

Report to Executive Committee

Report Number: CS 18-23

Date: June 5, 2023

From: Sarah Douglas-Murray

Director, Community Services

Subject: West Shore Skate Spot

- Commission of Public Art (Community Mural)

- File: A-1440-001

Recommendation:

1. That Council endorse that the commission of public art for West Shore Community Centre Skate Spot be awarded to fatspatrol (Fathima Mohiuddin) & Mural Routes in the amount of \$31,979.00 (HST included);

- 2. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$28,798.00 by a transfer from the Public Art Reserve as provided for in the 2023 Current Budget;
- 3. That the Mayor and the City Clerk be authorized to execute the Letter of Understanding, between fatspatrol (Fathima Mohiuddin) & Mural Routes and the City of Pickering, set out in Attachment 1, subject to minor revisions acceptable to the Director, Community Services and the Director, Corporate Services & City Solicitor; and,
- 4. That the appropriate officials of the City of Pickering be authorized to take the necessary actions as indicated in this report.

Executive Summary: The newly installed Skate Spot in the West Shore Neighborhood provides a public site for a community mural. The artwork will be located at the West Shore Community Centre Skate Spot, 1011-1015 Bayly Street, Pickering. With the approval of the 2023 Current Budget, Council endorsed the funding to carry out the design and installation of a new Public Art Mural on the hardscape of Pickering's West Shore Skate Spot.

This public art piece is intended to be created and executed with the help of the community (West Shore Neighborhood Association, local youth and the City's Programming team), reflective of the neighborhood and the recreational activities that take place in this location. The public art will be created with spray paint and applied directly to the surface of the existing hardscaped Skate Spot. Due to the expected use of the Skate Spot, and based on lifespan of similar public art works, this public art work is expected to last between five to ten years before maintenance or replacement is required.

The Public Art Policy (CUL 130), outlines the criteria, processes and guidelines by which public art is procured by staff at the City of Pickering. The Purchasing Policy (PUR 010) outlines the

criteria, processes and guidelines for the procurement of goods and services for the City of Pickering.

Section 09.10 of the Purchasing Policy states that "Public Art Project purchases or Public Art projects with costs that exceed \$25,000 are subject to Council approval". Therefore, the purpose of this Report is to seek Council endorsement to proceed with the commission of temporary public art for the West Shore Community Centre Skate Spot at a cost of \$31,979.00 (HST included).

Financial Implications: The Public Art Project is reflected in the approved 2023 Culture & Recreation – Admin (10200) Current Budget in the amount of \$35,000.00. The project cost is to be funded from the public art reserve in the amount of \$35,000.00 and includes the cost of the artwork, signage, communications, and an unveiling event.

1. Estimated Project Costing Summary

1. Estimated i roject costing canimary	
Artist Quotation	\$28,300.00
Total Project Cost	¢29, 200, 00
Total Project Cost	\$28,300.00
HST (13%)	<u>3,679.00</u>
Total Gross Project Costs	\$31,979.00
HST Rebate (11.24%)	(3,181.00)
Total Net Project Costs	<u>\$28,798.00</u>

2. Approved Source of Funds

Approved Code	Source of Funds	Budget	Funds Required
502520.10200.9710	Public Reserve Fund	\$35,000.00	\$28,798.00

Project Cost under (over) approved funds b	y \$6,202.00
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The remaining funds of \$6,202.00 will be used for signage, communications and an unveiling event.

Discussion: The City developed a Skateboard Park Strategy in 2017 as a supplement to its Recreation and Parks Master Plan. The strategy helped determine existing and future needs for skateboard park facilities as well as potential locations. Of the households surveyed as part of the strategy engagement, 8% had a family member that skateboarded in the past year, which equates to over 2,500 residents in Pickering who skateboard.

The results indicated that one community size skateboard park and five smaller skateboard facilities called "skate spots", would be required to adequately service the residents of Pickering. Currently, Pickering has one community sized skateboard park, located in Diana,

Princess of Wales Park, and one skate spot in West Shore. Skateboard parks provide an inexpensive recreational outlet for the youth of our community as well for the like-minded children and adults.

The City of Pickering's Cultural Strategic Plan (2014) outlines the City's commitment to collaborate with the community to celebrate our cultural diversity, heritage and the arts; to sustain our natural environment; to foster a creative economy; and to strengthen our vibrant neighbourhoods.

As per Section 08.01 of the CUL 130 Public Art Policy (the Policy), an Open Call was selected as the method of acquisition. A two-stage process was implemented in which Stage 1 prequalified a short list of three artists. The three selected artists were invited to participate in Phase 2, in which, they submitted a revised portfolio including scope of work and budget breakdown that was scored by the Public Art Jury to select the final artist.

The Open Call was issued on April 6, 2023 (Attachment 2). The Open Call was advertised through the City of Pickering website as well as Akimbo, PineRidge Arts Council (PRAC) newsletter, OCAD University's Talent Network and through paid social media ads (Facebook and Instagram). Thirty-six artists from around the world (Canada, USA and Dubai) responded to the Open Call. Applications were pre-qualified by Community Services staff to identify a short-list based on artistic excellence and demonstrated or perceived ability to create and execute an engaging community-based mural that is complementary to the overall design scheme and community context; narrowing the potential candidates down to the Top 3.

As per Section 07.02 of the Policy, a Public Art Jury must be established for each acquisition of \$25,000 and over in value. The Public Art Jury is to be organized on a case by case and project by project basis. The Public Art Jury evaluates the artist proposals in accordance with the Artist Evaluation Criteria in Section 07.03 and Selection Considerations of the Policy. A Public Art Jury was convened on May 9, 2023 to judge the submissions based on criteria established in the Public Art Policy.

The Cultural Advisory Committee met on April 18, 2023 to review and endorse the Top 3 short list that proceeded to Phase 2.

The Top 3 artists were provided with the Terms of Reference (Attachment 3) to further tailor their submission and presentation for Phase 2. The Phase 2 proposals were received on May 5, 2023. Each artist presented their concept to the Public Art Jury on May 9, 2023. The jury reviewed the judging criteria outlined in Attachment 2 (Open Call), scored each proposal and ranked the top three finalists following the artist's presentations.

Based on the ranking, fatspatrol (Fathima Mohiuddin) & Mural Routes were recommended as the Artists to be awarded the commission of public art at West Shore Community Centre Skate Spot for Phase 2 of the project. The Public Art Jury recommendation was endorsed by the Public Art Committee on May 11, 2023 and by the Cultural Advisory Committee on May 16, 2023.

The Artist application including scope of work and budget breakdown is set out in Attachment 4 (West Shore Skate Sport Artist Submission).

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Staff request that Council endorse the commission of temporary public art for West Shore Community Centre Skate Spot be awarded to fatspatrol (Fathima Mohiuddin) & Mural Routes in the amount of \$31,979.00 (HST included).

The Letter of Understanding (set out in Attachment 1) was drafted by Cultural Services staff and reviewed by Legal Services and Finance. The Letter of Understanding defines the relationship and responsibilities between the City and the Artist. Staff are requesting Council to authorize the Mayor and City Clerk to execute the Letter of Understanding with fatspatrol (Fathima Mohiuddin) & Mural Routes.

The installation will take place in October 2023. Subject to Council's endorsement of this Report, the Artist will begin community consultation of the artwork with the Pickering West Shore Community Association, local youth and the City's Programming team for the creation of the mural over the summer months, in which the mural will be completed and unveiled at an event in October 2023.

Attachments:

- 1. Agreement Letter of Understanding
- 2. West Shore Skate Spot Open Call
- 3. West Shore Skate Spot Terms of Reference
- 4. fatspatrol & Mural Routes West Shore Skate Spot Artist Submission

Prepared By: Approved/Endorsed By:

Original Signed By: Original Signed By:

Laura Gibbs, MBA, MSc

Division Head, Culture & Community

Programming

Sarah Douglas-Murray

Director, Community Services

Original Signed By:

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

KR:jsa

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Recommended for the consideration of Pickering City Council

Original Signed By:

Marisa Carpino, M.A. Chief Administrative Officer



Public Artwork Agreement

This agreement made the Day/Month/Year

BETWEEN: fatspatrol, Fatima Mohiuddin
(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 creation and installation of the artwork for the West Shore Skate Spot for the City of Pickering. This document defines the relationship and responsibilities between the City and the Artist. The final artwork is to be unveiled October, 2023.

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 newly installed Skate Spot in the West Shore Neighborhood provides a public site for a community mural. The artwork will be located at the West Shore Community Centre Skate Spot, 1011-1015 Bayly Street, Pickering. With the approval of the 2023 Current Budget, Council endorsed the funding to carry out the design and installation of a new Public Art Mural on the hardscape of Pickering's West Shore Skate Spot.

This public art piece is intended to be created and executed with the help of the community (West Shore Neighborhood Association, local youth and the City's Programming team), reflective of the neighborhood and the recreational activities that take place in this location. The public art will be created with spray paint and applied directly to the surface of the existing hardscaped Skate Spot. Due to the expected use of the skate spot, and based on lifespan of similar public art works this public art work is expected to last between 5 to 10 years before maintenance or replacement is required.

The City of Pickering issued an Open Call as the method of acquisition. A two-stage process was implemented in which Stage 1 pre-qualified a short list of three artists. The three selected artists were invited to participate in Phase 2, in which, they submitted a revised portfolio including scope of work and budget breakdown that was scored by the Public Art Jury to select the final artist.

The Open Call was issued on April 6, 2023.

A Public Art Jury was convened on May 9, 2023 to judge the submissions based on criteria established in the Public Art Policy.

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The Top 3 artists were provided with the Terms of Reference to further tailor their submission and presentation for Phase 2. The Phase 2 proposals were received on May 5, 2023. Each artist presented their concept to the Public Art Jury on May 9, 2023. The jury reviewed the judging criteria outlined in the Open Call, scored each proposal and ranked the top three finalists following the artist's presentations.

Based on the ranking, fatspatrol (Fathima Mohiuddin) & Mural Routes were recommended as the Artists to be awarded the commission of public art at West Shore Community Centre Skate Spot for Phase 2 of the project. The Public Art Jury recommendation was endorsed by the Public Art Committee on May 11, 2023 and by the Cultural Advisory Committee on May 16, 2023.

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 the hardscaped Stake Spot at West Shore Community Centre, 1011 – 1015 Bayley Street, Pickering.

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 \$31,979.00 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 that including updated drawings and images that states that the Work has progressed and is proceeding according to schedule D and will be installed by the Delivery Date (as defined below).
- c) HST 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) \$6,000.00 at the end of Phase 1 which includes execution of the agreement by all parties, proof of insurance and WSIB to the satisfaction of the City, and an invoice from the Artist;
- ii) \$12,989.50 at the end of Phase 2 which includes preliminary sketches and a detailed plan of action and submission of an invoice from the Artist:
- iii) \$12,989.50 at the end of Phase 4 which includes installation of the artwork at the West Shore Skate Spot and submission of an invoice.

The City agrees:

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



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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; and
- 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.

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 October 6, 2023 ("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 subcontractors, in the form specified by the City, prior to each payment date set out in Schedule "B".
- d) to provide a conservation and maintenance plan; and
- e) to provide to the City photographs of the Artwork during and after installation in accordance with Schedule "B".

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



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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 Curator, 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 Curator; and
- b) Substantive changes to the Artwork may be undertaken by the Artist only upon receipt of prior written authorization by the Division Head, Culture and Community Programming 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 "B" attached hereto;
- c) The Artist shall coordinate the installation of the Artwork with the Curator 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; and
- e) that installation shall have been deemed to be complete when acceptance by the City or by its designated agent.



