

ARTIST AGREEMENT

This Agreement made on _____

BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
511 Royal Avenue, New Westminister, BC, V3L 1H9
(herein called the “City”)

AND: ARTIST

IN CONSIDERATION OF the mutual covenants and agreements set out under this Agreement and subject to the terms and conditions stated below, the City and the Artist covenant and agree as follows:

ARTICLE 1: INTERPRETATION

1.1 Definitions: Wherever a term set out below appears in the text of this Agreement with its initial letters capitalized, the term is intended to have the meaning set out for it in this Section. Wherever a term below appears in the text of this Agreement in regular case, it is intended to have the meaning ordinarily attributed to it in the English language.

- (a) **“Agreement”** means this Agreement, including the recitals and schedules, which form integral parts of it.
- (b) **“Anchoring System”** means the final anchoring mechanisms and hardware for the installation of the Artwork at the Site.
- (c) **“Artist”** means the person who has or persons who have created and produced the Artwork.
- (d) **“Artwork”** means the final piece of Artwork, and Anchoring System provided by the Artist for display at the Site and developed from the design or maquette provided by the Artist in response to the *Call for Public Art Qualifications* – _____ and approved by the City, as further described

in Schedule “B”, and meeting the qualifications in the scope of work attached as Schedule “E”.

- (e) **“Design Development”** means the final technical thematic revision of the Artwork approved by the City that is developed in consultation between the Artist, City, the architect and structural engineer of record, the structural engineer for artwork and fabricator.
- (f) **“Fee”** means the total payment for the Artwork, as described in section 3.1
- (g) **“Final Acceptance”** means written notice by the City of its final acceptance of the completed Artwork as set out in Section 3.5.
- (h) **“Notice of Completed Installation”** has the meaning set out in Section 2.6(f).
- (i) **“Party”** means any one of the City or Artist. Parties means both of them, collectively.
- (j) **“Site”** means the installation site for the Artwork, being XXX, New Westminster, as further described in Schedule “B”.
- (k) **“Transfer”** means the document formalizing the passing of legal ownership of the Artwork from the Artist to the City.
- (l) **“Work”** means any work necessary to prepare, use, and make good installation sites and to install, the Artwork in and on the Site, including, but not limited to, site preparation, design, purchasing materials, commissioning engineered drawings, shipping and transportation of the Artwork, and other such services that are required in order for the Artist to fulfill their obligations under this Agreement.

1.2 Interpreting this Agreement: The captions, articles and section names and numbers appearing in this Agreement are for convenience only and have no effect on its interpretation. All provisions of this Agreement creating obligations on any of the Parties will be construed as covenants. This Agreement is to be read with all changes of gender or number required by the context. The words “include”, “includes”, “including”, and “included” are not to be interpreted as restricting or modifying the words or phrases that precede them.

ARTICLE 2: ARTIST’S COVENANTS

- 2.1 In consideration of the sum of \$_____ (_____ *dollars*) *inclusive of all taxes*, to be paid by the City pursuant to Article 3, the Artist covenants and agrees to provide all Work and all materials in the production of the Artwork.
- 2.2 The Artist will prepare and deliver to the City preliminary designs for the Artwork based on the Artist’s response contained in Schedule “A” and the general description of the Artwork in Schedule “B” on or before **XX/XX/XXXX** being:

- (a) completed design development;
- (b) shop drawings for the Artwork; and
- (c) drawings stamped by a professional engineer and associated engineering analysis for the Artwork,

all to the satisfaction of the City. The City shall complete its review of the preliminary designs and provide comments or written approval within the fifteen (15) business days from the Artist's submission. The City may require the Artist to make minor modifications or changes to the design of the Artwork and, where there is no increase net cost to the Artist or effect on the cost of the Artwork to be installed, the Artist shall incorporate such modifications or changes into the final design of the Artwork and the preliminary designs without any reimbursement from the City.

