



Call for Temporary Public Art

Artists, Designers: Create Temporary Public Art to Help Celebrate our History and Diversity at 76 Central Street, Southbridge, MA

Budget: \$15,000

Thanks to the New England Foundation for the Arts' Making It Public grant for funding, the Executive Office of Environmental Affairs for the new pocket park at 76 Central, and the Southbridge Redevelopment Authority for their time.

The Town of Southbridge is releasing a Call for Temporary Public Art for an artist to design and furnish art or a sculpture that can be mounted on an existing 3' x 3' x 12" granite block located at our newest pocket park at 76 Central Street, Southbridge, MA 01550, at the trail head for the new Quinebaug Valley Rail Trail¹. The goal of this public art project is to:

- Celebrate the communities that make up the town of Southbridge
- Highlight Southbridge's natural history
- Engage both residents and visitors

We want to support the mental health of residents, ensuring we can offer beautiful and stimulating spaces for all to enjoy, be inspired by, and take pride in. We hope this park will draw people to it and the new rail trail, further encouraging psychological wellbeing through connection to the community and the outdoor environment.

OPPORTUNITY

Concept: Please present a design showing your vision for art or a sculpture to be installed by the Town at 76 Central, a trail head for the new Quinebaug Valley Rail Trail. We ask that the vision incorporate our goals/ values:

- Celebrate the communities that make up the Town of Southbridge
- Highlight Southbridge's natural history
- Engage both residents and visitors

The art or sculptures must respond to the site context. Priority will be given to installations that contain kinetic components.

Materials: The Town of Southbridge seeks art or a sculpture that can be mounted on an existing 3' x 3' x 12' granite block located at our newest pocket park at 76 Central Street, Southbridge, MA 01550, at the trail head for the new Quinebaug Valley Rail Trail¹ Please take into account the New England weather and ensure your art or sculpture is durable to weather events and requires minimal to no maintenance for the first 18 months of installation. Projects that incorporate the use of recycled material where appropriate are preferred.

Site Location: The site location is an existing 3' x 3' x 12" granite block at 76 Central Street, Southbridge. See picture and map, Figure 1, of proposed location for new art or a sculpture.

To learn more about our upcoming construction projects to complement the location of this new art or sculpture, go to: <https://southbridge.civilspace.io/en>. There you can see plans for the EDA Grant's Quinebaug Valley Rail Trail. The Town will also be completing a road project in that section of Town, the Department of Transportation (DOT) [TIP project 608778](#), scheduled to

¹ The new Quinebaug Valley Rail Trail is being constructed in 2024-2025, thanks to an Economic Development Administration grant to promote travel, tourism, and outdoor recreation.

reconfigure Hook Street, LaRoche Way, Foster Street, and Hamilton Street into a rotary. See Figure 2 for a rendering of the plan.

The Town will provide any additional site information not able to be obtained through pictures below. The Town will provide other unexpected ongoing support throughout the project - during design development, community engagement, and installation.



