



225 - 13 Avenue SW, Calgary AB, T2R 1N8
Phone: (403) 974-0751
www.parksfdn.com

January 16th, 2025

**Parks Foundation Calgary
Artist Call – Collection of Artistic Site Furniture
Haultain Park 225 13 Ave SW, Calgary AB**

Re: Artist Call, Haultain Park Site Furniture Collection

Hello,

In partnership with The City of Calgary, Heritage Calgary and The Beltline Neighbourhood Association, Parks Foundation is delivering a project to revitalize Haultain Park and bring an artistic presence to space, through a collection of site furniture.

Parks Foundation is seeking professional artists partnered with a local fabricator, to **submit a Proposal for the Design and Fabrication of the Collection of Artistic Site Furniture for the Haultain Park Revitalization project** described herein.

The Project will be dependent on successful fundraising efforts. PFC reserves the right to cancel the Project at any time.

Fee letter submissions are subject to the attached Schedule A: Project Scope & Information and Schedule B - PFC Contracting Service Agreement. The selected Artist agrees to enter into the Contract attached (Schedule B) with PFC upon submission of a fee letter.

PFC requests that artists **submit a proposal by 3:00pm MST, Feb 5th, 2025, via email to Priscilla Buteau, at priscillab@parksfdn.com** . Should you have any questions, feel free to get in touch directly.

Sincerely,

Parks Foundation Calgary Team



Parks Foundation Haultain Park Artistic Site Furnishings - Artist Call

Introduction

Parks Foundation is a non-profit organization dedicated to ensuring everyone has a place to embrace their outdoor life. We work directly with communities to bring park and sport projects to life, so that all Calgarians have accessible, unique, recreational, sport and green spaces in their neighborhoods.

In partnership with The City of Calgary, Heritage Calgary and The Beltline Neighbourhood Association, Parks Foundation is delivering a project to revitalize Haultain Park and bring an artistic presence to the space. Haultain Park is home to the historic Haultain School House built in 1894, Tennis Courts, an Inclusive Playground, and an underutilized greenspace. The vision for the park is an inviting multi-use park with spaces for relaxing, gathering, fitness and play for all ages (please see concept attached). This artist call is for the design and fabrication of a collection of permanent site furniture to be installed throughout key locations at Haultain Park. The goal of the collection is to create visually interesting, vibrant, and functional artistic benches, tables, and bike racks throughout the park.

More information about the Parks Foundation Calgary and the history of the Haultain School site can be found here:

[Parks Foundation Calgary \(parksfdn.com\)](http://parksfdn.com)
[Alberta Register of Historic Places](#)

Artist Call

Parks Foundation is seeking professional artists partnered with a local fabricator to design and fabricate a collection of artistic site furnishings for the Haultain Park Revitalization project. The ideal collection will be functional, aesthetically pleasing and contribute to the place-making goals for the project. Haultain Park has a strong connection to the community; Patrons from First Street Market, and other nearby restaurants seek places to enjoy lunch outdoors, residents of Union Square, the Underwood, and other nearby residents use the park for lounging, play, walking their dogs and exercise, and the greenspace is used for programming by the nearby daycares, schools and youth programs. The preferred conceptual theme for the collection should highlight the historic value of the site and sandstone school that once occupied a portion of the greenspace. In addition, the collection should complement the Parks Foundation Calgary dedication site furniture seen below.



FILE: \\CA002-PRFSS\SHARED_PROJECTS\16500941\500_LAS\10_DESIGN_DEV\01_CAD\16500941_BASE.DWG DATE: Wednesday, December 18, 2024 4:46:35 PM BY: Quayle, Wes



REFERENCE SCHEDULE

SYMBOL	DESCRIPTION	QTY
HARDSCAPING		
	COLOURED CONCRETE TO MATCH EXISTING	203.7 m ²
	COLOURED CONCRETE BANDING TO MATCH EXISTING	9.6 m ²
	ACTIVITY NODE SURFACE, AREA CONCRETE, ARTIFICIAL TURF OR SIMILAR	418.4 m ²
	2.0M WIDE WALKING/RUNNING TRACK SURFACE WITH PARKS FOUNDATION CALGARY THEMING	378.8 m ²

SITE FURNISHINGS

	BENCH WITH CENTRE ARM REST	10
	CURVED PERGOLA WITH SWING BENCH	2
	PICNIC TABLE	1
	WATER FOUNTAIN WITH PET STATION	1
	MAGLIN ODGEN BENCH	4
	PICNIC TABLE WITH UMBRELLA	9
	TRACK/GAMES SIGN	1
	HAMMOCK AND MOUNTING POSTS	3

SITE STRUCTURES

	FENCE PILLARS, TO MATCH EXISTING DESIGN AESTHETIC	2
	"J.C." ANDERSON SIGN RELOCATION	1

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME
TREES	
	FRAXINUS PENNSYLVANICA 'PATMORE' PATMORE GREEN ASH
	MALUS SPECIES TO MATCH EXISTING, DOUGLO AND THUNDERCHILD CRAB APPLE
	ULMUS AMERICANA AMERICAN ELM
SHRUB AREAS	
	MIXED ORNAMENTAL GRASSES EG. FEATHER REED GRASS, BLUE OAT GRASS AND/OR CATMINT
GROUND COVERS	
	SOD KENTUCKY BLUEGRASS

