within a specified timeframe and budget
- Artistic style that will create visual impact on pedestrian and bicycle traffic
- Demonstrated ability to effectively and evocatively incorporate the themes and concepts requested

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### 4.0 BUDGET:

The Public Art Commission currently has \$10,000 secured from a private donation. Town staff has applied for two, \$10,000 grants and will hear back on those in Spring 2022. Any additional monies needed for the project will be raised through sponsorships/grants. The artist is expected to budget all costs associated with the fabrication and installation of the sculpture. This includes design, materials, fabrication, supplies, shipping, travel, lodging, equipment, etc. Partners involved with this project may be able to provide additional assistance in locating and obtaining materials or equipment.

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### 5.0 PROJECT TIMELINE:

**Proposal submissions due:** November 5, 2021

**Committee reviews proposals:** November 8, 2021 (PAC Meeting)

**Finalists Announced:** November 9, 2021

**Finalists interviewed:** November 9-30, 2021

**Winner Announced:** December 1, 2021

**Design development:** December 1-15, 2021

**Design approval by all partners:** December 20, 2021

**Fabrication:** January 1 – May 31, 2022

**Installation:** June 2022 (*dependent upon weather & final construction details*)

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## 6.0 SUBMISSION PROCESS:

To apply, please fill out the attached form completely and thoroughly and email it to Tracy Houk, [thouk@huntersville.org](mailto:thouk@huntersville.org) or mail it to:

**Tracy Houk**

Parks & Recreation

PO Box 2879

Huntersville, NC 28070

Phone: 704-766-2227

SUBMISSIONS MUST BE COMPLETE AND MUST ARRIVE BY NOVEMBER 5, 2021 - 12:00 PM TO BE ELIGIBLE.

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## 6.1 SUBMISSIONS MUST INCLUDE:

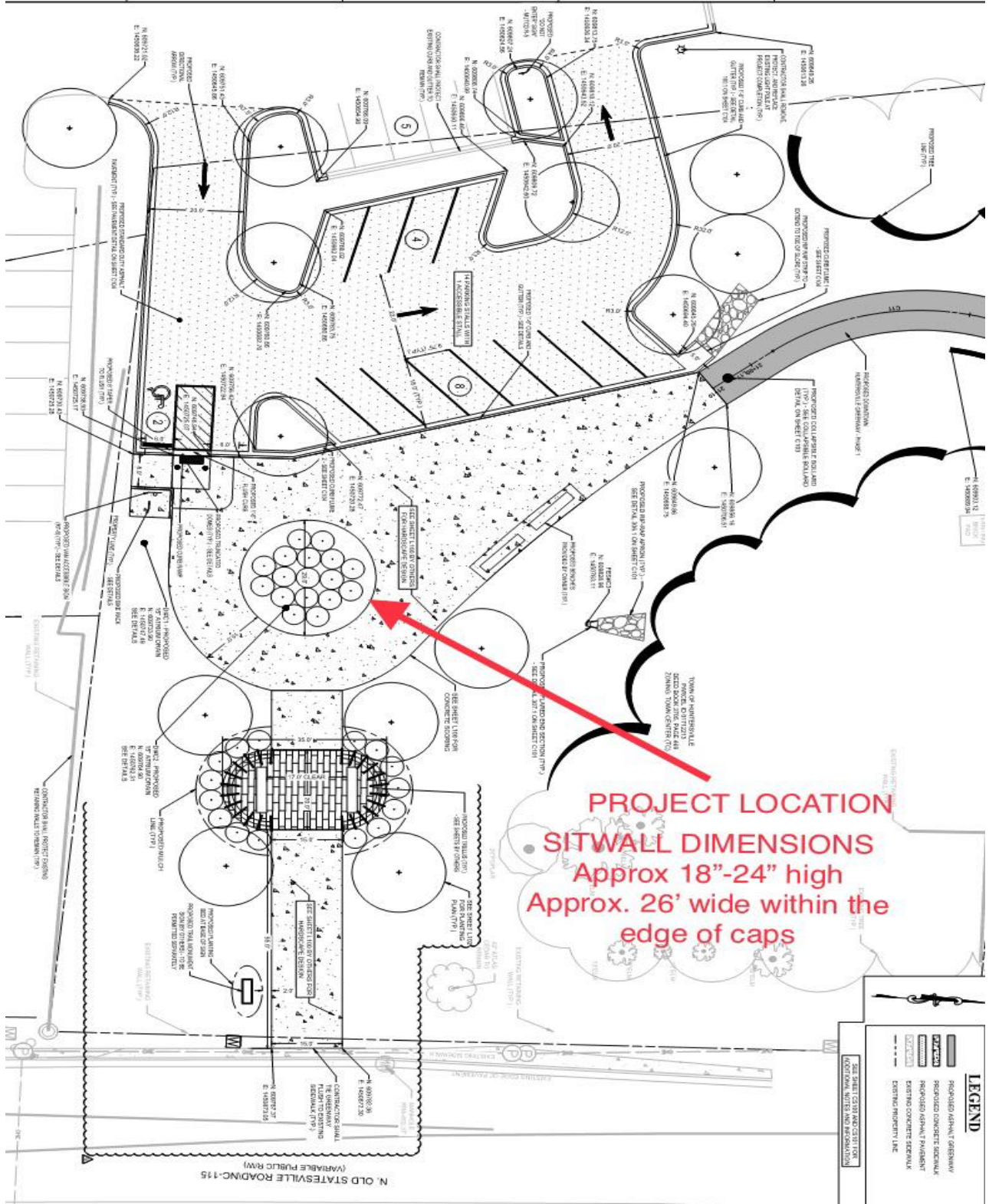
1. **A Statement of Interest** (no longer than 1 page) in which you highlight:
  - a. Your interest in this project
  - b. Your professional qualifications
  - c. Your concept for this project
  - d. A Concept sketch or other visual representation of your ideas for the piece
2. **Current Resume or CV** (no longer than 3 pages)
3. **Work Samples:** Each artist may submit no more than 10 work samples. If mailing, please send on 1 flash drive or in 1 binder. Binders may contain no more than 10 pages. Submit examples of sculpture that best represent your experience, style, and ability. In addition, you may also submit images of any other work (large scale or otherwise) that best represents your work over the past 5 years. Please include a document or labels that provides details about your work samples. If

possible, submit in-progress photos along with images of the completed sculpture.

**4. Contact info as follows:**

- a. Artist Name:
- b. Mailing Address:
- c. City/State/ZIP:
- d. Day Phone:
- e. Evening Phone:
- f. Email:
- g. Website:

ATTACHMENT A



## ATTACHMENT B

### STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give

the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.

6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by the law the Firm shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.
9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents, and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **Anti-Discrimination.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all

Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. **Applicable Laws and Courts.** All Town Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
14. **Codes and Permits.** When applicable, the Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1, and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg,



and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. Contractor warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by the Town of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.

20. **Quality and Workmanship.** All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
  24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
26. **Verification of Work Authorization.** Contractor shall comply with, and require all

- contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
27. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
  28. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
  29. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
  30. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
  31. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
  32. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.