



Supply Management Services  
City Hall, 1 Centennial Square  
Victoria, B.C. V8W 1P6  
Telephone: 250.361.0273  
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**CORPORATION OF THE CITY OF VICTORIA**  
**RFEI 22-068**  
**2022 CALL TO ARTISTS – ARTIST IN RESIDENCE PROGRAM**

The City of Victoria is located on the traditional territories of the Lekwungen speaking peoples, today known as the Esquimalt and Songhees Nations. We extend our appreciation for the opportunity to live, work, and play on their lands.

The City of Victoria is requesting expressions of interest from mid-career professional artists working in the visual arts, music, performance or literary arts to apply to be the City of Victoria's Artist in Residence. This is the third iteration of the City's Artist in Residence program which provides the opportunity for an artist to work collaboratively with the community, and City staff, to identify and develop an art plan over a two-year term.

Attached are the [Instructions](#), [Terms of Reference](#), [Appendix A](#), [Schedule C](#), Contact and Checklist Form, and Digital Image Documentation List which are to be used as the basis for your submission.

**Submissions will be received up to 4:00:00 p.m. Victoria time**  
**Friday, July 4, 2022**

Upload Electronic Proposals and Documents to:  
[City of Victoria \(bonfirehub.ca\)](https://bonfirehub.ca)

**Note: Proposal hardcopies will NOT be accepted at the City of Victoria.**

The City appreciates all proposal responses; however, only short-listed or successful candidates will be contacted. Status of award may be viewed [here](#).

**CORPORATION OF THE CITY OF VICTORIA**  
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**INSTRUCTIONS**

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**1.0 SUBMISSION REQUIREMENTS**

1.1 Expressions will be accepted up to 4:00:00 p.m., Victoria time, **Friday, July 4, 2022**. All expressions and accompanying documents must be uploaded electronically at [City of Victoria \(bonfirehub.ca\)](http://City of Victoria (bonfirehub.ca)). Expression hardcopies will **NOT** be accepted.

a) **REQUESTED FILES:**

Organize your submission into the following individual files (note the required file types):

- Submission – including Contact and Checklist Form, and Digital Image Documentation List (Filetype: open) – Required

Each file has a maximum size of 50MB. You will upload each file individually.

b) **IMPORTANT NOTES:**

Uploading large documents may take significant time, depending on the size of the files(s) and your Internet connection speed. Allocate sufficient time for all uploads to complete prior to closing time.

The City will not be liable for any delay for any reason including technological delays, or issues by either party's network. The City will not be liable for any damages associated with Proposals not received prior to the closing time.

c) **TECHNICAL SUPPORT:**

The City is using BonfireHub public portal for the submission process. Please contact Bonfire at [City of Victoria \(bonfirehub.ca\)](http://City of Victoria (bonfirehub.ca)) for technical questions related to submitting your documents.

1.2 The City does not accept expressions received in hardcopy, via our facsimile machine or email.

1.3 Expressions received and not conforming to Item 1.1 and 1.2 above, will be returned (unopened) to Proposer(s) without consideration.

1.4 The City will not be responsible for any costs or expenses related to the preparation and submission of Expressions of Interest.

1.5 Expressions should clearly show the Artists name, street address, telephone number and email address.

1.6 The City reserves the right to select any or none of the Expressions of Interest submitted.

## 2.0 **INFORMATION MEETINGS**

- 2.1 An information meeting for interested artists to learn more about the residency will take place virtually on Wednesday, June 15, 2022, via Zoom from 5:30pm – 7pm.
- 2.2 Artists are welcome to contact the Arts, Culture and Events Liaison to ask questions or request guidance on the application process.
- 2.3 For transparency all questions and responses will be made public on the City of Victoria website.

## 3.0 **EVALUATION**

- 3.2 An evaluation committee will review submissions based on the criteria identified in the Terms of Reference.
- 3.3 The City of Victoria reserves the right to conduct pre-selection meetings.