NOTES

- ALL COORDINATES AND DISTANCES ARE BASED ON 3TM COORDINATE SYSTEM (NAD 83).
- CONSULTANT CONTACT INFORMATION:**
STANTEC CONSULTING LTD.
200-325 25TH STREET SE, CALGARY, AB CANADA T2A 7H8
PHONE: 403.716.8000
www.stantec.com
- DEVELOPER CONTACT INFORMATION:**
CLIENT NAME: PARKS FOUNDATION CALGARY
ADDRESS: 225-13 AVENUE SW, CALGARY, AB T2R 1N8
PROJECT MANAGER: PRISCILLA BUTEAU
PHONE: 403.650.0779
EMAIL: priscillab@parksfdn.com



NAD 83
COORDINATES

ISSUED FOR 30% DESIGN REVIEW

1.	ISSUED FOR 30% DESIGN REVIEW	2024-10-18	WQ	KG
NO.	DESCRIPTION	DATE (YYYY-MM-DD)	BY	APPD

APPROVAL	
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SEAL	
KATHRYN GLENNINING AALA STANTEC CONSULTING LTD. 200-325 25th Street SE CALGARY, AB T2A 7H8 EMAIL: kathryn.gledding@stantec.com PHONE: 403.716.8000	

DESIGNED	BY	DATE
DRAWN	CJ	2024-10-18
CHECKED	WQ	2024-10-18
	KG	2024-10-18

SCALE	0 4 8 m
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PROJECT	PARKS FOUNDATION CALGARY
SEC:	15 - TWP: 24 - RGE: 1 - W 5th M

SHEET TITLE	LANDSCAPE PLAN 30% DESIGN REVIEW
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FILE NO.	116500941_base.dwg	ENG DWG NO.	116500941
SHEET ID.	L201	SHEET NO.	
DRAWN	BY	DATE	PROFILE NO.
WQ	WQ	2024-10-18	#



Parks Foundation celebrates the diversity and talent of all artists and welcomes all applicants from BIPOC, Indigenous, LGBTQ2S+, visible minorities and differently abled communities to apply.

Collection Requirements

Design Timeline:

- The selected artist in partnership with a fabricator will have **eight (8) weeks** to design the collection and an additional **one (1) week** to submit engineered stamped shop drawings.
- **Key Deadlines:**
 - **March 7, 2025:** Conceptual designs with preliminary details (e.g., sketches, materials, and dimensions) must be presented to Parks Foundation and the Consultant for review and approval.
 - **April 4, 2025:** Final designs and detailing must be submitted.
 - **April 11, 2025:** Engineered stamped shop drawings must be submitted as part of the 100% drawing set for final City approval.

City Review Period:

- A **two (2)-week review period** will follow the final design submission.
- The City may request edits to ensure designs meet Calgary standards and specifications. Stamped shop drawings must be approved before fabrication begins.

Fabrication and Installation:

- The collection must be fabricated and ready for installation by **Fall 2025**;
- The artist is responsible for coordination of installation with the general Prime Contractor

Design Considerations:

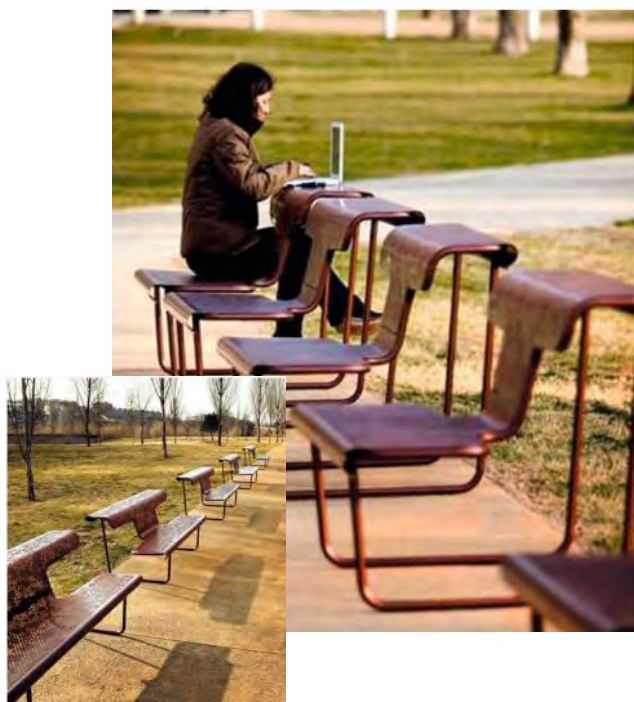
- The collection must:
 - Be family-friendly and suitable for public display.
 - Align with the City of Calgary Access Standards and Development Guidelines & Standard Specifications found here:
 - [City of Calgary Access Standards](#)
 - [City of Calgary Development Guidelines and Standard Specification for Landscape Construction](#)
 - Be safe, durable, and designed for Calgary's climate, with a life expectancy of 15–20 years.
 - Use materials optimized for outdoor use, including concrete, steel/metal, wood/composite, or other materials approved on a case-by-case basis.
- City of Calgary Public Art Design guidelines for use of various material will be provided upon artist selection.

