

Request for Qualifications (RFQ)
The Stagville Memorial Project Public Artworks
for the Durham Rail Trail Gateway Plaza
Durham, North Carolina

Issue Date: September 15th, 2025
Deadline for Submittals: October 17th, 2025
By 11:59pm Eastern Daylight Time

THE STAGVILLE MEMORIAL PROJECT
DURHAM, NC

Request for Qualifications Schedule

Virtual Presubmittal Meeting	September 24th 12pm EDT
Last Date For Questions	October 7th, 2025 11:59pm EDT
FAQ Addendum Posted	October 9th, 2025
Last Date For Submittals	October 17th, 2025 11:59pm EDT

Request For Qualifications (RFQ) for The Stagville Memorial Project Public Artworks for the Durham Rail Trail Gateway Plaza

Dear Artist,

The Stagville Memorial Project is seeking an Artist, Artist Team, or Artist and Fabricator Team with experience in working with historically marginalized communities to create site-specific installations at the upcoming Durham Rail Trail Gateway Plaza located at 501 W. Main St. Construction on the Plaza is expected to begin in the fall of 2026 with completion expected by spring 2028.

This installation will be located within the gateway plaza of the Durham Rail Trail (DRT) in central downtown Durham. The DRT is an in-progress 1.78 mile trail in the heart of downtown Durham that will incorporate public art throughout. The all inclusive budget for the Stagville Memorial Project Public Artworks (SMPPA), including design, fabrication and installation, is $269,000. The selected artist(s) will be required to hire a local emerging artist to participate in the project. The anticipated timeline for artist(s) contracts is 2026-2028.

The SMPPA includes three installation components: (1) a sculptural work, (2) creative elements on concrete stairs, and (3) a creative wayfinding sign.

Applicants will be considered by a selection committee, and after a first round interview of shortlisted semi-finalists, up to 3 semi-finalists will be invited to Durham, North Carolina to provide in-person presentations. Semi- finalists will be offered a $1,000 stipend to cover associated costs.

This RFQ is open to all public artists legally authorized to work in the United States. **Preference will be given to experienced public artists who have a familiarity with Durham either through residing in Durham or North Carolina or otherwise have strong ties to the community.** Previous work with municipalities and local government committees is a plus but not a requirement. An understanding of the history of Stagville Plantation and of Stagville descendants is crucial. Engaging with Stagville descendants and Durham community members is required.

Applications will only be accepted via callforentry.org from **September 15th, 2025 to October 17th, 2025 11:59pm EDT.**

Application materials must include the following:
A detailed description of these items is listed further in the document.

1.) **Statement of Intent**
2.) **Images:** *Submit up to 10 images of recent (no earlier than 2018) work [no more than 2 detail images of each] that represent your artistic practice and experience.*
3.) **Image List:** *Include a corresponding image list detailing each piece. This should include the title, medium, dimensions, and date of completion.*
4.) **Project Summary for Each Work Example:** *Include location of the artwork, title of the work, overall dimensions including weight if applicable, materials/media used and methods of fabrication, and total budget of project.*
5.) **Resume or CV (if applicable, please include a link to your website)** *Please indicate if you have engaged marginalized populations in your previous public art process.*
6.) **References:** *Three professional references whom we may contact.*

All questions regarding this Request for Qualifications should be directed to info@stagvillememorialproject.org by 11:59pm EDT October 7th, 2025. All responses to questions will be posted online via callforentry.org by October 9th, 2025.

Sincerely,
Vanessa Hines
Executive Director
The Stagville Memorial Project

ANNOUNCEMENT

Request for Qualifications (RFQ)
Stagville Memorial Project Public Art for Durham Rail Trail Gateway Plaza
Durham, North Carolina

The Stagville Memorial Project (SMP), in partnership with the City of Durham and Durham County, are looking for an artist or artist team to design and install a series of public artworks at specified locations within the Durham Rail Trail Gateway Plaza that uplifts and honors the story of those descended from enslavement at Stagville plantation and their impact on Durham's community and culture.

Project Goals

The goals of this public art project include:

- Offering art in downtown Durham that highlights the history of Stagville and its descendants, incorporating elements that resonate with descendants and the diverse communities in Durham.
- Functioning as a place of gathering, rest, and contemplation of Durham's unique history.
- Complementing the public art plan of the Durham Rail Trail.
- Building awareness about this part of Durham's history and inspiring people to visit Historic Stagville State Historic Site.
- Ensure durability and safety: utilize materials and design solutions that are durable, safe, and suitable for a high-traffic public space.
- Enhance the visitor experience.

Project Description

This Stagville Memorial Project Public Artworks (SMPPA) encompasses 3 cohesive public artworks to help accomplish these goals:

1) **Creative Elements on Stairs with Seatwalls** A series of creative elements (concrete stamping, engraving, stenciling etc.) Each step can

feature bold patterns, designs, symbolic motifs and phrases drawn from the history and information shared in community engagement events.

2) **Contemporary Sculpture** A large-scale contemporary sculpture will be in the near- center of the plaza functioning as a focal point and primary art piece of the project. This piece will reflect the culmination of experiences, stories and data uncovered through descendant and other Durham community engagement efforts, as well as information from published local history works. Material options may include bronze, stainless steel, tempered glass, ceramics, durable composites, or other durable materials suitable for permanent outdoor installation with minimal required maintenance.
3) **Creative Wayfinding Pedestal** This creative take on a traditional pedestal will creatively combine art, history, and wayfinding into one creative installation. Through text, imagery, and creative design, the work will guide visitors through questions to consider as they experience the space. Content to be displayed will be written and created in collaboration with the Stagville Memorial Project and partners.

Upon completion of the Stagville Memorial Project Public Artworks, the artworks will be conveyed to the City of Durham's Public Art Collection who will assume responsibility to manage and maintain the artworks.

Durham's History

Durham has a unique and storied history. Widely known as a tobacco cultivation and manufacturing hub where companies like Bull Durham Smoking Tobacco, and later Liggett and Myers grew to become massively influential organizations; or known as the home of North Carolina Central and Duke Universities, or more recently as home of the technology hub, Research Triangle Park. What many might not know, is that prior to Durham's incorporation in 1869, the surrounding area that became part of the city of Durham was home to Stagville Plantation[1].

[1] The Stagville Memorial Project is separate and distinct from the Historic Stagville State Historic Site, which is owned by the state of North Carolina and operated by the North Carolina Department of Natural and Cultural Resources

Stagville Plantation

In 1860, Stagville was one of the largest sites of plantation slavery in North Carolina, where the Bennehan and Cameron families enslaved over 900 people across 30,000 acres covering parts of modern Durham, Granville, and Wake counties. Before emancipation, some enslaved families at Stagville had been held in bondage for four generations since 1776. After emancipation, newly freed people went on to establish many of the historically Black neighborhoods that are still in existence today like Bragtown.

Hayti was another neighborhood that was established post emancipation, in part by Stagville descendants. Up until urban renewal between 1949 and 1973, Hayti served as a thriving hub for Black businesses and community. One example of this, is the founding of the Carolina Funeral Home in 1933, (later known as the Amey Funeral Home.) Stagville descendant William A. Amey co-founded the business to provide "kind and sympathetic" services for the bereaved in the Black community. Additionally, this institution offered florist services and served as a social center that supported Black Durham through sponsoring children's activities, choirs and a women's softball team.

However, in recent years, many Black folks living in historic Black neighborhoods like the ones listed here, have been displaced, due to the many consequences of gentrification. Many new people taking advantage of comparatively lower housing prices in these areas are moving into Durham without knowledge of the communities that were created prior. Most relevant to our efforts, many do not know of the contributions those descended from Stagville's formerly enslaved have made on Durham's wider history and culture, or why they are important for our collective memory.

Project Background

The Stagville Memorial Project became a 501(c)3 in the summer of 2022, this was after years of a few deeply engaged community leaders and Stagville descendants having many conversations about how to tell Stagville's story in a rapidly changing Durham community. After receiving support from Durham Board of County Commissioners and staff and later from the Durham City Council and

City staff, the Stagville Memorial Project was given the greenlight to establish public art in service of this mission at the upcoming Durham Rail Trail Gateway Plaza.

The Site Durham Rail Trail Gateway Plaza

The Durham Rail Trail is a planned 1.78-mile rail trail-linear park in the heart of downtown Durham, with neighborhood connections, art components, storm water treatment, road crossings, trail heads, and site amenities.

Detailed engineering and landscape architectural design for the Durham Rail Trail is full steam ahead after the City Council approved the project for advanced design and significant construction funding in June of 2024.The Durham Rail Trail is currently in the design phase, with construction slated to begin in fall 2026, and completion expected by spring 2028.