- 2.3 The City may request additional scope and the Artist will provide a written fee quote. The Artist will not commence additional scope until the City has accepted the fee quote in writing.
- 2.4 Should the Artist consider that any request or instruction from the City constitutes a change in the scope of the Work, the Artist shall so advise the City within ten (10) business days in writing. Without said written advice within the period specified, the City shall not be obligated to make any payments of additional fees to the Artist.
- 2.5 It is understood and agreed that it may not be possible to create the Artwork exactly as described or depicted in accepted preliminary designs, and that the Artist is bound to their best aesthetic judgment to create the Artwork according to the intent of the original design. The Artist may make design modifications to the original design as the Artwork progresses provided the Artist notify the City, in advance and in writing, of the proposed design modifications and provided the Artist receives written approval of the same from the City.
- 2.6 The Artist covenants and agrees to proceed with the Artwork as follows:
 - (a) The Artist will proceed with necessary technical consultation and obtain stamped engineering drawings as required, including but not limited to structural and electrical engineering design and associated analysis, and the Artist will provide written proof of the same to the City.
 - (b) Upon receiving written notification of the City's approval to commence based on requirements as outlined in sub-paragraph 2.6(a), the Artist agrees to the

following:

- i) At the Artist's own expense, the Artist shall obtain and maintain Commercial General Liability insurance acceptable to the City on an occurrence basis for an amount not less than two million (\$2,000,000.00) dollars and shall include the City as an additional insured with respect to the Artwork prior to Transfer of ownership to the City, the Artist's operations and any negligent act relating to the Artist's obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability and cross liability. The Artist will provide a certificate of insurance acceptable to the City indicating that these insurance policies are in full force and effect and will not be cancelled without thirty (30) days prior written notice being given to the City;
- ii) The Artist will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. If WorkSafe BC Insurance coverage is required, the Artist will provide proof of Good Standing to the City before the Artist starts work for the City and again before the City makes final payment to the Artist;
- iii) In the event WorkSafe BC Insurance coverage cannot be obtained or is not required by the Artist under the WorkSafe BC guidelines, a copy of the Assessment Letter shall be provided to the City;
- iv) The Artist will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation (WC) Act*. The Artist may not start any installation on Site until a person or company, acceptable to the City, agrees in writing with the City to be the prime contractor for the purposes of Section 118 of the WCA by separate agreement with the City . Any WorkSafe BC violation by the Artist may be considered a breach of this Agreement resulting in possible termination or suspension of this Agreement or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, because of the actions of the Artist are the responsibility of the Artist.
- v) The Artist, their employees and contractors will comply with all applicable

legislation, regulation, and bylaws applicable to:

- 1) health and safety, environmental and accessibility legislation while any Work is being performed under this Agreement;
 - 2) the production and installation of the Artwork, and
 - 3) all obligations and activities of the Artist pursuant to this Agreement.
- (c) Upon providing the City with all requirements set out in sub-paragraph 2.6(b) and upon receiving City approval of the preliminary designs as described in paragraph 2.2, the Artist will forthwith proceed with the production and supply of the Artwork for the City's approval. The Artist will provide the City, upon its reasonable request, written updates and photo documentation of the progress of the Artwork and written notification of completion of all components of the Artwork that are completed, whether they are completed at the Site or off-Site.
- (d) Upon receiving written notification of the City's approval of the Artwork, the Artist will forthwith deliver and install the Artwork at the Site.
- (e) Upon installation of the Artwork at the Site, the Artist will clean the Artwork, eliminate all dirt and imperfection, and remove all extraneous material.
- (f) The Artist will provide the City with written notice ("Notice of Completed Installation") that the Artwork has been completely and appropriately installed at the Site and cleaned in accordance with sub-paragraph 2.6(e), once the Artist is satisfied of same. Any inspections of the Artwork performed under this sub-paragraph, is the responsibility of the Artist at their own cost.
- (g) The Artist will provide the City with written instructions for the maintenance and operation of the Artwork, which shall include a list of materials used in the production of the Artwork at the time of installation, recommended procedures and a time schedule for the maintenance and operation of the Artwork and any other information that the City may reasonably request in relation to the Artwork's maintenance and operation.
- 2.7 The Artist will complete the Artwork and the installation of the Artwork at the Site on or before the completion date set out in Schedule "D". Changes in the schedule must be requested by the Artist in advance and in writing and the same must be approved by the

City in writing.

