Public Art Policy

Effective from: 17 September 2007
Contact officer: Cultural Planning and Development Coordinator
Next review date: September 2012
File Reference: CS105/102/12
Resolution/s reference: H02.0905.001

OBJECTIVES

- A high standard of public art through:
  - The establishment of consistent and effective processes for the procurement and de-commissioning of public art, which are appropriate to the budget, function, social impact and expected longevity of the piece
  - The implementation of a whole-of-Council approach to the commissioning of public art on the Gold Coast ensuring the highest possible standards in both process and outcome
  - The identification of opportunities for the commissioning of public art by Council, the private sector and other stakeholders - including property developers, State Government and independent organisations - that contribute to creating a profile of the Gold Coast as an important world city
  - The strengthening of the Gold Coast cultural economy through the employment, training and provision of professional development opportunities for local artists, designers and project managers
  - The provision of opportunities, through public art projects, for the celebration and interpretation of the Gold Coast’s heritage and contemporary culture for both residents and visitors.

<table>
<thead>
<tr>
<th>Key Focus Area</th>
<th>A city connecting people and places</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outcome</td>
<td>Support and foster artistic talent in the city</td>
</tr>
<tr>
<td></td>
<td>Recognise the heritage of the Gold Coast and Traditional Owners of the land</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Key Focus Area</th>
<th>A city shaped by clever design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outcome</td>
<td>Ensure good urban design principles and guidelines are applied to new and retro-fit development and infrastructure projects to enhance the amenity and liveability of the city</td>
</tr>
<tr>
<td></td>
<td>Implement high quality urban design throughout the city by working in partnership with the community and private sector</td>
</tr>
</tbody>
</table>
Public Art Policy

Performance Measures

All Council public artwork adheres to the underlying principles of the Public Art Policy
All public art is appropriately registered as a Council asset
All public artworks to have an appropriate maintenance manual
All public artworks adhere to processes outlined in the Guidelines manual

Risk Treatment

CO000425 Failure to meet core asset management requirements and optimise lifecycle costs due to lack of a comprehensive Asset Management Improvement Program leading to negative impacts on Council’s ability to deliver on key focus area commitments

POLICY STATEMENT

Underlying the Public Art Policy is a set of guiding principles for the commissioning of public art that reflect the key issues identified in Council’s vision, plans and strategic priorities. These guiding principles are provided as Attachment A.

Council officers responsible for the commissioning, procurement and placement of public art should refer to the document Guidelines for Implementing the Public Art Policy (Attachment B). This document provides guidance on:

- Artist and project management procurement
- Artwork evaluation and assessment
- Suggestions for the utilisation of the expertise and resources available through a Public Art Reference Group
- Continued consultation and community participation
- Management, financing and funding of projects;
- Education and marketing
- Training and employment
- Conservation and maintenance
- Removal and de-accessioning

Council acknowledges that commissioning of artists, procurement and placement of artwork in the public domain can either substantially contribute toward or significantly detract from Council’s vision for the development of the Gold Coast.

Public art, as an element of good design, can reflect and showcase the character, identity and ambitions of the city at any given time, as well as adding both social and economic value to capital works.

Council encourages directorates to work together to maximise resources and outputs within a strategic framework embedded in the development plans and vision for the city as a whole. A coordinated approach and leadership is required to ensure that public art commissioned by any third party, such as property developers, is consistent with Council’s own vision for the future of the Gold Coast.
Council is committed to being proactive in its approach to partnerships with the private sector and communities to identify locations where public art will best contribute towards other policies and strategies such as area branding, community development and community renewal.

Public art management teams will have access to the Public Art Reference Group, a panel of external professionals with public art expertise, which can provide Public Art Project Management Teams with an objective, strategic and critical view on artistic and aesthetic issues. The terms of reference for the Reference Group is provided as Attachment C.

The Gold Coast is the traditional land of the Yugambeh people. The commissioning of artwork for the public domain is one mechanism for a community such as this to express its identity, in a fashion that is both instantly accessible and can convey complex and multi-layered information.

SCOPE

This policy relates to all councillors and council officers who are engaged in the process of acquiring public art, either through commission, direct purchase or donation.

In addition, the policy serves as a guide to developers, State Government, organisations, community groups and individuals who are submitting public art projects for Council’s consideration.

DEFINITIONS

Public Art

This policy specifically refers to work created for public spaces by visual artists, designers and crafts workers, including collaborations with musicians, writers and other performing artists. This includes the following types of opportunity:

- Commissioning of artists and designers to work collaboratively with design teams early in the design development process, to identify and implement artwork opportunities in new buildings, landscape and infrastructure developments
- Commissioning of artists and designers to create distinctive products and functional items such as lighting, paving and street furniture
- Commissioning of artists to produce permanent site-specific works in specified locations
- Commissioning of artists to produce temporary work and installations in specified locations
- Commissioning of community cultural development workers to work with communities to produce permanent or temporary site-specific works in specified locations

Public artworks are generally located in public spaces, either outdoors or within buildings, but this definition excludes works that are part of museum, gallery, corporate or curated collections.
Public Art Policy

RELATED POLICIES / LEGISLATION
Cultural Development Policy
Purchasing Policy
Signage and Brand Policy
Community Consultation Policy
Graffiti Policy
Infrastructure Asset Custodianship Policy

RELATED DOCUMENTS

- Public Art Policy – Underlying Principles – Attachment A
- Public Art Procedures Manual – Attachment B
- Public Art Reference Group – Terms of Reference – Attachment C
- Gold Coast City Council Corporate Plan 2009-2014
- Cultural Development Plan
- Landscape Strategy – guiding the image of the City
- Council has a range of current planning policies aimed at enriching the physical and cultural environment of the Gold Coast. These are listed in “Related Policies/Legislation”
- The Gold Coast 2010 Economic Development Strategy recognises and prioritises the need for the Gold Coast to compete internationally. This includes recognising the importance of asserting the Gold Coast’s identity as “an urban environment that fosters high quality cultural, creative, social and recreational opportunities necessary to attract and retain highly mobile 21st century knowledge workers”.

RESPONSIBILITIES

Compliance with the provisions of this policy, and any attached guidelines/templates, is mandatory.

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<thead>
<tr>
<th>Sponsor</th>
<th>Director, Community Services</th>
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</thead>
<tbody>
<tr>
<td>Business Owner</td>
<td>Manager, Library Services and Cultural Development</td>
</tr>
<tr>
<td>Policy Implementation</td>
<td>Coordinator, Cultural Planning and Development</td>
</tr>
</tbody>
</table>

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CD07.0910.004/G070917.016
H02.0905.001/G02.0913.020

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Public Art Policy
Attachment A – Underlying Principles

Underlying the Public Art Policy is a set of guiding principles for the commissioning of public art that reflect the key issues identified in Council’s vision, plans and strategic priorities.

These include:

**Excellence**
The commissioning of artworks (of whatever scale, style or function), which embody imaginative and appropriate concepts, well executed, intelligently and appropriately sited and which will therefore stand up well to national and international comparison.

**Specific to the place**
The commissioning of artworks that reflect and express different aspects of the Gold Coast and add to the enjoyment of the particular qualities of the place in which they are sited.

**Strategically considered**
The commissioning of artworks within the context of other Council objectives and plans and which measurably add value to the place; for example, by increasing its profile, by increasing the ease of the public usage, by creating a new meeting place, or by improving the quality of an old one.

**Inclusion and diversity**
The commissioning of artworks that reflect fully the range of places, interests and cultures that makes up the Gold Coast.
GUIDELINES

FOR IMPLEMENTING

THE GOLD COAST CITY

PUBLIC ART POLICY
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Attachment B
Guidelines for Implementing the Public Art Policy

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How to Use this Manual

Given the broad range of possible public art projects, it is impossible to provide a hard and fast set of procedures to be followed in implementing Council’s Public Art Policy. This document provides discretionary recommended processes and guidelines for use by Council as appropriate.

These guidelines for implementing the Gold Coast City Public Art Policy are not designed to be read from beginning to end.

All users should read Part One – Introduction, which provides an overview of the guidelines, as well as information on how this document links with the Gold Coast City Public Art Policy, and the public art reference group.

Users who are beginning work on a public art project, or considering purchasing public art, should then go to Part Two – Public Art Process Overview, which provides a flow chart that guides the user to the relevant sections of the Guidelines, depending upon the type of project being undertaken. The following five types of public art project are particularly identified:

- Commissioned permanent and temporary artwork
- Permanent and temporary artwork acquired through direct purchase
- Non-Council initiated artwork
- Artwork received as gift, donation or bequest
- Existing Council public art

Users who wish to access information regarding a particular aspect of the public art process should use the Table of Contents as a guide to select the sections to which they need to refer.

The Appendices include pro forma and examples that can be cut and pasted or printed as required. This manual provides information on how these documents are to be used.
Part 1 - Introduction

Section 1 - Purpose

This document, Guidelines for Implementing the Gold Coast City Public Art Policy (the Guidelines), provides recommendations for public art commissioning, purchase and maintenance.

The processes and guidelines documented in the Guidelines are for the information and guidance of Gold Coast City Council staff and councillors involved with public art activities.

For the purposes of this document, the public art process encompasses all relevant activities from project initiation throughout the life of the artwork, up to and including de-accessioning.

Emphasis of the Guidelines is directed toward Gold Coast City Council public art projects. However, it also includes reference to relevant guidelines associated with other public art projects such as those undertaken by private property developers in the Gold Coast area, and to artworks received as donations or through bequests that can be designated as public art.

The Guidelines should be read in conjunction with the Gold Coast City Council Public Art Policy, which is available on the Intranet.

Section 2 - Public Art Policy

The Policy defines public art as ‘work created for public spaces by visual artists, designers and crafts workers which could include collaborations with musicians, writers and other performing artists’.

Public artworks are generally located in public spaces, either outdoors or within buildings, but the definition excludes works that are part of museum, gallery or corporate collections.

Public art can be classified as permanent artworks which are designed to last indefinitely or as temporary works which are designed to be ephemeral. It can encompass freestanding sculpture, artistically designed functional street furniture, aspects of festivals and events and many other outcomes across a range of art forms.

The following guiding principles of the Policy should be applied to the commissioning and purchase of all public artwork:
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- Excellence
- Specific to place
- Strategically considered
- Inclusion and diversity

(See Part 3 - Project Initiation and the Public Art Policy for additional information.)

Section 3 - Scope
The Guidelines are applicable, but not limited, to the following projects:
- Council-initiated public art projects
- Public art purchases
- Public art projects initiated by other Government agencies (e.g. Art Built-in) private property developers or the community;
- Public art received as gifts, donations and bequests
- Existing Council public art

Council-initiated projects may include the commissioning of:
- Artists/designers to work collaboratively with design teams early in the design development process to identify and implement artwork opportunities in new buildings, landscape and infrastructure projects
- Artists/designers to create distinctive products and functional items such as lighting, paving and street furniture
- Artists to produce permanent site specific work and installations in specified locations
- Artists to produce temporary work and installations in specified locations

Section 4 - Key Advisory Contacts

Cultural Development staff
The Library Services and Cultural Development Branch is responsible for reviewing the Public Art Policy as required and for updating the Guidelines for Implementing the Gold Coast City Public Art Policy. Cultural Development staff can provide procedural advice to councillors and council officers involved in public art activities. They also coordinate the public art reference group (PARG).

Public Art Reference Group (PARG)
The role of the PARG is to provide expert advice as required throughout the public art process. Specific PARG tasks may include:
- Assessment of public art project proposals
- Assistance in the development of the project scope
- Provision of specialist cultural, artistic, aesthetic and/or design advice
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- Assistance with the selection of project managers, artists, designers
- Membership of assessment panels

Section 5 - Definitions

Artworks Commission Brief  The brief to create an original work for a specific project.

Artist/Designer  The person who creates an original work for a specific project.

Asset Custodian  The council officer accountable for ensuring that an asset is managed and that the agreed level of service is provided. This includes being responsible for the integrity and completeness of data provided to the asset data custodian and the management of risks associated with the assets.

Commissioning Agreement  The contract that outlines the agreement between Council and the artist in relation to an original work for a specific project.

Concept Design  An original preliminary design based on the project brief and communicated usually through drawings and or photomontages and sometimes through models and maquettes.

Copyright  The legal, economic and moral rights automatically granted to artists when they create an original form of expression through their skill and labour. Copyright applies to the material form of an idea rather than the idea itself and the right to reproduce an artwork can be assigned or licensed to another party by the creator.

De-accessioning  The removal and disposal of an artwork. This should be based on objective criteria and carried out in a manner that respects the artist’s moral rights.

Design Development  The original concept design advanced to address or resolve specific design issues including environmental, contextual, engineering and other more specific stakeholder requirements. The design development stage is communicated through more detailed drawings, maquettes or other appropriate communication media.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation To Quote Brief</td>
<td>Document prepared as an aid to artists and designers responding to an open competition procurement process.</td>
</tr>
<tr>
<td>Intellectual property</td>
<td>Property rights in relation to creations of the mind including artistic works that are covered by copyright.</td>
</tr>
<tr>
<td>Moral rights</td>
<td>In Australia this term means rights protected under the Copyright (Moral Rights Amendment) Act 2000 including clear identification of the creator of the work, protection from false authorship and protection of the integrity of the work against alteration or distortion that may harm the artist’s reputation.</td>
</tr>
<tr>
<td>Procurement</td>
<td>The process used to commission or purchase public art based on the nature and complexity of the project outlined in the project scope.</td>
</tr>
<tr>
<td>Project Advisory Team</td>
<td>A team brought together in the project initiation stage to develop a project proposal for appropriate approval to advance to the project development stage.</td>
</tr>
<tr>
<td>Project Brief</td>
<td>Developed from the project scope, the project brief is an outline of the proposed public art project, which is used as a guide to artists throughout the assessment process.</td>
</tr>
<tr>
<td>Project Management Team</td>
<td>A team that, under the leadership of the project manager, guides the public art project from development through to handover.</td>
</tr>
<tr>
<td>Project Proposal</td>
<td>A document prepared by the advisory team that provides a general and indicative outline of a proposed public art project, and forms the basis for a more exhaustive project scope.</td>
</tr>
<tr>
<td>Project Scope</td>
<td>A document developed by the project management team that provides the project definition information required to successfully manage the project and inform the project brief.</td>
</tr>
<tr>
<td>Public Art Reference Group (PARG)</td>
<td>The specialist group convened to assist council staff and councillors in matters relating to public art.</td>
</tr>
<tr>
<td>Selection Panel</td>
<td>A team brought together as part of the development of the project scope, usually</td>
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consisting of members of the project management team, the public art reference group and any specialists identified for the particular project, which develops the selection criteria for each public art project, and assesses the concept designs and design developments against those criteria.

Site-specific Artwork created for a particular location that is informed by the environmental, social, cultural and/or historical significance of the area.
Part 2 - Public Art Process Overview

This section contains a flow chart that provides an overview of the key stages involved with commissioning public art from project initiation through to de-accessioning, as well as the purchase of public artwork.

The following examples of public art projects are highlighted:

- **Commissioned Permanent and Temporary Artwork**
  This relates to all public art projects that involve the commissioning of an artist, crafts person or designer as part of a public art project. It also relates to the commissioning of artists to work collaboratively with design teams early in the design development process to identify and implement artwork opportunities in new buildings, landscape and infrastructure projects.

- **Permanent and Temporary Artwork Acquired Through Direct Purchase**
  This relates to a particular public artwork being purchased directly from an artist, or a purchase made through a gallery or artist's agent. It also includes purchases made through exhibitions or festivals, for example, the Swell Sculpture Festival.

- **Non-Council Initiated Artwork**
  This relates to projects that Council does not initiate. This can include public art projects initiated by developers, artists, community organisations and private businesses.

- **Artwork Received as Gift, Donation or Bequest**
  This relates to all gifts, donations and bequests received either as artworks or as cash designated for artworks.

- **Existing Council Public Art**
  This relates to particular issues relating to existing public artworks, including asset registration, maintenance and de-accessioning.
Section 1 – Public Art Guidelines Flow Chart

The following flow chart describes graphically the processes to be followed when implementing the Public Art Policy.

**Process**

1. Is this a new public artwork?
   - Yes: Go to (2)
   - No: Skip to (3)

2. Are these Guidelines to procure artwork from organisations other than Council?
   - Yes: Go to (3)
   - No: Skip to (4)

3. Will Council assume ownership of this artwork?
   - Yes: Go to (7)
   - No: Skip to (6)

4. Has the artwork been received as a gift, donation or bequest?
   - Yes: Go to (9)
   - No: Skip to (8)

5. Is the project using the Design Development phase?
   - Yes: Go to (10)
   - No: Go to (14)

6. Is this a new Project Brief?
   - Yes: Go to (11)
   - No: Skip to (12)

7. Is it a concept design phase?
   - Yes: Go to (13)
   - No: Skip to (15)

8. How is the Artwork to be procured?
   - By direct purchase:
     - Yes: Go to (16)
     - No: Skip to (18)
   - By invitation to quote:
     - Yes: Go to (17)
     - No: Skip to (20)

9. In the project using the Design Development phase?
   - Yes: Go to (19)
   - No: Go to (21)

10. The project includes either a Concept Design phase, a Design Development phase, or both phases, then:
    - Yes: Go to (22)
    - No: Skip to (25)

11. The purpose of de-accessioning, Council’s obligations and procedures to de-accession artworks is described in Part 5 Section 7.