Anticipated Collection Elements:

- 2 Bike Racks: Capacity for 5 bikes each.
- 2 Seating Clusters: Capacity for 6 - 8 people each.
- 7 Benches: Seating for 2 adults each.
- 6 Tables: Capacity for 4-6 people each.

Final collection size is subject to change based on project budget. Minimums to be discussed with chosen Artist.

Precedent images:





Artist Requirements & Scope of Work



Eligibility Criteria:

- Have demonstrated experience in designing and fabricating site furniture, or functional sculptural pieces
- Exhibit artistic and creative design skills working with a variety of building materials
- Successful Artist & Fabricator must carry proof of insurance coverage.
- Preference given to those who live, work, play, or have a strong connection to Haultain Park and/or the Calgary Beltline; no additional budget for travel or per diem.
- Meet the Canada Council definition of a professional artist, as indicated in section 3.10 of the City of Calgary's Public Art Policy.

Scope of Work:

1. Meeting and Events:

- Be available to attend in-person and/or virtually for design and coordination meetings with Parks Foundation, Consultant, and Prime Contractor as required;
- Participate in the grand opening event (Spring 2026)

2. Design Development

- Attend Collection Kick-off meeting to discuss schedule, collection's theme, project vision and site placements
- Provide design development schedule
- Provide initial concept sketches for 90% general project review; include rational, description of materials, colours, general measurements and attachment methods.
- Provide final collection package for 100% general project approval; including engineered stamped shop drawings
- Concept artwork must be original and cannot infringe on intellectual property rights.
- Provide a brief artist description/bio and image for the purposes of recognizing the artist by Parks Foundation.

3. Fabrication

- Partner with local Fabricator; or have means to fabricate the collection to City of Calgary Standards.
- Ensure that all safety and accessibility requirement are met by the design & fabrication
- Submit fabrication schedule, and cost estimates that align with budget and proposed schedule
- Provide engineered stamped shop drawings
- Coordinate fabrication for Fall 2025 installation
- Compensate Fabricator for all works required to build collection

4. Installation

- Provide installation cost estimate and schedule of installation
- Provide foundation details to Consultant & Prime Contractor;
- Coordinate installation of foundations with for Prime Contractor.
 - Note: The Prime Contractor will be compensated from the general project contract, no compensation shall be paid to the Prime Contractor from the Artist



- Compensate installer for all works required to install collection, with the exception of foundations.

Compensation

The collection budget is set at \$150,000, excluding GST. The Artist fee is set at \$ 30,000, and the remainder shall be allocated towards fabrication and installation of the collection. This fee reflects the requirements and scope of work described in the previous section, including, meeting/events, design development, fabrication and installation. Upon final selection and the signing of Parks Foundation's *Artist Services Agreement*.

The artist shall provide invoices upon the completion of the following milestones:

Design Phase		\$30,000
Contract Execution/Project Kick-Off Meeting		\$1,500
Initial Concept Review – Meeting		\$ 10,000
Final Design Review - Meeting		\$17,000
Coordination – Progress Billings		\$1,500
Fabrication & Installation Phase		\$120,000
Submission of Fabrication Package (Shop Drawings)	10% of Fabrication Fees	
Initiation of Fabrication	30% of Fabrication Fees	
Completion of Fabrication	60% of Fabrication Fees	
Collection Installation Complete	Installation Fees	

** Fee breakdown and milestone invoices to be verified upon contract execution*



Proposal Submission Requirements

Applicants will be evaluated based on experience with site furniture design, custom fabrication, connection to Haultain Park and the Calgary Beltline area, and overall quality of portfolio/examples of work, methodology and overall proposal. The selected artist will be chosen based on the evaluation of these criteria.

EVALUTION CRITERIA – SCORING MATRIX	
Quality of Proposal: Is the proposal well thought out, professional presented and follows Submission requirements	5
Connection to Haultain Park/Calgary Beltline Community: Does the artist live, work or have a strong connection to Haultain Park	10
Artist Experience & Portfolio: Demonstrated experience in artistic/custom site furniture design	20
Artist Merit: Demonstrated creativity and innovation in past works, highlighting functionality, and a diverse use of materials	20
Fabricator Experience & Portfolio: Demonstrated experience in artistic/custom fabrication and showcases experience working professional artist;	20
Project Methodology: Does the methodology clearly outline a practical and thoughtful approach to the project.	25
	Total 100

Length: Maximum ~~ten~~ 8.5 x 11 pages (not including an optional cover page)

Size: 10 MB maximum

File type: Submissions should be in a single combined PDF file.