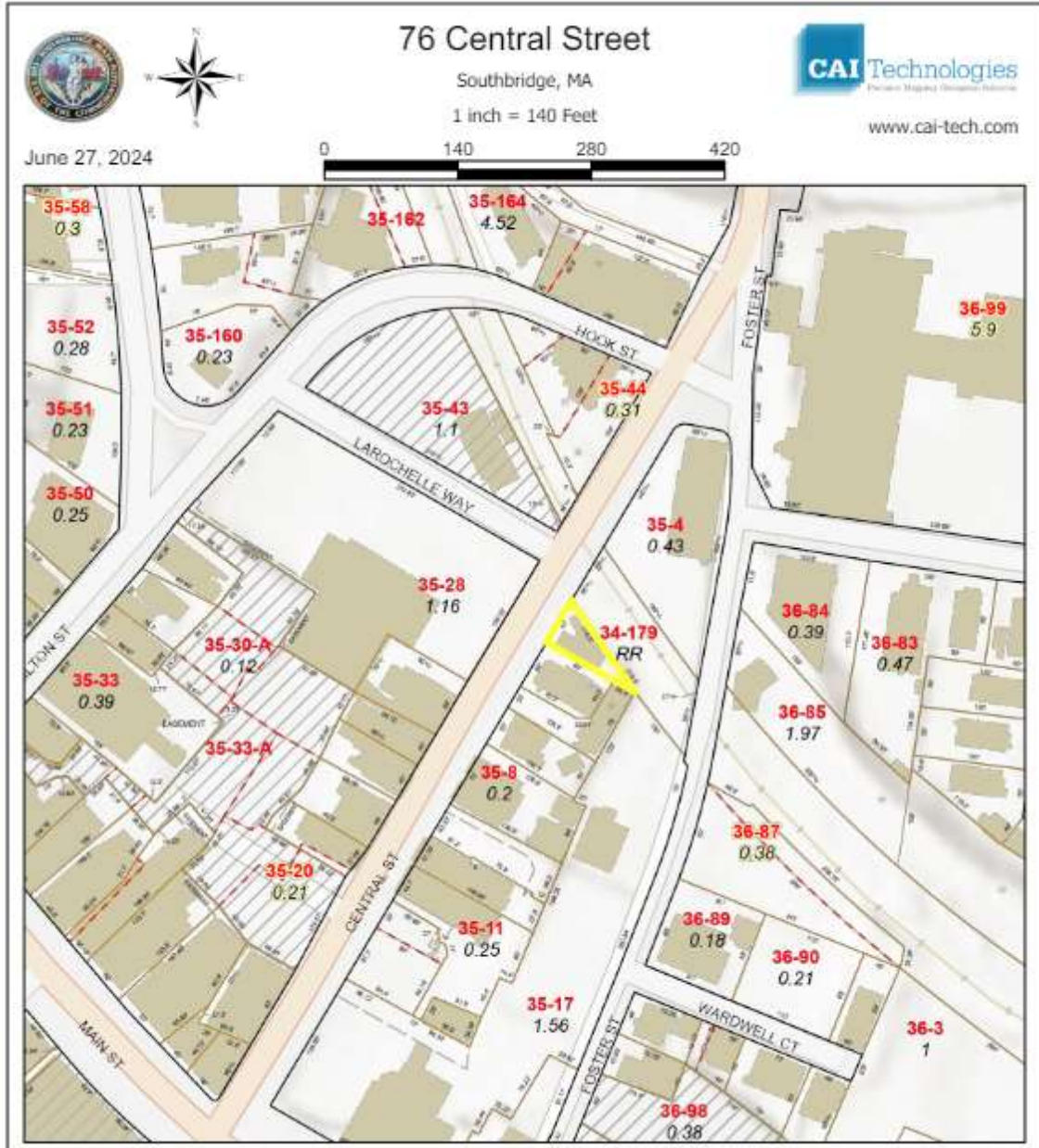


Figure 1

Source: <https://next.axisgis.com/SouthbridgeMA/>

BUDGET

The budget for this Call for Art is \$15,000. This budget is inclusive of all costs, including, but not limited to, artist's fee, community engagement, engineering, fabrication, insurance, installation².

²: The Economic Development and Planning Department will help coordinate with the Department of Public Works to install the art, working in concert with the artist and their installation instructions.

Qualifications:

- Experience creating art projects responsive to public spaces and welcoming to visitors of all backgrounds, abilities, and ages.
- Experience creating artwork that is in scale with its site.
- Experience managing time and budget for a public art project.
- Experience collaborating with members of the public and project stakeholders.

Preference will be given to artists or designers based in the New England area.



Figure 2 – TIP Project 608778

SELECTION PROCESS

The Southbridge Redevelopment Authority, the Library Director, Economic Development staff, and public participants¹ will make up the Selection Committee. This Committee will review the proposal materials and select an artist(s) based on the selection criteria outlined below.

SELECTION CRITERIA

Eligible applicants must demonstrate:

- Experience creating art projects responsive to public spaces and welcoming to visitors of all backgrounds, abilities, and ages.
- Experience creating artwork that is in scale with its site.
- Experience managing time and budget for a public art project.
- Experience collaborating with members of the public and project stakeholders.