**Documentation**

- Project Proposal
- Project Scope
- Project Brief
- Invitation to Quote
- Concept Design agreement
- Concept Design assessment sheet
- Design Development agreement
- Design Development assessment sheet
- Public Art contract
- Certificate of Practical Completion
- Public Art Asset Registration Form
- Maintenance manual

**Notes**

- Developed by the Advisory Team: This document provides project information required by artists who are responding to an Invitation to Quote.
- Prepared by the project manager: This document outlines the agreement between Council and the artist in relation to the Artwork.
- Prepared by the project manager: This document outlines the agreement between Council and the artist in relation to a Design Development for the project.
- Prepared by the project manager: This document outlines the agreement between Council and the artist in relation to a Design Development for the Artwork.
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- Prepared by the project manager: This document outlines the agreement between Council and the artist in relation to the artwork.
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- Prepared by the project manager: This document outlines the agreement between Council and the artist in relation to the artwork.
Part 3 - Project Initiation

This section outlines project initiation guidelines relevant to councillors and staff involved in the commissioning or purchase of permanent and temporary artwork.

These guidelines should also be taken into account for projects initiated by other agencies in partnership with Council (e.g. Art Built-in).

Selected guidelines in relation to assessing project proposals should be incorporated into the Council approval process for developer-initiated artwork, artist, community or other organisation-initiated artwork.

These assessment guidelines should also be applied to all public art received as gifts, through donations, or as part of a bequest.

Project initiation covers the following key sections:

- Identifying potential projects
- Role of advisory team
- Developing project proposals
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

Section 1 - Identifying Potential Projects

Role of Public Art Reference Group (PARG)

The PARG has a responsibility for strategically considering public art issues on the Gold Coast. This may include identifying potential opportunities for public art. These opportunities will be referred to relevant council officers for further consideration and, where appropriate, further action.

Other opportunities for public art projects

Potential public art projects may be identified as part of proposed capital works and urban design programmes associated with existing Council buildings, streetscapes or parklands. Other opportunities for public art could include road works and other infrastructure projects as well as festivals and events.

These projects may be subject to approval as part of the capital budget cycle, especially for larger integrated capital works projects; or within existing budgets, particularly for smaller project proposals that may be included in Council initiatives such as cultural or social planning, graffiti prevention or community projects.

Public Art Policy (PAP) principles

Potential projects, including public art gifts, should be assessed against the guiding principles of the PAP, which were developed to ensure that public art reflects Council’s vision, plans and strategic priorities for the City.

The Public Art Policy (PAP) principles are outlined below:

<table>
<thead>
<tr>
<th>PAP Principle</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellence</td>
<td>Artworks that embody imaginative and appropriate concepts; well executed, appropriately sited, and therefore stand up well to national and international comparison.</td>
</tr>
<tr>
<td>Specific to the place</td>
<td>Artworks that reflect and express different aspects of the Gold Coast and add to the enjoyment of the particular qualities of the place in which they are sited.</td>
</tr>
<tr>
<td>Strategically considered</td>
<td>Artworks that are within the context of other Council objectives and plans, and which measurably add value to the place; for example, by increasing its profile, enhancing the ease of public usage, creating a new meeting space, or improving the quality of an existing place.</td>
</tr>
<tr>
<td>Inclusion and diversity</td>
<td>Artworks that reflect fully the range of places, interests and cultures that make up the Gold Coast.</td>
</tr>
</tbody>
</table>

Section 2 - Role of Advisory Team

Once a potential project is identified, the action officer should develop proposals with input from a project advisory team. The project advisory team can be selected to provide relevant specialist expertise and advice that is relevant to the project.

The advisory team could include some or all of the following:

- Project team leader (usually the action officer)
- Divisional councillor(s)
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

- Relevant council officers (e.g. Technical Services, Urban Design, Major Projects, Infrastructure Delivery Group, the Office of City Architect and Heritage)

- Community members

For small-scale projects, such as some graffiti prevention murals, it may be appropriate for project proposals to be prepared by the project team leader without convening an advisory team.

**Note:** Should the project advance, some or all of the project advisory team may become part of the project management team or provide input at relevant stages throughout the project.

**Section 3 - Developing Project Proposals**

Project proposals should be developed for the commissioning and purchase of public artwork.

For public art initiated by developers, artists, community and other organisations, the proposal should be assessed on the same basis as Council-initiated proposals.

Where a public art gift is being considered, the proposed artwork and considerations about the prospective site will be assessed as for all other proposals.

A project proposal should be developed prior to commissioning artists to work with design teams.

These assessment guidelines should also be taken into account for projects initiated by other agencies in partnership with Council (e.g. Queensland Government through Art Built-In).

**Project Proposal format**

Although the information provided in project proposals will vary according to the relevant approval requirements and the individual public art projects, all project proposals should reflect the PAP principles outlined earlier.

The information provided in the project proposal should be general and indicative only. If the project is approved, the proposal information will provide the basis for more detailed project development including the preparation of a specific project scope and project brief (see **Part 4 - Project Development** below).

A blank copy of the following *Project Proposal pro forma* is attached as Appendix 1.
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy
Public Art Project Proposal pro forma

<table>
<thead>
<tr>
<th>Site of proposed public art</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of proposed public artwork</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of action officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of officer responsible for the project</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of eventual asset custodian</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset custodian must be identified at this stage</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Range of potential artworks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Details of types of artwork that may be suitable, eg. Permanent or temporary artworks, sculptural works, murals, community cultural development projects, performance.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accessibility and usage of proposed site</th>
</tr>
</thead>
<tbody>
<tr>
<td>A brief description of important features of the site that should be taken into consideration in the design development phase.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Any relevant Australian Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>For example, public safety, vandalism, engineering and building standards, road safety issues.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Indicative budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicative only at this stage. Possible sources of funding may also be identified.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Indicative timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicative only at this stage.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Community consultation required? (Circle response)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Is community consultation necessary or desirable?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What skills are required on the project management team?</th>
</tr>
</thead>
<tbody>
<tr>
<td>What particular skills would be needed for the management of this project? Eg. Engineering, landscaping, urban design, fine arts.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments from Advisory Team members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual members of Advisory Team may include comments on proposed project from their own perspective (eg. Engineering Services may include notes on specific engineering issues).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Asset custodian approval to proceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset custodian must sight and approve project proposal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommend to proceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of appropriate delegated officer OR Council Resolution</td>
</tr>
</tbody>
</table>

Approved: CD07.0910.004/G070917.016
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Part 4 - Project Development

This section outlines project development guidelines following approval relevant to the commissioning of permanent and temporary artwork.

These guidelines should also be used when purchasing permanent and temporary artwork, including the purchase of artwork through community exhibitions or festivals like the Swell Sculpture Festival.

These guidelines should also be taken into account for projects initiated by other agencies in partnership with Council (e.g. Art Built-in).

Selected guidelines in relation to assessing project proposals should be incorporated into the Council approval process for developer-initiated artwork and artist, community or other organisation-initiated artwork. It is suggested that the eventual asset custodian (see Section 2 - Preparing Project Scope in this part, Part 7 – Asset Registration below and Part 8 – Maintenance below) recommends the amount of Council input into the project development stage of these projects.

Note: For public art gifts, selected guidelines may apply in relation to appointing a project manager to coordinate any community consultation at this stage. The project manager will also coordinate the handover and all subsequent stages.

Project development covers the following key sections:

- Appointing project management team
- Preparing project scope
- Preparing project brief
Section 1 - Appointing Project Management Team

The project manager and the project management team are generally appointed in consultation with either the asset custodian or the Infrastructure Delivery Group.

**Project manager**

A project manager is essential to the efficient management of the public art project, and is generally involved throughout the project from development to handover.

The role of the project manager includes the development of the project plan, which includes some or all of the following:

- Proposed start and finish dates for each stage
- Review dates
- Approvals
- Consultative meetings
- Resourcing within available funds

The project manager also oversees the implementation of the project scope.

The public art project manager may be:

- A staff member involved with initiating the project (often the project team leader)
- Another suitably qualified Council staff member (for example, staff from the Economic Development Directorate’s Major Project Branch, or the Engineering Services Directorate’s Infrastructure Delivery Group)
- An external consultant with specialist expertise

If an external project manager is to be appointed, selection and contracting should comply with Council’s *Purchasing Policy* and *Guidelines*. The *Policy* and *Guidelines* are available on the Intranet. For projects that meet Council’s requirements, a Register of Pre-qualified Suppliers for public art project management has been established under this policy. For further information, contact the Engineering Services Directorate, Technical Services Branch.

**Note**: For more information about Council’s Register of Pre-qualified Suppliers, consult the *Purchasing Policy* and *Purchasing Guidelines*.

**Project management team**

The project manager may establish and work as part of a project management team, depending on the size, nature and funding of the project. The project management team may include all or some of the initial advisory team, as well as other members with relevant expertise and experience.

It is strongly recommended that the eventual asset custodian, or their nominee, is a member of the project management team. In all projects, the asset custodian must be given the opportunity to provide input into the project scope (see below). The asset officer of the Directorate of the project manager would be able to provide information on the asset custodian of the site of the proposed artwork.
The project management team will meet regularly throughout the project to make decisions and develop strategies to ensure its successful completion.

The project management team could include some or all of the following depending upon the size of the project, and the breadth of experience and expertise required:

- Divisional councillor(s)
- Relevant council officers (see table below) including eventual asset custodian
- External contractors, architects and consultants
- Community members

The following table provides examples of the range of possible specialist input from Council officers:

<table>
<thead>
<tr>
<th>Department</th>
<th>Possible Specialist Input</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services - Cultural Development staff</td>
<td>• Community cultural development</td>
</tr>
<tr>
<td></td>
<td>• Advice on implementation of PAP and Guidelines</td>
</tr>
<tr>
<td></td>
<td>• Access to local Indigenous, arts and cultural workers and organisations</td>
</tr>
<tr>
<td></td>
<td>• Liaison with public art reference group</td>
</tr>
<tr>
<td></td>
<td>• State and Federal arts funding</td>
</tr>
<tr>
<td>Community Services – Social Planning and Research Branch</td>
<td>• Culturally and Linguistically Diverse (CALD) issues</td>
</tr>
<tr>
<td></td>
<td>• Youth</td>
</tr>
<tr>
<td></td>
<td>• Access and equity issues</td>
</tr>
<tr>
<td></td>
<td>• Graffiti Policy</td>
</tr>
<tr>
<td>Community Services - Parks and Recreational Services Branch</td>
<td>• Landscape architecture</td>
</tr>
<tr>
<td></td>
<td>• Health and recreation planning and facilities</td>
</tr>
<tr>
<td>Economic Development and Major Projects – Major Projects Branch</td>
<td>• Project management</td>
</tr>
<tr>
<td>Engineering Services – Technical Services Branch</td>
<td>• Safety standards and access</td>
</tr>
<tr>
<td></td>
<td>• Risk management</td>
</tr>
<tr>
<td></td>
<td>• Fabrication and installation</td>
</tr>
<tr>
<td></td>
<td>• Procurement Service Centre</td>
</tr>
<tr>
<td>Engineering Services – Infrastructure Delivery Group</td>
<td>• Project management</td>
</tr>
<tr>
<td>Planning, Environment and Transport – Strategic and Environmental Planning Branch</td>
<td>• Heritage</td>
</tr>
<tr>
<td></td>
<td>• Conservation</td>
</tr>
<tr>
<td></td>
<td>• Urban design and architecture</td>
</tr>
<tr>
<td>Planning, Environment and Transport – Implementation and Assessment Branch</td>
<td>• Local Area Plans (LAP)</td>
</tr>
<tr>
<td></td>
<td>• Development assessment and compliance</td>
</tr>
<tr>
<td>Organisational Services – Financial Services Branch</td>
<td>• Procurement and contracts</td>
</tr>
<tr>
<td></td>
<td>• Procurement Service Centre</td>
</tr>
<tr>
<td>City Governance – Corporate Planning and Performance Branch</td>
<td>• Asset management</td>
</tr>
<tr>
<td>City Governance – Legal Services Branch</td>
<td>• Indigenous cultural heritage</td>
</tr>
<tr>
<td></td>
<td>• Contract management</td>
</tr>
<tr>
<td>City Governance – Corporate Communications Branch</td>
<td>• Media management</td>
</tr>
<tr>
<td></td>
<td>• Marketing</td>
</tr>
<tr>
<td></td>
<td>• Community consultation</td>
</tr>
<tr>
<td>City Governance – Corporate Risk Branch</td>
<td>• Occupational health and safety</td>
</tr>
<tr>
<td></td>
<td>• Insurance issues</td>
</tr>
</tbody>
</table>
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

Section 2 - Preparing Project Scope

The project scope is developed by the project management team based on the original project proposal.

The scope provides the project definition information required to successfully manage the project and inform the project brief in relation to:

- Commissioning artwork
- Commissioning artists to work with design teams
- Purchasing artwork

A project scope is particularly important when purchasing artwork through exhibitions or festivals (eg. Swell Sculpture Festival) to ensure that any work purchased meets the principles of the Public Art Policy, in particular the principles that public art be strategically considered, and specific to the place.

A project scope should be developed for projects initiated by other agencies in partnership with Council (e.g. Art Built-in).

In the case of developer-initiated artwork and artist, community or other organisation-initiated artwork it is suggested that the eventual asset custodian (see Section 2 - Preparing Project Scope in this Part, Part 7 – Asset Registration below and Part 8 – Maintenance below) recommends the amount of Council input into the project development stage of these projects.

While all projects will require a project scope, larger or more complex projects may require far more detailed information than smaller projects.

Public art reference group input

Large projects may benefit from the input of the public art reference group. Before sign-off, the project scope can be circulated to the members of the reference group through Council's Cultural Planning and Development Coordinator for comment.

Note: When developing the project scope, the project management team should refer to the PAP and Part 5 - Procurement below for additional information.

A blank copy of the following Project Scope pro-forma is attached as Appendix 2.
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

Public Art Project Scope pro forma

1 Project Description

Details of project entered here.

<table>
<thead>
<tr>
<th>Directorate/Branch:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Project Management Team Leader:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Asset custodian:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eventual asset custodian must be identified at this point.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Art Project Management Team members:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Centre/Project/Task No. for procurement:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The source of funds for procurement must be identified at this point.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Centre/Project/Task No. for maintenance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The source of funds for on-going maintenance of the artwork must be identified at this point.</td>
</tr>
</tbody>
</table>

2 Project Budget

Budget: Budget should include the projected cost of the artwork at handover:

- Procurement costs, e.g., advertising, selection, consultancies, artist(s) fees for concept design and design development (see Part 5 – Procurement below);
- Artist fees including fabrication; and,
- Site preparation and installation.

3 Project Milestones

Provide timelines and milestones as applicable for the particular project. Attach GANTT Charts if appropriate

<table>
<thead>
<tr>
<th>Community Consultation:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Call for Tender/Invitations to Quote:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Artist Selection:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Developed Design:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Construction:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Handover:</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

4 Site Assessment

Assessing a site for its social, cultural, historical and environmental significance can help ensure that the final artwork is site specific. Naturally, a large iconic sculptural installation may require more research than an anti-graffiti mural.

For some public art projects, the process is as important as the outcome. A community mosaic project, for example, may employ an artist who, with the community, utilises the...
services of a local historical society or library to research historical significance of the site as part of the project itself.
For any project, however, an adequate site assessment can ensure that public art projects are relevant and appropriate for their sites, and have meaning and resonance in the community.

<table>
<thead>
<tr>
<th>Location of Public Art:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Features:</td>
</tr>
<tr>
<td>Social Significance:</td>
</tr>
<tr>
<td>Historical Significance:</td>
</tr>
<tr>
<td>Cultural Significance:</td>
</tr>
<tr>
<td>Community Stakeholders:</td>
</tr>
<tr>
<td>Accessibility and Current Use:</td>
</tr>
<tr>
<td>Economic and Community Impact:</td>
</tr>
</tbody>
</table>

5 Risk Assessment

A thorough investigation into risks associated with the project in consultation with the asset custodian, is necessary. Will the work be directly accessible to the public? What is required to ensure it does not present an unacceptable safety risk to the public? What durability factors are involved? Atmospheric (ie. salt air)? What would be unsuitable materials to be used? Is the work near a road? Does this impact upon the design or materials used? Will young people be involved in the project? What legal requirements are involved? Is a blue card necessary for community cultural development workers?

<table>
<thead>
<tr>
<th>Public safety:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Durability:</td>
</tr>
<tr>
<td>Willful damage:</td>
</tr>
<tr>
<td>Legal requirements:</td>
</tr>
<tr>
<td>Other risk issues:</td>
</tr>
</tbody>
</table>

6 Gold Coast City Council Policies and Plans

<table>
<thead>
<tr>
<th>Gold Coast Public Art Policy:</th>
<th>All public art projects should be considered within the context of the Public Art Policy. How are the principles of the Policy supported? And what objectives of the Policy will be implemented?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other relevant Council Policies, Plans and Strategies:</td>
<td>Other Council documents may well be relevant to projects. Examples could include: • Cultural Development Policy and Strategy</td>
</tr>
</tbody>
</table>
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

7 Type of Project

| Description: Public art can include a diversity of art forms and projects could provide an opportunity for a number of different types of artworks or practice including one or a combination of the following: |
| - Performing arts, visual arts, including sculpture and text-based work |
| - Hybrid works including multimedia |
| - Workshops, residencies and mentorships associated with public artwork |
| For many projects it may be appropriate to attach a site map here. |

8 Values Statement

| The themes, values and concepts which inform the project brief: Drawing on information derived above, the themes, values and concepts that will inform the project brief need to be articulated. These will be utilised by the artists when they prepare their concept designs, and can also be used to inform public discussion of the finished artworks. Areas of potential risk should be identified to guide the artists. |

9 Procurement Process

| Procurement Process: When deciding on the most appropriate procurement process, the following points should be considered: |
| - Procurement Policy requirements |
| - PAP underlying principles |
| - Objectives of the project |
| - Current and projected needs in relation to the site and the local community |
| - PARQ comments |
| - Size and budget of the project |
| Part 5 – Procurement below explains in detail the procurement processes to be followed. Information provided here should include whether an invitation to quote or call for tender is required, and whether the process followed will have concept design and/or design development phases. |
10 Additional Resources

| Additional resources, expertise, consultancy needed: | Individual public art projects may need additional resources, expertise and consultancies for the selection process, the procurement process, and fabrication and installation. These may include Indigenous leaders to help with consultation with aboriginal communities, people experienced in working with young people, professional curators for aesthetic issues or engineers required to assess specialist reports. |

11 Selection Panel

| Names: | Using the information above to identify the required expertise, a selection panel should be appointed and include members of the project management team and the PARG (if required). The role of the selection panel will be to develop the selection criteria and assess artists’ proposals or artworks against the selection criteria. Council’s Cultural Planning and Development Coordinator acts as liaison with the PARG. |

12. Public Art Reference Group

| Public Art Reference Group comments attached? Yes/No | For larger projects, the project scope may be circulated to members of the public art reference group for further comment. |

| Signature of Project Management Team Leader: | |
| Date: | |

Section 3 - Preparing Project Brief

The project brief is used throughout the procurement process as a guide to artists through the assessment process. It is developed from the project scope.