File name: Submissions should clearly indicate your name. Please use the following format for your file "Haultain_Site Furniture Collection_FULLNAME.pdf"

Proposals shall comprise of:

- ☐ Artist Profile & Experience;
- ☐ Fabricator Profile & Experience
- ☐ Artist Practice Details
- ☐ Fabricator Practice Details
- ☐ Artist Portfolio of Work
- ☐ Examples of custom fabrication
- ☐ Project Methodology



Artist Profile & Experience (1 page)

Provide:

- ☐ legal name(s), preferred name(s),
- ☐ email,
- ☐ phone number,
- ☐ address (including current residing City),
- ☐ artists' website, if available,
- ☐ artists' social media (i.e. Instagram) information, if available,
- ☐ Optional: You may include pronouns and how you identify (i.e.: Indigenous, person of colour, LGBTQ2S+, differently abled etc., including as much detail as you are willing to share).

Fabricator Profile & Experience (1 page)

Provide:

- ☐ Business name(s),
- ☐ email,
- ☐ phone number,
- ☐ address (including current residing City),
- ☐ Fabricator website, if available,
- ☐ Fabricator' social media (i.e. Instagram) information, if available,
- ☐ Optional: You may include pronouns and how you identify (i.e.: Indigenous, person of colour, LGBTQ2S+, differently abled etc., including as much detail as you are willing to share).

Artistic Background (3 – 5 pages)

1. Practice

A written description of your experience with artistic furniture design & fabrication, if applicable. Describe the timelines for the pieces you have created, referencing images in your portfolio. Alternatively, describe your experience with other forms of art/sculpture if you are newer to site furniture design.

A written description of how you work, live, play, or have a strong connection to Haultain Park and/or the Calgary Beltline, and why you're interested in this opportunity.

A written description of your experience in partnering with local fabricators and the process for seeing your design/art become reality.

2. Portfolio

A selection of demonstrated and applicable projects or works with photographs and/or illustrations and brief descriptions (i.e. where, when, completion status, size, medium/materials, client if applicable).



Each selected work shall clearly and concisely indicate whether the work was completed independently or as a collaboration. For any collaboration works, describe the role(s) in which the artist was involved in (i.e. conception of artwork, led installation vs assisted with installation, mentor vs mentee, etc.)

Fabricator Practice & Examples of Work (3 - 5 pages)

1. Practice

A written description of your experience with custom fabrication of site furniture specifically tables and benches. Describe the timelines for pieces you have fabricated referencing examples of work.

A written description of your experience partnering with professional artists and the process for fabricating custom pieces from artist sketches, digital rendering, etc. Include how you plan to support the Artist with detailing and shop drawings, as required as part of the City approval process.

2. Examples of Work

A selection of custom fabricated site furnishings (or similar items), with photographs, drawings and brief descriptions (i.e. where, when, completion status, size, medium/materials, client if applicable).

Each selected work shall clearly and concisely indicate whether the work was completed independently or as a collaboration with others. For any collaboration works, describe the role(s) in which the Artist was involved. (i.e. conception of artwork, led installation vs assisted with installation, etc.)

Project Methodology (1 – 2 pages)

Please describe your approach to the following aspects of the Artist Call. Your response should demonstrate your understanding of the requirements and your plan to ensure the collection meets all project goals.

1. Implementation of Theme (Historic School):

Describe your approach to integrating thematic elements that reflect the site's heritage and significance. How will you incorporate the theme of the historic school into the design of the collection?

2. City of Calgary Access Standards:

How will you ensure the collection is fully accessible and inclusive? Please detail how your experience in furniture design will inform how you will align with the City of Calgary Access Standards, including considerations for seating, pathways, and usability for people of all abilities.

3. City of Calgary Construction Guidelines:



How will you ensure compliance with the City of Calgary's Development Guidelines and Standard Specifications? Describe how you plan to address structural, material, and safety requirements throughout the project.

4. Budget/Schedule Management:

What strategies will you use to manage the project's budget and schedule effectively? Please outline how you will plan for contingencies, track progress, and ensure timely delivery while staying within budget.

5. Fabrication Coordination:

How will you work with the fabrication team to ensure the collection meets the approved specifications and standards? Describe your plan for selecting materials, managing quality control, and collaborating with the fabricator.

6. Installation Coordination:

How will you coordinate the installation of the collection? Include details about your plan to provide installation details, work with the prime contractor, and ensure smooth on-site execution.

7. Longevity of the Collection (e.g., Maintenance):

What steps will you take to ensure the collection's durability and minimize maintenance needs, with a life expectancy of 15 – 20 years? Please describe material choices, design strategies, and any recommendations for long term care of assets.