Eligible project proposals will be reviewed according to the following selection criteria:

Project proposals must:

- Incorporate our project goals/values:
 - Celebrate the communities that make up the town of Southbridge
 - Highlight Southbridge's natural history
 - Engage both residents and visitors
- Be responsive to the site context (see above for details), able to be mounted on an existing 3' x 3' x 12" granite block, and is durable to weather events and requires minimal to no maintenance for the first 18 months of installation.
- Be feasible within the project budget and timeline

Priority will be given to project proposals that:

- are led by artist(s) based in the New England Area
- Contain kinetic components to the installation
- Incorporate the use of recycled material where appropriate

PROPOSAL REQUIREMENTS

Interested artists please send the following materials to Peg Dean, Economic Development and Planning Director, at mdean@southbridgemass.org. If files are too large to email, please consider using a share file tool. Please email if you are unable to send your materials by email or as share files to discuss whether there alternate options for submission.

Incomplete proposals may lack sufficient information for reviewers to fully understand and assess the proposal.

1) Artist Contact Information

- a) Name
- b) Address
- c) Email Address
- d) Phone Number

Note: Priority will be given to artists or designers based in the New England area. Please let us know if you are an artist based in the New England Area.

2) **Qualifications:**

Please provide:

- a) Resume and/or link to artist's website/portfolio
- b) 3-5 relevant work samples (year project was completed, 1-2 sentences about the work sample)
- c) Up to two letters of support from relevant references

Materials should speak to:

- Experience creating art projects responsive to public spaces and welcoming to visitors
- of all backgrounds, abilities, and ages.
- Experience creating artwork that is in scale with its site.
- Experience managing time and budget for a public art project.
- Experience collaborating with members of the public and project stakeholders.
- Experience working with a municipality.

3) **Project Design:**

Please provide:

- a) A **detailed design or rendering of your proposed art or sculpture**, that includes dimensions and materials to be used. Please include information regarding durability and maintenance for the 18-month installation.
- b) **Artist Statement** explaining how your proposed art aims to:
 - Celebrate the communities that make up the town of Southbridge
 - Highlight Southbridge's natural history
 - Engage both residents and visitors
 - Be responsive to the site context (see above for details) and that can be mounted on an existing 3' x 3' x 12" granite block and is durable to weather events and requires minimal to no maintenance for the 18 months of installation.

Note: Priority will be given to installations that contain kinetic components and that incorporate the use of recycled material where appropriate.

4) **Budget and Timeline**

- a) The budget for this Call for Art is \$15,000. This budget is inclusive of all costs, including, but not limited to, artist's fee, community engagement, engineering, fabrication, insurance, installation. Please provide a:
 - a) **Detailed budget** that includes but is not limited to cost of materials, fabrication, artist fees, etc.
 - b) **Detailed project timeline** that includes but is not limited to design, fabrication, installation, celebration etc. Note: Artists will be selected by the end of February 2025, and expected to install the project by the end of June 2025. Artist(s) will work in consultation with Town Departments as needed (e.g. Economic Development and Planning, the Department of Public Works, etc.)
- b) Installation Plan clearly providing direction to the Town DPW to install the art.
- c) Maintenance Plan ensuring final art will be maintained for 18 months

TIMELINE

November 11, 2024	Announce call for artists and designers
November 25, 2024	Information session for interested applicants at 11am, 76 Central Street, Southbridge, MA
December 23, 2024	Final date to submit project proposal
Jan - Feb 2025	Review of applications by selection committee
February 13, 2025	Artist selected and enters into a grant agreement with the Town of Southbridge (see sample grant agreement)
March- April 2025	Community engagement, revisions to project plan; aim for final design approval by Town of Southbridge by April 30, 2025.
May-June 2025	Fabrication
By June 30, 2025	Install art or sculpture; celebrate new art with community

HOW TO APPLY & QUESTIONS

We welcome all artists to apply. See “PROPOSAL DETAILS” above. For questions, please contact:

Peg Dean, MPA
Economic Development & Planning Director
Town of Southbridge
41 Elm St
Southbridge, MA 01550
(508) 764-5402
mdean@southbridgemass.org

ⁱ The Town will seek participation from the Ruth Wells Center for the Arts, 111 Main Street, to provide public participation in the Selection Committee. This opportunity will be promoted through the Jacob Edwards Library (JEL) social media who among their subscribers are practicing artists; the JEL hosts monthly rotating art exhibits, is actively engaging the arts community throughout the year, and remains an important cultural resource for the town.

