

WATERFRONTToronto

Request for Proposals:

2024 Temporary Floating Public Art Harbour Square Park Basin



Demers-Mesnard, *Happy Castaways*, 2022
Photo Nicola Betts

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1 INTRODUCTION AND BACKGROUND

1.1 Request for Proposal (RFP) Overview

Waterfront Toronto is seeking to commission a professional artist or artist team to create a temporary floating artwork for Harbour Square Park Basin. Artists are asked to submit proposals for installation during summer 2024. The artwork will activate the basin by engaging with the local community and visitors to the waterfront. This RFP is open to all interested artists and artist teams in the GTA with relevant experience and expertise as practicing professional artists.

Harbour Square Park is located on the shore of Lake Ontario, one of the five Great Lakes of North America. Containing one-fifth of all surface freshwater on Earth, the lakes are a vital source of drinking water and food. Throughout history these interconnected bodies of water have been critically important for trade, human settlement and migration. They are sacred to Indigenous Peoples, who have inhabited the shores and fished in their waters since time immemorial. The lakes' unique ecosystems are host to a diverse array of plants and animals, and their shores and waters provide recreation for millions of people.

Today, water pollution, climate change, over-extraction, invasive species, and wetland loss are all taking a toll on their watersheds. Water scarcity, often perpetuated by climate change, is one of the most pressing global challenges today, particularly in its relationship to migration. It is imperative we remain engaged with the importance of these waters and with the challenges they face.

With this context in mind, artists are asked to develop work that explores water as a connector. They should consider the history and importance of these waterways and their role as geographical, ecological, political, economic, social, and spiritual connectors. In keeping with sustainable practices, Waterfront Toronto encourages ready-made artwork submitted as a proposal.

Waterfront Toronto intends to identify one successful Artist or artist-led team to undertake this project, according to the specifications described below.

1.2 Waterfront Toronto – Background Information

1.2.1 Waterfront Toronto Corporate Mission

Waterfront Toronto is the public advocate and steward of waterfront revitalization. Created by the Governments of Canada and Ontario and the City of Toronto, Waterfront Toronto is mandated to deliver a revitalized waterfront. Formally created in 2001, Waterfront Toronto has a 25-year mandate to transform 800 hectares (2,000 acres) of brownfield lands on the waterfront into beautiful, sustainable mixed-use communities and dynamic public spaces.

The project is the largest urban renewal project currently underway in North America and one of the largest waterfront redevelopment initiatives ever undertaken in the world. However, it is not just the sheer scale of the project that makes it unique. Waterfront Toronto is delivering a leading-edge city-building model that seeks to place Toronto at the forefront of global cities in the 21st century.

A primary objective of waterfront revitalization is to leverage the infrastructure project to deliver key economic and social benefits that enable Toronto to compete aggressively with other top tier global cities for investment, jobs and people. To do this, Waterfront Toronto brings together the most innovative approaches to sustainable development, excellence in urban design, real estate development, and advanced technology infrastructure.

2 PROJECT REQUIREMENTS

2.1 Background - Site Context

First Nations have maintained a presence on and around this site for thousands of years, and as such it has deep historical and spiritual significance. Métis and Inuit communities migrated here in more recent centuries and are part of the contemporary Indigenous communities in Toronto.

Located next to the Jack Layton Ferry Terminal, Harbour Square Park is one of the busiest destinations in the city during the summer months. The park is a welcome spot for lunchtime strolls or picnics, and for watching the ferries go back and forth to the Toronto islands.

The north end of the basin is overlooked by Harbour Square Condominiums and further east by the Westin Harbour Castle Hotel. From the Ferry Terminal, a boardwalk wraps around the park along the water's edge and continues towards York Quay and the Harbourfront Centre. A viewing pier overlooks the basin. Harbour Park West features the permanent public art piece *Sundial Folly*, by Paul de Figueiredo and Johnathan Fung.