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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; and
- 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



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- and all repairs. In determining the time and consideration for such repairs, both parties agree to act reasonably; and
- 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 Log Barn; and
- 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. 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 operations performed by or on behalf of the Company, a certificate of insurance shall be completed by the Company's 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



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amount of two million (\$2,000,000) at the expense of the Company, which may be recovered from amounts owed to the Company 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, it's 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; and
- 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").;
- 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; and
- 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,



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- certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board;
- 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; and
- 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;



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- 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.



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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; and
- b) 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

lgibbs@pickering.ca

To the Artists at:

Fatspatrol (Fathima Mohiuddin)

Fathima@thedomino.org

www.fats.ink

@fatspatrol



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

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 p	oarties hereto have l	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	



Public Artwork Agreement

GENERAL

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

Schedule B: Fabrication Schedule

Schedule C: Open Call - Terms of Reference



Public Artwork Agreement

SCHEDULE B

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 7, 2023

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

Phase 2 - To be completed by September 3, 2023, to the satisfaction of the City

- Site Visit: the artist will eliminate areas of hardscaping that will not be painted (i.e. ramps and rails). Identify the best areas to apply public art work to the hardscaping.
- First Consultation: The artist will meet with the members of the West Shore Community for input on the public art (2 hours). This is intended to take place in mid-July.
- Delivery of two aerosol workshops, led by fatspatrol, for Pickering youth. These are planned for late July, early August. All materials will be provided by Mural Routes.
- Artist will develop sketch of the art work for public consultation in the form of a presentation.
- The artist will develop a detailed plan of action for creation of the artwork.
- Community consultation event, planned for late August. The artist will present initial concepts and designs to community members to provide feedback and engagement.

This phase will include the following Client approvals:

- Following public consultation and presentation to the community, the Preliminary Sketches completed by the artist will be provided to the City of Pickering for approval.
- The detailed plan of action will be submitted to the City of Pickering for approval.

Phase 3 - To be completed by September 15, 2023 to the satisfaction of the City

Final design work submitted for approval.

Phase 4 - Installation - October 31, 2023

- On-site installation of digital final product, planned to be completed by October 6.
- Final sign off by Client on completed and delivered product.
- Attend unveiling event, planned for late October.

SCHEDULE C



Public Artwork Agreement

Open Call – Terms of Reference



Call to Artists: Community Mural

West Shore Skate Park

Deadline: April 17, 2023 at 4 pm EST.



Artist Opportunity

The City of Pickering invites artists to respond to the Call to Artists to create a temporary outdoor community mural for West Shore Skate Park.

As per the City of Pickering Public Art Policy (CUL 130) an artist is defined as the designer/creator of an artistic work and can include, but is not limited to, a professional artist, graphic designer, collaborative team, architect, or landscape designer.



A public art jury comprised of city staff, practicing arts professionals, and community members will be established for this two-stage competition.

Public Art Opportunity

The City of Pickering's Cultural Strategic Plan (2014) outlines the City's commitment to collaborate with the community to celebrate our cultural diversity, heritage and the arts; to sustain our natural environment; to foster a creative economy; and to strengthen our vibrant neighbourhoods.

The artwork will be located in West Shore Skate Park, 1011-1015 Bayly Street, Pickering. The newly designed skateboard spot in the West Shore Neighbourhood provides a public site for a community mural.

This public art piece is intended to be created and executed with the help of the community, reflective of the neighborhood and the recreational activities that take place in this location.

Community Background

The City developed a Skateboard Park Strategy in 2017 as a supplement to its Recreation and Parks Master Plan update. The strategy helped determine existing and future needs for skateboard park facilities as well as potential locations.

Of the households surveyed as part of the strategy engagement, 8% had a family member that skateboarded in the past year, which equates to over 2,500 residents in Pickering who skateboard.

The results indicated that one community size skateboard park and five smaller skateboard facilities called "skate spots", would be required to adequately service the residents of South Pickering. Currently Pickering has one community sized skateboard park, located in Diana, Princess of Wales Park, and one skate spot in West Shore. Skateboard parks provide an inexpensive recreational outlet for the youth of our community as well for the like-minded children and adults.

Budget

\$32,000 CAD including HST (maximum). This is the total amount available for all related expenses of this temporary public art project including, but not limited to: artist fees, all applicable taxes, detailed renderings, materials, community consultations and schedules or other expertise as required, insurance, equipment, travel to meetings and to the site, and an artist statement for completed work.

The selected artist will enter into a written agreement with the City of Pickering



following the approval of the acquisition of the public art. This agreement will address the artist's obligations, which include, but are not limited to:

- Materials
- Timeline
- Installation
- Maintenance and/or conservation plans
- Warranty
- Copyright, Intellectual Property and Moral Rights
- Payments to sub-contractors

Stage 1: Open Call

City Staff will review all submissions and identify a short-list based on artistic excellence and demonstrated or perceived ability to create and execute an engaging community-based mural that is complementary to the overall design scheme and community context.

Artists are invited to respond to this EOI by submitting a **single pdf document**:

This pdf document must be labeled with the name of the artist and project (Last Name First Name_ WestShoreSkateParkMural) and include:

- CV (one for each team member, if applicable)
- Brief artist statement outlining interest in project, showing relevant experience, ability, and general artistic approach. Please include your experience and intended approach to the community engaged process. Do not include proposals at this stage.
- Maximum ten (10) images of work, with caption including title, materials, dimensions, location, and commissioning body (if applicable). Audio / Video files may be provided via URL.
- Names and contact information for two references (preferably from recent community projects).

Email submissions to: sbarakov@pickering.ca
Submissions must be received by 4PM EST, April 17, 2023.
Late submissions will not be accepted.



Stage

2: In depth portfolio review

The short-listed artists will be notified in early May, 2023 and invited to re-submit (if they wish) a portfolio of past projects that further highlights their expertise in a PowerPoint presentation. A detailed Terms of Reference project document will be provided to help short-listed artists prepare their portfolio.

When evaluating the artists portfolios, the Public Art Jury will consider the vision, mandate and objectives of the Public Art Program and the objectives listed in the Public Art Opportunity outlined on Page 2 of this Call to Artists. The Public Art Jury (as per section 07.02 of the City of Pickering Public Art Policy) will also consider the artist's:

- Artistic excellence of previous work;
- Ability to achieve the highest quality of contemporary artistic excellence and innovation;
- •Professional qualifications and relevant working experience as related to the public art project brief;
- Ability to manage a project and experience working with a design team, project team and/or community group, as appropriate;
- Potential to comprehend, access and interpret relevant technical requirements;
 and.
- Interest in and understanding of the public art opportunity and the context.

The Public Art Jury in selecting the successful proposal will also consider the following:

Community Relevance and Impact

- Suitability for display in a public space
- Reflects the City's heritage, and/ or history, culture and diversity, and/or natural elements and landscapes
- · Builds appreciation for public art

Overall Quality and Authenticity

- Originality of design
- Intrigues viewers and stimulates imagination
- Artist reputation, demonstrated and related experience
- Condition of the artwork

Location

- Site suitability
- Response to or complements the location's uses and users



Economic Value

- Short- and long-term costs
- Tourism potential

Installation Maintenance & Conservation

- City's ability to accommodate installation requirements
- City's ability to safely display, maintain and conserve the work
- Long-term maintenance cost
- Longevity of the artwork
- Environmental impact

Submission

- Compliance with guidelines outlined in the Public Art Policy and accompanying "Call to Artist"
- Quality of the approach/work plan and methodology
- · Ability to meet budgetary estimates and timelines

Project Considerations

The artist and the artwork must adhere to the following design parameters:

- Be an exterior mural installation, suitable for exhibition in a public space;
- Be developed and executed with the involvement of the West Shore community;
 - Experience working with youth will be considered an asset.
- Be able to organize and coordinate community workshops;
 - City Staff will introduce the artist to the Pickering West Shore Community Association (PWSCA) and Community Services Youth Programs team.
- Be appropriate for the site in scale, execution, materials and creativity;
- Be created using high quality, long-lasting materials; and
- Not pose a risk to public safety.



Project Timeline

April 5, 2023	Stage 1: Open Call issued			
April 17, 2023 at 4 pm	Stage 1: Open Call submissions due			
April 18, 2023	Application reviews			
April 19, 2023	Deadline to notify short-listed artists. Artists will be provided with detailed Terms of Reference project document for the public artwork at this stage.			
May 5, 2023 at 4 pm	Stage 2: In depth portfolio due			
Week of June 5, 2023	Deadline to notify selected Artist			
Week of June 5, 2023	Project Contract signed and executed			
Week of June 12, 2023	Technical Review with project staff. This meeting will introduce the selected Artist to PWSCA and Community Services Youth Programs team and provide further technical specifications and feedback on the submitted conceptual art work from lead project staff from the City.			
June - September 2024	Community consultation and design creation			
September - October 2023	Mural execution with community members			

^{*}Schedule subject to change



Accessibility

The City will provide accommodations throughout the selection process to applicants with disabilities. Please notify Stoyan Barakov, Coordinator, Public Art at 289.200.7829 or sbarakov@pickering.ca of the nature of any accommodation(s) that you may require in respect of any materials or processes used to ensure your equal participation.

Reserved Rights of the City of Pickering

The City of Pickering, at it sole discretion, may request clarification or request additional information, as deemed necessary to evaluate the submissions. The City retains the sole discretion to determine whether a submission is responsive and if the prospective Artist or Artist Team is capable of performing the Work. The City reserves the right, at it sole discretion, to determine the number of pre-qualified Artists or Artist Teams. The City reserve the right to not proceed with awarding a contract.

Publication of Information

The City of Pickering shall have the exclusive rights to issue all public announcements regarding the competition.

Additional Information

For any additional information or questions please contact:

Stoyan Barakov, Coordinator, Public Art at 289.200.7829 or sbarakov@pickering.ca.



Terms of References West Shore Skate Park

April 19, 2023

Public Art in the City of Pickering

The City of Pickering is committed to and supportive of the benefits of public art and recognizes that art in public spaces is a valuable asset that enhances the social/cultural, built heritage and natural environments. Through public art, we beautify our environment; engage the community in Creative Place-Making; and, celebrate our values, stories, culture, heritage, and diversity while defining our unique identity. Public Art enhances quality of life for citizens and visitors; and, strengthens community pride, tourism and economic growth.

Project Description: West Shore Skate Park Community Mural

The City of Pickering's Cultural Strategic Plan (2014) outlines the City's commitment to collaborate with the community to celebrate our cultural diversity, heritage and the arts; to sustain our natural environment; to foster a creative economy; and to strengthen our vibrant neighbourhoods.

The artwork will be located in West Shore Skate Park, 1011-1015 Bayly Street, Pickering. The newly designed skateboard spot in the West Shore Neighbourhood provides a public site for a community mural.

This public art piece is intended to be created and executed with the help of the community, reflective of the neighborhood and the recreational activities that take place in this location.

Brief Site History and Neighbourhood Context

The City developed a Skateboard Park Strategy in 2017 as a supplement to its Recreation and Parks Master Plan update. The strategy helped determine existing and future needs for skateboard park facilities as well as potential locations.

Of the households surveyed as part of the strategy engagement, 8% had a family member that skateboarded in the past year, which equates to over 2,500 residents in Pickering who skateboard.