## 4.0 **ENQUIRIES**

- 4.2 Enquiries regarding Expression of Interest should be directed to:

Andrea Walker Collins  
Arts, Culture, and Events Liaison  
Arts, Culture and Events Office  
Phone: 778.679.1812  
[awalkercollins@victoria.ca](mailto:awalkercollins@victoria.ca)

- 4.3 All questions should be received at least 5 (five) working days prior to the closing time and date.
- 4.4 Any addenda this Expression of Interest will be posted on the City's web site located at [City of Victoria \(bonfirehub.ca\)](https://www.victoria.ca/city-of-victoria-bonfirehub.ca). **It is the sole responsibility of the Proponent to make sure that they are in receipt of all addenda prior to the closing date.**

**CORPORATION OF THE CITY OF VICTORIA**  
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**TERMS OF REFERENCE**

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**ARTIST IN RESIDENCE**

**PROGRAM OVERVIEW**

The City of Victoria requests expressions of interest from mid-career professional artists working in visual media (painting, printmaking, drawing, sculpture, crafts, photography, film and video), and/or music, performance, and literary art, to apply to be the City of Victoria's Artist in Residence program. This is the third iteration of the City's Artist in Residence program which provides the opportunity for an artist to work collaboratively with the community, City staff, and the Art in Public Places Committee to identify and develop an art plan over a two-year term.

The Artist in Residence program supports artists working to enrich the creative life of the City of Victoria through projects that engage with the community and enhance the creative appeal of the City.

The residency is informed by the Create Victoria Arts and Culture Master Plan, which aligns ideas, people, and resources around a shared vision to realize Victoria's creative potential.

While working closely with City staff across the organization and engaging the community, the selected artist will research and identify opportunities to create art in public places, programs, and activities, that align with civic and community priorities and interests.

The Artist in Residence will work as an independent contractor from September 2022 to August 2024. During the residency, the artist will create an art plan which will include a community engagement strategy, a proposal to develop and complete a series of projects, activities and or programming that align with the goals and objectives of the program. The art plan will include a proposed budget and timeline of completion for each planned component.

The successful candidate will work 20 hours per week during the two-year term for an annual fee of \$42,000 plus GST. The Artist in Residence program is funded by the City's Art in Public Places Reserve Fund. Artwork materials, fabrication and installation, community engagement projects, and public programming are funded with up to \$30,000 annually from the Art in Public Places Reserve Fund.

**PROGRAM DETAILS**

The Artist in Residence program has two phases:

**Phase 1 (6 months): Orientation and Research**

During phase one, the artist will have a comprehensive orientation with City staff, community groups and the Art in Public Places Committee to become knowledgeable about the civic and community priorities. The outcome of this research will be a proposal of projects for consideration and approval by City staff and the Art in Public Places Committee.

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Once approved, the artist will create a detailed art plan which will include an outline of the proposed activities, including possible sites, collaborators, community connections, strategies, artwork form, themes, or public programs. It will also include a proposed budget and timelines for completion.

Phase one is anticipated to be completed within six months of the start of the residency with completion in February 2023.

### **Phase 2 (18 months): Development**

During phase two, the artist will work towards completion of the approved art plan proposal and will collaborate with City staff and community groups during stages of coordination, delivery, and reporting.

Before the end of the residency, the artist will create a Final Report which lists the specific details of artwork and projects created throughout the residency, and the outcomes of their residency including community feedback and involvement. As well as maintenance needs for any physical artworks created.

Phase two is anticipated to be 18 months in length with a completion date of August 2024.

### **PROGRAM OBJECTIVES**

The Artist in Residence program objectives are:

- To support artists that engage the community in the creative process including programs and initiatives that enhance the public realm.
- To have the artist work alongside City staff and community groups in the development of art works, activities, and programming to realize civic and community priorities.
- To collaborate with the community through the planning process and project development to broaden citizens participation and involvement in creative outlets and the arts.

### **PROGRAM RELATIONSHIPS**

The selected artist will work closely with staff in the Arts, Culture and Events Office. The artist will have the opportunity to engage with internal staff and external community groups to explore alignment with community-based goals and objectives. These groups could include other City of Victoria departments, neighborhood associations, community-serving non-profit organizations and First Nation organizations.

### **SITE CONSIDERATIONS**

Potential sites for artwork, projects, and programs will be determined through discussions between the artist, City staff and the community. Site-specific considerations will be identified in partnership with the City's Engineering, Transportation and Parks Departments and include site preparation requirements, technical drawings, and construction considerations. Venue considerations will be determined with the Arts, Culture, & Events office and in partnership with external groups.