2.2 Technical Requirements, Installation and Budget

2.2.1 Technical Requirements

- Artwork must float on the water
- Harbour Square Park Basin measures 112m x 51m. Artwork may be of any size, so long as it's within the basin limits. The height should consider strong winds on the lake. The higher the artwork, the more load the anchor will take and the more engineering will be required.
- Engineered and construction drawings are not required at this stage however submissions are to include a separate line for the cost of stamped engineering and marine structure design that consider feasibility, load and anchoring, which will be required before fabrication
- Waterfront Toronto strongly recommends artists design works that are simple, light, not too tall, and easily anchored in order to avoid major engineering
- Artists will be expected to produce stamped construction drawings that are approved by Waterfront Toronto before proceeding
- Artists should ensure that materials and methods of assembly and installation are low maintenance, durable, weather and water resistant, high quality, and meet current health and safety standards
- The basin is enclosed on three sides and open on the south side. It is in sheltered waters but is still exposed to the inner harbour, and therefore subject to high winds

and waves. Artwork (including tethering to the anchor) must be able to withstand weather conditions on the lake and materials must be durable enough to last at least 10 weeks in the water

- All hardware must endure the fierce tug and constant movement created by currents, waves and wind
- Anchoring will likely consist of one or more solid concrete blocks with rebar loops, or a similar type of anchor, of approximately 50lbs in weight. It will be anchored directly to the lakebed. It cannot be anchored to the dockwall or pier. Waterfront Toronto will work with the artist to refine anchoring which will depend on the concept.
- Water levels vary throughout the year (and throughout the summer), and some years are higher than others. Artists should design tethering between the anchor and artwork accordingly. Please refer to *Appendix A* for average water levels
- Artwork may attach to a single mooring point anchor or multiple anchors. Also, multiple attachments may stem from a single anchor so long as they fall within the anchor's maximum load capacity
- The water in the slip is about 4-5m deep at the centre. The lakebed is soft muck for around 3 feet depth (see Substrate and Depth Map in *Appendix A*). Artwork must be flexible to accommodate for variations in these conditions
- The basin is a navigable waterway. Artwork should not create potentially dangerous situations for a vessel or a person. No sharp corners/edges or tangling hazards are recommended. Proposals will be subject to review by the Harbourmaster's office and the City's Parks, Forestry and Recreation Division for safety and navigation purposes
- Lights for night navigation safety may be required on the artwork
- Buoys or markers may be required for artwork safety. This will be decided on a case-by-case basis, together with Ports Toronto and the artist
- Artwork must stay within the basin. It should not extend out into the harbour (beyond the dock wall on the sides of the basin)
- Artwork should be visible from all sides of the basin, including from nearby boats on the water
- There is no electrical infrastructure on the site, however, solar may be included. Light emission should be low in order not to disturb residents at night
- Artists should consider the impact of materials on the water. They should pose no harm to the environment or risk of leaching into the lake. All materials, including paint, must be safe to use in a marine environment
- The basin is not in the outer harbour and therefore does not have the same restrictions for marine traffic. However, there is pleasure boating on the lake. Kayaks and small motorboats occasionally enter the basin to look at the artwork. The artwork and anchoring should therefore be as robust as possible. It would be preferable for the art not to be easily climbable
- Artwork should require minimal maintenance. Nevertheless, it must be easily accessible by boat should maintenance be required

2.2.2 Installation

Artists will be responsible for the installation and removal of the artwork. Waterfront Toronto will assist the Artist by connecting them with the authorities who can install in the water. Waterfront Toronto will help facilitate permitting processes with Ports Toronto and Parks, Forestry and Recreation. Artists are recommended to budget between \$8,000-\$10,000 CAD + contingency for installation and removal.

2.2.3 Budget

The total commissioning budget for this project is \$80,000 +HST.