The results indicated that one community size skateboard park and five smaller skateboard facilities called "skate spots", would be required to adequately service the residents of South Pickering. Currently Pickering has one community sized skateboard park, located in Diana, Princess of Wales Park, and one skate spot in West Shore. Skateboard parks provide an inexpensive recreational outlet for the youth of our community as well for the like-minded children and adults.



Artwork Location:

The artwork will be located in and around the West Shore Skate Park, across from the West Shore Community Centre, 1011-1015 Bayly Street, Pickering. The newly designed skateboard spot in the West Shore Neighbourhood provides a public site for a community mural.



1 West Shore Skate Park View from West Shore Community Centre

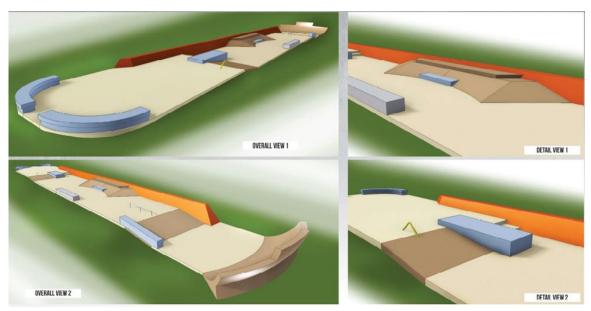
Based on the provided budget and consultation including City Staff, West Shore Neighborhood Association and the Programing Team, the Artist will determine the exact mural location and size.



Additional images:



2 Rendering of West Shore Skate Park in Pickering including features list



3 Rendering of West Shore Skate Park in Pickering illustrating different view points

West Shore Skate Park Site Plan - Attachment 1



Artist Selection Process:

Per the City of Pickering Public Art Policy section 07.02, a Public Art Jury must be established for each acquisition of \$25,000 and over in value. The Public Art Jury will be organized on a case by case, and project by project basis.

The composition, duration and terms of reference for any Public Art Jury will be dependent on the nature of the Public Art project. Appointees to a Public Art Jury may consist of:

- Three City staff which may include representatives (e.g. department heads, Heritage Planner, Library) from other City of Pickering departments, as appropriate, that may be impacted by the location, or subject matter of a Public Art project.
- Three resident members from the Public Art Committee.
- Two professional artists that are not residents of the City of Pickering.
- One professional architect that is not a resident of the City of Pickering.

When evaluating specific artwork proposals, the Public Art Jury will consider the vision, mandate and objectives of the Public Art Program and the objectives listed in the Public Art Opportunity outlined on Page 1 of the Call to Artists. The Public Art Jury (as per section 07.02 of the City of Pickering Public Art Policy) will also consider the artist's:

- Artistic excellence of previous work;
- Ability to achieve the highest quality of contemporary artistic excellence and innovation;
- Professional qualifications and relevant working experience as related to the public art project brief;
- Ability to manage a project and experience working with a design team, project team and/or community group, as appropriate;
- Potential to comprehend, access and interpret relevant technical requirements; and,
- Interest in and understanding of the public art opportunity and the context.

For large commissions in public spaces, the Public Art Committee may choose to provide the three top-ranked Public Art Jury selections for Community comment prior to finalizing the selection process.

When an open call public art competition results in two equally weighted proposals, consideration will be given to the local/Canadian submission.

Stage 2: In depth portfolio review

The short-listed artists will be notified on April 19, 2023 and invited to re-submit (if they wish) a portfolio of past projects that further highlights their expertise alongside with a Scope of Work (including a budget breakdown) in a PowerPoint presentation.

Additionally, shortlisted artists/teams are asked to present their submission (15 min presentation) either in person or virtual to the Public Art Jury on May 9, 2023. For this, artists/teams will be compensated \$111 plus HST (Based on CARFAC C.2.2 Media Arts Q&A or Screening Introduction).

The Public Art Jury in selecting the successful proposal will also take into account the following:



Community Relevance and Impact

- Suitability for display in a public space
- Reflects the City's heritage, and/ or history, culture and diversity, and/or natural elements and landscapes
- Builds appreciation for public art

Overall Quality and Authenticity

- Originality of style
- Intrigues viewers and stimulates imagination
- Artist reputation, demonstrated and related experience
- Condition of past artwork

Location

- Site suitability
- Response to or complements the location's uses and users

Economic Value

- Short- and long-term costs
- Tourism potential

Installation Maintenance & Conservation

- City's ability to accommodate installation requirements
- City's ability to safely display, maintain and conserve the work
- Long-term maintenance cost
- Longevity of the artwork
- Environmental impact

Submission

- Compliance with guidelines outlined in the Public Art Policy and accompanying "Call to Artist"
- Quality of the approach/work plan and methodology (Scope of Work)
- Ability to meet budgetary estimates and timelines (Budget Breakdown)

Additionally, the City will not purchase or display art that:

- violates any City policy;
- conveys a negative message that might be deemed prejudicial;
- promotes alcohol and other addictive substances;
- presents demeaning or derogatory portrayals of individuals or groups or contains anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence; and,
- is in direct competition with City of Pickering services, programs or initiatives.



The finalist artist (artist team) will work closely with City Staff, West Shore Neighbourhood Association and the Programs Team to create and execute the final work to the requirements of the site and other conditions for project realization.

Decisions of the Public Art Jury are final.

Deadline for Stage 2: In depth portfolio review submissions is May 5, 2023 at 4 pm.

Email submissions to: sbarakov@pickering.ca

Budget

\$32,000 CAD including HST (maximum). This is the total amount available for all related expenses of this temporary public art project including, but not limited to: artist fees, all applicable taxes, detailed renderings, materials, community consultations and schedules or other expertise as required, insurance, equipment, travel to meetings and to the site, and an artist statement for completed work.

The selected artist will enter into a written agreement with the City of Pickering following the approval of the acquisition of the public art. This agreement will address the artist's obligations, which include, but are not limited to:

- Materials
- Timeline
- Installation
- Maintenance and/or conservation plans
- Warranty
- Copyright, Intellectual Property and Moral Rights
- Payments to sub-contractors

Design Considerations

A list outlining specific Site Parameters and Artwork Materials, Maintenance and Public Safety will be shared with the awarded artist to further inform the design creation and production of the mural.



Project Timeline

April 5, 2023	Stage 1: Open Call issued		
April 17, 2023 at 4 pm	Stage 1: Open Call submissions due		
April 18, 2023	Application reviews		
April 19, 2023	Deadline to notify short-listed artists. Artists will be provided with detailed Terms of Reference project document for the public artwork at this stage.		
May 5, 2023 at 4 pm	Stage 2: In depth portfolio due		
Week of June 5, 2023	Deadline to notify selected Artist		
Week of June 5, 2023	Project Contract signed and executed		
Week of June 12, 2023	Technical Review with project staff. This meeting will introduce the selected Artist to PWSCA and Community Services Youth Programs team and provide further technical specifications and feedback on the submitted conceptual art work from lead project staff from the City.		
June - September 2023	Community consultation and design creation		
September - October 2023	Mural execution with community members		
October 2023	Mural unveiling and community celebration		

^{*}Schedule subject to change



Post Competition Procedure

Final Recommendation and Awarding of the Commission

- The Public Art Jury will select one finalist artist (artist team) and make its recommendation to the City.
- No appeals from artists (artist teams) are permitted.
- The Public Art Jury may elect not to choose a finalist artist (artist team).
- No official winner of the competition may be made public until the agreement between the City of Pickering and the finalist artist (artist team) has been determined.

Ownership, Use of the Artwork by the Finalist Artist (Artist Team) and Copyright

Artwork acquired for the Public Art Collection shall become the property of the City of Pickering except those artworks subject to the parameters for Temporary Public Art as outlined in Section 08.03 of the CUL 130 Public Art Policy.

The City will respect the artist's right of authorship and the integrity of the public art. Except in very rare circumstances, the Artist(s) shall own all Intellectual Property in the work developed. Following best practice in North American Public Art Programs, they will not be asked to waive their Artist Moral Rights or assign their copyrights.

Artist(s) will be asked to provide a royalty-free non-commercial license to the City of Pickering for images of their work in perpetuity.

Basic Conditions – Future Agreement(s) between the Finalist Artist (Artist Team) and City of Pickering

The finalist artist (artist team) and the City of Pickering will enter into an Agreement, which will include the identification of the scope of work to be performed by the artist, payments and performance schedules to be followed.

Questions & Contact

Artists may submit questions about any aspect of this competition by email to the following address: sbarakov@pickering.ca

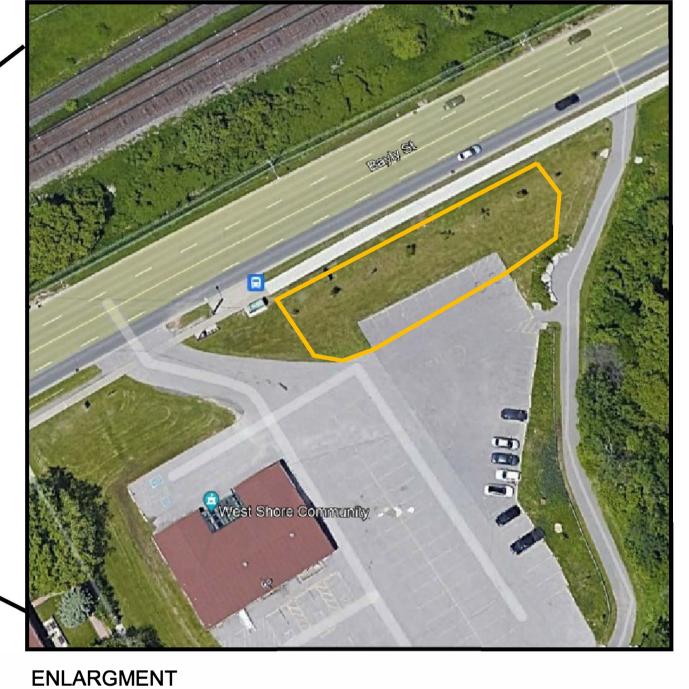
Stoyan Barakov Coordinator, Public Art Community Services M: 289.200.7829

T: 905.420.4660 ext.1097 sbarakov@pickering.ca

WEST SHORE SKATE SPOT

SUMMER 2022





DRAWING LIST		
TITLE	PAGE	
COVER	1	
DIMENSION PLAN	2	
ORDINATE DIMENSION PLAN	3	
MATERIALS PLAN	4	
EDGE AND JOINT PLAN	5	
GRADING AND DRAINAGE PLAN	6	
SECTIONS	7	
DETAILS	8	
DETAILS 2	9	

DRAWING HISTORY

REVIEW

General Notes

DIMENSIONS SHOWN ON PLAN SHALL TAKE PREFERENCE OVER SCALE. CONTRACTOR TO CONFIRM ALL DIMENSIONS OF DESIGN PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES FOUND

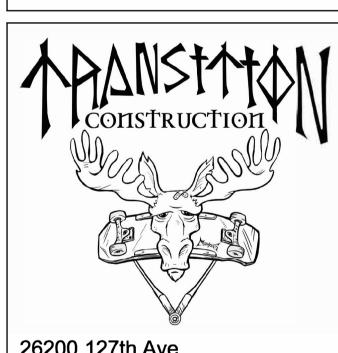
ALL WORK SHALL CONFORM TO THE CUSTOM OF BEST TRADE PRACTICE AND BE EXECUTED BY SKILLED TRADESPERSONS, WELL EQUIPPED AND SUPERVISED.

