

# KALKALLO NORTH COMMUNITY CENTRE PUBLIC ARTWORK COMMISSION

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## Expression of Interest



### Summary:

Hume Council is seeking *expressions of interest* from individual artists or creative teams interested in designing an Public Artwork for the new Kalkallo North Community Centre.

The commission has two stages:

- 1) shortlisting & community engagement with up to three artists
- 2) selection of chosen artist through presentation of concept designs to a selection panel

*Aboriginal and Torres Strait artists are especially encouraged to apply.*

Enquiries to:

Anna Clabburn  
Community Development Officer, Arts and Culture (Mon – Thurs)  
0477 443 833 [annac@hume.vic.gov.au](mailto:annac@hume.vic.gov.au)

**Submissions are due 5.00pm Thursday 7 December 2023**

## Project background :

Kalkallo is a semi-rural suburb north of Melbourne, located on the traditional lands of the Wurundjeri Woi-wurrung. Merri Creek runs through the east of the region and there are several large areas of remnant grassland, housing threatened species of plants, amphibians and reptiles.

Cultural heritage studies of Kalkallo and surrounds reveal evidence of Aboriginal populations regularly traversing the local rocky outcrops and moving along the creek adjacent to the present-day Hume Highway. (See *Appendix A: Site Specifications*)

Following colonisation of Victoria, land sales commenced in the Parish of Kalkallo in 1840. The small rural township featured many natural and cultural heritage sites typical to towns of the era – from churches, hotels, monuments and bridges to healthy waterways and grasslands.

Kalkallo boomed during the gold rush years, as travellers made their way up Sydney Road. At this time, the township featured seventeen accommodation houses, a police station, jail and courthouse. However, in the 1870s, the duplication of the Hume Highway and the opening of the North East railway line caused the population to decline.

In 2023, recent housing developments have created a new generation of diverse communities coming to live in the region. Almost half of the population of Kalkallo identified their ancestry as Indian, Punjabi or Sikh in the most recent census.

Population forecasting for the Kalkallo town area predicts that the neighbourhood will rise from present day 7,000 to close to 18,500 by 2040. *Hume Population Summary, 2023 - [Home | Hume City | Population forecast \(id.com.au\)](#)*

In future, Kalkallo will form part of the broader Cloverton Metropolitan Activity Centre, which is estimated to expand to a new population of 380,000 people in the coming decades.

## The Commission

Hume Capital Works funding has been allocated for a new site-specific Artwork to be developed with the local community for a landmark site beside the new **Kalkallo North Community Centre**.

The Centre opened to the public in mid-November 2023, to service the growing local neighbourhood, and will offer a vibrant and welcoming community hub, with a wide range of programs and services to support the needs of the local community.

Key features of the facility will be:

- Function spaces
- Community café space
- Flexible multipurpose community meeting & training rooms

- Commercial kitchen
- Consulting rooms
- Kindergarten rooms
- Community & Youth space
- Maternal and Child Health consulting rooms
- Wi-Fi
- Accessible toilets & shower

Hume's *Art in Public Places Policy* states that commissioned artwork must be site specific, tell stories that are distinct to their local communities, and develop and celebrate a 'sense of place.'

Within this context, the new **Kalkallo North Community Centre Entrance Artwork** project will:

- Create a sophisticated, safe and physically robust contemporary landmark artwork for the new Kalkallo North Community Centre.
- Support engagement with the local Kalkallo community stakeholders in the development of the artwork.
- Prioritise the selection of an Aboriginal artist.

The Project Team will work to commission a high quality, innovative and contemporary artwork that speaks to the broader aims of the *Hume Creative Community Strategy 2020-2025* and creates a new landmark that will augment the profile of the Community Centre within the neighbourhood. (See *Appendix B: Hume Creative Community Strategy*)

It is anticipated that the new artwork will be in place by autumn 2024. (See [Kalkallo North Community Centre - Hume City Council](#))

## Process:

**Stage 1:** Three artists will be shortlisted from an open *Expression of Interest* callout and paid a fee of \$2000 each to attend a *Community Engagement Workshop* prior to designing an original model and/or graphic concept design for a proposed Artwork for the new Centre.

Artists will be offered an opportunity to present a *Draft Design* and *Budget* to an internal Assessment Panel, in person or online. Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation will also be given an opportunity to inform the selection of the final artist.

In acknowledgement of the cultural heritage significance of the location, the selection criteria for the project will be weighted to encourage applications from Aboriginal artists, or artists of non-Aboriginal background who submit in collaboration with an Aboriginal artist/designer.

**Stage 2:** Following consultation with Wurundjeri, the project Working Group will confirm a preferred artist/design who will then be required to engage further with local community stakeholders to refine a *Finished Design* and submit a detailed *Project Budget*. Once the

engineering and footing plans for the design are confirmed, the artwork will be fabricated and installed at the site, guided by the *Timeline* below.