The project brief contains the following sections from the project scope:

- Project Description (sections relevant to artists only)
- Project Budget (sections relevant to artists only)
- Milestones (sections relevant to artists only)
- Type of Project
- Values Statement
- Procurement Process

A blank Project Brief pro forma is attached as Appendix 3.
Part 5 – Procurement

This section outlines procurement guidelines relevant to the commissioning and purchasing of permanent and temporary public artwork in accordance with the project scope.

These guidelines will also be relevant to the commissioning of artists to work with design teams where work is subsequently being commissioned.

In certain cases, particularly for larger, more complex projects, the project scope may recommend that external consultants be engaged to assist with the commissioning or purchase of artwork. Consultant contracts should detail in full Council’s requirements and involvement in the procurement process as outlined in the following guidelines.

Procurement covers the following key sections:

- Purchasing Guidelines
- Commissioning Artwork
- Concept Design
- Design Development
- Purchasing Artwork
- Contracting Artists
Section 1 - Purchasing Guidelines

Purchasing policy and guidelines

The Gold Coast City Council has a Purchasing Policy and Purchasing Guidelines, which apply to all Council purchases including the commissioning and the purchasing of public artwork. The policy and guidelines were developed to be open and transparent and achieve the most advantageous outcome to Council.

Purchasing Policy and Guideline criteria include:

- Open and effective competition
- Value for money
- Enhancement of the capabilities of local business and industry
- Environmental protection
- Ethical behaviour and fair dealing

Project managers of all public art projects should ensure that they are aware of the latest guidelines and requirements for the procurement of public art. The following Council officers can provide advice on all aspects of purchasing and procurement:

- Coordinator – Tenders and Specifications, Engineering Services Directorate, ext 6378.
- Coordinator – Supply Services, Organisational Services Directorate, ext 6436.

Outline of basic Purchasing Policy requirements as at April 2007:

<table>
<thead>
<tr>
<th>Cost of Goods/Services</th>
<th>Requirement(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $3,000.00 ex GST</td>
<td>Quotation from at least one supplier.</td>
</tr>
<tr>
<td>$3,000.00 - $15,000.00 ex GST</td>
<td>two verbal quotations</td>
</tr>
<tr>
<td></td>
<td>The terms and conditions of purchase must be documented by the issue of either:</td>
</tr>
<tr>
<td></td>
<td>A Gold Coast City Council purchase order</td>
</tr>
<tr>
<td></td>
<td>Appropriate contract documentation when carrying out of work is involved</td>
</tr>
<tr>
<td>$15,000.00 - $150,000.00 inc GST</td>
<td>Three written quotations, prior to contract</td>
</tr>
<tr>
<td></td>
<td>Either a closed (informal) or open (public) process</td>
</tr>
<tr>
<td></td>
<td>Evaluation of quotations should be fully documented and clearly demonstrate how the recommendation for acceptance of the most advantageous quotation has been determined.</td>
</tr>
<tr>
<td></td>
<td>Following acceptance, purchase orders or letters of acceptance/non-acceptance should be prepared and forwarded to the respondents</td>
</tr>
</tbody>
</table>
Public Art Policy
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| Over $150,000.00 inc GST | • Public tender.  
Evaluation of tenders should be fully documented and clearly demonstrate how the recommendation for acceptance of the most advantageous tender has been determined.  
Following acceptance, purchase orders or letters of acceptance/non-acceptance should be prepared and forwarded to the tenderers. |

**Note:** The project management team must adhere to Council’s *Purchasing Policy* but also take into account the specific requirements of the project to determine whether an invitation to quote, public tender, direct purchase or direct commission process is appropriate. (See also *Part 4 – Project Development Section 2 - Preparing Project Scope* above and *Section 2 - Commissioning Artwork* in this Part).
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Section 2 - Commissioning Artwork

Note: For direct purchase of artwork go to Section 5 – Purchasing Artwork in this Part.

For public art projects worth $150,000.00 (inc GST) or more, a public tender process must be followed through the appropriate procurement service centre. However, public artwork up to $150,000.00 can be commissioned through either open or limited competition. All open competition must go through the appropriate procurement service centre. An artist may only be engaged by direct commission for projects under $3,000.00.

The specific requirements of the project outlined in the project scope, and the following advantages and disadvantages, will help the project management team determine the most appropriate strategy.

Commissioning process options:

<table>
<thead>
<tr>
<th>Commissioning Process</th>
<th>Advantages</th>
<th>Disadvantages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open competition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· must go through appropriate procurement service centre</td>
<td>· equitable access for all interested artists</td>
<td>· comparatively lengthy</td>
</tr>
<tr>
<td>· advertised invitations to quote</td>
<td>· potentially large number of applicants</td>
<td>· comparatively expensive in terms of advertising and administration</td>
</tr>
<tr>
<td>· shortlist of artists</td>
<td>· invitation to submit concept design (optional – recommended for large projects, see below)</td>
<td></td>
</tr>
<tr>
<td>· invitation to submit concept design (optional – recommended for large projects, see below)</td>
<td>· shortlist of artists (optional – recommended for large projects, see below)</td>
<td></td>
</tr>
<tr>
<td>· invitation to submit design development,</td>
<td>· shortlist of artists</td>
<td></td>
</tr>
<tr>
<td>· shortlist of artists</td>
<td>· final selection</td>
<td></td>
</tr>
<tr>
<td>· final selection</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Public Art Policy
### Attachment B
### Guidelines for Implementing the Public Art Policy

<table>
<thead>
<tr>
<th>Limited competition</th>
<th>Direct commission (&lt; $3,000.00)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• pre-selected artists invited to submit concept design (optional – recommended for large projects, see below)</td>
<td>• single artist invited to quote and submit concept design (see below)</td>
<td></td>
</tr>
<tr>
<td>• selection/shortlist of artists (optional – recommended for large projects, see below)</td>
<td>• quote accepted or alternative quote sought</td>
<td></td>
</tr>
<tr>
<td>• invitation to submit design development, final selection</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• quicker and less expensive than open competition</td>
<td>• comparatively quick and inexpensive for small projects, e.g., murals</td>
<td>• not equitable</td>
</tr>
<tr>
<td></td>
<td>• if selection is well-targeted, could result in a good match between artist and project</td>
<td>• critical to select most appropriate artist in the first instance</td>
</tr>
<tr>
<td></td>
<td>• less equitable</td>
<td>• not equitable</td>
</tr>
<tr>
<td></td>
<td>• fewer proposals</td>
<td>• critical to select most appropriate artist in the first instance</td>
</tr>
<tr>
<td></td>
<td>• may result in artwork by artists who are already well-represented locally unless selection is well-targeted</td>
<td>• not equitable</td>
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<td>• may result in artwork by artists who are already well-represented locally unless selection is well-targeted</td>
<td>• not equitable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• critical to select most appropriate artist in the first instance</td>
</tr>
</tbody>
</table>

For open competition commissions, the project manager will need to prepare an advertisement in relation to the invitation to quote and send an invitation to quote brief to all applicants through the appropriate procurement service centre. For further information about the advertisement and brief, see below.

For limited competition, the project manager will need to send a project brief to the selected artists.

For direct commissions, the project manager will need to send a project brief to the selected artist.

**Note:** Artists can be selected for limited competition and direct commission projects with the assistance of external consultants from Council’s Register of Pre-qualified Suppliers.
Concept Design and Design Development

*Concept design* and *design development* are phases in the assessment process.

In the *concept design* phase, artists are requested to provide an initial concept in a visual format – usually sketches – and a conceptual statement regarding the proposed artwork that relates it to the project brief. An indicative budget for the artwork should be included.

In the *design development* phase, artists are required to provide more detailed information about the proposed artwork. Maquettes, models or detailed plans are expected, as is information regarding fabrication, materials, maintenance and any risk factors. The budget should be detailed and supported by appropriate documentation. Engineering certificates, where applicable, should be attached.

For larger, more complex projects, both *concept design* and *design development* may be appropriate. For less complex projects, only one of these phases may be required. It is recommended that for projects with a budget of less than $15,000, a *concept design* is sufficient. For projects with a budget of more than $15,000, *design development* should be requested.

It is appropriate for artists to receive a fee for both *concept design* and *design development*.

For more information on *concept design* and *design development*, including recommended fees, see the appropriate sections below.

Invitation to Quote Brief

Invitations to quote are applicable to open competition projects where artists are invited through a public advertising campaign to respond to a brief by providing a curriculum vitae and relevant selected examples of their work. An example of an advertisement calling for responses to an invitation to quote is attached as Appendix 4. All open competition procurement should go through the appropriate procurement service centre.

**Note:** There are certain requirements regarding advertising for projects with a budget of greater than $150,000, which must go to public tender through the appropriate procurement service centre. For information regarding the procurement process for these projects, please see Council’s *Procurement Policy* and the *Purchasing Guidelines*, which are available on the Intranet.

Details regarding the commissioning process should be provided as part of the project brief, in particular, whether concept design and/or design development would be required.

The following *Invitation To Quote Brief* should include information from the project scope, as well as the additional information given. A blank *Invitation to Quote pro forma* is attached as Appendix 5:
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Public Art Invitation to Quote Brief pro forma

1. Introduction

<Artists, fabricators, designers> are invited to submit responses to the invitation to quote for the design, construction and installation of

Use information from Part 6 of the Project Scope – “Type of Project”

2. Project Details

Use information from Part 7 of the Project Scope – “Values Statement”

3. Artist Submission Requirements

The purpose of the invitation to quote process is to identify those artists who the selection panel, based on information provided, are confident have the experience and skills to deliver the required outcome.

The information required from artists may vary from project to project, but the following can be used as a guide:

- Artist’s cv of no more than two pages
- No more than five slides/photos of current or relevant work (for non-visual arts projects, artists can submit reviews of completed work or videotape samples)
- Any other documentation the artist feels can support their claim to expertise relevant to the project
- Three referees who can confirm the artist’s ability to deliver a required outcome:
  - On time
  - On budget

Artists are not required to provide design details or maquettes at this stage.

4. Assessment Criteria

The following is a suggested weighting system only. The selection criteria weighting may vary according to the project. For instance, for projects with a strong community emphasis may require greater relevant experience, and the artistic merit may be of lesser importance.

- Artistic merit – 50%
- Relevant experience – 20%
- Referees’ report – 20%
- Management –10%  
  - Organisational
  - Economic

5. Commissioning Process

Use information from Part 8 of the project scope – “Procurement Process.

- Invitations to Quote response assessment
- Concept design requirements (if relevant – see above)
- Design development requirements (if relevant – see above)
- Final commissioning process

6. Timelines

Use information from Part 3 of the project scope – “Project Milestones”, as relevant for the artists.

7. Budget
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Using information from Part 3 of the Project Scope – “Project Budget”, provide an indicative budget to the artists. It should be made clear that this amount includes (as relevant):

- Artist fee
- Fabrication
- All relevant engineering, safety and other reports
- Installation

Details of the fees payable for concept design and design development (as relevant) should be included here, as should a clear statement that a fee is NOT payable for submission of a response to invitations to quote.

8. Selection Panel

It may be considered appropriate to provide details of the members of the selection panel from Part 10 of the Project Scope – “Selection Panel Members”.

9. Contact Details

Contact details for a person to provide further information or clarification if required should be provided. This person is generally the project manager.
An address for submissions should be provided, as well as a closing date for all submissions.
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Invitations to Quote response assessment

All invitations to quote that satisfy the guidelines will need to be assessed according to the selection criteria developed by the selection panel. In accordance with Council’s Purchasing Policy, the assessment process should be fully documented and clearly demonstrate how the recommendation has been determined. An example of an Invitations to Quote response assessment Sheet is attached as Appendix 6.

All unsuccessful applicants should be advised by the project manager in writing.

Limited competition

For projects that use limited competition to identify artists, invitations to quote are sent directly to selected artists.

These artists should be required to respond to the project brief by providing curriculum vitae, selected examples of their work, and any other documentation that they feel would support their claim to expertise relevant to the project.

Assessment of these responses should still be fully documented, and it should still be clearly demonstrated how the recommendation was determined, in accordance with Council’s Purchasing Policy. To this purpose, the Invitations to Quote response assessment Sheet, attached as Appendix 6, should be used. Please note that the criteria weightings given are an example only, and should be modified according to the needs of the particular project prior to quotes being invited.

All unsuccessful applicants should be advised by the project manager in writing.

Recommended number of short-listed artists

Deciding the number of artists to be short-listed requires balancing the desired outcomes of the project against the budget available. A larger number of short-listed artists can provide a greater range of project designs and a potentially better artistic outcome. However, as artists should be paid for concept design and design development, a larger pool of artists has a financial impact that must be considered. The following, therefore, should be considered as recommendations only, with decisions made by the project management team after considering the objectives of each particular project.

For larger projects that have gone to either open or limited competition, and that are utilising both concept design and design development phases, it is recommended that between 6 and 10 artists are short-listed and invited to submit concept designs. Of these artists, between 3 and 5 should be requested to submit a design development.

For projects that have gone to open or limited competition, and that are only utilising one or other of the concept design or design development phases, it is recommended that 3 to 5 artists are short-listed and invited to submit to the next phase.

Direct commission

When an artist is approached as a direct commission, it is recommended that they be asked to provide a concept design as a response to the project brief (see Section 3 - Concept Design in this Part, below).

Section 3 - Concept Design
The following relates to those public art projects where the concept design phase has been incorporated into the assessment process (see above). If the project is only using the design development phase, please go to Section 4 – Design Development in this Part below.

**Concept Design Agreement**

The template for a concept design agreement is attached as Appendix 7.

Certain information pertinent to each particular project needs to be entered into the agreement and schedule. This information required is highlighted on the attached example and enclosed by << >> marks. Within the body of the agreement itself, this information includes the name and address of the artist, the name of the project manager, the name of the delegated person signing the agreement on behalf of Council, the delegation number and the number of the relevant Council resolution.

The following information relates to the schedule to the concept design agreement.

<table>
<thead>
<tr>
<th>Heading</th>
<th>Detailed Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Brief</td>
<td>The project brief, including any revisions following the invitations to quote phase, should be attached as an appendix to the schedule.</td>
</tr>
<tr>
<td>2. Assessment Criteria</td>
<td>The assessment criteria as provided may be amended to fit the requirements of the particular public art project.</td>
</tr>
<tr>
<td>3. Assessment Criteria Weightings</td>
<td>The weightings applied to the assessment criteria will vary with the public art project. For instance, projects with a strong community emphasis may require greater relevant experience, and the artistic merit may be of lesser importance.</td>
</tr>
<tr>
<td>4. Submission Due Date</td>
<td>The closing date of submissions should be provided.</td>
</tr>
<tr>
<td>5. Payment of the Fee</td>
<td>Fee details should be provided (see below).</td>
</tr>
</tbody>
</table>
Fee for Concept Design

The fee offered for concept design should be based upon the length of time an artist is expected to spend preparing it. At the time of writing (April 2007), the daily fee for a casual public artist was around $300.00 per day.

A mural artist may be expected to spend between two and five days to prepare a concept design for a mural, depending upon its size and complexity. The fee for a concept design for this style of public art project would generally be in the range of $500.00 - $1,500.00.

A concept design for a monumental sculptural work may take up to two weeks to prepare. A range of $1,000.00 - $2,000.00 is appropriate.

Project managers should be aware that the creative industries are as influenced by free market forces as any other industry, and that well-known artists and designers may expect significantly higher fees.

For current information regarding artists’ fees, refer to the Visual Artists Code of Practice: 2nd Edition, which can be found on the web site of the National Association for the Visual Arts (NAVA) at www.nava.org.au


Invitation to submit a Concept Design

Artists should be advised in writing by the project manager that they have been shortlisted for the concept design phase OR that they are being invited to respond to a direct commission. Two (2) copies of the concept design agreement should be attached to the letter. The letter should contain the following additional information:

- The date, time and location of a preliminary briefing and site visit
- The closing date for concept design submissions
- The address for submission of concept designs
- The name and contact details of the project manager, should further information or clarification be required
- The date, time and location of the presentation of the concept design
- The letter should state that concept design submissions would not be considered unless two signed copies of the enclosed concept design agreement accompany them

Attaching Public Art Contract

If the artist is to be commissioned after the concept design phase (ie the design development phase is not to be used), a blank copy of the public art contract should also be attached to the letter. In this case, the letter should state that the artist, in
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his/her concept design, should acknowledge in writing his/her acceptance of the terms and conditions of the public art contract.

Note: Attention should specifically be drawn to Clause 4.3 of the contract, which states the requirement that the artist should provide a maintenance manual (see Part 8 – Maintenance, below).

The template of a public art contract is attached as Appendix 8.
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Concept design assessment

All proposals that satisfy the guidelines will need to be assessed according to the selection criteria developed by the selection panel.

All unsuccessful applicants should be advised in writing. This should be done by the appropriate procurement centre in open competition projects, and by the project manager for all other projects.

It is recommended that at least 3 artists be short-listed when commissioning artworks that require developed designs.

For projects that require design development, short-listed artists will be invited in writing to submit a design development proposal (see also Section 4 - Design Development in this Part, below).

