

expression of interest



ballina cbd roundabout public art artist brief

stage one: expression of interest

closing date: 2 may 2016



ballina
shire council

40 cherry street • po box 450 • ballina nsw 2478
t 02 6686 4444 • f 02 6686 7035 • e council@ballina.nsw.gov.au

ballina.nsw.gov.au

BACKGROUND

Council is seeking to commission public art works for two new traffic roundabout sites located in Ballina's central business district (CBD).

Ballina Shire is located within the Northern Rivers region of New South Wales. The Ballina CBD sits on the banks of the Richmond River and is part of the traditional Country of the Bundjalung people. Council acknowledges our community's strong cultural and historic ties to the land, the quality of the shire's natural and environmental attributes and the strength and diversity of the region's artistic community.

These values are recognised and embodied in Council's Community Strategic Plan and Ballina Shire's Cultural Plan Our Community: Our Cultural 2014 - 2020. The cultural vision for Ballina Shire "Our culture reflects us, is shaped by and for us" stems from what the community has said it values and wants concerning current and future cultural activity across the Shire.

These documents underpin Council's desire to grow and improve Ballina's cultural assets and support the provision of public art in prominent locations within the shire.

The objectives of Council's public art policy are to:

- encourage the provision of innovative items of public art in key locations which identify and reinforce the shire's cultural identity, community values and create a strong sense of place
- promote artistic expression by providing opportunities for artists, designers and local community groups/organisations/individuals to showcase quality artworks
- reinforce Council's commitment of ensuring that public art is a valued and legitimate means of embellishing the shire's key public spaces.

These CBD roundabout artworks will represent an important contribution to Ballina Shire's public art portfolio. This briefing document has been presented and endorsed by the Ballina Shire Council's Public Art Advisory Panel.



Detail: Saltwater Women Art Group, 2014, Council Administration Building Foyer, Ballina

INVITATION TO ARTISTS

The Ballina Shire Council invites suitability experienced artists to submit an Expression of Interest (EOI) for a site-specific public artwork for one or both of two identified traffic roundabout sites in the Ballina CBD. The process for commissioning an artist or artists for this project is comprised of three stages.

1. Expression of interest

This Expression of Interest (EOI) is the first stage of the process. At this stage only preliminary concept proposals are required and no fees will be paid to artists for submitting an expression of interest. To register your EOI for one or both of the sites, please refer to the list of submissions requirements outlined under Submission Requirements - Stage One (page 14). Council will compile a shortlist of artists from this stage to invite to progress to Stage 2.

2. Shortlisted artists

Shortlisted artists will be required to submit a more detailed submission, which will include resolved artwork/s concepts for one or both of the sites, a detailed budget, methodology, timelines, materials, dimensions, installation procedures and maintenance guidelines (please see Attachment 6 for more detail regarding Stage 2).

Up to five artists will be shortlisted for Stage 2 of the EOI process. All short-listed artists will be required to present their concept/s in

person to the selection panel.

A concept proposal fee of \$500 will be paid to shortlisted artists to assist with the development of concepts. No additional payments will be made for travel or accommodation expenses.

No correspondence will be entered into regarding an unsuccessful submission.

3. Artist commission

At this point it will be decided if one artist or artist team will be commissioned to install an artwork for both sites or if two separate artists will be commissioned (one for each site). An artwork commissioning contract will be provided to the artist for the design, fabrication and installation of the artwork. The budget allocated to each of these sites is \$15,000 (excluding GST).

This document provides information relevant to the first stage of this process the EOI.

Detail: Someone's Always Watching You, Digby Moran, 2013, integrated architectural elements of Woolworths building, River Street Ballina

THE SITES

location and context

Two sites have been identified for this exciting public art opportunity. Site 1 is the traffic roundabout at the intersection of Cherry and Tamar Streets. Site 2 is the traffic roundabout on Fawcett and Moon Streets. Both sites are located in the Ballina CBD.

The CBD is the original retail and commercial centre in the shire and comprises an elongated commercial core area focussed upon River Street. The centre is characterised by a mixture of land uses including civic, allied health, financial services, professional services (offices) and other commercial land uses focussed around traditional high-street retail and key anchors including Woolworths. The town centre is central to the retail hierarchy in Ballina and is characterised by a restaurant/café, retail and professional services focussed main street (River Street), with professional services dominating business activity in Tamar Street to the north. Multi storey residential and tourist accommodation buildings (some with commercial tenancies at ground floor) are

located along the riverfront.

Both Cherry Street and Moon Street lead to the Richmond River foreshore which provides a unique natural backdrop to the Ballina CBD. The history of the development of Ballina CBD has had a strong influence on the existing structure and orientation of the commercial area and its relationship with the Richmond River (see Attachment 5).

Significant buildings in close proximity to Site 1: Cherry/Tamar Street roundabout include the Northern Rivers Community Gallery and the Ballina Shire Council Customer Service Centre.

Significant buildings and features in close proximity to Site 2: Moon/Fawcett Street roundabout include Fawcett Park, Captain Cook Park, the Richmond River and the former Bank of NSW building.



Toothy, Joe Stark, 2004, recycled stainless steel, Fawcett Park, Ballina

site constraints

The following site constraints are important in developing preliminary concept ideas for the artworks.

- The roundabout sites occur on two of the CBD's main streets. Artwork/s may be required to conform to certain guidelines. If selected, artists will be expected to work with Council staff during the design development phase to ensure the artwork/s complies with relevant requirements.
- The artwork/s will need to be designed so as not to pose a significant distraction or a physical obstruction to traffic movement or the sightlines of road users.
- Consideration should be given to ensuring public safety and reducing potential risks given the sites are in high traffic areas.
- Council has a number of procedures in place to assist with systematically managing workplace safety. All artists undertaking work for Council must be prepared to abide by these procedures at all times. Failure to comply with the relevant procedures may result in the artist being unable to continue on the project.

- Electricity and water are not available at Site 1: Cherry/Tamar Street roundabout.
- Electricity is available at Site 2: Moon/Fawcett Street roundabout, however water is not.

Detail: Regatta, Suvira McDonald, 2009, Stainless Steel, Building Foyer, 37 Cherry Street, Ballina



Site 1 Cherry Street and Tamar Street roundabout, Ballina



Site 1 looking south down Cherry Street towards the River



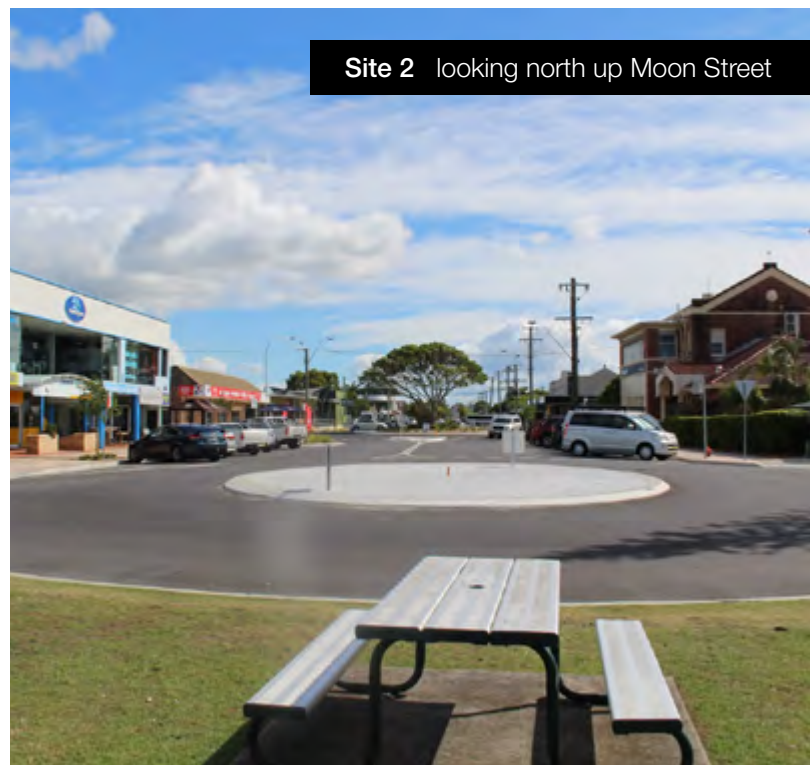
Site 1 looking south down Cherry Street towards the River



Site 2 Moon Street and Fawcett Street roundabout, Ballina



Site 2 looking south down Moon Street towards the River



Site 2 looking north up Moon Street

target audience

As the CBD is used by a wide variety of people including shoppers, office workers, students, families and holiday makers, the artworks should be appealing to a wide variety of audiences.

ambience

Master planning for the CBD and foreshore areas specify the importance of new features such as public art in assisting to promote the sense of place and civic identity of Ballina and enhancing and enriching the visual appearance of CBD overall. Both of these roundabouts are on streets that lead to the Richmond River, an important cultural icon for the town of Ballina. As such the artwork/s should not impede views to the River and if possible work to strengthen the CBD's connection to this important cultural and environmental element of the town's character.

The two identified roundabout sites are in prominent locations in the CBD. Site 1 is the roundabout at the Tamar/Cherry Street intersections. Site 2 is the roundabout at the Fawcett Street/Moon Street intersections. As such the artwork/s should be of a significant

scale to act as a visual focal point for motorists, cyclists and pedestrians using the CBD, yet not be too distracting for those using the roundabout (see design considerations below)

The long term success of the artwork will be based on its ability to creatively interpret the identity of its place, people and the integration of the artwork within the site.

materials

Consideration should be given to the durability of the artwork/s in these exposed coastal locations that are subject to high winds, salt water and high UV. Consideration should also be given to reducing the risk of the artwork to vandalism.

As access to both the sites will be limited thought should be given to the maintenance and cleaning issues.

