

From: Sarah Douglas-Murray
Director, Community Services

Subject: Millennium Square – Purchase of Public Art
- Commission of Public Art for Winter Wonderland
- File: A-1440-001

Recommendation:

1. That Council endorse that the commission of temporary public art for Millennium Square as part of the Winter Wonderland event be awarded to Studio Jordan Shaw in the amount of \$25,000.00 (HST included);
 2. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$22,513.00 from Property Taxes, 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 Studio Jordan Shaw 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.
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Executive Summary: With the approval of Report CS 06-23 (Resolution #126/23) at the Council meeting of March 27, 2023, Council approved two new events at the Pickering Nautical Village which includes Fall Fling and Winter Wonderland.

Specifically, Winter Wonderland will take place on Saturday, December 2 and Saturday, December 9, 2023 and will include a vendor's market, ice carving and sculptures on display, fire pits with s'mores, wagon rides, roaming characters and a temporary public art installation. The event activities will take place at Millennium Square during December 2 and December 9; however, the temporary public art installation will remain on site until January 31. The artwork will then be stored and utilized at future winter events and activations.

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 Millennium Square as part of Winter Wonderland event at a cost of \$25,000.00 (HST included).

Financial Implications: The public art project for Millennium Square is reflected in the approved 2023 Current Budget in the amount of \$25,000.00.

1. Estimated Project Costing Summary

Artist Quotation	\$22,124.00
Total Project Cost	\$22,124.00
HST (13%)	<u>2,876.00</u>
Total Gross Project Costs	\$25,000.00
HST Rebate (11.24%)	<u>(2,487.00)</u>
Total Net Project Costs	<u>\$22,513.00</u>

2. Approved Source of Funds

Approved Code	Source of Funds	Budget	Funds Required
502520.10205.9017	Property Taxes	\$25,000.00	\$22,513.00

Project Cost under (over) approved funds by	\$2,487.00
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The remaining funds of \$2,487.00 will be used for signage, communications, artwork unveiling, transportation and storage.

Discussion: At the Executive Committee Meeting of January 9, 2023, Council directed staff, through the Office of the CAO, to bring forward a substantive report on a plan to implement a winter festival at Millennium Square, in collaboration with local businesses in the Pickering Nautical Village to ensure their ideas and visions were represented, and to report back to Council prior to the 2023 Budget Meeting.

Accordingly, staff conducted Nautical Village Stakeholders including a survey and in person Open House on February 14, 2023. Nautical Village Businesses provided feedback that there was interest in a public artwork that would serve as a focal point for holiday activations through the December and January months.

In Report CS 06-23 staff recommended two events: Fall Fling which will take place in October 2023 and Winter Wonderland which will take place on December 2 and 9, 2023.

At the Council Meeting of March 27, 2023, Council directed staff (Resolution #126/23) to implement, in part, the Winter Wonderland event as outlined in Report CS 06-23. This included \$25,000.00 budgeted for a feature holiday light sculpture display.

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 Public Art Policy CUL 130, an Open Call was selected as the method of acquisition. The Open Call was issued on April 18, 2023 (Attachment 3). 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 social media ads (Facebook and Instagram). Ten artists from around the world (Canada, France and United Kingdom) responded to the Open Call. Applications were reviewed by a Public Art Jury which identified a short-list of the top 3 artists based on the submitted concepts.

On May 10, 2023, the three shortlisted artists were presented in person at an Open House meeting to the Nautical Village Stakeholders for consultation. Based on the feedback received at the Open House, Studio Jordan Shaw is recommended as the Artist to be awarded the commission for temporary public art at Millennium Square.

The 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. The Artist made the following statement to describe their process and final artwork:

"The proposed artwork that I am submitting is titled Same Material / Different Time. Not only does this offer a unique artistic and location-based opportunity it would also be a meaningful personal project. I grew up in Rouge Hill and am very familiar with the West Rouge and Pickering waterfront trail. I've spent many hours over the years biking between the two communities and spending time along the waterfront since childhood."

Staff request that Council endorse that the commission for temporary public art for Millennium Square be awarded to Studio Jordan Shaw in the amount of \$25,000.00 (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 Studio Jordan Shaw.

The installation will take place in November 2023. The Artist will begin fabrication of the work in August 2023. The artwork will be unveiled during the opening of Winter Wonderland on December 2, 2023 and remain onsite until January 31, 2024. The artwork will then be stored and utilized at future winter events and activations.

Attachments:

1. Agreement – Letter of Understanding
 2. Winter Wonderland – Open Call
 3. Studio Jordan Shaw – Winter Wonderland Artist Submission
-

Prepared By:

Approved/Endorsed By:

Original Signed By:

Original Signed By:

Laura Gibbs
Division Head, Culture & Community Programming

Sarah Douglas-Murray
Director, Community Services

KR:sb

Recommended for the consideration
of Pickering City Council

Original Signed By:

Marisa Carpino, M.A.
Chief Administrative Officer



Letter of Understanding

Public Artwork Agreement

This agreement made the Day/Month/Year

BETWEEN: Studio Jordan Shaw
(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 temporary light-based artwork for the Millennium Square as part of Winter Wonderland event and holiday display 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 on December 2, 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

At the Council Meeting on March 27, 2023, Council directed staff (Resolution #126/23), through the Office of the CAO, to implement the Winter Wonderland event as outlined in report CS 06-23. This included \$25,000.00 budgeted for a feature holiday light sculpture display.

The event Winter Wonderland would take place on Saturday, December 2 and Saturday, December 9, 2023 and include a vendor's market, ice carving and sculptures on display, fire pits with s'mores, wagon rides, roaming characters and a temporary public art sculpture. The event will activate Millennium Square during December 2 and December 9; however, the sculpture will remain on display until January 31.

A Call to Artists – Requests for Proposals was issued on April 18, 2023 and closed on May 8, 2023. Community Services received 10 submissions from artists around the world (Canada, UK and France). The collected submissions were reviewed and scored by the Public Art Jury based on the judging criteria outlined in the Call to Artists – Requests for Proposals. The jury shortlisted three finalists who were presented to the Nautical Village community on May 10, 2023.

Based on consultation with the Nautical Village community, Studio Jordan Shaw was recommended as the Artist to be awarded the commission of temporary light-based public art at Millennium Square as part of the Winter Wonderland event.

The Nautical Village community 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 proposal is set out in Schedule A.

The proposed work will be purchased by the City of Pickering and displayed for the next three years.

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 Millennium Square located at Nautical Village.

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 \$25,000.00 CAD, inclusive of all applicable federal and provincial taxes including HST.
- b) Each stage of the payment shall be accompanied by a detailed summary of work completed by the Artist that including updated drawings and images that states that the Work has progressed and is proceeding according to schedule B 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) \$8,333.33 – on the completion of Phase 2 which includes executing the Letter of Understanding, site visit, fabrication schedule and submission of an invoice from the Artist;
- ii) \$8,333.333 - at the end of Phase 3 which includes the delivery of final drawings of all art work components and submission of an invoice from the Artist; and
- iii) \$8,333.34 at the end of Phase 4 which includes installation of the artwork at Millennium Square and upon submission of an invoice from the Artist.

The City agrees:

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

5. Payments of Sub-Contractors

The Artist agrees:

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

6. Performance

The Artist agrees:

- a) to provide all work and materials necessary to create the Artwork and to fulfill all its obligations as set out in this Agreement;
- b) that the materials, methods and processes used to produce the Artwork shall be of first-class quality and expressive of the approved design; 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 December 2, 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 sub-contractors, in the form specified by the City, prior to each payment date set out in Schedule “C”.
- d) to provide a conservation and maintenance plan; 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 design and the exact location of the Artwork within the Installation Site, to the satisfaction of the City.

9. Specifications

The Artist agrees:

- a) to provide detailed drawings and specifications to the satisfaction of the City and shall advise the City, in writing, through the Coordinator, Public Art, of all factors relating to the Artwork’s theme, budget, critical path, location, size, materials, structural, mechanical and technological requirements, installation methods, and future maintenance requirements, to be determined by the Artist in consultation with the Coordinator, Public Art; 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 Coordinator, Public Art and permit such inspections of the installation as the City may require. If any costs result from the Artist failing to coordinate the Artist's work with that of [City divisions and contractors], all such costs shall be borne by the Artist;
- d) upon installation of the Artwork, to clean the Artwork to ensure that all dirt, imperfections and extraneous materials are removed from the Artwork; and
- e) that installation shall have been deemed to be complete when acceptance by the City or by its designated agent.