 A
 FOR REVIEW
 2022.06.28

 ~
 CREATION
 2022.06.15

 NO.
 DESCRIPTION
 DATE

 REVISIONS



26200 127th Ave
Maple Ridge BC (604) 992-7678
V4R 1C3

WESTSHORE SKATESPOT

1015 BAYLY STREET
PICKERING ON

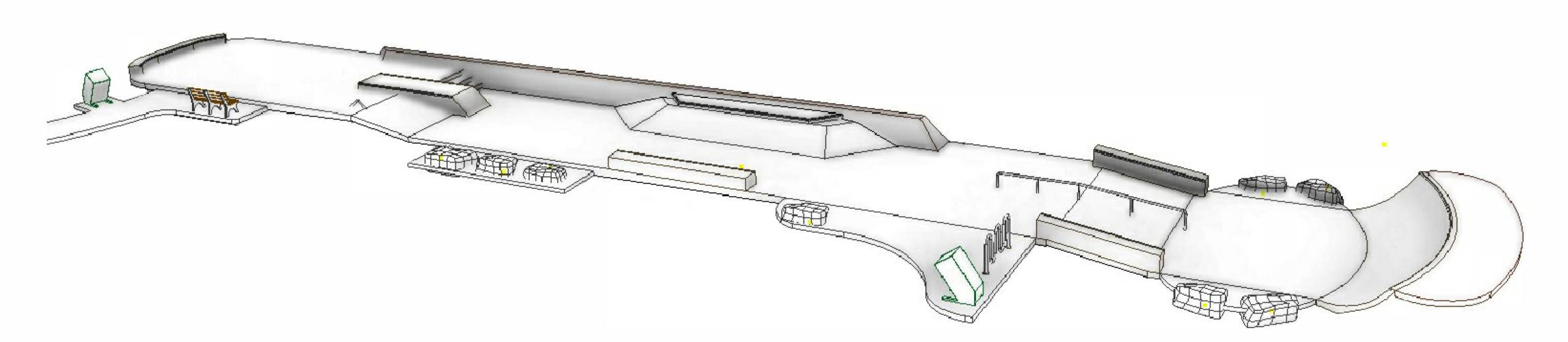
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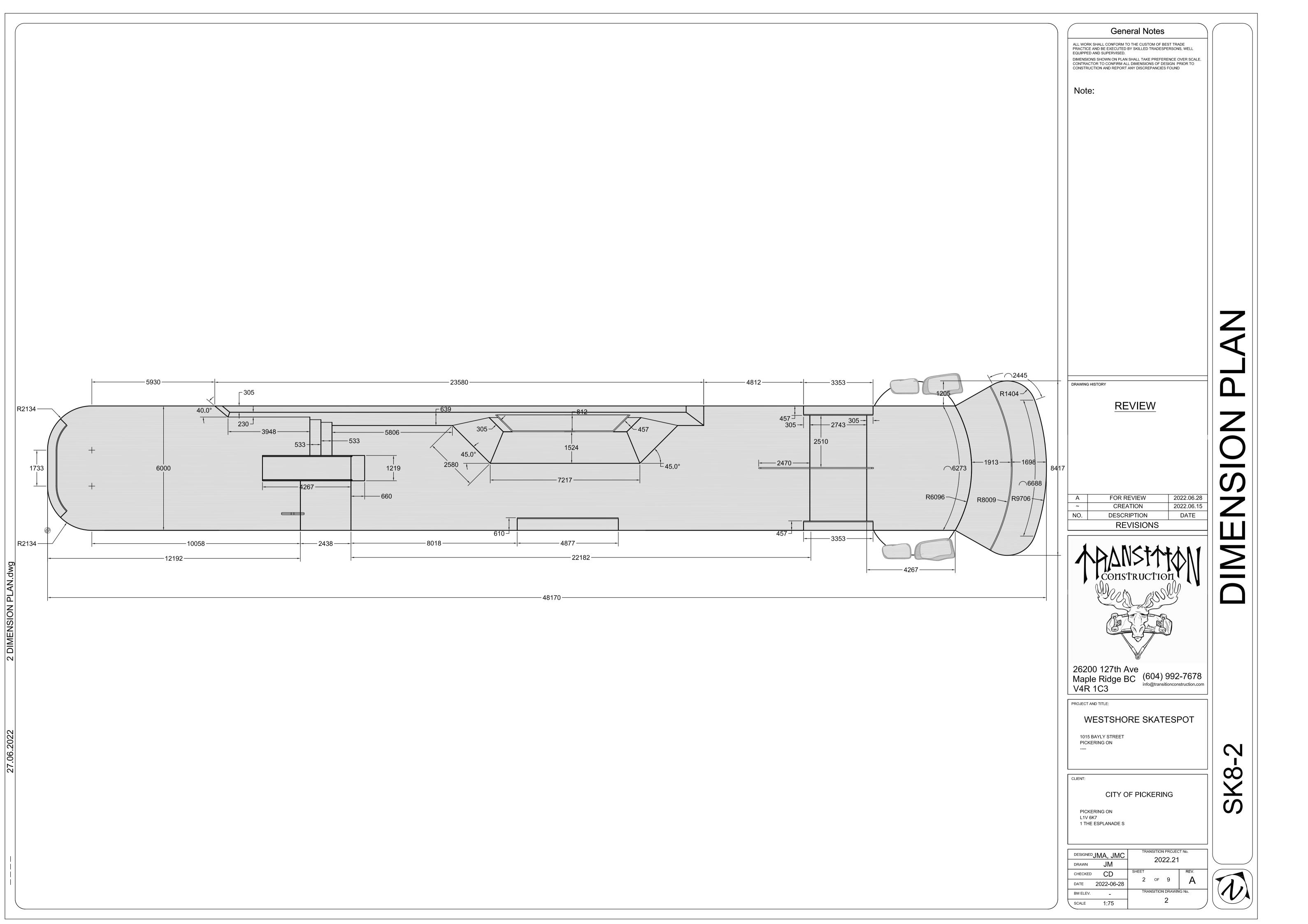
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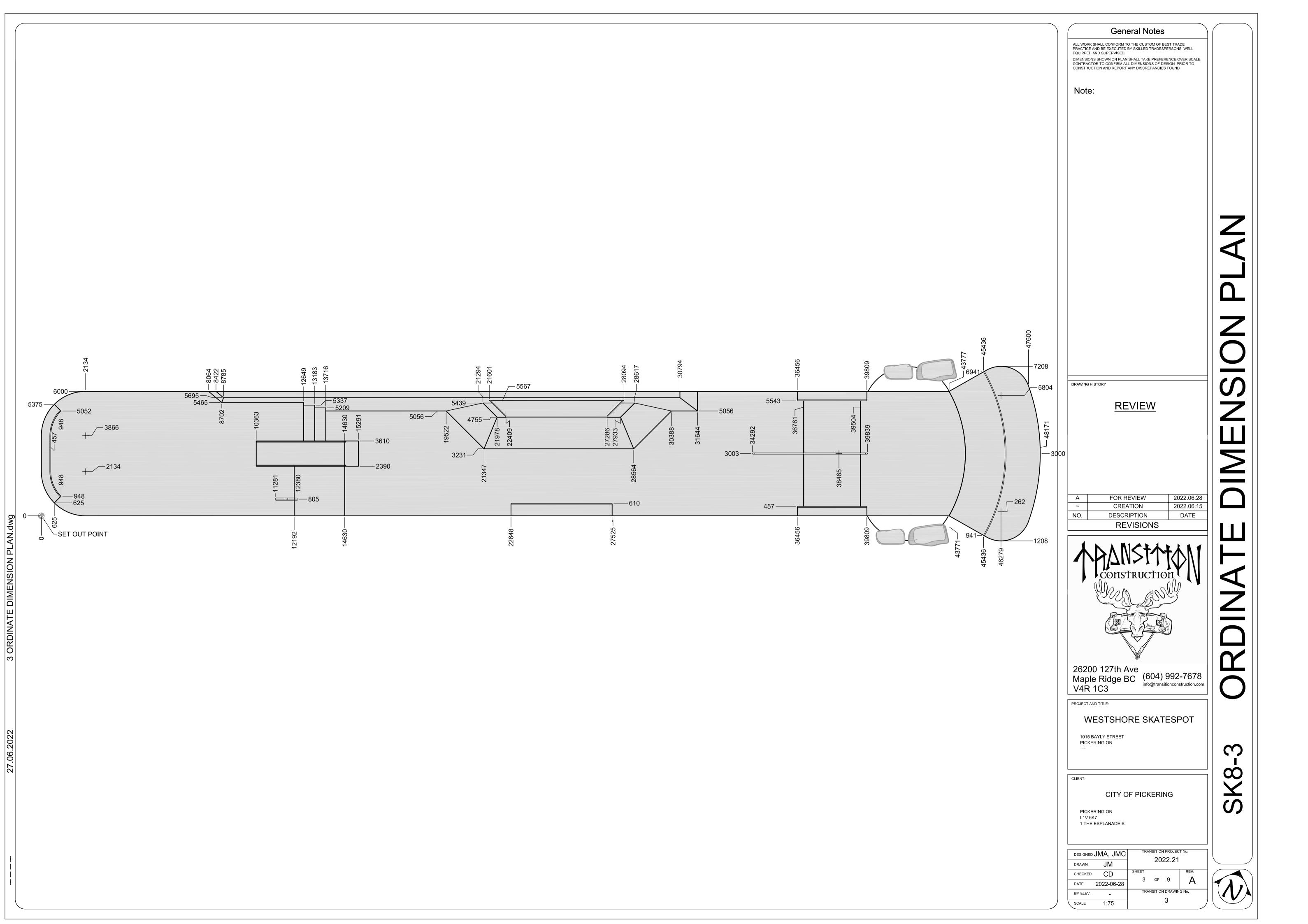
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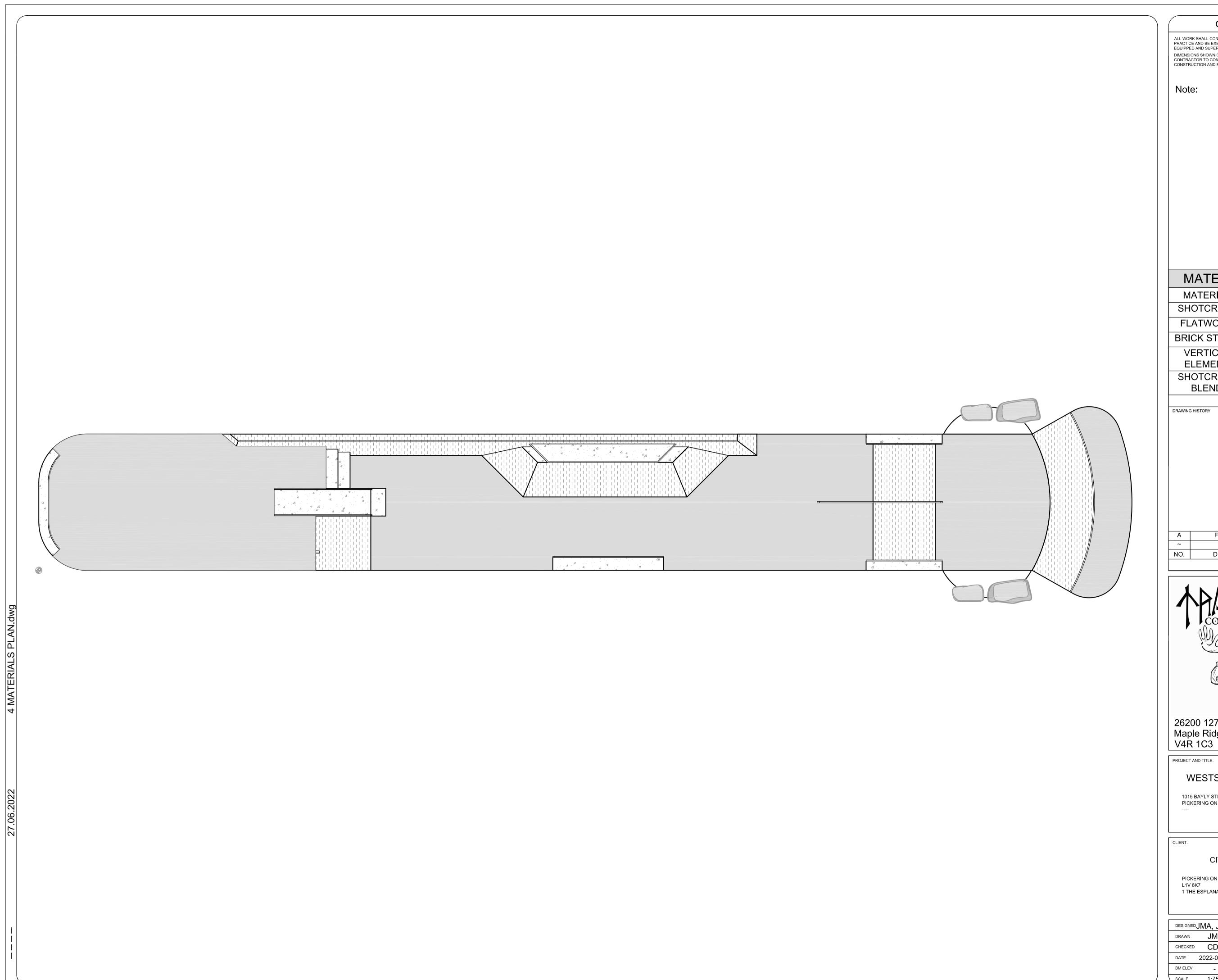
PROJECT LOCATION - ADJACENT WESTSHORE COMMUNITY CENTRE