A list of material specifications is provided in Attachment 1 as a guide to the types of materials that could be suitable for this of project.

A materials and maintenance schedule will be required from shortlisted applicants in Stage 2 of the process.



Council has items that have cultural significance to the area and are available to be incorporated into proposals for these sites. These items are several bridge timbers from the old Teven Bridges and an old Council horse drawn grader. If planned for use, rendering these materials safe for inclusion in an artwork proposal will need to be provided for within the specified budget (see Attachment 2 for more information regarding these materials).

design considerations

The area available for a public artwork on Site 1: Cherry/Tamar Street roundabout is the central island which has a seven (7) metre diameter. This is currently capped with a 50mm temporary concrete layer. Beneath this temporary layer is a 250mm layer of crusher dust over an existing concrete road (see Attachment 4A). This should be taken into consideration when designing footings or fixings to secure the artwork. Electricity and water is not available at this site to be utilised in the artwork, however Council is open to consider alternatives such as solar power and battery

storage should power be required as part of the installation. Any lighting however will need to be designed to ensure this is not a hazard for drivers. Any additional site preparation work and the surface finishing as well as the associated costs will need to be clearly outlined in the concept proposal (Stage 2).

The area available for a public artwork on Site 2: Moon/Fawcett Street roundabout is the central island which has a seven (7) metre diameter. This is currently capped with a 50mm temporary concrete layer. Beneath this temporary layer is a 100mm layer of crusher dust over a gravel pavement (see Attachment 4B). This should be taken into consideration when designing footings and fixtures to secure the artwork. Electricity is available for connection to this site, however water is not. Any lighting however will need to be designed to ensure this is not a hazard for drivers. Any additional site preparation work and the surface finishing as well as the associated costs will need to be clearly outlined in the concept proposal (Stage 2).

Detail: INTRA Youth and Paul Phillips, 2012 Transformer box mural, Park Lane, Lennox Head

PROJECT BUDGET AND TIMELINE

The budget for a public art work for Site 1: Tamar/Cherry Street roundabout is \$15,000 (excluding GST), to cover all costs of developing and implementing the artwork.

The budget for a public artwork for Site 2: Moon Street/Fawcett Street roundabout is \$15,000 (excluding GST), to cover all costs of developing and implementing the artwork.

The artist will be responsible for covering all costs in relation to producing their finished artwork. Some assistance may be provided by Council however the extent of this assistance will be determined at the concept development stage.

Below is the proposed timeframe for this project at this stage.

| STAGE | DESCRIPTION | COMPLETION |
|--|---|------------|
| Stage 1 Expression of interest EOI | Advertise artist Expressions of Interest | 3 months |
| | Preliminary ideas | |
| | Short list against criteria | |
| | Invite shortlisted artists to continue to develop concept - Stage 2 | |
| Stage 2 Concept development | Concept development | 3 months |
| | Site and artist briefing | |
| | Finalise concepts | |
| | Consultation | |
| | Selection of concept | |
| | Concept approval | |
| Stage 3 Design development | Commission contract | 4 months |
| | Site meeting | |
| | Design development | |
| | Detailed design proposal | |
| | Consultation | |
| Stage 4 Construction documentation and approvals | Construction documentation | 3 months |
| | Design approvals (Council) | |
| | Design modification (if required) | |
| | Design approvals (Council) | |
| Stage 5 Implementation | Artwork construction & fabrication | 3-4 months |
| | Site preparation & artwork installation | |
| | Handover & maintenance | |

THE COMMISSION PROCESS

1 expression of interest

This Expression of Interest (EOI) is the first stage of the process. At this stage preliminary concept proposals are required and no fees will be paid to artists for submitting an expression of interest. To register your EOI for one or both of the sites, please refer to the list of submissions requirements outlined under Submission Requirements - Stage One (page 14). Council will compile a shortlist of artists from this stage to invite to progress to stage 2.

2 shortlisted artists

Once shortlisted, artists will be required to submit a more detailed submission, which will include artwork/s concepts for one or both of the sites, a preliminary budget, methodology, timelines, materials, dimensions, installation procedures and maintenance guidelines (see Attachment 6 for more detail regarding Stage 2).

Up to five artists submitting preliminary ideas for an artwork will be shortlisted. All short-listed artists may be required to present their concept/s in person to the selection panel.

A concept proposal fee of \$500 will be paid to shortlisted artists.

No correspondence will be entered into regarding an unsuccessful submission.

3 artist commission

At this point it will be decided if one artist or artist team will be commissioned to provide an artwork for both sites or if two separate artists will be commissioned (one for each site). The budget allocated to each of these sites is \$15,000 (excluding GST).

SUBMISSION REQUIREMENTS

stage one

For this expression of interest stage artists are required to provide the following:

- contact details of the artist and current CV of artists work (max 3 A4 pages)
- high resolution images or web links of artist's previous relevant public artworks (max 10)
- written response to the brief (max 500 words) and a visual render of concept idea/s for one or both of the sites
- statement confirming capacity to meet the program and budget

Assessment criteria

Artists will be shortlisted based on the following criteria:

1. Demonstrated understanding of the project and the desired outcomes based on their response to the brief.
2. Experience in the design, construction and installation of high quality public artworks and demonstrated potential to work

collaboratively on site-specific art projects.

3. Experience, innovation and originality shown in artists previous artworks.
4. Demonstrated capacity to work within the project timelines and budget.

Ballina Shire Council reserves the right to accept or reject any submission. Council also reserves the right to select one artist to provide artworks for both sites.

Should no concept ideas meet the selection criteria, Ballina Shire Council reserves the right not to proceed.

The selection panel's decision is final and no communications will be entered into regarding an unsuccessful EOI submission. Unsuccessful artists will be advised by mail or email. Please note expression of interest materials will not be returned (please submit copies of original documents).



Uncle Jim, Joe Stark, 2004, recycled stainless steel, Fawcett Park, Ballina

Submission lodgement

The deadline for submissions of Expressions of Interest is COB Monday 2 May 2016.

Expressions of Interest should be marked 'Roundabout Public Art Project' and lodged electronically by COB Monday 2 May 2016 to skyem@ballina.nsw.gov.au

Alternatively, Expressions of Interest in Stage 1 can be sent to:

'Roundabout Public Art Project'
Ballina Shire Council
PO Box 450
Ballina NSW 2478

If lodging in person, the Ballina Shire Council customer service centre is open between the hours of 8:15am and 4:30pm, Monday to Friday and is located at 40 Cherry Street, Ballina.

Following evaluation, a shortlist of up to five (5) successful artists will be nominated and invited to develop concept designs for the roundabouts as part of Stage 2.

Copyright and ownership

The artist retains all copyright in their artwork proposal and their proposal may not be reproduced by any party without the Artist's written permission. The artist will be acknowledged in any public display or promotional material that refers to their artwork.

Public communications

The artist shall not make or authorise a public statement relating to their proposal or the project or any other matter related to the project without prior written approval from Council.

Further information

Skye McNamara
Sustainability Planner
Ballina Shire Council
Telephone 02 6686 1284

Relevant resources/links

- Ballina Shire Community Strategic Plan
- Ballina Shire Council's Public Art Policy
- Our Community : Our Culture Ballina Shire Cultural Plan 2014 -2020
- Ballina Landscape Entry Treatment Master Plan
- Ballina 2035 Ballina Major Regional Centre Strategy (DRAFT)
- Ballina 2035 Ballina Major Regional Centre Strategy - Historical Influences and Elements
- Draft Shire Wide Community Based Heritage Study
- CBD Concept Master Plan
- State of the Environment Report
- Richmond River Coastal Zone Management Plan
- Ballina Shire Community Profile and Community Atlas
- Destination Management Plan

Important notes for Stage 1

Ballina Shire Council is inviting artists to submit Expressions of Interest for two public art sites concurrently, Tamar and Cherry Street roundabout and the Moon and Fawcett Street roundabout.

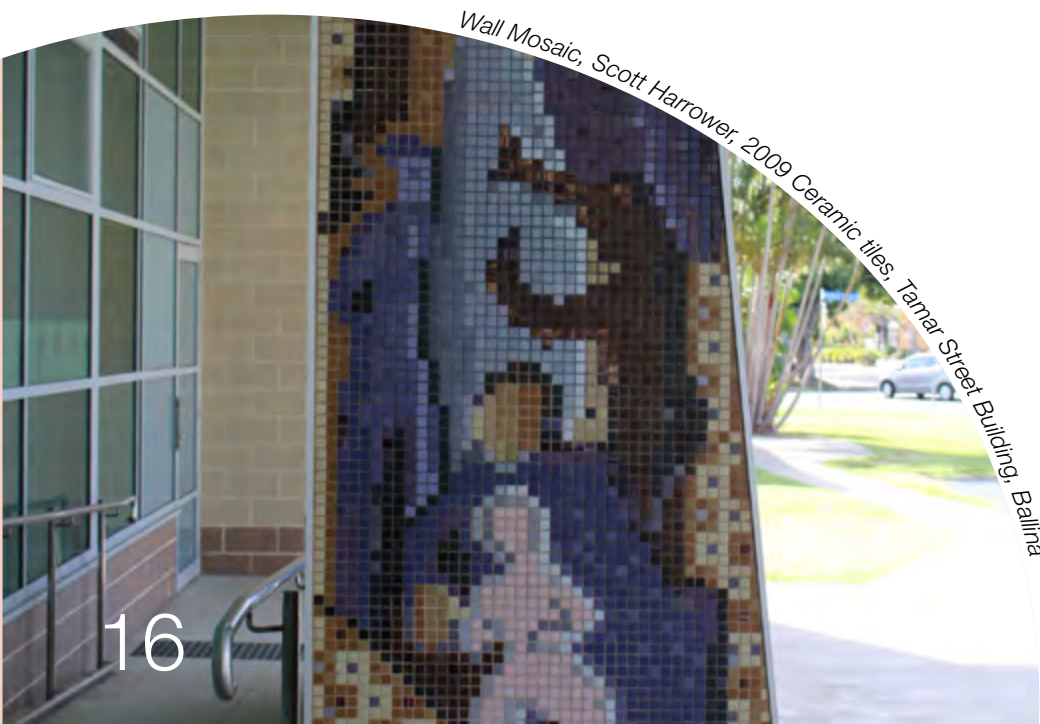
Ballina Shire Council reserves the right to commission one artist or artist-led team to create works of art for both roundabouts in Ballina. Alternatively, Council may engage two separate artists and conduct the two roundabout projects separately.