## The Site:

The chosen location for the artwork is a raised rocky outcrop (approximately 1 metre above street level) in a fenced off area to the right of the new Community Centre. (See *Appendix A: Site Specifications*)

Due to the irregular surface of the rocky knoll on which the artwork will stand, it is expected that the artist will engage a *professional engineer* to assist in confirming plans for the design and certification of the structure itself. The contractor engaged by Hume to landscape the site will assist with ground footings and installation of the completed artwork.

Although the corner site will be fenced off and not available to pedestrians, it is also essential that the artwork *does not suggest a climbing opportunity* for residents or visitors.

Please note – there is an existing **Kalkallo Community Centre** to the south of the new site that has been operational for several years. Staff from this facility may also be involved in the artwork commission.

## Community Engagement:

The short-listed artists will be required to engage directly with local stakeholders at a Community Engagement Workshop prior to creating a concept design for the site. If selected as the winning artist for the commission, further engagement with local stakeholders may assist in the refinement of the finished design, prior to fabrication and installation.

Wurundjeri will be consulted during the artist selection phase and invited to participate in the launch of the artwork. The chosen artist will be given access to relevant sections of the *Cultural Heritage Management Plan* for the site and invited to engage further with Wurundjeri if appropriate.

## Selection Criteria:

Shortlist proposals will be assessed on the following criteria:

- *Overall creative approach, understanding of the brief (40%)*
- *Experience working with large scale public artwork (30%)*
- *Experience with cultural heritage, community diversity & social justice themes (20%)*
- *Connection with Hume Council region (live, study or work in Hume)(10%)*

## How to submit:

Please submit via email to: [annac@hume.vic.gov.au](mailto:annac@hume.vic.gov.au).

*If submitting in hardcopy, please inform the Project Contact the week before the EOI due date, to allow time for delivery/collection.*

1. Read this Expression of Interest document.
2. Write a single A4 page (or dot point) brief response to the Selection Criteria above.
3. Add Support Material (see Checklist below).
4. Submit your application by **5.00pm Thursday 7 December 2023**.

### **Support Material Checklist:**

- Up to 10 examples of your work (images/recordings/video).  
All work must be clearly labelled with title, date, medium, dimensions / duration.
- A current Curriculum Vitae (CV).
- Names and contact details of two referees.

If emailing an application, please attach digital images as jpegs (max file size 5MB each). If video / performance-based or new-media is to be submitted, please attach a DVD or include links to material online. Hume City Council is unable to return original support material.

Nb: Following selection, shortlisted artists will be required to sign a *Minor Services Agreement* (see *Appendix C*) and show proof or (or obtain) the following insurances for the duration of the Contract:

- *Public liability cover of not less than \$10,000,000.00*
- *Workers Compensation Insurance (personal accident/injury cover)*

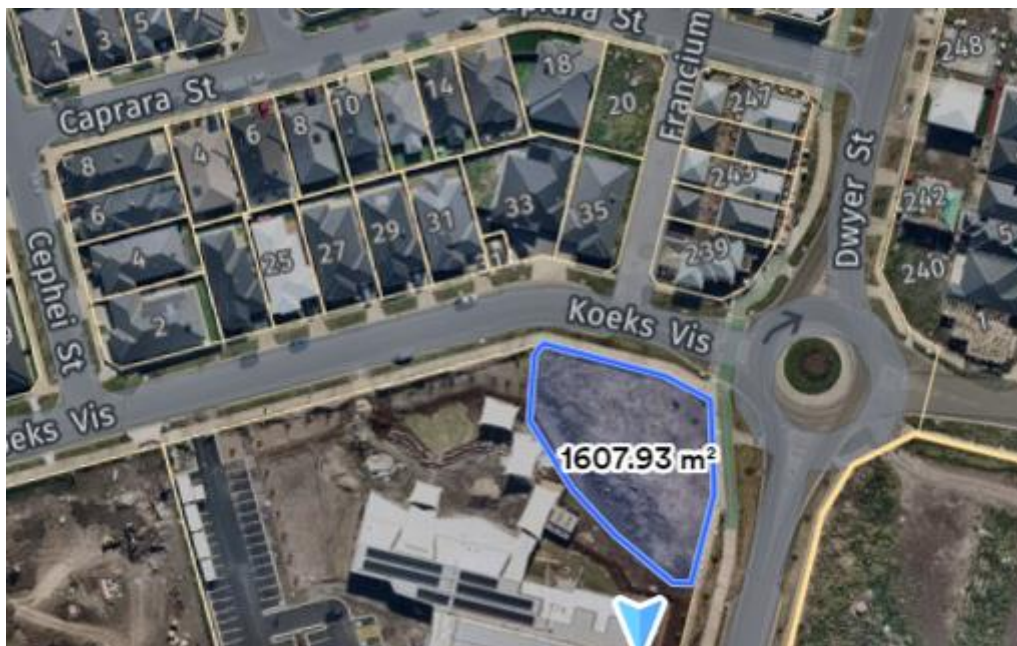
### **Timeline & Community Engagement Schedule:**