Estimated Timeline & Submission Deadline

Application Deadline:	February 5th, 2025 @ 3:00pm MST
Artist Selection:	February 7th, 2025
Pre-Design Meeting	Feb 12 th , 2025
Concept Review	March 10 th , 2025
Final Design Package with details	April 4th, 2025
Shop Drawings Submittals	April 11 th 2025
Fabrication	May – Sept 2025
Collection Installation	August – Sept 2025 Coordination with Prime Contractor for install

**Schedule is subject to change and may require shorten timelines to satisfy city review requirements*



Email your portfolio application submission to priscillab@parksfdn.com

Subject line to include “*Haultain Park – Site Furniture Collection – Full Name*”

Each applicant is solely responsible for ensuring that their application is received at Parks Foundation before the specified deadline. We recommend submitting your application early to avoid any last-minute complications. Late submissions may not be considered.

At Parks Foundation, we are committed to removing barriers in an effort to provide more equitable access to opportunities. Efforts will be made to accommodate alternative applications from equity seeking individuals. If there is a barrier to complete the portfolio submission requirements as shown above, please contact us at priscillab@parksfdn.com and we will do our best to provide accommodations.

Please email all questions to priscillab@parksfdn.com

Subject line to include “*Haultain Park – Site Furniture Collection – Inquiry*”

**Note: Unsuccessful artists will not be notified. Parks Foundation will announce the selected artist on social media*

CONTRACTING SERVICES AGREEMENT – ARTIST CONTRACTOR

This Contracting Services Agreement (this “Agreement”), dated as of **[DATE]** (the “Effective Date”), is by and between **[ARTIST(S)]** located at Calgary, Alberta (“Artist”) and The Parks Foundation, Calgary, an Alberta Corporation, with offices located in Calgary, Alberta (“PFC” and together with Artist, the “Parties”, and each a “Party”).

WHEREAS, Artist has the capability and capacity to provide certain artistic services and coordinate fabrication and installation services; and

WHEREAS, PFC desires to retain Artist to provide artistic design services in respect of the Project known as **Haultain Park Revitalization**, under the terms and conditions hereinafter set forth, and Artist is willing to perform such services under the terms and conditions hereinafter set forth;

AND WHEREAS PFC has engaged **Stantec Consulting Ltd.** to act as landscape architectural consultant in respect of the Project;

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

1. Definitions. The following capitalized terms as used herein have the following definitions:
 - 1.1 “Artist” means **[ARTIST(S)]**.
 - 1.2 “Artist Requirements & Scope of Work” means the information provided in Schedule B hereto.
 - 1.3 “Collection” means the finished site furnishings resulting from the completed Work provided by the Artist, and fabricator
 - 1.4 “Contract Documents” means the documents listed in Schedule “A” hereto.
 - 1.5 “Contract Price” means the amount stipulated in Section 3.
 - 1.6 “Contract Time” means the time specified in Sub-Section 2.2.
 - 1.7 “Collection Requirements” means the information provided in Schedule B hereto.
 - 1.8 “Prime Contractor” means the person or entity to be selected for general project construction by PFC under separate contract
 - 1.9 “Consultant” means **Stantec Consulting Ltd.**
 - 1.10 “PFC” means **The Parks Foundation, Calgary.**
 - 1.11 “Place of the Work” means **Haultain Park, 225 13 Ave, SE, Calgary AB T2R 1N8**
 - 1.12 “Project” means the project known as **Haultain Park Revitalization**
 - 1.13 “Specifications” means that portion of the Contract Documents consisting of the written requirements and standards for the systems, workmanship, quality, and the services necessary for the performance of the Work.

- 1.14 "Subcontractor" means a person or entity having a direct contract with the Artist to perform a part or parts of the Work at the Place of Work.
- 1.15 "Supplier" means a person or entity having a direct contract with the Artist or Contractor to supply material, machinery, equipment for the Work.
- 1.16 "Work" means the total services required by the Contract Documents including collection design, fabrication and installation, etc.

2. The Work.

- 2.1 Artist shall perform the Work required by the Contract Documents and do and fulfill everything indicated by the Contract Documents.
- 2.2 Artist shall complete the Work by **September 30th, 2025** (the "Contract Time"), subject to weather conditions, construction conditions and schedules permitting.
- 2.3 The Artist agrees:
- (a) to perform the Work in accordance with the terms and subject to the conditions set forth in the Contract Documents;
 - (b) to obtain the following, or to ensure that all of the following have been obtained prior to commencement of the Work: all building permits, licences and building occupancy permits necessary to perform the Work and as may be required by the local government authorities;
 - (c) to furnish all labour, supervision, materials, tools and equipment, together with all the work incidental thereto necessary and required and the Artist agrees to perform all Work described in the specifications including the drawings or inferable from any of the Contract Documents;
 - (d) to use personnel of required skill, experience and qualifications;
 - (e) to complete the Work in a timely, workmanlike and professional manner, in accordance with generally recognized industry standards and to the reasonable satisfaction of PFC and authorized agencies; and
 - (f) to warranty and maintain the Work from the date that the construction completion certificate for the project ("CCC") is received by PFC, for a period of one (1) calendar year from the date of receipt of the CCC, or until receipt of Project Final Acceptance Certificate ("FAC"), whichever is greater. Under such warranty period, the Artist shall be responsible for completing any Work required to repair or re-install the Collection, whereas under same warranty period PFC shall be responsible for compensating the Artist for reasonable supply expenses related to the repair or re-installation of the Collection.
- 2.4 For the sake of clarity, nothing in this Agreement shall be construed to prevent PFC from itself performing or from acquiring services from other providers that are similar to or identical to the Work.