In response to community feedback, the trail includes:

- A wide path with separate biking and walking zones where possible
- Enhanced road crossings and traffic calming
- Connecting paths to neighborhoods and destinations
- Bicycle and pedestrian improvements on West Chapel Hill Street
- Lighting and wayfinding
- Public art
- Native planting
- Green stormwater infrastructure
- Areas for rest, play, and gathering
- A Gateway Plaza and Trailhead at Main Street



Durham Rail Trail Public Art Vision Plan

The Stagville Memorial Project Public Artworks is part of the broader Durham Rail Trail Public Art Vision Plan and is scheduled for completion in Phase 1. Review the full plan here:

https://www.durhamnc.gov/DocumentCenter/View/60860/Durham-Rail-Trail-Public-Art-Vision-Plan

Budget

The budget for this project, including all three proposed public artworks detailed in this RFQ, will not exceed $269,000. This budget is inclusive of all costs associated with this public art project including, but not limited to: artist fees, other subcontractors' fees, insurance that meets the standards of the City and County of Durham, engineering, materials, fabrication costs, transportation, installation of the artwork, community engagement participation, and documentation of the artwork on site. The selected artist(s) is expected to be under contract through 2028.

THE STAGVILLE MEMORIAL PROJECT
DURHAM, NC

Sample Budget

Category	Amount
Artist Fees	$ 57,000
Artist Mentee Fee	$3,000
Materials & Fabrication (includes contingency)	$140,000 *Estimated budget for each element in the SMPPA:* *Sculpture: $105,000* *Creative Elements in Stairs: $20,000* *Wayfinding Signage: $15,000*
Delivery & Installation	$ 30,000
Lighting + Electrical	$5,000
Artist Travel *If a Regional Artist is selected, these funds will be applied to materials and fabrication.	$ 5,000*
Professional fees (Architect, lighting designer, structural engineer, permits, insurance, etc)	$ 26,000
PROJECT TOTAL	$ 269,000

The selected artist(s) will sign a contract with the Stagville Memorial Project not to exceed the amount of $269,000.The actual budget will be determined in collaboration with The Stagville Memorial Project, project partners and the artist.

Scope of Work

Services and Scope to be performed include but are not limited to the following:

1. **<u>Design Phase</u>**
    a. The artist shall consult with local planning and inspections departments to ensure that the artwork design, fabrication and installation will conform to all building codes and ordinances.
    b. Final design shall conform to both aesthetic and structural requirements of the site.
    c. The artist shall collaborate with an Artist Mentee (an emerging artist or individual over the age of 18, with preference for an artist or individual residing in the County of Durham, that shall participate in the project as an apprentice/intern to the Artist, with the objective of receiving arts related educational enrichment and skill building opportunities) who will be selected collaboratively by the artist, City, County and the Stagville Memorial Project. The Artist Mentee shall be determined after the artist is selected.
    d. The artist shall collaborate with the Community Engagement Strategist to lead, facilitate and document community engagement activities and in-person sessions.
    e. The artist shall submit an Initial Design Proposal including the following:
        i. a written description of the Artwork(s) as it is to appear on the Site;
        ii. a visual, representative rendering of the Artwork as it is to appear on the Site;
        iii. a detailed description of the Artwork elements, materials, and method for fabrication and installation at the Site;
        iv. a description of the proposed means of attaching and securing the Artwork to the Site, including any required Site preparations or modifications (description should include the proposed

methodology for attachment and requirements);

v. a description detailing the expected maintenance and operational requirements for the Final Artwork;
vi. a schedule for the design and budget of the Final Artwork; and
vii. a written description of the community engagement completed in collaboration with the Stagville Memorial Project and the Community Engagement Strategist, including the number of community members involved in the process.

2. **Fabrication Phase**

   The artist will provide a written report of the Proof of Fabrication (includes photographs, shop drawings, invoices, and receipts for the fabrication process).

3. **Installation Phase**

   a. The artist is responsible for ensuring the installation of the artworks and abiding by all permits and laws as required.
   b. Submit final documentation, including requested documentation and permits.



Artist Selection Process Timeline

Milestone	**Date**
Call Opens	09/15/2025
Last Day for Questions	10/07/2025
FAQ Addendum Posted	10/09/2025
Call Closes by 11:59 pm	10/17/2025
Application Review Period	10/17/2025-11/07/2025
Shortlisted Semi-Finalists Notification + Interviews	11/17/2025-12/05/2025
Semi-Finalists Presentation Due for internal review	01/09/2026
Semi-Finalists Present to Selection Committee	01/23/2026-01/24/2026
Finalist Notified	02/2026

Stagville Memorial Project Public Artworks (SMPPA) Timeline

Milestone	**Date**
SMP + Artist enter into contract	03/2026
Initial Design Review	05/2026
Community Engagement Period	4/2026-6/2026
Final Design Review + City / County	07/2026 - 08/2026

Approval	
Fabrication + Installation Period	09/2026 - 012/2028
Installation + City/ County Acceptance of Artworks	06/2027* - 12/2028
	*contingent on Durham Rail Trail construction

All dates are subject to change.

Submission Requirements

Application materials will only be accepted via the Call For Entry portal.

Statement of Intent: Please describe your interest in this project, experience and artist modality in 300-500 words. Artist teams should explain in 500-750 words. If applying as a team, identify if the team has worked together in the past.

***Images:** Submission should include visual representations of past artwork that demonstrate your qualifications for this project. Applicants must upload up to ten (10) high-resolution images from preferably (3) different projects completed after 2018. Videos will count as one of the ten (10) images. Artist teams' images should include examples from each team member.

Project Summary for Each Work Example: *Include location of the artwork, title of the work, overall dimensions including weight if applicable, materials/media used and methods of fabrication, and total budget of project.* ***If applying as a team, or using work samples from previous team projects, please describe each team member's contribution to the work sample provided.***

Resume: Experience being commissioned to create public artworks and leading sincere engagement with historically marginalized communities is required. If an artist team is applying, each resume should reflect this experience.

References: Artists should provide at least three (3) current references (non-familial) or recommendation letters with contact information (email address and phone number) for each reference, who can speak to the Candidates' work ethic, skills and strengths. Community references will be accepted but prior commissioners references are preferred. Artist teams may submit a total of three (3) references collectively.

Selection Process

The Stagville Memorial Project Artist Selection Panel, composed of Stagville descendants, City and County staff representatives, a Stagville Memorial Project board representative, working artists, and other experts who will individually and collectively review all applicants, choose a first round of shortlisted semi-finalists and participate in virtual interviews with selected candidates.

Selection Criteria

Statement of Intent (5 Points)

Thoughtfulness + Preparedness + Alignment with SMP Goals

- Is there evidence of engaging with the subject matter material in the RFQ in this statement?
- Does the artist's modality align with the project's vision?
- Is there evidence of a personal connection to Durham or Stagville, and/or personal motivation for applying to this RFQ?

Images + Project Summary for Each Work Example (5 Points)

Evidence of Quality + Prior Work on Similar Themes

- Is there evidence of creating high-quality work from the last 5-7 years? Including but not limited to: sculpture, concrete stamping, creative wayfinding?
- Is there aesthetic cohesion of past projects?
- Is there evidence of working on a public art piece with similar themes?
- Are all the elements we requested included here?: location of the artwork, title of the work, overall dimensions including weight if applicable,

materials/media used and methods of fabrication, and total budget of project.

Resume (5 Points)

Experience with projects of this size (budget) and scale

- Does this artist show evidence of working with marginalized populations in previous artworks?
- Is there evidence of community engagement in the public art process?
- Is there evidence or interest in mentoring emerging artists?
- Is there evidence of working with public art?
- Is there evidence of working with municipalities?
- Is there evidence of prior work experience with external contractors like structural engineers and fabricators?

References or Recommendation Letters (5 Points)

- Are the references from previous commissioners?
- Did the artist deliver all requirements we asked for? (Artists should provide at least three (3) current references (non-familial) or recommendation letters with contact information for each reference, who can speak to the Candidates' work ethic, skills and strengths. Community references will be accepted but prior commissioners references are preferred. Artist teams may submit a total of three (3) references collectively.