PERSPECTIVE DRAWING - NOT FOR CONSTRUCTION REFERENCE







General Notes

ALL WORK SHALL CONFORM TO THE CUSTOM OF BEST TRADE PRACTICE AND BE EXECUTED BY SKILLED TRADESPERSONS, WELL EQUIPPED AND SUPERVISED. DIMENSIONS SHOWN ON PLAN SHALL TAKE PREFERENCE OVER SCALE. CONTRACTOR TO CONFIRM ALL DIMENSIONS OF DESIGN PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES FOUND

MATERIAL	LEGEND
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SHOTCRETE	
FLATWORK	
BRICK STAMP	
VERTICAL	4 4 4
ELEMENT	4 4 4 4
SHOTCRETE	
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REVIEW

Α	FOR REVIEW	2022.06.28
2	CREATION	2022.06.1
NO.	DESCRIPTION	DATE
	REVISIONS	



26200 127th Ave Maple Ridge BC (604) 992-7678 V4R 1C3

WESTSHORE SKATESPOT

1015 BAYLY STREET PICKERING ON

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SK8-4

EXPANSION JOINT AT VERTICAL ELEMENT INTERFACE

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BENCH TUBE

PIER 7 TUBE

UPGAP TUBE

CURB TUBE

FLAT LEDGE TUBE

DOWN LEDGE TUBE

PEIR PLATE

STAIR PLATE

STAIR PLATE

STAIR PLATE

FLAT LEDGE PLATE

DOWN LEDGE PLATE

POLE JAM

RAIL

ITEM

2

4

5

8

10

11

13

14

15

27.06.2022

STEEL SCHEDULE

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2X2 TUBE

2" PLATE

2" PLATE

2" PLATE

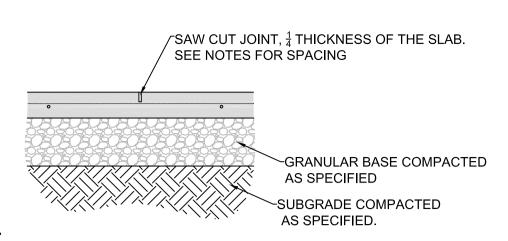
2" PLATE

2" PLATE

2" PLATE

SEE DETAIL

SEE DETAIL



RADIUS

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CONTROL JOINT

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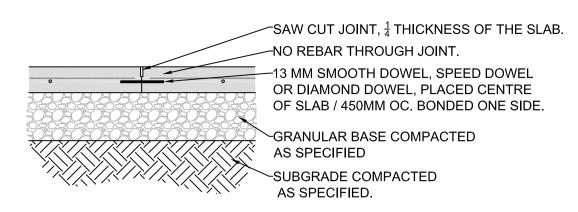
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1650

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LENGTH



CONSTRUCTION JOINT WITH DOWELS

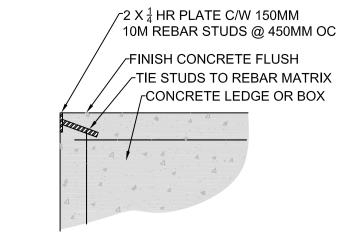
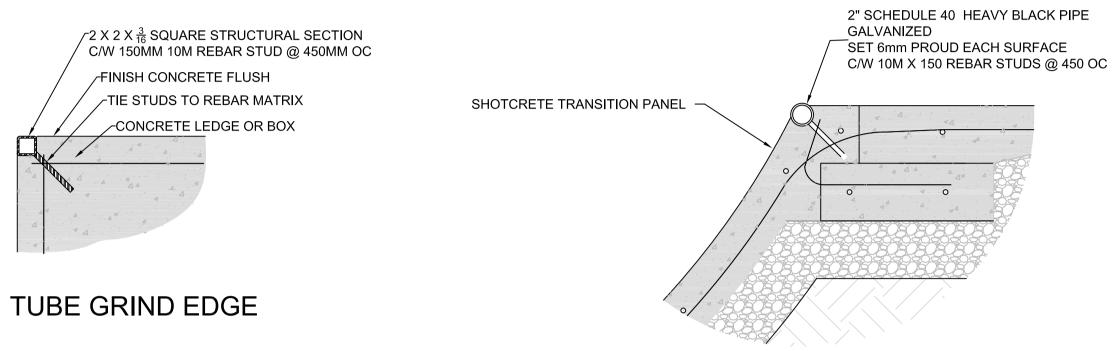
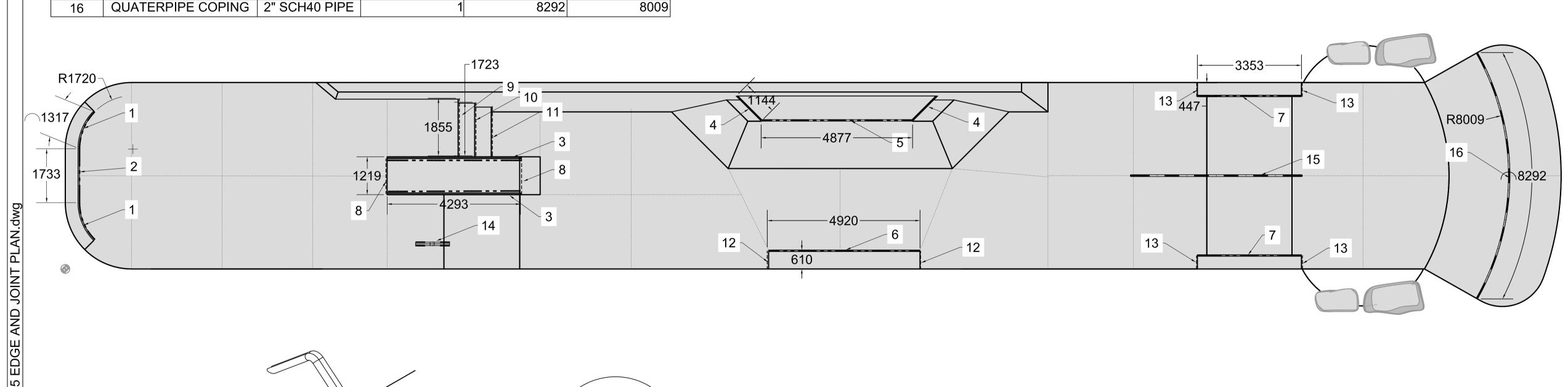
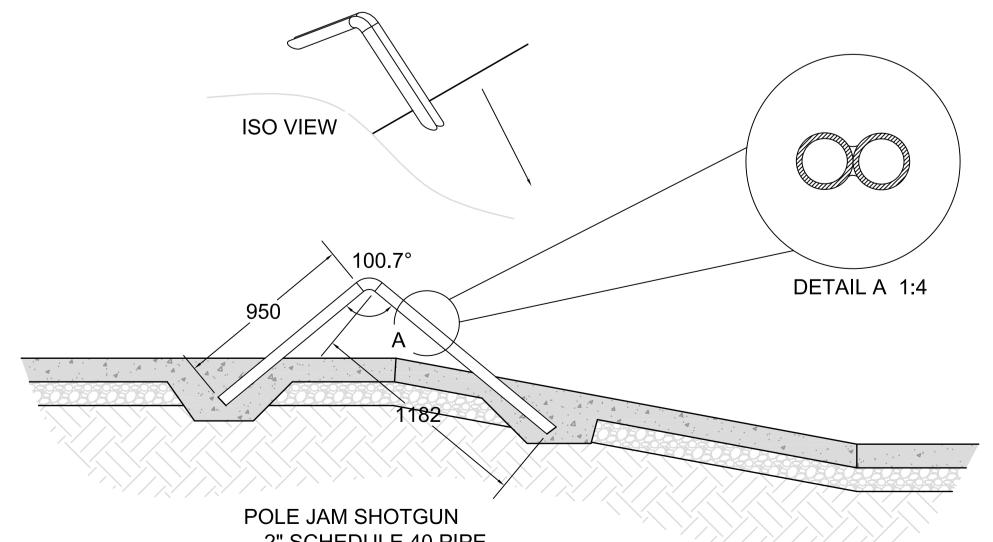


PLATE EDGE SPALL PROTECTION



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₇2" SCHEDULE 40 WELD 90 -2 PLACES 6.8° 335 758 RAIL MATERIALS TOP BAR AND END LEGS - 2" SCHEDULE 40 PIPE INTERMEDIATE LEGS - 1½ SCHEDULE 40 PIPE

15 RAIL

Scale: 1:20

ALL WORK SHALL CONFORM TO THE CUSTOM OF BEST TRADE PRACTICE AND BE EXECUTED BY SKILLED TRADESPERSONS, WELL DIMENSIONS SHOWN ON PLAN SHALL TAKE PREFERENCE OVER SCALE. CONTRACTOR TO CONFIRM ALL DIMENSIONS OF DESIGN PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES FOUND

