
From: Laura Gibbs
Director, Community Services

Subject: Council Chambers Renovation
Tender No. T2025-5
File: A-1440

Recommendation:

1. That the bid submitted by Century Group Inc. in response to Request for Tender No. T2025-5 for the Council Chambers Renovation located in the Pickering Civic Complex, in the amount of \$2,874,451.00 (excluding HST) or \$3,248,129.63 (HST included) be accepted;
2. That the bid submitted by AVI-SPL Canada Ltd. in response to Request for Quote No. RFSQ2025-4 for the Council Chambers Audio Visual System Replacement, in the amount of \$485,041.91 (net HST) or \$548,097.35 (HST included) be accepted and assigned as a subcontract to tender T2025-5, under the cash allowance included in that bid price;
3. That the total gross project cost of \$3,666,230.00 (HST included), including the amount of the tender, construction contingency, and other associated costs, and the total net project cost of \$3,301,554.00 (net HST) be approved;
4. That the Director, Finance & Treasurer be authorized to finance the net project cost of \$3,301,554.00 to be funded as follows:
 - Rate Stabilization Reserve \$2,991,685.00
 - Casino Reserve \$109,869.00
 - CCBF (formerly Federal Gas Tax) \$170,000.00
 - Public Art Reserve \$30,000.00
5. That the Director, Community Services be authorized to execute the CCDC-2, 2020 Stipulated Price Contract with the above-mentioned contractor pursuant to Request for Tender No. T2025-5;
6. That the update regarding Public Art be received and the Mayor and City Clerk be authorized to execute the Letter of Understanding between Dorsay James and the City of Pickering as set out in Attachment 1, subject to minor revisions acceptable to the Director, Community Services and the Director, Corporate Services & City Solicitor; and,
7. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in the report.

Executive Summary: The purpose of this report is to award a construction contract and related work for the Council Chambers Renovation, including HVAC improvements, provision of public art, upgrades to the Main Committee Room and interconnecting spaces at the Pickering Civic Complex located at One The Esplanade. Work includes overall improvements to accessibility, security, acoustic performance, audio-visual systems, controls, electrical and mechanical systems, millwork, finishes, and related systems and building elements.

Request for Tender No. T2025-5 was advertised on the City’s bids&tenders portal on March 27, 2025 and closed on May 13, 2025. This tender was issued only to pre-qualified proponents per RFSQ2024-6. Five companies submitted bids for this project. Century Group Inc. is the lowest compliant bidder at a value of \$2,874,451.00 (excluding HST) or \$3,248,129.63 (HST included) and the total net project cost is estimated at \$3,301,554.00 (net of HST rebate).

The audio-visual contractor was selected through a separate process that included an evaluation of the proponents to ensure greater quality control. Request for Quote No. RFSQ2025-4 for the Council Chambers Audio Visual System Replacement was advertised on the bids&tenders portal on April 28, 2025, and closed on May 13, 2025. Eight companies submitted bids for this project. Staff from Community Services (Facilities Management & Construction) and Corporate Services (Information Technology), as well as audio-visual consultants from the project design team were the evaluators. The highest ranked proponent is AVI-SPL Canada Ltd. with a bid of \$485,041.91 (excluding HST) or 548,097.35 (HST included). This bid is within the cash allowance budget provided for in T2025-5 and requires no additional funding.

Public Art is to be included in the Council Chambers Renovation Project. The Public Art Project – Art Sculpture in Pickering Council Chambers is reflected in the approved 2025 Current Budget (Cultural Services 10207), to be funded from the public art reserve in the amount of \$30,000. As per Resolution #279/23, Council directed staff on September 25, 2023 to consult with Pickering resident and internationally renowned sculptor Dorsey James to commission or purchase one of his pieces to be included as part of the Council Chambers renovation.

Relationship to the Pickering Strategic Plan: The recommendations in this report respond to the Pickering Strategic Plan Corporate Key of Deliver on Good Governance – Customer Service Excellence; and the Priority of Advocate for an Inclusive, Welcoming, Safe & Healthy Community.