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## **BUDGET**

The successful candidate will work 20 hours per week for an annual fee of \$42,000. The artist will invoice the City monthly for \$3,500 plus GST. All invoices paid as a result of this program will be paid as per the City's standard payment terms – net 30 days.

Artwork materials, fabrication and installation, community engagement projects, and public programming is funded with up to \$30,000 annually from the Art in Public Places Reserve Fund. All expenses must be pre-approved by the City and will be reimbursed upon receipt of invoice with supporting documentation.

The Artist in Residence program is funded by the City's Art in Public Places Reserve Fund

## **ROLE AND RESPONSIBILITIES AS INDEPENDENT CONTRACTOR**

The artist selected for the residency will be required to enter into a Professional Services Agreement (PSA) with the City of Victoria which will contain provisions including but not limited to right of ownership and use of artwork, liability, insurance, confidentiality and duties and responsibilities of both parties. The sample PSA is attached for reference.

During the term, the artist will act as an independent contractor. The artist must agree to keep the City indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by the artist or its' employees who shall be and remain at all times and for all purposes, the employees of the artist or their sub-contractor(s).

The selected artist must be capable of working independently but will be supported by a staff member in the City's Arts, Culture and Events Office. City staff with expertise in project development, installation, fabrication, planning and design, engagement, event planning, will be available to the artist for guidance on project details and opportunities.

Proof of [WorkSafe BC](#) Registration must be submitted, along with proof of up-to-date assessment payment prior to commencing of work. The City must be notified of any changes of WorkSafe BC status during the duration of the agreement.

The artist must have or obtain a registered GST number prior to commencing work with the City. Canada Revenue Agency requires all contractors to submit GST if they make over \$30,000 per year.

The artist and any sub-contractor(s) will be expected to obtain and maintain the following insurance throughout the duration of the agreement and to comply with City insurance provisions:

- Commercial General Liability with \$2,000,000 per occurrence and aggregate limits.
- Provision naming the Corporation of the City of Victoria as an additional insured, with a Cross Liability clause.
- Blanket Written Contractual Liability
- Personal Injury Liability
- Automobile Liability on all owned or leased vehicles in an amount not less than \$2,000,000.

The selected artist is responsible for providing their own housing and/or studio space. If the artist is from outside of the Capital Region, they will be responsible for all relocating expenses and housing.

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## **ARTIST ELIGIBILITY**

This competition is open to mid-career artists\* \*\* working in visual media (painting, printmaking, drawing, sculpture, crafts, photography, film and video), and/or music, performance and literary art, who are residents of the province of British Columbia. Artists must demonstrate a particular interest in creating art within the public realm.

*\*The Public Art Policy defines an artist as “any person, who by virtue of professional training, exhibition history and/or critical review is recognized as skilled in making works of art.” (UNESCO)*

*\*\*Mid-career artist: An artist who has received basic training in their artistic field, has practised their art for four to seven full years and has created at least four presentations, exhibitions or installations in a professional context.*

## **SELECTION CRITERIA**

An artist’s Expression of Interest will be evaluated based on:

### 40% | Artistic Merit

- Artistic merit, quality of artwork and previous experience of the artist.
- Evidence of broad thinking and conceptual clarity.

### 30% | Professional Experience

- A desire and track record in creating art for the public that contributes to the well-being of the social and cultural ecosystem of the city.

### 30% | Project Understanding

- Ability and willingness to work extensively with the community and City staff through a collaborative process, including workshops and/or other engagement events.
- Ability to work well with a wide range of people including community members, City staff, arts professionals, designers, and professionals in other fields.

## **SELECTION PROCESS**

A selection panel of qualified individuals, recommended by the Art in Public Places Committee, will review the expressions based on the project objectives and selection criteria. A shortlist of artists will be recommended for interviews.

A final recommendation will then be made from the shortlisted artists.

Please note that the City of Victoria is not compelled to award the residency based on the expressions received.

We encourage a diversity of applicants, including but not limited to race, ethnicity, national origin, gender, gender identity, gender expression, sexual orientation, age, disability, socio-economic status, class, and religion.