For projects that do not require design development, one successful artist will be selected and commissioned to undertake the work (see Section 6 - Contracting Artists in this Part, below).

Assessment of the concept designs received should be fully documented, and it should be clearly demonstrated how the recommendation was determined, in accordance with Council’s Purchasing Policy. To this purpose, the concept design assessment sheet, an example of which is attached as Appendix 10, should be used. Please note that the criteria and the criteria weightings given are an example only, and should be modified according to the needs of the particular project. For example, in a community cultural development project, methodology may require a higher rating, and a project that has significant public liability or safety risk factors like a sculptural work in a public park may require a higher rating for technical merit.

Section 4 - Design Development

The following relates to those public art projects where the design development phase has been incorporated into the assessment process (see above).

Design Development Agreement

An example of a design development agreement is attached as Appendix 11.

Certain information pertinent to each particular project needs to be entered into the agreement and schedule. This information required is highlighted on the attached example and enclosed by << >> marks. Within the body of the agreement itself, this information includes the name and address of the artist, the name of the project manager, the name of the delegated person signing the agreement on behalf of Council, the delegation number and the number of the relevant Council resolution.

The following information relates to the schedule to the design development agreement.

<table>
<thead>
<tr>
<th>Heading</th>
<th>Detailed Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Brief</td>
<td>The project brief, including any revisions following the invitations to quote phase, should be attached as an appendix to the schedule.</td>
</tr>
<tr>
<td>2. Assessment Criteria</td>
<td>The assessment criteria as provided may be amended to fit the requirements of the particular public art project.”</td>
</tr>
<tr>
<td>3. Assessment</td>
<td>The weightings applied to the assessment criteria will vary with the</td>
</tr>
</tbody>
</table>
Criteria Weightings

<table>
<thead>
<tr>
<th>Criteria Weightings</th>
<th>public art project. For instance, projects with a strong community emphasis may require greater relevant experience, and the artistic merit may be of lesser importance.</th>
</tr>
</thead>
</table>

4. Submission Due Date

<table>
<thead>
<tr>
<th>4. Submission Due Date</th>
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</tr>
</thead>
</table>

5. Payment of the Fee

<table>
<thead>
<tr>
<th>5. Payment of the Fee</th>
<th>Fee details should be provided (see below).</th>
</tr>
</thead>
</table>

Fee for Design Development

The fee offered for design development should be based upon the length of time an artist is expected to spend preparing it. At the time of writing (July 2006), the daily casual fee for a public artist was around $300.00 per day. At the Design Development phase it is appropriate to supplement this daily rate with additional payments to recognise the creative and intellectual uniqueness of the design.

A mural artist may be expected to spend between two days and a week to prepare a design development for a mural (which would need to be painted — sketches would not be acceptable) depending upon its size and complexity. The fee for a design development for this style of public art project would generally be in the range of $900.00 - $2,000.00.

A design development for a monumental sculptural work may take up to three weeks to prepare, depending upon its complexity. It should be noted that certification reports from engineers, safety consultants and so on can be a major cost that should be taken into consideration when setting fees. A range of $2,500.00 - $6,000.00 is appropriate.

Project managers should be aware that the creative industries are as influenced by free market forces as any other industry, and that well-known artists and designers may expect significantly higher fees.

For current information regarding artists’ fees, refer to the Visual Artists Code of Practice: 2nd Edition, which can be found on the web site of the National Association for the Visual Arts (NAVA) at www.nava.org.au


Invitation to submit a Design Development

Artists should be advised in writing by the project manager that they have been shortlisted for the design development phase OR that they are being invited to respond to a direct commission. Two (2) copies of the design development agreement should be attached to the letter. The letter should contain the following additional information:

- The date, time and location of a preliminary briefing and site visit (if this hasn’t occurred during the concept design phase)
- The closing date for design development submissions
- The address for submission of design developments
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- The name and contact details of the project manager, should further information or clarification be required
- The date, time and location of the presentation of the developed design
- The letter should state that design development submissions would not be considered unless two signed copies of the enclosed design development agreement accompany them
- A blank copy of the public art contract should also be attached to the letter. The letter should state that the artist, in his/her developed design, should acknowledge in writing his/her acceptance of the terms and conditions of the public art contract. The public art contract is attached as Appendix 8

Note: Attention should specifically be drawn to Clause 4.3 of the contract, which states the requirement that the artist should provide a maintenance manual (see Part 8 – Maintenance, below).

Design development assessment
All proposals that satisfy the guidelines will need to be assessed according to the selection criteria developed by the selection panel.

All unsuccessful applicants should be advised in writing. This should be done by the appropriate procurement centre in open competition projects, and by the project manager for all other projects.

It is recommended that at least three (3) artists be short-listed when commissioning artworks that require developed designs.

One successful artist will be selected from the design development phase and commissioned to undertake the work. This artist should be notified in an acceptance letter, which should be forwarded with the public art contract (see Section 6 - Contracting Artists in this Part, below).

Assessment of the design developments received should be fully documented, and it should be clearly demonstrated how the recommendation was determined, in accordance with Council’s Purchasing Policy. To this purpose, the design development assessment sheet, an example of which is attached as Appendix 12, should be used. Please note that the criteria and the criteria weightings given are an example only, and should be modified according to the needs of the particular project. For example, in a community cultural development project, methodology may require a higher rating, and a project that has significant public liability or safety risk factors like a sculptural work in a public park may require a higher rating for technical merit.

Section 5 - Purchasing Artwork

Note: Purchasing existing artwork is not the recommended process for procuring public art. Commissioning rather than purchasing artwork will generally result in better artistic, cultural, social, environmental and economic outcomes as the work will be designed specifically for its location. Purchasing can compromise one of the guiding principles of the Public Art Policy, that public art be specific to the place.

However, the specific requirements of the project determined by the project scope and the advantages and disadvantages outlined below will help the project
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management team decide on the most appropriate strategy for achieving acceptable outcomes, should the decision be made to purchase.

As for commissioned work, when purchasing public art worth $150,000.00 or more, an open or public tender process must be followed. However public artwork up to $150,000.00 can be purchased through either open or limited competition. Only artwork valued under $3,000.00 may be purchased directly.

Purchasing process options:

<table>
<thead>
<tr>
<th>Commissioning Process</th>
<th>Advantages</th>
<th>Disadvantages</th>
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<td>• equitable access for all interested artists/galleries</td>
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<tr>
<td></td>
<td>• potentially large number of applicants</td>
<td>• comparatively expensive in terms of advertising and administration</td>
</tr>
<tr>
<td></td>
<td>• provides publicity about project, especially high-profile projects</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• final selection</td>
<td></td>
</tr>
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<td>Limited competition</td>
<td>• quicker and less expensive than open competition</td>
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</tr>
<tr>
<td>Direct purchase (&lt; $3,000.00)</td>
<td>• comparatively quick and inexpensive for small projects</td>
<td>• not equitable</td>
</tr>
<tr>
<td></td>
<td>• opportunity to use a local artist, if appropriate</td>
<td>• critical to select most appropriate artist in the first instance</td>
</tr>
<tr>
<td></td>
<td>• single artist/gallery invited to quote</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• quote accepted or alternative quote sought</td>
<td></td>
</tr>
</tbody>
</table>

For open tenders, the project manager, through the appropriate procurement service centre, will need to:

- Prepare an advertisement in relation to the invitation to quote
- Send an invitation to quote brief to all applicants

For limited competition, the project manager will need to either:

- Send a project brief to the selected artists/agent/galleries, or
- The selection panel should attend the gallery or festival and select from displayed artworks, based on the project brief.

For direct purchase, the project manager will need to:

- Send a project brief and purchasing agreement to the selected artist/agent/gallery

Note: Artwork can only be selected through limited competition and direct purchase where the prices of a selection of artworks from a number of artists are clearly...
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displayed. This may include commercial galleries, or festivals like the Swell Currumbin Sculpture Festival.

Invitation To Quote brief

Invitations to quote are applicable for open competition where galleries, agents or artists are invited to respond to a brief by providing an artist’s curriculum vitae and images of artworks they feel match the brief.

The following *Invitation To Quote Brief* should include information from the project scope, as well as the additional information given. A blank *Invitation to Quote pro forma* is attached as Appendix 5:
10. Introduction

<Artists, fabricators, designers> are invited to submit responses to the invitation to quote for the design construction and installation of

Use information from Part 6 of the Project Scope – “Type of Project”

11. Project Details

Use information from Part 7 of the Project Scope – “Values Statement”

12. Artist Submission Requirements

The purpose of the invitation to quote process is to identify those artists who the selection panel, based on information provided, are confident have the experience and skills to deliver the required outcome. The information required from artists may vary from project to project, but the following can be used as a guide:

- Artist’s cv of no more than two pages
- No more than five slides/photos of current or relevant work (for non-visual arts projects, artists can submit reviews of completed work or videotape samples)
- Any other documentation the artist feels can support their claim to expertise relevant to the project
- Three referees who can confirm the artist’s ability to deliver a required outcome:
  - On time
  - On budget

Artists are not required to provide design details or maquettes at this stage.

13. Assessment Criteria

The following is a suggested weighting system only. The selection criteria weighting may vary according to the project. For instance, for projects with a strong community emphasis may require greater relevant experience, and the artistic merit may be of lesser importance.

- Artistic merit – 50%
- Relevant experience – 20%
- Referees’ report – 20%
- Management – 10%
  - Organisational
  - Economic

14. Commissioning Process

Use information from Part 8 of the project scope – “Procurement Process.”

- Invitations to Quote response assessment
- Concept design requirements (if relevant – see above)
- Design development requirements (if relevant – see above)
- Final commissioning process

15. Timelines

Use information from Part 3 of the project scope – “Project Milestones”, as relevant for the artists.

16. Budget
Using information from Part 3 of the Project Scope – “Project Budget”, provide an indicative budget to the artists. It should be made clear that this amount includes (as relevant):

- Artist fee
- Fabrication
- All relevant engineering, safety and other reports
- Installation

Details of the fees payable for concept design and design development (as relevant) should be included here, as should a clear statement that a fee is NOT payable for submission of a response to invitations to quote.

17. Selection Panel

It may be considered appropriate to provide details of the members of the selection panel from Part 10 of the Project Scope – “Selection Panel Members”.

18. Contact Details

Contact details for a person to provide further information or clarification if required should be provided. This person is generally the project manager.

An address for submissions should be provided, as well as a closing date for all submissions.
Invitations to Quote response assessment

All invitations to quote that satisfy the guidelines will need to be assessed according to the selection criteria developed by the selection panel. In accordance with Council’s Purchasing Policy, the assessment process should be fully documented and clearly demonstrate how the recommendation has been determined. An example on an Invitations to Quote response assessment sheet is attached as Appendix 6.

All unsuccessful applicants should be advised in writing. This should be done by the appropriate procurement centre in open competition projects, and by the project manager for all other projects.

One successful artwork will be selected from the invitation to quote phase and the artist contracted to supply the work. This artist should be notified in an acceptance letter, which should be forwarded with the public art contract, which is attached as Appendix 8 (see Section 6 - Contracting Artists in this Part, below).

Note: Attention should specifically be drawn to Clause 4.3 of the contract, which states the requirement that the artist should provide a maintenance manual (see Part 8 – Maintenance, below).

Limited competition

When purchasing public artwork worth up to $150,000.00 (inc GST) through limited competition the invitation to quote process differs from the process used to commission artwork. There are two ways to select existing artwork for purchase through limited competition:

- Selected artists, galleries or agents are asked to respond to the project brief by providing curriculum vitae, images of artworks they feel match the brief and any other documentation that they feel would support their claim to expertise relevant to the project; or
- The selection panel attend a gallery or festival where a range of artworks from a number of artists is displayed. Prices should be clearly displayed, either on the artwork or in a catalogue.

The assessment process should be fully documented, clearly demonstrating how the recommendation was determined, in accordance with Council’s Purchasing Policy. To this purpose, the Invitations to Quote response assessment sheet, attached as Appendix 6, should be used. Please note that the criteria weightings given are an example only, and should be modified according to the needs of the particular project.

One successful artwork will be selected from the invitation to quote phase and the artist contracted to supply the work. This artist should be notified in an acceptance letter, which should be forwarded with the public art contract, which is attached as Appendix 8 (see Section 6 - Contracting Artists in this Part, below).

Note: Attention should specifically be drawn to Clause 4.3 of the contract, which states the requirement that the artist should provide a maintenance manual, an example of which is attached as Appendix 9 (see also Part 8 – Maintenance, below).

Direct purchase
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A direct purchase of a particular artwork is only permissible when the artwork is valued under $3,000.00 (see Purchasing Guidelines above).

There are two circumstances where the direct purchase of a particular artwork occurs:

- An artwork is identified, and the artist is approached with an offer to purchase, or
- An artist is identified and asked to nominate a suitable artwork.

In the first instance, the creator of the artwork should be given a copy of the public art contract (attached as Appendix 8) and invited to submit a written acceptance of supplying the artwork to Council under the terms and conditions of the contract. When the project manager receives this, an acceptance letter should be forwarded with the public art contract (Section 6 - Contracting Artists in this Part, below).

**Note:** Attention should specifically be drawn to Clause 4.3 of the contract, which states the requirement that the artist should provide a maintenance manual, an example of which is attached as Appendix 9 (see also Part 8 – Maintenance, below).

In the second instance, the artist should be given the project brief, and invited to submit an artwork that meets the criteria. If this artwork is considered acceptable, an acceptance letter should be forwarded with the public art contract (see Section 6 - Contracting Artists in this Part, below).

**Note:** Attention should specifically be drawn to Clause 4.3 of the contract, which states the requirement that the artist should provide a maintenance manual, an example of which is attached as Appendix 9 (see also Part 8 – Maintenance, below).

**Section 6 - Contracting Artists**

The successful artist should receive two copies of the public art contract to sign and return to the project manager.

The project manager should also arrange any other appropriate purchasing documentation.

**Public Art Contract**

The template for a public art contract is attached as Appendix 8. Certain information pertinent to each particular project needs to be entered into the contract and schedules.

On the contract, information required is highlighted and enclosed by << >> marks. This information includes the name of the artist, the name of the project, and the appropriate file number, contract number or Council resolution number.

The following information relates to the schedules to the public art contract.

<table>
<thead>
<tr>
<th>Heading</th>
<th>Detailed Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Schedule 1</strong></td>
<td></td>
</tr>
<tr>
<td>Item 1 Project</td>
<td>The name of the project should be entered here.</td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
</table>
| Item 2 | Date of Agreement  
To be inserted upon signing. |
| Item 3 | Details of Artist/Designer  
Enter name, address and facsimile details here. |
| Item 4 | Artwork  
Enter name of artwork here (if decided). |
| Item 5 | Commencement Date  
Enter date of the commencement of the contract. |
| Item 6 | Retained Amount  
Please see separate information on retained amount below. |
| Item 7 | Completion Date  
Enter date of the completion of project (usually handover – see Part 6 – Project Implementation Section 3 Handover, below). |
| Item 8 | Contact Officer  
Enter name, address and facsimile details here. The contact officer is usually the project manager. |
| Item 9 | Detailed Design Proposal  
See Schedule 2 below. |
| Item 10 | Final Fee  
Enter the final fee payable here (see also Schedule 4 below). |
| Item 11 | Interim Fee  
Enter any interim fees payable here (see also Schedule 4 below). |
| Item 12 | Project Brief  
See Schedule 3 below. |
| Item 13 | Warranty Period  
The warranty period is usually 12 months, and this information has been entered into the Schedule. |

Schedule 2

**Detailed Design Proposal**  
The design proposal that informed the commission of the artist should be attached as Schedule 2. Depending upon the assessment process used, this will either be the concept design or the design development submitted by the artist. When artworks have been purchased directly, this Item may be deleted.

Schedule 3

**Specific Standards and Specifications for Art Work**  
The project brief, incorporating any revisions made during the assessment process, should be attached as Schedule 3.
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Schedule 4

<table>
<thead>
<tr>
<th>Clause 7 – Payment Terms</th>
<th>The schedule of payments, including related milestones, should be entered here.</th>
</tr>
</thead>
</table>

Schedule 5

<table>
<thead>
<tr>
<th>Format and Specifications of the Maintenance Manual</th>
<th>The example of a maintenance manual, which is attached as Appendix 9, should be attached as Schedule 5.</th>
</tr>
</thead>
</table>

Retained Fee

A retained fee is an amount of the total fee due to the artist, which is retained by Council for the warranty period. This retained fee is paid to the artist at the end of the warranty period, unless it has been used by Council to fulfil the artist’s warranty obligations (see Clause 7.4 of the public art contract). The retained fee is generally 5% of the total fee payable to the artist.

In making the decision as to whether a retained fee is appropriate for a particular project, the following factors should be considered.

- The public art contract protects Council’s interests, in particular by Clauses 11.4 and 11.5
- A large proportion of the total fee payable to the artist can be for fabrication costs. 5% of the total fee can represent a much larger percentage of the design fee than that actually retained by the artist himself or herself
- Most artists operate micro-businesses as sole traders and would be at a considerable disadvantage in comparison to Council should a dispute arise over payment of the retained fee
- The scope and budget of most public art projects would not seem to warrant a retained fee

For these reasons it is not generally recommended that a retained fee is appropriate for public art projects.

For those public art projects where retained fees are considered appropriate, the following issues need to be considered:

- The percentage of fee retained: consideration should be given to the breakdown of the design fee. For those projects that include a large component of fabrication costs, a flat 5% of design fee may be excessive
- The length of time the fee is retained: for large sculptural works, a twelve-month retention may be appropriate. For animate, ecological or ‘living’ artworks (for example, landscaping works), a shorter ‘establishment’ period may be acceptable
### Intellectual property and moral rights

*Intellectual property* refers to property rights for creations of the mind. This includes artistic works. Australia’s copyright laws are applicable to the intellectual property rights of creators of artistic works. It is recommended that in contracts with public artists that the intellectual property rights are shared, rather than retained by Council, or by the artist. The public art contract reflects this recommendation.