Financial Implications:

1. Tender Amount

Tender T2025-5	\$2,874,451.00
HST (13%)	<u>373,678.63</u>
Total Gross Tender Cost	<u>\$3,248,129.63</u>

2. Estimated Project Costing Summary

Tender T2025-5	\$2,874,451.00
FF&E	120,000.00
Public Art	30,000.00
Contingency	<u>220,000.00</u>
Total Project Cost	3,244,451.00
HST (13%)	<u>421,779.00</u>
Total Gross Project Costs	\$3,666,230.00
HST Rebate (11.24%)	<u>(364,676.00)</u>
Total Net Project Cost	<u>\$3,301,554.00</u>

3. Approved Source of Funds – Operations Capital Budget

Approved Code	Source of Funds	Funds Available	Funds Required
C10240.2302	Rate Stabilization Reserve	\$2,994,092.00	\$2,991,685.00
C10240.2302	Casino Reserve	\$109,869.00	\$109,869.00
C10240.2302	CCBF (FGT) Oblg RF	\$170,000.00	\$170,000.00
502520.10207.9710	Public Art Reserve	\$30,000.00	\$30,000.00
Total		\$3,303,910.00	\$3,301,554.00

Project Cost under (over) approved funds by	\$2,356.00
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This project will have some U.S. made components such audio-visual equipment, mechanical materials/equipment and electrical materials/equipment. At this current time, it is unknown the percentage of U.S. made goods/products relative to the bid price. The bid price supplied by the vender includes all known tariffs/duties as of May 13, 2025.

Tender No.T2025-5 included \$650,000.00 in cash allowances for the supply of security equipment budgeted at \$50,000.00 to ensure compatibility with existing City systems. The remaining \$600,000.00 is for the supply and installation of the audio-visual systems included in RFSQ2025-4. Tender No.T2025-5 closed before the results of RFSQ2025-4 would be known, requiring a budget estimate to be carried. Unspent funds from the cash allowances will be credited back to the City upon completion of the project.

Discussion: The purpose of this report is to award a construction contract and related work for the renovation of the Council Chambers, including the replacement of the audio-visual system and incorporation of Public Art.

A. Project Background

Originally opened in 1990, the Pickering Civic Complex was designed prior to the incorporation of accessibility requirements in the Ontario Building Code and general adoption of digital technology in the workplace. Ad hoc upgrades have been made to the Council Chambers over time, but a full renovation has never been undertaken. Over time, various components of the Council Chambers have been replaced, such as the installation of LED display screens in 2021 to replace an aging projector and screen system that no longer met the visual technology needs of the space. Ad hoc replacement to parts of the audio systems, including microphones, speakers and control equipment, have resulted in an improvised system with parts dating from different eras, some of which have become obsolete. One of the objectives of the Council Chambers Renovation project is to remove and completely replace all of these different elements, wiping the slate clean to install a completely new and fully integrated audio-visual suite, including broader elements such as lighting, privacy, security and digital communications upgrades to better serve the needs of the City and its residents.

As the principal formal point of interaction between citizens and their elected officials, the space is significantly out of sync with modern accessibility standards and requirements. Much of the infrastructure and technology currently in use is also dated, with major systems becoming obsolete, incompatible with newer models, and increasingly difficult to repair or maintain. A new digital system will be provided as part of the renovation, to include: electronic voting, pan and zoom cameras which focus on the active speaker(s), centralized delegation control, and digital meeting management tools.

To ensure full accessibility, upgrades include infilling of the central seating bowl of the existing Council Chambers in order to provide a uniform floor level matching that of the main lobby. Existing millwork and built-in furniture will be removed and replaced with new fixed seating and improved working surfaces suitable to the formal character and function of the space. This will include and require complete replacement of all existing electrical and digital systems except the two large overhead display screens installed in 2022.

Drum and dome interiors are especially difficult spaces to manage acoustically. The project design included an acoustic study of the chambers in order to ensure that the new sound systems are properly specified and configured to meet its unique needs. Fixed and mobile microphones supported by an array of different speakers layered throughout the renovated chambers will be required to achieve the required performance.

Additional work will include replacement of key HVAC equipment serving the Council Chambers that is also nearing end of life, as well as general upgrades and improvements to finishes, wayfinding, camera systems, safety and security, IT infrastructure, assistive listening technology, conversion to energy efficient LED lighting, incorporation of public art, introduction of electronic voting systems, and other related systems and controls required to meet the demands of a contemporary space fully incorporating hybrid and online meeting capabilities.

Secondary work includes the replacement of the enclosed glass corridor connecting the administrative area of City Hall to the Council Chambers, which is at end of life. Acoustic privacy upgrades will also be included in the Council Chambers in order to provide added

flexibility for their use during confidential meetings. All future confidential Council meetings are intended to take place in the Council Chambers. Upgrades to the Main Committee Room are primarily for increased acoustic separation in this municipal meeting space.