Ballina Shire Council reserves the right at its sole discretion, to move artist proposals from one site to the other, as part of the evaluation process (in consultation with the artist).

The shortlisted artists may be asked to make themselves available to be interviewed as part of the evaluation of Stage 2.

Attachments

1. Material Specifications
2. Available Materials
3. Additional Site Photos
4. Design Drawing
 - a. Tamar/Cherry Street roundabout
 - b. Moon/Fawcett Street roundabout
5. Heritage Information
 - a. Ballina Island Timeline
6. Stage 2 Information
7. Public Art Commissioning Agreement Sample
8. Public Art Commissioning Contract Sample



ATTACHMENT 1

public art material specifications

Civil works requirements

L7 - Constructed timber elements

1. General

1.1 CROSS REFERENCES

General

Conform to the *General requirements* work section.

1.2 STANDARD

General

Design: To AS 1720.1.

1.3 INTERPRETATION

Definitions

General: For the purposes of this worksection the definitions given in AS 1720.1 apply.

1.4 INSPECTION

Notice

Inspection: Give notice so that inspection maybe made of the following:

- prefabricated items before priming or water repellent treatment
- structural timberwork after erection but before it is covered
- unbranded timber in order to determine stress grade
- on site preservative treated members before being concealed
- post holes/foundations before placing concrete
- bolts after final tightening.

1.5 SUBMISSIONS

Certification

Design: Submit independent certification by a professional engineer of the design and documentation, and of the erected work for compliance with AS 1720.1 and project performance criteria (applicable to all constructed elements, shelters, furniture, walls,

stairs etc).

Shop Drawings

General: Submit shop drawings showing the following:

- arrangement of members
- location of the members in the structure
- loading parameters and bracing lengths assumed in design
- species, stress grade, strength group, and joint number of timber
- size of each member.
- tolerances on member sizes
- joint details including connector plates
- lifting points
- method of fixing and bracing
- preservative treatment if any
- long term deflection
- moisture content at time of manufacture
- method of fabrication
- precambers.

For pole construction: Pole footing hole diameter and pole embedment length.

Constructor design: or items designed by the contractor, submit independent certification of shop details by a professional engineer for compliance with AS 1720.1 and project performance criteria.

Materials

Identification:

Certification: submit a supplier's certificate (which may be included on an invoice or delivery docket) verifying that the timber complies with the specification, including moisture content.

Inspection: Submit the inspection authority's certificate verifying that the timber complies with the specification.

Moisture content: Submit evidence of moisture content.

Preservative Treatments

Confirmation of the preservative retention: submit a test certificate from an independent testing authority.

Treatment record: Submit a certified copy of the charge sheet.

All treated timber is to be using LOSP treatment. No CCA treated timber is to be used in constructed elements on site.

2. Products

2.1 TIMBER

Structural timber grading standards

- Hardwood: To AS 2082
- Softwood: To AS 2858
- Mechanical stress grading: To AS/NZS 1748
- Machine proof-grading: To AS 3519

Identification

Method: Identify timber using branding, certification or both.

Branding: Brand structural timber, under the authority of a recognised product certification program applicable to the product. Locate the brand mark on faces or edges which will be concealed in the works.

Include the following data:

- stress grade
- method of grading
- 'Seasoned' or 's'
- the certification mark of the product certification program
- the applicable standard
- recognised product certification programs:
- pine framing: Plantation Timber Certification
- hardwoods: Australian Timber Industry Certification (ATIC) Quality Scheme
- glued-laminated timber: Glued Laminated Timber Association of Australia (GLTAA) Product Certification System
- laminated veneer lumber: Engineered Wood Products Association of Australia (EWPA) Quality Control and Product Certification Scheme

- finger jointed structural timber: Plantation Timber Certification
- inspection: If neither branding nor certification is adopted, have an independent inspecting authority inspect the timber.

2.2 STEEL ELEMENTS

Standards

- materials, construction, fabrication and erection: To AS 4100.
- cold-formed steel: AS/NZS 4600.

Origin of steel

Requirement: If it is proposed to use steel not of Australian origin, submit documentation which demonstrates that the steel complies with Australian Standards.

Welding

Standard: To AS/NZS 1554.1.

2.3 FASTENERS

All fasteners to be as specified by the Structural Engineer or as detailed on the Drawings. Refer Engineering Drawings, Specification Notes and Details.

Materials

Generally all fixings to be Marine grade 316 stainless steel unless detailed otherwise.

Bolts

General: All bolts nuts and washers to be stainless steel, corrosion-free, coated in oil and in serviceable condition.

Thread: Provide thread length at least four times the bolt diameter.

Holes: Drill bolt holes 2 mm larger than the bolt diameter.

3. Execution

3.1 TIMBER CONSTRUCTED ELEMENTS

General

Preservative treatment: If holes are drilled in treated timber, apply a saturation coating of preservative to the sides of the holes prior to inserting fixings.

Outdoor structures

Sealing: Seal the ends of members with wax emulsion or petroleum jelly immediately after sawing.

Anti splitting plates: Plate the ends of members 250 x 75 mm or larger with pressed or hammer-on galvanized nail plates equal to 50% of the cross-sectional area.

Bolt holes: Treat bolt holes with creosote or copper naphthenate emulsion before inserting the bolt.

Coating: After completion of fabrication, notching and machining, coat joints, holes and notches with a 6 mm layer of copper naphthenate emulsion.

Heart: Place the heart side of bracing members on the inside of joints. Place the heart side of other members on the downside wherever possible.

Bolts: Minimum size M20.

Washers: Minimum size 4 mm thick and 65 mm square or equivalent round area.

Bolt protection: Coat bolts with a bituminous coating before insertion in the bolt hole.

Recessed fixing: For fixings punched or sunk below the surface, fill the recess with a suitable wood filler or mastic.

Finishing: If a protective or decorative finish is required apply one coat of primer and one finishing coat all around before fixing.

3.2 COMPLETION

Tightening

Initial: Tighten bolts, screws and other fixings so that joints and anchorages are secure at practical completion.

Subsequent: If unseasoned timber is used, retighten after 6 months all bolts, screws and other fixings.

Materials Schedule – Timber Ramp, Bridges & Decking

| ITEM | DESCRIPTION | TECHNICAL INFORMATION | SIZE | FINISH |
|---------------------------------|------------------------------------|--------------------------|----------------------------|--|
| Timber Fascia | treated timber fascia | Hazard rating H3 Dressed | | OSA – Tanacoat minimum 2 coats applied |
| Timber Decking | treated timber decking | Hazard rating H3 Dressed | | OSA – Tanacoat minimum 2 coats applied |
| Hardwood Timber Railing | dressed hardwood timber railing | Hazard Rating H2 Dressed | | OSA – Tanacoat minimum 2 coats applied |
| Hardwood Timber Balustrade Post | dressed hardwood timber balustrade | Hazard Rating H2 Dressed | cut to fit refer to detail | OSA – Tanacoat minimum 2 coats applied according to Manufacturer's recommendation |

Materials Schedule – Timber Steps

| ITEM | DESCRIPTION | TECHNICAL INFORMATION | SIZE | FINISH |
|---|--|--------------------------------|------|--|
| Timber decking | Dressed hardwood timber decking | Hazard Rating 2 dressed | | OSA – Tanacoat – minimum 2 coats applied according to Manufacturer’s recommendation |
| Timber Hardwood Bearer | Dressed hardwood timber bearers | Hazard Rating 2 Dressed | | OSA – Tanacoat minimum 2 coats applied according to Manufacturer’s recommendation |
| Timber Hardwood Stringer | Dressed hardwood timber stringers | Hazard Rating 2 Dressed | | OSA – Tanacoat minimum 2 coats applied according to Manufacturer’s recommendation |
| Timber Hardwood Step Treads | Dressed Hardwood Timber Step Treads | Hazard Rating 2 Dressed | | OSA – Tanacoat minimum 2 coats applied according to Manufacturer’s recommendation |
| Unequal Angle Cleats | Marine grade galvanised unequal angle cleats | Marine Grade Galvanised Finish | | Marine Grade Galvanised Finish |
| NOTE: Unless otherwise noted all fittings are to be marine grade 316 stainless steel. | | | | |

L8 - Furniture

1. Section content

Specified in this section:

Works associated with the installation of external fixed furniture items listed below including related fixtures and fittings. All custom items to have shop drawings approved before fabrication begins.

- edge type
- existing site artefacts
- tactile elements
- gully pits and water traps

2. Metalwork

All metal elements are to be as detailed are to be as per the Fabricator’s shop drawings which are to be reviewed and approved by the Contractor and Superintendent prior to fabrication.

All metalwork and finishes are to be suitable to a marine environment. All stainless steel to be 316 grade.

2.1 PRODUCT WARRANTY

The Manufacturer’s written statement certifying the products comply with the approved shop drawings and are suitable for their intended use and environment.

Warranty Terms: Minimum 10 years.

2.2 FASTENERS

All fasteners to be as specified by the Structural Engineer or as detailed on the Drawings. Refer Engineering Drawings, Specification Notes and Details.

Generally all fixings to be stainless steel unless detailed otherwise.

2.3 FIXINGS

All fixings to be stainless steel as described on the drawings.