This fee includes all expenses related, but not limited to, Artist fees, preparation and submission of drawings and renderings, coordination and technical consultations including engineering approval or other expertise as required, permits, preparation of installation documents, anchoring plan, meetings and site visits, travel, insurance as required by Waterfront Toronto (\$5M liability insurance is required for water installation), rental of studio and storage space, materials, shipping, delivery to site, signage, installation and removal, maintenance manual and artist statement for completed work. Waterfront Toronto will not be responsible for any additional costs.

Note: There are no further funds beyond the Total Commissioning Budget amount of \$80,000 CAD for this project.

2.3 Project Schedule

The successful Artist will be required to develop and maintain a project schedule including key coordination milestones. Schedule updates are required on a biweekly basis.

Task	Timeline
Design & Fabrication	January-June 2024
Installation	Early July 2024
Removal of Artwork	Mid to late September 2024

3 INSTRUCTIONS TO ARTISTS

3.1 Timetable of Events

The RFP Process will be governed by the following Timetable:

Issue Request for Proposals	October 26, 2023
Recommended Deadline for Questions	December 11, 2023
Submission Deadline (Deadline for Submission of Proposals)	December 18, 2023 at 2:00 p.m. (local time)
Artist Selection	January 2024
Contract Issued	February 2024

Note: Waterfront Toronto reserves the right to alter this timetable. Dates are subject to change.

Submissions must be emailed by the deadline stated above. See section 4.2 Submission Process for details.

3.2 Enquiries

If any Artist has enquiries regarding this RFP, they should submit them **by email**, no later than the date set out above as the Recommended Deadline for Questions, referencing in the subject line the opportunity name (Floating Art 2024)to::

Email: publicart@waterfronttoronto.ca

To ensure that the Corporation's procurement process is fair, open and transparent to all Artists, there shall be no communication between the Corporation, its consultants or contractors and the Artists with the exception of the official email noted in this procurement document. This **blackout period** is for the period of time immediately following the release of the procurement document until the final award. Lobbying during the procurement process will not be permitted and may result in disqualification.

4 SUBMISSION INSTRUCTIONS

4.1 Submission Deadline

Proposals should be received via email on or before the Submission Deadline set out in Section 3.1 herein - Timetable of Events.

Late submissions will not be accepted by Waterfront Toronto.

Proponents should submit proposals by email to publicart@waterfronttoronto.ca. **Please ensure that your file size does not exceed 25MB**, as Waterfront Toronto is unable to receive email files in excess of that.

In the subject line, clearly mark "Floating Art 2024" and the name of the Artist.

For artist teams, the submission must clearly note the lead artist who will be the main contact.

4.2 Submission Format

Each proposal submission should include the items described below (section 4.2.1 Proposal Requirements), organized in the order that the items are listed, to facilitate evaluation. If there are any questions about submission, they should be asked in advance

of the Recommended Deadline for Questions. Proponents should submit entries in a **single PDF document**.

4.2.1 Proposal Requirements

Each proposal submission must include the following:

- 1) Maximum two-page Artist Statement describing the artwork, how the public will interact with the artwork, installation method, as well as all relevant dimensions, anticipated weight, and materials. An explanation of how the proposal submission explores water as a connector should also be mentioned. The Artist Statement should include any maintenance requirements.
- 2) Up to 8 digital images of the proposed artwork(s) including: sketches, renderings, sections and/or details as applicable, proposed anchoring system and any other information relevant to the project.
- 3) Proposed budget breakdown (artist fee, insurance, design, materials, fabrication, installation/removal, contingency) as well as schedule for fabrication, installation and removal.
- 4) Up to 5 images of previous and relevant work with caption including title, materials, dimensions, locations and commissioning body.
- 5) Artist's CV. For artist teams, please provide CVs for each team member.
- 6) References: Contact name, title, organization, telephone number and email address for three relevant references

5 EVALUATION, SELECTION, AND AWARD PROCESS

5.1 Compliance Review

Prior to evaluating proposals, Waterfront Toronto will perform a review of each proposal to determine if it complies with the proposal submission instructions provided in this document. If, in the sole discretion of Waterfront Toronto, a proposal does not materially comply with the requirements set out in this document and/or Waterfront Toronto determines that there is a material or perceived conflict of interest, then Waterfront Toronto may, without liability, cost or penalty, eliminate the proposal and the proposal shall then not be given any further consideration.