- 2.8 Without limiting any other provision in this Agreement, the Artist represents and warrants to the City that the Artist, their employees and contractors have the qualifications, experience and capabilities necessary to ensure that the Artwork will be constructed and installed to the standard of care, skill and diligence of an experienced artisan in the Artist's field, and in a competent and efficient manner. Prior to issuance of the Notice of Completed Installation, the City may require the Artist to provide to the City certification from the Artist's engineering consultant that the Artwork has been constructed and installed on the Site in accordance with good engineering principles.
- 2.9 The Artist will:
- (a) supply all labour, materials and equipment necessary for the safe and complete installation of the Artwork,
 - (b) develop and submit a construction traffic management plan to the City for approval prior to commencement of any installation at the Site ;
 - (c) manage traffic in the vicinity of the Site in strict compliance with the approved traffic management plan;
 - (d) apply for and obtain all necessary permits and approvals, including without limitation a street occupancy permit, from the City as required by bylaw.
- 2.10 The Artist is responsible for repairing in a timely manner any damage caused by the Artist, their employees or contractors at no cost to the City.
- 2.11 The Artist will indemnify and save harmless the City and its officers, employees, elected officials and agents from and against any and all claims, losses, damages, costs (including reasonable attorneys' fees and defense costs), actions, or other proceedings arising out of
- (a) any breach of this Agreement or any wilful or negligent act or omission of the Artist or any person for whom the Artist is, at law, responsible; or
 - (b) the production and/or installation of the Artwork, including all claims for liens accruing from about and services performed and materials furnished in connection with or relating to the Artwork or its installation.
- This indemnity shall survive the termination of this Agreement, in relation to any matter which arises before termination.
- 2.12 The Artist will ensure payments are made to all suppliers and subcontractors that may be engaged by the Artist concerning the Work under this Agreement, including the design,

fabrication, storage, delivery, and installation of the Artwork. At the City's request, the Artist will provide written confirmation satisfactory to the City that such payments, except for any construction lien holdbacks, have been paid in full.

2.13 Warranties:

- (a) Subject to sub-paragraph 2.13(b), the Artist warrants that the Artwork will be free from failure, deterioration and defects in workmanship and material (excluding normal weathering, wear and tear, colour and material stabilization and abuse), for a period of one (1) year from the date of the City's Final Acceptance.
 - (a) The warranty provided by the Artist in sub-paragraph 2.13(a) may be limited only by warranties extended by any suppliers or manufacturers of products or materials used in the production or installation of the Artwork.
 - (b) The Artist will repair, restore, or otherwise make good the Artwork in execution of this warranty, at no cost to the City, within a reasonable period from receipt of written notification from the City of a defect, failure, or deterioration within the meaning of sub-paragraph 2.13(a), provided such notice is given within the warranty period.
- 2.14 Ownership of the Artwork, will vest in the City upon Final Acceptance of the Artwork by the City.
- 2.15 The Artist warrants that they are the owner of the copyright in and to the Artwork and have not transferred the copyright to a third party.
- 2.16 Copyright in the Artwork, including any maquette, will remain with the Artist, save and except for the City's right to reproduce the Artwork and maquette in any 2 Dimensional manner or medium, in whole or in part, for cataloguing, government publications, insurance, documentation, public relations or publicity purposes. If the Artwork or maquette is reproduced by the City for any of the listed purposes, the City will use reasonable efforts to indicate the name of the Artist in the publication for which the reproduction was created.
- 2.17 The Artist may reproduce the Artwork without the City's prior written approval for publicity purposes, and if the Artist chooses to do so, credit must be given to the City as "City Of New Westminster".