The City agrees:

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

12. Damage to Artwork and Artist's Property

The Artist agrees:

- a) that in the event of physical loss or damage to the Artwork prior to completion of installation and acceptance of the Artwork by the City, the Artist shall immediately take all necessary steps to rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as is reasonably possible at no additional expense to the City. Where necessary, the

Artist may collect insurance proceeds before rectifying the loss or damage and shall rectify the loss or damage as soon as is reasonably possible after receipt of said funds; 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 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 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, its Mayor and Councillors, employees and agents for any and all losses, claims, demands, suits, actions, judgments, or costs which may arise from any physical deficiencies or deformities or structural failures of the Work which render the Artwork inconsistent with the approved design. The Artist agrees that this indemnity shall survive the period of time required to fulfill this contract and extend to the useful life of the Artwork and shall be binding upon the Artists' personal representatives, administrators, executors and assigns;
- b) to indemnify the City, its Mayor and Councillors, employees and agents from and against all liens, all builders liens, claims, actions, costs and damages which may arise during installation of the Work on the Place of Installation. No finding of negligence, whether joint or several, as

against the City in favour of any third party shall operate to relieve or shall be deemed to relieve the Artist in any manner from any liability to the City, whether such liability arises under this Agreement or otherwise; 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 "OHS");
- b) that nothing in this Agreement shall be construed as making the City the "employer" (as defined in the OHS) 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, certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board;
- b) to provide the City with a Clearance Certificate prior to final payment certifying all payments by the Company to the Board in conjunction with the subject Contract have been made and that the City will not be liable to the Board for future payments in connection with the Company's completion of the project; 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;
- c) all rights and remedies of the City for any breach of the Artist's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law;
- d) no delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy; and
- e) upon termination, all work and material of the Artist pertaining to the Artwork shall be delivered to or retained by the City at no further cost or liability to the City.

21. Ownership

The Artist and the City agree:

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

22. Copyright

The Artist and the City agree that:

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

The Artist agrees:

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

The City agrees:

- a) to use its best efforts to have the Artist's name associated with the Artwork in photographs, drawings or other reproductions of the Artwork except where the Artwork is not the primary subject of the said reproduction.

23. Death or Incapacity of Artist

The Artist and the City agree that:

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

24. Mediation

The Artist and the City agree:

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

Studio Jordan Shaw

studio@jordanshaw.com

<https://www.jordanshaw.com/>

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 parties hereto have had this Letter of Understanding executed.

Full name, artist

Date

Kevin Ashe, Mayor
City of Pickering

Date

Susan Cassel, City Clerk
City of Pickering

Date

GENERAL

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

Schedule B: Fabrication Schedule

Schedule C: Open Call – Terms of Reference

Letter of Understanding

Public Artwork Agreement

SCHEDULE A

THE ARTWORK (ARTIST'S CONCEPT PROPOSAL DOCUMENT ATTACHED)

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 July 31, 2023, to the satisfaction of the City

- Site Visit: through conversation with City staff and based on electrical needs the artist will determine the exact location of the work.
- Material order
- The artist will develop a detailed fabrication schedule

This phase will include the following approvals by the client:

- Fabrication schedule submitted to the City of Pickering for approval.

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

- Final design drawings completed
- Text information for plaque

This phase will include the following approvals by the client:

- Final design drawings of the artwork

Phase 4 - Installation – December 2, 2023

- On-site installation of artwork, to be completed by November 20, 2023
- Final sign off by Client on completed and delivered product.
- Attendance at the unveiling event on December 2.

Call to Artists – Request for Proposals (RFP)

Winter Wonderland

Deadline: **May 8, 2023 at 4 pm EDT.**



Photo of Millennium Square during the summertime.

Artist Opportunity

The City of Pickering invites artists or artist teams to submit proposals for a temporary light sculpture to be a part of Winter Wonderland at the Nautical Village in Pickering. Artwork is expected to be displayed annually from December 2 – January 31 for three years. One artist/team will be commissioned by The City of Pickering to create the work.

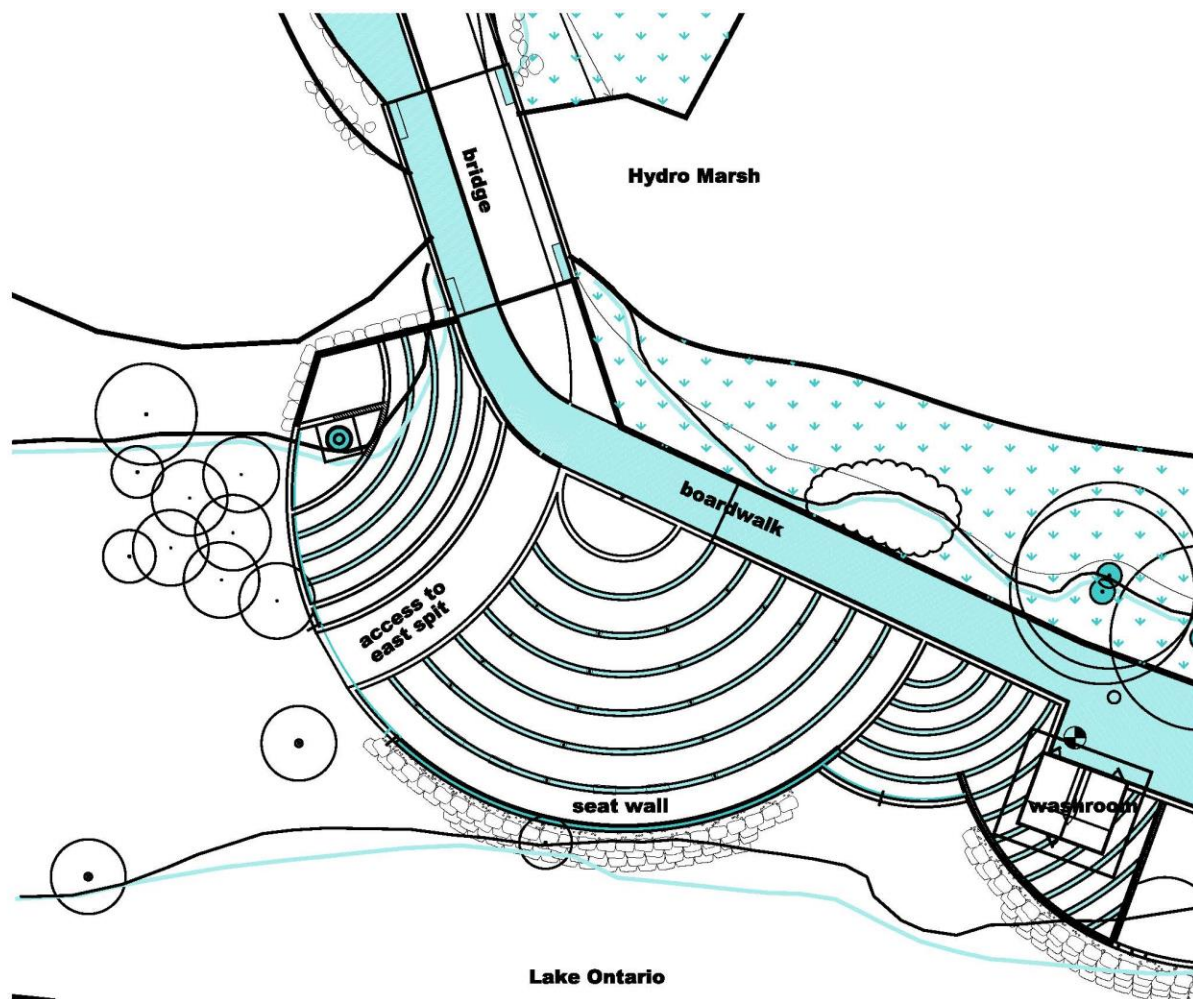
As per the City of Pickering Public Art Policy (CUL 130) an artist is defined as the designer/creator of an artistic work and can include, but is not limited to, a professional artist, graphic designer, collaborative team, architect, or landscape designer.