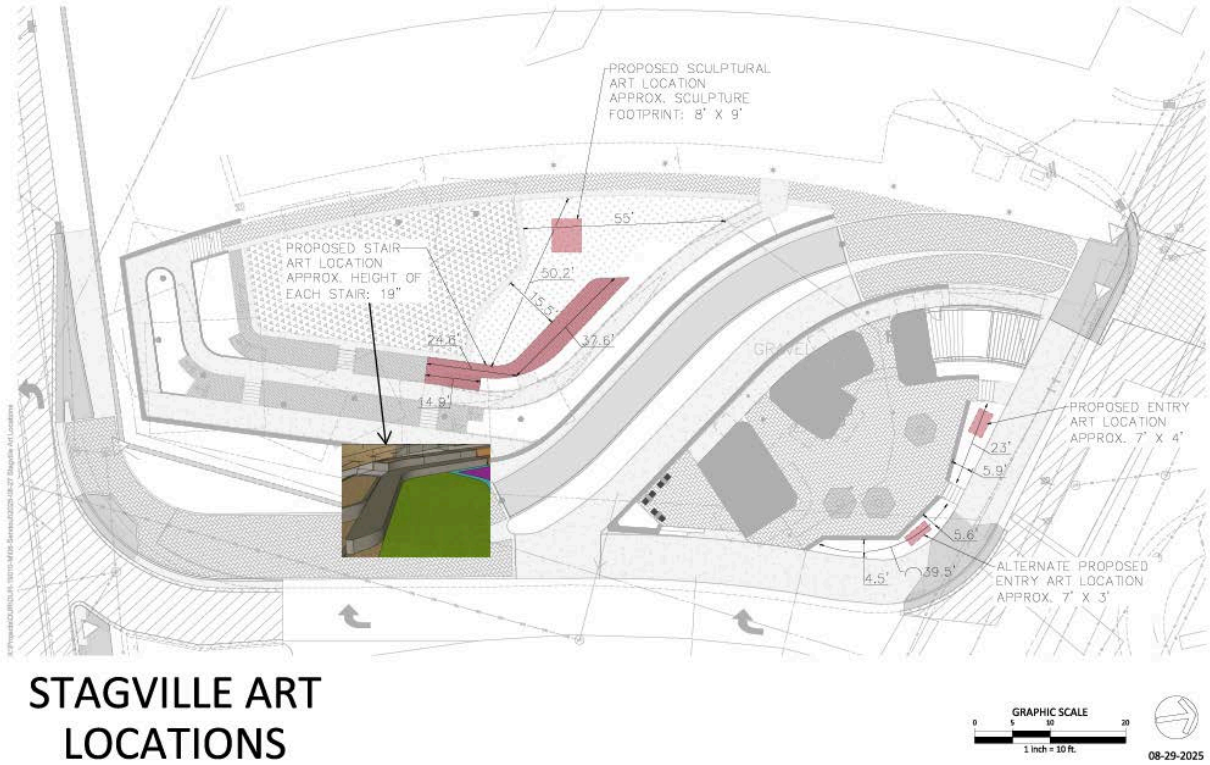
Short-listed Semi-Finalist Interviews & Semi-Finalist Presentation Invitation

Up to 10 artists or artists teams may be invited to a 30-minute virtual interview. Up to 3 semi-finalists will be invited to share an in-person initial presentation to the selection committee in Durham, NC. Each semi-finalist individual or team will receive a $1,000 stipend to cover all presentation related fees including any and all design fees, rendering costs, and travel-related expenses. These initial presentations will be the semi-finalists first chance to show the selection committee their ideas of how The Stagville Memorial Project Public Artworks

(SMPPA) could take shape. It is crucial to outline how the artist or artist team proposes to engage with Stagville's history in their approach to the public artworks.

Design Parameters and Locations

The planned Durham Rail Trail Gateway Plaza will be located at [501 W. Main St. in downtown Durham.](#) The following images are temporary. Site renderings will become available at a later date.



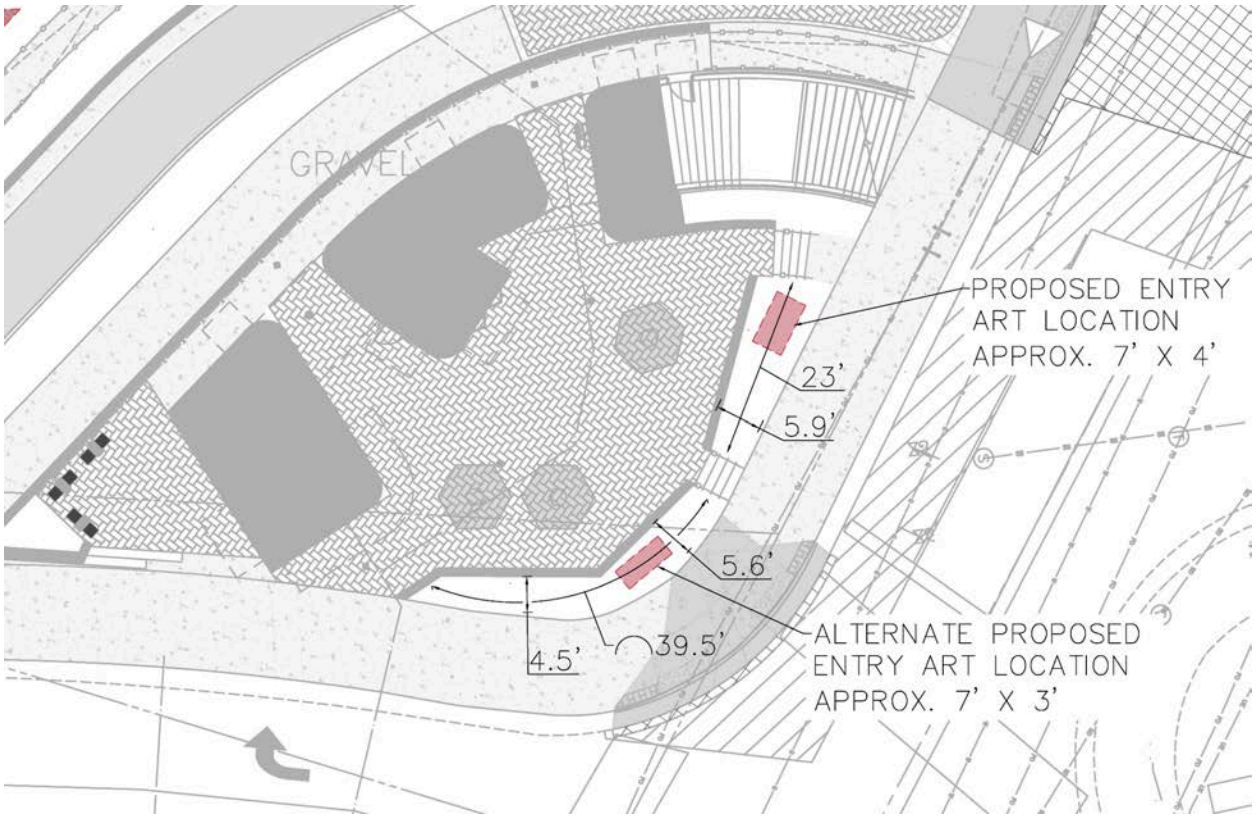
THE STAGVILLE MEMORIAL PROJECT
DURHAM, NC

Art Element 1: Durham Rail Trail Entry Point Creative Wayfinding Pedestal

501 W. Main St. Northeast corner of Main St. and Great Jones St. Outside, near an accessible curb ramp.

Approximate proposed dimensions: 7’ x 4’

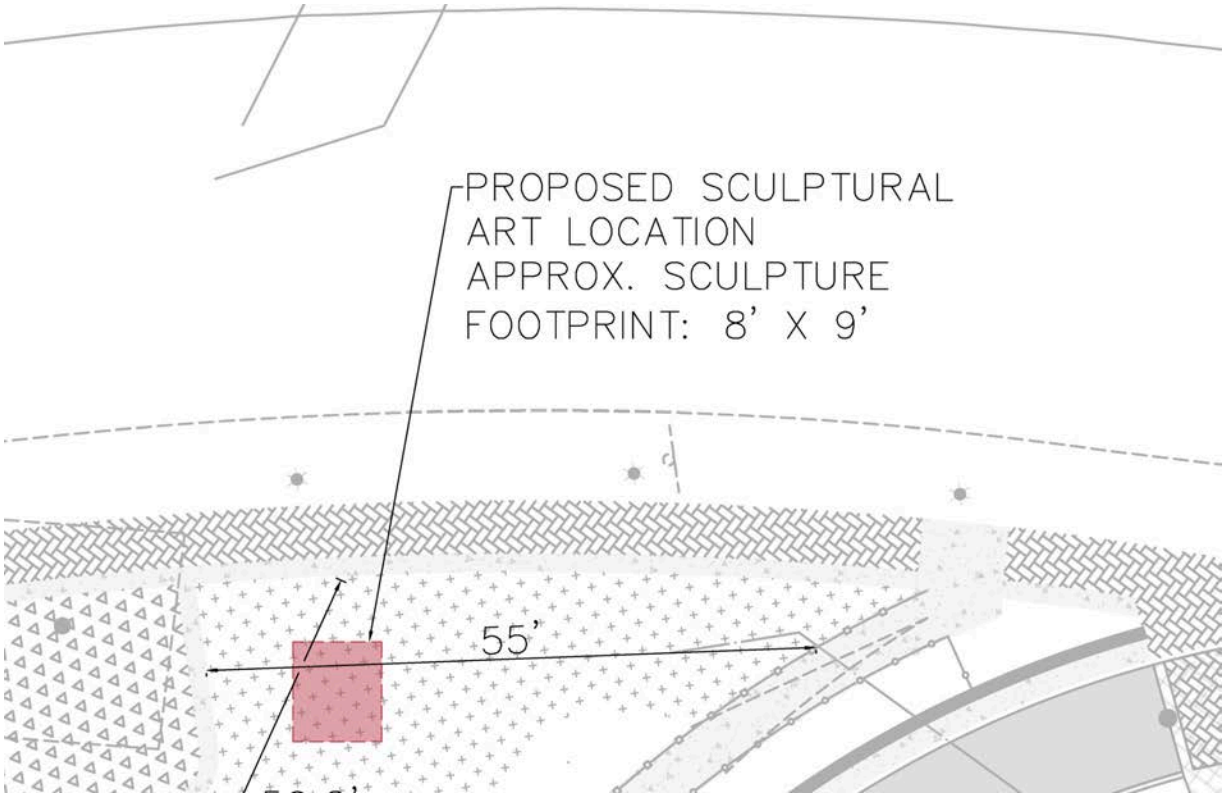
Description: This Creative Wayfinding Pedestal will function as an introduction to the plaza. Text on the pedestal written in collaboration with The Stagville Memorial Project and partners will be included with suggested questions for visitors to engage when encountering the space.



