

**CALL FOR ARTISTS  
CHARLOTTE FORTEN MEMORIAL PROJECT  
SALEM, MASSACHUSETTS  
June 5, 2023**



**Project Budget: Not to Exceed \$120,000**

**Submission Deadline: Sunday, July 16, 2023, at 11:59pm ET**



## **I. Project Overview**

The City of Salem, Salem Public Art Commission, and the Charlotte Forten Memorial Project Advisory Committee are seeking artists/artist teams to create a site-specific commemorative artwork in the form of a life-size/slightly larger-than-life, figurative bronze statue in the likeness of Charlotte Forten Grimké to serve as a memorial in honor of her life and legacy. Once completed, the work will be located in Charlotte Forten Park, 289 Derby Street, Salem, Massachusetts.

The public art competition is open to all interested artists and artists teams at least 18 years old and residents of the United States. Artists and artists teams that identify as Black, Indigenous, or People of Color (BIPOC) and female are strongly encouraged to apply. Local artists or artists teams who live or work in Salem or the North Shore are strongly encouraged to apply.

The artist selection process will happen in two phases:

- **Phase 1: National 'Call for Artists' to submit qualifications & the selection of semi-finalists**
- **Phase 2: Semi-finalist artists/artist teams to submit concepts & selection of final awardee**

## **Who is Charlotte Forten?**

### ***Charlotte Louise Bridges Forten Grimké***

***1837-1914***

#### **LEGACY**

Charlotte Louise Bridges Forten Grimké, born in 1837, the daughter of Robert Bridges Forten and Mary Woods Forten, wealthy Blacks in Philadelphia, was the fourth generation of her family born free. The Forten's success did not protect them from racist insults and bigotry, however. They financially supported and were actively involved in the Philadelphia abolitionist movement, and included among their friends and associates the likes of Frederick Douglas and William Lloyd Garrison. Passionate debate on the issues of the day took place in Charlotte's presence as a child and nurtured her commitment to education, freedom, women's rights, and racial equality. These pillars formed her lifelong mission.

#### **SIGNIFICANCE OF CHARLOTTE IN SALEM, MA**

As the Philadelphia public schools were segregated, Charlotte was tutored at home rather than subjected to the indignities of racially separate schools. When she was sixteen, her father, James, contacted his friend Charles Lenox Remond, a prominent abolitionist in Salem, and requested that his brilliant daughter complete her education in the recently re-integrated schools of Salem. In this setting Charlotte continued to flourish and to refine her commitment to justice. The Remond home, like Charlotte's own, was the center of anti-slavery activity and debate. An integral part of the Salem community, Charlotte attended the Higginson Grammar School. Thereafter, she was admitted to the first class of Salem Normal School from which she graduated in 1856. Shortly afterwards she was offered a teaching position at Epes Grammar School, becoming the first Black teacher in Salem.

Throughout her life, Charlotte wrote poetry and essays, and kept a diary, (*The Journals of Charlotte Forten*, Oxford University Press, 1988.) Here she praised the community she found in Salem through its schools, its people, and its environment. As the Civil War began, Charlotte saw an opportunity to fulfill her dream of uplifting her people. With all the fervor instilled in her at Salem Normal, she applied for and received (though not without some opposition) employment as a teacher of “contraband”, freed Blacks on St. Helena Island, off coastal South Carolina in 1862. There she remained for two years, reporting her experiences in essays for *The Atlantic Monthly*. Though constantly challenged by ill health, Charlotte continued to fulfill her mission to further the causes of her people through education, writing, and public service. She married the Rev. Frances Grimké, in 1878. The couple resided in Washington, DC where she continued to be active in race uplift movements until her death in 1914.

### **IMPORTANCE OF THE PROJECT**

Throughout the United States, there are far fewer public statues dedicated to women compared to men, and still fewer dedicated to women of color. While Charlotte Forten Grimké and her lifelong work were known in some scholarly circles, especially among Black scholars and in Historically Black Colleges and Universities (HBCUs), her familiarity to a greater public has not been ensured. Grounded in her beliefs that education and freedom were the salvation of her people, Charlotte fits comfortably into the city’s traditions of liberty and justice. Salem wishes to recognize the honor she brings to our city.

*Prepared by Gwendolyn Rosemond.*

*More resources on the life of Charlotte Forten Grimké can be found on the [project website](#).*

## **The Site**

The Charlotte Forten Memorial will be sited within Charlotte Forten Park, located at 289 Derby Street. Charlotte Forten Park is a roughly 25,000-square-foot plaza owned by the Salem Redevelopment Authority in partnership with the City of Salem. Charlotte Forten Park includes a plaza for programs and performances, a harbor-walk around the South River, swing seating facing the water, built-in percussion play-features, and green space. Just across the canal is Salem’s ‘The Point’ neighborhood, a National Register Historic District and home to a diverse and vibrant immigrant community, and El Punto Urban Art Museum’s open-air murals and other public art celebrating Dominican cultural heritage and others in the neighborhood. The park is a connection point between Salem’s bustling downtown and historic waterfront. In its seat along Derby Street, the park is adjacent to pirate museums, a bakery and other tourist attractions. The park was dedicated as Charlotte Forten Park in 2019. In 2021, the City conducted creative community engagement around how residents would like to memorialize Charlotte Forten in the park, including bilingual surveys and on-site pop-up activities. A detailed site plan of Charlotte Forten Park is included for reference in **Appendix C**.

## **The Awards**

Funding for this project comes from the City of Salem and the National Endowment for the Arts. Grant awards will be made at each phase of the artist selection process as follows:

**Phase 1:** A stipend of seven-hundred-fifty dollars up to one-thousand dollars (\$750- \$1,000) will be awarded to each Semi-Finalist for initial concept development and participation in two to three (2-3) community engagement events through a concept development grant agreement (see **Appendix B**). Three to five (3-5) of these grant awards are available.

**Phase 2:** From these initial concepts, one artist/artist team will be selected as the final awardee for the project and will be eligible for funding up to one hundred-twenty thousand dollars (\$120,000) through a

public art grant agreement. The text of this grant agreement will be provided to all semi-finalists along with their invitation to proceed.

This maximum allowable budget of \$120,000 is inclusive of all associated project costs, including:

- Complete design and development of the artwork (and any base/pedestal if one is desired by the artist)
- Engineering documents and approvals
- Artists' fees for creation, coordination, community engagement, and insurance(s)
- Materials (including base/pedestal if one is desired by artist)
- Foundry and fabrication
- Installation coordination\*
- Transportation and delivery
- Contingency
- 2-year warranty from the artist and foundry for the completed artwork

\* Installation is to be coordinated between the selected artist/artist team, City of Salem's Arts & Culture Staff and Department of Public Services. Installation costs will be paid for directly by the City of Salem and are outside of this award.

## How to Apply

Submissions will be received via our online portal here: <https://bit.ly/CharlotteFortenArtistSubmissions>

Submissions will be accepted until 11:59pm, Sunday, July 16, 2023.

If you would prefer to submit a physical copy, please deliver your materials to:

Julie Barry, Senior Planner, Arts & Culture City of Salem Planning & Community Development Department  
98 Washington Street, 2<sup>nd</sup> Floor, Salem MA 01970.