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## **INFORMATION SESSION**

Interested candidates are invited to learn more and ask questions at the scheduled information session:

- An information meeting for interested artists to learn more about the residency will take place virtually on Wednesday, June 15, 2022, via Zoom from 5:30pm – 7pm.
- Artists are welcome to contact the Arts, Culture and Events Liaison to ask questions or request guidance on the application process.

For transparency all questions and responses will be made public on the City of Victoria website.

## **EXPRESSIONS MUST INCLUDE THE ITEMS LISTED BELOW CLEARLY LABELLED IN THE FOLLOWING ORDER:**

### **1. Contact and Check List Form**

### **2. Written Expression of Interest and Brief Proposal (Maximum TWO pages)**

Describe your interest in the program and the connection between your artistic practice and the objectives detailed above. Describe your experience and desire to create art in the public realm and highlight qualifications and professional experience working with a wide range of groups, including any community members, arts professionals, urban planners, and municipal staff. Share a brief description of the types of projects you would undertake as the Artist in Residence, and your methodology for realizing them.

### **3. Curriculum Vitae (maximum FOUR pages)**

Include a brief list of relevant artistic activities.

### **4. References**

Provide name, address, phone number and e-mail information for TWO references related to your practice, if applicable. A letter of reference is not required at this time.

### **5. Published Support Material (optional, maximum FIVE pages)**

Provide up to five excerpts from published materials such as exhibition catalogues, critical writing and/or news clippings.

### **6. Digital Image Documentation List**

Complete the template provided with descriptive and contextual information about the digital images, including the year produced and title of the work, medium, dimensions, and location.

### **7. Digital Images (\*please see specifications below)**

Provide up to 10 digital images or recordings representative of the artistic work for the selection committee to review. Please include documentation of related and/or public artwork where possible. Original artwork will not be accepted.

#### **Digital Image Specifications**

- Submit digital images as jpeg files 72 dpi to a maximum resolution of 1024 x 768 pixels and a maximum file size of 1MB.
- Do not submit images embedded in Word or PowerPoint, or files that are compressed (Zip, Stuffit, etc.) or that require software, plug-ins, extensions or other executables that need to be downloaded or installed.



**ESTIMATED PROJECT TIMELINE**

June 3, 2022:	Call to Artists Launched
June 15, 2022:	Public Information Session
July 4, 2022:	Deadline to submit Expressions of Interest
July 2022:	Selection Committee review and shortlisting
August 2022:	Interviews with shortlisted artists
September 2022:	Residency begins

**CORPORATION OF THE CITY OF VICTORIA**  
**RFEI 22-068**  
**2022 CALL TO ARTISTS – ARTIST IN RESIDENCE PROGRAM**  
**APPENDIX A: PROFESSIONAL SERVICE AGREEMENT – DRAFT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2022

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**

1 Centennial Square  
Victoria, BC V8W 1P6

(the "**City**")

AND:

OF THE FIRST PART

**Name of Artist**

XXXXX

XXXXX

(the "**Artist**")

WHEREAS:  
PART

OF THE SECOND

- A. The City issued **RFEI 22-068 – 2022 Call to Artist – Artist in Residence Program** (the "**Competition Brief**"), a copy of which is attached hereto as Schedule "A" to this Agreement;
- B. The Artist in reply to the Competition Brief, submitted an application form and proposal dated a copy of which is attached hereto as Schedule "B" to this Agreement (the "**Proposal**");
- C. The City wishes to engage the Services of the Artist to perform the services set out in this Agreement for the purpose of working collaboratively with City staff to identify, develop, produce and install creative artwork for one or more capital projects over a two-year term (the "**Public Art**") – under the terms and conditions hereinafter set forth in this Agreement, and the Artist has agreed.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises, the terms and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree each with the other as follows:

**1.0 DEFINITIONS**

- 1.1 "Agreement" means this Agreement for professional services, together with the following documents:
  - a) RFEI 22-068 – Call to Artist – Artist in Residence Program, dated June 3, 2022 (the "**Competition Brief**");

- b) Proposal by **xxx** submitted xxx xx, 20122 (the "Proposal"); and
- c) Purchase Order # xxxxx issued by the City in respect of the Project.

1.2 "Services" means the Artists' duties and responsibilities to the City as described in Schedule "C" of this Agreement.