THE STAGVILLE MEMORIAL PROJECT
DURHAM, NC

Art Element 2: Durham Rail Trail Sculpture

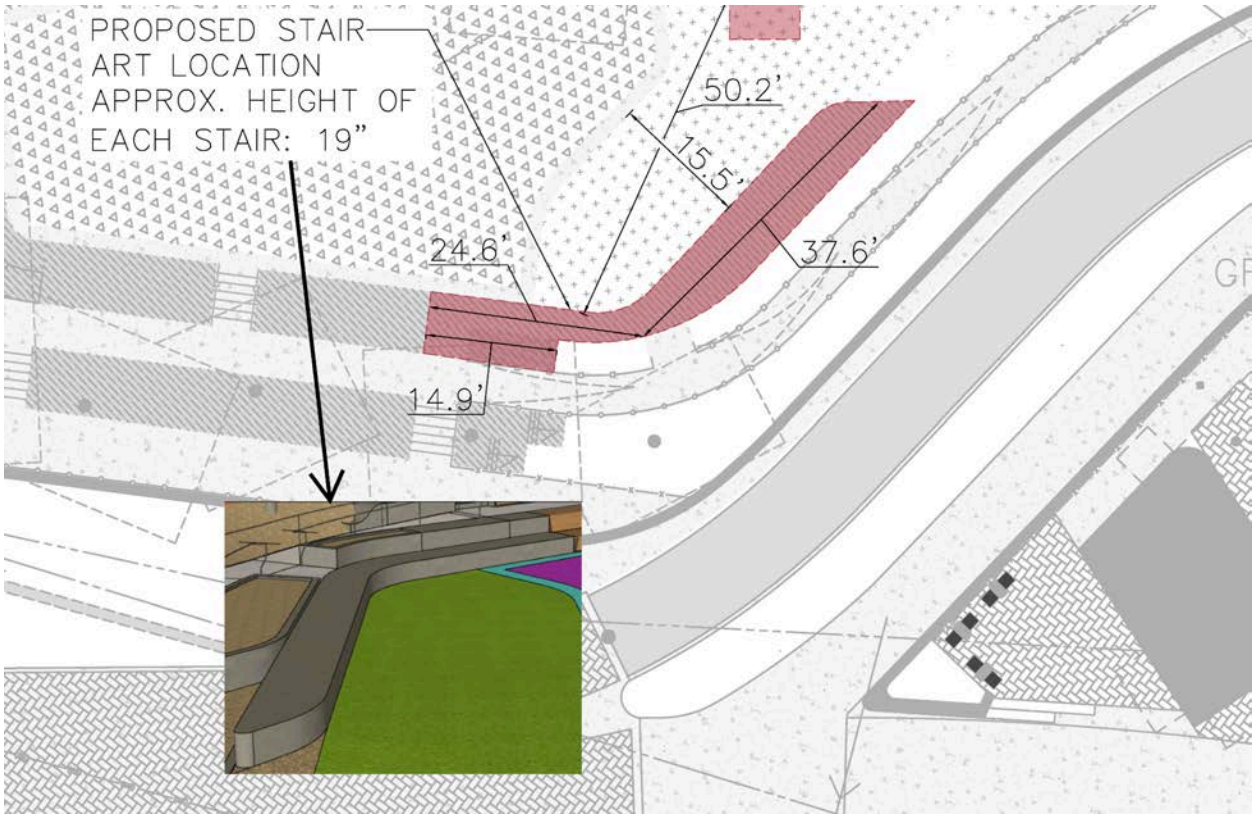
501 W. Main St., center of plaza
Outside, surrounded by grass/ turf. Near the pedestrian walkway.
Approximate proposed dimensions of the footprint: 8’ x 9’
Description: A large-scale contemporary sculpture will be in the near- center of the plaza functioning as a focal point and primary art piece of the project. This piece will reflect the culmination of experiences, stories and data uncovered through descendant and other Durham community engagement efforts, as well as information from published local history works. Material options may include bronze, stainless steel, tempered glass, ceramics, durable composites, or other durable materials suitable for permanent outdoor installation with minimal required maintenance.



THE STAGVILLE MEMORIAL PROJECT
DURHAM, NC

Art Element 3 Durham Rail Trail Stair Creative Elements

501 W. Main St. Face of staircase on SE side of plaza
Outside, 3 staircase faces
Approximate proposed dimensions: height of stairs, 19”
Surface Material: Concrete
Description: A series of creative elements (concrete stamping, engraving, stenciling etc.) Each step can feature bold patterns, designs, symbolic motifs and phrases drawn from the history and information shared in community engagement events.





Definitions

- "Artwork" refers to the original visual representation and material design, renderings, sketches, drawings, photographs, depictions, descriptions, samples and any other representation of the Contractor's work pursuant to this Contract that is subject to copyright, which is intended to be fabricated and installed at the Site.

- “Artist Mentee” refers to refers to an emerging artist or individual over the age of 18, with preference for an artist or individual residing in the County of Durham, that shall participate in the project as an apprentice/intern to the Artist, with the objective of receiving arts related educational enrichment and skill building opportunities. The Artist Mentee scope of work will be defined collaboratively by the selected artist, SMP, and the City and County.

- "Initial Design Proposal" refers to the initial submittal of the proposed Artwork as it is to appear on the Site. The Initial Design Proposal includes a rendering of the Artwork and sufficient details to provide an accurate representation of how the Final Artwork should appear.

- "Final Artwork" refers to the work in its final, completed form, installed at the Site, and all digital images and written documentation of archival collection. Reference to the Final Artwork may include, however, any and all aspects of installation of the Artwork whether or not wholly representative of the Final Artwork, such as securing applicable permits, passing inspection, or obtaining other required approvals.

- “Final Design Proposal" refers to the proposal accepted by the City and County representing the Final Artwork to be installed at the Site. The Final Design Proposal shall be the basis for the design and installation of the Final Artwork and shall include a detailed description of the Final Artwork elements, materials and means and mechanisms for installation and attachment to the Site.



- "Site" refers to City and/or County property, once determined, where the public art will be installed.

- “Regional Artist” refers to applicants living within 250 miles from Durham, NC.

The Stagville Memorial Project Public Artworks for the Durham Rail Trail
FAQ

Do artists need to upload the project image work samples with their full descriptions including size, placement, etc, in the image list and the project summary?

Yes, we are aware that asking for both the Project Summary and an Image List is redundant. Unfortunately, we did not know this before the application went live. In an effort to be fair, we will not change the application but instead ask applicants to include the information anyway, albeit redundantly.

Is the selection committee open to artist teams or lead artists partnering with specialized fabricators or designers for specific components, provided the overall vision and coordination remain unified?

Yes, the selection committee is open to artist teams and lead artists partnering with specialized fabricators for specific design components. Note the specific requirements listed in the RFQ for artist team applications
(samples and references from each team member etc..)

R**egarding this section of the RFQ: " Images: Submission should include visual representations of past artwork that demonstrate your qualifications for this project. Applicants must upload up to ten (10) high-resolution images from preferably (3) different projects completed after 2018. Videos will count as one of the ten (10) images. Artist teams' images should include examples from each team member."**

Is it better to include *no less* than images from 3 different projects or images from *no more* than 3 projects?

We are interested in seeing images from at least 3 different projects. If you have images from more than 3 different projects, feel free to upload them, as long as you are staying within the 10 image guidelines.

Can an application be submitted via email?

No. The Stagville Memorial Project Public Artworks is only accepting applications via the CaFE application link: https://artist.callforentry.org/festivals_unique_info.php?ID=16142

Please contact cafehelp@wearecreativewest.org for any technical issues with the CaFE platform.

SAMPLE CONTRACT
This is an example of what an agreement between SMP and the artist or artist team could look like. Please note that the final agreement will be determined by SMP and the artist.

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

SAMPLE CONTRACT FOR THE STAGVILLE MEMORIAL PROJECT PUBLIC ARTWORKS AT DURHAM RAIL TRAIL PLAZA

This contract is dated and entered into as of the _____ day of _____, 20_____, by THE STAGVILLE MEMORIAL PROJECT ("SMP"), and _____ ("the Contractor"),

Sec. 1. Background and Purpose.

The Durham Rail Trail is an upcoming 1.78 mile trail starting in downtown and ending in north Durham. The Stagville Memorial Project, in partnership with the City of Durham and Durham County, are looking for an artist or artist team to design and implement public artworks at the Durham Rail Trail Plaza that uplifts and honors the story of those descended from enslavement at Stagville plantation. This is a call for 3 public artworks located at determined sites at the Durham Rail Trail Plaza.

1.1 Definitions

(a) "Artwork(s)" refers to the original visual representation and material design, renderings, sketches, drawings, photographs, depictions, descriptions, samples and any other representation of the Contractor's work pursuant to this Contract that is subject to copyright, which is intended to be fabricated and installed at the Site.