At the Council meeting on June 24, 2024, the design for the Council Chambers Renovation was awarded to +VG Architects (Report OPS 15-24, Resolution #548/24). Final schematic design options were presented to Council on November 4, 2024 (Report OPS 20-24 (Resolution #607/24). Public engagement in the form of digital surveys, social media posts and a project web page offering project details with opportunities for comment were made available in January and February of 2025, resulting in 215 page views, 13 completed surveys, 7 email responses and 21 social media comments.

Staff also toured council chambers in Ajax, Whitby, Oshawa, Clarington and Durham Region to obtain lessons learned from their counterparts, including technology solutions and procedural considerations. Advice and feedback collected was subsequently incorporated into this project.

The Accessibility Advisory Committee reviewed the schematic design and provided feedback on November 20, 2024, and again on January 15, 2025. A virtual model of the space was also created to enable committee members and staff to experience the future space digitally with the assistance of a virtual reality headset.

B. Construction Tender

Request for Tender No. T2025-5 was advertised on the City's bids&tenders portal on March 27, 2025 and closed on May 13, 2025. This tender was issued only to pre-qualified proponents per RFSQ2024-6. Five companies submitted bids for this project. Century Group Inc. is the lowest compliant bidder at a value of \$2,874,451.00 (excluding HST) or \$3,248,129.63 (HST included) and the total net project cost is estimated at \$3,301,554.00 (net of HST rebate).

C. Audio-Visual Procurement

The audio-visual contractor was selected through a separate process that included the evaluation of the proponents to ensure greater quality control. Request for Quote No. RFSQ2025-4 for the Council Chambers Audio Visual System Replacement. RFSQ2025-4 was advertised on bids&tenders portal on April 28, 2025, and closed on May 13, 2025. Eight companies submitted bids for this project. Staff from the City's Community Services (Facilities Management & Construction) and Corporate Services (Information Technology) Departments, as well as audio-visual consultants from the project design team were the evaluators. The highest ranked proponent is AVI-SPL Canada Ltd. with a bid of \$485,041.91 (excluding HST) or 548,097.35 (HST included). This bid is within the cash allowance budget provided for in T2025-5 and requires no additional funding.

D. Council Chambers Public Art

The Council Chambers Renovation project includes the commissioning of a permanent public artwork. As per Resolution #279/23, Council directed staff to consult with Pickering resident and internationally renowned sculptor Dorsey James, known for his carvings inspired by world

mythology, with the intention of commissioning or purchasing one of his pieces for inclusion in the renovated Chambers. The cost of the artwork is not to exceed \$30,000.00 and will be funded from the Public Art Reserve.

City staff met with Dorsey James multiple times throughout 2024 and early 2025, both in person and over the phone. These meetings focused on discussing the scope of the project, the approach to community consultation, and the development of three potential designs. Mr. James provided three art concepts for Council Chambers.

The three concepts were presented to the community for feedback in spring, 2025. Community Engagement included:

- public vote for a preferred concept, listed on Let's Talk Pickering, from May 22 to June 5, 2025
- in-person engagement by Mr. James at Artfest on May 24 and May 25, 2025. The survey was promoted through the City's social media channels and printed materials distributed at the City of Pickering's Artfest event. During the event, printed versions of the concepts were displayed, and members of the public had the opportunity to speak directly with the artist and vote for their preferred design.

The combined results from the online and in-person surveys were counted as a single vote during the Public Art Jury meeting held on June 5, 2025. Prior to the meeting, the Capital Projects and Clerks teams reviewed the concepts and submitted comments for the Public Art Jury's consideration. The Public Art Jury, which included two art professionals and three members of the Cultural Advisory Committee, reviewed all feedback and selected *Je Me Souviens* (Attachment 1) as the final concept. The selected design was endorsed on June 17, 2025 at the Cultural Advisory Committee meeting.

Je Me Souviens is a relief sculpture that will be constructed from laminated kiln-dried cedar wood in two- and four-inch thicknesses. The title, which translates to "I remember" in French, pays tribute to the French-speaking community in Pickering. The sculpture features two interlocking circles. The smaller circle represents the past, symbolizing the memories and experiences that have shaped the city. The larger circle represents the present and future, reflecting Pickering's evolving identity and aspirations.

To ensure the successful integration of the artwork into the renovated space, Staff will meet with Dorsey James to review final dimensions and determine appropriate methods for installation. This collaborative approach will ensure the sculpture aligns with the architectural vision and technical requirements of the Council Chambers. Fabrication of the sculpture will begin in Summer, 2025. Completion is anticipated by January 2026, with installation scheduled for February 2026.