**An optional Artists FAQ/project info session** will be held via Zoom on **Thursday, June 15, 2023 at 5:30pm.**

Please RSVP here: <https://us02web.zoom.us/meeting/register/tZMud-qvqTMpG9BqLxgShfd3xe94FY2XedqG>

**Questions** must be submitted in writing by no later than **4pm on Monday, June 19, 2023.**

Please send your written questions to Julie Barry at [jbarry@salem.org](mailto:jbarry@salem.org).

Responses to received questions will be posted by 4pm on Wednesday, June 21, 2023, to the project website: <https://www.salemma.gov/public-art-commission/pages/charlotte-forten-memorial-project-0>

**The City of Salem reserves the right to withdraw this Call for Artists at any time without penalty.**

## II. Project Goals & Values

The overall goal of this project is to install a memorial honoring the life and legacy of Charlotte Forten Grimké. Within the context of this goal, the Charlotte Forten Memorial Project Advisory Group has identified key values to guide artists/artist teams in their applications and memorial concept proposals.

**The key values include:**

### Justice

- The memorial should be representative of Charlotte Forten and her commitment to justice as an abolitionist, suffragist, educator, writer, and poet. It is important that this statue conveys the bravery and dedication that Charlotte Forten brought to her efforts as an educator, intellectual and advocate for abolition, suffrage and civil rights.

## **Invitational**

- The memorial's presence, as well as its posture, form, and positioning, should serve as an invitation to learn about Charlotte Forten's life, writing and achievements. It should spark curiosity to engage and learn about Charlotte's life as part of the Salem community, while also supporting broader recognition of the rich histories and presence of Black communities in Salem.

## **Inspirational**

- The memorial should inspire visitors with a sense of awe for Charlotte Forten's courage, resilience and strength in the face of adversity, throughout her life. The memorial should honor and capture her boldness, as well as pay tribute to her leadership and passion for the exchange of ideas and a lifelong dedication to education and equity.

## **Relatable**

- The memorial should reflect the time that Charlotte spent in Salem as a student, a teacher, and an activist. Artists/artists teams should consider how the development of the memorial will center, engage, and relate to Salem's youth of color and how Charlotte's endeavors have framed and mirrored the lived experiences of today.

## **Connectivity**

- Charlotte Forten's story is connected to a broader legacy of Black history and abolitionist legacies in Salem, from her peers to familial connections and friendships. The memorial should serve as a place that strengthens the knowledge and recognition of her broader community and leverage opportunities to highlight the many connected histories.

## **Accessible**

- The memorial and its base/pedestal, if any, must be designed in a way that is accessible, taking into consideration the approach of individuals with visual impairments where protrusions are concerned.

## **III. Commemorative Artwork Priorities**

Throughout multiple rounds of community engagement and conversations with the Project Advisory Group, the following considerations should be prioritized and incorporated into applications and concept proposals:

- It is crucial that the memorial depicts an accurate likeness of Charlotte Forten Grimké based on historic images, conveying her physical features in ways that honor her racial identity.
- Artists/artist teams should demonstrate their experience making work related to social justice, equity and anti-racism. Artists/artist teams should articulate how these themes shape the essence of their work.
- Artists/artist teams should clearly articulate their approach to commemorative public artwork and the considerations they bring to memorializing Charlotte Forten Grimké and her significance in Salem and beyond.

## **IV. Selection Process**

### **Eligibility:**

The public art competition is open to all interested artists and artists teams at least 18 years old and residents of the United States. Artists and artists teams that identify as Black, Indigenous, or People of Color (BIPOC) and female are strongly encouraged to apply. Local artists or artists teams who live or work in Salem or the North Shore are strongly encouraged to apply.

**Process Summary & Timeline:**

<b>PHASE 1 – SUBMISSION OF QUALIFICATIONS</b>	
Call for Artists/Artist Teams Launched & Applications Open	June 5, 2023
Artists FAQ Virtual Meeting (Optional) RSVP <a href="#">Here</a>	June 15, 2023 at 5:30PM
<b>Deadline to Submit Written Question to <a href="mailto:jbarry@salem.com">jbarry@salem.com</a></b>	<b>June 19, 2023 at 4PM</b>
Answers to All Written Questions Posted on Project Website	June 21, 2023
<b>Deadline for Submission of Qualifications</b>	<b>July 16, 2023 at 11:59PM</b>
Application Review & Selection of 3-5 Artist/Artist Teams as Semi-Finalists for Concept Development	July 17-31, 2023
<b>Public Announcement of 3-5 Selected Artists/Artist Teams &amp; Invitation to Semi-Finalists to Submit Initial Project Designs/Concepts</b>	<b>July 31, 2023</b>
<b>PHASE 2 – CONCEPT DEVELOPMENT PROPOSALS &amp; FINAL SELECTION PROCESS</b>	
Pre-proposal Meeting and Site Visit with Project Advisors (Both meeting and site visit will be conducted virtually and are <u>mandatory</u> for all selected Semi-Finalist Artists/Artist Teams)	Week of July 31, 2023
<b>Deadline for Phase 2 – Selected Artists/Artist Teams to Submit Concept Proposals</b>	<b>September 8, 2023</b>
Selected Artists/Artist Teams Presentations to Technical Review Committee (Mandatory for all Semi-Finalist Artists/Artists Teams)	Early September 2023
Public Forum Meeting where Artists/Artist Teams present Memorial Concept Proposals (Mandatory for all Semi-Finalist Artists/Artists Teams)	Early to Mid-September 2023
Public Voting and Feedback on Memorial Concept Designs	Mid- Late September 2023
Selection Panel Recommends Final Artist/Artist Team to Salem Public Art Commission and Mayor for Approval	Late September 2023
<b>Final Artist/Artist Team Completes Signed Grant Agreement with City &amp; Award is Publicly Announced</b>	<b>Early October 2023</b>
Final Artist/Artist Team Moves to Final Design, Fabrication & Installation	Fall 2023 – Spring 2024
<b>Targeted Date for Completion &amp; Installation</b>	<b>Summer 2024</b>

**Process Details:**

**Phase 1: Artists/Artist Teams Selected for Concept Development**

- Artists/Artist teams will submit applications as outlined below in response to “Call for Artists”.
- The City of Salem staff and the Selection Panel will review the artist's/artist team's applications and qualifications. This review will determine which artist/artist team will be invited to submit initial design concepts based on the required qualifications.
- Three to five (3-5) selected artists/artist teams will be identified as semi-finalists and invited to submit concept proposals.
- Artists/Artist teams identified as semi-finalists who accept the invitation will be required to enter into a grant agreement to receive a maximum stipend of \$1,000 per artist/artist team (not to exceed \$5,000 distributed equally across all artists/artist teams) for initial concept and design development.

**Phase 2: Concept Development and Final Artist/Artist Team Selection**

- These contracted semi-finalist artists/artist teams will be given 6 weeks for initial concept and design development.