<b>Action</b>	<b>Date Complete</b>
Project Planning	<i>March – Oct 2023</i>
Working Group Assembled	<i>End Oct 2023</i>
Expression of Interest – readvertised	<i>Fri 24 Nov – Thurs 7 Dec 2023</i>
<b>Expression of Interest – closes</b>	<b><i>5.00pm Thurs 7 Dec 2023</i></b>
Assessment –up to 3 shortlisted artists	<i>Mon 11 Dec 2023</i>
Shortlisted artists engaged	<i>Tues 12 – Fri 15 Dec 2023</i>
Community engagement workshops x 2	<i>January 2024 (dates tbc)</i>
Shortlisted Artists presentations to Working Group ( <i>Draft Design &amp; Budget</i> )	<i>Tues 30-Wed 31 Jan 2024 (time tbc)</i>
Selected Artist contracted <b>Councillor Update</b>	<i>Thurs 1 Feb 2024</i>
HOLD POINT – Artist to refine <i>Finished Design</i> , including engineering & fabrication specs & <i>Detailed Budge</i> . (Finished Design approvals finalised)	<i>Thurs 1 – Fri 16 Feb 2024</i>
<b>Construction &amp; Installation</b>	<b><i>Feb – April 2024 (tbc)</i></b>

	<i>NB Community Open Day Saturday 24 February – Artist will be invited to attend</i>
Completion Delivery of <i>Maintenance Manual</i>	<i>End April 2024</i>
Launch	<i>May 2024 - tbc</i>

## Appendix A: Site Specifications

The site is located at the corner of Koeks Vista and Dwyer Street Kalkallo, Victoria.



The northern portion of the site comprises a rocky outcrop of approximately 1600m<sup>2</sup>, sitting one metre higher than the adjoining footpath, with a gentle downward slope towards the Centre.

It is intended that the site will not be accessible to the public due to the rocky conditions and a fence will be constructed around the entire area to discourage pedestrian traffic. The fence will be constructed of 205 linear metres of WPC Pyramid top bollards and 2 rows of 12mm rope wire in between bollards at 2.5m spacing, with a removable bollard enabling access for construction and maintenance purposes.

Hume Parks and Gardens team will weed spray and mulch the site through October. Low level planting will occur in approximately 12 months when weeds are stabilised.

*This image shows a view from the new Centre, looking north up the rocky outcrop -*



This image shows the corner from the intersection of Dwyer Street/Koeks Vista roundabout, looking towards the rocky outcrop - prior to weed slashing -



A Cultural Heritage Study related to the site identifies artefact locations south of the new Community Facility (CF) site, as per map below -



Relevant sections of the *Cultural Heritage Study* will be made available to the selected artist.

Additional information about the Aboriginal heritage of the area:

McConachie, F & McAlister, R. 2013. *Mapping cultural values: A case study from Kalkallo, Melbourne Metropolitan Area (PDF)* [Mapping cultural values: A case study from Kalkallo, Melbourne Metropolitan Area \(researchgate.net\)](#)

## Appendix B: Hume Creative Community Strategy 2020-2025

Artists are encouraged to consider current goals in the *Hume Creative Communities Strategy* in preparing their submissions – please visit the link here:

[Creative Community Strategy 2020-2025 - Hume City Council](#)



### **Goal 1 Creative Community:**

A welcoming and diverse creative community that supports wellbeing, connection and belonging.

### **Goal 2 Creative Places and Spaces**

An accessible creative environment where places and spaces respond to community need and build community resilience.

### **Goal 3 Creative Industries and Practitioners:**

A natural home for creative industries and innovative practitioners.

### **Goal 4 Creative Engagement:**

An engaged community where creative participation and partnerships thrive.



## Appendix C: Shortlisted Artist Minor Service Agreement

### Minor Service Agreement



Agreement No: **XXX**

#### BETWEEN

HUME CITY COUNCIL (ABN: 14 854 354 856)

Of

1079 PASCOE VALE ROAD, BROADMEADOWS VIC 3047

(the Council)

#### AND

XXXXXX (ABN: XXXXXXXXXXXX)

Of

**xxx**

(the Contractor)

#### 1. Services

The Council wishes to engage the Contractor for **XXX** Service Agreement as per the attached **Shortlisted Artist: Kalkallo North Community Centre Artwork**

The service will be administered by the Minor Services Agreement Terms and Conditions attached herein.