Under this agreement, the artist agrees not to make any identical reproductions of the work. This ensures the work remains unique.

For its part, Council agrees not to make any identical reproductions of the work. It also agrees to not use any images of the artwork for commercial purposes without additional negotiation with the artist. Images for marketing, recording, catalogues and so on are allowed.

*Moral rights* refer to rights that creators of artistic works have to be attributed to the creator of the work and to have the integrity of their works protected. The moral rights of artists are not transferable to anyone else, and remain with the artist no matter who owns the intellectual property.

Under moral rights legislation, Council has a legal obligation to attribute all artistic works to the artist (see Part 6 - Project Implementation below).

Moral rights legislation is also applicable should Council wish to de-accession artworks (see Part 9 - De-accessioning below).
Part 6 – Project Implementation

This section outlines implementation guidelines relevant to permanent and temporary artwork following procurement.

Implementation covers the following key sections:

- Fabrication
- Installation
- Handover
- Retained Fee Management
Section 1 - Fabrication

It is strongly recommended that the artist be responsible for the fabrication of the artwork, and that the fabrication fee be incorporated into the design fee negotiated with the artist. In many cases, the artist will employ a sub-contractor to do the fabrication, and this sub-contractor should be identified in the concept design or design development phases of procurement.

The minimum standards and specifications relating to the fabrication of the artwork should be explicitly detailed in the project brief, which is part of the Schedule to the public art contract.

For certain projects, the contract may specify as milestones opportunities for designated Council staff such as the project manager or an engineer to view the work in progress.

Section 2 - Installation

It is strongly recommended that the artist be responsible for the installation of the artwork, and that installation costs be incorporated into the design fee negotiated with the artist. In many cases, the artist will employ a sub-contractor to do the installation, and this sub-contractor should be identified in the concept design or design development phases of procurement. Appropriate Council officers including the asset custodian of the artwork and Engineering Services staff should be present at installation.

There are occasions where Council would prefer to be responsible for the installation. In these circumstances, it is strongly recommended that the artist be present to ensure that this occurs as envisaged.

Artist acknowledgement plaque

Under the Copyright (Moral Rights) Amendment Act 2000 Council is obliged to identify the creator of the work wherever the work is exhibited to the public. A plaque acknowledging the artist and title of the artwork is the appropriate way to do this, and this should be installed at the same time as the work.

As a minimum, the plaque should record the name of the artist and the artwork, and the date of installation. Additional information could include a brief statement from the artist, the name of the fabricator and the materials used. Two examples of artist acknowledgement plaques are attached as Appendix 13.

Section 3 - Handover

Handover takes place once the artwork has been completed and installed in accordance with the developed design and the commissioning brief. During this period, the artist will provide all agreed certificates, warranties and maintenance manuals for the artwork.

A certificate of practical completion, signed off by the project manager and sent to the artist, verifies the handover. A copy of the certificate of practical completion, along with a covering memorandum and a copy of the project brief should be sent to:

- Council’s Manager, Corporate Risk, and
- Council’s Asset Accountant
An example of a certificate of practical completion and the covering memorandum is attached as Appendix 14. Information that is required is enclosed by <<>> marks and highlighted.

Once handover is complete, the artwork should be registered as a Council asset (see Part 7 - Asset Registration for more information.)

Section 4 - Retained Fee Management

The asset custodian should file all details regarding any retained fee, including the date that payment should be made and the appropriate project/task number, and ensure that payment is made in a prompt and timely manner.
Part 7 - Asset Registration

This section outlines asset registration procedures relevant to all permanent and temporary artwork following procurement.

It is also relevant to all artwork received as a gift, donation or bequest.

Asset Registration contains the following key section:

- Registration of the artwork as an asset
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Section 1 – Registration of the Artwork as an Asset

All public artwork commissioned or purchased by Council should be recorded in Council’s assets register following handover. In addition, any public artwork received as a gift, donation or bequest should also be recorded.

As soon as is practicable after handover, the project manager should ensure that a public art asset registration form is completed, and forwarded to the Assets Officer of the Directorate in which the asset custodian is located.

Public Art Asset Registration form

The following public art Asset Registration pro forma should be completed using the information given below. A blank copy of this document is attached as Appendix 15:
## Public Art Asset Registration form

<table>
<thead>
<tr>
<th>Title of Artwork:</th>
<th>Insert title of artwork.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Artist:</td>
<td>Insert name(s) of Artist(s).</td>
</tr>
<tr>
<td>Artwork Materials and Construction Details:</td>
<td>Insert information on materials used, and construction details as applicable.</td>
</tr>
<tr>
<td>Location of Artwork:</td>
<td>Insert location of artwork.</td>
</tr>
<tr>
<td>Asset Custodian:</td>
<td>Insert title and name of asset custodian.</td>
</tr>
<tr>
<td>Procurement Method (check box as applicable):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Commission</td>
</tr>
<tr>
<td></td>
<td>Direct purchase</td>
</tr>
<tr>
<td></td>
<td>Donation</td>
</tr>
<tr>
<td>Date of Procurement:</td>
<td>Insert date of handover.</td>
</tr>
<tr>
<td>Project/Task No. for Procurement:</td>
<td>Insert Project/Task No. for procurement.</td>
</tr>
<tr>
<td>Estimated Life of Artwork:</td>
<td>Insert artist’s estimated life of artwork, if available.</td>
</tr>
<tr>
<td>Value of Artwork (estimate if unknown):</td>
<td>Insert cost of artwork, including artist Fee and Fabrication Costs. Do not include costs of procurement (eg, concept design fees or advertising). If value of artwork is unknown, for example with a donated artwork, insert an estimated value.</td>
</tr>
<tr>
<td>Attach copies of the following (check box as applicable):</td>
<td>These documents should be attached to the Asset Registration form.</td>
</tr>
<tr>
<td></td>
<td>Artist’s cv</td>
</tr>
<tr>
<td></td>
<td>Artistic statement</td>
</tr>
<tr>
<td></td>
<td>Maintenance manual</td>
</tr>
</tbody>
</table>

(See also Part 8 - Maintenance for additional information.)
Asset Management System

All public art purchased or commissioned through a capital budget will be automatically identified by Council's Asset Accounting Section, although the public art asset registration form is required for public art to be included in detail in Council's asset management system.

Any public art received as part of a donation, gift or bequest should be brought to the attention of the asset officer of the Directorate in which the asset custodian is located to ensure that correct procedures are followed.
Part 8 – Maintenance

This section outlines maintenance procedures relevant to all permanent and temporary artwork following handover or purchase.

The following procedures are also relevant for Council-approved public art gifts.

Maintenance covers the following key sections:

- Maintenance Manual
- Ongoing maintenance
- Repairs
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Section 1 - Maintenance Manual
An example of a maintenance manual is attached as Appendix 9. This document should be provided to artists as Schedule 5 of the public art contract, and the preparation of the manual is a contractual requirement for all purchased or commissioned artwork.

Artworks received as a gift may not have a maintenance manual. Every effort should be made by the delegated project officer to contact the artist and prepare a manual. Should this not be possible, the project manager should prepare the maintenance manual as accurately as possible. In some cases, a decision may be made to reject the gift, as Council would not be in a position to adequately maintain the asset.

There should be four copies made of the maintenance manual:

- One copy of the maintenance manual should remain on the Council file of the project
- One copy of the maintenance manual should be attached to the public art registration form, and forwarded to the asset officer of the Directorate in which the asset custodian is located
- One copy of the maintenance manual should remain with the asset custodian.
- The asset custodian should ensure that the fourth copy be sent to Building Maintenance with a request to place the public artwork on the planned maintenance register for inspection and maintenance in accordance with the maintenance manual. A cost centre/project/task number must be provided for that maintenance.

Section 2 - Ongoing maintenance
Council becomes responsible for ensuring the good repair of the artwork after handover.

Maintenance staff, under the guidance of the asset custodian, should undertake regular inspections and adhere to the maintenance manual procedures when undertaking cleaning.

Structural engineers and professional curators should be engaged by the asset custodian to inspect major artworks at least every two years and ensure that they comply with Council’s risk management and asset management policies.

Section 3 - Repairs
As outlined in the Agreement, the artist will be expected to undertake repairs without fee if they are deemed to be a result of faulty materials or workmanship within the 12-month warranty period. If this occurs, the asset custodian should notify the project manager or Council officer responsible for the original artwork who will then negotiate with the artist.

Where maintenance issues arise outside the warranty period, the asset custodian should, using the contact information provided in the maintenance manual, contact the artist, fabricator or supplier as appropriate. Should this prove not possible, it is
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recommended that the asset custodian contact the public art reference group for advice.

Any maintenance undertaken by Council staff or conservators should be in accordance with the maintenance manual.
Part 9 – De-accessioning

This section outlines de-accessioning procedures relevant to all Council-owned permanent and temporary artwork.

De-accessioning covers the following key sections:

- Introduction to de-accessioning
- Council obligations
- Council procedures
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Section 1 - The Purpose of De-accessioning
De-accessioning is the process by which public artwork is removed from its site and includes the documentation of its removal and its de-registration as a Council asset.
There may be a number of valid reasons why Council may decide to de-accession an artwork. These can include:

- A permanent or temporary artwork that has exceeded its expected longevity
- An artwork that no longer meets functional or aesthetic requirements
- An artwork that is no longer considered safe
- An artwork that is irreparably damaged or requires an excessive amount of maintenance
- An artwork whose location is no longer appropriate – for example, a mural on a building that is being demolished, a streetscaping feature on a road that is being realigned, or a sculpture in a park that is being redesigned

De-accessioning can involve the following:

- The relocation of the artwork
- The selling of the artwork
- The donation of the artwork
- The storing of the artwork
- The destroying of the artwork

Section 2 - Council obligations
Under the provisions of the Copyright (Moral Rights) Amendment Act 2000 Council has a number of legal obligations to the artist when de-accessioning artwork.

- The artist should be given at least fourteen days notice should Council decide to de-accession their artwork. In particular, the artist should be given the opportunity to photograph or otherwise record the work in situ before it is removed
- In the event that the work is to be disposed of other than through the sale or donation of the work, the artist should be given the option to acquire the work

Note: For further information about intellectual property, copyright and moral rights, please refer to the following websites: http://www.ipaustralia.gov.au and http://www.copyright.org.au.

Section 3 - Council procedures for de-accessioning
Council has procedures in place for the disposing of assets, including artworks.
Artworks valued at less than $1,000.00 can be disposed of at a Director’s discretion. Works that are no longer safe or that are damaged beyond repair would be considered to be valued at less than $1,000.00.
All other works should be sold by tender or identified for auction by the asset custodian through the Supply Services Coordinator.

The asset custodian should ensure that Council’s Asset Register is updated to reflect all de-accessioning.
Part 10 – Useful Links

The Public Art Agency was established by Arts Queensland to provide identity, advocacy and leadership for public art in Queensland and implement a whole-of-government approach to public art procurement in capital works projects. In particular, the Public Art Agency implements the Art Built-in policy in partnership with public and private sector agencies which involves allocating 2% of the total value of State Government capital works building projects to public art.


Artworkers is a not-for-profit company which offers a range of services to visual artists and can assist agencies looking for artists for commissions, exhibitions and collaborative projects. The Artist Referral Service provides access to an online database of artists searchable by artform, region or cultural background.

http://www.artworkers.org/

The National Association of the Visual Arts (NAVA) is the not-for-profit peak body representing and advancing the professional interests of the Australian visual arts and craft sector. NAVA have developed a widely accepted schedule of fees and wages for artists, including public artists.

http://www.visualarts.net.au/advicecentre/feeswages

IP Australia is the Australian Government’s agency for administering patents, trademarks and designs. The website contains information regarding intellectual property and copyright.


The Australian Copyright Council is an independent not for profit organisation that provides information, advice and training about copyright in Australia. The website contains downloadable information sheets, including on moral rights.

http://www.copyright.org.au/information
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The Arts Law Centre of Australia is the national community legal centre for the arts. A not-for-profit company, Arts Law provides specialised legal and business advice and referral services, professional development resources and advocacy for artists and arts organisations. Arts Law's website contains information on legal issues concerning public art commissions.


The following websites contain galleries of examples of public art, both from Australia and around the world.

http://arts.santa-monica.org/gallery/
Part 11 - Appendices

Appendix 1 – Project Proposal *pro forma*
Appendix 2 – Project Scope *pro forma*
Appendix 3 – Project Brief *pro forma*
Appendix 4 – Example of an advertisement calling for Invitations to Quote
Appendix 5 – Invitations To Quote Brief *pro forma*
Appendix 6 – Example of an Invitations to Quote response assessment Sheet
Appendix 7 – Concept Design Agreement
Appendix 8 – Public Art Contract
Appendix 9 – Example of a Maintenance Manual
Appendix 10 – Example of a Concept Design Assessment Sheet
Appendix 11 – Design Development Agreement
Appendix 12 – Example of a Design Development Assessment Sheet
Appendix 13 – Examples of Artist Acknowledgement Plaques
Appendix 14 – Example of Certificate of Practical Completion
Appendix 15 – Public Art Asset Registration *pro forma*
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### Appendix 1 - Public Art Project Proposal pro forma

For supporting documentation notes see Part 3 in the Guidelines for Implementing the Gold Coast City Public Art Policy.

<table>
<thead>
<tr>
<th>Site of proposed public art</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Name of action officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Range of potential artworks</th>
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<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Accessibility and usage of proposed site</th>
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<table>
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<tr>
<th>Any relevant Australian Standards</th>
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<table>
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<tr>
<th>Indicative budget</th>
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<table>
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<tr>
<th>Indicative timeframe</th>
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<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Community consultation required? (Circle response)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARG comments attached? (Circle response)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Comments from Advisory Team members</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Appendix 2 - Public Art Project Scope pro forma

For supporting documentation notes see Part 4 in Guidelines for Implementing the Gold Coast City Public Art Policy

## 1. Project Description

<table>
<thead>
<tr>
<th>Directorate/Branch:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title:</td>
<td></td>
</tr>
<tr>
<td>Project Management Team Leader:</td>
<td></td>
</tr>
<tr>
<td>Asset Custodian:</td>
<td></td>
</tr>
<tr>
<td>Public Art Project Management Team members:</td>
<td></td>
</tr>
<tr>
<td>Project/Task No. for procurement:</td>
<td></td>
</tr>
<tr>
<td>Project/Task No. for maintenance:</td>
<td></td>
</tr>
</tbody>
</table>

## 2. Project Budget

<table>
<thead>
<tr>
<th>Budget:</th>
<th></th>
</tr>
</thead>
</table>

## 3. Project Milestones

<table>
<thead>
<tr>
<th>Community Consultation:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Call for Tender/Invitations to Quote:</td>
<td></td>
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<td>Artist Selection:</td>
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<td>Developed Design:</td>
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<td>Construction:</td>
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<tr>
<td>Handover:</td>
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</table>
4. Site Assessment

<table>
<thead>
<tr>
<th>Location of Public Art:</th>
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<tbody>
<tr>
<td>Environmental Features:</td>
</tr>
<tr>
<td>Social Significance:</td>
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<tr>
<td>Historical Significance:</td>
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<tr>
<td>Cultural Significance:</td>
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<tr>
<td>Community Stakeholders:</td>
</tr>
<tr>
<td>Accessibility and Current Use:</td>
</tr>
<tr>
<td>Economic and Community Impact:</td>
</tr>
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</table>

5. Risk Assessment

<table>
<thead>
<tr>
<th>Public safety:</th>
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<tbody>
<tr>
<td>Durability:</td>
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<tr>
<td>Willful damage:</td>
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<tr>
<td>Legal requirements:</td>
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<tr>
<td>Other risk issues:</td>
</tr>
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</table>

6. Gold Coast City Council Policies and Plans

<table>
<thead>
<tr>
<th>Gold Coast Public Art Policy:</th>
</tr>
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<tbody>
<tr>
<td>Other relevant Council Policies, Plans and Strategies:</td>
</tr>
</tbody>
</table>

7. Type of Project

<table>
<thead>
<tr>
<th>Description:</th>
</tr>
</thead>
</table>
### Guidelines for Implementing the Public Art Policy

#### 8. Values Statement:

<table>
<thead>
<tr>
<th>The themes, values and concepts which inform the Public Art Brief:</th>
</tr>
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#### 9. Procurement Process:

<table>
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<tr>
<th>Procurement Process:</th>
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#### 10. Additional Resources:

<table>
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<tr>
<th>Additional resources, expertise, consultancy needed:</th>
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#### 11. Selection Panel:

<table>
<thead>
<tr>
<th>Names:</th>
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<tr>
<th>Signature of Project Management Team Leader:</th>
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<tr>
<th>Date:</th>
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</table>
Appendix 3 - Public Art Project Brief *pro forma*

*For supporting documentation notes see Part 4 in Guidelines for Implementing the Gold Coast City Public Art Policy*

### 1. Project Description

<table>
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<tr>
<th>Directorate/Branch:</th>
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<tr>
<th>Project Title:</th>
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<table>
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<tr>
<th>Project Management Team Leader:</th>
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<tr>
<th>Asset Custodian:</th>
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<thead>
<tr>
<th>Public Art Project Management Team members:</th>
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### 2. Project Budget

<table>
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<tr>
<th>Budget:</th>
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### 3. Project Milestones

<table>
<thead>
<tr>
<th>Community Consultation:</th>
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<table>
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<tr>
<th>Call for Tender/EoI:</th>
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<table>
<thead>
<tr>
<th>Artist Selection:</th>
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<tr>
<th>Developed Design:</th>
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<table>
<thead>
<tr>
<th>Construction:</th>
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<tr>
<th>Handover:</th>
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### 4. Type of Project

<table>
<thead>
<tr>
<th>Description:</th>
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</table>
Public Art Policy  
Attachment B  
Guidelines for Implementing the Public Art Policy

5. Values Statement:

| The themes, values and concepts which will inform the Public Art Brief: |

6. Procurement Process

| Procurement Process: |
PUBLIC NOTICE

Gold Coast City Council – SURFERS PARADISE
HEART OF THE CITY PROGRAMME

REGISTRATION OF INTEREST FOR THE DESIGN, CONSTRUCTION AND INSTALLATION OF ARTWORK

Artists and fabricators are invited to submit a Registration of Interest for an art piece to be located on the public domain in XXXX Avenue or XXXX Street, Surfers Paradise, Queensland.