AGREEMENT

Public Art Grant Agreement

This Grant Agreement (“Agreement”) is made and entered into by and between Town of Southbridge (“TOWN”), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, by and through its Town Manager (John D. Jovan, Jr.), duly authorized by Southbridge Town Council and (Artist’s Name) (“ARTIST”), alternatively “the parties.”

WHEREAS, TOWN publicly released a Call for Artists on or about November 11, 2024, attached hereto as Exhibit A; and,

WHEREAS, TOWN has reviewed ARTIST’s submitted concept application, attached hereto as Exhibit B, and it has determined that that the concept meets all prequalification requirements; and,

WHEREAS, pursuant to Massachusetts General Laws, Chapter 30B, section 2¹, TOWN may, as a public procurement, enter into a Grant Agreement with an individual to “carry out a public purpose”; and,

WHEREAS, the TOWN has allocated funds for a public art commission from New England Foundation for the Arts; Making It Public grant; and,

WHEREAS, ARTIST 's submitted concept has been approved by the Selection Committee to proceed to final design, fabrication and installation of the ARTWORK; and

WHEREAS, the TOWN finds that it is in the best interest of the TOWN, its citizens and visitors to enhance and enliven the TOWN'S public spaces through the design, fabrication and installation of this ARTWORK on the terms and conditions in this Agreement; and,

WHEREAS, the creation of public art is a public purpose to enhance the cultural nature, historical background, and beautification of public space;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

¹ [1] MGL c. 30B, §2 defines “Grant agreement”, [as] “an agreement between a governmental body and an individual or nonprofit entity the purpose of which is to carry out a public purpose of support or stimulation instead of procuring supplies or services for the benefit or use of the governmental body.”

Terms and Conditions

1. Term

The Term of this Agreement shall be for [x]___ months, and it shall expire on June 30, 2025.

2. Site

The ARTWORK will be installed within the pocket park located at 76 Central Street. The specific site designated for the installation is referenced in the Call for Art attached as Exhibit A.

3. TOWN Representative

The TOWN will designate its project representative who will make all necessary and proper decisions with reference to the Project within the scope of his or her authority. The ARTIST must direct all requests for clarification or instruction to the TOWN representative. The TOWN has assigned Peg Dean to serve as the TOWN'S representative to the Project.

4. Contract Price

The total value of this Grant Agreement to be paid by the TOWN to ARTIST is \$15,000. It is based on the concept drawings provided by ARTIST as shown on Exhibit B. The fee includes all costs related to materials, labor and delivery, and any installation costs not identified as the TOWN'S responsibility in Exhibit D.

5. Artist Compensation

Artist compensation shall be disbursed according to Exhibit C.

Invoices shall be submitted by ARTIST to the TOWN for each payment and payment shall be made in a timely manner. ARTIST shall pay all subcontractors promptly. At no time shall the TOWN be obligated to or liable for the actions or inactions of a subcontractor, or for payment of any subcontractor.

The TOWN will not make final payment for completion and acceptance until it has accepted ARTIST's maintenance plan and instructions for the Project.

ARTIST will be responsible for the payment of any and all state and federal taxation with regards to received payments.

6. Scope of Work

ARTIST must furnish all of the materials and perform all of the work for the Project as shown on the concept drawings and described in the specifications attached as Exhibit B, and incorporated by reference into this Agreement. The Project consists of the approved concept, final design, fabrication, installation, and documentation of the ARTWORK for ongoing maintenance. The ARTIST's work must be of the highest quality, in compliance with

generally accepted standards of workmanship, and in conformity with this Agreement.

The TOWN agrees to provide the items and/or services as shown on the attached Exhibit D, and incorporated by reference into this Agreement.

- a. DEVIATIONS FROM PROPOSAL. It is understood that changes from the Final Proposal may be required during Project implementation.
 - i. Certain incidental specifications regarding the ARTWORK, including, but not limited to exact type or grade of material of some of the elements of the ARTWORK or messaging conveyed within the ARTWORK may not be identified in either the Final Proposal or the Construction Documents. To the extent that any ARTWORK specification remains unidentified, both Parties shall approve these specifications before ARTIST commences fabrication of the ARTWORK.
 - ii. The Parties also recognize that incidental deviations from preliminary drawings and moquette to a full-scale work may require artistic or engineering adjustments. In no event may a change in design, or necessary engineering associated with the design, increase the ARTWORK budget or require a modification of the Construction Documents, if applicable, without both Parties' prior express written approval.
 - iii. Any material deviation from the Concept Drawing, Final Approved Design, or the Construction Documents, if applicable, in the scope, design, color, size, material, utility requirements, support requirements, texture and/or location of the ARTWORK must be approved in writing and in advance by the Parties before ARTIST is authorized to proceed with completion of the ARTWORK. Additionally, material deviations shall also include any change from the Final Approved Design or the Construction Documents, if applicable, which affects the fabrication, schedule of delivery or installation of the ARTWORK, preparation of the SITE and/or maintenance of the ARTWORK.