E. Timelines

Construction will commence immediately after award with substantial completion targeting Q1, 2026. Testing and training on new systems and technology will require several additional months, with the Council Chambers expected to be ready for service by the summer of 2026.

Attachment:

1. Letter of Understanding between Dorsay James and the City of Pickering
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Prepared By:

Original Signed By

Vince Plouffe, OAA, MRAIC
Division Head, Facilities Management
& Construction

Approved/Endorsed By:

Original Signed By

Cathy Bazinet, CPPB, NIGP-CPP
Manager, Procurement

Original Signed By

Laura Gibbs, MBA, MSc.
Director, Community Services

Original Signed By

Stan Karwowski, MBA, CPA, CMA
Director, Finance & Treasurer

LG:vp

Recommended for the consideration
of Pickering City Council

Original Signed By

Marisa Carpino, M.A.
Chief Administrative Officer



Letter of Understanding

Public Artwork Agreement

This agreement made the Day/Month/Year

BETWEEN: Dorsey James
(hereinafter called "the Artist")

AND

THE CORPORATION OF THE CITY OF PICKERING
(hereinafter called "the City")

1. Introduction

This Letter of Understanding pertains to the artwork creation and installation of the artwork for the Art Sculpture in Pickering Council Chambers for the City of Pickering. This document defines the relationship and responsibilities between the City and the Artist. The final artwork is to be installed in February 2026.

This Letter of Understanding conforms to the City of Pickering Public Art Policy (CUL 010) and the City of Pickering Standard Quotation Terms & Conditions.

2. Background

The Art Sculpture in Pickering Council Chambers public art project is operated and administered by the City.

Based on the Directive from September 25, 2023, Resolution #279/23, Council directed through the Office of the CAO, that City staff consult with Pickering resident and internationally renowned sculptor Dorsey James to commission or purchase one of his pieces to be included as part of the Council Chamber renovation.

Dorsey James submitted three concept proposals for review and public input.

The three proposed concepts were presented to the community for feedback through several engagement methods. On the City's online platform, Let's Talk Pickering, and in-person consultation at Artfest.

The combined results from the online and in-person surveys were counted as a single vote during the Public Art Jury meeting held on June 5, 2025. Prior to the meeting, the Capital Projects and Clerks teams reviewed the concepts and submitted comments for the Jury's consideration.

The Public Art Jury, which included two art professionals and three members of the Cultural Advisory Committee, reviewed all feedback and selected *Je Me Souviens* as the final concept. The selected design was endorsed at the June 17, 2025 Cultural Advisory Committee meeting.

The public art concepts were selected by a specially convened independent Public Art Jury, made up of visual arts professionals, community representatives, and City staff.

The Artist submitted a concept dated May 16, 2025, ("the Proposal"), a copy of which is attached as Schedule "A" to this Agreement.

The Artist has been selected by the City to create, manufacture and install or deliver to the site, as required for the different components, the Artwork titled *Je Me Souviens* in accordance with the Conceptual Design, the Terms of Reference and the terms and conditions of this Agreement.

3. Definitions

Artwork - The "Artwork" means the final piece of artwork developed from the design, model, and specifications provided by the Artist and approved by the City, which Artwork is more particularly specified in Schedule "A" attached hereto.

The Work - The "Work" means designing, producing and fabricating the Artwork as well as delivering and installing it at the Place of Installation.

Place of Installation - The "Place of Installation" is in the Art Niche in the City of Pickering's Council Chambers more specifically located as shown on the attached drawing Schedule "B" attached hereto.

4. Artist Fee: Compensation and Payment Schedule

- a) The all-inclusive price to be paid by the City for the Artwork, completed and installed shall be \$30,000.00 CAD, inclusive of all applicable federal and provincial taxes including HST.
- b) Each stage of the payment shall be accompanied by a detailed summary of work completed by the Artist, including updated drawings and images that states that the Work has progressed and is proceeding according to Schedule "C" and will be installed by the Delivery Date (as defined below).
- c) H.S.T. shall be enumerated as a separate item on each staged and scheduled payment pursuant to this Article.

Payment shall be structured in a payment schedule to the Artist as follows:

- I. Phase 2: \$10,000.00 including HST – executing the Letter of Understanding, site visit, fabrication schedule and submission of an invoice from the Artist;
- II. Phase 3: \$10,000.00 including HST – after completion of Phase 2 which includes the delivery of final drawings of all art work components and submission of an invoice from the Artist; and
- III. Phase 5: \$10,000.00 including HST – after completion of Phase 3 which includes installation of the artwork at the Place of Installation and upon submission of an invoice from the Artist.