1.3 Duration of Agreement – begins with the signing of the Professional Services Agreement (September 2022) and concludes on August 31, 2024, for a total of 24 months.

## 2.0 ARTISTS' DUTIES AND RESPONSIBILITIES TO THE CITY

2.1 The Artist shall render and is responsible for the services required to complete the Public Art as set out in Schedule "C" to this Agreement (the "**Services**").

- 2.2 The Artist shall render the Services to the City
- a) with that degree of care, skill and diligence normally provided by artists having similar qualifications of the Artist in the performance of services of a similar nature to that contemplated by this Agreement; and
  - b) in a timely manner.

## 3.0 CITY'S DUTIES AND RESPONSIBILITIES TO THE ARTIST

3.1 The City will give notice, pay for and obtain Development Permit(s) (if required) for the Public Art.

3.2 The City shall pay the Artist up to a maximum of Eight-four Thousand (\$84,000.00) Dollars (the "**Fee**") for the Services in twenty-four (24) installments (the "**Installments**") identified below:

- a) Three Thousand Five Hundred (\$3500.00 plus GST) Dollars to be invoiced monthly, payable as per the City's standard payment terms (net 30 days).
- b) Invoices shall be emailed to [accountspayable@victoria.ca](mailto:accountspayable@victoria.ca)

3.3 Artwork material, fabrication and installation costs may be funded by the City project budget or the Arts in Public Places Reserve Fund (up to a maximum of \$30,000 annually). Any direct expenses identified for this purpose **must be pre-approved** by the City. The City will reimburse the Artist for pre-approved expenses upon receipt of invoice, which must be supported by documentation detailing direct expenses.

### **Plus applicable Goods and Services Tax ("GST")**

(collectively, the "**Payment Terms**").

3.4 On or before each of the Payment Terms, and in any case prior to receiving each Instalment, the Artist must provide the City with a written invoice detailing work accomplished to date. If the City, in its sole discretion, determines that the work accomplished to date is satisfactory and evidences significant progress in the provision of the Services, then the City shall pay the corresponding Instalment to the Artist. If the City, in its sole discretion, determines that the work accomplished to date is not satisfactory, then the City shall provide the Artist with notice of the deficiencies, and the City may withhold the corresponding Instalment until the Artist has corrected said deficiencies to the satisfaction of the City.

- 3.5 The Fee of \$84,000.00, including PST, is the maximum fee payable for the Services. The Artist shall not charge, nor shall the City be liable to pay, any amount in excess of the Fee plus GST. The Artist shall pay any taxes or assessments levied in respect of the Services without limitation.
- 3.6 If any of the art projects generated (or covered) from this agreement result in remuneration or compensation from third parties, the entirety of those funds shall be returned to the City.
- 3.7 The Artist shall not be responsible for the on-going maintenance of the Public Art. A maintenance schedule and technical specifications that describe procedures for the ongoing maintenance requirements for the Public Art will be provided by the Artist at the completion of Phase 2 of the project as outlined in the Competition Brief.
- 3.8 The City recognizes that maintenance of the Public Art is essential and will reasonably assure that the Public Art is properly maintained and protected taking into account the recommendations of the Artist as stated in the maintenance criteria provided by the Artist.

#### 4.0 DISPUTE RESOLUTION

- 4.1 The *Parties* agree to work collaboratively to resolve all disputes arising out of or connected with this *Agreement* using the process set out in this article 4.
- 4.2 Either *Party* may, at any time, deliver written notice to the other *Party* describing a dispute (the "*Dispute Notice*") which, at a minimum, will include:
- (a) Summary of facts relevant to the dispute;
  - (b) Applicable provisions of this *Agreement* or other basis for the dispute;
  - (c) Additional supporting documentation, if any, as may be relevant to the dispute and available; and
  - (d) A clear statement of the resolution to the dispute being sought by the disputing *Party*.
- 4.3 Within ten (10) days of the delivery of the *Dispute Notice*, or such other time as the *Parties* may agree in writing, the dispute will be referred to a member of senior management of each of the *Parties* who has the authority to resolve the dispute and, to the extent reasonably practicable, has not been previously involved in the event leading to the dispute, and such senior management representatives will use commercially reasonable efforts to resolve the dispute without delay.
- 4.4 If a dispute remains unresolved within thirty (30) days after delivery of the *Dispute Notice*, either *Party* may, within the limitation and notice periods set out in applicable legislation, commence litigation with respect to the dispute in a British Columbia court of competent jurisdiction.
- 4.5 Notwithstanding this article 4, the *Parties* may, at any time, agree to:
- (a) Attempt to resolve a dispute through mediated negotiation with the assistance of a neutral person selected by the *Parties* in accordance with the rules of the British Columbia Arbitration and Mediation Institute; or