3. Contract Price

- 3.1 PFC agrees to pay to the Artist, subject to any additions, deductions, retentions or damages as set forth in the Contract Documents, the sum of **One Hundred Fifty Thousand (\$150,000)** (the "Contract Price") for the Work, excluding GST.

- 3.2 PFC shall make progress payments to the Artist on account of the Contract Price, in accordance to the Contract Documents.
- 3.3 Notwithstanding anything otherwise contained in this Agreement, PFC may, in its discretion, withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any previously issued invoice, to such an extent as may be necessary to protect PFC from loss on account of any of the following:
- (a) the Artist's unsatisfactory execution of the Work;
 - (b) defective or damaged Work requiring correction or replacement;
 - (c) any fees or expenses incurred by PFC related to the Work to bring the Work to acceptable completion;
 - (d) claims or liens filed against the Project or reasonable evidence indicating the likelihood of filing of such claims or liens;
 - (e) failure of the Artist to make payments promptly to its Suppliers or subcontractors for materials or labour;
 - (f) a reasonable doubt by the PFC that the Work can be completed for the unpaid balance of the Contract Price or by the Contract Time;
 - (g) damage to another contractor's work which has not been settled and which may result in the other contractor whose work has been damaged bringing action against PFC. In case of such action, the Artist shall bear the expense of same; or
- 3.4 When the basis for nullifying the previously issued invoice has been removed, PFC shall make payment to the Artist in the amounts set out in the applicable invoice.
4. Artist Obligations. Artist shall:
- 4.1 Comply with all laws, bylaws, ordinances, rules and regulations of any governmental or professional body having jurisdiction, including, without limitation all environmental ordinances, rules or regulations and all applicable safety laws, ordinances, rules and regulations whether Federal, Provincial, or municipal, and with all agreements between such government bodies. In case of any overlap between the applicable Federal, Provincial or municipal laws, bylaws, ordinances, rules or regulations or agreements, the more stringent provision or provisions will apply
 - 4.2 Comply with all PFC rules, regulations, policies and procedures of which it has been made aware, in its performance of the Work.
 - 4.3 Maintain complete and accurate records relating to the provision of the Work under this Agreement, in such form as PFC shall approve. During the Term and for a period of two (2) years thereafter, upon PFC's written request, Artist shall allow PFC or PFC's representative to inspect and make copies of such records in connection with the provision of the Work; provided that PFC provides Artist with reasonable advance written notice of the planned inspection, and any such inspection shall take place during regular business hours.
 - 4.4 Provide sufficient, safe and proper facilities at all times for the review of the Work by PFC and its representatives and inspection of such work by authorized agencies. The Artist shall furnish promptly to PFC copies of any applicable certificates or inspection reports relating to the Work.

- 4.5 Promptly correct defective Work that has been rejected by PFC or authorized agencies as failing to conform to the Specifications.
- 4.6 Prior to engaging the services of any subcontractor or major supplier, submit a request to PFC for review and approval.
5. PFC Obligations. PFC shall:
- 5.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "PFC Contract Manager"), with such designation to remain in force unless and until a successor PFC Contract Manager is appointed, in PFC's sole discretion.
- 5.2 Require that PFC Contract Manager respond promptly to any reasonable requests from Artist for instructions, information or approvals required by Artist to provide the Work.
6. Artist's Representations. The Artist makes the following representations and acknowledges PFC's reliance thereon:
- 6.1 The Artist is skilled and experienced in site furniture design and fabrication, including procedures and methods, and is well able to perform the Work within the Contract Time and for the Contract Price.
- 6.2 The Artist has examined the Place of the Work and has familiarized itself with the nature and extent of the Contract Documents, the Work and with all local conditions and federal, provincial and local laws, ordinances, rules and regulations that in any manner affect the cost, progress or performance of the Work.
- 6.3 The Artist acknowledges that any documents or information or data in addition to the Contract Documents ("Additional Documents and Data") have been or shall be made available to the Artist for the Artist's information only and that the Artist has independently made such inspection of such information or data as the Artist deems appropriate for the Artist's purposes. The Artist further acknowledges that:
- (a) the Additional Documents and Data are or shall be provided without warranty of any kind, express or implied;
 - (b) neither PFC nor the Consultant has represented that the Additional Documents and Data are accurate, complete or suitable for the Artist's purposes;
 - (c) the Additional Documents and Data do not form part of the Agreement; and
 - (d) any reliance made by the Artist on the Additional Documents and Data is entirely at the Artist's own risk.
- 6.4 The Artist has (a) made or caused to be made examinations, investigations, and related data based thereon or obtained therefrom, as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, or similar data are or shall be required by the Artist for such purpose; and (b) correlated the results of all such observations, examinations, investigations, and data with the terms and conditions of the Contract Documents.
7. Confidentiality. All non-public, confidential or proprietary information of PFC ("Confidential Information"), including, but not limited to, personal information of PFC and PFC's employees, specifications, designs, plans, drawings, documents, data, pricing disclosed by PFC to Artist,

whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Artist's use in performing this Agreement and may not be disclosed or copied unless authorized by PFC in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Artist's breach of this Agreement; (b) is obtained by Artist on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) Artist establishes by documentary evidence, was in Artist's possession prior to PFC's disclosure hereunder; or (d) was or is independently developed by Artist without using any Confidential Information. Upon PFC's request, Artist shall promptly return all documents and other materials received from PFC. PFC shall be entitled to injunctive relief for any violation of this Section.