- Semi-finalists will be required to have a preliminary virtual meeting with the Charlotte Forten Project Advisory Group and Technical Review Committee and attend a virtual site visit of Charlotte Forten Park.
- Semi-finalists will submit memorial concept proposals for review, including detailed sketches/images of memorial concept designs, interpretive/commemorative narrative overview description of design/concept, informed engagement plan, proposed project timeline, technical requirements, general installation needs/plan, itemized project budget (see example in Appendix D), and a recommended maintenance plan.
- The City of Salem staff and Selection Panel will review the Semi-finalists' memorial concept designs to confirm they meet the minimum concept submission requirements.
- Semi-finalists with complete memorial concept submissions will meet with the Technical Review Committee for a detailed technical review of the proposed concepts and receive feedback prior to a public review and selection process.
- Semi-finalists will revise, as needed, and present memorial concept designs at a public forum for public feedback and to inform a public voting process to help select the final memorial design.
- Using details submitted in the concept proposals and input from both the Technical Review Committee and public feedback, the Selection Panel will identify one Artist/Artist Team to recommend to the Salem Public Art Commission and Mayor for final approval.
- The Final Artist/Artist team will enter into a Public Art Grant Agreement with the City of Salem for the development, creation, and implementation of a public art memorial as outlined in this Call for Artist in exchange for an all-inclusive grant stipend not to exceed \$120,000. Funding is inclusive of all associated project costs as specifically outlined on page 3 of this Call for Artists. A copy of this public art grant agreement will be provided to all selected Semi-Finalist Artists/Artist Teams when invited to submit concepts.

## V. Submission of Qualifications / Application

Artist/Artists Teams seeking to be considered for this project should submit their application and qualifications using our online submission form here: <https://bit.ly/CharlotteFortenArtistSubmissions>

### Submission Requirements:

- **Artist/Artist Team Information**
  - Contact information for Team Lead (full name, email, phone number, and mailing address).
  - Bios (for you and/or your team).
  - Resumes for lead artist and key team members if applicable.
  - Written descriptions of 3-5 examples of relevant projects, including public art design and fabrication, community engagement & commemorative work. identify which team members are associated with each project. Upload this as an attachment to your submission form.
  - Images of or links to information about the projects listed above.
- **Commemorative & Community Engagement Statements**  
**Please provide a written response to each of the following questions:**
  - Why does this public art opportunity interest you/your artist team?
  - What approach or values do you/your artist team bring to commemorative artwork?
  - In what ways does the life and legacy of Charlotte Forten speak to you/your artist team?
  - How will you/your artist team approach community engagement beyond the public input opportunities that are part of this process?
- **Three References** for project work listed above. If the team has not worked together previously, at least one project reference per team member is required. Upload these as an attachment to your submission form.

## VI. Evaluation Requirements & Review Criteria

**Basic Requirements:** Artists/Artist teams will be evaluated for eligibility based on the following:

- **Minimum Eligibility Requirements:** US resident, 18 years of age or older.
- **Application Completeness:** Submitted applications must be complete and include all the above-referenced documents (artist/artist team information, commemorative statements, and references). Applications with missing or incomplete documents will be considered ineligible.
- **Expertise & Experience:** Artists/artist teams must demonstrate experience through completed projects in the following areas: public art design & fabrication, commemorative artwork development, and community engagement.
- **References:** Artists/artist team must supply a minimum of three references for the completed work or at least one reference per team member. Qualifying references must have had a supervisory role related to the project or held commissioning or approval authority over the project.

**Review Criteria:** Artists/Artists teams will be evaluated on the following qualitative criteria:

- **Alignment with Values:** Artist's/Artist team's prior work and written statements on their interest in the Charlotte Forten Memorial project as it aligns with project values developed by the Project Advisors.
- **Commemorative Connection:** Artist/Artist team demonstrates meaningful engagement with the life and legacy of Charlotte Forten Grimké in their approach to commemorative artwork, communicating a strong understanding of her identity and the significance of this memorial. Commemoration statements will be evaluated for alignment with commemoration priorities.
- **Community Engagement:** Artist/artist team demonstrates cultural sensitivity through prior work and articulates an understanding of the local community context in a proposal for additional engagement activities.
- **Quality:** Artist's/Artist team's relevant project experience demonstrates a high standard of quality of figurative sculptures that convey accurate depictions of individuals. Qualifying project experience will also be reviewed for the artists' ability to meet deadlines on prior projects, manage project budgets, and ensure the delivery and maintenance of a durable product and demonstrate reliability and overall high-quality project management.
- **Diversity:** The project team reflects the overall project goal to strive for diversity, particularly of women and BIPOC artists, by including project partners that represent eligible categories of certification based on the criteria used by the [Massachusetts Office of Supplier Diversity](#).

See **Appendix A** to review the rubric that outlines the weighted criteria for artist/artist team selection.

## VII. Project Background

### Project Development

In 2017 the City of Salem led a design process with CBA Landscape Architects, Studioful Design and Creative Collective to redevelop the lot located at 287 Derby Street in Downtown Salem. The park was constructed with the help of a grant from the Commonwealth of Mass Executive Office of Energy + Environmental Affairs. After the park was redeveloped, it was named Charlotte Forten Park following a town-wide vote and was officially dedicated on September 20, 2019.

Following the park's dedication, the City applied for and received a grant from the New England Foundation for the Art's Collective Imagination for Spatial Justice in 2020 to envision a memorial for the park's namesake. The goal was to better understand how Salem residents want to commemorate and celebrate the legacy of Charlotte Forten.

This grant allowed City staff to pay three artists, designers, and curators—Mel Isidor, Keshia DeLeon, and Claudia Paraschiv—to develop and implement a creative community engagement strategy that helped inform what a modern memorial to Forten could look like. The team deployed a bilingual community survey, postcard campaign, and pop-up events located in the park. In addition to generating strong community networks, these engagement activities surfaced and clarified community preferences for the future of the park and memorial. In May and June of 2021, the engagement team collected 300+ responses from community members on how to best memorialize Charlotte Forten in the park. Check out some takeaways from the survey [here](#).

In 2022, the City of Salem received a technical assistance grant from the Metropolitan Area Planning Council (MAPC) to support the development of the Call for Artists, strengthen local engagement and form a Charlotte Forten Memorial Project Advisory Group. Interviews with regional stakeholders were conducted throughout the summer of 2022, and the Project Advisory Committee was officially formed in December 2022. In late 2022 the project secured the funds necessary to move forward using a combination of City funds and a grant of \$30,000 from the National Endowment of the Arts. This City is incredibly grateful for this support.

**Project Advisory Group Members:**

Nate Bryant  
Michael Corley  
Regina Zaragoza Frey  
Yinette Guzman  
Monieke McNeil  
Shawn Newton  
Claudia Paraschiv  
Dean Rubin  
Brenda Stevenson  
Doreen Wade  
Alphonse Wright

**Project Partners:**

- [City of Salem, Community Planning and Development Department Arts & Culture Programs](#)
- City of Salem, Diversity, Equity and Inclusion Director
- City of Salem, Department of Public Services
- [Salem Public Art Commission \(SPAC\)](#)
- [Salem Redevelopment Authority \(SRA\)](#)
- [Salem State University \(SSU\)](#)
- [Metropolitan Area Planning Council \(MAPC\)](#)

*To learn more about the Charlotte Forten Memorial Project visit the [City of Salem's Charlotte Forten Memorial Project page](#).*

**APPENDICES**

APPENDIX A: Rubric for Artist/Artist Team Selection

APPENDIX B: Concept Development Grant Agreement

APPENDIX C: Site Plan Diagram & Site Considerations

APPENDIX D: Sample Budget Template

## APPENDIX A: RUBRIC FOR ARTIST REVIEW

### Phase 1: Charlotte Forten Memorial Project

Artist/Artist Team Name(s): \_\_\_\_\_

#### I. General

a. Is the application complete? Does it contain all requested information and materials in a format that is clear and easy to understand?	Y / N
b. Does the artist/artist team demonstrate experience with commemorative works of art and large-scale public art project implementation through their submitted materials?	Y / N
<i>If the answer to either of these questions above is "no," strongly consider disqualifying the applicant.</i>	