7. Final Approved Design–

Artist will produce a Project that is aligned with the approved Concept, attached as Exhibit B, and all of its drawings and approved plans, known as Final Approved Design for fabrication and installation except as noted elsewhere in this Grant Agreement.

8. Community Engagement Plan

Should ARTIST conduct intentional community engagement during the Project, ARTIST will obtain written permission prior to the use of any content created, which may include, but is not limited to: images, text, audio/visual recordings, or other content created for the Project by participants.

ARTIST will provide copies to TOWN of all written permissions and waivers related to Community Engagement content that indemnifies the TOWN against all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character related to the use of community-created content.

9. Final Drawings

Within 30 days after the Effective Date of this Grant Agreement, the ARTIST will prepare and submit the final design and construction drawings with an engineer's stamp, if applicable. These drawings will be based on the Approved Concept and incorporate any considerations or feedback provided by the TOWN.

10. Installation Specifications

Within 30 days after the Effective Date of this Grant Agreement, the ARTIST will prepare and submit Installation Specifications based on a draft Installation Plan included with the Approved Concept, attached as Exhibit B to the TOWN for use by TOWN's DPW.

11. Maintenance Plan

Prior to final payment, the ARTIST will submit a final Maintenance Plan based on a draft included with the Approved Concept, attached as Exhibit B to the TOWN for review, feedback, and commentary by the TOWN on the ARTIST's plan to incorporate community feedback.

12. Site Protection, Site Access and Risk.

i. SITE SUPERVISION.

1. The ARTIST must keep supervisory personnel with experience managing public art projects on the Project Site to work with installation contractor procured by the TOWN and provide efficient supervision, using ARTIST's best skill and attention. The ARTIST must use reasonable efforts at all times to safely guard the Project, the TOWN'S property and adjacent property, including underground utilities, from damage, injury or loss in connection with the Project.
2. During installation of the Project, ARTIST shall coordinate with installation contractor to clean up the site at reasonable intervals and at other times when directed by the TOWN. At all times while finish work is being accomplished, the site shall be kept clean, free of dust, construction debris and trash.
3. During installation of the Project, ARTIST shall coordinate with installation contractor to keep all site access areas clear and unimpeded for pedestrians and persons who use assistive devices, and to comply with all state and federal ADA laws.

4. Directly upon completion of the Project, ARTIST shall coordinate with installation contractor to remove from the site all equipment and any waste materials not previously disposed of, leaving the site thoroughly clean and ready for the TOWN'S final inspection by the Inspectional Services Department.
- ii. PROTECTION FROM DAMAGE.
 1. The ARTIST must protect the Project and related materials from damage due to the nature of the work, the elements, carelessness of the ARTIST, or from any cause until the completion and acceptance of the Project by the TOWN.
 2. The ARTIST assumes all risk of loss or damages under this agreement arising out of the nature of the work, the elements, carelessness of the ARTIST or anyone contracted by the ARTIST, or from any other causes which may be encountered in the performance of the work, until final acceptance of the Project by the TOWN, except loss or damage proximately caused by the TOWN, its employees, agents or other contractors or an act or event beyond the control of the parties.
 - iii. SITE ACCESS, REVIEW OF PROGRESS AND REPORTS.
 1. At reasonable times and with 72 hours advance notice to ARTIST, TOWN has the right to review the work in progress and to require and receive progress reports from ARTIST.
 2. TOWN shall have the right to visit ARTIST's studio at all times to inspect and review the progress of the ARTWORK.
 3. ARTIST shall be responsible for arranging with ARTIST's subcontractors for reasonable access for review and inspection of the ARTWORK at any subcontractor's place of business.