3. Proprietary furniture

The Contract nominates a number of proprietary items for use. Refer to the Finishes Schedule at the rear of this document.

Such items are identified within the Contract documents and include the following:

- gully pits and water traps
- tactile elements

Refer to Schedule at the end of this section of the specification for additional detail for both Proprietary and Custom Furniture.

Install all proprietary items as per Manufacturer's Instructions and provide relevant instruction and data sheets to the Superintendent at the completion of the Defects Liability Period.

3.1 INSPECTION

Witness points

Give sufficient notice to the Superintendent so that the location of all furniture and lighting may be inspected prior to installation. Minimum notice period – 5 working days.

3.2 INSTALLATION

All materials and components to be assembled and installed according to Manufacturer's recommendations, using specialist subcontractors where necessary.

3.3 COMPLETION

Tightening

Tighten bolt anchorages to ensure they are secure at practical completion.

Cleaning

Leave works clean on completion.

ATTACHMENT 2

available materials

Old Teven Bridge timbers

A number of the old bridge timbers are available as a possible material for a public artwork in the shire. Rendering these materials safe as part of an artwork for these sites will need to be allocated within the specified budget. Please contact Council if you would like further information about these materials.

The Teven Bridges were built in 1908-1909 and are linked to the natural, cultural and historic landscape of the Richmond River district. The Teven Bridges are aesthetically/technically significant and are associated with the broader history of the development of road transport routes, agriculture and industry in northern NSW throughout the late nineteenth and early twentieth century.

The Teven Bridges also historically represented a vital link between local farming families living in the outlying localities of Teven and Tintenbar to the town of Ballina and its services.

Source: Ballina Shire Council 2008 Draft Shire Wide Community Based Heritage Study pp.142

Ballina Shire Council vintage grader

An old grader is also available for use in a public artwork in the shire.

Very little is known about the origins of the grader but it is believed to be used to maintain roads in Ballina at some stage it was converted to be pulled by trucks.

Please contact Council if you would like further information about this grader.



ATTACHMENT 3

additional site photos

Site 1: Cherry / Tamar Street Roundabout



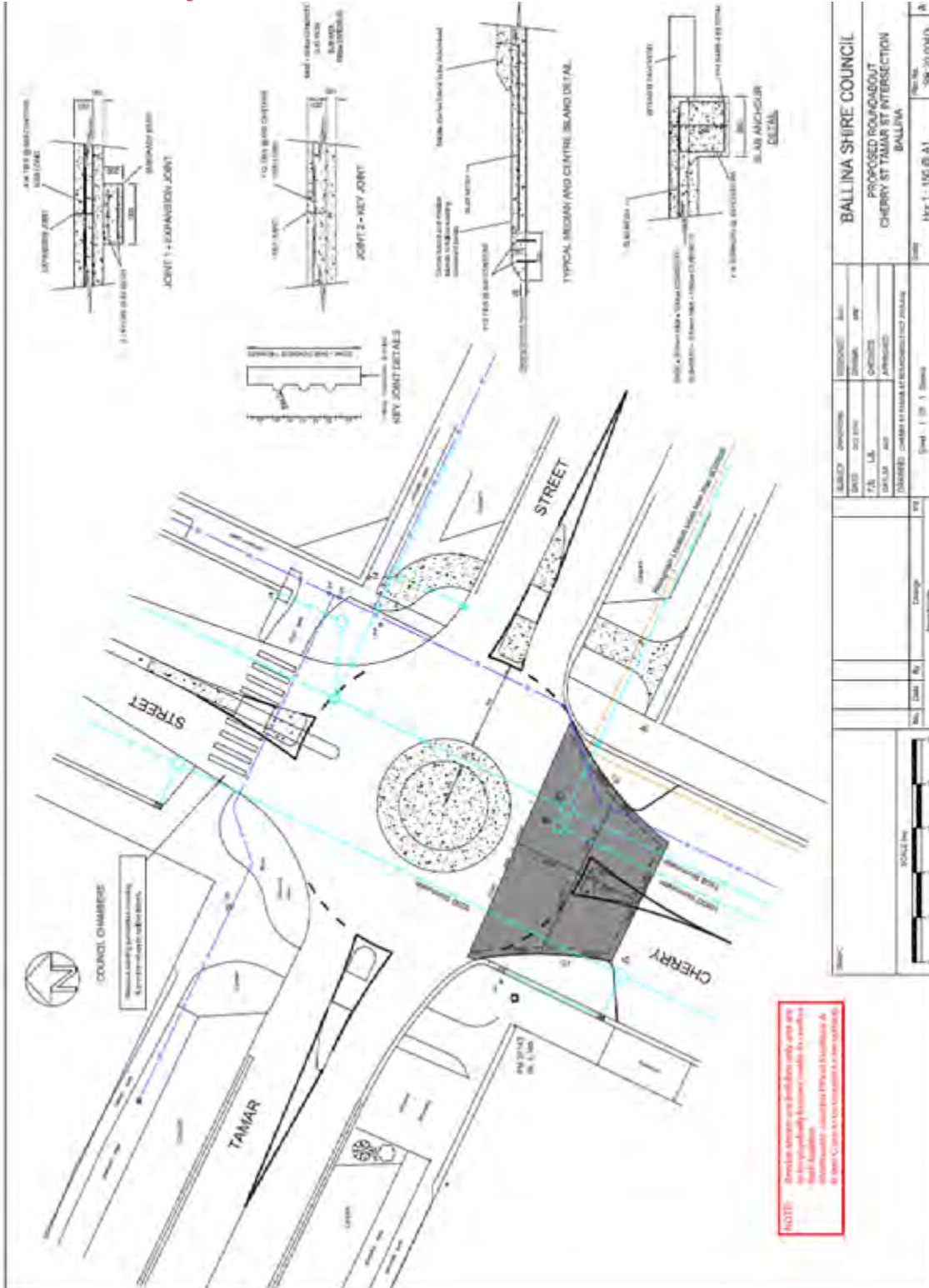
Site 2: Moon / Fawcett Street Roundabout