General Notes

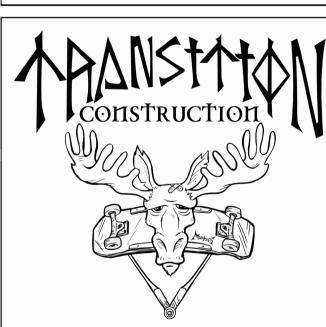
1 JOINT SEALER TO MATCH COLOUR OF ADJACENT CONCRETE 2. JOINT SPACING FOR 125mm PAVEMENT TO BE 2.0m TO 2.4m 3. ALL DOWELS TO BE SPACE TO MATCH REBAR SPACING 4. EXPANSION JOINT AT VERTICAL TO BE FIBRE BASED (E.G. DONNOCONA) 5.ALL STEEL TO BE FREE OF MILL SCALE 6. ALL EXPOSED WELDS TO BE **GROUND SMOOTH** 7. WELDS TO BE FREE OF SLAG AND PRIMED WITH ZINC RICH PRIMER 8. ALL STEEL WORK TO BE FINISH PAINTED WITH OIL BASED 'TREMCLAD' RUST PAINT OR EQUIVALENT 9. ALL SITE WELDS SHALL BE MADE GOOD PRIOR TO SUBSTANTIAL COMPLETION

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2 X ¹ / ₄ HR PLATE				
SAW CUT				

DRAWING HISTORY

REVIEW 30%

	Α	FOR REVIEW	2022.06.28
	~	CREATION	2022.06.15
	NO.	DESCRIPTION	DATE
		REVISIONS	,



26200 127th Ave Maple Ridge BC (604) 992-7678 V4R 1C3

PROJECT AND TITLE: WESTSHORE SKATESPOT 1015 BAYLY STREET PICKERING ON

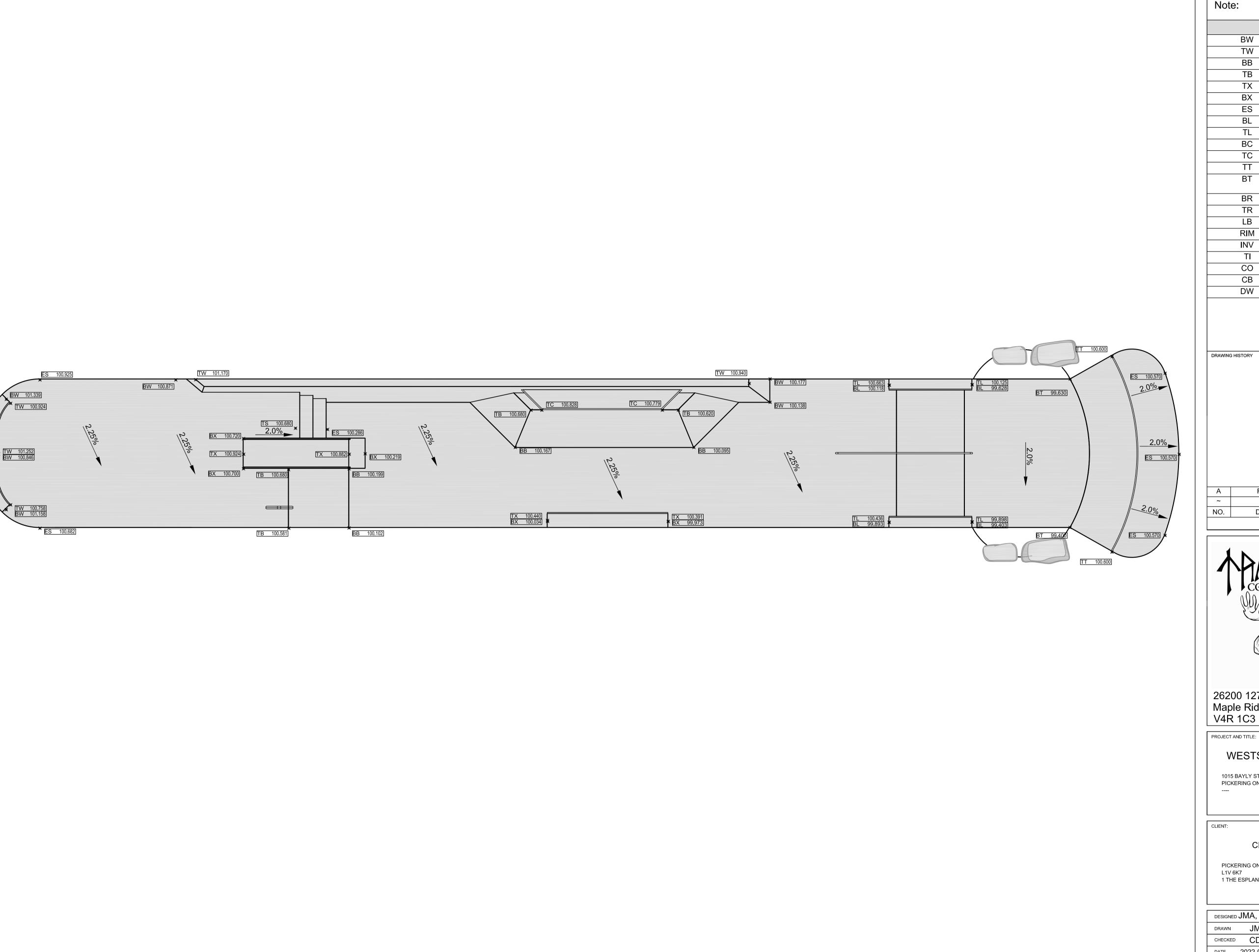
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5

SK8



6 GRADING AND DRAINAGE PLAN.dwg

27.06.2022

General Notes

ALL WORK SHALL CONFORM TO THE CUSTOM OF BEST TRADE PRACTICE AND BE EXECUTED BY SKILLED TRADESPERSONS, WELL EQUIPPED AND SUPERVISED. DIMENSIONS SHOWN ON PLAN SHALL TAKE PREFERENCE OVER SCALE. CONTRACTOR TO CONFIRM ALL DIMENSIONS OF DESIGN PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES FOUND

LEGEND				
BW	BOTTOM OF WALL			
TW	TOP OF WALL			
BB	BOTTOM OF BANK			
TB	TOP OF BANK			
TX	BOX TOP			
BX	BOX BOTTOM			
ES	EDGE OF SLAB			
BL	BOTTOM OF LEDGE			
TL	TOP OF LEDGE			
BC	BOTTOM OF CURB			
TC	TOP OF CURB			
TT	TOP OF TRANSITION			
ВТ	BOTTOM OF			
	TRANSITION			
BR	BOTTOM OF RAMP			
TR	TOP OF RAMP			
LB	LAWN BASIN			
RIM	RIM ELEVATION			
INV	INVERT ELEV.			
TI	TIE IN ELEV.			
CO	CLEAN OUT			
СВ	CATCH BASIN			
DW	DRYWELL			