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

Site Context

The City of Pickering resides on land within the Treaty and traditional territory of the Mississaugas of Scugog Island First Nation and Williams Treaties signatories of the Mississauga and Chippewa Nations.

The artwork will be located in Millennium Square. Millennium Square is a large public square adjacent to Beachfront Park and Nautical Village where entertainment takes place. During the summertime, the spot is alive with the electric energy of music, picnickers and passers-by. This is the perfect spot to catch a cool breeze off the lake and watch the sun go down.



Site plan of Millennium Square

Project Brief

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.

This public art piece is intended to be created for the Nautical Village Community and be displayed annually during the winter season (December 2 – January 31) as part of a new series of events called – Winter Wonderland. The City of Pickering will be seeking to purchase the work and assume full ownership. The successful work will act as a landmark and further transform Millennium Square by creating a sense of joy and excitement for residents and visitors during the Holiday season.

Community Background

At the beginning of 2023, Council directed staff, through the Office of the CAO, to bring forward a substantive report on a plan to implement a winter festival at Millennium Square, in collaboration with local businesses in Nautical Village to ensure their ideas and visions were represented.

Accordingly, staff conducted community consultation and engagement with local businesses in Nautical Village and proposed two new events which Council approved: Fall Fling and Winter Wonderland.

The event Winter Wonderland will take place on Saturday, December 2 and Saturday, December 9, 2023 and include a vendor's market, ice carving and sculptures on display, fire pits with s'mores, wagon rides, roaming characters and a signature public art light sculpture. The event will activate Millennium Square during December 2 and December 9; however, the signature public art will remain on site until January 31.

Budget

\$25,000 CAD including HST (maximum). This is the total amount available for the commission of this temporary public artwork. All related expenses of this 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 conservation plans
- Warranty
- Copyright, Intellectual Property and Moral Rights
- Payments to sub-contractors

Anticipated Schedule

It is expected that the commissioned artist(s) will comply with the project’s general timeline dates, as stated below:

Date*	Project Phase
April 10, 2023	Issue RFP
May 8, 2023	Submissions due
Week of May 17, 2023	Selected Artist notified Agreement is signed
June 2023	Exact site confirmation Technical Design Review
July to November 2023	Artwork fabrication
Week of November 27, 2023	Artwork Installation
December 2, 2023	Winter Wonderland Opening Ceremony and Event

*Schedule is subject to change

Technical Specifications

Design Considerations

1. This call is primarily targeting new work suitable for outdoor winter weather.
2. The work is to reflect the site, Nautical Village and the general holiday theme of the event – Winter Wonderland.
3. The work must have a light component that is suitable for outdoor damp locations.
4. The work is to be inclusive, engaging and create a feeling of joy.
5. The work may incorporate components; however, this should not add further to maintenance and durability.
6. Proposals must consider the local environment and weather conditions.

Technical Requirements

All proposals must meet the following criteria:

1. The work must be durable, and able to withstand unpredictable winter weather conditions and physical contact by the public for the duration of the installation.
2. There is a circuit monitoring at Millennium Square, however there is no overnight security in the space. Installations must be robust, and able to be installed in a public space. The artwork will be actively monitored with daily visual inspections conducted by City Staff, including weekends, as well as intermittent security patrols by the City's Security team.
3. Based on the proposal the work could be secured by tension cable or be bolted to the ground.
4. Artists will need to be willing to work with the project team on the technical set up, maintenance, storage and addressing safety concerns.
5. Installation should comply with safety and accessibility design standards where possible
6. Artist(s) must be able to set-up, and provide clear instructions for City staff to install/deinstall the work for future uses. City staff will be present during installation.
7. Selected artists will be expected to provide proof of general liability insurance while on site.

Selection Process

A public art jury comprised of city staff, practicing arts professionals, and community members will be established for the evaluation of the proposals. This is a one stage competition. **One artist will be awarded the commission.**

The Jury will recommend an artist or artistic team for the award of the commission based on the following criteria:

1. Artistic merit, including quality of work, originality, and artistic excellence in the field of outdoor temporary/permanent art.

2. Adhesion to location and expressed desire in this project; and,
3. Artist's demonstrated ability and proposal feasibility to meet the artwork goals and technical requirements, within the set timeline and budget.

The City of Pickering reserves the right to select and retain the artist deemed most appropriate for the project at its sole discretion.

Submission Requirements

Complete your RFP submission and email it in a single PDF. Please include:

1. **Artist statement:** describe your interest in this project and share your experience in the field. You can submit a written document (1-page max) or record an audio or video message (MP3 or MP4 file, max 20 MB).
2. **CV:** Professional resume (3-pages max). If submitting as a team, an individual resume should be submitted for each team member.
3. **Portfolio of past work:** Examples of relevant work. You may include multiple images per project on 1 page of a maximum to 10 projects (10-pages). Add title, year, scope and a short description.
4. **Artwork Design:**
 - a. concept sketch, photos, and other images/details as applicable along with proposed dimensions, materials, maintenance and storage plan.
5. **Proposed Budget and Delivery/Installation/Deinstallation Plan:** for artist fees, delivery and installation. Note, the work will become property of the City of Pickering after the installation.
6. **References:** A list of at least two professional references familiar with your work and working methods. The list must include name, title, complete e-mail addresses and telephone numbers.

Submissions must be sent by email to:

sbarakov@pickering.ca

Subject: Artist Proposal – Winter Wonderland

If the file exceeds 20 MB, artists are asked to use an external file share program. Incomplete submissions or submissions received after the deadline will not be juried.

The proposals may be used by the city of Pickering in meetings with stakeholders and staff.

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 its 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 its sole discretion, to determine the number of pre-qualified Artists or Artist Teams. The City reserves 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.

Same Material / Different Time

Millennium Square, Pickering, 2023

Request for Proposal

Studio Jordan Shaw

19A Hiawatha Rd. Toronto, ON. M4L 2X7

studio@jordanshaw.com

<http://jordanshaw.com>

1.647.299.5256

May 8th, 2023.

Artist Statement

Jordan Shaw is an artist and creative technologist raised and is currently based in Toronto, Canada. He grew up in Scarborough and received his MFA from OCAD University's Digital Futures program leading to his thesis being exhibited during Vector Festival at InterAccess. Before that, he completed his undergraduate degrees at Carleton University and Algonquin College, where his final installation was exhibited at ACM SIGGRAPH.

His work is related to exploring the hidden and unseen aspects of technology, the digital environment around us and how we exist within this hybrid world. The manifestation of this work tries to visualize the hidden interactions between people and technology, data collection and the digital systems that are trying to understand the physical world.

The themes in his work relate to exposing the hidden and unseen aspects of technology and the digital environment around us. The manifestation of this work tries to visualize the hidden interactions between people and technology, data collection and the digital systems trying to understand the physical world. An important factor in communicating these themes is that many topics are only sometimes physically tangible to the human senses. His work intends to creatively express the invisibility of modern-day techno-culture into a tangible, thought-provoking and experiential experience for the viewers and participants of his work. Connections within his artwork have also explored the relationships and impact technology has within our natural environments.

Jordan has exhibited internationally in Australia, Canada, Germany, Spain and the United States of America, along with several online exhibitions.

Jordan Shaw

19A Hiawatha Rd. Toronto, ON. Canada.

<http://jordanshaw.com> || c: 647 299 5256 || e: studio@jordanshaw.com

Solo Exhibitions

2022 - "Various Works", Toronto Machine Learning Summit. The Carlu (Canada)

2019 - "Canadian Abstracts", Vector Festival. Artscape Youngplace (Canada)

2019 - "Refactored Landscapes", #Hashtag Gallery (Canada)

Public Art

(2023) - "Trails". 24hr Summer Solstice (Caledon, Canada)

2023 - "[W]HOLE". Lumière, Ontario Place & Trillium Park (Ontario, Canada)

2020 - Vector Festival 2020 (Online is the new IRL), Festival platform and integrated conceptual artwork. Inter/Access (Online)

2019/20 - "Stella Polaris", Pre-Qualified Artwork Inventory. The Department of Canadian Heritage (National Capital Region, Canada)

2019 - "What We See", (Shortlisted). First Capital Realty Sculpture Competition. (Canada)

2018/9 - "Stella Polaris", Winter Light Exhibition, 2018. Ontario Place. (Toronto, Canada)

2018 - Holy Noir Tattoo. Toronto, Canada.