#### II. Experience and Commissions - 50 Points

Please answer these questions on a scale of 1-10 with 10 being the highest

a. How strongly do the artist's/artist team's submitted examples of past work reflect and represent the quality, style, and feeling expressed for this project and the community of Salem?	__/10
b. How strongly does the artist/artist team demonstrate experience with commissioned work?	__/10
c. How would you rate the quality of the artist/artist team's past work? Does it demonstrate a high standard of quality of figurative sculptures that convey accurate depictions of individuals?	__/10
d. How strongly does the artist/artist team demonstrate experience with commemorative artwork?	__/10
e. How strongly does the artist/artist team demonstrate experience collaborating with community members and stakeholders to inform content and implement a project?	__/10
<b>Experience and Commissions Subtotal:</b>	<b>__/50</b>

#### III. Connection, Commemorative Artwork, and Community Engagement - 50 Points

Please answer these questions on a scale of 1-10 with 10 being the highest

a. How would you rate the artists/artist team's alignment with the values articulated by the Charlotte Forten Memorial Project Advisors?	__/10
b. How would you rate the artist/artist team's engagement with the life and legacy of Charlotte Forten Grimké in their approach to commemorative artwork? Do they communicate a strong understanding of her identity and the significance of this memorial?	__/10
c. How would you rate the artist/artist team's cultural sensitivity through prior work?	__/10
d. How well does the artist/artist team articulate an understanding for the local community context in a proposal for additional engagement activities?	__/10
e. How strong is the artist/artist team's statement on their personal connection to the life and legacy of Charlotte Forten Grimké?	__/10
<b>Connection, Commemorative Artwork, &amp; Community Engagement Subtotal</b>	<b>__/50</b>

**Overall Score**

1. General – If “no” disqualify	Y / N
2. Experience and Commissions	___/50
3. Connection, Commemorative Artwork, & Community Engagement	___/50
<b>Grant Total:</b>	<b>___/100</b>
<b>Overall Recommendation to Proceed to Concept Development</b>	<b>Y / N</b>

**Additional Comments, if any:**

**Juror's Initials:**

\_\_\_\_\_



CITY OF SALEM, MA  
Planning & Community Development Department  
Arts & Culture Programs  
Artist Concept Development Grant Agreement  
Contract Number: 24-PA-XXX



The following is a CONTRACTUAL GRANT AGREEMENT (“Agreement”) made and concluded this X day of Month in the year Two Thousand Twenty-three by and between Artist/Artist Teams Name, with the business address of Artist/Artist Team Business Address (hereinafter referred to as the “Artist”) and the City of Salem, MA with a usual place of business at 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, its duly authorized Purchasing Agent, its Department of Planning & Community Development, and its Public Art Commission (collectively hereinafter referred to as the “City”), alternatively referred to as “the parties”.

**WHEREAS**, City publicly released a Call for Artists on or about [date of release], attached hereto as Exhibit A; and,

**WHEREAS**, Artist submitted an application in response to the City’s Call for Artist and was selected as a Semi-Finalist and invited to develop an initial concept design for a public art commission as requested in the City’s Call for Artists, attached hereto as Attachment A, and formally made a part of this agreement by reference; and,

**WHEREAS**, City has reviewed Artist’s application and has determined that it meets all prequalification requirements; and,

**WHEREAS**, pursuant to Massachusetts General Laws, Chapter 30B, section 21, the City may, as a public procurement, enter into a Grant Agreement with an individual to “carry out a public purpose”; 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 the sufficiency of which are hereby acknowledged, the parties hereby do agree as follows:

## Terms and Conditions

### Term

The Term of this Agreement shall be for twelve months, and it shall expire on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

### The City hereby agrees that it will:

- Make payments to the Artist in stipend in the amount of \$ \_\_\_\_\_, not to exceed \$1,000. The Initial Payment to be made to the Artist shall be ½ of the total amount at the time of execution of this Agreement. Final Payment shall be made upon the successful submission and the City’s acceptance of the Artist’s completed public art concept. Final payment shall be made within 30 days of the successful and approved submission of the Artist’s completed public art design concept as outlined in the City’s Call for Artists (Attachment A).
- Provide the Artist with public attribution of its completed public art design concept.
- Conduct a public event(s) to showcase the Artist’s submission and facilitate a public vote as to whether the Artist’s initial public art design concept shall be selected for fabrication and installation.

Such public event(s) shall equally showcase all prequalified semi-finalist artists who have successfully submitted an approved initial public art design concept.

**The Artist hereby agrees that it will:**

- Perform all work as an independent contractor and not as an employee of City. The Artist shall not be deemed to be, nor shall it represent itself as an employee, partner or joint venture of the City.
- Provide any and all materials and equipment necessary to submit an approved submission of Artist's completed initial public art design concept.
- Submit its completed initial public art design concept on time and within the requirements set forth in the Call for Artists.
- Allow the City to reproduce and publicly display the submitted concept in any medium of its choice, without exception and without Artist's prior approval.
- Assign to the City ownership and title to Artist's final submitted and approved artistic work. Artists shall retain copyright of all artistic work created under this Agreement. See US Copyright Law Subject Matter of Copyright: <https://www.copyright.gov/title17/92chap1.html#102>
- Affirm that it is the sole creator and owner of the completed initial public art design concept 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.
- Affirm the completed public art concept 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.
- Affirm the completed public art concept contains no material that is unlawfully obscene, libelous, that violates the right of privacy or publicity of any person or is otherwise harmful to any third party, so as to subject City to liability or is otherwise contrary to law.
- Affirm that the Artist fully indemnifies and hold City 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 Artist's completed initial public art design concept.
- Affirm that the Artist will be responsible for the payment of any and all state and federal taxation with regards to received payments.

**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 City all remaining unexpended funds from the Initial Payment.

**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 5 days of Notice of Termination of Breach. In the event that a mutual resolution/cure of the alleged breach cannot be reached after 5 days of the date of the Notice, the parties agree to seek any and all damages in Massachusetts court of competent jurisdiction.

**Notices**

All notices required by this Agreement shall be in writing and mailed by First Class Mail to the addresses included in this agreement.

All notices sent to the Artist shall be to the address identified above. Failure of Artist to inform City 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.

**Non-Assignment**

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

**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.

**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.

**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.

**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.

**Acknowledgements and Agreements**

By signing all parties are indicating that they have read and understand all rules and regulations contained within and also acknowledge that these policies are subject to change, with written notice, if warranted and in the best interest of the City of Salem. IN WITNESS WHEREOF, the parties have executed this Artist Concept Development Grant Agreement as of the day and year first written above and hereby do agree to all terms, conditions, and regulations held within this document under the pains and penalties of perjury.