The City agrees:

- a) to pay the Artist all funds due and as provided for herein.

5. Payments of Sub-Contractors

The Artist agrees:

- a) to ensure that payments will be made to all suppliers and subcontractors that may be engaged by the Artist in regard to the design, fabrication, storage, delivery and installation of the Artwork. At the City's request, the Artist shall provide evidence of such payment.

6. Performance

The Artist agrees:

- a) to provide all work and materials necessary to create the Artwork and to fulfill all its obligations as set out in this Agreement;
- b) that the materials, methods and processes used to produce the Artwork shall be of first-class

quality and expressive of the approved design as detailed in Schedule "A" attached hereto;

- c) to use first class skills, diligence and workmanship as are normally found in the artistic profession, and ensure that all materials incorporated into the Artwork are of the utmost quality and design in accordance with Schedule "A".

7. Timelines and Completion of Deliverables

The Artist agrees:

- a) to complete the installation of the Artwork to the satisfaction of the City no later than February 9, 2026 ("the Delivery Date") or such later date as may be agreed upon by the Artist and the City in writing. The installation will include a maintenance/conservation plan submitted by the Artist;
- b) during the design and production of the Artwork, to keep the City advised of the status of the production of the Artwork. If required by the City, the Artist shall allow representatives of the City to view the Artwork during its various stages of production or provide progress photographs;
- c) to submit a progress report and invoice, with supporting receipts and invoices from sub-contractors, in the form specified by the City, prior to each payment date set out in Schedule "C".
- d) to provide a conservation and maintenance plan which must be approved by the City;
- e) to provide to the City photographs of the Artwork during and after installation in accordance with Schedule "C".

The City agrees:

- a) to ensure that should the Artist require direction in any regard to the design, fabrication or installation of the Artwork, the City shall provide such direction in a prompt and timely fashion.

8. Detailed Design

The Artist agrees:

- a) To evaluate all material and data relevant to the Artwork as provided by the City and shall facilitate production of the final design, working with the Cultural Services Unit and other City departments and design team members, as needed and, in order to finalize the detailed design and the exact location of the Artwork within the Installation Site, to the satisfaction of the City.

9. Specifications

The Artist agrees:

- a) to provide detailed drawings and specifications to the satisfaction of the City and shall advise the City, in writing, through the Coordinator, Public Art, of all factors relating to the Artwork's theme, budget, critical path, location, size, materials, structural, mechanical and technological requirements, installation methods, and future maintenance requirements, to be determined by the Artist in consultation with the Coordinator, Public Art;
- b) Substantive changes to the Artwork may be undertaken by the Artist only upon receipt of prior written authorization by the Manager, Cultural Services provided however, that the City's objection to any feature of the Artwork which is reasonably attributable to the exercise of the Artist's aesthetic judgement during the progress of the development of the Artwork shall not be considered a substantive change and shall not be a basis for withholding acceptance or payment

for the Artwork.

10. Permits and Engineers Stamp

The Artist agrees:

- a) to obtain at the Artist's sole cost and expense, all permits necessary for the delivery and installation of the Artwork and prepare all materials, documents, reports, plans and drawings, required in order to obtain any Structural Engineers' stamps required in connection with the manufacture and installation of the Artwork at the Installation Site.

11. Delivery, Installation and Protective Measures

The Artist agrees:

- a) to be solely responsible for all costs and supervision of the actual fabrication, production and installation of the Artwork including the cost of any site preparations or safety precautions that are required for the installation of the Artwork in its final location unless otherwise specified by the City. If protection during installation is required, then the Artist is to provide it.
- b) to deliver the Artwork to the specific site as set out in Place of Installation, free from all defects and in compliance with the specifications as outlined in Schedule "A" attached hereto.
- c) The Artist shall coordinate the installation of the Artwork with the Coordinator, Public Art and permit such inspections of the installation as the City may require. If any costs result from the Artist failing to coordinate the Artist's work with that of [City divisions and contractors], all such costs shall be borne by the Artist.
- d) upon installation of the Artwork, to clean the Artwork to ensure that all dirt, imperfections and extraneous materials are removed from the Artwork.
- e) that installation shall have been deemed to be complete when acceptance by the City or by its designated agent.

The City agrees:

- a) to provide, at its expense, a permanent marker in keeping with the quality and type of the Artwork which will identify the name of the Artist, the name of the Artwork and the year of the Artwork.