8. Ownership of Collection. The Artist shall retain copyright ownership of the Collection, which includes moral rights. Ownership of the finished physical collection shall be retained by PFC until FAC is granted. Once FAC is granted, ownership of the Project, including the Collection, shall be transferred to and retained by The City of Calgary. PFC, The City of Calgary, and the Community Association reserves the right to exhibit, reproduce, and use the collection (photos and videos) for promotion, marketing, and other uses related to the Project (print, online, social media, etc.) and to maintain, modify the collection to ensure compliance with this Agreement, or as necessary, deaccession the collection at the end of its lifecycle. PFC undertakes to grant credit to the Artist for any use of the Collection and will request any third party do the same.
9. Term, Termination and Survival.
 - 9.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Work, unless sooner terminated in accordance with this Agreement.
 - 9.2 PFC, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least thirty (30) days' prior written notice to Artist.
 - 9.3 Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:
 - (a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
 - (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
 - (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) [business] days or is not dismissed or vacated within forty-five (45) days after filing.
 - (d) Is dissolved or liquidated or takes any corporate action for such purpose.
 - (e) Makes a general assignment for the benefit of creditors.
 - (f) Has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - 9.4 Upon expiration or termination of this Agreement for any reason, Artist shall promptly:

- (a) Deliver to PFC all documents, work product and other materials, whether or not complete, prepared by or on behalf of Artist in the course of performing the Work for which PFC has paid.
 - (b) Return to PFC all PFC-owned property, equipment or materials in its possession or control.
 - (c) Return all Contractor-owned and Subcontractor-owned property, equipment or materials in its possession or control.
 - (d) Remove any Artist-owned property, equipment or materials located at the Place of the Work.
 - (e) Deliver to PFC, all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on PFC's Confidential Information.
 - (f) Provide reasonable cooperation and assistance to PFC upon PFC's written request and at PFC's expense, in transitioning the Work to an alternate artist.
 - (g) On a pro rata basis, repay all fees and expenses paid in advance for any Work which has not been completed.
 - (h) Permanently erase all of PFC's Confidential Information from its computer systems.
 - (i) Certify in writing to PFC that it has complied with the requirements of this Section 8.4.
- 9.5 Survival. The rights and obligations of the parties set forth in this Section 8 and Section 9 Section 10, Section 11, Section 13, Section 14, Section 21, and Section 23, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
10. Independent Contractor.
- 10.1 It is understood and acknowledged that the Work which Artist will perform for PFC hereunder shall be in the capacity of an independent contractor and not as an employee or agent of PFC and not as an employee, or agent. The Artist shall control the conditions, time, details and means by which Artist performs the Work in coordination with PFC.
- 10.2 The Artist shall preserve and protect the rights of the Parties with respect to work performed for the Artist under subcontract, and shall:
- (a) Enter into contracts or written agreements with subcontractors and suppliers to require them to perform their work as provided in the Contract Documents; and
 - (b) Be as fully responsible to PFC for acts and omissions of subcontractors, suppliers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Artist.
- 10.3 PFC, acting reasonably, may object to the use of a proposed subcontractor or supplier and require the Artist to employ another bidder for a subcontract.
- 10.4 Artist has no authority to commit, act for or on behalf of PFC or to bind PFC to any obligation or liability.
11. Indemnification. Artist shall indemnify, defend and hold harmless PFC and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party")

against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, (collectively, "Losses"), relating to/arising out of or resulting from any claim of a third party or PFC arising out of or occurring in connection with Artist negligence, wilful misconduct or breach of this Agreement. Artist shall not enter into any settlement without PFC's or Indemnified Party's prior written consent.

PFC shall indemnify, defend and hold harmless Artist and its officers, directors, employees, agent, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, (collectively, "Losses"), relating to/arising out of or resulting from any claim of a third party or Artist out of or occurring in connection with PFC negligence, wilful misconduct or breach of this Agreement. PFC shall not enter into any settlement without Artist's or Indemnified Party's prior written consent.

12. Remedies.

12.1 If Artist violates any provision of this Agreement, PFC shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against Artist prohibiting further actions inconsistent with Artist obligations under this Agreement.