- 2.18 Despite Section 2.19, the Artist may include photos of the Artwork in presentations and portfolios evidencing their Artwork without the prior written approval of the City.
- 2.19 The Artist certifies that the Artwork created pursuant to this Agreement is a unique work of art specifically designed for the City. The Artist agrees that the Artwork has not and will not be duplicated or reproduced by the Artist without the written permission of the City, with the exception that the Artist may graphically reproduce the Artwork for promotional purposes. The Artist shall give credit to the City in any public exhibition of such graphic reproduction of the Artwork.
- 2.20 The Artist warrants that neither they nor any of their employees, have any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict. If such any conflict of interest arises during this Agreement, the Artist will immediately inform the City in writing.
- 2.21 The Artist acknowledges that the City manages its public art collection according its standard accession/deaccessioning policies. The City's Public Art Advisory Committee will consider candidates for the deaccessioning of permanent and temporary public art and report its findings and make recommendations to City Council for the method of deaccessioning. The deaccessioned art may be moved, sold, donated, returned to the artist, or destroyed, with any monies received through the sale of art being placed in the Public Art Reserve Fund.

ARTICLE 3: CITY'S COVENANTS

- 3.1 The City agrees to pay the Artist the total sum of \$_____ (_____ dollars) dollars inclusive of all taxes (collectively, the "Fee"), to be paid in instalments, upon the City's receipt of invoices from the Artist, as more fully detailed in Schedule "D" attached hereto.
- 3.2 It is mutually understood and agreed that any payment of any instalment is an advance and not to be considered as a waiver of any rights herein on the part of the City.
- 3.3 The Artist agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by the applicable provincial or federal statutes for the Artist and any of their employees.

- 3.4 The City agrees to make the Site available for the installation of the Artwork, and to allow reasonable access to the Site to the Artist and any of the Artist's employees or contractors to enable the installation to proceed in an orderly fashion. On reasonable notice, the City will allow safe access to the Site to the Artist and any of the Artist's employees or contractors for the fulfilment of any covenants or warranties outlined in this Agreement.
- 3.5 The City will expeditiously provide written decisions, notifications, instructions, acceptances, and plans highlighting all underground services and other hazards including utility offset requirements in accordance to City standards and electrical/hydro authorities where and as applicable, clearance from BC One Call, and any other information required in order to enable the Artist to promptly carry out the Artwork, install and or repair the same.
- 3.6 If requested the City will provide, at its own expense, the Artist with available "as built" detailed drawings of the Site, if the Artist requires these for the design, execution, and installation of the Artwork.

Once the City has received the Notice of Completed Installation from the Artist, the City will forthwith inspect the Artwork. Within five (5) business days of receiving the Notice of Completed Installation, the City will provide the Artist with:

- (a) written notice that the Artwork has been accepted as is; or
- (b) written notice that the Artwork has not been accepted, with detailed reasons for the rejection.

The Artist will correct any issues that caused the rejection, and the provisions of this paragraph will be repeated with respect to the changes until the Artwork has been accepted by the City ("Final Acceptance").

- 3.7 Upon Final Acceptance of the Artwork by the City, the City will assume responsibility for all risks, and will obtain and maintain insurance, to the Artwork.
- 3.8 In the event of any damage to the Artwork within ten (10) years from the date of the City's Final Acceptance, the City agrees to make reasonable efforts to notify the Artist and to seek the Artist's assistance and direction in the repair of the damage. Where the City determines, in its sole discretion, that the repair or the costs associated with the repair is unacceptable, the repairs will not be made and in such event the Artist will have the right to purchase their Artwork, upon written notice to the City of such intent, at an amount that equals all costs associated with the removal and repossession of the Artwork, including costs for the restoration of the Site to a condition satisfactory to the City. Where

the Artist chooses not to purchase the damaged Artwork, the City will have the right to remove the Artwork and dispose of it in accordance with the City's collections management policies and procedures.