5.2 Evaluation Criteria

The proposal will be evaluated according to the following sub-criteria and their associated weightings. Note that the sub-criteria reflect the Proposal Requirements set out in Section 4.2.1.

Artist Statement	20 points
Proposed Artwork	30 points
Proposed Budget Breakdown and Schedule	20 points
Curriculum Vitae	15 points
Previous Work and Images	15 points
Total Score	100 points

When submitting and compiling proposals, Proponents should consider that submissions will be evaluated against the following:

- Artistic merit of the proposal in terms of its vision, site specificity, design, aesthetics, and public engagement
- Thoughtful approach to the theme of water as a connector
- Feasibility of fabrication and installation and ability to meet budget and schedule
- Durability and sustainability of the artwork. Adherence to public safety requirements, minimum maintenance requirements and resistance to vandalism
- Artist qualifications and experience, as supported by their past work, CV and references

5.3 Evaluation Team

This call is a one-stage competition. Submissions will be reviewed by an Evaluation Team comprised of arts professionals and subject matter experts, and one local community member.

The Evaluation Team will choose one Artist or Artist-led team whose concept and design it deems best suited to the guiding principles of the project and its public. The Evaluation Committee may offer suggestions as to ways the design could be refined.

5.4 Contract for Services

The successful Artist will be expected to enter into a **Contract** with Waterfront Toronto substantially in the form of the Temporary Public Artwork Agreement. It will include the terms and conditions set out in the sample **Contract**, which will be provided to shortlisted Artists, as well as other provisions.

Waterfront Toronto reserves the right to substitute a revised form of the **Contract**, with the consent of the successful Artist.

After Waterfront Toronto has awarded the contract, any unsuccessful Artist is entitled to a debriefing session. If you wish to request a debriefing session, please contact publicart@waterfronttoronto.ca referencing the opportunity title in the subject line of your email.

6 LEGAL AND OTHER MATTERS

6.1 Limitations of Liability

No representation, warranty or undertaking, expressed or implied, in fact or in law, is or will be made by, and no responsibility or liability is or will be accepted by Waterfront Toronto in relation to this RFP.

6.2 Acceptance of Terms

Each Artist, by submitting a proposal, represents that the Artist:

1. has read, completely understands and accepts the terms and conditions of the RFP in full; and,
2. agrees that, if awarded the assignment, will execute a Contract.

6.3 Negotiations

Waterfront Toronto may award a contract on the basis of initial proposals received, without discussion. Therefore, each initial offer should contain the Artist's best terms/information, including all required documentation as noted in Section 4 - Submission Instructions.

Waterfront Toronto reserves the right to enter into discussions/negotiations with a preferred Artist. If Waterfront Toronto and the preferred Artist cannot negotiate a successful contract, Waterfront Toronto may terminate the negotiations and begin negotiations with other Artists. This process will continue until a contract has been executed or all Artists have been rejected. No Artist shall have any rights against Waterfront Toronto arising from such negotiations.

6.4 Costs Incurred by Proponents

Each Artist shall bear all costs and expenses incurred in respect of any aspect of its participation in this RFP process. Waterfront Toronto is not liable to pay any costs or expenses incurred by any Artist in connection with this RFP, or to reimburse or compensate any Artist in any manner whatsoever or under any circumstances, regardless of the outcome of the RFP process. Furthermore, the Artist shall not hold Waterfront Toronto liable for any error or omission in any part of the RFP process.