Group Exhibitions

(2023) - Various Works. Provocation Ideas Festival. (University of Toronto+TPL, Canada)

(2023) - Greetings. Square Foot Show, Blue Crow Gallery (Toronto, Canada)

2023 - "[W]HOLE". Lumière, Ontario Place & Trillium Park (Ontario, Canada)

2022 - Akin Winter Art Exhibition, Clark Centre for the Arts (Scarborough, Canada)

2021 - Various Video Works. Digital Kunst Festival (IDKF) (Stuttgart, Germany)

2020 - "Canadian Abstracts #2". DF OPEN Show, OCAD U (Canada)

2020 - "Untitled Generative". #tinycode, Medialab-Prado (Madrid, Spain)

2020 - Various Video Works. Digital Kunst Festival (IDKF) (Stuttgart, Germany / Online)

2020 - "Canadian Abstracts #2". Arts Electronica + .ART Global Gallery (Linz, Austria / Global / Online)

2020 - "Canadian Abstracts #2". Squeaky Wheel, 17th Annual Animation Fest, (Buffalo, NYC)

2020 - "Canadian Abstracts #2". Creative Code Showcase. (Online / NYC)

2020 - "We're all inside dreaming of each other and the open air". Vector Festival 2020 (Online Edition), InterAccess (Canada)

2019 - "The 21 Club", The Power Ball 21, 3D Animation w/ UNION Creative. The Power Plant (Canada)

2019 - "What We See", Shortlisted model. FCR Sculpture Competition. GradEx#104, OCAD U (Canada)

2019 - "2/40 min on 05/07/2017", I Blink my Eyes to Keep the Time. Beaver Hall. (Canada)

2019 - "Canadian Abstracts #8", Winter Emerging Exhibition, 2019, Gallery 1313. (Canada)

2018/19 - "Stella Polaris", Winter Light Exhibition, 2018. Ontario Place. (Toronto, Canada)

2018 - "2/40 min on 05/07/2017", Plexus Projects. (Brooklyn, USA)

2018 - "19 Seconds on April 4th, 2017", Salon of Inclusiveness 2018, Black Cat - Artspace (Canada)

2018 - "Canadian Abstracts", 4x4 ...and a Little More 2018, Hashtag Gallery (Canada)

2018 - "Intersections". UNION Creative Innovation Team. Nuit Blanche 2018 (Toronto, Canada)

2018 - "*All Eyes On You*". INFINITI x UNION Creative. Nuit Blanche 2018 Sponsor. Innovation Manager (Toronto, Canada)

2018 - "*Waldeinsamkeit*", Bombay Sapphire Artisan Series, Semi-Finalist. Artscape Sandbox. (Toronto, Canada)

2018 - "*Enhancer*". Colour: What Do You Mean By That?, Propeller Gallery (Canada)

2018 - "*Enhancer*". Come Up To My Room 2018, Gladstone Hotel (Canada)

2017 - "*Habitual Instinct*". Vector Festival, InterAccess (Canada)

2017 - "*Habitual Instinct*". GradEx#102, OCAD U (Canada)

2017 - "*Habitual Instinct*". Digital Futures Graduate Show, Open Gallery, OCAD U (Canada)

2017 - "*Creation By Error*". Digital Futures OPEN Show, OCAD U (Canada)

2016 - "*Parting Ways*", "*Everywhere*". The Salon of Inclusiveness III, Black Cat - Artspace (Canada)

2016 - "*Understory*", WayHome Music & Arts Festival (Canada)

2016 - "*Sentiment Cocoon*", Vivid Sydney (Australia)

2016 - "*CBC Holodeck*", OCAD U, Black Box Gallery (Canada)

2015 - "*Curious*", OCAD U Graduate Gallery Group Show (Canada)

2015 - "*Mirror Lake Refactored*", "*Jack Pine Refactored*", "*Pic Island Refactored*". The Salon of Inclusiveness II, Black Cat - Artspace (Canada)

2008 - "*EmoCapsule Interactive Art Installation*", ACM SIGGRAPH SpaceTime Student Competition (Runner-up) (USA)

Education

2015 - 2017: OCAD University, Toronto, Ontario. MFA, Digital Futures.

2004 - 2008: Carleton University, Ottawa, Ontario. Bachelor of Information Technology (BIT), majoring in Interactive Multimedia and Design (IMD).

2004 - 2008: Algonquin College, Ottawa, Ontario. Advanced College Diploma from the school of New Media & Design in Interactive Multimedia and Design (IMD).

Residencies / Fellowships

(2023) - CABINSCAPE Artist Fellowship Program. (Haliburton, Canada)

Publications

2020 - [p5.js 1.0 Contributors Zine](#) (Print & Online)

2020 - AI in plain English: [The impact of technology on the creation of new media artworks](#).

2020 - The Earth Issue, 004: [Refactored Landscapes](#). Print cancelled due to COVID-19. Online only. (London, UK).

2019 - A5 Magazine: [A5 Portfolio #33](#) (December). (London, UK).

2019 - TheSixHundred: [I Blink My Eyes to Keep the Time](#). Online and Print Publication for Artists and Writers.

2018 - Communication Arts, Advertising Annual. [Noise Cancelling Poster](#) (Advertising / Posters / Lifestyle)

2018 - Color: what do you mean by that? Propeller Gallery / Colour Research Society of Canada Exhibition Catalog.

2017 - [Habitual Instinct](#). Graduate Thesis. OCAD University. Digital Futures MFA. ([ResearchGate](#))

2016 - "The Marshmallow Challenge", "The Flâneur" [Creative Techniques Handbook](#) 2015 Digital Futures OCAD University.

Awards

2019 - Shopper Innovation Awards: [Silver In-store engagement. Upper Canada Mall: Market & Co. Food That](#)

Sings

2019 - FWA OF THE DAY: INFINITI QX50 — All Eyes On You.

2018 - Epica Awards: Silver. Creative Technology. Noisy Neighbour Poster.

2018 - The Advertising & Design Club of Canada: GOLD. Advertising. Out Of Home Enhanced. Single. Noisy Neighbour Poster.

2018 - Canadian Marketing Association Awards: Innovative Media for Consumer Services. Campaign: Noisy Neighbour Poster.

2017 - The Advertising & Design Club of Canada: Interactive Miscellaneous Merit for UNION Hats.

2017 - Best Exhibited Thesis Work. Digital Futures Thesis Examination Award.

2017 - Applied Arts: Agency Self-Promotion, Single + Experimental/Artistic for UNION Hats (agency self-promotion).

2016 - Best Niche Targeting (Silver), AToMiC Shift (Silver) for Mount Pleasant Group - Quitbit

2016 - Applied Arts: Interactive: Agency Self-Promotion, The Cannescellation

2015/16 - OCAD U Graduate Scholarship

2008 - SpaceTime ACM SIGGRAPH Student Competition (Runner-up). EmoCapsule Interactive Art Installation.

Grants

2020 - Toronto Arts Council TOArtist COVID Response Fund.

2019 - Industrial Research Assistance Program (IRAP) Accelerated Review Process (ARP) technical research grant for developing a volumetric video and 3d animation pipeline for Tendril Animation & Design.

2018 - Ontario Arts Council Exhibition Assistance Grant. Stella Polaris at Ontario Place's Winter Light Exhibition 2018.

2018 - OCADU, Center for Emerging Artists & Designers, Career Launchers Fund. *Intersections* at Nuit Blanche 2018.

2017 - Ontario Arts Council Exhibition Assistance Grant. *Enhancer* at Gladstone's Come Up To My Room 2018.

2015 - OCADU, "CBC Holodeck". Funded by The Centre for Innovation in Information Visualization and Data-Driven Design.

2015 - Fucked Up, Year of the Hare interactive music video. Funded by a MuchFACT grant.

Speaking / Teaching

(2023) - Training machines for autonomous interactive artworks. Toronto Machine Learning Summit.

2023 - How to get what you want out of AI generative images. A.I. Spotlight. FITC.

2023 - Panel Discussion with A.I. Spotlight. FITC.

2022 - Tips & Tricks for Intentional Text-to-Image Generation, Toronto Machine Learning Summit.

2021 - InterArtsMatrix - Sandbox Sessions, Machine Learning Workshop.