Council is open to considering a range of suitable mediums for the artwork.

The following themes have been suggested, but artists and fabricators are strongly encouraged to suggest other ideas which are relevant to the Heart of the City: ‘Iconic not Ironic’; ‘Celebrate the Past – Look to the Future’; ‘Surfers IS Paradise’; ‘Jewel in the Crown’; ‘Tribute to the Meter Maids’; and ‘Surfers is NOW.’

Written submissions, are to be lodged with Council no later than 4.00pm on Friday 1st October 2004.

The submission must include the following:

1. Details of the Artist and Fabricator including all contact details;
2. Overview of relevant project experience – to include demonstrated experience of design, construction and installation of artwork in the public realm; and
3. Contact details of referees.

Artists and fabricators best able to meet these submission requirements will be short listed for consideration in the provision of a proposal and quote for the Council required artwork.

For full details related to assessment criteria or further information, please contact Ms XXXX XXXX, telephone (07) 5582 XXXX.

Submissions to be forwarded to:

The Chief Executive Officer, Gold Coast City Council, PO Box 5042 GCMC Queensland 9729: Attn. Ms XXXX XXXX – Major Projects Branch
Public Art Policy
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Appendix 5 - Public Art Invitation to Quote Brief pro forma

For supporting documentation notes see Part 5 in Guidelines for Implementing the Gold Coast City Public Art Policy

19. Introduction

<Artists, fabricators, designers> are invited to submit responses to the invitation to quote for the design construction and installation of:

20. Project Details

21. Artist Submission Requirements

22. Assessment Criteria

23. Commissioning Process

24. Timelines

25. Budget

26. Selection Panel

27. Contact Details
Public Art Policy
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Appendix 6 - Public Art Invitations to Quote response assessment Sheet

Please provide a score from 0-5 for each submission. The weighted and total scores will be calculated on completion of the assessment sheets.

<table>
<thead>
<tr>
<th>SELECTION CRITERIA</th>
<th>Score 1-5</th>
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<tbody>
<tr>
<td><strong>ARTIST:</strong></td>
<td></td>
</tr>
<tr>
<td>1. Artistic merit</td>
<td></td>
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<tr>
<td>Weighting of 50%</td>
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<tr>
<td>2. Relevant experience</td>
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<tr>
<td>Weighting of 20%</td>
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<tr>
<td>3. Management (organisation and economic stability)</td>
<td></td>
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<tr>
<td>Weighting of 10%</td>
<td></td>
</tr>
<tr>
<td>4. Track record (from referee reports) to be completed by project manager</td>
<td></td>
</tr>
<tr>
<td>Weighting of 20%</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL SCORE 1+2+3**

Scores are defined as follows:
5:Excellent  4:Good  3:Fair  2:Low  1:Poor  Assessor Signature: ____________________

Notes
Public Art Policy
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Guidelines for Implementing the Public Art Policy

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CONCEPT DESIGN AGREEMENT

<<PROJECT>>

Between
Gold Coast City Council
(the Commissioner)

and
<<artist name>>
(the Artist)

<<date>>
<<file reference>>
CONCEPT DESIGN AGREEMENT

THIS AGREEMENT is made the <<day>>th day of <<month>> <<year>>

BETWEEN: <<artist name>> of <<artist address>> in the State of <<artist state>>
[hereafter referred to as "the Artist"] of the first part;

AND Gold Coast City Council of 135 Bundall Road, Surfers Paradise in the State of Queensland
[hereafter referred to as "the commissioner"] of the second part;

WHEREAS:
1. The Commissioner requests the Artist to place his/her services at the disposal of the Commissioner for the purposes of developing a Concept Design for the project attached as Item 1 of the Schedule.

NOW IT IS HEREBY AGREED

DESCRIPTION
2. The Artist agrees to submit to the Commissioner working drawings, specifications and other relevant documentation including quotations as detailed in the Assessment Criteria Item 2 of the Schedule for the proposed work of art as described Item 1 of the Schedule [hereinafter called "the Concept"] addressing the issues as listed in on or before the date specified in Item 3 of the Schedule.

APPROVAL
3. The Commissioner shall, within 30 days after the completion of Concept Design notify the Artist of their approval to the Concept and their intention to proceed with the Commissioning.

LIAISON
4. The Artist shall liaise with <<Project Manager>>, on behalf of the Commissioner.

PAYMENT
5. The Commissioner shall pay the Artist a Concept Design fee as described in Item 4 of the Schedule.
INTENTION TO PROCEED
6. If the Commissioner notifies the Artist of their intention to proceed with the Concept Design, the parties hereto agree to sign a <<Design Development OR Commission Agreement (delete where appropriate)>>.

COPYRIGHT
7. (a) Subject to the following clause of this agreement, copyright in all Concept Design is retained by the artist.
   (b) If the Commissioner does not notify the Artist of their intention to proceed with the Commission, the Artist shall be entitled to retain all Concept Design fees payable under clause 5 of this agreement. In the event of termination, title to the Concept Design and all rights therein, shall be retained by the Artist.

INTELLECTUAL PROPERTY
8. (a) The Artist warrants that in producing the Concept Design, it does not and will not infringe the Intellectual Property Rights of any person.
   (b) The Artist shall indemnify and keep indemnified the Commissioner against all costs expenses and liabilities whatsoever arising out of or in connection with any claim that the Concept Design infringes the Intellectual Property Rights of any person.

MORAL RIGHTS
9. The Commissioner shall, wherever possible, during any feature of the Concept Design attribute authorship of the Concept to the Artist.

CONFIDENTIALITY
10. (a) Each party will treat all Confidential Information of the other party as confidential and will not, without the prior written consent of the other party, disclose or permit the same to be disclosed to a third party. This clause shall survive termination of this Agreement.
   (b) Each party will treat all Concept Design proposals as confidential and will not, without the consent of the other party, disclose or permit the same to be disclosed to a third party. This clause shall survive termination of this Agreement.

TERMINATION
11. (a) Prior to the delivery of Concept Design either the Commissioner or the artist may terminate this agreement at any time upon giving written notice to the other.
(b) If the Commissioner terminates [for any reason other than the Artist's failure to submit the Concept Design within the time specified], the artist shall be entitled to the total Concept Design fee payable under this agreement. If the Commissioner terminates on the ground that the Concept Design was not submitted within the time specified, no fee will be payable.
(c) Should the Artist terminate this agreement for any reason other than breach by the Commissioner, no Concept Design fee shall be payable.

DISPUTES
12. Any dispute arising in connection with this agreement, which cannot be settled by negotiation, will be first submitted to mediation.

WAIVER
13. Any failure by a party to compel performance by the other party of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions nor will it affect or impair the right to enforce those rights at a later time or to pursue remedies for any breach of those terms or conditions.

VARIATION
14. A variation of this Agreement must be in writing and signed by the parties.

NON-ASSIGNABILITY
15. Neither party hereto shall have the right to assign this Agreement to a third party without the prior written consent of the other party.

LAW
16. This agreement shall be governed by the law of the State of Queensland.

ENTIRE AGREEMENT
17. This Agreement contains the whole of the agreement between the Artist and the Commissioner with respect to its subject matter and supersedes any and all other representations or statements by either party.

NOTICES
18. (a) Any notice, demand or other communication required to be given or made in writing under this deed will be deemed duly given or made if delivered or sent by prepaid post or facsimile transmission. [as per details in Item 1 and Item 2 of the Schedule]
Guidelines for Implementing the Public Art Policy

(b) A party may change its nominated address or facsimile transmission number by giving not less than 5 business days notice to the other party.

(c) Proof of posting by prepaid mail is proof of receipt on the second clear business day after posting. Proof of transmission of a facsimile message is proof of receipt on the date of transmission provided that if transmission is not on a business day or not before 4.00pm, then it shall be deemed to have been received on the next succeeding business day after transmission.

CONSTRUCTION AND INTERPRETATION

19. For the purpose of the interpretation and construction of this Agreement:

(a) Headings and marginal notes shall not form part of this agreement and shall not limit or effect the interpretation or construction of this Agreement.

(b) Words importing a person shall include bodies corporate of any nature and vice versa.

(c) Singular words shall include the plural and plural words shall include the singular.

(d) Words importing a particular gender shall include each other gender.
IN WITNESS whereof the parties hereto have set their hands the day and year first herein before written.

SIGNED for and on behalf of the Council of the City of Gold Coast under the hand of <<Appropriate Delegate>> pursuant to Delegation Number <<delegation>> and created by Resolution of the Council of the City of Gold Coast on <<resolution date>> (Minute Number <<minute no.>> in the presence of :)

Name

Date

Witness

Date

(the Commissioner)

<<Artist Name>>

[ABN: <<Artist ABN>>]:

Witness

Date

(the Contractor)

(Witness)

(Date)
THE SCHEDULE
CONCEPT DESIGN AGREEMENT

1. The Project Brief:
   Attached as Appendix 1 to this Agreement

2. Assessment Criteria:
   The Concept Design will be assessed by the following criteria:
   
   • Artistic merit
     o An initial concept design should be submitted in a visual format, which gives the selection panel sufficient information to assess its artistic merit.
     o Maquettes, models or detailed drawings are not required at this stage.
   • Technical skills
     o Indicative information about specific technical requirements and proposed solutions.
     o Potential risk-management or specific maintenance issues.
   • Methodology
     o Conceptual statement about the proposed artwork, including any details of appropriate research, and a statement describing the relationship between the proposed artwork and the project brief.
   • Relevant experience
     o One page describing recent and relevant experience in relation to the proposed artwork.
   • Budget
     o An indicative budget only required at this stage.
   • Management Acknowledgement
     o The artist must acknowledge in writing that by accepting the attached Agreement, the artist affirms that if the work is selected for commission, the artist will have current public liability and professional indemnity insurance.
     o The artist must acknowledge that he/she can meet the timeline and project milestones as provided in the Project Brief.
3. **Selection Criteria Weighting**
The above criteria will be assessed by the following weightings:

- Artistic merit **<<percent>>%**
- Technical skills **<<percent>>%**
- Methodology **<<percent>>%**
- Relevant experience **<<percent>>%**
- Budget **<<percent>>%**
- Management acknowledgement **<<percent – usually compulsory>>%**

4. **Submission Due Date:**
**<<Submission due date>>**

5. **Payment of the Fee (includes GST):**
The Commissioner shall pay the Artist a Concept Design Fee [excluding GST] of **<<fee>>** within 30 days of receipt of invoice:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONCEPT DESIGN FEE</td>
<td>$ &lt;&lt;fee&gt;&gt;</td>
</tr>
<tr>
<td>GST</td>
<td>$ &lt;&lt;gst&gt;&gt;</td>
</tr>
<tr>
<td><strong>TOTAL INCLUDING GST</strong></td>
<td>$&lt;&lt;total fee&gt;&gt;</td>
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</table>
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Appendix 8 – Public Art Contract

GOLD COAST CITY COUNCIL
AGREEMENT FOR THE COMMISSIONING OF AN ARTIST/DESIGNER
FOR THE <<project name>> PROJECT
CONTRACT NUMBER <<Council file no. or contract no.>>
Public Art Policy
Attachment B
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THIS AGREEMENT is made on the date stated in Item 2.

BETWEEN:  Council

AND:  <<artist name>>

BACKGROUND

A. The Artist/Designer has in response to the Project Brief prepared a Detailed Design Proposal.

B. Council wishes to commission the Artist/Designer for the Art Work in accordance with the Detailed Design Proposal.

C. The Artist/Designer accepts the commission for the Art Work on the terms set out hereunder.

The Parties Now Agree As Follows

1. INTERPRETATION AND DEFINITIONS

1.1 Interpretation:

(a) In this agreement, unless a contrary intention appears, reference to:

(i) a clause is to a clause in this agreement; and

(ii) the singular includes the plural and vice versa; and

(iii) any gender includes all other genders; and

(iv) a person includes a firm, a corporation, an association and a body, whether incorporated or not, a government or statutory body or authority; and

(v) legislation (including subordinate legislation) includes:

(A) statutory instruments made under the legislation; and

(B) consolidations, amendments, re-enactments or replacements of the legislation; and

(vi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission; and

(vii) this or any other agreement includes the agreement as varied or replaced and is not affected by any change in the identity of the parties.
(b) The clause headings appearing in this agreement are inserted for convenience of reference and shall not affect the construction of this agreement.

(c) If any words are italicised or otherwise printed differently in this agreement, this has been done for convenience only and does not affect the construction of this agreement.

(d) Whenever more persons than one constitute a party, all the covenants, agreements, conditions, restrictions and provisos on the part of that party contained or implied in this agreement bind those persons jointly and each of them severally.

(e) This agreement is in all respects to be interpreted in accordance with the laws of the State of Queensland, and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of Courts of that state and any Courts which have jurisdiction to hear appeals from them, and waive any right to object to proceedings being brought in those Courts.

(f) Nothing contained in this Agreement affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of the Council under the provisions of any statute or under any declared policy of the Council.

(g) An exclusive definition, or an example of a particularisation of a provision, does not limit but may extend that definition or provision.

(h) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.

(i) All schedules to this Agreement form part of this Agreement and a reference to an item is a reference to an item in Schedule 1.

1.2 Definitions

In this agreement:

“Agreement” means this document and all schedules to it.

“Artist/Designer” means the person described in Item 3. The term is interchangeable with Contractor.

“Artist/Design Services” means the obligations of the Artist/Designer as described in Clause 4.
Public Art Policy
Attachment B
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“Art Work” means the original work created by the Artist/Designer and described in Item 4.

“Commencement Date” means the date of commencement of this Agreement as specified in Item 5.

“Completion Date” means the date for completion of the Art Work as specified in Item 7.

“Principal's Representative” means the person appointed (from time to time) by the Principal to administer this Agreement on its behalf.

“Detailed Design Proposal” means the deliverable approved by Council as the specification for the original Art Work in accordance with the Project Brief and any alterations specified in Item 9.

“Final Fee” means the final fee specified in Item 10.

“Intellectual Property Rights” means all copyright, patents, designs, trade marks and any rights in relation to the Art Works whether actual or pending and includes the rights to register any of those rights.

"Interim Fee" means the interim fee specified in Item 11.

“Maintenance Manual” means the manual to be provided by the Artist/Designer that fully describes the cleaning and maintenance requirements for the Art Work during the expected life of the Art Work.

“Moral Rights” means:
(a) the right to be attributed as author;
(b) the right not to have authorship falsely attributed; and
(c) the right of integrity of authorship, as described in the Copyright Act 1968.

“Occupational Health and Safety” means all such requirement whether under the Work Place Health and Safety Act 1995 and regulations in any other Act, regulation or local law for trying to be complied with in connection with the construction and installation of the Artwork.

“Principal” means Gold Coast City Council. The words Principal and Council are interchangeable.

“Project” means the project for the delivery of the Art Work specified in Item 1.

“Project Brief” means the instructions submitted to the Artist/Designer as stated in Item 12.
"Retained Amount" means the retained amount during the Warranty Period as specified in Item 6.

"Unforeseen Circumstances" mean any event beyond the reasonable control of the party affected and includes an event due to natural causes that happens independently of human intervention.

"Warranty Period" means the period specified in Item 13.

2. TERM

2.1 This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with its terms, continues until theArtist/Design Services have been fully performed or until the Completion Date, whichever is the later.

3. PRINCIPAL’S REPRESENTATIVE

3.1 The Artist/Designer must -

(a) liaise with and report to the Principal’s Representative; and

(b) attend meetings and briefings with the Principal’s Representative and other staff of Council as reasonably required.

3.2 Reports by the Artist/Designer to the Principal’s Representative must be in writing, unless otherwise permitted by the Principal’s Representative.

4. ARTIST/DESIGN SERVICES

4.1 The Artist/Designer must complete the Art Work in accordance with the Detailed Design Proposal by the Completion Date.

4.2 The Artist/Designer must ensure that the Art Work is of a quality and a standard appropriate to the nature of the Art Work in the context of the Project.

4.3 The Artist/Designer must deliver to the Principal’s Representative a Maintenance Manual acceptable to Council prior to the Completion Date and prior to payment of the Final Fee as specified in Schedule 5.

4.4 Without limiting clause 4.2 the Artist/Designer must:

(a) inform itself of Council’s stated requirements as referred to in the Project Brief in respect of the Art Work and the Detailed Design Proposal;

(b) consult regularly with the Principal’s Representative throughout the performance of the Agreement;
(c) act professionally at all times and exercise professional skill, care and
diligence in completing the Art Work; and

(d) use high quality tools, materials and workmanship to ensure that the
Art Work meets the standards and specifications (if any) specified in
Schedule 3.

5. SECURITY AND ACCESS

5.1 The Artist/Designer must allow the Principal’s Representative reasonable
access to the premises where the Art Work is being commissioned.

5.2 Council must allow the Artist/Designer reasonable access to the site where
the Art Work is to be situated.

5.3 As dealt with in more detail in clause 14. it is intended that the Artist/Designer
be responsible for all Workplace Health and Safety and security during the
installation of the Art Work.

6. CHANGES AND APPROVALS

6.1 Council may (while respecting the independence and integrity of the
Artist/Designer) demand such changes to the Art Work as it considers
necessary to fulfil the requirements of the Detailed Design Proposal.

6.2 Council may advise of any changes required at any time during the course of
producing the Art Work or within 21 days of Completion.