(b) "Contract Administrator" refers to the The Stagville Memorial Project staff employee primarily responsible for administering the Contract and for advancing the progress of work described in Exhibit B, Scope of Work. The Contract Administrator may change from time to time, as determined by The Stagville Memorial Project Board of Directors or designee.

(c) "Initial Design Proposal" refers to the initial submittal of the proposed Artwork(s) as it is to appear on the Site. The Initial Design Proposal includes a rendering of the Artwork(s) and sufficient details to provide an accurate representation of how the Final Artwork(s) should appear. The detailed requirements of the Initial Design Proposal are described in Exhibit B, Scope of Work.

(d) "Final Artwork(s)" refers to the work in its final, completed form, installed at the Site, and all digital images and written documentation of archival collection. Reference to the Final Artwork(s) may include, however, any and all aspects of installation of the Artwork(s) whether or not wholly representative of the Final Artwork(s), such as securing applicable permits, passing inspection, or obtaining other required approvals.

(e) "Final Design Proposal" refers to the proposal accepted by the The Stagville Memorial Project representing the Final Artwork(s) to be installed at the Site. The Final Design Proposal shall be the basis for the design and installation of the Final Artwork(s) and shall include a detailed description of the Final

SAMPLE

Artwork(s) elements, materials, maintenance plan and means and mechanisms for installation and attachment to the Site.

(f) "Site" refers to the location of the upcoming Durham Rail Trail Plaza located at 501 W. Main St. Durham, NC 27701.

(g) "Work" refers to the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the SMP that arise out of this contract. Unless the context requires otherwise, if this Contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor. The Work includes all the services and performance obligations required by the terms of the Contract, with the ultimate goal of delivering the "Final Artwork(s)".

(h) "Artist Mentee" refers to an emerging artist or individual over the age of 18 , with preference for an artist or individual residing in the County of Durham, that shall participate in the project as an apprentice/intern to the Contractor, with the objective of receiving arts related educational enrichment and skill building opportunities.

(i) "Project Manager" refers to the Contractor's responsibilities of the planning, procurement and execution of the work as defined in this contract.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's. The Contractor shall perform Work as outlined in Exhibit B, Scope of Work. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to SMP that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Term of Contract. The contract term shall begin approximately March, 2026-December, 2028.

Sec. 4. Contractor's Billings to Non-Profit Compensation. (a) The non-profit shall pay the Contractor for the Work outlined in Exhibit B, Scope of Work. The total dollar amount to be paid under this contract by the non-profit to the Contractor shall not exceed $269,000. SMP shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or by Section 14 (Termination for Convenience ("TFC")).

(b) The Contractor shall send invoices to SMP on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall clearly show project phase, description of what requested payment is for and for which item in budget , Contractor's mailing address, an invoice number, and any other information reasonably requested by SMP. Within thirty days after SMP receives an invoice, SMP shall send the Contractor a check or electronic funds transfer in payment for all undisputed amounts contained in the invoice.

Sec. 5. Insurance. The Contractor agrees to maintain on a primary basis, at its sole expense, and at all times during the life of this contract the following applicable coverages and limits. The requirements contained herein, as well as SMP's review or acceptance of insurance maintained by the Contractor, is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Contractor under this contract.

Commercial General Liability – Combined single limit of no less than $1,000,000 each occurrence and

SAMPLE

$2,000,000 aggregate. Coverage shall not contain any endorsement excluding or limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability.

Automobile Liability – Contractor agrees to maintain personal automobile insurance at or above the minimum liability limits in accordance with the state laws of North Carolina throughout the life of this contract for every vehicle driven by the contractor, the contractor's employees, or any sub-contractor hired by the contractor for this contract. Contractor will be required to submit proof of automobile insurance for all vehicles driven in service of the contract as well as proof of renewal for the automobile insurance policies once they have expired. At no time should automobile insurance lapse during the life of the contract.

Workers' Compensation- The Contractor declares that they have fewer than 3 paid employees and are therefore not required to have worker's compensation coverage in accordance with Chapter 97 of the North Carolina General Statutes. If at any point during the life of this contract the Contractor employs 3 or more paid employees, the Contractor agrees to obtain and maintain worker's compensation insurance in accordance with Chapter 97 of the North Carolina General Statutes with limits of no less than $1,000,000 each accident, each employee, and policy limit. The policy must also include a waiver of subrogation.

Additional Insured – The Contractor agrees to endorse SMP as an Additional Insured on the Commercial General Liability. The Additional Insured shall read "The Stagville Memorial Project as its interest may appear".

Certificate of Insurance – The Contractor agrees to provide SMP certificate of insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by the Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify SMP within five (5) Business Days with a copy of the non-renewal or the cancellation notice or with written specifics as to which coverage is no longer in compliance. The Certificate Holder address should appear as follows:

The Stagville Memorial Project
112 Broadway St.
Suite B
Durham, North Carolina 27701

All primary insurance carriers must be authorized to do business in North Carolina. As used in this contract, "Business Day" is defined as any day other than Saturdays, Sundays, and any legal holiday recognized by SMP.

Sec. 6. Exhibits. The following exhibits are made a part of this contract:

Exhibit A – Non-Collusion Affidavit containing 1 page.
Exhibit B – Scope of Work, containing 3 pages.
Exhibit C – Compensation Milestones and Payment Schedule, containing 1 page.
Exhibit D – Special Provisions, containing 3 pages.
Exhibit E – Artist Mentorship Compliance Affidavit, containing 1 page

Except in the case of exhibits containing required federal clauses, if there is conflict between an exhibit

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and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 7. Notice Addresses. For purposes of Section 12 of the General Conditions (Notice), and subject to change pursuant to subsection 12(d), the addresses for these notices are as follows:

To the Stagville Memorial Project :
Address:112 Broadway St. Suite B
Email: info@stagvillememorialproject.org

To the Contractor:
Name:
Address:
Phone number:
Email:

Sec. 8. Special Provisions. Special Provisions for this contract are outlined in Exhibit D.

GENERAL CONDITIONS

Sec. 9. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the non-profit , all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 10. Performance of Work by SMP. If this contract requires the Work be completed according to a schedule, and the Contractor fails to perform the Work in accordance with the required schedule, SMP may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of SMP's rights and remedies. Before doing so, SMP shall give the Contractor notice of its intention. The Contractor shall reimburse SMP for additional costs incurred by the SMP in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 11. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from SMP under this contract, the Contractor shall pay all subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from SMP under this contract, the Contractor shall pay the subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, each subcontractor shall have the right to enforce this subsection (a) directly against the Contractor but not against SMP.

(b) If the individual assigned to administer this contract for SMP (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, SMP may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the subcontractor under subsection (a), and/or
(ii) the amounts past-due under subsection (a) to the subcontractor but not exceeding 5% of the payment(s) due from SMP to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that SMP may have.

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(c) Nothing in this section shall prevent the Contractor at the time of invoicing, application, and certification to the non-profit from withholding invoicing, application and certification to the non-profit for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment, and materials; damage to Contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by SMP.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 12. Notice.

(a) In General. This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term.

(b) Means of Delivery of Notice. (i) Common Carrier. All such notices shall be in writing and sent by common carrier or personal delivery. Those sent by a common carrier shall include instructions to obtain the recipient's signature and/or a signature at the recipient's address. Common carrier means UPS, FedEx, a designated delivery service authorized pursuant to 26 United States Code 7502(f)(2), or United States Postal Service. (ii) Notice given by Personal Delivery. If the sender causes the notice to be hand delivered to a natural person 18 years or older at the address of the Contractor indicated under subsection Section 7 (Notice Addresses) above, notice is deemed given. (iii) Common Carrier Leaves Notice. If the sender obtains a signature through a common carrier pursuant to subsection (i), notice is deemed given. If, however, the common carrier does not obtain such a signature between 8:30 AM – 4:30 PM Monday-Friday on a day that is not a Holiday but leaves the notice in a place that it deems safe without obtaining a signature, this process constitutes delivery of the notice provided that the sender also sends the notice by email or fax. Notice is deemed given on the later of (x) the leaving of the notice by the common carrier and (y) the email or fax. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart. (iv) Requested Additional Method. Regardless of the method of giving notice, the sender is requested but not required to also send it by fax or email.

(c) When Undeliverable Notice Is Deemed Sent by Common Carrier. If a notice sent by common carrier is undeliverable because the address or other information provided to the sender by the other party (the intended recipient) is incorrect, incomplete, or out of date, or for any other reason; and the sender also sends the notice by fax or email, notice is deemed given on the later of (x) the sender's placing the notice in the custody of the common carrier and (y) the fax or email. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart.

(d) Change of Address. A change of address, fax number, email address, telephone number, or person to receive notice shall be made by notice given to the other party.

Sec. 13. Indemnification. (a) Standard Indemnification Provision. This section shall be applied to the maximum extent allowed by law, but it shall be construed and limited as necessary to comply with § 22B-1 of the North Carolina General Statutes ("NCGS"). The Contractor shall defend, indemnify, and hold harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or its Derivative Parties. In performing its duties under

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this subsection, the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within "Charges" are (1) interest and reasonable attorney's fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract. By appropriate litigation, each Indemnitee, severally, shall have the right to enforce this section directly against the Contractor, but not against SMP.