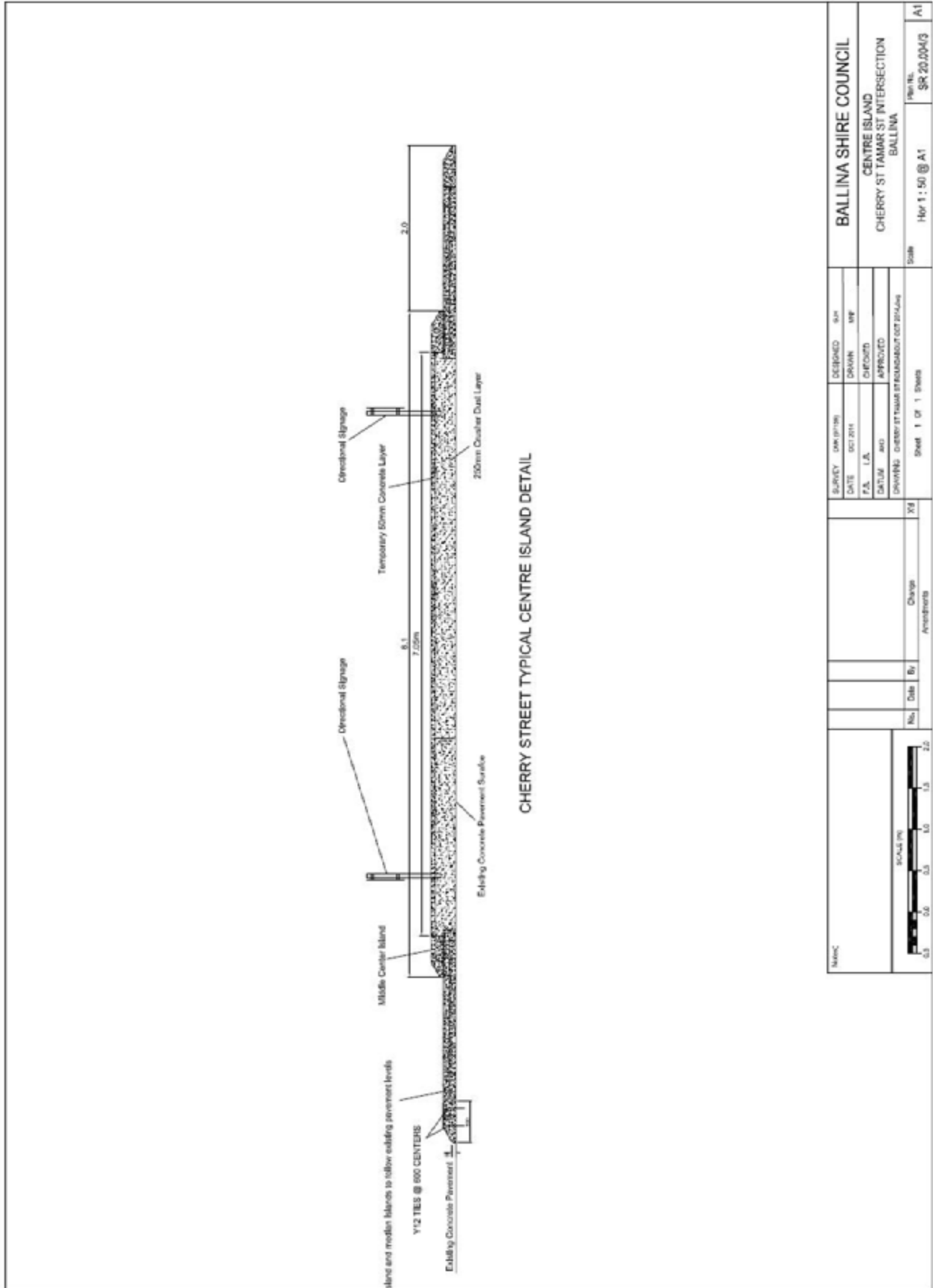
ATTACHMENT 4A

design drawings

Site 1: Cherry / Tamar Street Roundabout

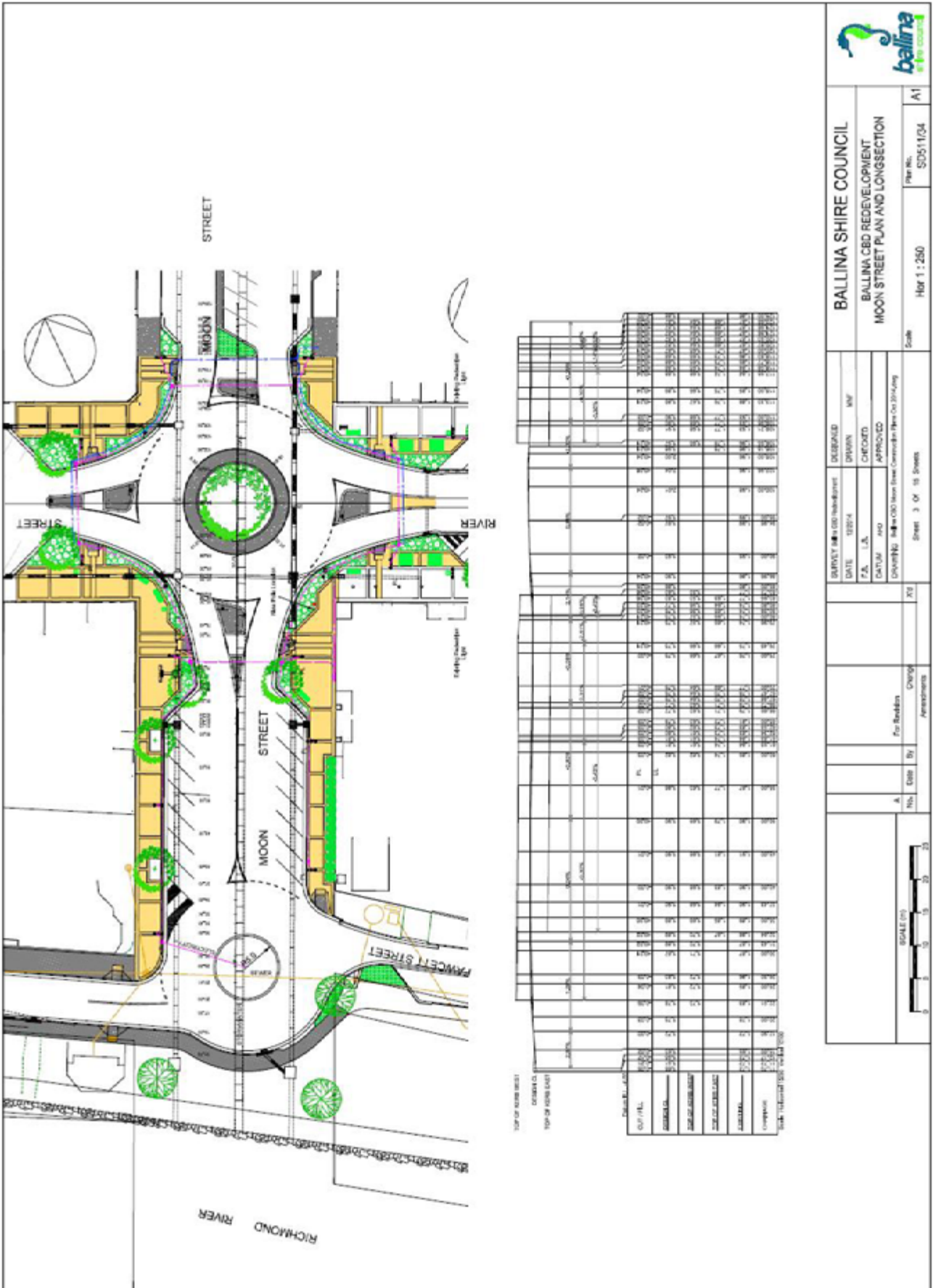


Site 1: Cherry / Tamar Street Roundabout



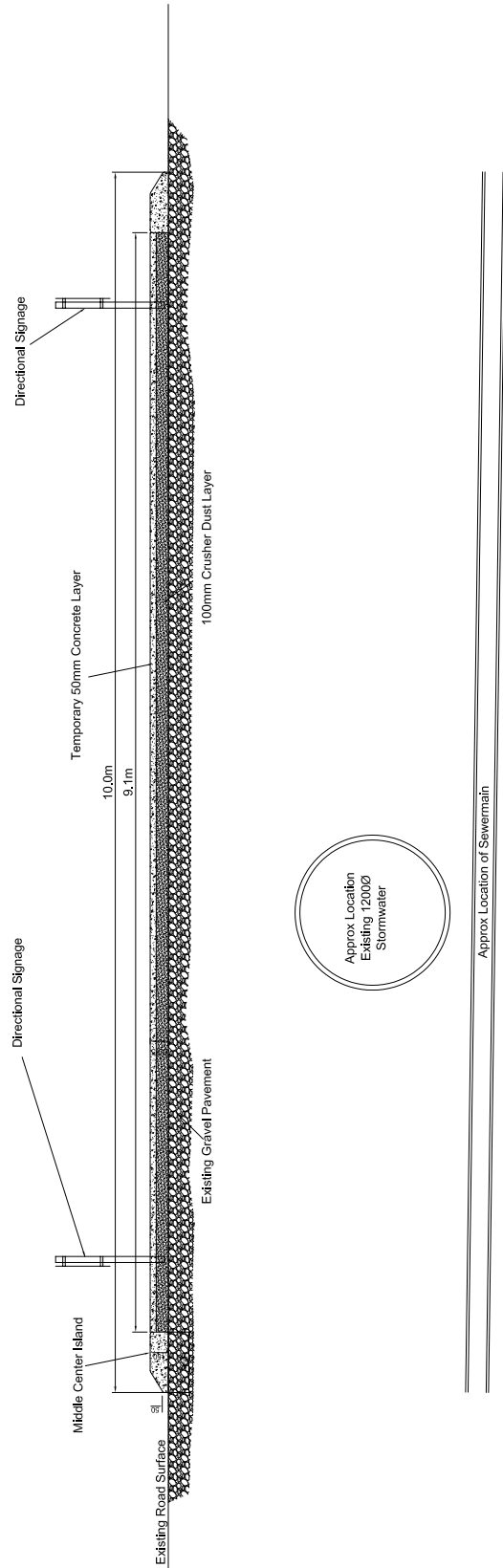
| | | | | | |
|--|--|--|--|--|--|
| SURVEY DATE (P118) DEC 2018 DATE OCT 2018 P.A. L.A. DESIGN AND DRAWING: CHERRY ST TAMAR ST INTERSECTION | | DESIGNED BY MF DRAWN BY MF CHECKED BY MF APPROVED BY MF | | BALLINA SHIRE COUNCIL CENTRE ISLAND CHERRY ST TAMAR ST INTERSECTION BALLINA | |
| No. Date By Changes Amendments | | Sheet 1 of 1 Sheets | | Scale: 1:50 @ A1 Rev No. SR 20,004/G A1 | |

Site 2: Moon / Fawcett Street Roundabout



| | | | |
|---|---|-------------------|--|
|  | BALLINA SHIRE COUNCIL | | Scale: 1:250 Plan No.: S0511/04 A1 |
| | Balls Bluff Development Moon Street Plan and Longsection | | |
| | APPROVED | CHIEF OF WORKS | |
| DATE: 12/02/14 | DESIGNED: J.A.S. | DATE: 05/05/14 | SCALE: 1:250 |
| DRAWN: J.A.S. | CHECKED: J.A.S. | DATE: 05/05/14 | SCALE: 1:250 |
| FOR BIDDEN APPROVEMENTS | | DATE: 05/05/14 | SCALE: 1:250 |
| NO. DATE BY | | CHANGE AMENDMENTS | |
| | | | |
| | | | |
| | | | |