6.5 Errors and Omissions

No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by Waterfront Toronto for the completeness or accuracy of any information presented in the RFP.

Each Artist is solely responsible for conducting its own independent research, due diligence, and any other work or investigation and seeking any other independent advice necessary for its analysis of the RFP and preparation of its proposal, negotiation or finalization of a subsequent agreement, and the subsequent delivery of services to be provided. Nothing in the RFP or associated documents is intended to relieve Artists from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

It is each Artist's responsibility to seek clarification from Waterfront Toronto of any matter it considers to be unclear, and Artists are to rely on their own independent analysis in preparing a submission. Waterfront Toronto shall not be responsible for any misunderstanding by any Artist of any part of this RFP, or of Waterfront Toronto's response to any questions or clarifications. Waterfront Toronto shall not be liable for any information or advice, whether written or oral, provided or made available to any Artist for any errors or omissions that may be contained in the RFP or in such information or advice.

In its sole discretion, Waterfront Toronto may a) answer similar questions received from various firms only once; b) edit the language of any question for the purpose of clarity; and c) exclude any question if it is ambiguous or incomprehensible without asking for clarification of the question.

6.6 Communications

Proponents should channel all communications regarding the RFP to publicart@waterfronttoronto.ca. Prospective firms should not attempt to make contact with any of the following:

1. any Waterfront Toronto director, officer, employee, subcontractor, agent, representative, consultant/contractor/service-provider or volunteer or municipal, provincial or federal government employees or representatives connected with Waterfront Toronto;
2. any member of or advisor to the evaluation committee struck to evaluate proposals under this RFP;
3. any other prospective responding firm.

The Artist shall not issue any public statement or news release pertaining to this RFP process without the prior express consent of Waterfront Toronto. Waterfront Toronto reserves the right to issue public statements or news releases with respect to all aspects of this RFP process.

Waterfront Toronto may make public any information regarding any proposal available to any entity that funds Waterfront Toronto, or any entity or organization with which Waterfront Toronto works in cooperation.

6.7 Procedural Rights of Waterfront Toronto

Waterfront Toronto has the unilateral and exclusive right, in its sole discretion, at any time either before or after the deadline for submission of proposals, to:

1. reject or disqualify any or all proposals;
2. accept any proposal;
3. determine whether a proposal is in compliance with the RFP;
4. determine whether a failure to comply is material or not;
5. if only one proposal is received, elect to accept or reject it;
6. elect not to proceed with the RFP;
7. alter the timetable (including deadlines);
8. alter the RFP process, requirements, project description, scope of work or any other aspect of this RFP;
9. seek clarification or request further information or documentation from any or all Artists (regardless of whether such Artist(s) should or could have included the information in its/their submission(s));
10. answer questions from any one or more firms individually and immediately, particularly where the questions concern simple administrative matters;
11. cancel this RFP and subsequently advertise or call for new submissions for the subject matter of this RFP (including any portion thereof);
12. determine the membership of the evaluation team;
13. determine the scores of proposals;
14. decline to enter into a contract with any Arts if Waterfront Toronto is of the opinion that the Artist submitted pricing (inclusive of any unit pricing) that is too low to be sustainable and/or the delivery of services according to the RFP (including the form of Contract attached thereto) would be in jeopardy;
15. select one or more than one Artist for the performance of all or any part of the services that are the subject matter of the RFP; and
16. cancel its decision to enter into an agreement with any Artist in the event of a change in any subcontractor or key persons of an Artist, or any other material change with respect to the preferred Artist's proposal that has not been approved by Waterfront Toronto;

in each case without any liability for costs, expenses or damages incurred or suffered by any Artist or entity.