- (b) Submit the dispute to binding arbitration before a single arbitrator in Victoria and the provisions of the Arbitration Act (British Columbia) will apply to such arbitration.

## **5.0 FREEDOM OF INFORMATION**

- 5.1 The City is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the City cannot guarantee that any information provided to the City can be held in confidence.

## **6.0 CANCELLATION**

- 6.1 If the Artist is in default in the performance of any of its material obligations set forth in this Agreement then the City may, by written notice to the Artist, require such default to be corrected. If within ten (10) days after receipt of such notice the default has not been corrected or reasonable steps to correct the default have not been taken, the City, without limiting any other right it may have, may immediately terminate this Agreement and must pay the Artist for the services rendered and disbursements incurred by the Artist to the date of termination, less any amounts necessary to compensate the City for damages or costs incurred by the City or by any person employed by or on behalf of the City arising from the Artists' default.

## **7.0 DESIGNATED REPRESENTATIVES**

- 7.1 The City has designated the Arts, Culture & Events Liaison, as Project Coordinator to act on the City's behalf with respect to the performance of this Agreement and may at any time or from time to time or afterwards by notice in writing to the Artist, designate another person to act in the place and stead of any person previously designated.
- 7.2 The Artist has xxx xxx as representative to act on the Artists' behalf with respect to the performance of this Agreement (herein referred to as the "Project Manager") and may at any time or from time to time thereafter, upon written approval from the City, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

## **8.0 ASSIGNMENT**

- 8.1 The Artist shall not assign this Agreement without the prior written consent of the City.

## **9.0 ENTIRE AGREEMENT**

- 9.1 This agreement constitutes the entire Agreement between the City and the Artist and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the City and the Artist with respect to the Services and may not be modified except by subsequent agreement in writing executed by the City and the Artist.

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## 10.0 VALIDITY

- 10.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

## 11.0 RELATIONSHIP OF THE PARTIES

- 11.1 The legal relationship between the Artist and the City arising pursuant to this Agreement is that of an independent contractor and purchaser of such services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Artist and the City to be that of employee and employer.
- 11.2 Should the Artist employ and/or contract with any third persons in the performance of this Agreement, the Artist agrees that the Artist will be fully responsible for ensuring compliance with this Agreement and the Artist acknowledges that the Artist is not an agent of the City for the purpose of contracting by the Artist with third persons.

## 12.0 OWNERSHIP OF THE PUBLIC ART

### Rights of Ownership

- 12.1 The City shall own the Public Art.
- 12.2 Title to the Public Art will pass to the City automatically upon acceptance of the Public Art by the City.

### Copyright

- 12.3 Copyright of the Public Art, including any and all drawings, designs, images, specifications, photographs and documents incidental thereto, is and shall remain the property of the Artist. The Artist grants the City a perpetual license to retain and use copies of drawings, designs, images, specifications, and photographs of the Public Art for the purpose of maintenance, repair and replacement of the Public Art.
- 12.4 The Artist represents and warrants that the Public Art is the original product of the Artist's own creative efforts and to the best of the Artist's knowledge does not infringe upon or violate any right, including copyright in any other artistic work or subject matter of any other person.
- 12.5 The City may reproduce an image or images of the Public Art for non-profit public relations and documentation purposes only. If the Public Art is displayed in any publication issued by the City, the name of the Artist shall be displayed.
- 12.6 The Artist agrees not to replicate the Public Art for any other person except for educational or promotional purposes.