**By the Artist/Artist Team:**

**By City of Salem, MA:**

\_\_\_\_\_  
Authorized Officer's Signature

\_\_\_\_\_  
Dominick Pangallo  
Mayor

\_\_\_\_\_  
Authorized Officer's Print Name

\_\_\_\_\_  
Anna Freedman  
Finance Director

\_\_\_\_\_  
Tom Daniel,  
Director, Planning & Community Development

\_\_\_\_\_  
Anthony P. Delaney  
Chief Procurement Office

Approved as to form:

\_\_\_\_\_  
Elizabeth Rennard, Esq.,  
City Solicitor

APPENDIX C: SITE IMAGES, DIAGRAM & MEMORIAL DESIGN CONSIDERATIONS

Images of Charlotte Forten Park

Image 1: Site Context Image

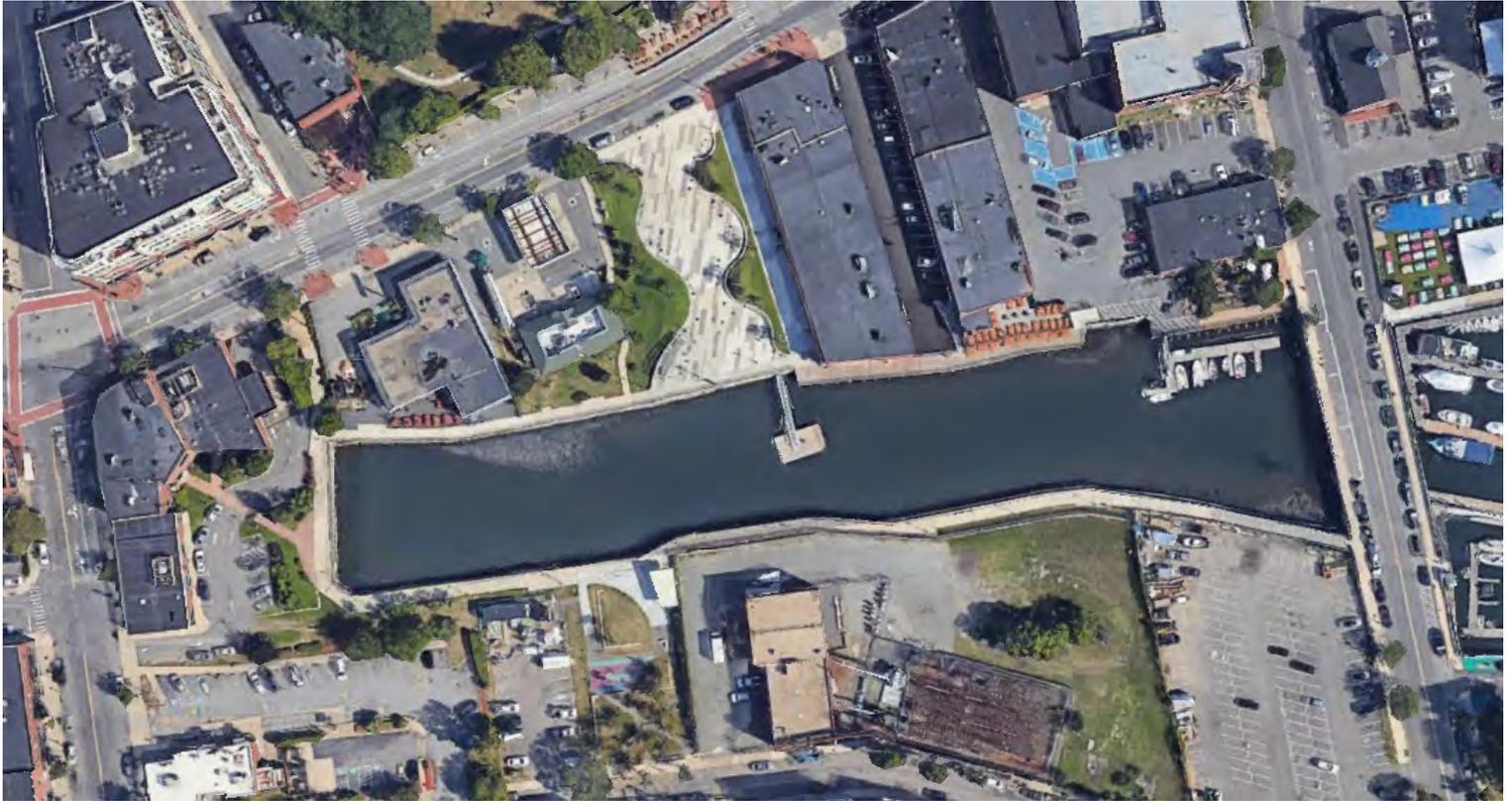


Image 2: Aerial View

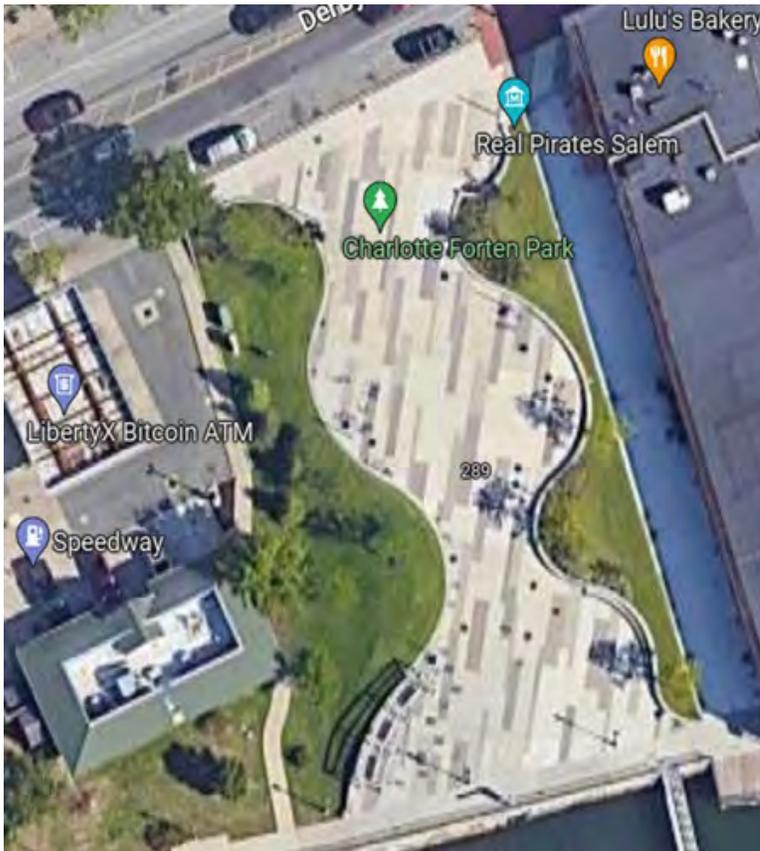


Image 3: Aerial View with Rough Measurements

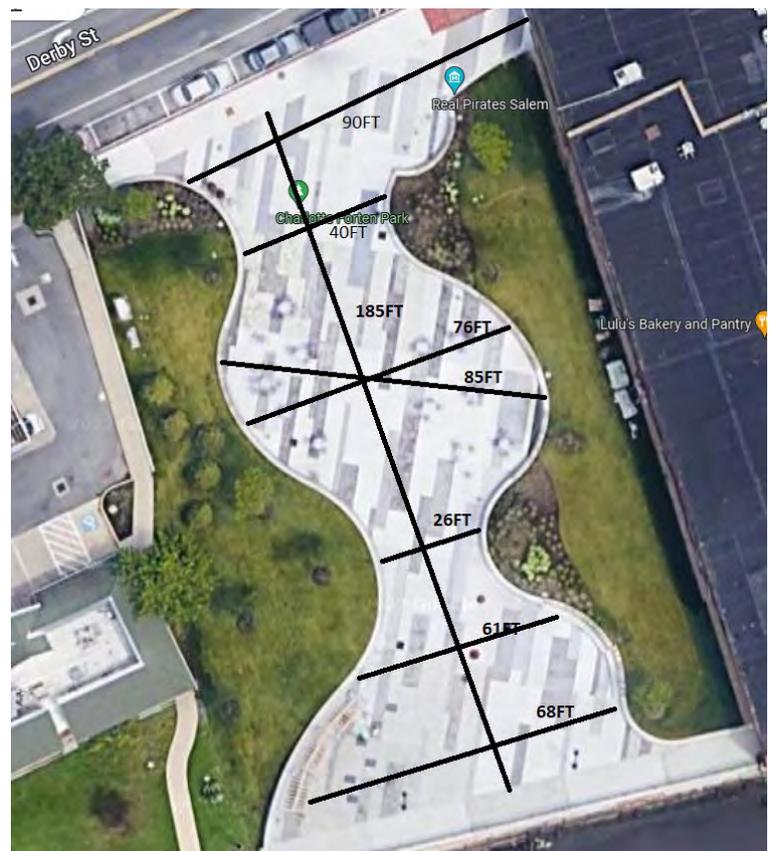


Image 4: Street View



## Site Considerations:

### I. Design/Installation Restrictions & Considerations

- a. Artwork must be installed within the boundaries of the concrete surface, not in the grass.
- b. Load Restrictions: The current concrete surface has a strength of 4,000 pounds per square inch (PSI) and is 5" thick. The concrete is able to accept a maximum weight of 4,000 pounds of pressure at any one square inch point. Please keep this in mind for both for the final design of the sculpture as well as transporting the sculpture to the site (see below diagrams for details).
- c. Artwork must be installed on either a new concrete pad with a minimum thickness of 12", or elevated on a granite plinth/pedestal, this will serve as a base for the artwork. Thickness of base should be informed by the anchoring depth required to adequately secure artwork and will be dependent on the weight, dimensions (height, length, and width), and shape of the artwork as well as the soil conditions below the chosen site for install.
- d. The base must be anchored to the existing concert surface. If the base is a concrete pad, it may be inset so it is flush with the existing surface but must be anchored to the substrate.
- e. The artwork should be anchored to the base, and base to the surface/substrate with 3/8" (minimum width) diameter threaded bolts. Bolts should be secured in place with an anchoring epoxy (for example Anchorfix by Sika.) Placement and quantity of anchor points will be dependent on the design of the artwork.