This RFP is not a call for tender or an offer to enter into either a binding contract (often referred to as "Contract A") or a contract to carry out the project (often referred to as "Contract B"). Neither this RFP nor the submission of a response nor its receipt by Waterfront Toronto shall create any contractual rights or obligations whatsoever on either Waterfront Toronto or any Artist, nor oblige Waterfront Toronto in any manner whatsoever. For all its projects, Waterfront Toronto makes every effort to secure the necessary funding prior to going out for quote. However, Waterfront Toronto's award of a contract is subject to funding availability.

6.8 Verification of Proposals

Waterfront Toronto may, in its sole discretion, verify any statement or claim contained in any proposal or made subsequently in any interview or discussion. That verification may be made by whatever means Waterfront Toronto deems appropriate and may include contacting the names or persons identified by the Artist, and, in addition, contacting persons or entities other than those identified by the Artist.

In submitting a proposal, an Artist is deemed to consent to Waterfront Toronto verifying any information from third parties and receiving additional information regarding the Artist, its directors, officers, shareholders or owners and any other person associated with the Artist as Waterfront Toronto may require.

For the purposes of the verification described in the above two paragraphs, the information described may be collected from and disclosed to government and non-government organizations.

6.9 Proposal Clarifications

Waterfront Toronto may request from any Artist a clarification of the contents of its proposal, or supplementary information clarifying matters contained in its proposal, or seek a Artist's acknowledgement of Waterfront Toronto's interpretation of any aspect of the Artist's proposal. Notwithstanding the foregoing, Waterfront Toronto is not obliged to seek any such clarifications. Any information so received, may, in Waterfront Toronto's discretion, be considered and deemed to be an integral part of an Artist's proposal and may be evaluated as such.

6.10 Disqualification

Without limiting any of the rights of Waterfront Toronto as set out under Procedural Rights, in Section 6.7 herein, Waterfront Toronto may, in its sole discretion, disqualify a proposal or cancel its decision to make an award to any Artist under this RFP process, at any time prior to or after the execution of an agreement, if:

1. the Artist fails to cooperate in any attempt by Waterfront Toronto to verify any information provided by the Artist in its proposal;
2. the Artist contravenes or is not materially compliant with any part of this RFP;
3. the Artist fails to comply with the laws of the Province of Ontario or of Canada, as applicable;
4. the proposal contains false or misleading information;
5. the proposal, in the opinion of Waterfront Toronto, reveals a real, foreseeable or perceivable conflict of interest as defined herein;
6. the Artist misrepresents any information provided in its proposal;
7. there is evidence that the Artist, its employees, agents, consultants/contractors/service providers or representatives colluded with one or more other Artists or any of its or their respective employees, agents,

consultants/contractors/service providers or representatives in the preparation or submission of proposals;

8. the Artist has been convicted of an offence in connection with, or any services rendered to Waterfront Toronto or any Ministry, Agency, Board or Commission of the Government of Ontario, City of Toronto or the Government of Canada;
9. there is evidence that the Artist has breached an agreement for services similar to the ones requested under this RFP with an entity other than Waterfront Toronto; or
10. there is evidence that the Artist was convicted of a criminal offence within three years immediately prior to the Submission Deadline.

6.11 Governing Law

This RFP and any agreement(s) that flow from it shall be governed and construed in accordance with the laws of Ontario and the applicable laws of Canada.

The Artist agrees that:

1. any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario;
2. it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this competition on any jurisdictional basis; and
3. it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFP.

6.12 Ownership and Reproduction Rights

Ownership, title and risk of loss of the Artwork shall continue to reside with the Artist.

Copyright in the Artwork shall continue to reside with the Artist.

The Artist grants full permission for exhibition rights to Waterfront Toronto and any of its successors or assigns and agrees that the display of the Artwork in no way constitutes a breach of any exhibition rights, which may exist under the Copyright Act or otherwise.