13. Insurance

Artist will hold a general liability insurance policy of at least \$1 million and \$2 million aggregate that includes the TOWN as an additional insured and will provide a copy of the policy to the TOWN Representative.

14. Indemnification

Artist fully indemnifies and holds TOWN harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorneys' fees) which may be asserted by any third party in any way related or incident to, arising out of, or in connection with the Project.

15. Warranties

- a. ARTIST shall perform all work as an independent contractor and not as an employee of TOWN. Artist shall not be deemed to be nor shall it represent itself as an employee, partner or joint venture of the TOWN.

- b. ARTIST affirms that it is the sole creator and owner of the ARTWORK and has full power and authority, unencumbered by the rights of any third party, to enter into this Agreement and to grant the rights set forth herein.
- c. Uniqueness. The ARTIST represents and warrants to the TOWN that the Project is artistically unique, and agrees not to create or be involved in the creation of an identical artwork within 100 miles of the TOWN. Additionally, ARTIST represents and warrants that:
- d. The Project is solely the result of the artistic effort of the ARTIST; Except as otherwise disclosed in writing to the TOWN and approved in writing by the TOWN prior to the time of execution hereof, the Project is unique and original and does not infringe upon any copyright or any other property or personal right;
 - i. That neither the Project delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and
 - ii. The Project is free and clear of any liens or claims or encumbrances from any source whatsoever.
 - iii. The Project will not infringe upon any proprietary right at common law, or any statutory copyright, or trademark right, or any other right of any other third party.
 - iv. The ARTIST shall defend and indemnify the TOWN against third party assertions of copyright infringement or claim involving the Project.
- e. Workmanship. ARTIST warrants to TOWN that all work performed will be performed in a workmanlike manner.
- f. Materials. The Project, as fabricated and executed, will use materials that are of good quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all faults and defects not inherent in the quality required.
- g. Defects & Deficiencies. Any work or material that is found to be defective or deficient, ARTIST will, without cost to TOWN, correct it promptly after receipt of a written notice from the TOWN, unless TOWN has previously issued a Change Order accepting the defect or deficiency or TOWN is the cause of the defect or deficiency, for example installation error.
- h. For a period of 18 months from the date of the TOWN'S Final Acceptance of the Project, the ARTIST agrees to replace or correct any material defects in the Project and that relate to a defect in the design, workmanship, or materials. The TOWN shall give notice to ARTIST of any observed material defect. If ARTIST fails to cure any such material defects, or to make arrangements to do so within a reasonable time satisfactory to the TOWN, the TOWN has the right to arrange for such replacements or corrections, and ARTIST must reimburse the TOWN for the costs of any such replacements or corrections. If the TOWN asks ARTIST to repair damage caused to the Project not related to the design, workmanship, or materials, for example by vandalism, collision, extreme environmental conditions, or other unforeseeable causes, the TOWN will reimburse ARTIST for reasonable material and labor costs for such repairs, except to the extent such damage is due to a defect in design, workmanship

or materials used in Project. Final Maintenance Plan must be written in accordance with these terms to receive final approval.

16. Ownership and Rights

Artist will assign to TOWN ownership and title to Artist's final submitted and approved ARTWORK. Artist shall retain copyright of all artistic work created under this Agreement with the following limitations:

1) For as long as ARTWORK is situated in a public place, copyright restrictions that infringe on the public's right to photograph and disseminate images of the work shall be considered void. For as long as ARTWORK remains public property, the TOWN reserves all rights to photograph or otherwise document and disseminate photographs or other documentation of ARTWORK and to give permission to others to do the same at its discretion and without consultation with Artist.

See US Copyright Law Subject Matter of Copyright:

<https://www.copyright.gov/title17/92chap1.html#102>

To the extent the uses, modification, destruction or removal of the Project under this Agreement affect any rights ARTIST may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. §106A(a) and §113, the ARTIST hereby knowingly waives any rights provided by those laws.

17. Documentation

ARTIST shall document the fabrication and installation of the artwork in accordance with the TOWN'S needs for archives and public records. Requests for specific documentation needs will be submitted to Artist in writing not less than 10 days prior to installation of artwork.