12. Damage to Artwork and Artist's Property

The Artist agrees:

- a) that in the event of physical loss or damage to the Artwork prior to completion of installation and acceptance of the Artwork by the City, the Artist shall immediately take all necessary steps to rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as is reasonably possible at no additional expense to the City. Where necessary, the Artist may collect insurance proceeds before rectifying the loss or damage and shall rectify the loss or damage as soon as is reasonably possible after receipt of said funds.
- b) to be responsible for any loss or damage whatsoever to any of the Artist's materials, goods, equipment or supplies and will maintain all-risk coverage as required by this Agreement and as any prudent owner of such materials, goods, supplies and equipment would maintain. The Artist shall have no claim against the City or the City's insurers for any damage or loss to the Artist's property and shall require his insurers to waive any right of subrogation against the City.

The City agrees:

- a) that following acceptance of the Artwork, the City will use its best efforts to maintain and repair any damage done to the Artwork by vandalism or other means substantially in accordance with the conservation and maintenance plan to be provided by the Artist. The City will make reasonable efforts to inform the Artist of such damage and to offer the Artist the opportunity to consult with the City on the proposed repairs.

13. Warranty, Repair and Maintenance

The Artist agrees:

- a) that upon receipt of the Artwork, should the City find any deficiencies in the Artwork, it will advise the Artist in writing and the Artist must rectify such deficiency within ten (10) days of receipt of such notice. Should it not be possible to complete rectifying the deficiencies within ten (10) days, the Artist shall provide a Schedule to the City that is acceptable to the City indicating when completion will occur.
- b) in the event that the Artwork shall require repairs subsequent to the date of completion arising from normal weathering and “wear and tear”; then in such event the City shall advise the Artist in writing as to the nature of such repair and offer the Artist first right of refusal to carry out such repair within times and consideration as mutually agreed upon by the City and the Artist. Should the Artist fail to advise the City within thirty (30) days of receipt by the Artist of the written offer, or should the Artist and the City fail to agree on times and consideration, then in any such event the City, or a third party hired by the City, shall be at liberty to carry out any and all repairs. In determining the time and consideration for such repairs, both parties agree to act reasonably.
- c) notwithstanding the foregoing and with the exclusion of the maintenance criteria set out in the conservation and maintenance plan submitted by the Artist, during the first three (3) years after installation and acceptance by the City, the Artist agrees to repair any defects or deficiencies (normal weathering and “wear and tear” excepted) in the Artwork without any charge to the City.

The City agrees:

- a) to keep the Artwork in a clean condition, free of debris or banners or signage which defaces the Artwork, all to the level which the City considers to be appropriate and in accordance with the conservation and maintenance plan to be approved by the City and that will be provided by the Artist.

14. Removal and Relocation of Artwork

The City agrees:

- a) to endeavor to exhibit the Artwork in the original location and in its original and complete format subject to the City’s right to decommission or remove the Artwork or a particular piece thereof for reasons which may include, but are not limited to, the structural integrity of the Artwork, expiry of the expected lifespan of the Artwork, extensive or irreparable damage or vandalism or by reason of the necessity to accommodate the effective operation of the Council Chambers.
- b) to consult, where possible, on the restoration or removal of public art, but shall retain the right to restore, relocate, or archive a work of public art without the artist's and/or donor's consent.

15. Insurance

The Artist agrees:

- a) that upon request by the City, the Artist shall take out and keep in force a policy of liability insurance in the amount of \$2,000,000 inclusive each occurrence (or such larger amount as may be required), and not less than two million (\$2,000,000.00) automotive liability insurance coverage for the duration of the Artists work. Certificate(s) of insurance shall be provided upon request by the City.
 - i. The policy shall include The Corporation of the City of Pickering, as additional named insured without subrogation in respect of all work and operations performed by or on behalf of the Artist, a certificate of insurance shall be completed by the Artists agent, broker or insurer.
 - ii. The policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the City.
 - iii. If the City is not provided with a renewal of the policy at least thirty (30) days prior to its expiration date, then the City may arrange a public liability policy insuring the City in the amount of \$2,000,000.00 and an automotive liability policy insuring the City in the amount of two million (\$2,000,000) at the expense of the Artist, which may be recovered from amounts owed to the Artist or from any form of security still in the City's possession.