(b) Definitions. These definitions apply to this section only unless otherwise stated.

(i) The words "Construction Agreement", "Derivative Parties", "Design Professional", "Design Professional Agreement", "Design Professional Services", "Fault", and "Subcontractor" as used in this section shall have the meanings defined by NCGS §22B-1.

(ii) "Contractor" – Each party to this Agreement except SMP.

(iii) "Indemnitees" means SMP and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

(iv) In this section, except as used in subsection (a), "Defend" means to pay for or furnish counsel at the expense of the Contractor to defend any of the Indemnitees against claims alleged or brought against any of the Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.

(c) Insurance Contracts and Bonds. This section does not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer; and this section does not apply to lien or bond claims asserted under NCGS Chapter 44A.

(d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

(e) If this contract is a Construction Agreement or a Design Professional Agreement, the following restrictions and qualifications apply to the Standard Indemnification Provision of subsection (a):

(i) Restriction regarding Indemnitees' Negligence. Contractor shall not be required to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

(ii) Restriction regarding Fault in Construction Agreements and Design Professional Agreements. Nothing in this contract requires the Contractor to indemnify or hold harmless Indemnitees or any other person or entity against losses, damages, or expenses unless the fault of the Contractor or its Derivative Parties is a proximate cause of the loss, damage, or expense indemnified.

(iii) Restriction regarding Negligence of Design Professionals. Nothing in this contract requires the Contractor, provided that it is a design professional, to defend Indemnitees or any other person or entity against liability or claims for damages, or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the Contractor, the City, or their Derivative Parties, whether the claim is alleged or brought in tort or contract.

(iv) Liability When at Fault. The parties intend that nothing in this contract shall be construed to exclude from any indemnity or hold harmless provisions enforceable under subsection (e)(i) (Restriction regarding Indemnitees' Negligence) and subsection (e)(ii) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements) any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by SMP to defend against

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third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of SMP by law or by contract, if the fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified. Every provision in this contract that violates the parties' intent expressed in the preceding sentence shall be construed and revised to the extent that it is lawful in order to make the provision conform with such intent.

(v) Other Provisions. Every provision in this contract that violates this subsection (e) shall be construed and revised to the extent that it is lawful in order to make the provision conform with those subsections.

Sec. 14. Termination for Convenience ("TFC").

(a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that SMP may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

(b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give SMP all Work, including partly completed Work. In case of TFC, the Contractor shall follow the SMP's instructions as to which subcontracts to terminate.

(c) *Payment*. SMP shall pay the Contractor an equitable amount for the costs and charges that accrue because of SMP's decisions with respect to the subcontracts, but that amount will exclude profit for the Contractor. Within 30 days of the Contractor's receipt of notice of TFC, the City shall pay the Contractor one hundred dollars ($100) as a TFC fee. The City shall pay the Contractor for all Work performed up to the termination date indicated in the TFC notice, except to the extent Work has been paid for previously. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed, except to the extent it would be inequitable to either party. If Work was to be paid for on a lump-sum basis, SMP shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 15. E-Verify Requirements. (a) If this contract is awarded pursuant to NCGS §143-129 – (i) the Contractor represents and covenants that the Contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS §143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS §143-133.3, the Contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Sec. 16. Choice of Law and Forum; Service of Process.

(a) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina and not the United Nations Convention on Contracts for the International Sale of Goods. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Durham County. Such actions shall neither be commenced in nor removed to federal court. The preceding two sentences do not apply to actions to enforce a judgment entered in actions heard pursuant to this subsection (a).

(b) If the Contractor is a business entity (for instance, the Contractor is a corporation or limited liability company), this subsection (b) applies. "Agent Authorized to Accept Service of Process" ("Agent") means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. The Contractor hereby appoints as one of those Agents the person it designates to receive

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notice pursuant to Section 7 (Notice Addresses). If the Contractor fails to appoint an Agent or the Agent cannot be served using reasonable diligence, Unless otherwise indicated by the Contractor, Contractor will act as the registered agent and will be responsible to accept service of process, if and when necessary." This subsection (b) does not apply while the Contractor maintains a registered agent in North Carolina by filing with the office of the North Carolina Secretary of State and that registered agent can be found with due diligence at the registered office.

Sec. 17. Waiver. No action or failure to act by SMP shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

Sec. 19. Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Sec. 20. Assignment. Successors and Assigns. Without written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

Sec. 21. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

Sec. 22. Notice of City Policy. Compliance with Non-Discrimination Ordinance. SMP OPPOSES DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY, FAMILIAL STATUS, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, AND PROTECTED HAIRSTYLE. The Contractor shall comply with all applicable provisions of Chapter 34 of the Durham City code (Non-Discrimination) and shall explicitly require the same of its subcontractors in their subcontracts.

Sec. 23. EBOP. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, “If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies.” It is stipulated and agreed that those two quoted sentences apply only to the Contractor’s alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor’s alleged violations of other obligations.

Sec. 24. Limited Third-Party Rights Created. This contract is intended for the benefit of SMP and the Contractor and not for any other person, except to the extent otherwise expressly stated in this contract.

Sec. 25. Principles of Interpretation and Definitions. (a) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include”, “including”, etc. mean include, including, etc. without limitation. (b) References to a “Section”

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or "section" shall mean a section of this contract. (c) "Contract" and "Agreement", whether or not capitalized, refer to this instrument. (d) "Duties" includes obligations. (e) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (f) The word "shall" is mandatory. (g) The word "day" means calendar day. (h) The word "Holiday" means legal holiday observed by the City pursuant to City Code section 42-16 or any successor provision. (i) A definition in this contract will not apply to the extent the context requires otherwise.

Sec. 26. Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against SMP unless it is signed by SMP's Executive Director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

Sec. 27. Public Health Emergency Declarations. This section shall take effect upon the declaration of a state of emergency made pursuant to applicable law, code, or ordinance by any federal, state, county, or city official, due to a public health emergency, such as an epidemic, pandemic, or endemic disease. The Contractor shall comply with the written procedures and policies adopted by SMP. The Contractor shall ensure that all assigned temporary employees and subcontractors comply with the written procedures and policies while performing the Work on City property.

Sec. 28. City's Authority. To the extent, if any, SMP has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by SMP's Executive Director or SMP's Board of Directors.

IN WITNESS WHEREOF, SMP and the Contractor have caused this contract to be executed as of the date previously listed (page 1).

ATTEST: The Stagville Memorial Project

_____ By:_____

By: _____

Name: _____

Title: _____

State of _____ County of _____
(Type or print state and county where notarial act was performed)

I, _____ *(Type or print name of notary public)*, a notary public, certify that _____ *(Type or print name of individual who signed)* personally (1) appeared before me this day, (2) stated that he or she is a manager of_____, a limited liability company organized and existing under the laws of the State of _____,

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and that if he or she is a manager of the company automatically by reason of being a member of the company, the operating agreement does not change that status, (3) acknowledged that the foregoing contract with SMP carries on the company's business in the usual way, and (4) acknowledged the due execution, under seal, of the contract on behalf of the company. This the _____ day of _____, 20_____.

My commission expires:

_____

_____
Notary Public

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Exhibit A
SAMPLE CONTRACT FOR PUBLIC ART AT Durham Rail Trail
SAMPLE Non-Collusion Affidavit

By executing this proposal, I certify that this proposal is submitted to SMP competitively and without collusion. I am authorized to represent the candidate or bidder named below both in submitting this proposal and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the candidate or bidder has not violated N. C. General Statute section 133-24 in connection with the proposal, (2) the candidate or bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal, and (3) the candidate or bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding or making a proposal for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate or bidder to which this Non-Collusion Affidavit refers is:

_____.
(insert name of candidate or bidder)

_____
(signature of individual)

ACKNOWLEDGMENT
Type or print name of the individual who signed the affidavit:

_____ .
Type or print the name of Notary Public signing this acknowledgment:
_____

Place where acknowledgment occurred: County of _____, State of _____

Notary's residence: County of _____, State of _____

I, the Notary Public named above, certify (1) the individual named above personally appeared before me this day, (2) I have personal knowledge, or satisfactory evidence, of the individual's identity; and (3) the individual acknowledged signing the foregoing affidavit.

This the _____ day of _____, 20____.

_____
Notary Public
My commission expires:

_____

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Exhibit B
SAMPLE CONTRACT FOR THE STAGVILLE MEMORIAL PUBLIC ARTWORKS AT DURHAM RAIL TRAIL PLAZA
SAMPLE Scope of Work

SMP agrees to provide funding to the Contractor to design, fabricate, and install public Artwork(s) to be displayed and installed at the Durham Rail Trail Plaza, located at 501 W. Main St., Durham, North Carolina. The Contractor will develop the three installation components that make up the Stagville Memorial Project Public Artworks: (1) a sculptural work, (2) creative elements on concrete stairs, and (3) a creative wayfinding sign.