2020 - Artist Panel and Q&A, 17th Annual Animation Fest, (Buffalo, NYC)

2020 - The Virtual and the Viral: Digital Arts Practices. Artist Panel, Vector Festival 2020.

2019 - Digital Art: The Next Great Leap. Panel Discussion, LUMAS Canada.

2019 - Medal jury member for OCAD University Digital Futures Undergraduate program.

2016 - P5.js Programming Generative Art Workshop, GenArtHackParty

Selected Press

2020 - e-flux: Vector Festival 2020

2020 - Canadian Arts: Vector Festival 2020

2020 - Now Toronto: [The best summer 2020 events in Toronto](#)

2020 - InterAccess: [Vector Festival 2020 | Program Highlights](#)

2020 - Akimbo: [Vector Festival 2020: Online Edition](#)

2020 - Format.com: [Multidisciplinary Art](#)

2019 - InterAccess: [Canadian Abstracts | GIF](#)

2019 - Akimbo: [Vector Festival 2019. Speculative Ecologies: Media Art at the Anthropocenic Precipice](#)

2019 - e-flux: [Vector Festival 2019. Speculative Ecologies: Media Art at the Anthropocenic Precipice](#)

2019 - Strategy Online: [SIA Awards: Sensorial stunts](#)

2019 - intel Real Sense: [Making Magic – Art and technology working together](#)

2019 - ADWEEK: [Organization Is Giving Toronto Students the LGBTQ Sex Education That Conservative Policies Took Away](#)

2019 - Strategy Online: [Get Real's code for inclusivity](#)

2018 - OCAD U: [DF Grad Alumnus \(MFA 2017\), @Jshaw3, exhibits: "Stella Polaris" @OntarioPlace Winter Light Exhibition 18'](#)

2018 - CBC Toronto: ["Ontario Place' Winter Light Festival Opening Weekend"](#)

2018 - BlogTo: ["Here's what the winter lights festival at Ontario Place looks like"](#)

2018 - Strategy Online: ["Market & Co. engages shoppers with music"](#)

2018 - Strategy Online: ["Union puts its tech talent on display"](#)

2018 - OCAD U Career Launchers: ["2018 Nuit Blanche Independent Project"](#)

2018 - OCAD University: ["CAREER LAUNCHER PROJECTS ON VIEW ALL NIGHT AT NUIT BLANCHE 2018"](#)

2018 - OCAD U Graduate Studies: ["Digital Futures Grad Alumni Jordan Shaw \(MFA, 2018\) & Marcelo Luft \(MDes, 2018\) to exhibit "@Intersectionsto" @nuitblancheTO"](#)

2018 - Toronto Financial District BIA: ["Navigating Nuit Blanche 2018"](#)

2018 - Breakfast Television Toronto: ["Sneak peek of Gladstone Hotel's Art and Design Exhibition"](#)

2018 - Now Magazine: ["The 10 best design events happening in Toronto this weekend"](#)

2018 - Gladstone Hotel: ["4 Anticipated #CUTMR2018 Projects To Look Out For"](#)

2017 - Canadian Art: ["Must-Sees This Week: July 13 to 19, 2017"](#)

2017 - BlogTO. Listed as #4: ["41 artists to watch from the OCADU graduation exhibition"](#)

2016 - Marketing Mag: ["UNION Adds a Musical twist to its 4th Anniversary"](#)

2015 - Pitchfork: ["Fucked Up Year of the Hare EP"](#)

2015 - Exclaim.ca: ["Year of the Hare \(interactive video\)"](#)

2015 - The Creators Project: [Surreal 3D Video Game Puts an Architectural Spin on the Exquisite Corpse](#)

2015 - Prosthetic Knowledge: [Exquisite City](#)

2015 - Strategy Online: [Relief for the Cannes-nots among us](#)

2015 - Creativity Online (AdAge): [Not at Cannes? This Twitter Cannes Blocker Might Make You Feel Better](#)

2011 - BlogTO: [Doors Open 2011 mobile apps](#)

2011 - Torontoist: [Extra, Extra: People Against the Quarry, Apps for the City](#)

2008 - [SpaceTime Student Competition & Exhibition Catalog \(EmoCapsule\)](#)

Collections

Private Collections

Previous Projects

[W]HOLE



[W]HOLE, 2023. Trillium Park, Toronto.
Artist, Fabricator, Installer, 3d Modeller, Software & LED lighting developer.

[W]HOLE is an analog interactive light installation that invites participants to explore the physicality of their surroundings and discover the hidden symbolism within the installation using Anamorphic Perspective. The hidden symbol is representative of the Zodiac

Chart, which is also referred to as The Circle of Life. During Lumière, Spring Equinox is also the start of the astrological New Year. The Astrological New Year starts with the Aries season and a new moon during March 2023.

The interactive component is created through a method called Analog Interactivity, where the installation is static and it's the movement of the viewer around the installation that brings the piece to life. The participant will discover the secret symbol through this movement to find a specific perspective. The lighting design for [W]HOLE uses a Quartz Real Time Clock to communicate time through different lenses visually. Different light patterns are used to display the countdown to Spring Equinox and Summer Solstice. It also rotates through generative light patterns that communicate the current, present time.

[W]HOLE aims to change the traditional role of the individual when interacting with technology by creating an interactive sculpture that allows the participant to create their own experience using anamorphic perspective.



Intersections



Intersections, 2019. Nuit Blanche, Toronto.
Artist, Installer, Software and Projection mapping developer.
In collaboration with Union Creative Innovation.

Intersections is an interactive data-driven installation that questions: What is a map of Toronto? Might it unite us rather than divide us?

Participants are invited to pinpoint three places in Toronto that are important to them. Those intersections join other people's in a painterly vision of a map that reflects not what separates us, but what connects us and essentially blurs the lines between neighbourhoods and neighbours.

The visualization projected within the atrium evolves with real-time data as a manifestation of the city's shared connections, vibrant movement and interwoven activities that intersect and transcend preconceived boundaries.

Intersections considers our experience of an ever-present stratification of the city. Can we find solace in knowing that we may be more connected than we thought, through the places we go and the paths we cross?

Stella Polaris



Stella Polaris, 2019. Ontario Place.
Artist, Fabricator, Installer, Software & LED lighting developer.



Stella Polaris, 2018. Ontario Place.

Stella Polaris, Latin for The North Star is an interactive light installation that allows visitors to participate in creating an ambient experience by influencing their surroundings through movement and positioning. Inspired by the navigation of our paths throughout history, *Stella Polaris* connects bygone and present knowledge with modern technologies.

First Capital Reality Short-Listed Anamorphic Public Art Proposal



What we see, 2019. First Capital Realty (Shortlisted)
Artist, Fabricator, Installer, 3d Modeller.

Habitual Instinct



Habitual Instinct, 2017. Open Gallery.

Artist, Fabricator, Installer, 3D Modeller, Software & Robotic Developer.

Habitual Instinct challenges the predefined expectations participants hold with their relationship to technology and data by exposing anthropomorphic projections onto autonomous systems. The role Habitual Instinct has with its participants is to instigate questions and continual discussion after participants leave the installation and interact with technology in their day-to-day activities. Recurring themes that materialize during interaction with the artwork include : challenging the status quo on how technology acknowledges and responds to interactions; autonomous systems and “alien agency”; digital data collection; connection between the self and digital representation through data and visual communication; and data transparency and user privacy. By creating a speculative



scenario that is counter-intuitive to everyday experience with interactive technology, the installation helps participants identify the themes and behaviours that have become habitual, by acknowledging the affect surrounding their experience and potential feelings. Through these interactions the piece aims to promote an open discussion about the future of data, privacy, autonomous systems, control and the power structure between society and corporate or governmental interest.

Enhancer



Enhancer, 2018. Gladstone Hotel.

Artist, Fabricator, Installer, 3D Modeller, Software, LED and Robotic developer.

Enhancer is a data chandelier that is a continuation of Jordan's work exploring the concept of how technology can go unnoticed, and yet how it can alter our surroundings, influence how we perceive our environment and alter how we behave and interact both our physical and virtual environment. The project consists of an interactive chandelier that is continuously scanning its environment with sensors determining what has changed in its vicinity. Each of the 30 sensing objects are equipped with two RGB LEDs which visually physicalize the data that is being collected by the sweeping sensors as they read the distance from the sensor to the nearest object in front of the sensor at a particular degree.