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**Moral Right**

- 12.7 The Artist expressly waives any claim to moral rights in and to the Installation or other works created by the Artist under this Agreement and the Artist will ensure that any agent or employee of the Artist shall have waived all moral rights in and to the Public Art or other works created under this Agreement.
- 12.8 The Artist acknowledges and agrees that the Public Art, if by nature of its composition and location, may be subject to the ravages of nature, pollution, vandalism and time and that the City may in future use the installation site for civic purposes requiring the Public Art's removal or relocation. While the City will reasonably seek to maintain the Public Art according to the Artist's original intent, the City retains the right to alter, remove or relocate the Public Art if the installation site is required for purposes deemed necessary or expedient by the City. At any time such alteration, removal or relocation is in the opinion of City deemed necessary, the Artist may decide the Public Art is no longer the Public Art as originally intended and the Artist may request that all signs and acknowledgements linking the Public Art to the Artist be removed. The Artist agrees that such alteration, removal or relocation of the Public Art will not violate their moral rights in relation to the Public Art. The City will, by notice to the Artist, endeavor to consult with them on the Public Art's alteration, removal, relocation or maintenance.
- 12.9 If, for any reason, the City determines it is unable to remove or relocate the Public Art without destroying the Public Art, the City will, by notice to the Artist, offer the Artist a reasonable opportunity to recover the Public Art at no cost to the Artist except for the obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the cost to the City of the proposed destruction. The Artist acknowledges and agrees that if he/she chooses not to recover the Public Art and the Public Art is destroyed, such destruction will not violate or infringe his moral rights in relation to the Public Art.

**13.0 INDEMNIFICATION**

- 13.1 In carrying out these works the Artist and/or their sub-contractor(s) will act as an independent contractor(s). The Artist must agree to keep the City indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by the Artist or its' employees who shall be and remain at all times and for all purposes, the servants or employees of the Artist or their sub-contractor(s), save and except to the extent that such claims action or demands arise from or relate to the negligence, wrongful act or omission of the City, or any of its officers or employees.

**14.0 INSURANCE REQUIREMENTS**

- 14.1 The Artist shall, at their own expense, provide and maintain until the completion of the Services, a policy of insurance in a form acceptable to the City, with an insurance company licensed to carry on business in British Columbia, said policy to include the following:
- a) Comprehensive General Liability insurance, including coverage in respect of personal injury, bodily injury and death, and property damage, in an amount not less than Two Million (\$2,000,000.00) Dollars per single occurrence in respect of the Services under this Agreement;

- b) Such insurance shall include, but not be limited to:
    - i. Products and Completed Operations
    - ii. Blanket Written Contractual Liability
    - iii. Personal Injury Liability
    - iv. Non-Owned Automobile Liability
    - v. Cross Liability
  - c) Provision naming the Corporation of the City of Victoria as an additional insured.
  - d) Automobile Liability on all owned or leased vehicles in an amount not less than \$2,000,000.
- 12.2 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the City. The Artist shall provide evidence of all required insurance prior to the commencement of the Public Art or Services. Such evidence shall be in the form of a certificate of insurance. When requested by the City, the Artist shall provide certified copies of required insurance policies.
- 12.3 All required insurance shall be maintained through the duration of the Agreement and be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change.
- 12.4 If the Artist subcontracts any portion of the Services under this Agreement, the Artist shall require that each of its sub-contractors maintain liability insurance comparable to that required above.

### **13.0 CONTRACTING BY THE ARTIST**

- 13.1 The Artist may contract with third parties for performance of portions of the execution, fabrication, transportation, delivery and installation services to be provided hereunder at the Artist's expense, provided that said contracting will not affect the design, appearance or visual quality of the Public Art, will be carried out under the personal supervision of the Artist and is insured as per Section 12.0 and will comply with applicable municipal, provincial and federal laws. The Artist will not incorporate into the Public Art any artists work or subject-matter created or designed by other artists or collaborate with or engage any other person to create or design the Public Art of any portion thereof without prior approval from the City. The parties agree that such contracting by the Artist will not, by itself, modify in any way the amount of compensation payable hereunder or the representations, warranties, covenants and agreements made by the Artist herein.
- 13.2 The Artist further acknowledges and agrees that the Artist is solely responsible for any work performed by third parties for the Artist, to compensate third parties for any work performed and that the Artist remains solely responsible for compliance with this Agreement.