DRAWING HISTORY

REVIEW

Α	FOR REVIEW	2022.06.28		
~	CREATION	2022.06.15		
NO.	DESCRIPTION	DATE		
REVISIONS				



26200 127th Ave Maple Ridge BC (604) 992-7678 V4R 1C3

WESTSHORE SKATESPOT

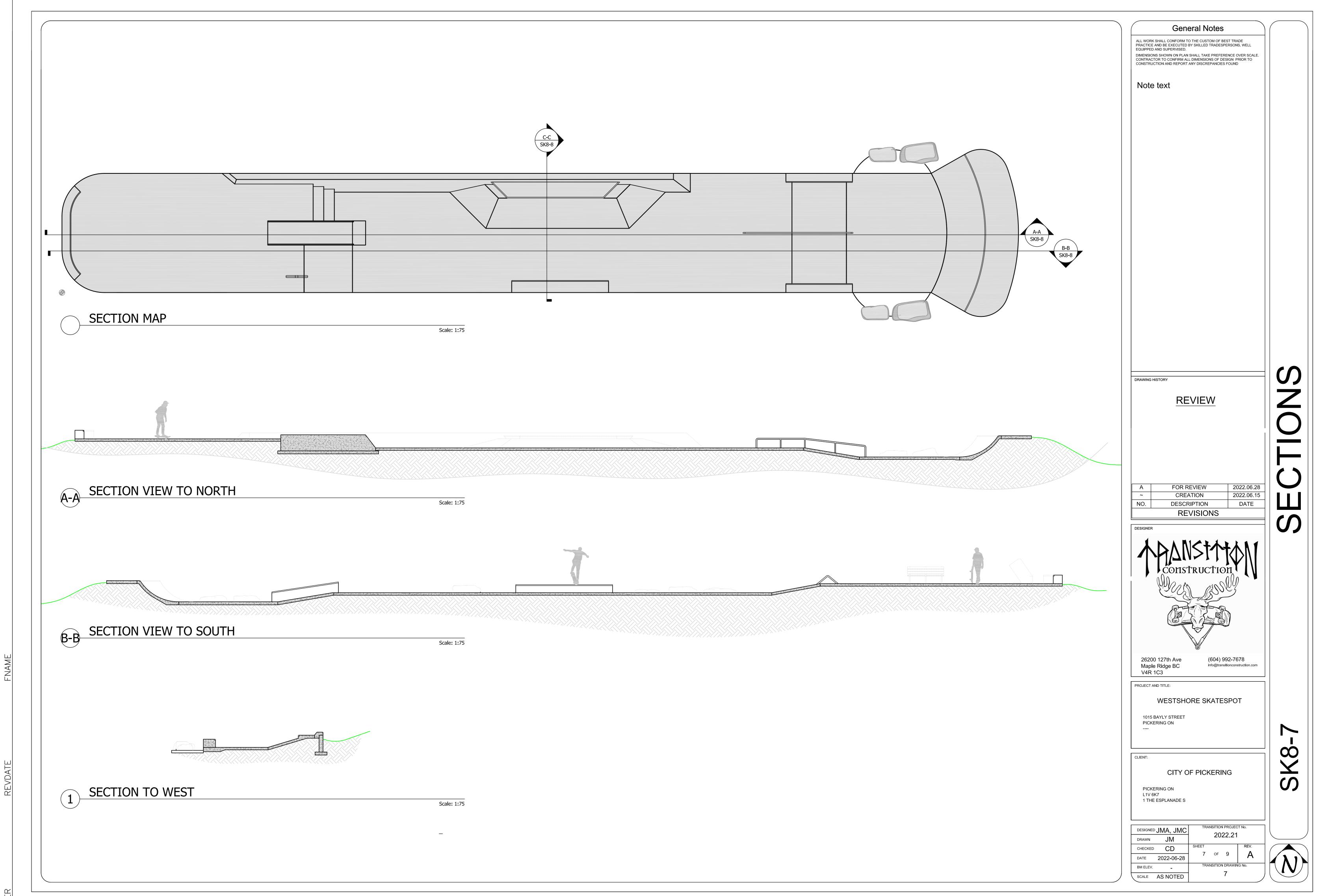
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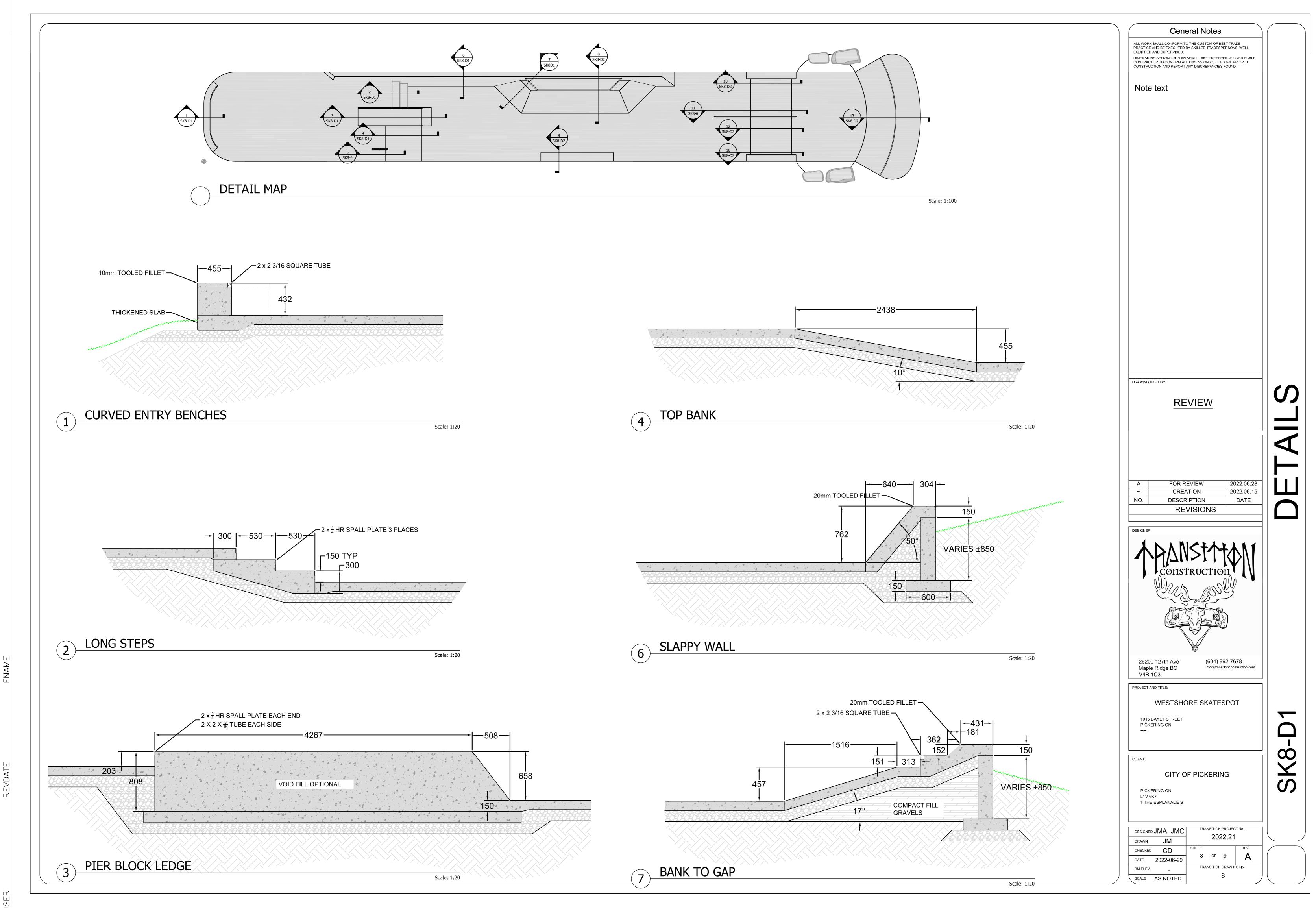
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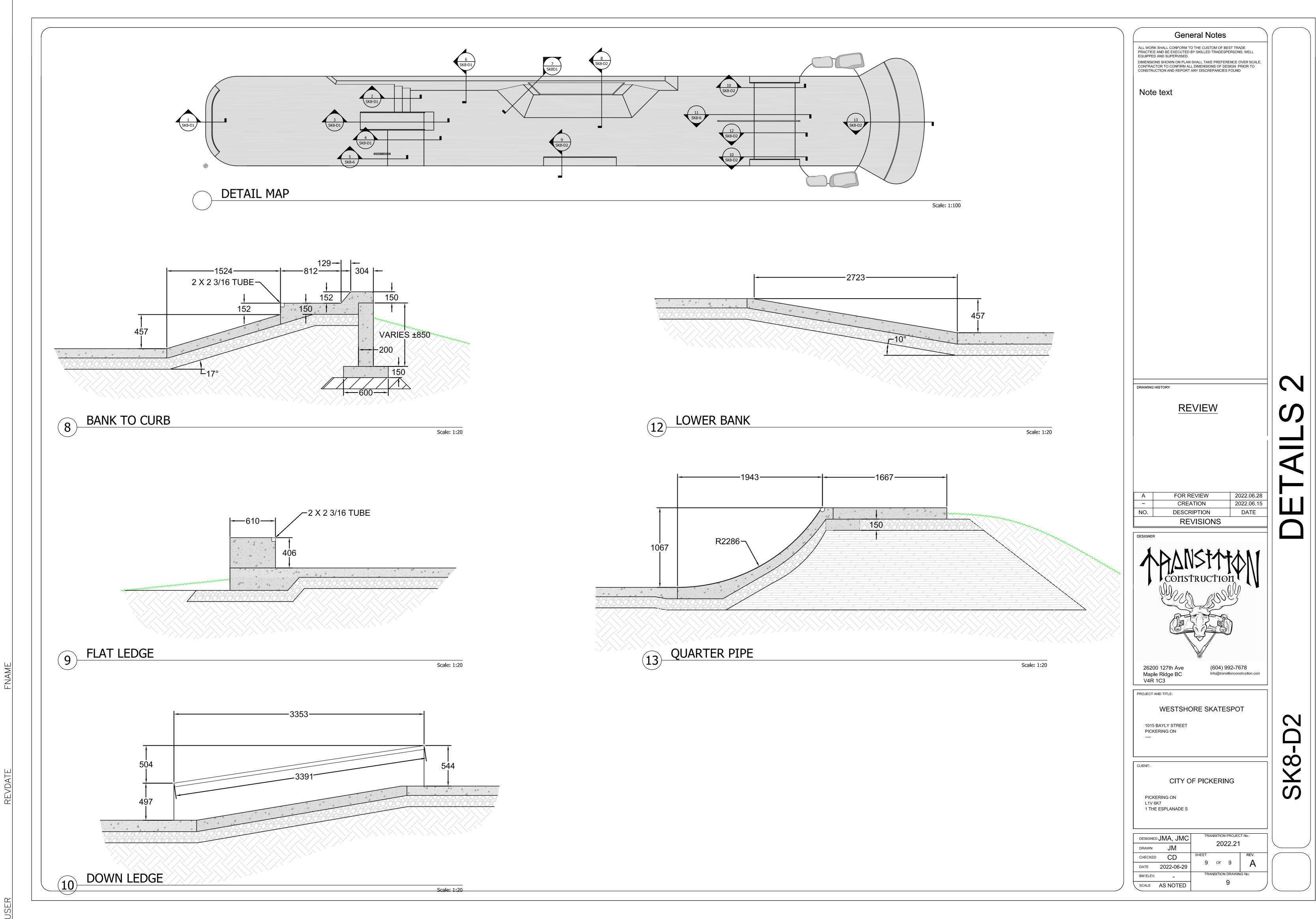


SK8-6



REVDATE





REVDATE

WEST SHORE SKATE PARK MURAL EOI – round 2

FATSPATROL

artist CV

EDUCATION:

BA Specialist Art & Culture, University of Toronto at Scarborough, 2005 – Major in Studio Art MA Sociology – Goldsmiths, University of London, UK, 2007

ART-RELATED WORK EXPERIENCE:

A Space Gallery – gallery assistant – internship, 2002 Mural Routes – apprentice mentor artist – Project Flight – 2003 Arts for Children of Toronto- artist project leader - 2006 Art Starts – artist project leader – 2006 Dubai Community Theatre & Arts Centre, Gallery and Manager, 2008-2011 The Domino – Founder, Director, 2011 - present

AWARDS & RESIDENCIES:

Sheikha Manal Young Artist Award, Dubai 2010
Nominated for Emirates Woman of the Year 2011 for contribution to developing local art scene in the UAE Delfina Foundation, artist residency, London, UK August 2012
1 year of training with the Toronto Art Therapy Institute

EXTRAS:

Online Certificate in Corporate Social Responsibility 2008
Participant of Cultural Leadership International forum, British Council, Lebanon, 2010
Recipient of Cultural Leadership International 2010 grant, British Council, UK
Participant in Cultural Leadership and Innovation 2012, British Council, UAE
Participant in Mission 2062, Paris, 2013
IPAF Certified

FESTIVALS, EXHIBITIONS, PROJECTS

'Flight' Mural Routes, apprentice mentor artist, Toronto, 2002 'MINDFRAME' - solo exhibition, Gallery 1265, University of Toronto, 2005 Bloom, Group fundraising showcase for aids awareness, Toronto, 2008 Silent Conversations, Group Exhibition, Tashkeel Gallery, Dubai, 2009 SKIN - collaborative exhibition, MOJO Gallery, Dubai 2009 Made in Tashkeel, group exhibition, Dubai, 2010 Stop motion music video: 3 Act Circus, screened at Gulf Film Festival, Dubai, 2010 Fakie – group exhibition – FN Designs – Dubai 2010 MinD - DUCTAC - Dubai 2011 Sikka Art Fair, live art, Dubai, 2011 Drawing the Line, group exhibition, Tashkeel, Dubai, 2012 32nd Annual Exhibition of Emirates Fine Arts Society Sharjah Art Museum, art installation, Sharjah, 2012 Yasalam, Abu Dhabi, 2013, 2014 Art Nights @ DIFC, curator and artist, Dubai, 2013, 2014, 2015 Street Nights – street festival – Dubai 2014, 2015 Street Con street art festival, Dubai, 2015 Tiger Translate -curator & artist. Dubai, 2015 Demolition Exhibition – Jersey City, 2015 Shubbak Festival – London, 2015 White Cross Street Party, London, 2015 Street Art showcase, NYU AD, Abu Dhabi 2015 The Word is Your Festival, Amman, 2016 Mother of the Nation Festival, Abu Dhabi, 2016 Abu Dhabi Art Fair, Abu Dhabi, 2016 Upfest, Bristol, UK, 2016, 2017 Dubai Walls, Dubai, 2017 Baladk Festival, Amman, Jordan 2017 Canada 150 commission, Dubai, 2017 Women in the Walls Festival, Toronto, 2017 Wonderwalls Festival, Adelaide, Australia 2017 Transformations Connected, Steps Initiative, Toronto, 2017 Tiger Air Ink launch exhibition, curator and artist, Dubai, 2017 Dubai Airport mural commission, Dubai, 2017 Todayatapple, artist spotlight, Apple, Dubai, 2017 8th Street Skate Park Project – Lakeshore Arts, Toronto, 2018 Waterford Walls Festival, Ireland, 2018 ArtEmaar, Dubai, 2018 Hands off the Wall Festival, Vien Museum, Vienna, 2019 Vector Institute mural project, Toronto, 2019 Stackt mural project, STEPS Initiative, Toronto, 2019 Castlefield Mural Project, Skinny Strong, Toronto, 2019 Beltline Urban Murals Project Festival, Calgary, 2019 CIMU Festival, UNAM university, Mexico City, 2019 Madinat Jumeirah mural commission, Dubai, 2019 Safe Flight Home – workshop series, STEPS Initiative, Toronto 2020 Street Money Galerie Sakura – 2020- Paris

Summer Editions – group print show - Mestaria Gallery 2021 The Humans – mural commission – Miral – Abu Dhabi, 2021

Yas Village – mural series commission – Miral – Abu Dhabi 2021-2022

Sneakers Generation, Galerie Sakura – Paris 2021 50|50 NFT Exhibition – Morrow Collective – Dubai 2021 The Beasting, group exhibition, Kitchener, 2022
Viva Con Auga group exhibition, Millertntor Gallery, Berlin 2022
Sikka Art Fair, Arhead exhibit, Dubai 2022
Italian Contemporary Film Festival, group exhibition, Toronto, 2022
Meet the Streets Festival, Alberta, 2022
Aga Khan Museum public art commission finalist, Toronto, 2022
Sherlock Holmes Walk Mural Design project, group show, Toronto 2022
Maui Public Art Corps commission - community engaged project Maui, 202
The Mural Fest- Utah, 2023 (ongoing)

PREVIOUS CLIENTS

RedBull Adidas Tiger Beer Vans Marriot **Dubai Airports** WWF Pepsi Jumeirah Pullman Jameson Virgin Megastore Canadian Consulate. UAE **EMAAR Properties** Meraas Kappa Absolut Miral apple

OUTREACH

- Art Starts workshops with youth preparation for a production (2003)
- Arts for Children of Toronto workshops in schools with youth (2004)
- MVF Foundation Hyderabad, India charity for victims of Child Labour (2005)
- Scribble Foundation Dharamshala India -2015 working with youth in impoverished communities to paint classrooms (2015)
- Lexington Avenue Jersey City mural project (2016)
- American Community School, Abu Dhabi Mural workshops (2016)
- Medecins Sans Frontiers Hospital Amman, Jordan Rehabilitation hospital in Amman treating victims with war related injuries mural project with patients (2017)
- Camp Ozanam Camp for boys Stoufville, Ontario youth engagement mural (2017)
- Gems International School, artist mentorship Dubai (2019)

Artist statement

I grew up in Dubai. I went to school with kids from 90 different countries. As teenagers we would all congregate at a skate bowl on the beach.