Based on the movement of the participants in the room Enhancer recognizes their position and in real-time reflects this data through the LEDs. This light emission is the direct manifestation of the technologically smart chandelier's perception of the presence and movement of visitors at CUTMR. The lights are a physical representation of the data collected through the chandeliers sensors trying to foster the discussion of presentness and one's awareness of their influence in a public space. This realization could be interpreted as their influence on other humans in the room, but it can also be associated with the visitor's awareness of surveillance systems and physical data collection infrastructure that is being installed in public spaces. The goal of the piece is to try and physicalize the perception of technological devices that are trying to make sense of their immediate environment. Also, it is to try and concretize the intangible data collection of a particular space into an understandable and relatable representation.

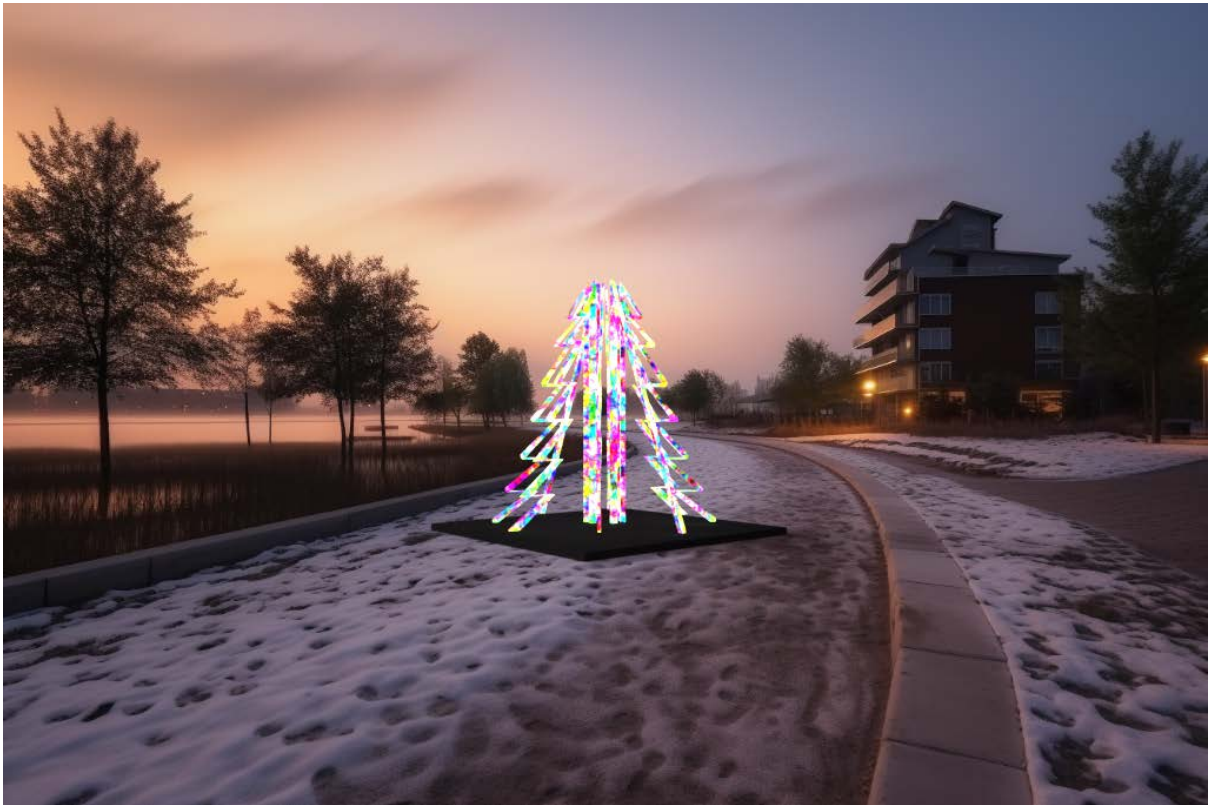
Holy Noir



Holy Noir, 2018. Holy Noir Tattoo Shop.
Artist, Fabricator, Installer, 3D Modeller, LED Designer.

Holy Noir is a permanent light installation done for the Holy Noir Tattoo Shop. The piece was designed and installed by working with the clients on to come up with a visual aesthetic that met their needs. The lighting design, fabrication and installation was done by the artist.

Artwork Design



The proposed artwork that I am submitting is titled *Same Material / Different Time*. Not only does this offer a unique artistic and location-based opportunity it would also be a meaningful personal project. I grew up in Rouge Hill and am very familiar with the West Rouge and Pickering waterfront trail. I've spent many hours over the years biking between the two communities and spending time along the waterfront since childhood.

Artwork Intro

The symbolism and references to the sailing and nautical community as well as the holiday season with Christmas trees, are further interconnected by Millennium Square's proximity to the Rouge River and valley. This region connects the symbolism of the sail and coniferous tree through a history of logging in the 1800s where "... European pioneers logged many of the area's tall, straight white pines as a source of lumber for ship masts. Logs were floated down the river to Lake Ontario and eventually sent to shipbuilding yards in Europe." [[Parks Canada](#)]. Through an anamorphic perspective, viewers will be able to experience the transformation of trees into sails connecting the area's history to the present. Further tying these shapes into the holiday theme is that each structure of the installation will be inlaid with addressable LEDs and animated with custom software to resemble the twinkling of Christmas Tree lights.

Artwork Description

This artwork is a continuation of the artist's work exploring the possibilities of analogue interactivity, anamorphic perspective and light. The artwork will bridge the neighbourhood's nautical aesthetics and history with the festive holidays through the historical association with the area's connection to natural resources like wood and water and their associated activities such as logging and sailing.

The anamorphic perspective will be accessible by circling and moving around the artwork. As a visitor moves around and explores the circumference of the piece, the different pieces that make up the sculpture will align, creating the various outlined shapes and transitions between the symbolism of a sail and a coniferous (Christmas) Tree

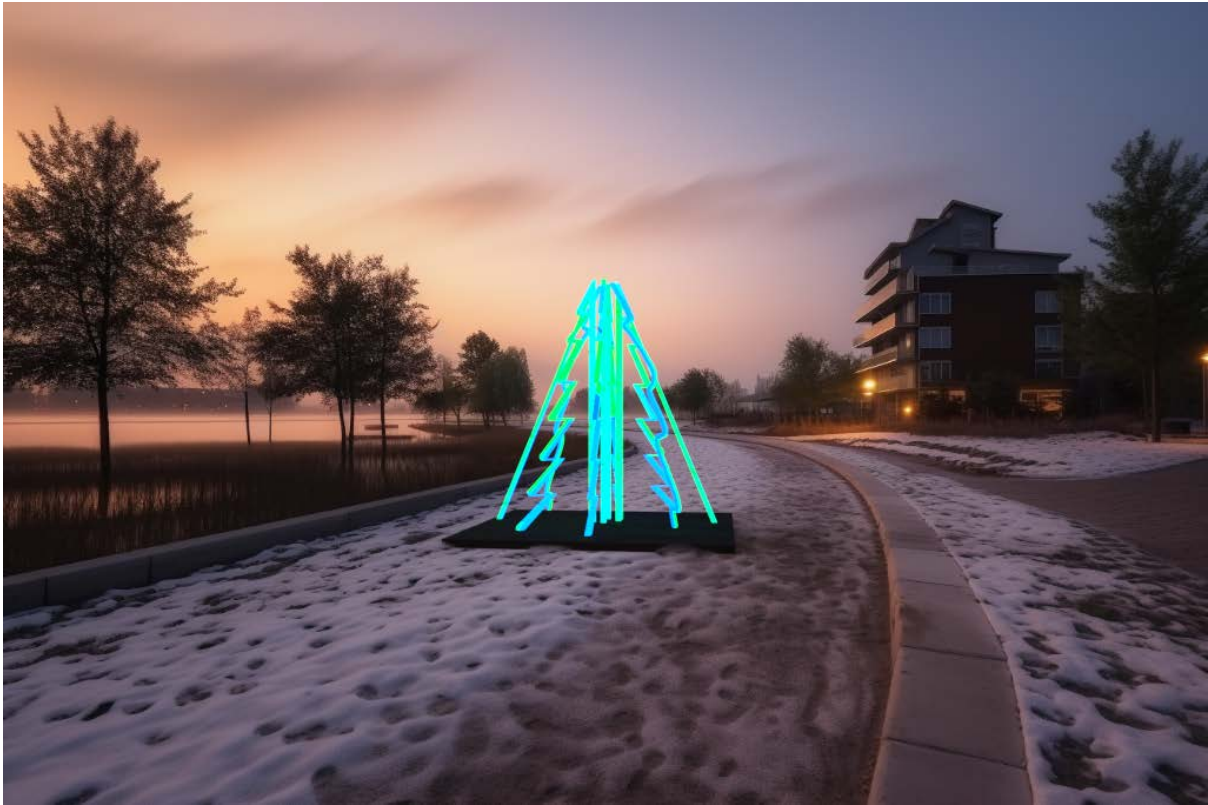
Same Material / Different Time is an analog interactive light installation that invites participants to explore the physicality of their surroundings and experience the transformation of a tree to a sail using a technique called anamorphic projection.