12.2 In the event Artist fails to satisfactorily perform any of the Work on a timely basis, PFC shall have the right, without prejudice to any other rights or remedies it may have under this Agreement, to take one or more of the following steps:

- (a) Suspend Artist's right and obligation to complete its performance of the Work until such time as Artist is able to demonstrate to PFC's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement;
- (b) Itself provide and/or engage a replacement contractor to provide any or all of the delayed or unsatisfactory Work;
- (c) Assign one or more of its representatives to supervise and work with Artist to correct and mitigate the effects of Artist's breach;
- (d) Withhold payment of any amounts otherwise due to Artist's in a sufficient amount to set-off against any damages caused to PFC as a consequence of Artist's breach.

12.3 To the extent a party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful party shall be liable for all legal fees and costs incurred by the successful party to enforce the provisions of this Agreement.

12.4 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Despite the previous sentence, the Parties intend that Artist's right to damages equal to its earned but unpaid fees is Artist's exclusive remedy for PFC's payment breach.

13. Compliance with Law. Artist is in compliance with and shall comply with all applicable laws, regulations and ordinances. Artist has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

14. Insurance.

14.1 During the term of this Agreement, Artist shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Artist under this Agreement. Upon PFC's request, Artist shall provide PFC with a certificate of insurance from Artist's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name PFC as an additional insured. Artist shall provide PFC with advance written notice in the event of a cancellation or material change in Artist's insurance policy. Except where prohibited by law, Artist shall require its insurer to waive all rights of subrogation against PFC's insurers and Owner or the Indemnified Parties.

14.2 Workers' Compensation Insurance. If it shall have any employees in respect of the Work, Artist shall maintain workers' compensation insurance pursuant to applicable provincial workers' compensation legislation.

15. Interest. Should either Party fail to make payments as they become due under the terms of the Agreement or in an award by arbitration or court, interest at one percent (1%) per annum above the Prime Rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. "Prime Rate" as used in this Section shall be the rate established by the Royal Bank of Canada as its prime rate for commercial loans from time to time.

16. Entire Agreement. This Agreement, including and together with any related Schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

17. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section):

Notice to PFC:

The Parks Foundation, Calgary

225 – 13 Avenue SW
Calgary, Alberta T2R 1N8

Email: staylor@parksfdn.com

Attention: Sheila Taylor, Chief Executive Officer

Notice to Artist:

[ARTIST]

[ADDRESS]

Email: **[EMAIL]**

Attention: **[ARTIST]**

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
19. Amendments. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.
20. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
21. Assignment. Artist shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of PFC which consent shall not be unreasonably, withheld. Any purported assignment or delegation in violation of this Section 20 shall be null and void. No assignment or delegation shall relieve the Artist of any of its obligations hereunder. PFC may at any time assign or transfer any or all of its rights or obligations under this Agreement without Artist's prior written consent.
22. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
23. Choice of Law. This Agreement, including all Schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.
24. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the Province of Alberta. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts in any such action or proceeding. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
25. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 17, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

26. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). Artist's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Artist under this Section 25. Artist shall give PFC prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Artist shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

THE PARKS FOUNDATION, CALGARY

Per: _____
Name: Sheila Taylor
Title: Chief Executive Officer (CEO)

Artist / Business Name (if applicable)

Per: _____
Name

Title

Per: _____
Name

Title

SCHEDULE A CONTRACT DOCUMENTS

Contract Documents pertaining to this Agreement include but are not limited to:

1. PFC's Artist Call Proposal package (attached as Schedule B), with the following revisions and notes:
 - a) The Artist agrees to verify, and communicate their findings to PFC, prior to executing this agreement, that the Artist meets the definition of a Professional Artist as defined by the Canada Council for the Arts.
 - b) The Artist shall provide a brief artist description/bio and image for the purposes of recognizing the Artist by Parks Foundation, and The City.
 - c) The Artist is responsible for the fabrication and installation of the collection, which includes compensation to subcontractors to complete the work as described under 'Artist Requirements & Scope of Work'.
 - d) The Artist will provide material specifications to PFC upon completion.
 - e) The Artist to provide written confirmation of completed work, and invoice to PFC when requesting payment at milestones specified in Schedule A.
 - f) PFC agrees to pay the Contract Price to the Artist in the following milestones:
 - i. Upon completion of collection kick-off meeting:
 - ii. Upon completion of Concept Review Meeting:
 - iii. Upon completion of Final Design Review Meeting:
 - iv. Upon submission of Shop Drawings:
 - v. Upon initiation of Fabrication:
 - vi. Upon Completion of Fabrication:
 - vii. Upon installation of Collection:
 - g) PFC reserves the right to withhold any fees/expenses incurred by PFC to bring the Work to acceptable completion, unless otherwise approved.
 - h) Meeting & Submission Requirements:
 - i. Collection Kick-off Meeting
 - ii. Concept Review Meeting
 - iii. Final Design Review Meeting
 - iv. Shop Drawings
 - v. August 5th – September 15th: Installation

2. Any issued for construction drawings, details, and specifications provided to the Artist that relate to the designated wall listed above.
3. Artist's application & proposal submission package (attached).

SAMPLE