- 3.9 Subject to Section 3.8, the City agrees that it will not remove or relocate the Artwork from its initial Site unless the City first makes reasonable efforts to notify the Artist and to seek their assistance and direction in any removal or relocation of the Artwork. Where the Artist and City cannot agree on the removal or relocation of the Artwork, the City will have the right to remove or relocate the Artwork to a new location in its sole discretion.
- 3.10 Where appropriate as determined by the City, the City will, at its cost, install a plaque or other appropriate signage at the Site stating the name of the Artist, the name of the Artwork, the date of completion of the Artwork, any other pertinent information regarding the Artwork as determined by the City, and that the Artwork is part of the City's public art collection.
- 3.11 In the event that the completion and installation of the Artwork is frustrated by the abandonment or discontinuance of the development of the Site of which the Artwork is to form a part, the Artist will be paid for the work done up to the date of abandonment or discontinuance and will be reimbursed for any reasonable costs, disbursements and expenses incurred by the Artist up to the date of abandonment or discontinuance.
- 3.12 If the Artist is unable, for any reason beyond the Artist's control (such as illness, disability or death), to complete the Artwork pursuant to this Agreement, the City may, at its sole option, complete the Artwork or cause the Artwork to be completed using any balance remaining of the Fee which is not due and owing to the Artist. The City may also invest funds in excess of the Fee in order to complete the Artwork. The Artist or executor shall, promptly upon request, deliver to the City the Transfer for that portion of the Artwork completed by the Artist. Upon delivery of the Transfer the Artist shall be paid for all services satisfactorily performed by the Artist. If the Artwork is completed pursuant to this section, the City will own the copyright of that portion of the Artwork completed by the City or any third party hired by the City to complete the Artwork.
- 3.13 Termination
 - (a) This Agreement may be terminated by the City if, by an act or omission, the Artist breaches a term of this Agreement or in the event that City determines, in its sole and unfettered discretion, that the performance of the Artist is, in the opinion of

the City, unsatisfactory, immediately upon the City delivering notice to the Artist.

- (b) Upon termination of this Agreement, the City will pay the Artist for all work performed up to the effective date of termination. All other obligations of the City to the Artist will terminate upon the termination or expiry of the Agreement.
 - (c) Acts or omissions by the Artist which shall justify termination of this Artist for default shall include but not be limited to the following:
 - i) neglect of duties;
 - ii) non-compliance of this Agreement;
 - iii) inability to perform the services the Artist represented the Artist as competent to perform; or
 - iv) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.
- 3.14 The Artist and their sub-trades will comply with all relevant legislation, regulations, and by-laws applicable to the production and installation of the Artwork, and to all obligations and activities of the Artist pursuant to this Agreement.
- 3.15 The City will issue a Purchase Order to the Artist. Issuance of the Purchase Order authorizes the Artist to proceed with the Work.

ARTICLE 4: GENERAL TERMS AND CONDITIONS

- 4.1 This Agreement is the complete and entire agreement between the Parties with regard to the matters dealt with in this Agreement, and no other agreements, written or verbal, respecting the subject matter of this Agreement will be deemed to exist, to bind either Party. Where the terms of this Agreement conflict with those of any other document, the terms of this Agreement will govern and be binding upon the Parties.
- 4.2 All documents submitted to the City become the property of the City, and as such, the City advises the Artist that parts, or all, of this Agreement and documents legally connected to this Agreement may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy (FOIPPA) and Community Charter*. Should the Consultant wish to ensure particular parts of this contract are protected from disclosure under the FOIPPA, the Consultant shall specifically identify any information or records forming part of the Services that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be

subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

- 4.3 No assignment of this Agreement will be made by either Party without the consent in writing of the other.
- 4.4 It is expressly agreed, represented and understood that the parties have entered into an arm's length independent contract and that the Artist is not an employee, agent or servant of the City. Further, this Agreement shall not be deemed to constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor status providing an independent service for which the City will be invoiced according to the terms and conditions of this Agreement.
- 4.5 The manner and means by which the Artist conducts their Work in order to provide the Artwork contemplated by this Agreement are under their control.
- 4.6 Neither party will be held responsible for damages caused by delay or failure to perform when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
- 4.7 The City's representatives for the purpose of this Agreement will be _____ and she is authorized to give or accept any notice, consent, payment, or other communication on behalf of the City.
- 4.8 Any notices to be given or required under this Agreement will be in writing and will be deemed to have been given when personally delivered, or mailed by regular mail, postage prepaid, or sent by facsimile to the following address:

