

Detailed Design Agreement – Lighting Design, Ashford Ring Road project

Extracts from

COMMISSION AGREEMENT

between the Commissioner:
Kent County Council

and

the Artist:
Nayan Kulkarni
of:
NK Projects (UK) Ltd

Definitions

- 1.2 The Work' means:
- 1.2.1 the lighting designs prepared in execution of the Commission Brief Agreement between the Commissioner and the Artist, submitted to and approved by the Commissioner,
 - 1.2.2 the lighting designs prepared by the Artist in respect of Bank Street as approved by the Commissioner
 - 1.2.3 that in accordance with the schedule of 'Services to be Provided' Agreement detailed in Appendix 1.

THE WORK

- 3.1 The Artist shall use his aesthetic skill and judgement to assist in the creation of the detailed designs and specifications necessary for the creation of the Work, The Artist will direct and supervise works undertaken by the Commissioner's Contractors, or Contractors nominated by the Artist and approved by the Commissioner, to undertake the fabrication and installation of the Work. The Artist will be responsible for advising the Commissioner that they have approved works undertaken by the Commissioner's Contractors or Contractors nominated by the Artist

- 3.2 In executing this Commission Agreement the Artist will provide the services detailed in the relevant agreed 'Services to be Provided' schedule.
- 3.3 The specifications, contractor's quotations and method statement will be approved by the Commissioner
- 3.4 The Artist shall personally supervise and approve all work carried out by the contractors appointed by the Commissioner to execute the detailed design, fabrication and installation of the Work.
- 3.5 The Artist shall exercise all reasonable skill, care and diligence in creating the Work and enabling its installation.

TRANSPORT AND INSTALLATION

- 7.1 The procurement and installation of the Work will be arranged by the Commissioner in consultation with the Artist and in accordance with Health and Safety legislation and policies adopted by the Commissioner and their contractors.
- 7.2 Artist's nominated contractors as approved by the Commissioner will be appointed by the Commissioner on the basis of an agreed specification and estimate for the costs of their work and the provision by them in collaboration with the Artist of a Method Statement to the satisfaction of the Commissioner.
- 7.3 The Artist and his nominated Contractors shall be required to comply with Health and Safety legislation and shall be fully liable for any breaches of that legislation.
- 7.4 The Artist will be present on site as reasonably required by the Commissioner and make his expertise available to the Commissioner, his Agents, Contractors and Nominated Contractors during the fabrication and installation of the Work.
- 7.5 The Commissioner will afford the Artist access at all reasonable times to the site during the execution of this Agreement. Such access will be organised through the office of the Commissioner.
- 7.6 The Commissioner will be responsible for ensuring that all necessary planning consents and approvals of any statutory authority, or the site owner, has or will be obtained for the execution and installation of the Work and for all costs associated therewith.

APPENDIX - SERVICES TO BE PROVIDED

The services to be provided in the preparation of detailed designs by the artist working in collaboration with the ring road design teams in a timely manner will include:

- 2.1 detailed development of the scheme for commissioned work from approved Design Proposals,
- 2.2 provision of information to discuss detailed proposals with and incorporate input of other parties including the Commissioner and his consultants into the scheme for the commissioned work,
- 2.3 provision of detailed cost estimates and the provision of suppliers' quotations,
- 2.4 preparation of cost estimates for on and off-site operations,
- 2.5 preparation of timetable for fabrication and construction,
- 2.6 provision of adequate information to enable the Commissioner and other parties to consult with planning, building control, fire, environmental and other statutory undertakers,
- 2.7 preparation of revisions to Detail Design Proposals for commissioned work to deal with requirements of planning authorities within the scope and schedule of this agreement,
- 2.8 carry out special constructional/fabrication research including design and testing of prototypes, mock-ups etc,
- 2.9 preparation of, and/or the supply of adequate information to enable others to prepare, production drawings and specifications,
- 2.10 provision of information for the preparation of bills of quantities and/or schedules of work,
- 2.11 provision of production information,
- 2.12 provision of information required to ensure compliance with the health and safety plans,
- 2.13 attendance at meetings with the Commissioner as required to review progress,

- 2.14 provision of advice on future maintenance and cleaning requirements in respect of the Detail Design Proposals when executed,
- 2.15 advise on the need for and scope of consultant's services and conditions of their appointment,
- 2.16 assist the Commissioner in the public presentation and promotion of the Design Proposals.