16. Indemnification

The Artist agrees:

- a) to indemnify and hold harmless the City, its Mayor and Councillors, employees and agents for any and all losses, claims, demands, suits, actions, judgments, or costs which may arise from any physical deficiencies or deformities or structural failures of the Work which render the Artwork inconsistent with the approved design. The Artist agrees that this indemnity shall survive the period of time required to fulfill this contract and extend to the useful life of the Artwork and shall be binding upon the Artists' personal representatives, administrators, executors and assigns.
- b) to indemnify the City, its Mayor and Councillors, employees and agents from and against all liens, all builders liens, claims, actions, costs and damages which may arise during installation of the Work on the Place of Installation. No finding of negligence, whether joint or several, as against the City in favour of any third party shall operate to relieve or shall be deemed to relieve the Artist in any manner from any liability to the City, whether such liability arises under this Agreement or otherwise.
- c) to warrant that the Artwork is original to the Artist and does not violate any copyright of any other person. The Artist shall indemnify and hold harmless the City, its Mayor and Councillors, employees and agents for any and all losses, claims, demands, suits, actions, judgements or costs that may arise from the allegation that the Artwork is not original to the Artist.

17. Occupational Health and Safety Act

The Artist agrees:

- a) to conform to and enforce strict compliance with the requirements of the Occupational Health

and Safety Act, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").

- b) that nothing in this Agreement shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Artist either instead of or jointly with the Artist.
- c) that it will ensure that all subcontractors engaged by it are qualified to perform the services and that the employees of the Artist and of all subcontractors are trained in the health and safety hazards expected to be encountered in the Services.

18. Workplace Safety & Insurance

The Artist agrees:

- a) that all of the Company's personnel must be covered by the Workplace Safety & Insurance Board at the Company's expense. The Company shall provide the City with a Clearance Certificate from the Workplace Safety & Insurance Board prior to the commencement of work, certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board.
- b) to provide the City with a Clearance Certificate prior to final payment certifying all payments by the Company to the Board in conjunction with the subject Contract have been made and that the City will not be liable to the Board for future payments in connection with the Company's completion of the project.
- c) That a Company deemed to be an Independent Operator by the Workplace Safety & Insurance Board will provide a copy of such letter to the City containing the Independent Operator identification number issued by the Board. An Independent Operator must be covered by WSIB optional insurance and provide proof of this coverage upon request.

19. Delays

The Artist and the City agree that:

- a) neither party shall be responsible for any failure to comply with or for any delay in performance of the terms of this Agreement including but not limited to delays in delivery, where such failure or delay is directly or indirectly caused by or results from events of force majeure beyond the control of the party sought to be charged. These events shall include, but not be limited to fire, earthquake, accident, civil disturbances, war, rationing, allocation of embargoes, strikes or labour problems or delays in transportation, inability to secure necessary materials, parts or components, delay or failure of performance of any supplier or subcontractor, acts of Nature or acts of Government.

20. Early Termination

The Artist and the City agree that:

- a) notwithstanding any other provision of this Agreement, the City may, at any time and without cause, prior to completion of the Artwork, terminate this Agreement by providing sixty (60) days' notice in writing to the Artist. In the event of such termination, the City shall not incur any liability to the Artist other than work completed to the date of termination in accordance with the payment schedule and reimburse the Artist for the demonstrable, reasonable actual costs to the Artist incurred in connection with the Artwork, to the date of termination, as well as any

demonstrable, reasonable outstanding liability owed by the Artist to the Artist's contractors, subcontractors, or employees incurred in connection with such termination;

- b) failure of the Artist to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the Artist if a breach which is remediable is not rectified by the Artist to the City's satisfaction and within the timeframe set out in the City's notice of breach. In the event of such termination, the City shall not incur any liability to the Artist other than work completed to the date of termination in accordance with the payment schedule and reimburse the Artist for the demonstrable, reasonable actual costs to the Artist incurred in connection with the Artwork, to the date of termination, as well as any demonstrable, reasonable outstanding liability owed by the Artist to the Artist's contractors, subcontractors, or employees incurred in connection with such termination;
- c) all rights and remedies of the City for any breach of the Artist's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law;
- d) no delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy; and,
- e) upon termination, all work and material of the Artist pertaining to the Artwork shall be delivered to or retained by the City at no further cost or liability to the City.

21. Ownership

The Artist and the City agree:

- a) ownership of the Artwork, the model/maquette and all documentation supplied to the City in connection with the Artwork, will vest in the City upon final payment for same.

22. Copyright

The Artist and the City agree that:

- a) copyright in the Artwork shall remain with the Artist.