Site 2: Moon / Fawcett Street Roundabout

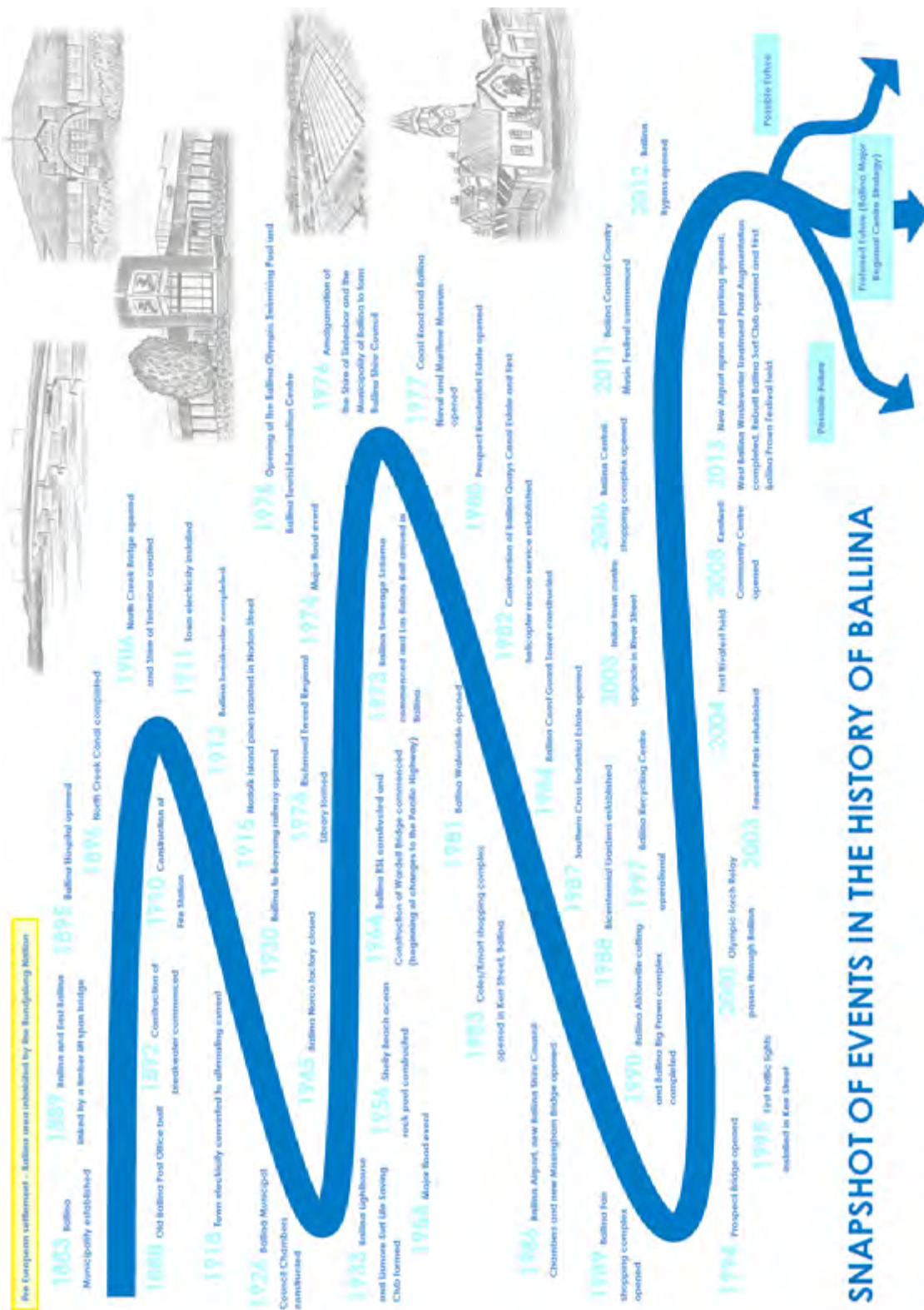


MOON STREET TYPICAL CENTRE ISLAND DETAIL

| | | | | | | | |
|--------|--|------------|--|--|--|---------------------------------|--|
| Notes: | | DESIGNED | | G/H | | BALLINA SHIRE COUNCIL | |
| | | DRAWN | | MNF | | CENTRE ISLAND | |
| | | CHECKED | | | | MOON ST FAWCETT ST INTERSECTION | |
| | | APPROVED | | | | BALLINA | |
| | | DRAWING | | CHERRY ST TAMAR ST ROUNDABOUT OCT 2014.dwg | | Scale | |
| | | Sheet | | 1 Of 1 Sheets | | Hor 1 : 50 @ A1 | |
| | | Change | | Xcl | | Plan No. | |
| | | Amendments | | | | SR 20.004/3 | |
| | | No. | | Date | | By | |
| | | SCALE (m) | | 0.5 | | 2.0 | |
| | | 0.0 | | 1.0 | | 1.5 | |
| | | 0.5 | | | | | |

ATTACHMENT 5

history of ballina



ATTACHMENT 6

stage 2 information

Project development stages and timeline

The following is provided for information only as it is indicative at this stage and will be reviewed and reissued prior to Stage 2 with the Stage Two concept development (select tender) documentation.

| STAGE | DESCRIPTION | COMPLETION |
|--|---|------------|
| Stage 1 Expression of interest EOI | Advertise Artist Expressions of Interest | 3 months |
| | Preliminary ideas | |
| | Short list against criteria | |
| | Invite shortlisted artists to concept development stage (invite only) | |
| Stage 2 Concept development | Concept development | 3 months |
| | Site and artist briefing | |
| | Finalise concepts | |
| | Consultation | |
| | Selection of concepts | |
| | Concept acceptance | |
| Stage 3 Design development | Commission contract | 4 months |
| | Site meeting | |
| | Design development | |
| | Detailed design proposal | |
| | Consultation | |
| Stage 4 Construction Documentation and Approvals | Construction documentation | 3 months |
| | Design approvals (Council) | |
| | Design modification (if required) | |
| | Design approvals (Council) | |
| Stage 5 Implementation | Artwork construction & fabrication | 3-4 months |
| | Site preparation & artwork installation | |
| | Handover & maintenance | |

Stage 1: expressions of interest

Deadline: Date TBA

Review by nominated stakeholders including the Ballina Shire Council Public Art Advisory Panel

Notification of successful artists: Date TBA

Timeline:

Stage 2: concept development (invite only)

- shortlisted artists will develop concept designs as part of a select tender
- Artist Agreement
- site visits
- as part of the evaluation process, a first cost review will be undertaken by an appointed project quantity surveyor
- consultation including to elected Council, Public Art Advisory panel and/or Civic panel
- selection and notification of successful artist: Date TBA.

Timeline:

Stage 3: design development

- execution of artist contract
- site meeting between artist and Council staff to discuss themes and site constraints
- commencement of working relationship between the artist and representatives of Council
- development of successful artist's design for the work of art
- community involvement (ideas for design development stage)
 - o presentation by Artist to Public Art advisory panel and BMRCs civic panel or others, other community involvement as determined by artist
 - o provision of feedback from Public Art Advisory Committee, Ballina Shire Council
 - o provision of concept presented at Councillor Workshop

- reporting to elected Council
- after completion of design development, the final proposal and budget (with sub-contractor quotes) will be submitted to Ballina Shire Council for final sign-off prior to commencement of fabrication and installation.

Timeline:

Stage 4: construction documentation and approvals

- preparation of construction documentation
- engineering certificate specifying footings and lifting points
- engineering and services of other specialist subcontractors, as applicable
- mandatory approval from Council staff.

Timeline:

Stage 5: implementation

- fabrication
- site preparation, including provision of necessary services (electricity, lighting, traffic management, footings ect)
- arrangements for any additional applicable insurance
- package of practical completion (drawings, life cycle maintenance costs, maintenance manual ect)
- Council to highlight any issues
- delivery and installation of work of art
- defects rectification
- final inspection
- acceptance by the Ballina Shire Council (includes certificate of completion from Council approved by Council engineers)
- photography, media release and any publications, marketing, previews, launch or dedication.

Projected timeline:

Submission requirements for Stage 2 (invitation only)

The following is indicative and provided for information only at this stage, and will be reviewed and re-issued prior to Stage 2, as the final Stage 2 concept design (invitation only) documentation.

Artistic merit

- one-page description of the work proposed to be a site-specific work of public art and visual documentation of the concept proposed, in the form of computer-rendered images, drawings, a maquette or model, showing the work in the context of the Ballina CBD and illustrating its specificity to the site
- conceptual statement about the proposed artwork, including details of appropriate research, and a statement describing the relationship between the proposed artwork and the project brief
- details demonstrating the anticipated impact of the work proposed on the public domain as currently designed
- availability to present the concept to a panel that may include representation from various stakeholders.

Technical skills

- technical details and specifications of the work proposed, including a preliminary summary of the anticipated maintenance requirements
- relevant insurances or ability to obtain relevant insurances
- potential risk-management or specific maintenance issues.

Relevant experience

- Documentation of any relevant previous experience or projects by the artist; or in lieu of previous experience, examples demonstrating potential to work collaboratively on site-specific art projects.

Budget

- detailed cost plan in consideration of the project budget
- to include a list of nominated subcontractors with their contact and insurance details

- detailed list of items excluded from the artist's concept design which the artist requests be undertaken by others.

Acknowledgement

- signed statement, confirming capacity to meet the program timeline and budget.

The deadline for submissions in Stage 2 is TBA.

Assessment criteria in Stage 2

Concept designs submitted in Stage 2 will be assessed by a panel comprised of a subcommittee of the Public Art Advisory Panel, Council staff and/or other to ensure that the successful concept:

- is of a high standard in terms of design and technical and structural execution
- is culturally appropriate and suits the site and local context
- best meets the requirements outlined in the project brief and Council's broader objectives
- is durable and requires a low level of maintenance
- is a practical for implementation
- does not pose a risk or WH&S management issue
- does not pose any long term conservation issues
- can be installed within the timeframe and budget.

Following evaluation, one or two artists will be selected and successful artist(s) notified. Should no concept ideas meet the selection criteria, Council reserves the right to not proceed. Council may consider unsuccessful concept designs for other sites in the shire should the funds become available.

Important notes for Stage 2

The scope and timeline for concept design in Stage 2 as provided in this brief is indicative only and subject to change prior to the Stage 2 brief being issued.

- providing there are concepts that satisfy the selection criteria, Council will invite the artists to further develop their concepts. This may include one artist developing designs for site specific art works for one or both sites
- the submission of concept development in Stage 2 is by invitation only, defined as a process in which Council invites a limited number of artist-candidates to bid for a contract
- by lodging a submission in Stage 2 the shortlisted artist agrees to the basic terms of the Artist Agreement (Attachment 7) for the concept development stage
- the successful artist/s will be contracted using a form of contract based on the standard form of Public Art Commissioning Contract (Attachment 8)
- unsuccessful artists that submitted finalised concept designs (Stage 2) will be paid \$500 (excluding GST). This payment will be per artist not per concept design
- the Council prefers to keep all options open to artists for purposes of the invitation to artists to submit a Concept design in Stage 2. It will consider all proposals, including those that could eventually require the Council's assistance, related to the interface of the art with existing infrastructure
- if successful, the Artist must hold relevant insurance as required by Council
- airfares, travel and accommodation expenses incurred by, for or on behalf of the artist in connection with the work of art other than expenses of the kind which Council agrees to pay are to be included the art budget of \$15,000
- a quantity surveyor may be assigned to the project by the Council from Stage 2 onward, to independently assess the artist's cost estimate and continue to provide cost review for the duration of the project
- the artist's list of nominated fabricators will be

reviewed by Council as part of the Stage 2 evaluation process

- providing two final concept designs satisfy the assessment criteria, Council will commission an artist or artists to create site specific art works for the roundabout sites
- Council will keep shortlisted concept proposals on file for up to a five year period. Council will have non-exclusive right to the proposal during this time and may contact the artist should the funds become available to advance the proposal for a future project
- the artists fee will be payable to shortlisted artists within 30 days of presenting the completed feasible concepts for artworks to the selection panel (panel members yet to be determined).