The Artist /Designer must promptly incorporate any change requests and,
since such will only have become necessary due to the works up to that time
not fulfilling the requirements of the Detailed Design Proposal, any such
changes are to be at the Artist/Designers expense.

7. PAYMENT

7.1 The Council will pay the Artist/Designer for the Artist/Design Services in
accordance with the payment terms specified in Schedule 4.

7.2 If Council is satisfied that the Artist/Design Services is proceeding in
accordance with the Detailed Design Proposal the Artist/Designer must
receive the interim fee on the date specified in Schedule 4. On payment of
the interim fee Council is the Owner of the Art Work.

7.3 The Artist/Designer is entitled to payment of the Final Fee upon the date
specified in Schedule 4, subject to prior written acceptance by Council that:

(a) the Art Work accords with the Detailed Design Proposal; and
(b) the Artist/Designer has performed, to the satisfaction of Council, all other obligations specified in the Detailed Design Proposal and this Agreement; and

(c) without limiting the above, that the Artist/Designer has provided the Maintenance Manual as required by clause 4.3.

7.4 The Retained Amount may be held until completion of the Warranty Period and unless used by Council to fulfil the obligations of the Artist/Designer during the Warranty Period, shall be paid to the Artist/Designer.

7.5 The Artist/Designer is not entitled to any additional fees for any changes required pursuant to clause 6.

7.6 The Artist/Designer is not be entitled to any payment otherwise than as provided in this clause.

8. GST

Notwithstanding any other provisions in this Contract:

- Expressions used in these Conditions that are defined in the A New Tax System (Goods & Services Tax) Act 1999 (Cth) or if not defined in that Act then in the Trade Practices Act 1974 (Cth) have the same meaning in these Conditions to the extent that the context allows;

- Supply of works between the Contractor (also called the Artist/Designer) and the Principal (also called “Council”) under the terms of the Contract is a Taxable Supply. Any amounts, rates and considerations applicable to or resulting from the Contract are a taxable supply and are deemed to be subject to payment of GST;

- The Contractor must adjust the Fee for a supply under this Contract having regard to the direct and indirect impact on the New Tax System changes in accordance with Part B of the Trade Practices Act (Cth) and any guidelines made under that Act, whether or not that Act and the guidelines would otherwise apply to the Contractor;

- Recipient Created Tax Invoices:
  - The Contractor and the Principal agree that the Principal may issue recipient created tax invoices (RCTIs') pursuant to section 29-70 of A New Tax System (Goods and Services Tax) Act 1999 (‘GST Act’) and in accordance with GST ruling 2000/10;
  - The Council may issue tax invoices in respect of the supplies made in accordance with the contract by the Contractor to the Principal. The Principal will retain the original of any tax invoice issued pursuant to this clause, and issue a copy to the Contractor. The Contractor may not issue tax invoices in respect of the supplies made by the Contractor to the Principal;
- The Contractor warrants and acknowledges that it is registered under the GST Act for GST at the time of entering into this Contract;
- The Contractor warrants and acknowledges that it will notify the Principal immediately if the Contractor ceases to be registered for the GST and quote the contract number for the subject supplies in the notification;
- If the Contractor ceases to be registered for the GST the Contractor will be deemed to be in fundamental breach of the Contract to which the supplies relate unless, at the Principal’s sole discretion, the Principal and the Contractor enter into alternative arrangements satisfactory to the Principal for the issue of a tax invoice by the Contractor, or the Principal withholds an amount pursuant to section 12-190 of Schedule 1 of the Taxation Administration Act 1953;
- The Contractor acknowledges that the Principal is registered under the GST Act for GST at the time of entering into this Contract and the Australian Business Number of the Principal is 84 858 548 460;
- The Principal acknowledges that it will notify the Contractor if the Principal ceases to be registered or if the Principal ceases to satisfy any of the requirements of the determination by the Commissioner of Taxation which forms Schedule 1 to GST Ruling 2000/10;
- The Principal must not issue a document that would otherwise be an RCTI, on or after the date when the Principal or the Contractor has failed to comply with any of the requirements of the determination by the Commissioner of Taxation which forms Schedule 1 to GST Ruling 2000/10;
- The Contractor must supply all such information as may be reasonably required by the Principal to allow the Council to prepare RCTIs under this Contract;
- The Contractor will do all such things as may be necessary on its part from time to time, to enable the Principal to issue RCTIs;

- Each party must give the other an adjustment note for an adjustment arising from an adjustment event relating to a taxable supply by that party under this Contract, within 7 days after the date that party becomes aware of the adjustment event;
- The Contractor’s obligations under this clause in respect of GST do not necessitate a variation under the General Conditions of Contract or give rise to any adjustments of the Contract Sum or reimbursement under the General Conditions.
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

9. INTELLECTUAL PROPERTY AND TITLE

9.1 Subject to clause 9.2, all Intellectual Property Rights in the Art Work and any material and drafts created as part of producing the Art Work (including the Detailed Design Proposal) will remain with the Artist/Designer.

9.2 The Artist/Designer must not, for the duration of the Intellectual Property Rights in the Art Work, make, cause or permit to be made an identical reproduction of the Art Work without Council’s consent and any licence or assignment granted by the Artist/Designer in respect of the Intellectual Property Rights in the Art Work must be subject to the prohibition in this clause 9.2.

9.3 The Artist/Designer grants to Council an irrevocable, royalty-free licence to exercise the Intellectual Property Rights in the Art Work and any materials and drafts created as part of producing the Art Work (including the Detailed Design Proposal) for the following purposes (“the Permitted Purposes”).

(a) marketing and promotion of the Art Work, the Project or the activities of Council by photographic, cinematographic or other two-dimensional representations and multimedia and digital forms of the Art Work, but in no other forms;

(b) display in a non-profit catalogue of Art Works; and/or

(c) reporting the news, criticism and review.

9.4 Without limiting the rights granted under clause 9.3, the Permitted Purposes include application or reproduction in advertisements, brochures, catalogues, leaflets, flyers, non-profit postcards, and any print or electronic medium but do not include any application or reproduction of the Art Work, or any part of it, for merchandising or any other commercial purposes (eg such as on postcards, t-shirts, any other substantially similar three-dimensional reproduction of the Art Work or any other souvenirs sold commercially).

10. MORAL RIGHTS

10.1 Upon completion of the Art Work and at all times whilst the Art Work is being exhibited to the public, Council will ensure that the Artist/Designer is identified as the creator of the Art Work in a way that is reasonable in the circumstances.

10.2 Without limiting Council’s rights in clause 9.3, Council will, as far as practicable and reasonable in the circumstances, ensure that the Art Work or any reproduction of it for the purposes of clause 9.3 is not subject to any material alteration, distortion or mutilation that is prejudicial to the Art Work or the reputation of the Artist/Designer.
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

10.3 Where the Artist/Designer considers that his/her Work or reputation has been, or will be, prejudiced by a material alteration, distortion or mutilation of the completed Art Work, the Artist's/Designer's sole remedy is to require Council withdraw the Artist's/Designer's attribution from any public display of the Art Work.

10.4 Council will take all reasonable steps to maintain the completed Art Work in good order and repair and in accordance with the instructions given in the Maintenance Manual. Where practicable, the Artist/Designer will be given the first opportunity to complete any repairs to the Art Work, subject to clause 11.5 and to the negotiation of a fee satisfactory to Council.

10.5 The Artist/Designer may, in consultation with Council, name the Art Work.

11. **WARRANTIES**

11.1 The Artist/Designer warrants that the provision of the Artist/Design Services and the Art Work will not infringe the Intellectual Property Rights of any third party.

11.2 The Artist/Designer warrants that it holds all necessary rights enabling it to grant the licence referred to in clause 9.3 including any necessary written assignments and permissions from any third party who may have some claim to, or Intellectual Property Rights or Moral Rights.

11.3 The Artist/Designer must respect the cultural and spiritual significance of Indigenous people and refrain from incorporating elements derived from Indigenous cultural heritage into the Art Work without the informed consent of the traditional custodians.

11.4 The Artist/Designer warrants the quality and durability of the Art Work for the 12-month Warranty Period (or such other period as may be specified in the Maintenance Manual) having regard to the nature of the Art Work.

11.5 Notwithstanding clause 10.4, where maintenance or repairs to the completed Art Work are necessary as a result of faulty materials or workmanship, the Artist/Designer must carry out all necessary repairs without fee up to the completion of the 12-month warranty period.

12. **CONFIDENTIALITY AND DISCLOSURE**

12.1 Except as required under this Agreement or with Council's written consent, the Artist/Designer will keep confidential and will not disclose to any other person any information or material which have been provided by or on behalf of Council for the purposes of performing the Artist/Design Services.

12.2 Council will not disclose to any other person, except as required by this Agreement or by law, any of the Artist's/Designer's information which the Artist/Designer specifies in writing is confidential.
13. WHEN PROPERTY PASSES & INSURANCE

13.1 The Artist/Designer acknowledges that property in the Art Work shall not pass to Council until payment of the Interim Fee in accordance with clause 7.2.

13.2 The Principal (elsewhere in the Agreement referred to as “Council”) has arranged for itself and the Artist/Designer (in this clause also called the “Contractor”) and all Sub-Contractors a Contract Works Material Damage and Public Liability Insurance policy (“the Policy”) covering the works to be carried out at the construction site and materials, etc, for incorporation into the works whilst in course of inland transit (but excluding any sea transit) to the site from anywhere within Australia while in temporary storage off-site.

This Policy does not apply to Contractors Plant, Machinery, Tools, Equipment, Temporary Buildings, Motor Vehicles or personal effects of employees.

The Policy will be maintained by the Principal at its own cost and expense. The Principal will make available to the Contractor evidence as to the currency of the Policy, prior to commencement of work by the Contractor and/or at any time thereafter if requested.

The Principal is entitled from time to time to arrange or agree to such alterations to the amount thereof or cover provided therein or any of the terms and conditions thereof as it thinks fit.

The Contractor must observe and perform the appropriate procedures and requirements, specified or implied, in relation to any claim made by the Contractor under the Policy. The Contractor is responsible for ensuring that all claims or potential claims under the Policy are reported as required by the claims section of the Policy.

The Contractor is responsible for the amount of the excesses specified in the Policy and agrees to indemnify the Principal against all losses claims and demands up to the amount of such excesses.

All monies received in settlement of any claim under the Policy in respect of damage to the works is payable to the Principal.

The Contractor acknowledges it has prior to executing this contract, satisfied itself re the provisions of the Policy.

14. WORKPLACE HEALTH AND SAFETY ACT 1995

14.1 For the purpose of this clause the words “Principal Contractor”, “construction workplace”, “serious bodily injury”, “work caused illness”, “work injury” and “dangerous event” have the meanings assigned to them by the Workplace
14.2 If the Art Work is constructed at a construction workplace, then from the Commencement Date:

Council is (if the threshold criteria permitting such under the Act exist) deemed to have appointed the Artist/Designer to be the Principal Contractor pursuant to Section 13 of the Act;

(a) the Artist/Designer is deemed to have accepted the appointment;

(b) the Artist/Designer must, in respect of the Art Works commissioned under this Agreement be responsible for the performance of the functions of the Principal Contractor within the meaning of the Act.

The appointment of the Artist/Designer as Principal Contractor continues until revoked by Council or by Council terminating this Agreement

14.3 The Artist/Designer agrees to indemnify and keep indemnified Council against all liabilities which may be imposed under or which may arise out of enforcement of any section of the Act.

14.4 The Artist/Designer must notify the Principal’s Representative of every work caused illness, work injury, serious bodily injury and dangerous event that occurs in any construction workplace as soon as possible but not later than 12 hours after such occurrence.

14.5 If at any time the Artist/Designer discovers at the construction workplace the presence of any material which may be or may contain asbestos or any other hazardous material or substance, the Artist/Designer must immediately inform the Principal’s Representative of the existence of the material or substance.

14.6 In circumstances where the Principal Contractor does not apply under the Act the Artist/Designer is still responsible for the control of all workplaces in accordance with the Act. The workplaces referred to are not limited to a construction workplace and also refer to the place where the installation of the Art Work is to be carried out. The Artist/Designer must adopt all safe work practices at such workplaces in accordance with the Act.

15. WARRANTY LIABILITY PERIOD

15.1 The Artist/Designer must maintain the Art Work for the Warranty Period and rectify at its expense all omissions, defective workmanship or materials and all damage, loss or injury to the Art Works occasioned by faulty workmanship or materials.

15.2 If the Artist/Designer does not make good such omission, defect, damage, loss or injury, Council may have such omission, defect, damage, loss or injury
16. CLEANING OF SITE WHERE ART WORK SITUATED

The Artist/Designer must ensure the site where the Art Works are situated are clean and tidy and regularly remove from the site any surplus material arising from the installation of the Art Works.

17. TERMINATION

17.1 The Artist/Designer may, subject to clause 17.2, terminate this Agreement upon the failure of the Principal to comply with clause 7.

17.2 The Artist/Designer must advise Council in writing that a default has occurred under clause 7 and allow Council 30 days to make payment and in the event that payment is not received within 30 days, the Artist/Designer may exercise the right conferred by clause 17.1, without prejudice to any other rights and remedies he/she may have.

17.3 Council may, subject to clause 17.4, terminate this Agreement should the Artist/Designer fail to comply with, or carry out his/her obligations under, Clauses 4, 5.2, 6.2, 9.2, 11, 12.1, 13.2, 14, 18.1 and/or 19; and,

17.4 Council shall advise the Artist/Designer in writing of the nature of the default and allow the Artist/Designer 30 days to rectify the default. In the event that the default is not rectified within 30 days, Council may exercise the right conferred by clause 17.3, without prejudice to any other rights and remedies it may have.

17.5 Upon termination of this Agreement pursuant to clause 17.3, all money which has been paid to the date of termination, to the Artist/Designer, will be in full and final satisfaction of all claims by the Artist/Designer under this Agreement.

17.6 Notwithstanding clause 17.5, Council reserves the right to recover monies paid at the date of termination from the Artist/Designer for failure to perform under this Agreement.

17.7 Clauses 9, 10, 11, 12, 13.2, 14.4 and 15 survive termination of this Agreement:

18. SUB-CONTRACTING

18.1 The Artist/Designer will not assign its rights and obligations under this contract nor sub-contract the whole or any part of his/her obligations other than to a assignee or sub-contractor approved in writing by Council.
18.2 If Council approves the assignment or sub-contracting of any part of the Art Works, it is entitled to impose such conditions as it may in its absolute discretion require including:

(a) the Artist/Designer must supervise any assignee/sub-contractor;
(b) the Artist/Designer remains responsible to the delivery of the Art Work;
(c) the Artist/Designer must notify council of the identity of the particulars and past experience of any proposed assignee/sub-contractor.

19. CONFLICT OF INTEREST

19.1 The Artist/Designer warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of this Agreement. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than Council) the Artist/Designer will immediately give notice of the conflict of interest, or the risk of it, to Council.

19.2 The Artist/Designer must take all reasonable measures to ensure that its employees, agents and subcontractors do not engage in any activity or obtain any interest which is in conflict with the Artist/Designer's performance of this Agreement fairly and independently. The Artist/Designer will immediately give notice of any conflict of interest relating to the activities or interests of any of its employees, agents or subcontractors to Council.

19.3 If Council is given notice of a conflict of interest pursuant to clause 19.1 or 19.2, Council may proceed in accordance with clause 17 to terminate this Agreement.

20. UNAVOIDABLE DELAY

20.1 A party will not be entitled to exercise its rights and remedies upon the default of the other party (whether at common law or pursuant to this Agreement) if that default,

(a) is caused by Unforeseen Circumstances; and
(b) continues for less than three (3) days.

20.2 Without limitation, where the Unforeseen Circumstances continue for a period of more than fourteen (14) days, or such other period as Council, in its sole discretion, considers reasonable in the circumstances, Council may terminate the Agreement.
21. DISPUTES

21.1 The parties agree to submit any disputes which arise out of this Agreement to mediation either by a mediator agreed between the parties or, failing agreement within seven (7) days, in accordance with the rules of the Arts Law Centre Mediation Service, a program of the Arts Law Centre of Australia.

21.2 The parties agree to comply with clause 21.1 prior to having recourse to litigation unless there is a need to seek urgent injunctive relief.

22. WAIVER

22.1 A party's rights under this Agreement shall only be waived where the waiver is in writing and signed by both parties.

22.2 A waiver by a party will not prejudice any of its rights in respect of any-subsequent breach of this Agreement by the other party.

23. VARIATION

23.1 This Agreement may only be varied or extended by agreement in writing and signed by both parties.

24. ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire Agreement between the parties in relation to its terms and subject matter.

25. NOTICES

25.1 Notice must be in writing and may be delivered by pre-paid post, by hand or by facsimile transmission to the parties at:

    (a) In the case of the Artist/Designer, at the address or facsimile number specified in Item 3;

    (b) In the case of Council to the Principal’s Representative specified in Item 8.

