

METROPOLITAN BOROUGH OF WIRRAL

EXECUTIVE BOARD – 19TH JUNE 2006

REPORT OF THE DEPUTY CHIEF EXECUTIVE/DIRECTOR OF CORPORATE SERVICES

HOYLAKE MARKET STREET IMPROVEMENTS – CONTRACT FOR ART WORK

1 Executive Summary

- 1.1 This report updates Members on progress with the artwork to be sited on the roundabout at Kings Gap. This represents the final item of work in the Market Street, Phase 1A public realm improvements project. The report also seeks Board approval for the contract award relating to the art work.

2. Background

- 2.1 The master plan for the regeneration of Hoylake and West Kirby was approved by Cabinet in November 2004. The plan identifies a number of short, medium and longer term projects that could be delivered to regenerate the two towns.
- 2.2 The Market Street Phase 1A public realm improvements project was identified as the first, priority scheme to be delivered out of the master plan. The £1.5 million scheme has been funded by contributions from the North West Development Agency via the Mersey Waterfront programme (£584,100), the Merseyside Objective 1 Programme (£660,000) and Wirral Borough Councils West Wirral Improvements Programme.
- 2.3 The inclusion of an artwork element within the project was perceived as an important component of the whole scheme by the two major external funding bodies and helped secure the necessary grants. The artwork enables the scheme to create a unique sense of place in line with the aspirations of the funding agencies.
- 2.4 The artwork had originally been included as a named sub-contract within the original design commission with consultants Building Design Partnership (BDP). However, initial proposals provided by artists commissioned by BDP did not gain the support with either the local community or the local elected members.
- 2.5 As such, a decision was taken to remove the artwork from the main contract and a public consultation was added to the commission whilst keeping the overall budget in line with the original figure of £100,000 identified within the wider scheme. Officers of the Special Initiatives Team pursued an alternative route of procurement engaging local community representatives and ward councillors on a short-listing and interview panel, supported by Officers from the former Education and Cultural Services Department.
- 2.6 The commission was openly advertised and five artists were short-listed and interviewed in May 2005. The Fife-based sculptor David Annand was the preferred candidate in view of his track record with similar commissions and the overall quality of his sculptural work.

3. Progress to date

- 3.1 David Annand was appointed on June 1st 2005. Due to the delay caused by the rejection of the initial proposals and appointment process, David commenced work with immediate effect undertaking the consultation process during the summer of 2005.
- 3.2 The consultation involved two public meetings and a visit to a school as well as the return of over two hundred questionnaires. The overwhelming response was that the sculpture should represent something maritime in nature.
- 3.3 In response to the consultation, David Annand produced five design concepts based upon a maritime theme. A public exhibition and vote was held in September 2005 to determine the preferred design. A design cast in bronze, entitled the Knot and based on a flock of swirling seabirds proved a clear favourite receiving 75% of the 420 votes cast.
- 3.4 Since autumn last year, David Annand has been involved in the detailed design, structural design and fabrication of the work in conjunction with his regular back up team and foundry.
- 3.5 In January 2006, planning permission was secured in relation to the erection of the Sculpture on Kings Gap Roundabout.
- 3.6 A steering group made up of the original selection panel and Officers from Special Initiatives Team and the former Education & Cultural Services Department has been meeting with David Annand on a bi-monthly basis since his appointment to oversee progress with the work.

4. The Contract

- 4.1 Since the appointment of David Annand, the Head of Legal and Member Services has been putting together a contract for this work.
- 4.2 Due to the unique nature of the service/product being procured and the evolution of the design process, a bespoke contract has now been produced dealing with all aspects of the work in line with its scheduled installation in June in advance of the Open Golf Championship in July.
- 4.3 Under Contract Procedure Rule 13.2, members are requested to approve this contract in order that it may now be signed by the Head of Legal and Member Services, or his nominated representative.

5. Terms of the Contract

- 5.1 Under the contract the artist, David Annand, is obliged to prepare preliminary designs and consult with the local community, design the work and construct it, deliver it to Hoylake and install it on foundations that he has designed. The work is to be designed in such a way that it will require little, or no, future maintenance. The artist is to be paid in instalments to a total of £100,000.00. The council has the right to monitor the design and construction at all times. The council is to carry out the works to prepare the site for the installation of the work, including the laying of foundations to a design procured by the

artist. The work is to be completed by 31st May and installed between 5th and 7th June 2006.

- 5.2 The contract provides that the artist must rectify any defects in workmanship or materials that are notified to him within two years after the work is installed. If the work requires repair or restoration during the lifetime of the artist the council must give him the option to carry out those works or to supervise their being carried out - subject to terms being agreed with the artist. If the artist dies before the work is completed, and if the council wishes to procure its completion, the council must consult with the fabricators sub-contracted by the artist to cast the work, Powderhall Bronze Edinburgh, about the best procedure to complete the work but the council is not bound to contract with that company.
- 5.3 The artist is to provide written instructions as to how the work is to be maintained and cleaned and the council is to be responsible for ensuring that the work is adequately maintained and cleaned in accordance with those instructions.
- 5.4 The council agrees to maintain a permanent record of the terms of the agreement and, where possible, to notify, and consult with, the artist about any proposed relocation of the work or changes to the site of the work that would affect the intended character and appearance of the work. Where any relocation or alteration is carried out without the consent of the artist he has the right to remove the plaque referred to below.
- 5.5 Other notable provisions of the contract are: -
- The work remains the property of the artist until the final instalment of his fee is made;
 - The copyright in the work will remain jointly with the artist and the council;
 - The council may not alter damage or destroy the work without the prior consent of the council;
 - The council is to erect a permanent plaque near to the work with wording, to be agreed with the artist, describing the work and identifying the artist."

6. Financial and Staffing Implications

- 6.1 The development of this project requires a range of skills and a multi-departmental approach. Joint working is therefore being carried out by officers from Corporate Services, Technical Services and Regeneration Departments. This is being led by officers from Corporate Services' Special Initiatives Team.

7. Equal Opportunities implications

7.1 There are no immediate Equal Opportunities implications as a result of this report. Implementation of project proposals is likely to bring about equal opportunities improvements and benefits.

8. Human Rights implications

8.1 There are no Human Rights implications as a result of this report.

9. Local Agenda 21

9.1 There are no immediate LA21 implications as a result of this report. Implementation of the project proposals will result in major environmental improvements and high quality sustainable development. The original brief to the artist specified the need to keep the long term maintenance burden of the artwork to a minimum.

10. Local Member Support implications

10.1 This report has positive implications for Hoylake and Meols ward. **In developing these proposal officers have been engaged in a collaborative consultation process with the local elected Members and the community 'contact' group in Hoylake.**

11. Background Papers

11.1 Background papers in relation to this report are held by the Special Initiatives Team in the Corporate Services Department.

12. Planning implications

12.1 Planning consent for the sculpture was granted by planning committee in January 2006.

13. Community Safety implications

13.1 There are no Community Safety implications as a result of this report. Implementation of the project proposals will result in significant Community Safety improvements.

14. Recommendations

That the award of contract to David Annand be approved and the Deputy Chief Executive/Director of Corporate Services be authorised to complete the documentation.

J. WILKIE

Deputy Chief Executive/Director of Corporate Services

This report has been prepared by Howard Mortimer of the Special Initiatives Team of the Corporate Services Department who can be contacted on 691 8139.