Anamorphic perspective is “a distorted projection requiring the viewer to occupy a specific vantage point, [...] to view a recognizable image” shape or symbol. [ref. Wikipedia: “Anamorphic Perspective”]. The interactive component is created through a method called Analog Interactivity, a term coined by the artist. The idea is that the installation is static, and through the use of anamorphic perspective, the interactivity is generated by the viewer's movement and changes of perspective around the installation. Through this movement, the participant will discover and reveal unique new forms around the artwork. *Same Material / Different Time* seeks to promote exploration and discovery by sparking moments of curiosity. After three years of a global pandemic where much of socialization has been mediated through computers and social media, *Same Material / Different Time* aims to change the traditional role of the individual when interacting with technology by creating an interactive sculpture that allows the viewer/participant to own their own experience with the artwork. Through this, the participant can rediscover their relationship to the physical world and reconnect with the tangibility of the physical world, as they reflect on their use of technology during the pandemic and what lies ahead post-pandemic.

Same Material / Different Time aims to change the traditional role of the individual when interacting with technology by creating an interactive sculpture that allows the viewer/participant to own their own experience with the artwork through an anamorphic perspective. Through this, the participant can rediscover their relationship to the physical world and reconnect with the tangibility of the physical world as they reflect on their use of technology during the pandemic and what lies ahead post-pandemic.

Artwork Lighting Description

The lighting of the artwork will be done using individually addressable LED silicon strips that are inlaid along the outer edge of the sculptures. Given the time period of the artwork fabrication period, comprehensive prototyping will be done to ensure that 1-2 cm of the silicon LED channelling will protrude above the sculptural edge. This will make sure that the lighting will be visible from all angles, light up the surrounding areas and create an engaging light sculpture.



Given the physical transition between the physical form of a sail to the outline of a coniferous tree, the lighting will also play into this relationship. There will be a couple of different lighting states that the artwork will rotate through. These lighting states will include:

- The vertical strips will light and twinkle like a traditional Christmas tree with an RGB colour palette.
- The lighting will twinkle with all-white lighting.
- The lighting will be constantly on all, with white light.
- The lighting will vertically transition from the sail's physical shape using white lights to the Christmas tree with RGB lighting, and the in-between steps will be a gradient / fade lighting.
- The lights will fade and rotate in a gentle, relaxing direction gradiented from RGB to white lights
- The lights will fade and animate in a gentle vertical animation gradient from RGB to white lights

These lighting patterns will transition between each other to engage the visitors and participants to hopefully invite them to explore more around the square and surrounding environment.

Artwork Interactivity and Engagement

Same Material / Different Time aims to facilitate opportunities of exploration and discovery by sparking moments of curiosity. Coming out of three years of a global pandemic where much of experiences socialization have been highly mediated through computers and (social) media companies, *Same Material / Different Time*, tries to flip the traditional role of the individual when interacting with technology by the sculpture being interactively analogue and the viewer/participant mediates their interactive experience with the artwork. By doing so, the participant has the opportunity to rediscover their relationship to the physical world through a journey connected by memories of their technological use during the pandemic, refamiliarizing themselves with the tangibility of the physical world, and thoughts of what's next post-pandemic.

Artwork connection to existing work

Same Material / Different Time connects to and is significant to the artist's practice in a few ways. During the pandemic, the artist had to re-evaluate his relationship to technology, his artwork and how his art connects with people. This has pushed the artist to explore how and even if “interactive” technology plays a role in his work. Having spent the better part of the past three years in a pandemic with quarantines, lockdowns and social distancing... all of which were made bearable through the use of social technology platforms, these platforms also ran into trouble during this time due to their questionable privacy practices and unprecedented influence on political and social climates. Coming out of this phase of global history, the artist wanted to create an interactive artwork that used technology in a minimal way compared to previous pieces and gave control back to participants, where they could dictate their own experience with the artwork — hence the idea around analog interactivity.

There will be 6-8 pole-like structures raising from a single base, some of which will symbolize a sail's outline from a boat while others will be more similar to the outline of a coniferous tree. Each of these structures will be light on its outer edges using silicon tubing and channelling for exterior LED lighting.

As the visitors to *Millennium Square* enter and move through the park their own agency throughout the park will allow them to discover and experience different perspectives, alignments and perspectives of the artwork.

Additional artwork design considerations:

- *The work must be durable, and able to withstand unpredictable winter weather conditions and physical contact by the public for the duration of the installation.*
- *There is a circuit monitoring at Millennium Square, however there is no overnight security in the space. Installations must be robust, and able to be installed in a public space. The artwork will be actively monitored with daily visual inspections conducted by City Staff, including weekends, as well as intermittent security patrols by the City's Security team.*
 - The artwork will be designed to be as a deterrent to vandalism as possible.
 - All electronics and items of value will be secured and locked under the main sculpture base
 - The sculpture itself will only be able to be dismantled from under the base.
 - By the out-of-reach mentality, connectors will also be either under the main base or require a ladder to reach.
- *Based on the proposal, the work could be secured by tension cable or be bolted to the ground.*
 - The weight and scale of the installation will help be a deterrent. But also the base will be secured via bolts to the ground.
- *Artists will need to be willing to work with the project team on the technical setup, maintenance, storage and addressing safety concerns.*
 - I have a good track record of collaborating with project teams, curators and fabrication technicians.
- *Installation should comply with safety and accessibility design standards where possible*
 - I currently have exhibition experience displaying, installing, maintaining, and striking interactive artwork within public spaces. Attention will be given to this, including:
 - During installation/strike, safety barricades will be placed around the work site.
 - Proper safety equipment will be used during the artwork's fabrication and installation/striking.
- *Artist(s) must be able to set-up, and provide clear instructions for City staff to install/deinstall the work for future uses. City staff will be present during installation.*
 - A full document for installing, striking and striking, storage and maintenance will be provided to the City.
 - This document will include photographs to help with the instructions.
- *Selected artists will be expected to provide proof of general liability insurance while on site.*
 - I currently hold general liability insurance for my art studio up to \$2,000,000. This can be provided at any point.
 - If required, I can up that amount if needed per the city's request.

Artwork self-sufficiency

- All electronics are housed in a weather/waterproof container (Pelecon case)
- Artwork is on a timer to turn on/off at a time collaboratively decided on between the artist and city. As an example, dusk to dawn.
- The electronics use an RTC (Real time clock to ensure there are no time deficiencies when the work is powered off)
- The outlet has a timer to turn the artwork's main power on and off during the required time.
- The electronics could be set to auto-restart every 30-60 minutes when the main timer is turned on. This ensures that there's no software or hardware bug that surfaces after being turned on for 8-14 hours. This isn't necessarily required and can be discussed between the artist and the city.
- All of this is locked within the main base.

Weather + Environment Considerations

- From my experience participating in Lumiere and Winter Light Exhibition, I've learned how to create artwork capable of withstanding various weather conditions. During these two exhibitions, my artwork had to withstand the following:
 - Temperatures between -20 to +20 degrees
 - Snow and rain storms
 - Ice storms that covered the whole artwork in a sheet of ice
 - Wind storms reaching 60-80km/hr
- Sturdy materials will be selected to withstand high winds and any public tampering
- The installation is designed to allow air/wind flow through the installation to minimize the chances of it blowing over.
- The central base protects the artwork's electronics and power but also weighs it down in high winds.