The Artist agrees:

- a) to hereby grant the sole, perpetual and royalty free license to exhibit the Artwork in public and to use photographs, drawings, film, video, and other mechanical reproductions of the Artwork throughout the world to the City for publicity purposes only.
- b) to authorize the City to use the Artist's name in connection with the Artwork and in the promotion and advertising of the City.
- c) not to replicate the Artwork for any other client or purchaser.
- d) to use best efforts to give credit to the City as the owner of the Artwork.

The City agrees:

- a) to use its best efforts to have the Artist's name associated with the Artwork in photographs,

drawings or other reproductions of the Artwork except where the Artwork is not the primary subject of the said reproduction.

23. Death or Incapacity of Artist

The Artist and the City agree that:

- a) in the event of a death or incapacity of the Artist before the complete installation of the Artwork, the City shall be vested with title to the unfinished Artwork upon paying the Artist, their personal representatives, administrators, executors or executrix a sum in the direct proportion of the percent of the Artwork completed to that date as determined by the City and shall be permitted to complete the Artwork in a manner generally consistent with the original design of the Artist.

24. Mediation

The Artist and the City agree:

- a) that all disputes pertaining to the interpretation or implementation of this Agreement shall be resolved first by good faith negotiation between the parties. In the event that a dispute cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the “Rules of Procedure for the Conduct of Mediation” of the ADR Institute of Ontario. In the event that the mediation does not result in a settlement of the dispute, any unresolved issues may be taken to any other appropriate dispute resolution process agreed to by the parties, including arbitration or an appropriate court process. Should arbitration be chosen, it will be conducted in accordance with the “Rules of Procedures for the Conduct of Arbitration” of the ADR Institute of Ontario pursuant to the Arbitrations Act.

Any claim or action brought pursuant to this Agreement shall only be brought in the courts of the Province of Ontario.

This Agreement forms the entire agreement between parties and no other representations either oral or written shall form part of this Agreement.

The rights and remedies of the City under this Agreement are cumulative and in addition to any rights and remedies provided by law or equity.

To the City at:

The City of Pickering

One the Esplanade

Pickering , Ontario

The City's Representative for the purpose of this Agreement will be

Laura Gibbs.

To the Artist at:

Dorsey James Sculptor

dusti@rogers.com

Or to such other address or person as the parties may designate to each other in writing.

Letter of Understanding

Public Artwork Agreement

It is deemed that notice is received five (5) days after the mailing of any notice or upon delivery, if personally delivered.

IN WITNESS WHEREOF the parties hereto have had this Letter of Understanding executed.

Full Name, Artist

Date

Kevin Ashe, Mayor
City of Pickering

Date

Susan Cassel, City Clerk
City of Pickering

Date

GENERAL

Schedule A: The Artwork (Artist's Concept proposal document attached)

Schedule B: Place of Installation (Place of Installation document attached)

Schedule C: Detailed Fabrication Schedule

SCHEDULE A

The Artwork (artist's concept proposal document attached)



SCHEDULE B

Place of Installation



*Note: sculpture shown is for reference purposes only and does not reflect the concept provided in Schedule A.

SCHEDULE C

Detailed Fabrication Schedule

WORK PLAN

The completion dates for each phase of the project as set out below shall be finalized upon final determination of the construction commencement date and prior to commencement of the Phase 2 services.

Phase 1 – July, 2025

- Agreement signed by all parties
- Proof of insurance and WSIB provided to the satisfaction of the City

Phase 2 - To be completed by August 14, 2025 to the satisfaction the City

(PAYMENT)

- Preliminary Drawings of all components and connections
- Preliminary fabrication schedule and Pricing

Phase 3 - To be completed by November September 12, 2025 to the satisfaction of the City (PAYMENT)

- Final design and pricing

This phase will include the following approvals by the client:

- Design drawings, including all components and connections.
- Completion of detail design.

This phase will include the following approvals by the client:

- Final sign-off of shop drawings for production
- Shipping & installation plan completed, in cooperation with stakeholders and other relevant contractors, and to the satisfaction of the City.

Phase 4 - To be completed by January 23, 2026 to the satisfaction of the City

- Complete off-site fabrication of Artwork and all its components, to the satisfaction of the City. All permits and approvals acquired.

Phase 5 – To be completed by February 9, 2026 to the satisfaction of the City (PAYMENT)

- Complete on-site installation of the Artwork and all its components, to the satisfaction of the City.
- Delivery of maintenance manual, including Photographic documentation, Artist statement, Biography
- Attendance at the unveiling event in February, 2026.
Final acceptance of Artwork to the satisfaction of the City.