### **14.0 WORKSAFE**

- 14.1 Proof of Worksafe BC registration must be submitted, along with proof of up-to-date assessment payment prior to commencing work.
- 14.2 The Artist is responsible for determining their worksafe status through WorkSafeBC. The City must be notified of any changes of WorkSafe BC status during the duration of the agreement.



14.3 The Artist is responsible for any costs associated with WorkSafe coverage.

**15.0 TIME**

15.1 Time is of the essence of this Agreement.

**16.0 LAW**

16.1 This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**17.0 AMENDMENT**

17.1 This Agreement may not be modified or amended except by the written agreement of the parties.

**18.0 HEADINGS**

18.1 All captions or headings appearing in this Agreement are inserted as a matter of convenience and for reference only and shall not affect the construction or interpretation of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**The Corporation of the City of Victoria**

by its authorized signatories )  
)  
)

\_\_\_\_\_  
Susanne Thompson  
Deputy City Manager/CFO

**Firm Name** )  
by its authorized signatories )  
)  
)

\_\_\_\_\_  
**Name and Title:** )  
)  
)

\_\_\_\_\_  
**Name and Title:** )

**CORPORATION OF THE CITY OF VICTORIA**  
**RFEI 22-068**  
**2022 CALL TO ARTISTS – ARTIST IN RESIDENCE PROGRAM**  
**SCHEDULE "C"**  
**SERVICES**

**THE PUBLIC ART**

1. The Artist in Residence, working closely with City staff and through engagement with the community, will identify opportunities and create one or more Public Art pieces that will enhance an upcoming capital project.

**SERVICES**

1. The City hereby commissions and engages the independent contracting services of the Artist, which will be rendered on a non-exclusive but first priority basis for 20 hours per week during the two-year term.
2. The Artist shall create the Public Art according to the specifications attached to this agreement.
3. Phase 1 of the services include meeting with staff and research the City's operations and upcoming capital projects to establish a Public Art plan for one or more capital projects. Outcome of Phase 1 will be completed within six (6) months of the start of the residence and will consist of a Public Art Plan document. The document will outline the Artists' summary of findings and recommendations for Public Art projects to be completed in Phase 2. It should include, but not be limited to, information on budget, site, stakeholders, and timelines for each Public Art piece.
4. Phase 2 of the services will have the Artist in Residence collaborating with City staff and community stakeholders for the design, fabrication, display, execution or installation of the Public Art as per the plan developed in Phase 1.
5. Any Public Art that is executed/fabricated to be transported, delivered and installed as part of the Artist in Residence program must be reviewed by City staff for health, safety or liability reasons or to ensure compliance with applicable municipal, provincial and federal laws.
6. The Artist will present to the City in writing for prior review and approval any significant changes the Artist proposes to make in the execution, fabrication, transportation, delivery or installation of the Public Art not permitted by or not in conformity with the original Public Art Plan. A significant change is any change in the artistic expression, scope, design, colour, size, material, texture, or location of the Work which affects installation, scheduling, site preparation, maintenance and preservation of the Public Art or the concept of the Public Art as represented.
7. The Artist will supply to the City a maintenance schedule and technical specifications for the Public Art prior to completion of their residency.
8. The Artist will develop, in collaboration with the City's designated Project Coordinator, a reporting schedule for their activities as Artist in Residence.
9. The Artist is expected to supply a written report, including community feedback, on their involvement with the project.

10. The Artist shall provide consent to the City and the media to record, by any means, the creative process of the Installation. The City shall own its recordings, but their reproduction is subject to the proviso in Section 10.
11. The Artist shall provide interviews to the media in connection with the Installation upon reasonable notice provided to the Artist by the City.
12. Notwithstanding any other term of this Agreement to the contrary should the Artist become ill, injured or for any other reason be unable to commence or complete the Installation the City shall have the right to recover from the Artist partially completed and fully completed Installation upon demand. The Artist shall be entitled to that percentage of the Fee corresponding to the percentage of the Installation completed, less any Instalments already paid. The decision of which replacement artist, if any, shall complete the Installation shall be in the sole discretion of the City. The Artist hereby grants to the City and any replacement artist engaged by the City, a licence of copyright in the concept and Installation to allow the City to complete any partially completed Installation. The Artist shall retain copyright in the concept, partially completed and fully completed Installation.