Proposed Dimensions

- The whole installation fits on a single unified base
- The base secures the whole installation to the ground (bolted), but it also ensures sufficient weight to hold the sculpture down
- 12' W x 12' L x 15' H
- Being familiar with the space, the artwork is designed considering how people use the space and their movement around and throughout the square.

Materials

- Custom software
- Custom Hardware
- Wood
- Metal
- Silicon
- LEDs

Maintenance

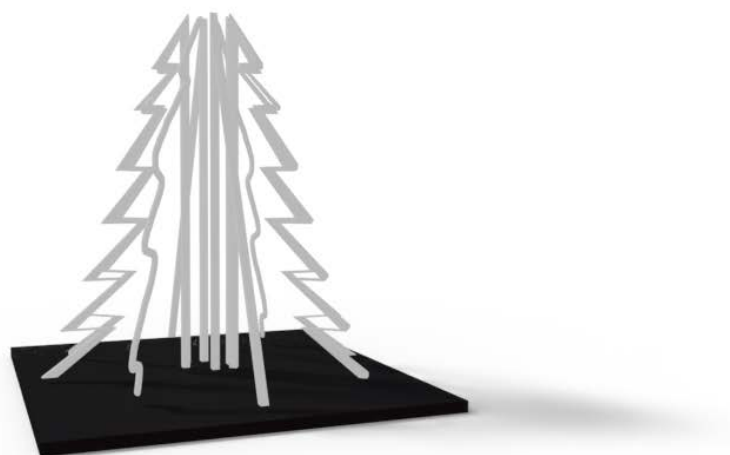
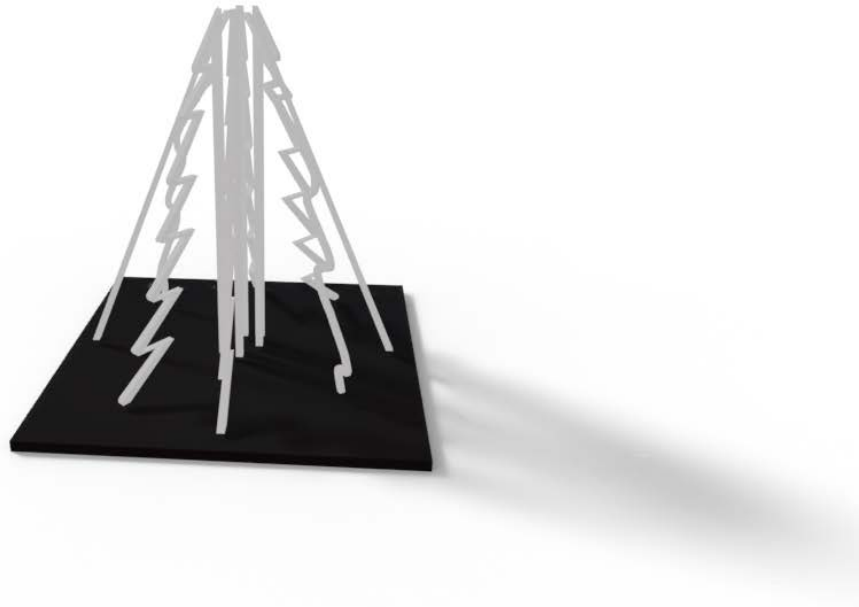
- The artwork will be designed and fabricated using modular and interchangeable parts.
- All electronics and lighting will be connected using IP67 waterproof connectors so any part can be easily unscrewed and fixed or replaced
- Extra parts will be procured in case of replacements are needed. These could include
 - Microcontroller
 - Sensors
 - Waterproof LED strips
 - Power Supply
- The artist will be responsible for maintaining or fixing any malfunctions during the 3-year period.
- After three years, the artist will provide the City of Pickering with the extra materials for replacement, documentation and maintenance/upkeep documents as part of the acquisition of the artwork. After the 3 years, the artist will also be available to answer any questions and support in various capacities decided at that time to maintain the artwork.

Storage Plan

- During the off sessions, the artwork will be dismantled and able to be stored in a medium-sized storage unit or outdoors if properly covered from the elements. This will be outlined in the artist's artwork documentation handoff.
- As mentioned above, the sculpture will be designed and fabricated in a modular way so that it will be easily maintained OR dismantled for summer storage and re-installed the next holiday season.

Additional Renders

The below renders are examples of different perspective viewing the proposed artwork.





Budget

Item	Amount
Artist fees (15%)	\$3,318.58
Programming (Software development for lighting) <ul style="list-style-type: none"> • ~60 hours • Custom LED visual and timing 	\$2,000.00
Electronics + Software <ul style="list-style-type: none"> • Computer to run LED control software • Artnet/DMX controller • LED • Timers 	\$1,500.00
Lighting Materials <ul style="list-style-type: none"> • Waterproof LEDs • LED waterproof wiring and connectors • Power supplies 	\$1,500.00
Fabrication <ul style="list-style-type: none"> • Fabrication costs for metal work and installation anamorphic shapes 	\$8,305.31
Material <ul style="list-style-type: none"> • Wood for base • Metal frame and anamorphic shapes • Custom fasteners for shapes to be mounted to the base 	\$3,000.00
Delivery <ul style="list-style-type: none"> • Truck rental • Gas • Paying assistance for install 	\$750.00
Strike/deinstall <ul style="list-style-type: none"> • Truck rental • Gas • Paying assistance for install 	\$750.00
Contingency	\$1,000.00
Sub-Total	\$22,123.89
Tax (HST 13%)	\$2,876.11
Total	\$25,000.00

Timeline

Date	Project Phase
Week of May 17, 2023	<ul style="list-style-type: none"> ● Selected Artist notified ● Agreement is signed
June 2023	<ul style="list-style-type: none"> ● Exact site confirmation ● A site survey will be done by the artist ● 3D render created by the artist using Rhino 3D ● Technical Design Review
July to November 2023	<p>Artwork fabrication</p> <p>Phase 1</p> <ul style="list-style-type: none"> ● Material Sourcing ● Material Ordering ● Prototyping final shapes and form factors <p>Phase 2</p> <ul style="list-style-type: none"> ● Complete final 3d render of artwork to specifications of a fabricator ● Fabrication begins <p>Phase 3</p> <ul style="list-style-type: none"> ● Software development begins ● LED programming and schematics begin <p>Phase 4</p> <ul style="list-style-type: none"> ● Software development begins ● LED programming and schematics begin <p>Phase 5</p> <ul style="list-style-type: none"> ● Pick up fabrication pieces and assemble the artwork offsite ● Test and debug the artwork ● Leave running indoors for long periods of time to “stress test” lighting and all of its self-timers, restarts etc. <p>Phase 6</p> <ul style="list-style-type: none"> ● Contingency time to debug any software or lighting bugs. <p>Phase 7</p> <ul style="list-style-type: none"> ● Dismantle and prepare for final installation.

Week of November 27, 2023	<p>Artwork Installation</p> <p>The artwork will be fabricated in a modular fashion off-site. This will allow for proper testing and debugging of the installation before the site's final installation.</p> <p>Because of its modularity, it will be able to be disassembled and relocated onsite in a 15' truck (maximum).</p> <p>Installation will require truck access to the location, the installation site will be sectioned off for safety.</p> <p>The artwork will be installed on-site by the artist and the fabrication team, which will consist of 1-2 additional assistants.</p>
December 2, 2023	Winter Wonderland Opening Ceremony and Event
Mid-January, 2024	<p>The artist will provide full documentation for the artwork. This will include the following:</p> <ul style="list-style-type: none"> • A full list of materials and parts • Instructions and images documenting how to assemble and install the artwork along with disassembling and uninstalling the artwork. • Recommendations for storing the artwork for the following year.
January 2024	<p>Artwork uninstalled and put into storage.</p> <p>The artwork</p>
Late December, 2024	Artwork installed for Winter Wonderland Opening (2024)
December 2, 2024	Winter Wonderland Opening Ceremony and Event
January 2025	Artwork uninstalled and put into storage
Late December, 2025	Artwork installed for Winter Wonderland Opening (2025)

December 2, 2025	Winter Wonderland Opening Ceremony and Event
January 2025	Artwork uninstalled and put into storage

References

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