18. Attribution

Any reproductions of the Work made by the TOWN will credit the ARTIST and will contain a copyright notice substantially in the form "©ARTIST's name, 20_ ." Any reproductions of the Work made by the ARTIST will credit the TOWN and will contain a notice in the form "An original work owned and commissioned by the (TOWN of Southbridge)."

19. Termination

a. Termination for Convenience

Either party retains the right to terminate this Agreement for Convenience and without cause and without penalty upon 10 days written notice. Upon Notice of Termination for Convenience by either party, ARTIST must remit to TOWN all remaining unexpended funds from Payments already received. Any alteration to the site created by ARTIST prior to ARTIST's termination for convenience shall at the direction of the TOWN, be restored to its original condition by the ARTIST at the ARTIST sole cost.

a. Termination for Breach

In the event that either party terminates this Agreement for any breach of covenants identified herein; the parties agree to negotiate a resolution/cure of such alleged

breach within 1 business day of Notice of Termination of Breach. In the event that a mutual resolution/cure of the alleged breach cannot be reached after 10 business days of the date of the Notice, or at a later date as mutually agreed in writing by to by the parties the parties agree to enter into a mediation process, which if fails, entitles parties to seek any and all damages in Massachusetts court of competent jurisdiction.

20. Time of Completion and Formal Acceptance

The Project shall be fully installed and completed by ARTIST by June 30, 2025, unless delays are caused by the TOWN, or by events beyond the control of both parties, at which time completion may be amended. Any extensions of time must be agreed to in writing by both parties. The ARTIST must notify the TOWN when the Project is fully installed and complete. No more than thirty (30) days after receiving such notice, the TOWN will provide the ARTIST a written response, informing the ARTIST that either (i) the TOWN agrees that the Project is fully installed and is complete consistent with the terms of this Agreement, and the TOWN formally accepts the Project as completed ("Letter of Acceptance"); or (ii) the TOWN does not consider the Project to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the ARTIST must then cure before the TOWN will issue a Letter of Acceptance.

The Project is not finally complete for purposes of this Agreement until the TOWN has issued a Letter of Acceptance ("Final Acceptance."). Once the TOWN has issued a Letter of Acceptance the TOWN will be the sole owner of the Project.

21. Maintenance and Restoration

Removal, Relocation, or Destruction. Nothing in this Agreement shall preclude any right of the TOWN in its sole discretion to (i) remove the Project from public display; (ii) move or relocate the Project to another location selected by the TOWN for public display; or (iii) destroy the Project.

If the TOWN shall at any time decide to destroy the Project, the TOWN shall notify the ARTIST and offer the ARTIST a reasonable opportunity to recover the Project at no cost to the ARTIST, except for an obligation of the ARTIST to indemnify and reimburse the TOWN for the difference between the TOWN'S cost to recover the Project and the TOWN'S cost to destroy the Project, as reasonably determined by the TOWN. Without limiting the generality of this section, the ARTIST agrees that his rights in connection with the destruction of the Project are as described in this section; the ARTIST waives any greater or other rights which he might have in connection with the removal or destruction of the Project under 17 U.S.C. §106A(a) and §113.

22. Equal Opportunity Policy

The TOWN is committed to ensure that all programs, services, policies, and practices are formulated and conducted in a manner which will ensure equal access for all people and prevent discrimination not only as a matter of law, but also as a policy

designed to encourage the participation of all segments of the Commonwealth's population in the TOWNs programs and services.

The TOWN is dedicated to creating a workplace, programs, and services that welcome, respect and value people of all races, color, age, sex, ethnicity, sexual orientation, gender identity, religions, creeds, ancestry, national origin, disability and veteran status, and does not discriminate on the basis of these attributes. We strive to reflect diversity in all activities, programs and services by removing any barriers to accessibility.

23. Non-Assignment

This Agreement is non-assignable. Artist may not assign any term, in part or in whole, of this Agreement.

24. Notices

All notices required by this Agreement shall be in writing and mailed by First Class Mail, return receipt to:

To the TOWN:

Attention: John D. Jovan, Jr., Town Manager

To the Artist: _____

Attention: _____

All notices sent to the Artist shall be to the address identified above. Failure of ARTIST to inform TOWN in writing of any change of address during the Term of this Agreement shall result in the identified address deemed as the last known address, and notice shall be deemed sufficient when sent to this address.