The Contractor shall obtain and provide, without additional cost to, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. The Contractor shall deliver the program of services set forth below which includes the following:

Preliminary Work and Artwork(s) Preparation.

a. The City shall be responsible for providing the Contractor, at no expense, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data and/or materials, if any, which is needed by Contractor in order to perform the scope of services in this Contract.
b. The Contractor shall consult with the Contract Administrator for the project to ensure that the Artwork(s) design conforms to both the aesthetic and structural requirements of the Site.
c. In coordination with the Contract Administrator, the Contractor shall consult with local planning and inspections departments to ensure that the Artwork(s) design, fabrication and installation will conform to all building codes and ordinances, if applicable.
d. The Contractor shall act as the overall Project Manager and collaborate with Stagville descendants, residents, the Artist Mentee and others to lead visioning sessions and determine the goals and overall design of the Artwork(s).
e. The Contractor shall act as the overall Project Manager and collaborate with the SMP Community Engagement Specialist, Stagville descendants, residents, stakeholders, and others to lead visioning sessions and determine the goals and overall design of the Artwork(s).
f. The Contractor shall provide a written description of all subcontractors and their involvement in the project to the Contract Administrator. SMP must approve any subcontractor (1) whose Work involves creative contributions to the project and/or (2) whose Work is valued over $1,500.
g. The Contractor shall provide subcontractor warranty of Final Artwork(s) for their work, if applicable.

Submission of Initial Design Proposal.

Upon completion of the preliminary work performed as listed above, the Contractor shall submit a schedule for preparation and completion of the Initial Design Proposal, which schedule must be approved by the Contract Administrator. The Contractor will guide the style of the Initial Design Proposal. The Initial Design Proposal shall be submitted to the Contract Administrator by the deadline outlined in Exhibit C. The Initial Design Proposal shall include the following:

a. a visual, representative rendering of the SMPPA as it is to appear on the Site;
b. an Artist statement or written description of the SMPPA;
c. a detailed description of the SMPPS elements, materials, and method for fabrication and installation at the Site;
d. a written description of all subcontractors involved in the project and their proposed scope of work;

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e. a written description of the proposed means of attaching and securing the SMPPA to the Site, including any required Site preparations or modifications (description should include the proposed methodology for attachment and requirements);
f. a description detailing the expected maintenance and operational requirements for the Final Artwork(s);
g. a schedule for the design and budget of the Final Artwork(s); and,
h. a written description of the community engagement completed by the Contractor, including number of community members involved in the process.

If text is included in the Initial Design Proposal, the Contractor warrants and promises to SMP that the SMPPA shall comprise of original work by the Contractor and that the Artwork(s) is, or will be, unique, and will not infringe any copyright, trademark, trade dress rights, patent, right of privacy, or right of publicity. SMP must review and approve all text and reserves the right to reject text from the Initial Design Proposal based on SMP discretion.

The Contractor shall submit the Initial Design Proposal to the Contract Administrator for review in accordance with the approved schedule. As part of the review process, SMO may require that the Contractor receive input and comments from community stakeholders selected by SMP about the Initial Design Proposal. Where applicable, SMP shall provide the Contractor with written comments and recommendations concerning the Initial Design Proposal. SMP may thereafter direct the Contractor to proceed with the Final Design Proposal contingent upon the Contractor satisfactorily incorporating written comments and recommendations provided by the SMP into the Final Design Proposal.

Final Design Proposal.

(a) Schedule, contents and submission of Final Design Proposal. After SMP has reviewed and commented on the Initial Design Proposal, the Contractor shall submit a schedule for preparation and completion of the Final Design Proposal, which schedule must be approved by the Contract Administrator. The Final Design Proposal shall comprise all of the elements of the Initial Design Proposal, including incorporation of all comments and recommendations of SMP if provided, and must be submitted in the necessary format to be fabricated. The Final Design Proposal shall be submitted to the Contract Administrator by the deadline outlined in Exhibit B. The Final Design Proposal shall include:

a. the Final Artwork(s) dimensions;
b. estimated weight;
c. Final Artwork(s) title;
d. a detailed cost estimate of the materials, construction, and installation of the Final Artwork(s) (collectively identified as the “Final Artwork(s) Construction Cost”);
e. lighting proposal, including budget, if applicable.

The Final Design Proposal shall include, if required by the Contract Administrator:

f. structural drawings detailing the methods of construction;
g. sealed engineering drawings and specifications detailing the means and method of attachment of the Final Artwork(s) to the Site (hereinafter, “Engineering Details”).
h. subcontractor warranty, if applicable.

The Engineering Details must be sealed by a professional engineer licensed in the State of North Carolina. SMP must approve the Final Artwork(s) Construction Cost as part of its review of the Final Design Proposal discussed below. The Contractor acknowledges that approval of the Final Artwork(s) Construction Estimate shall be evaluated in part in correlation with the total compensation contemplated within Exhibit B. In other words, SMP

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wants to verify that the total compensation provided under the contract is commensurate with the actual cost value of total design, materials, construction and installation of the Final Artwork(s).

(b) Review of the Final Design Proposal by SMP. SMP reserves the right to reject any or all of the Final Design Proposal. If SMP rejects portion(s) of the Final Design Proposal, SMP shall provide in writing reasons for the rejection. As part of SMP's review of the Final Design Proposal, it may request from the Contractor any backup documentation the Contractor relied upon in preparing the Final Design Proposal. Such documentation may include details relating to the Final Artwork(s) Construction Cost estimate. In response to SMP's written comments, recommendations, or rejections of the Final Design Proposal, the Contractor shall make necessary revisions and corrections in order to submit a "Revised Final Design Proposal" for approval by SMP. The Revised Final Design Proposal will reflect changes made to address SMP'S stated reasons for prior rejection. This process of back-and-forth review and re-submission shall be repeated, in the reasonable discretion of SMP, until it is satisfied that the Contractor has adequately addressed the SMP's comments and recommendations.

(c) SMP Acceptance of Final Design Proposal. Once the Contractor has prepared a Final Design Proposal to the satisfaction of SMP, the Contract Administrator shall provide a written notice to proceed (NTP) to the Contractor, after which the Contractor will be authorized to begin fabricating and assembling the Final Artwork(s) for permanent installation at the Site. At all times, the Contractor shall coordinate with the Contract Administrator as well as other appropriate constituencies, identified by the Contract Administrator.

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Exhibit C
SAMPLE CONTRACT FOR STAGVILLE MEMORIAL PUBLIC ARTWORKS AT DURHAM RAIL TRAIL
SAMPLE Compensation Milestones and Payment Schedule

	PROJECT MILESTONE	**ARTIST FEES**	**SUPPLIES, MATERIALS, & INSTALLATION**	**COMMUNITY ENGAGEMENT**	**ADMINISTRATIVE FEES/ ARTIST MENTEE FEES**	*Totals per project milestone*
1	Executed Contract.	$ XX	$ XX	$ XX	$ XX	$ XX
2	Initial Design Proposal due by XX/XXXX	$ XX	$ XX	$ XX	$ XX	$ XX
3	Notice to Proceed to Final Design Proposal.	$ XX	$ XX	$ XX	$ XX	$ XX
4	Final Design Proposal due by XX/XXXX Payment after Final Design Proposal Acceptance and Notice to Proceed to Fabrication.	$ XX	$ XX	$ XX	$ XX	$ XX
5	50% Fabrication Completion.	$ XX	$ XX	$ XX	$ XX	$ XX
6	Final Artwork(s) Acceptance. Payment after acceptance of installation. Final Installation by XX/XXXX.	$ XX	$ XX	$ XX	$ XX	$ XX
	Subtotals	$ XX	$ XX	$ XX	$ XX	$ XX
6	**PROJECT TOTAL**					$ XX

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Exhibit D
SAMPLE CONTRACT FOR PUBLIC ART AT XX
SAMPLE Special Provisions

Copyright, Ownership, Visual Rights Related Final Artwork(s), Warranty, and Maintenance of the Final Artwork(s).

8.1 Copyright.

Any information, data, instruments, documents, studies, reports, or deliverables given to, exposed to, prepared or assembled by the Artist under this Contract shall be kept as confidential proprietary information of SMP and not divulged or made available to any individual or organization without the prior written approval of SMP.

The Artist's Work Product produced under the terms of this Contract shall remain the Artists property. The Artist shall retain copyright and other intellectual property rights in and to the final design under the Copyright Act of 1976, 17 U.S.C. Sections 101 et seq., as amended.

After the SMPPA is complete, the Artworks will be conveyed to the City. The Artist grants to the City a non-exclusive, irrevocable license to graphically reproduce, depict, or display the final design for any non-commercial purpose, as well as to fabricate and install the Artwork(s). For purposes of this limitation, any graphic depiction or display of the final design intended to promote or benefit the City, its public services, or a public purpose, including educational, public relations, arts promotional and other noncommercial purposes, regardless of whether or not a fee is charged to the public, or whether revenue is otherwise received by the City, shall be deemed a non-commercial purpose.

The Artist shall not make any duplication or reproduction of the design or permit others to do so, except by written permission of the City. The Artist may make slides or photographs for the sole purpose of demonstrating the Artist's artistic accomplishments without the written permission of the City.