- f. Artworks may NOT be installed on top of any existing drain lines. (See attached diagram for placement options highlighted in orange.)
- g. ADA Accessibility: Installation must be approachable by persons of differing abilities, such as those in mobility assisted devices and individuals with vision impairments. Consider protrusions, obstructions, and trip hazards in proposed designs and how they might limit access or hinder approach.
- h. Access: A 12' to 18' pathway of egress from road to river must be maintained for emergency vehicles.

- i. Flood Risk Considerations:
  - Given the proximity to water there is a potential flooding. The artist should consider how the artwork will be secured and protected from sea level rise and storm surges.
  - Floodplain Map:  
<https://msc.fema.gov/portal/search?AddressQuery=charlotte%20forten%20park%20sale%20ma#searchresultsanchor>
- j. Shade Structure:
  - A series of shade structures are being designed that will be installed along the perimeter of the paved surface and cantilever out over the park to provide much needed shade in this urban heat island.
  - Shade structures will be installed to hang over the middle west side, and possibly rear east side, of the park.
- k. Other Uses:
  - The artwork should be sited in a way that does not prevent opportunities for performances and community gatherings in Charlotte Forten Park.
  - The artwork should account for how individuals and organizations interact with and utilize the space.

## **II. Stakeholder Feedback Regarding the Site**

- a. The artwork should be the primary focus of Charlotte Forten Park, and sited at a location where it is understood as a key element of the park.
- b. The artwork should be designed with consideration of the look, feel, and shape of the park and should be in keeping with and/or complementary to the visual aesthetics of the space.
- c. It is important for the artist/artist team to reflect on the location of Charlotte Forten Park in relationship to neighborhoods like El Punto, Downtown and other cultural resources and abut the park.