**BALLINA SHIRE COUNCIL
ARTIST CONCEPT AGREEMENT**

FOR

BALLINA CBD ROUNDABOUT PUBLIC ART

Artist Concept Agreement

Agreement

between

Ballina Shire Council

and

The Artist

Contents

| Clause number | Heading | Page |
|----------------------|------------------------------|-------------|
| 1 | Definitions & Interpretation | |
| 2 | Warranty | |
| 3 | Confidentiality | |
| 4 | Scope of Work | |
| 5 | Performance | |
| 6 | Moral Rights | |
| 7 | Indemnity | |
| 8 | Termination | |
| 9 | Disputes | |
| 10. | General provisions | |
| 10.1 | Entire agreement | |
| 10.2 | Governing law | |

Agreement

This Agreement is dated the day of _____ 2016.

Between

Ballina Shire Council of 40 Cherry Street, Ballina NSW 2478 ("BSC")

And

Artist being the person named in Schedule A (the "Artist")

Recitals

- A. The Artist is engaged in creating art and is the owner of the copyright in the Art Concept (the "Art Concept") to be created by the Artist and approved by BSC.
- B. The Artist is willing, subject to the terms and conditions of this Agreement, to grant to BSC the right to assess the Art Concept and BSC wishes to take up such a right.
- C. This Agreement applies to the performance of all stages of the Art Concept development whether carried out before or after the date of this Agreement

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context requires another meaning:

"Art Concept" means the meaning as defined in the recitals to this agreement

"Business Day" means a day that is not a Saturday, Sunday or a public holiday or bank holiday in New South Wales or Queensland.

"Commission"

1.2 Interpretation

In this Agreement, unless the context requires another meaning:

(a) a reference:

- (i) to the singular includes the plural and vice versa;

- (ii) to a party means a party to this Agreement;
- (iii) to a clause, Schedule or Annexure is to a clause, Schedule or Annexure of or to this Agreement;
- (iv) to a person (including a party) includes:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Government Agency;
 - (B) the person's successors, permitted assigns, substitutes, executors and administrators; and

- (b) words and expressions used in this Agreement that are defined in the *Copyright Act 1968* (Cth) have the meanings given to them in that Act.
- (c) headings are for convenience only and do not affect interpretation.

2. Warranty

The Artist warrants that:

- (a) he/she is the sole author of, and owner of copyright in, the Art Concept;
- and
- (b) the Art Concept does not infringe any Intellectual Property rights of any other party.

3. Confidentiality

- 3.1 The Artist must not, without the prior written approval of BSC, issue any statement, information, publication or document concerning the Art Concept or the Project except where such:
 - (a) is necessary to develop the Art Concept;
 - (b) is already in the public domain; or
 - (c) is required to be disclosed by law.
- 3.2 The Artist must use his/her best endeavours to ensure that any confidential information about the Art Concept is not used by, supplied to or conveyed to any other person for any purpose other than for the performance of the Project without the prior written approval of BSC.

4. Scope of Work

- 4.1 In consideration of payments specified in Schedule B, the Artist will create the Art Concept for provision to BSC on the terms and conditions of this Agreement.
- 4.2 The Artist retains all copyright in the Art Concept.

- 4.3 The Artist grants to BSC the non-exclusive right to reproduce his/her photographic image, oral representations, stories of the Art, biography and all or part of the Art Concept for promotional use only. This agreement is restricted to the individual Art Concept. It does not allow general release of biographical material without prior permission of the Artist.
- 4.4 The Artist will submit an invoice (plus GST if applicable) with respect to amounts payable under this agreement.

5. Performance

5.1 Warranty

The Artist warrants that he/she has the skill and ability to undertake the realisation of the Art Concept in accordance with the requirements of this Project and acknowledges that BSC has entered into this Agreement in reliance on this warranty.

5.2 Performance Standards

The Artist must undertake the Commission with the standard of skill, care and diligence expected of a skilled professional Artist experienced in commissions of the type of the subject of this Agreement.

5.3 Materials

The Artist must nominate in the design and documentation of the Art Concept high quality materials which are suitable for the purpose of realising the Art Concept and its location.

6. Moral Rights

BSC agrees to acknowledge the Artist as creator of the Art Concept.

7. Indemnity

Each party unconditionally and irrevocably indemnifies the others from and against all claims and proceedings and all loss and damage (whether or not on the basis of negligence and including legal costs and disbursements on a solicitor and client basis) suffered or incurred directly or indirectly by the other to the extent that they arise out of, or in relation to:

- (a) the fact that any matter or circumstance represented or warranted by a party in any term of this Agreement is or becomes other than is represented or warranted;
- (b) its exercise of any of its rights or licences, or its performance or breach of any of its obligations, under this Agreement.

8. Termination

8.1 Termination by BSC

BSC may terminate this agreement by notice in writing if:

- (a) at its sole convenience, BSC decides not to proceed with commissioning the Art Concept;
- (b) the Artist is in breach of this Agreement and the Artist does not remedy such breach within 21 days of receiving written notice from BSC requesting remedy of such breach;
- (c) the Artist becomes bankrupt, insolvent, or enters into an arrangement with its creditors; or
- (d) without reasonable cause, the Artist fails to provide the Art Concept as agreed under this Agreement.

8.2 If this Agreement is terminated pursuant to clause 7.1 the Artist is not entitled to any other payment, including for any consequential costs, losses (including loss of profits) or damages.

8.3 Termination by the Artist

The Artist may terminate this Agreement by giving 30 days written notice to BSC.

8.4 Effect of Termination

Termination of this Agreement is without prejudice to the accrued rights or remedies of either party.

9. Disputes

Should any dispute arise concerning any matter referred to in this Agreement, either party may set out in writing the nature of the dispute and send the same to the other party. The other party must nominate a time and place which is reasonably convenient for a meeting between the parties. The nomination must be notified in writing to the other party within 7 days of receiving notice under this clause and the meeting time nominated must be within 14 days of receipt. The parties agree to make themselves (by an officer in the case of BSC) available to meet at any reasonable time (during usual business hours on a Business Day) and place nominated under this clause and to discuss in good faith with a view to resolving the dispute without litigation. Neither party will commence proceedings in respect of any dispute unless and until any meeting requested in a notice properly given under this clause has been held and at least 30 days have passed since the giving of the notice.

10. General provisions

10.1 Entire agreement

This Agreement is the entire agreement of the parties about the subject matter of this Agreement. No party has entered into this Agreement relying on any representations made by or on behalf of the other, other than those expressly made in this Agreement. Any amendment to this Agreement will only be effective if made in writing and signed by both parties.

10.2 Governing law

This Agreement is governed by the laws of New South Wales.

Executed as an agreement

Signed by or for the General Manager of
Ballina Shire Council in the presence of:

| | | |
|---------|--|-------|
| _____ | _____ | _____ |
| Witness | General Manager Ballina Shire Council | Date |

Signed by the Mayor of
Ballina Shire Council in the presence of:

| | | |
|---------|--------------------------------|-------|
| _____ | _____ | _____ |
| Witness | Mayor Ballina Shire Council | Date |

Signed by
in the presence of:

| | | |
|---------|------------|-------|
| _____ | _____ | _____ |
| Witness | The Artist | Date |

SCHEDULE A

THE ARTIST SCHEDULE OF DELIVERY: ART CONCEPT

SCHEDULE B

PAYMENT SCHEDULE: Art Concept

| | |
|---|-------------|
| Fee | \$ XXXXX |
| Paid 30 days from receipt of Art Concept | Tax Invoice |
| Total | \$ |



BALLINA SHIRE COUNCIL
CONTRACT FOR THE COMMISSIONING OF AN ARTIST
for
PUBLIC ART
on the
BALLINA CBD ROUNDABOUT

Art Contract

Contract between
Ballina Shire Council
and
The Artist

Contents

| Clause number | Heading | Page |
|----------------------|--|-------------|
| 1 | Definitions & Interpretation | |
| 2 | Warranty | |
| 3 | Confidentiality | |
| 4 | Scope of Work | |
| 5 | Performance | |
| 6 | Moral Rights | |
| 7 | Indemnity | |
| 8 | Incapacity of Artist | |
| 9 | Termination | |
| 10 | Disputes | |
| 11 | General provisions | |
| | Schedule A – Art schedule & requirements | |
| | Schedule B –Detailed design proposal | |
| | Schedule C - Specified standards & Specification for artwork | |
| | Schedule D - Payment schedule | |

Agreement

This Agreement is dated the day of _____ 2016.

Between

Ballina Shire Council of 40 Cherry Street, Ballina NSW 2478 ("BSC")

And

Artist being the person named in Schedule A (the "Artist")

Recitals

- A. The Artist has in response to the project brief prepared a detailed concept design proposal for the art for the project.
- B. The Artist is engaged in creating art and is the owner of the copyright in the Artwork (the "Art") to be created by the Artist and approved by BSC.
- C. The Artist is willing, subject to the terms and conditions of this Agreement, to grant to BSC the right to use the Art and BSC wishes to take up such a right.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context requires another meaning:

"Art" means what is being created

"Business Day" means a day that is not a Saturday, Sunday or a public holiday or bank holiday in New South Wales or Queensland.