The Artist agrees that Waterfront Toronto shall have the right and license to make two-dimensional reproductions, such as photographs, images or drawings, of the Artwork for any purpose associated with the work of Waterfront Toronto, including on non-commercial and commercial documents, brochures and websites. Waterfront Toronto shall also have the right to sublicense such images of the Artwork or working drawings to other parties in relation to the work of Waterfront Toronto, including the Government of Canada, the Government of the Province of Ontario and the City of Toronto. Such reproductions of the Artwork shall be deemed to not constitute a breach of copyright in any way and no royalty fee shall be due or payable to the Artist by Waterfront Toronto or its sublicensees. Waterfront Toronto shall use reasonable efforts to credit the Artist on such reproductions and use of the images of the Artwork for publicity and promotion.

All sketches, tracings, field survey notes, drawings (including, without limitation, AutoCAD drawings), reports, studies, analysis, memoranda and other data and material (whether in hard copy, electronic form, or otherwise) as may be developed during the performance of

this Agreement shall be submitted to Waterfront Toronto, which shall have the right to use same for any purpose related to the work of Waterfront Toronto, without any further compensation to the Artist. Upon request, electronic files shall be submitted in native file format. Any reports or other materials listed above, produced by the Artist for Waterfront Toronto, shall be granted reliance and may be relied upon by Waterfront Toronto, its government partners, cooperating organizations and any third parties with whom Waterfront Toronto contracts.

The Artist agrees that the use of the Artwork and reproduction rights as contemplated in this Agreement in no way interferes with or violates any moral rights of the Artist.

In view of the intention that the Artwork shall be unique, the Artist shall not make any reproductions (of any size) of the Artwork, nor shall the Artist grant permission to others to do so except with the written permission of Waterfront Toronto, whose permission may be arbitrarily withheld. Nothing in this Agreement shall, however, prevent the Artist from making (a) two-dimensional reproductions, including but not limited to photographs of the Artwork for their portfolios, media publicity, catalogues or other similar publications; (b) other works of art that are materially different than the Artwork using combinations of the same materials and in different configurations; (c) or from displaying the Artwork elsewhere after removal from the Site.

6.13 Withholding Tax

If the Artist is a non-resident service provider, Waterfront Toronto is required under Regulation 105 of the Canadian Income Tax Act to withhold 15% in tax from every payment made in respect of services rendered in Canada.

The 15% withholding is not applicable on fees paid for services performed outside of Canada. Also, reimbursements of certain out of pocket costs (i.e., transportation, accommodation) associated with services rendered inside or outside of Canada should not be subject to Regulation 105 withholding. Therefore, with respect to any invoice issued to Waterfront Toronto, please distinguish (either in the invoice itself or in supporting details) the portion of the fees that relate to the following:

- Services rendered in Canada;
- Out of pocket costs relating to services rendered in Canada (see below re: subcontractor fees);
- Services rendered outside of Canada; and
- Out of pocket costs relating to services rendered outside of Canada.

If the Artist utilizes a subcontractor to render services in Canada and separately discloses the fees it pays to such subcontractor as a reimbursable out of pocket cost on its invoice to Waterfront Toronto, Waterfront Toronto may be able to rely on CRA administrative practice to exclude such amount from the total subject to withholding.

If the Artist feels that the 15% withholding tax will be more than its actual tax liability in Canada, based on treaty protection or estimated income and expenses, the Artist can make an application to the CRA to have the withholding tax requirement waived or reduced.

If the Artist's application is approved, the CRA will authorize Waterfront Toronto to either not withhold or withhold at a reduced rate on future payments. Please note that such a waiver will only be applicable to payments made after the date the waiver is received.