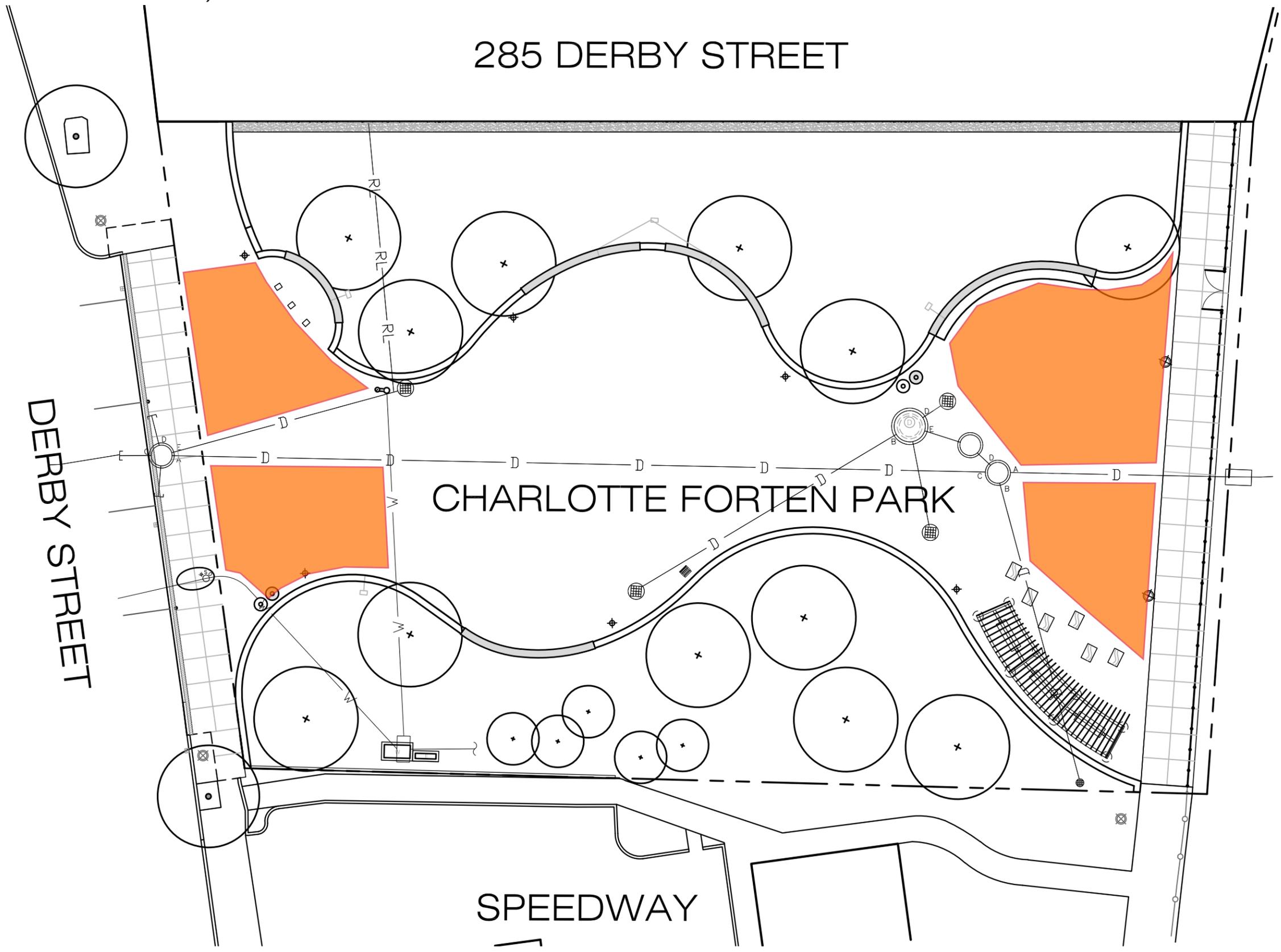
285 DERBY STREET

DERBY STREET

SOUTH RIVER CANNAL

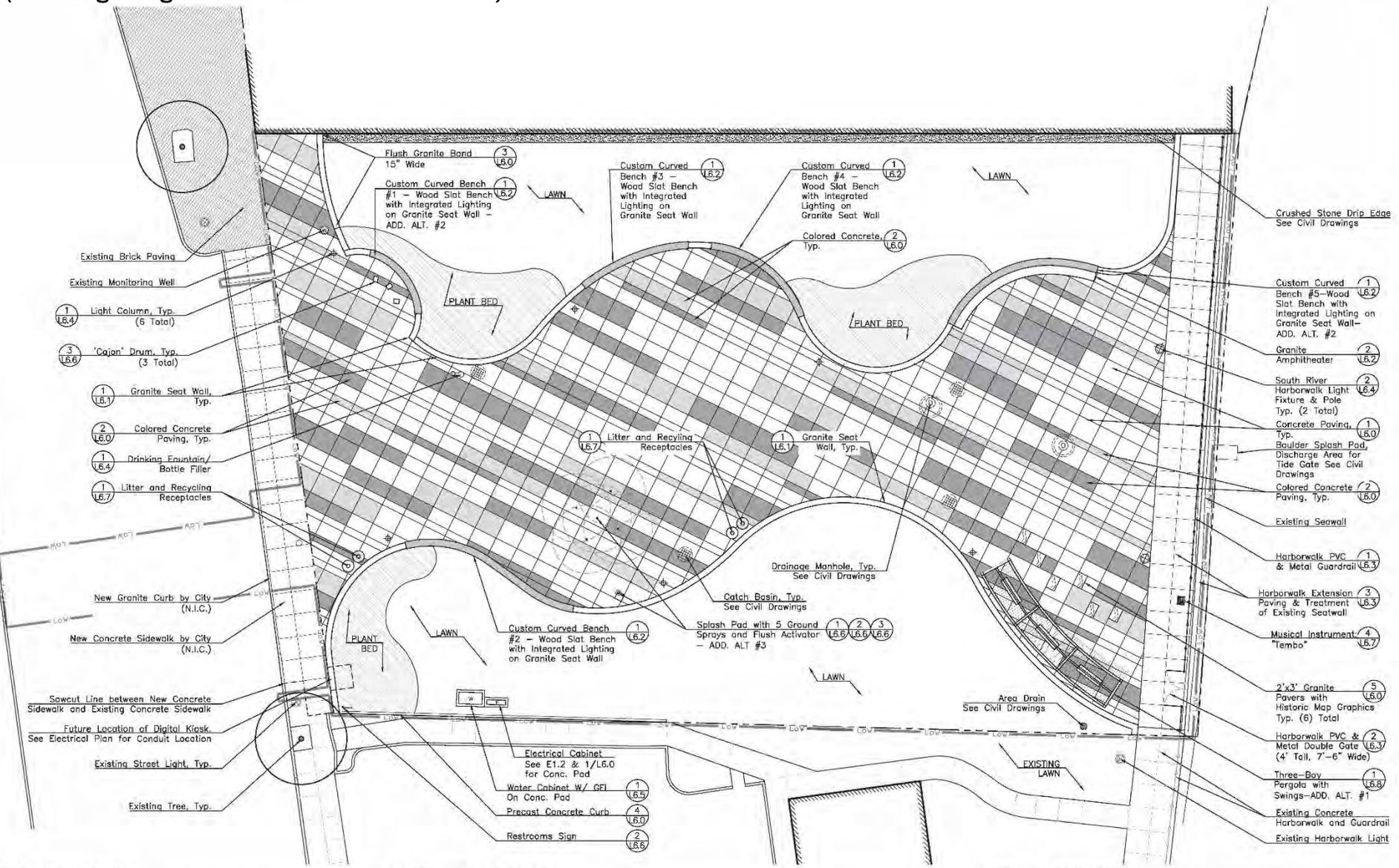
CHARLOTTE FORTEN PARK

SPEEDWAY



# Charlotte Forten Park Site Plan Diagrams: Site Specifications

(Full Design Diagrams will be available in Phase 2)



CBA Landscape Architects, LLC  
 24 THORNDIKE STREET | CAVENDISH, MA 02147  
 www.cbaland.com | cba@cbaland.com  
 www.cbaarch.com | cba@cbarch.com  
 www.cbaeng.com | cba@cbacorp.com

## DERBY STREET PARK

289 Derby Street, Salem, MA

### MATERIALS PLAN

DATE: 09-15-2017  
 SCALE: 1" = 10'-0"  
 FILE: DSP-Materials-00.dwg  
 DWN BY: JHC, MNT  
 CKD BY: CCB  
 PROJ. #: 1709



# L2.0

### MATERIALS NOTES

- The Landscape Contractor shall verify location of and protect all utilities, drainage, and sub-drainage structures.
- Landscape Contractor shall verify all dimensions and elevations on the ground and report any discrepancies to the Landscape Architect.
- Landscape Contractor shall stake layout of plan on the site for approval of Landscape Architect before commencement of construction and before ordering granite. All curves shall be staked with markers at a minimum of one every two feet.
- Layout shall be performed in the field by a registered surveyor.

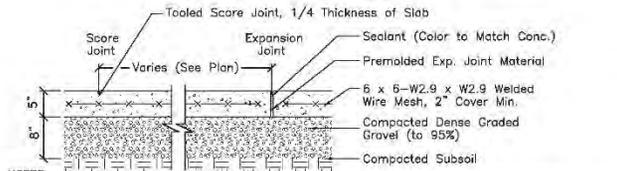
### MATERIALS LEGEND

Property Line	Concrete (No Color Added)	Proposed Pedestrian Light Column
Proposed Guardrail	Colored Concrete #1	Proposed Harborwalk Light
Limit of Work	Colored Concrete #2	Existing Light
Proposed Perennial Bed		Existing Tree

### ADD. ALTERNATES

- Add. Alternate #1 - Three Bay Pergola with Swings.  
 Add. Alternate #2 - Custom Curved Wood Slat Benches with Integrated Lighting for Bench #1 & Bench #5. (Granite Seat Wall is part of Base Bid).  
 Add. Alternate #3 - 5 Ground-Spray Splash Pad with Flush Mounted Activator.