On any and all reproductions by or on behalf of the City, the City shall give credit to the Artist.

The Artist may, at Artist's option and sole expense, place a copyright notice on the Design in the form and manner required to protect copyrights in the Designs under United States copyright law. If the copyright is registered with the U.S. Copyright Office, Artist shall provide City with a copy of the application for registration, the registration number and the effective date of registration. The City has no obligation to sue or defend on behalf of the Artist to protect the Artist's claims.

8.2 Future Modification, Restoration, and Removal.

While it is the City's intent to retain and publicly display the Artwork(s) during its anticipated life span, circumstances may arise that would make it prudent for the City to remove an Artwork(s) from public display. The Artwork(s) when installed will be incorporated within and made a part of the Site in such a way that removing the Artwork(s) from the Site, or destruction or modification of "Site" may cause the destruction, distortion, mutilation, or other modification of the Artwork(s). The Artwork(s), when installed, will be the property of the City. The City shall have absolute right incidental to its ownership of the Site and the Artwork(s) to remove,

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relocate, replace, transport, transfer, sell, or store, in whole or in part (such actions being referred to herein as “Removal”), or to alter, change, modify, or destroy, (such actions being referred to herein as “Alterations''), the Artwork(s) at such times as the City shall deem necessary in order to exercise its powers and responsibilities with respect to the Site. The City shall make a good faith effort to notify the Artist in writing 90 days in advance of such removal. To the extent the uses of the Artwork(s) under this section violate any rights the Artist may have under the provisions of federal or state law, including without limitation the Visual Artist’s Rights Act of 1990, the Artist hereby waives those rights to preservation of the Artwork(s) provided by those laws; provided, however, that Artist shall retain any right to disclaim authorship of the Artwork(s) pursuant to and under the conditions set forth in the Visual Artist’s Rights Act of 1990. 0

In the event that the City determines that the Artwork(s) presents an imminent hazard to the public, the City may authorize the removal of the Artwork(s) without approval of the Artist. The City shall make a good faith effort to notify the Artist in writing within thirty (30) days of such action, and the City shall then consider options for the final disposition, repair, reinstallation, maintenance or deaccession of the Artwork(s). In the event that the Artwork(s) cannot be removed without being irreparably damaged or destroyed, the Artist agrees to waive any rights the Artist may have under the Visual Artist’s Rights Act of 1990, provided, however, that the Artist shall retain any right to disclaim authorship of the Artwork(s) pursuant to and under the conditions set forth in the Visual Artist’s Rights Act of 1990.

8.3 Change in Location or Siting.

The City will have the right to change the location or siting of the Artwork(s) when, in the opinion of the City, such a change is deemed necessary. The City is not required to, but in its sole discretion, may elect to notify the Artist of any such change; such notification will be made before the change, if possible. The City may give notice in the United States Mail or other carrier, with postage prepaid and addressed to the Artist at the address furnished to the City, as may be changed pursuant to Sec. 7 herein, or it may give notice orally in person, by electronic message, or by telephone followed by a written notice. If the Artist receives the notice before the change occurs, the Artist agrees to advise the City concerning transportation and relocation of the Artwork(s).

8.4 Warranty of Original Artwork(s). The Contractor warrants and promises to SMP that the Artwork(s) as represented in the Final Design Proposal shall comprise original work of the Contractor and that the Artwork(s) is, or will be, unique, and will not (i) infringe any copyright, trademark, trade dress rights, patent, right of privacy, or right of publicity; (ii) contain any libelous or scandalous material; or (iii) infringe or violate any other right of any third person, including other intellectual property or claims by third persons that the Artwork(s) is proprietary to such third person. Contractor further warrants and promises that the Contractor is the sole and exclusive owner of all unencumbered right, title, and interest in and to the Artwork(s), and no other person has any rights (as an owner, licensee, or otherwise) in or to the Artwork(s), that the Contractor has obtained all necessary assignments and waivers from all other persons who may have been involved in the creation of the Artwork(s) or otherwise may have a claim of ownership or copyright in or to the Artwork(s). The Contractor shall indemnify SMP against any liability, loss, cost, expense, including attorney’s fees, arising out of any claim of title or

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ownership in the Artwork(s), intellectual property interests in the Artwork(s), or rights in the Artwork(s), whether or not such claim is successful. If so requested by SMP, the Contractor shall defend any such claim in the name of SMP but at the Contractor's expense. The terms of this Section 8 shall survive the expiration or termination of this Contract.

8.5 Quality and Workmanship of Final Artwork(s). Contractor warrants to SMP that all Work performed will be performed in a workmanlike manner. The Contractor warrants that the Final Artwork(s), as designed, fabricated and installed, shall be free of defects in material and workmanship, including any defects consisting of qualities which cause or accelerate deterioration of the Artwork(s) other than the inherent nature of the material of which it has been fabricated. The Contractor warrants that the Final Artwork(s) shall be suitable in all respects for display, the purpose for which it was created hereunder and the Contractor is not aware of any serious flaws or conservation problems in any works previously created by the Contractor which are composed of like or similar materials, or in which the Contractor used similar materials or methods to be utilized in the fabrication of the Final Artwork(s).

8.6 Warranty of Final Artwork(s). The Contractor warrants that the Final Artwork(s) provided to the Client under this Agreement shall be free from defects in materials and workmanship for a period of one (1) year from Final Acceptance. The Contractor further warrants that the Artwork(s) will be created in a professional and skillful manner, consistent with industry standards. This warranty covers any defects that occur in the Final Artwork(s) due to faulty materials or workmanship, provided that the Artwork(s) has been properly maintained and cared for by the City according to the Maintenance recommendations provided by the Contractor in Section 8.7. This warranty does not cover damage caused by misuse, neglect, accidents, or alterations made by the Client or third parties. In the event that any defects are identified within the one-year warranty period, the Contractor agrees to repair, replace, or otherwise remedy the defect at no cost to the City, provided that the defect is covered under this warranty and the Contractor determines that such a remedy is feasible. This warranty does not cover any damage due to improper storage, or handling. If the City identifies any issues covered by this warranty, the City must notify the Contractor in writing within thirty (30) days of discovering the defect. The notice must describe the defect in sufficient detail and provide evidence, such as photographs.

8.7 Maintenance. The Contractor warrants to the City that the Final Artwork(s) will require little or no ongoing maintenance except as otherwise disclosed in writing to SMP in the Final Design Proposal or any written notices hereof. The City and any future owner, successor, donee, assignee or transferee of the City shall agree to make reasonable efforts to perform regular inspections of the Final Artwork(s) and, to the extent the City determines appropriate, the Contractor will be given the opportunity to perform substantial restoration of the work.

8.8 Artist Mentee: Scope of Participation, Prompt Provision of Consideration, Compliance Affidavit.

(a) Scope of Participation: The Contractor shall provide support and management of Artist Mentee participation in creation of the public Artwork(s), with the following objectives:
The Contractor shall provide educational enrichment and skill building opportunities to Artist Mentee related to art, public art, community engagement, and creative place-making.
The Contractor shall schedule all meetings and activities (frequency, duration, and location of meetings) with the Artist Mentee in a timely manner. The Contractor is expected to establish a

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communication plan that provides for communication with the Artist Mentee on a regular schedule according to the project needs.

(b) Stipend to Artist Mentee Consideration: The Artist Mentee who participates in the project as agreed upon with the City and the Contractor shall be eligible to receive a stipend for said participation based on submitted deliverables to the Contractor in an amount not to exceed $3,000 (Three Thousand Dollars/00 cents).

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Exhibit E
SAMPLE CONTRACT FOR PUBLIC ART AT DURHAM RAIL TRAIL
SAMPLE Artist Mentorship Compliance Affidavit

By signing this affidavit, I certify that public Artwork(s) created for the Public Art at City Hall project was created in accordance with the contract between the City and the Contractor serving as the lead artist for the project. Specifically, to the best of my knowledge and belief, I as the Contractor have executed the SMPPA Artwork(s) and completed the following:

(1) Artist Mentee, participating in the project as an artist or individual aged 18 or older, were selected and at all times participated in various elements of creation and installation of the Work, and, that any stipend for which the Artist Mentee is eligible has been received by the Artist Mentee as outlined in Section 2, Section 4 and Exhibit B & D of the contract; and

(2) Funds provided for supplies and materials as outlined in Section 4, Exhibit B, of the contract have been fully expended for the sole purpose of creating SMPPA. Any funds dispersed, though not expended per the contract, have been refunded to SMP.

ACKNOWLEDGMENT
By the Contractor:

By: _____ (SEAL)
Name: _____
Title: _____

State of _____ Acknowledgment by Corporation
County of _____
(Type or print state and county where notarial act was performed)

I, _____ (Type or print name of notary public), a notary public, certify that _____ (Type or print name of individual who signed) personally appeared before me this day and stated that he or she is (strike through the inapplicable titles) chairperson/ president/ chief executive officer/ vice president/ assistant vice president/ treasurer/ chief financial officer of _____ (Type or print the name of the corporation), a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20_____.

My commission expires: _____
_____ Notary Public

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