25.2 Notices will be deemed to be given:

    (a) Two days after posting by pre-paid post;

    (b) Immediately upon proof of delivery by hand;

    (c) Immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender's facsimile transmitter. If that transmission notice indicates transmission on a Saturday or Sunday or after 5pm on any week day, the notice is deemed to be given on the next week day.
Public Art Policy  
Attachment B  
Guidelines for Implementing the Public Art Policy

SCHEDULE 1

| ITEM 1 - PROJECT |
| ITEM 2 – DATE OF AGREEMENT: |
| ITEM 3 - DETAILS OF ARTIST/DESIGNER |
  Name |
  Address |
  Facsimile No |
| ITEM 4 - ART WORK: |
| ITEM 5 - COMMENCEMENT DATE: |
| ITEM 6 - RETAINED AMOUNT |
| ITEM 7 - COMPLETION DATE: |
| ITEM 8 - PRINCIPAL'S REPRESENTATIVE: |
  Name |
  Address |
  Facsimile No |
| ITEM 9 - DETAILED DESIGN PROPOSAL |
  Attached as Schedule 2 |
| ITEM 10 - FINAL FEE |
| ITEM 11 - INTERIM FEE |
| ITEM 12 - PROJECT BRIEF |
  Attached as Schedule 3 |
| ITEM 13 - WARRANTY PERIOD |
  12 months from the Completion Date. |
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

SCHEDULE 2

DETAILED DESIGN PROPOSAL
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

SCHEDULE 3

SPECIFIC STANDARDS AND SPECIFICATIONS FOR ART WORK
SCHEDULE 4

CLAUSE 7 - PAYMENT TERMS

<table>
<thead>
<tr>
<th>Stage</th>
<th>Start Date (mm/yy)</th>
<th>Finish Date (mm/yy)</th>
<th>Activities to be undertaken</th>
<th>Milestone</th>
<th>$Amount (GST Inc)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Note:** This schedule includes all project contingencies; the artist/designer shall not be entitled to any additional payment – refer to the terms defined in Clause 7 of this contract.
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

SCHEDULE 5

FORMAT AND SPECIFICATIONS OF MAINTENANCE MANUAL
Executed as a Contract:

Signed for and on behalf of the Council of the City of Gold Coast under the hand of XXX pursuant to Delegation Number xxxx and created by Resolution of the Council of the City of Gold Coast on X XXXXX 20XX (Minute Number CXX.XXXX.XXX in the presence of:

……………………………………
Name
……………………………..
Date

Witness

……………………………..
Date

XXX
[ABN: xxxx]:

…………………………………………………………

...........

(The Contractor)

…………………………………………………………

(Witness)

…………………………………………………………

(Date)
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

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Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

Appendix 9 – Public Art Maintenance Manual example

Maintenance Manual

<<Name of Artwork>>

<<Location of Artwork>>

<<Completion Date>>
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

Artist Details

<<Artist Name>>
<<Artist Address>>
ABN: <<Artist ABN>>

Ph: <<Artist Phone No.>>
Email: <<Artist e-mail>>

Artwork Details

Description

<<physical description of artwork>>

Artist Statement

<<For use on attribution plaque and any related publicity statements>>

Materials

<<Detailed description of materials used in artwork>>

Fabricators and suppliers

<<Names and contact details of all sub-contractors and suppliers used in the fabrication of the artwork>>

Maintenance Schedule

Routine maintenance

For example: regular cleaning, light replacements and inspection details

<<Details of cleaning methods and recommended cleaning agents should be provided. Details of replacement bulbs and other consumables should be provided. Note: referring to original manufacturer for instructions is NOT acceptable

Details of any treatments, protection or coatings required or applied and the frequency of re-application and the recommended products.>>

Graffiti removal and repair to accidental or deliberate damage

<<Details of cleaning methods and recommended cleaning agents should be provided. Contact details of suggested repairers should be provided>>

Longevity of Artwork

<<Artist’s estimation of the life of the artwork should be provided.>>
Appendix 10 - Public Art Concept Design Assessment Sheet

Please provide a score from 0-5 for each submission. The weighted and total scores will be calculated on completion of the assessment sheets.

**ASSESSOR NAME**

<table>
<thead>
<tr>
<th>SELECTION CRITERIA</th>
<th>Score 1-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTIST:</td>
<td></td>
</tr>
<tr>
<td>1. Artistic merit</td>
<td></td>
</tr>
<tr>
<td>Weighting of 40%</td>
<td></td>
</tr>
<tr>
<td>2. Technical merit (safety, durability etc):</td>
<td></td>
</tr>
<tr>
<td>Weighting of 20%</td>
<td></td>
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<tr>
<td>3. Methodology</td>
<td></td>
</tr>
<tr>
<td>Weighting of 10%</td>
<td></td>
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<tr>
<td>4. Relevant experience</td>
<td></td>
</tr>
<tr>
<td>Weighting of 10%</td>
<td></td>
</tr>
<tr>
<td>5. Budget</td>
<td></td>
</tr>
<tr>
<td>Weighting of 10%</td>
<td></td>
</tr>
<tr>
<td>6. Management Acknowledgement</td>
<td></td>
</tr>
<tr>
<td>No weighting. Applicant ineligible if not provided.</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL SCORE 1-5**

Scores are defined as follows
5:Excellent  4:Good  3:Fair  2:Low  1:Poor

Assessor Signature: ____________________________

Notes
DESIGN DEVELOPMENT AGREEMENT

<<PROJECT>>

Between the Commissioner
Gold Coast City Council

and the Artist
<<artist name>>

<<date>>

<<file reference>>
DESIGN DEVELOPMENT AGREEMENT

THIS AGREEMENT is made the <<day>>th day of <<month>> <<year>>

BETWEEN: <<artist name>> of <<artist address>> in the State of <<artist state>> [hereafter referred to as "the Artist"] of the first part;

AND Gold Coast City Council of 135 Bundall Road, Surfers Paradise in the State of Queensland [hereafter referred to as "the commissioner"] of the second part;

WHEREAS:
1. The Commissioner requests the Artist to place his/her services at the disposal of the Commissioner for the purposes of developing a Design Development for the project attached as Item 1 of the Schedule.

NOW IT IS HEREBY AGREED

DESCRIPTION
2. The Artist agrees to submit to the Commissioner working drawings, specifications and other relevant documentation including quotations as detailed in the Assessment Criteria Item 2 of the Schedule for the proposed work of art as described Item 1 of the Schedule [hereinafter called "the Concept"] addressing the issues as listed in on or before the date specified in Item 3 of the Schedule.

APPROVAL
3. The Commissioner shall, within 30 days after the completion of Design Development notify the Artist of their approval to the Concept and their intention to proceed with the Commissioning.

LIAISON
4. The Artist shall liaise with <<Project Manager>>, on behalf of the Commissioner.

PAYMENT
5. The Commissioner shall pay the Artist a Design Development fee as described in Item 4 of the Schedule.

INTENTION TO PROCEED
6. If the Commissioner notifies the Artist of their intention to proceed with the Design Development, the parties hereto agree to sign a Commission Agreement.
COPYRIGHT
7. (a) Subject to the following clause of this agreement, copyright in all Design Development is retained by the artist.
   (b) If the Commissioner does not notify the Artist of their intention to proceed with the Commission, the Artist shall be entitled to retain all Design Development fees payable under clause 5 of this agreement. In the event of termination, title to the Design Development and all rights therein, shall be retained by the Artist.

INTELLECTUAL PROPERTY
8. (a) The Artist warrants that in producing the Design Development, it does not and will not infringe the Intellectual Property Rights of any person.
   (b) The Artist shall indemnify and keep indemnified the Commissioner against all costs expenses and liabilities whatsoever arising out of or in connection with any claim that the Design Development infringes the Intellectual Property Rights of any person.

MORAL RIGHTS

CONFIDENTIALITY
10. (a) Each party will treat all Confidential Information of the other party as confidential and will not, without the prior written consent of the other party, disclose or permit the same to be disclosed to a third party. This clause shall survive termination of this Agreement.
    (b) Each party will treat all Design Development proposals as confidential and will not, without the consent of the other party, disclose or permit the same to be disclosed to a third party. This clause shall survive termination of this Agreement.

TERMINATION
11. (a) Prior to the delivery of Design Development either the Commissioner or the artist may terminate this agreement at any time upon giving written notice to the other.
    (b) If the Commissioner terminates [for any reason other than the Artist's failure to submit the Design Development within the time specified], the artist shall be entitled to the total Design Development fee payable under this agreement. If the Commissioner terminates on the ground that the Design Development was not submitted within the time specified, no fee will be payable.
    (c) Should the Artist terminate this agreement for any reason other than breach by the Commissioner, no Design Development fee shall be payable.

DISPUTES
12. Any dispute arising in connection with this agreement, which cannot be settled by negotiation, will be first submitted to mediation.
WAIVER
13. Any failure by a party to compel performance by the other party of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions nor will it affect or impair the right to enforce those rights at a later time or to pursue remedies for any breach of those terms or conditions.

VARIATION
14. A variation of this Agreement must be in writing and signed by the parties.

NON-ASSIGNABILITY
15. Neither party hereto shall have the right to assign this Agreement to a third party without the prior written consent of the other party.

LAW
16. This agreement shall be governed by the law of the State of Queensland.

ENTIRE AGREEMENT
17. This Agreement contains the whole of the agreement between the Artist and the Commissioner with respect to its subject matter and supersedes any and all other representations or statements by either party.

NOTICES
18. (a) Any notice, demand or other communication required to be given or made in writing under this deed will be deemed duly given or made if delivered or sent by prepaid post or facsimile transmission. [as per details in Item 1 and Item 2 of the Schedule]
(b) A party may change its nominated address or facsimile transmission number by giving not less than 5 business days notice to the other party.
(c) Proof of posting by prepaid mail is proof of receipt on the second clear business day after posting. Proof of transmission of a facsimile message is proof of receipt on the date of transmission provided that if transmission is not on a business day or not before 4.00pm, then it shall be deemed to have been received on the next succeeding business day after transmission.

CONSTRUCTION AND INTERPRETATION
19. For the purpose of the interpretation and construction of this Agreement:-
(a) Headings and marginal notes shall not form part of this agreement and shall not limit or effect the interpretation or construction of this Agreement.
(b) Words importing a person shall include bodies corporate of any nature and vice versa.
(c) Singular words shall include the plural and plural words shall include the singular.
(d) Words importing a particular gender shall include each other gender.

IN WITNESS whereof the parties hereto have set their hands the day and year first herein before written.
PUBLIC ART POLICY
Attachment B
Guidelines for Implementing the Public Art Policy

SIGNED for and on behalf of the Council of the City of Gold Coast under the hand of <<Appropriate Delegate>> pursuant to Delegation Number <<delegation>> and created by Resolution of the Council of the City of Gold Coast on <<resolution date>> (Minute Number <<minute no.>> in the presence of :

Name
Date

Witness
Date

(the Commissioner)

<<Artist Name>>
[ABN: <<Artist ABN>>]:

Date

(the Contractor)

(Witness)

Date

(Witness)

Date
THE SCHEDULE

DESIGN DEVELOPMENT AGREEMENT

1. The Project Brief:
   Attached as Appendix 1 to this Agreement

2. Assessment Criteria:
   The Design Development will be assessed by the following criteria:
   - Artistic merit
     o Detailed design should be submitted in a visual format, which gives the selection panel sufficient information to assess its artistic merit.
     o Conceptual statement about the proposed artwork describing the relationship between it and the project brief.
     o Maquettes, models and/or detailed drawings are required.
   - Technical skills
     o Detailed information about specific technical requirements including engineering certification, if applicable.
     o Potential risk-management or specific maintenance issues should be addressed in detail.
   - Budget
     o One page schedule showing lump sum fees (artist/design fee, fabrication, installation, management and materials as separate line items and corresponding % breakdown for all stages).
     o Schedule should include an hourly rate and monthly cash flow.
     o Separate schedule for disbursements.
   - Management
     o Acceptance of terms and conditions in the attached Agreement
     o Details of current public liability and professional indemnity insurance
     o Referee names and current contact details

3. Selection Criteria Weighting
   The above criteria will be assessed by the following weightings:
   - Artistic merit <<percent>>%
   - Technical skills <<percent>>%
   - Budget <<percent>>%
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

- Management acknowledgement <<percent – usually compulsory>>%

4. Submission Due Date:
<<Submission due date>>

5. Payment of the Fee (includes GST):
The Commissioner shall pay the Artist a Design Development Fee [excluding GST] of <<fee>> within 30 days of receipt of invoice:

DESIGN DEVELOPMENT FEE $ <<fee>>
GST $ <<gst>>

TOTAL INCLUDING GST $<<total fee>>
Appendix 12 – Public Art Design Development Assessment Sheet

Please provide a score from 0-5 for each submission. The weighted and total scores will be calculated on completion of the assessment sheets.

<table>
<thead>
<tr>
<th>SELECTION CRITERIA</th>
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</tr>
<tr>
<td>2. Technical merit (safety, durability etc):</td>
<td></td>
</tr>
<tr>
<td>Weighting of 20%</td>
<td></td>
</tr>
<tr>
<td>3. Methodology</td>
<td></td>
</tr>
<tr>
<td>Weighting of 10%</td>
<td></td>
</tr>
<tr>
<td>4. Relevant experience</td>
<td></td>
</tr>
<tr>
<td>Weighting of 10%</td>
<td></td>
</tr>
<tr>
<td>5. Budget</td>
<td></td>
</tr>
<tr>
<td>Weighting of 10%</td>
<td></td>
</tr>
<tr>
<td>6. Management Acknowledgement</td>
<td></td>
</tr>
<tr>
<td>No weighting. Applicant ineligible if not provided.</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL SCORE 1-5**

Scores are defined as follows
5:Excellent  4:Good  3:Fair  2:Low  1:Poor

Assessor Signature: ________________________________

Notes

Approved:
CD07.0910.004/G070917.016
Public Art Policy
Attachment B
Guidelines for Implementing the Public Art Policy

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Appendix 13 – Public Art Plaque Examples

Example 1. Standard plaque

MILLENNIUM TOY
Sculpture by
Laurindo De Abreu Soto

*Like a toy left behind by a giant child captivated and spellbound by the majestic sight of the sea, the Millennium Toy celebrates the Surfers Paradise lifestyle.*

Artwork Commissioned by the ‘Heart of the City’ Programme.

September 2005

Mirror Finish and Powder Coated Stainless Steel

Fabrication by Campbells Metalworx Pty Ltd

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Example 2. Minimum plaque

MILLENNIUM TOY

Sculpture by Laurindo De Abreu Soto

September 2005
Appendix 14 – Public Art Certificate of Practical Completion

<<project manager>>
Surfers Paradise Office
(07) 5581 6458

<<artist name and address>>

Dear <<artist name>>

CERTIFICATE OF PRACTICAL COMPLETION

CONTRACT NO <<contract or file number>>

It is considered that the works under the above contract have reached the stage of Practical Completion as at <<date of completion>>

Arrangements are in hand for the release of your final fee payment.

Yours faithfully

<<Project Manager>>
Memorandum

To: Insurance Manager
   Asset Accountant

From: <<Project Manager>>

Subject: Contract No <<contract no. or file no.>>

Date:

File No: <<file no.>>

Please be advised that the above contract has reached the stage of Practical Completion on <<completion date>> and is now Council's responsibility.

The approximate value of this contract is <<total fee>> GST exclusive.

The contract supervisor is <<project manager>> and they can be contacted on <<ext.no.>>.

The asset custodian is <<asset custodian>> and they can be contacted on <<ext. no.>>.

<<project manager>>
Ext <<ext. no.>>
Enc <<copy of project brief>>
<< copy of Certificate of practical completion letter>>
## Appendix 15 - Public Art Asset Registration pro forma

*For supporting documentation notes see Part 7 in Guidelines for Implementing the Gold Coast City Public Art Policy*

<table>
<thead>
<tr>
<th>Title of Artwork:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Artist:</td>
<td></td>
</tr>
<tr>
<td>Artwork Materials and Construction Details:</td>
<td></td>
</tr>
<tr>
<td>Location of Artwork:</td>
<td></td>
</tr>
<tr>
<td>Asset Custodian:</td>
<td></td>
</tr>
</tbody>
</table>
| Procurement Method (check box as applicable): | □ Commission  
□ Direct purchase  
□ Donation |
| Date of Procurement: |  |
| Project/Task No. for Procurement: |  |
| Estimated Life of Artwork: |  |
| Value of Artwork (estimate if unknown): |  |

Attach copies of the following (check box as applicable):

- Artist’s cv
- Artistic statement
- Maintenance manual

This form, with attachments, should be sent to Asset Officer, Community Services (ext 7416).
The Public Art Reference Group is a panel of external professionals with public art expertise, which will provide public art project management teams with an objective, strategic and critical view on artistic and aesthetic issues.

The Public Art Reference Group will provide advice to councillors and council officers as required on issues relating to the implementation of Council’s Public Art Policy. The Group will not make recommendations to Council.

The Group fulfils the following roles:

- Provide councillors and council officers with an authoritative, objective, artistic position on artworks proposed for acquisition under the Public Art Policy
- Take a monitoring and review role on aesthetic and artistic issues from a strategic and operational perspective
- As individuals, provide professional expertise on specific public art selection panels

Members of the Public Art Reference Group will provide Council with the artistic, aesthetic and professional expertise required to ensure adherence to the four underlying principles of the Public Art Policy: Excellence, Specific to the place, Strategically considered, and Inclusion and diversity.

Council officers and councillors involved in the procurement of public art can utilise the skills and expertise of the Public Art Reference Group in the following ways:

- The Public Art Reference Group can be invited to comment on public art project scope documents
- Individual members of the Public Art Reference Group can be invited to sit on public art assessment panels, as required, to:
  - Provide expert advice on aesthetic and artistic issues
  - Encourage a strategic approach to the selection of public art
  - Ensure the Public Art Reference Group is fully aware of public art projects across the City

It is expected that the Public Art Reference Group will meet twice a year, or more frequently if needed, to consider such issues as:

- Providing advice, as requested, on proposed new public art projects
- Monitoring and reviewing current Public Art projects through reports from members sitting on selection panels

The Public Art Reference Group will be made up of eight members.

Four members will be selected through a publicly advertised nomination process. These members will have professional expertise in architecture, urban design or the creative arts, with a demonstrated experience in public art practice. Appointments to the Reference Group will be for a period of two years, with members having the option of re-nominating if they wish.

Four further members will be directly appointed to the Reference Group. The senior representatives of the Gold Coast City Art Gallery, the Queensland College of Art – Griffith University, the Queensland Chapter of the Royal Australian Institute of Architects, and the Urban Development Institute of Australia – Gold Coast, will nominate these members.
Public Art Policy
Attachment C - Public Art Reference Group
Terms of Reference

Council’s Cultural Development staff will be responsible for managing the nomination and appointment processes based on criteria established by the Public Art Policy stakeholders, convening the Reference Group and providing liaison between the Reference Group and council officers and councillors.