To the City: **CORPORATION OF THE CITY OF NEW WESTMINSTER**
511 ROYAL AVENUE
NEW WESTMINSTER, BC, V3L 1H9
Fax: 604-526-6358

With a copy to: Full mailing address and email

To the Artist: **ARTIST**

or such other address as the addressee has given notice to the other party, and such notice, when mailed, will be deemed to have been received on the fifth business day after it was mailed.

- 4.9 The Artist agrees to notify the City of changes in the Artist's address within ninety (90) days of that change, and failure to do so will be deemed a waiver of the Artist's rights contained in this Agreement, except for the Artist's rights contained in Sections 2.16, 2.17, 2.18 and 2.19.
- 4.10 This Agreement will be governed by the laws of British Columbia and the laws of Canada applicable therein. The Courts of British Columbia will have sole jurisdiction to adjudicate on any and all claims directly or indirectly relating to this Agreement.
- 4.11 The rights and remedies of the Artist and the City under this Agreement are cumulative. Waiver by either Party of the strict observance, performance, or compliance with any term, covenant, or condition contained in this Agreement or any indulgence granted, will not be deemed to be a waiver of any subsequent default or breach of this Agreement.
- 4.12 Time is of the essence of this Agreement.
- 4.13 This Agreement will ensure to the benefit of and be binding upon the Parties hereto, and except as herein or otherwise provided, their executors, administrators, successors and permitted assigns.
- 4.14 Each Party acknowledges that they have either received or waived the benefit of their own legal advice with respect to the execution of this Agreement.
- 4.15 As the Artist is comprised of more than one person, each such person is jointly and severally bound by the representations, warranties, agreements, and covenants of the Artist.
- 4.16 No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.



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4.17 This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations or promises not reduced to writing and set out in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below:

**THE AUTHORIZED SIGNATURE
FOR THE CORPORATION OF THE
CITY OF NEW WESTMINSTER:**

ARTIST

XXX

City of New Westminster

ARTIST

Accepted and Agreed on _____, XXX



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Schedule A

Artist's response to the *Call for Public Art Qualifications* – _____



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Schedule B

Type	<i>TBA</i>
Size	<i>TBA</i>
Title	<i>TBA</i>
Site	<i>TBA</i>
Materials	<i>TBA</i>



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Schedule C

Maintenance Considerations

(Completion Date)

Table of Contents

(Please use as a guide for providing maintenance information relevant to your specific project.)

Part One: Introduction

Contacting the Artist

General Description

Artist's Notes

Part Two: Material Information

Part Three: Technical Information

Part Four: Suppliers and Manufacturers

Part Five: Appendices: Supplementary Technical and Engineering Drawings

Schedule D

Artwork Milestones and Fee Payment Schedule

Execution of this Agreement – A PO number will be given to the Artist and is to be cited on all invoices.

Execution of this Agreement - A first installment of ten percent (10%) of the total sum, being \$_____ (_____dollars) including taxes will be paid upon signing of this Agreement for the purpose of retaining Artists and fabricators to complete Design Development including technical attachment details.