In 2016 when I was painting a wall in Jordan, I met the founders of an organization called Make Life Skate Life: a group that builds skate parks around the world to promote the sport but also to promote the sport as a place of congregation, community and expression. I skated myself briefly when I was 14 and have had friendships with skaters most of my life.

I love that there is a universal language in skateboarding the world over. Giving children, youth and adults a ways of freedom, movement, expression and community building. As an artist, I find that the spirit of skaters in some ways resonates with being an artist, at least a street artist. Restless. Thrill seeking. Rebelious at times. Counter-culture. And in love with a feeling.

Through my career I have had some interactions with the world of skaters: I've painted skateboards, painted skate shoes for Vans, I've done some freestyle skatepark painting in London where I would spend hours watching skaters. I painted my first ground skate piece in Mimico a couple of years ago, I've painted skate ramps at Red Bull pop ups in Abu Dhabi and have developed a pretty good understanding of the functionality of components in a skate park and how skaters move through it. I think that would be an important aspect of this project.

I've had a fair bit of experience with community engagement; it's actually what I've learnt best working in Canada. My two most extensive community engagement projects would be the Safe Flight Home project with the Steps Initiative in 2020 that involved running workshops for 50 participants and then incorporating their artwork into vinyl murals displayed at TTC stations.

My most recent mural project in Hawaii involved 6 weeks of community conversations to really find themes, colours, ideas that were important to the people in the town of Kahului and then in my own style interpret and incorporate them into a striking and professional-grade mural that resonates the most with the locals. When I paint public murals, I do find being relevant to the local community is important because they are the people who ultimately will live with the work everyday and use it as a placemaker. I think that goes even more for a skatepark.

In 2018 I painted a skatepark in Mimico, Toronto (image attached) with Lakeshore Arts. I designed the piece based on vintage skateboard artwork and symbols I thought were relevant to the culture. For this particular project I spent some time observing the movements of skaters as they travel through the skate park that resulted in painting an eagle in flight. I shared this with skaters I know to ensure it made sense for them. The project also involved engaging emerging artists in the neighbourhood in priming and some painting (as per their abilities) and knowledge sharing during the process.

In general, I have been painting murals for over 12 years in 10 countries on surfaces from plaster to brick to concrete. My largest project spanned 8600 sq meters over 7 buildings in Abu Dhabi in 2022. I particularly enjoy working on concrete. I've worked with a team of assistants and I've worked alone. And I've almost always managed my own projects so I have a pretty strong understanding of seeing pretty large scale projects from initial conversation to completion and handover. That coupled with running my own artist-solution company in the UAE for 10 years (www.thedomino.org)

I'm also interested to paint a skate park again because I think my skills as an artist have developed a fair amount since 2018 and I'd like to have another go at it. There were a lot of moments of learning in that project in 2018 which I feel will carry over to make this project even more successful.

Community engagement

- For the community engagement process, I will involve Mural Routes, an organization based in Toronto who activates communities by facilitating the creation of responsive, collaborative murals. Mural Routes' work is rooted in the belief that murals are a catalyst for community building community consultation and engagement processes are embedded in the work that they do. They have had a long history of community engagement and consultation for all of their murals. Each mural project has offered a different process, customized to each of the different communities they have been involved with (drop-in sessions, online surveys, etc.). Mural Routes has also embedded accessible mural workshops and education as a part of community consultations to empower and engage local residents for many mural projects.
- Plan detailed in Scope of Work.

Previous work

Ka Wahine o Kekoa Aerosol, primed and sealed Maui, Hawaii , 2022 15x12m Maui Public Art Corps



The Humans'
Yas Bay, Yas Island, Abu Dhabi
Emulsion and spray paint
2021
Approx. 2600 sq m around
Commissioned by Miral





For the love of birds' Abu Dhabi, UAE 2020 Approx. 8600 sq m Emulsion and aerosol Miral



'Ceann Cait' Waterford , Ireland 2018 Approx. 22 x 4.5 m Waterford Walls, Aerosol



Migration'
Calgary
2019
Approx. 25 x 6 m
BUMP Festival, Aerosol



'Xoloitzcuintli' CIMU Festival, Aerosol Mexico City 2019 Approx. 10 x 8 m







8th Street Skate Park Lakeshore Arts Mimico, Toronto Aerosol on primed concrete 2018

The congregation of Ducks Red Deer Festival 2022 25m x 13m Aerosol Red Deer, Alberta



Some links of interest:

- https://stepspublicart.org/project/safe-flight-home-fatspatrol-public-art-north-york-window-murals/
- https://www.fats.ink/art?pgid=k9mrmghq-f64d4282-2792-40ac-808bb6ff48233242
- https://www.fats.ink/art?pgid=k9mrmghq-e8abad4b-6a21-4fff-89a1-c50859f8840a
- https://www.fats.ink/art?pgid=k9mrmghq-16564ef6-32d9-492e-81a9e1fb364737b8

Scope of work: process

1. Site visit

: important first step in seeing the scale in real life. Eliminating which areas should definitely not be painted (for instance ramps tend to see the quickest wear, rails should not be painted). Gauge where there could be challenges. Identify best areas to paint. Speak to any locals who might be around. Picking up on any first thoughts and challenges. Also speak to skaters at 8th Street Skatepark about where the most wear was, how the paint affected wheels, any other considerations from the previous project.

2. Initial in-person Meet & Greet

With the West Shore community members – this facilitated event will allow us to share about the project and Lead Artist and get to hear about the community and what residents enjoy about it. These initial conversations will inform the theme of the project. Paying close attention to reach and engage the skate community. Plant food for thought, provide contact details for participants to send through feedback.

Details (tbc): Mid July, 2 hours

Mural Routes will work with a facilitator to engage the local community. This session will take place indoors, in-person, ideally near the project site.

15 min: attendees arrive, informal meet and greet with other attendees, Mural Routes staff and lead artist

30-45 min: Q&A with local community members in attendance. The facilitator will prepare and ask questions that invite attendees to speak to their connection to the site and the reasons they enjoy the community – ie. 'what makes you proud of being part of this community?' What would you like someone visiting to know about this community?" might be some of the questions asked.

30 min: presentation by Mural Routes about their approach to community engagement. Presentation by Fatspatrol about her artistic journey, body of work, style, previous work, inspirations, etc. Q&A with lead artist.

15 min: attendees will be able to ask any final questions about the project and ways to be involved.

15 min: wrap up and goodbyes. (schedule tbc)

3. Graffiti/aerosol workshops – we will offer two aerosol workshops, led by fatspatrol, which will be geared towards youth. Local youth will be able to learn artistic skills from a professional, practising artist. Feedback received during these workshops will further contribute to the final mural design and select participants may be involved in certain safe and manageable aspects of mural execution.

Details: (tbc) late July - Early August: two aerosol workshops, 2.5 hours each.

This session will take place outdoors, in-person, ideally next to the project site.

60 minutes: supported by Mural Routes, fatspatrol will demo different techniques, styles, tools for working with spray paint and share tips with participating youth. This includes different pressure cans, caps, and angles as well as sketching up, filling, shading, etc. The artist will also speak to the graffiti art culture and the skillset needed to participate in mural projects.

90 minutes: time for hands-on practise with aerosol on Masonite boards (unless an allocated wall is provided - preferred). Participants will be able to receive feedback during practise to improve techniques. All materials will be provided by Mural Routes (aerosol cans, respirators, boards, etc.)

<u>4. Sketching</u>– artist will work on rough sketches and concepts to be presented to the community. These will take into consideration the material gathered so far as well as her own research and contribution. Artist will prepare a presentation for the community that shows how input has been incorporated into artwork and breakdown the components and a detailed plan of action is drawn up.

5. Community consultation event – the lead artist will present initial concepts and designs to community members for them to provide further feedback and narrow down the components that do and do not work. The final design will be shared with all participants across the various community engagement activities to build momentum for production time.

Late August: Community Consultation Event (90 min).

This session will take place indoors, in-person, ideally next to the project session.

15min: attendees arrive, informal meet and greet with other attendees, Mural Routes staff and lead artist

20—30 min: Fatspatrol will present design concepts and elaborate on elements, inspirations, representations and connection back to community input.

10 min: community members in attendance will vote for their favorite concept.

5-10 min: wrap up and goodbyes

- 6. <u>Final design work</u>: September (10 days 2 weeks) finalize artwork, identify colour palette and write a working schedule for execution. Order paint asap. Prepare artwork for mapping. Render.
- 7. <u>Prep</u>: purchase paint and materials as needed, finalize any assistants and their roles. Identify storage space and access. Confirm schedule.
- 8. Painting: October (tbc)

Chalk up and cordon off mural area - youth from workshops may help with the mapping out of the artwork as an exercise in understanding how artwork is blown up to scale.

Transport materials to site and store under lock and key. Take stock.

Prime paint area with assistance from community members – 2-3 helpers from engagement groups will help apply primer with rollers. A concrete-specific primer. It would be smart to set up a small test patch to gauge how porous the surface is. Ie how many layers of primer and paint will be required.

Paint mural with assistance where appropriate and within comfort level.. (paint time tbd based on square footage and design detail). Allocate 2 weeks up to 8 hours per day, 5-6 days a week. Painting will be done primarily with aerosol where possible. Some outdoor emulsion paint may be used for large colour blocking or underpainting.

Apply sealant with community assistance. – rolled on to surface.

- 9. Clear work site -remove all materials.
- 10. <u>Unveiling and community celebration</u> late October.

Budget breakdown

Minus HST: Budget = \$28,300

Approx. budget breakdown:

- 2000 Design fee: design options, design adjustments, final artwork and renders
- 5000 materials : primer, spray cans, outdoor paint, sealant, rollers, caps, extension polls, buckets, rags, etc. (storage solution tbc.)
- 1000 insurance
- 1000 Travel: from Toronto to meetings, consultations, workshops and to site during project execution
- 5000 community consultation Mural Routes
- 14,300 artist fees inclusive of any hired assistants, artist work on site (execution of design) and final statement on the project

FATSPATROL

www.fats.ink

Fathima@thedomino.org

@fatspatrol