25. Amendments

Any and all amendments to this Agreement must be made in writing and signed by the both parties by a person with designated authority to bind each party.

26. Severability

If any term of this Agreement is held to be illegal, void or unenforceable by a Massachusetts court of competent jurisdiction, all other terms shall remain valid and enforceable.

27. Forum Selection and Venue

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all legal actions commenced under this Agreement shall be in a Massachusetts court of competent jurisdiction.

28. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and it supersedes and replaces any prior written or oral agreements or representations between the parties.

SAMPLE

EXHIBIT A
Call for Artists

SAMPLE

EXHIBIT B
APPROVED CONCEPT AND DRAWINGS

SAMPLE

EXHIBIT C
PAYMENT SCHEDULE

- Deliverable 1: Signed Public Art Grant Agreement
 - 15% payment
 - Narrative of project including goals and objectives, roles and responsibilities of artist team members, TOWN, and other community partners, and anticipated problems or impediments with proposed strategies for addressing the problems identified.
 - Work Schedule with estimated completion of deliverables, interim approvals to reach deliverable deadlines, regular project check-ins, and meetings and other community engagement activities.
 - Detailed concept drawings for the project.
 - Plan for engaging residents or artists in the fabrication of the process.
 - Draft fabrication plan and timeline.
 - Draft installation plan and timeline.
 - Draft maintenance and conservation plan.
 - Approvals from or on behalf of Artist Team; TOWN authorities
- Deliverable 2: Approved Final Design
 - 45% payment
 - Stamped Construction Drawings.
 - Certificate of insurance identifying the TOWN as the insured.
 - Detailed Fabrication Plan and Timeline.
 - Detailed Installation Specifications.
 - Approvals from or on behalf of Artist Team; TOWN authorities
- Deliverable 3: Fabrication of Artwork
 - 20% payment
 - Artwork fabricated according to approved plans and construction drawings.
 - Updated plan and timeline for site preparation and installation.
 - Approvals from or on behalf of Artist Team; TOWN authorities
- Deliverable 4: Installation and Inspection
 - 15% payment
 - Final Site Preparation.
 - Successful installation of artwork.
 - Approvals from or on behalf of Artist Team; TOWN authorities
- Deliverable 5: Final Maintenance and Conservation Plan – Estimated due date: Nov, 2021
 - 5% payment
 - Detailed information provided about the materials used in the artwork.
 - Anticipated maintenance needs and requirements.
 - Plan of action for artwork failure or emergency.
 - Plan of action for minor repair or maintenance.
 - Artist's responsibilities related to maintenance.
 - Approvals from or on behalf of Artist Team; TOWN authorities.

EXHIBIT D

TOWN'S

TOWN hereby agrees that it will: RESPONSIBILITIES

- A. Review and approve project deliverables in a timely manner and in accordance with the schedule outlined in Exhibit D.
- B. Direct the Department of Public Works to
 - a. Provide Artist and their team with appropriate permits and required personnel for use of site during installation on an as-needed basis.
 - b. Procure and manage an appropriate and experienced contractor to perform site preparation, lay a foundation and install the accepted and fabricated ARTWORK in accordance with specifications detailed in stamped construction drawings to be provided by the Artist.
- C. Direct the Community Development Department to:
 - a. Make payments to Artist in a total amount not to exceed \$75,000.00. Payment shall be made according to the schedule outlined in Exhibit D. Final Payment shall be upon the successful installation and TOWN acceptance of Artist's completed maintenance plan. Final payment shall be made within 30 days of the approved submission of the Artist's completed maintenance plan.
 - b. Provide funds to cover the costs of engineering review, site preparation and installation of approved and fabricated ARTWORK to an amount not to exceed \$31,000, including but not limited to the following costs: engineering review and stamping of construction drawings (if needed); installation contractor fees; installation equipment; police detail (if applicable); and street closure permits.
 - c. Provide access to a structural engineer for review and stamping of final construction drawings prior to fabrication of Artwork, if needed.
 - d. Facilitate Artist's access to space for staging and storage of materials near SITE at no cost to Artist.
- D. Direct the Planning Department to designate a TOWN Representative to oversee the site preparation and installation of the ARTWORK and work with the Artist and Installation Contractor for quality control supervision and resolve any unforeseen issues or challenges that may arise during installation.