XX/XX/XXXX or earlier – Artwork Preliminary Design complete, Shop Drawings and Engineer Drawings submitted to City

A second instalment of twenty percent (20%) of the total sum, being \$_____ (_____dollars) including taxes will be paid upon all of the following:

- (a) Submission of design development and approval by the City;
- (b) Submission of Artwork’s shop drawings to the satisfaction of the City; and
- (c) Submission of Artwork’s stamped engineer drawings and associated engineering analysis to the satisfaction of the City.
- (d) Submission of check list with the scope of work requirements outlined in Schedule E

XX/XX/XXXX or earlier or earlier– Issuance of Artist intent to fabricate Artwork

A third installment of thirty percent (30%) of the total sum, being \$_____ (_____dollars) including taxes will be paid upon all of the following:

- (a) written notice from the Artist of intent to commence fabrication of the Artwork (no later than _____);
- (b) receipt from the Artist of a Certificate of Insurance as set out in sub-paragraph 2.6(b)(i) of this Agreement;
- (c) receipt from the Artist of WorkSafe BC information, if applicable, as set out in sub-paragraph 2.6(b) of this Agreement;
- (d) approval from the City to commence as outlined in sub-paragraph 2.2 of this Agreement;
- (e) approval by the City of a Street Occupancy Permit, associated traffic management plan, and any other required permits.

Fabrication of the Artwork shall begin within 15 business days of issuance of the Artist’s intent to commence fabrication.



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XX/XX/XXXX or earlier or earlier – Artwork Foundation Installed

A fourth instalment of twenty percent (20%) of the total sum, being (20%) of the total sum, being \$_____ (_____ dollars), including taxes, upon Artist's engineer's inspection and signoff of the installation of the Artwork foundation, including any documentation of the engineer's analysis required by the City having been submitted to the City. The Artwork foundation shall be installed no later than **XX/XX/XXXX**. This City and Artist both acknowledge that installation of the foundation may be subject to weather.

XX/XX/XXXX or earlier – Artist submission of photographic progress of artwork components as prepared for installation

A fifth installment of ten percent (10%) of the total sum, (10%) of the total sum, being \$_____ (_____ dollars), including taxes upon submission of photographic evidence representing the completion of artwork components as prepared for installation. This evidence shall be provided by **XX/XX/XXXX**.

XX/XX/XXXX or earlier - Installation Complete and Notice of Completion issues to City by Artist

A sixth instalment of ten percent (10%) of the total sum, being \$_____ (_____ dollars) including taxes, will be paid following the City's written Notice of Approval, upon the following:

- (a) Final Acceptance of the completed Artwork at the place of installation as set out in Section 3.7 **Error! Reference source not found.**
- (b) Digital photo evidence of the Artwork on site and delivery of completed Maintenance Considerations (Schedule C)
- (c) Receipt from the Artist of written instructions for maintenance and operation of the Artwork as set out in sub-paragraph 2.6(g).
- (d) Expiration of all applicable construction lien holdback periods, if applicable,
- (e) Receipt from the Artist of written confirmation satisfactory to the City that the Artist has not received any written notice of lien from any contractor and that all contractors have been paid in full, except for any construction lien holdback;
- (f) Signed Transfer for the Artwork from the Artist to the City



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Schedule E
Scope of Work

Access

Materials Consideration

Weight restrictions

Light Considerations

Access to power

Safety

Visibility

Expected Lifespan of Art

Additional Notes:



Travel Expense Form

Name:	
Department:	
Telephone No.	
Date:	
Travel Destination:	
Travel Dates:	
Conference Name:	

GL Account No.	
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A Expenses

Transportation:			
Air Fare			
Taxi			
Ferries			
Mileage per km @ \$0.58 km	0	km	\$0.00
		Subtotal	\$0.00
Odometer Reading Before			
Odometer Reading After			

Meals:				Total
Per diem (no receipts required)		X	\$100.00	\$0.00
Deduct meals provided				
Breakfast		X	\$20.00	
Lunch		X	\$25.00	
Dinner		X	\$35.00	
			Subtotal:	\$0.00

Other (Specify)		
		\$0.00

Hotel Accommodations			
Total Amount Requested			
		Subtotal:	\$0.00

Total Expenses	\$0.00
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B Less: Advances Received

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Amount Due	\$0.00
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This form was updated January 2019.

Employees Signature _____

Approved By _____

*** NOTE - AS OF JULY 2, 2019 EMPLOYEE REIMBURSEMENTS WILL BE PAID BY DIRECT DEPOSIT ***
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