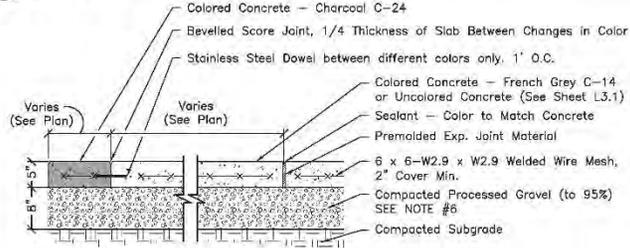


**NOTES:**

- Score joints every 6' (maximum), both directions (see Sheet L3.1 for paving pattern and expansion joint layout). Expansion joints every 25' (maximum). Locate expansion joints where paving abuts structures, curbs, walls, or existing paving.
- Concrete to be 4000 PSI (28 days), light broom finish.
- All paving shall slope to drain (1.8% maximum cross slope). Coordinate with existing grades.
- At the Contractor's discretion, reclaimed and pulverized bituminous concrete and base course may be used in lieu of processed gravel provided that material can meet Contract Specifications. See Specification Section 31 00 00 Earthwork for more information.

**1 CONCRETE PAVING**

Scale: 1"=1'-0"

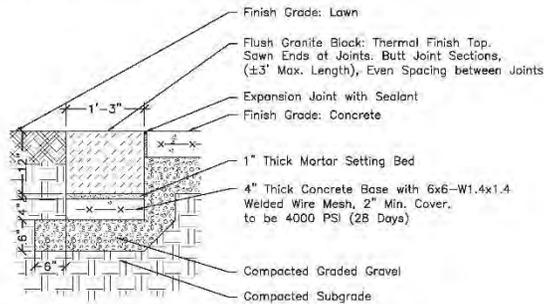


**NOTES:**

- SEE DRAWING L3.1 FOR LAYOUT OF PAVING AND EXPANSION JOINT PATTERN.
- Expansion joints every 25' (maximum). Locate expansion joints where paving abuts structures, curbs, walls, or existing paving.
- Colored Concrete to be made with CHROMIX Admixtures and cured with LITHOCHROME Colorwax by SCOFIELD. (PH: 1800-800-5900). Apply per manufacturer's directions. Colors to be Charcoal C-24 and French Grey C-14. Provide 4"x4" sample of each color for approval by Landscape Architect. All concrete to be sealed with a product that is manufactured by the same company that makes the color admixture.
- Concrete to be 4000 PSI (28 days), light broom finish.
- All paving shall slope to drain (1.8% maximum cross slope).
- At the Contractor's discretion, reclaimed and pulverized bituminous concrete and base course may be used in lieu of processed gravel provided that material can meet Contract Specifications. See Specification Section 31 00 00 Earthwork for more information.

**2 COLORED CONCRETE PAVING**

Scale: 1"=1'-0"

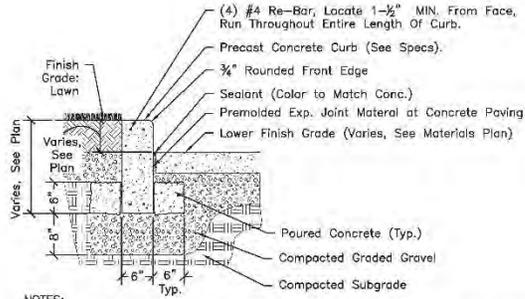


**NOTES:**

- Granite to be "Callisto Silver Grey", "Chelmsford Grey" or Approved Equal. Provide sample of granite for approval.
- SHOP DRAWINGS REQUIRED showing block lengths and top treatments to confirm layout. Submit drawings for approval by Landscape Architect before ordering material.

**3 FLUSH GRANITE BAND - 15" WIDE**

Scale: 1"=1'-0"

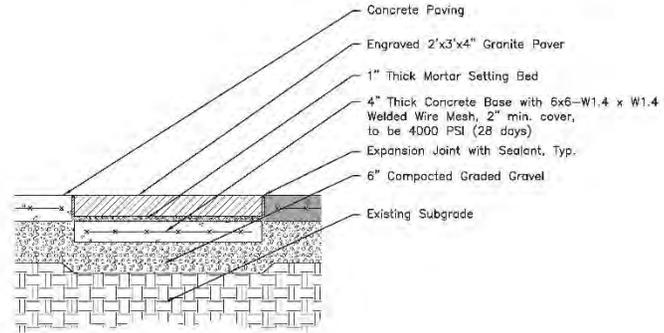
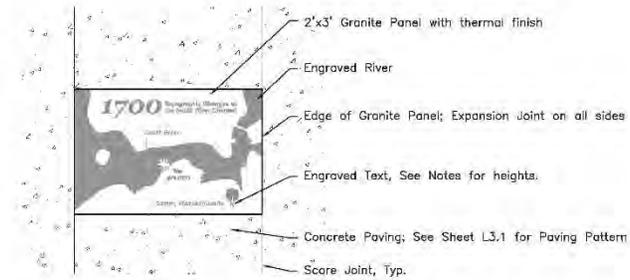
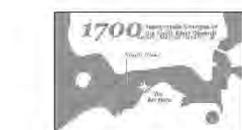
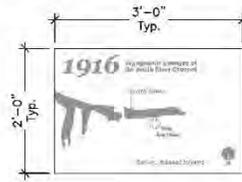


**NOTES:**

- Concrete To Be 5,000 PSI Air-Entrained, Super-Plasticized Top And 8" Down Front Face To Have Rubbed Finish.
- All Concrete Curbs To Be Butt Jointed With Adjacent Items And/Or Materials.

**4 PRECAST CONCRETE CURB**

Scale: 1"=1'-0"



**NOTES:**

- SHOP DRAWINGS REQUIRED.
- Granite paver to be 24" wide, 36" long, and 4" deep.
- Granite to be Woodbury Gray or Approved Equal with thermal finish.
- Engravings to be maximum 1/4" depth. Contractor shall engrave granite using a "bleuing" process by Swenson Granite, or Approved Equal.
- Date text height to be 3/16".
- All other text to be 1/2" height.
- Landscape Architect shall provide Contractor with AutoCAD files for engraving map, symbols, numbers, and lettering. Fonts shall be confirmed with Owner and Landscape Architect prior to fabrication.
- The Contractor shall coordinate the alignment and installation of the granite paver with the Landscape Architect prior to installation.
- See Sheet L3.1 for location and layout of granite pavers.

**5 GRANITE PAVERS WITH HISTORIC MAP GRAPHICS**

Scale: 1"=1'-0"



APPENDIX D: SAMPLE BUDGET TEMPLATE  
2023 CALL FOR ARTISTS

BUDGET PROPOSAL

ARTIST/ARTIST TEAM: \_\_\_\_\_

DESCRIPTION	AMOUNT
<i>Artist Design and Project Management Fee</i>	\$
<i>Overhead or Workspace Rental</i>	\$
<i>Engagement Expenses</i>	\$
<i>Materials and Supplies</i>	\$
<i>Fabrication</i>	\$
<i>Transportation</i>	\$
<i>Installation</i>	\$
<i>Insurance</i>	\$
<i>Professional Consultant Fees (for construction drawings and engineer approval)</i>	\$
<i>Documentation of Artwork</i>	\$
<i>Promotion and Communication</i>	\$
<b><i>BUDGET SUBTOTAL</i></b>	<b>\$</b>
<i>Contingency (5%)</i>	\$
<b><i>TOTAL BUDGET \$</i></b>	<b>\$</b>