"Project" means the project specified in Item 1 of Schedule A,

"Intellectual Property" means all forms of patent, copyright, trade mark, trade name, trade secret, know-how, discovery, invention, secret process, design, improvement in procedure, innovation and any rights to register or claim any type of intellectual property right.

1.2 Interpretation

In this Agreement, unless the context requires another meaning:

- a. a reference:
 - (i) to the singular includes the plural and vice versa;
 - (ii) to a party means a party to this Agreement;
 - (iii) to a clause, Schedule or Annexure is to a clause, Schedule or Annexure of or to this Agreement;
 - (iv) to a person (including a party) includes:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Government Agency;
 - (B) the person's successors, permitted assigns, substitutes, executors and administrators; and
- b. words and expressions used in this Agreement that are defined in the *Copyright Act 1968* (Cth) have the meanings given to them in that Act.
- c. headings are for convenience only and do not affect interpretation.

2. Warranty

The Artist warrants that:

- (a) he/she is the sole author of, and owner of copyright in, the Art;
- and
- (b) the Art does not infringe any Intellectual Property rights of any other party.

3. Confidentiality

Before the date notified by BSC as the official launch of the Art, the Artist must not, without the prior written approval of BSC, issue any statement, information, publication or document concerning the Art or the Project except where such:

- (a) is necessary to create the Art;
- (b) is already in the public domain; or
- (c) is required to be disclosed by law.

- 3.1 The Artist must use his/her best endeavours to ensure that any confidential information about the Project or the Art is not used by, supplied to or conveyed to any other person for any purpose other than for the performance of the Project without the prior written approval of BSC.

4. Scope of Work

- 4.1 In consideration of payments specified in Schedule B, the Artist will create and allow BSC to install the Art as specified and approved by BSC on the terms and conditions of this Agreement.
- 4.2 The Artist retains all copyright in the Art.
- 4.3 The Artist grants to BSC the non-exclusive right to reproduce his/her photographic image, oral representations, stories of the Art, biography and all or part of the Art for promotional use only. This agreement is restricted to the individual Art. It does not allow general release of biographical material without prior permission of the Artist.
- 4.4 The Artist will submit an invoice (plus GST if applicable) with respect to amounts payable under this agreement.

5. Performance

5.1 Warranty

The Artist warrants that he/she has the skill and ability to undertake the realisation of the Art in accordance with the requirements of this Project and acknowledges that BSC has entered into this Agreement in reliance on this warranty.

5.2 Performance Standards

(b) The Artist must create and deliver the Art with the standard of skill, care and diligence expected of a skilled professional Artist experienced in commissions of the type of the subject of this Agreement.

(c) The Artist must ensure that any sub-consultant or sub-contractor appointed by him/her performs the part of the creation and delivery of the Art for which he/she is appointed with the professional skill, care and diligence expected of a professional artist experience in commissions of the type of that part of the Art. Prior written approval of BSC is required before the Artist appoints any sub-consultant or sub-contractor.

5.3 Materials

The Artist must nominate in the design and documentation of the Art high quality materials which are free from defects and suitable for the purpose of the Art and its location.

6. Moral Rights

BSC agrees to acknowledge the Artist if practicable at the site of installation.

7. Indemnity

The Artist unconditionally and irrevocably indemnifies BSC from and against all claims and proceedings and all loss and damage (whether or not on the basis of negligence and including legal costs and disbursements on a solicitor and client basis) suffered or incurred directly or indirectly by BSC to the extent that they arise out of, or in relation to:

- (a) the fact that any matter or circumstance represented or warranted by a party in any term of this Agreement is or becomes other than is represented or warranted;
- (b) its exercise of any of its rights or licences, or its performance or breach of any of its obligations, under this Agreement.

8. Incapacity of Artist

- 8.1 If the Artist is incapacitated due to ill health or is unable to complete the Art due to other reason beyond his/her reasonable control, the Artist must give BSC written notice as soon as practicable;
- 8.2 Upon receipt of a notice under clause 7.1, BSC may (at its sole discretion):
 - (a) terminate this Agreement by written notice to the Artist; or
 - (b) select a substitute artist to complete the Art in consultation with the Artist; or
 - (c) suspend the creation and delivery of the Art until such time as the Artist is able to complete the Art

BSC will give the Artist written notice of BSC's decision under this clause 7.2 as soon as practicable.

- 8.3 If BSC elects to suspend the creation and delivery of the Art under clause 7.2(c) and the creation and delivery of the Art is suspended for more than a practicable period advised by BSC, BSC may terminate this Agreement by written notice to the Artist.

9. Termination

9.1 Termination by BSC

BSC may terminate this agreement by notice in writing if:

- (a) at its sole convenience, BSC decides not to proceed with commissioning the Art;

- (b) the Artist is in breach of this Agreement and the Artist does not remedy such breach within 21 days of receiving written notice from BSC requesting remedy of such breach;
- (c) the Artist becomes bankrupt, insolvent, or enters into an arrangement with its creditors; or
- (d) without reasonable cause, the Artist fails to perform the creation and delivery of the Art with due diligence and competence or suspends the performance of the creation and delivery of the Art for any period which in all the circumstances BSC, acting reasonably, advises may prevent the completion of the work(s) in accordance with the Project..

9.2 If this Agreement is terminated pursuant to clause 8.1

- (a) BSC (without prejudice to any other rights or remedies it has) must pay the Artist in accordance with Fees Schedule B the portion of the Artist's Fee and the Budget due for performance of the creation and delivery of the Art in the relevant period up to the date of termination or the date the Artist ceased performance of the creation and delivery of the Art;
- (b) BSC may deduct from the portion of the Artist's Fee paid in accordance with clause 7.2(a) any costs incurred or likely to be incurred by BSC as a result of breach of this Agreement by the Artist; and
- (c) the Artist is not entitled to any other payment, including for any consequential costs, losses (including loss of profits) or damages.

9.3 Termination by the Artist

The Artist may terminate this Agreement by giving 90 days written notice to BSC.

9.4 Effect of Termination

Termination of this Agreement is without prejudice to the accrued rights or remedies or either party.

10. Disputes

Should any dispute arise concerning any matter referred to in this Agreement, either party may set out in writing the nature of the dispute and send the same to the other party. The other party must nominate a time and place which is reasonably convenient for a meeting between the parties. The nomination must be notified in writing to the other party within 7 days of receiving notice under this clause and the meeting time nominated must be within 14 days of receipt. The parties agree to make themselves (by an officer in the case of BSC) available to meet at any reasonable time (during usual business hours on a Business Day) and place nominated under this clause and to discuss in

good faith with a view to resolving the dispute without litigation. Neither party will commence proceedings in respect of any dispute unless and until any meeting requested in a notice properly given under this clause has been held and at least 30 days have passed since the giving of the notice.

11. General provisions

11.1 Entire agreement

This Agreement is the entire agreement of the parties about the subject matter of this Agreement. No party has entered into this Agreement relying on any representations made by or on behalf of the other, other than those expressly made in this Agreement. Any amendment to this Agreement will only be effective if made in writing and signed by both parties.

11.2 Governing law

This Agreement is governed by the laws of New South Wales.

11.3 Copyright

All designs entered must be original and unique artworks, completed by the artist/s participating in this project. Ballina Shire Council is not liable for any copyright infringement on the part of the artist/s and will not become involved in copyright disputes.

Executed as an agreement

Signed by or for the General Manager of
Ballina Shire Council in the presence of:

| | | |
|------------------|---|---------------|
| _____ Witness | _____ General Manager Ballina Shire Council | _____ Date |
|------------------|---|---------------|

Signed by the Mayor of
Ballina Shire Council in the presence of:

| | | |
|------------------|---|---------------|
| _____ Witness | _____ Mayor Ballina Shire Council | _____ Date |
|------------------|---|---------------|

Signed by
in the presence of:

| | | |
|------------------|---------------------|---------------|
| _____ Witness | _____ The Artist | _____ Date |
|------------------|---------------------|---------------|

SCHEDULE A

ART SCHEDULE & REQUIREMENTS

| Item | Name | Description | | |
|---------------|---------------------------------------|-----------------------------------|--------------|---------------|
| Item 1 | Project | | | |
| Item 2 | Date of Agreement | | | |
| Item 3 | Artist details | [ARTIST NAME ADDRESS EMAIL PHONE] | | |
| Item 4 | Art | 1. Title 2. Title | | |
| Item | Location | | | |
| | Specified Requirements | | | |
| Item | Preliminary Artwork Delivery Schedule | ARTWORK TITLE 1 | | |
| | | Time | Start | Finish |
| | Design Development | XX weeks | DD MM YY | DD MM YY |
| | Fabrication/Build | XX weeks | DD MM YY | DD MM YY |
| | Delivery | - | DD MM YY | DD MM YY |
| | Install | X days | DD MM YY | DD MM YY |
| | Completion Date | DATE | | DD MM YY |

SCHEDULE B

Detailed design proposal

SCHEDULE C

Specified standards & Specification for artwork

SCHEDULE D

PAYMENT SCHEDULE

| | |
|--|---|
| Fees Schedule | |
| Commencement of Design Development | 20% |
| Commencement of Fabrication | 40% |
| Pre-Installation | 20% |
| Completion | 20% |
| Payment Terms | 30 days from receipt of Artist Tax Invoice for each agreement stage |
| | |
| Total Art Budget – Artwork Title | \$xxxxxx (plus GST if applicable)** |
| ** Individual art budgets stated in this schedule are final. Any additional costs above the amount specified in this agreement will be the responsibility of the artist, without further claim on BSC. | |
| Any variation to the above fees schedule is subject to approval from BSC | |



ballina
shire council

40 cherry street • po box 450 • ballina nsw 2478
t 02 6686 4444 • f 02 6686 7035 • e council@ballina.nsw.gov.au

ballina.nsw.gov.au