For more information please review the following:

<http://www.cra-arc.gc.ca/tx/nnrstdnts/bsnss/menu-eng.html>

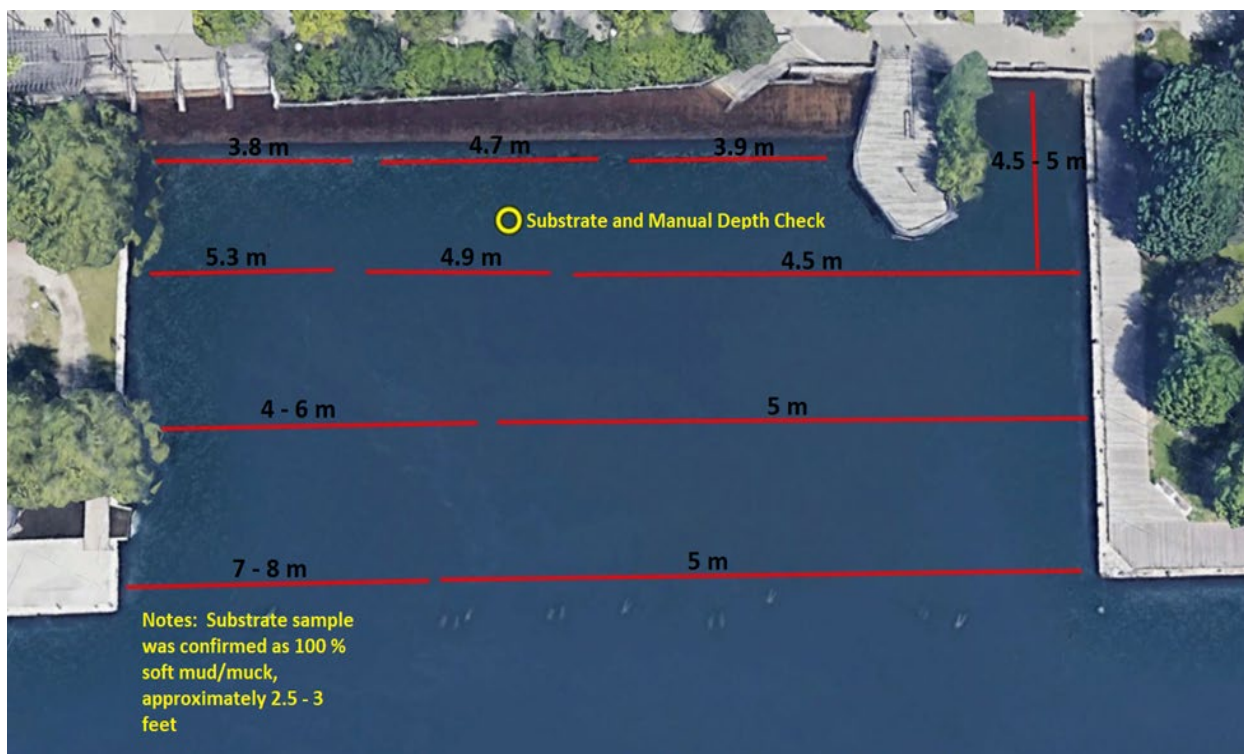
6.14 Taxes and Duties

Invoices submitted for work performed should show the HST on a separate line.

6.15 Hospitality, Food and Transportation

Following the Management Board of Cabinet Broader Public Sector Expenses Directive, dated April 2011, the Ontario Government prohibits Waterfront Toronto from reimbursing the successful Artist for any hospitality, food or incidental expenses. Transportation and accommodation expenses are eligible for payment only if they are directly related to the Waterfront Toronto assignment at hand and require prior authorization by the Waterfront Toronto staff overseeing the assignment.

Site Maps



May 2019: Substrate and Depth Check (depth may vary as 2019 had higher than average water levels)

Appendix B

Site Photographs



Appendix C

Precedents



A+J Art+Design SOS (*Safety Orange Swimmers*), 2019



Jay Havens, *The Peacemaker's Canoe*, 2020
Photo Celene Tang



Installing *The Peacemaker's Canoe*
Photo Celene Tang



Demers-Mesnard, *Happy Castaways*, 2022
Photo Nicola Betts



Demers-Mesnard, *Happy Castaways*, 2022
Photo Nicola Betts