#### 2. Agreement Term

The term for this agreement commences on *Tuesday 12 December 2023* and the date for practical completion – *Wednesday 31 January 2024*.

#### 3. Claims and Payments

On the presentation of a valid tax invoice, Council shall make payments to the Contractor via EFT within 30 days of presentation.

The lump sum/schedule of rates amount for this agreement is *\$2000 inclusive of GST*.

#### 4. Insurances and OHS

As per the **Expression of Interest: Kalkallo North Community Centre Entrance Artwork**, the Contractor will affect the following insurance in terms approved by the Council for the duration of the Contract:

- Public liability cover of not less than \$10,000,000.00
- Workers Compensation Insurance (personal accident/injury cover)

*NB Council staff can advise on insurance requirements if required.*

## 5. Special Conditions

This Agreement will provision the following special conditions, specific to Councils requirement. Acceptance by the Contractor is acknowledgement of the following conditions:

- a) The artist is available to attend one or both Community Engagement Workshops to at Kalkallo North Community Centre between **January 2024 (dates tbc)**
- b) The artist is available to present a Design Concept to the project Working Group on **Tues 30-Wed 31 Jan 2024 (time to be tbc)**

## 6. Contract contact:

Your Council representative for this Agreement is Anna Clabburn, Community Development Arts & Culture and can be contacted on 0477 443 833 or by email at [annac@hume.vic.gov.au](mailto:annac@hume.vic.gov.au).

## 7. Agreement

It is agreed that this Minor Services Agreement and all documents listed below together comprise and evidence the Contract between the parties:

- Contractor Requirement
- Acceptance Letter/Email
- Contractor WHS Induction

The Councils Representative:

.....  
Signature

.....  
Name and Position

.....  
Date

The Contractors Representative:

.....  
Signature

.....  
Name and Position

.....  
Date

# Hume City Council

## Minor Services Agreement Terms and Conditions

### Definitions

The following terms will, if not inconsistent with the context, have the meanings indicated:

**"Business Day"** means Monday to Friday, excluding public holidays in Victoria.

**"Intellectual Property"** means any and all technology and information existing at the date of this Agreement which relates to the Services including but not limited to:

(a) any confidential information, copyright, patent and trademarks, and includes any right to apply for registration of these intellectual property rights; and

(b) any processes, formulae, designs, reports, drawings, specifications, software, blue-prints, patent applications, know-how and research data.

**"Agreement"** means the Agreement preceding and including these Terms.

**"Services"** means the services described in this Agreement.

**"Supplier"** means the party described as such in this Agreement.

### Status of Supplier

In this Agreement, unless inconsistent with the context, a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa.

### Completion

The Supplier must complete the Services on or before the Delivery Date in accordance with this Agreement.

### Warranties

In addition to other warranties in this Agreement and implied by law, it is a condition of the Council's purchase that the Services will be supplied with all due care and will comply with the requirements of the Council.

### Status of Services

Upon request by the Council, the Supplier will provide the Council with a written report giving details of the status of the Services, including tasks completed, tasks yet to be completed and estimated completion date.

### Confidentiality

The Supplier will not disclose, and will ensure that its employees, agents and Contractors do not disclose, any information relating to the Council or its affairs which may come to its or their knowledge during the term covered by this Agreement.

### Intellectual Property

#### a) Warrant by Supplier

The Supplier warrants that it is entitled to use any Intellectual Property which may be used by it in connection with the supply of the Services.

#### b) Material Created

The ownership of all Intellectual Property created as a result of the supply of the Services will vest in the Council. The Supplier assigns ownership of all such Intellectual Property rights to the Council and will ensure that its employees, sub-Contractors and agents execute all documents necessary to assign to the Council all such rights.

#### c) Indemnity

The Supplier indemnifies and will at all times keep the Council indemnified against any action, claim, suit or demand, including an action, claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the supply of the Services.

### Rejection of Services

The Council may reject any of the Services which do not comply in all respects with this Agreement. The Council is not required to make payment for any rejected Services.

### Payment

If the Supplier complies with its obligations under this Agreement, the Council must pay the Purchase Price to the Supplier by the method specified in this Agreement.

### Goods and Services Tax ("GST")

The Purchase Price is inclusive of GST. Where the Council is required to pay the Supplier any amount under this Agreement on account of GST, the amount representing GST will only be payable by the Council to the Supplier where the Supplier supplies to the Council a tax invoice for GST purposes, in a form approved by the Council.

**Default by Supplier**

If the Supplier defaults in the performance or observance of any obligation it has under this Agreement, the Council may give notice to the Supplier specifying the default and requiring that such default be remedied within 14 days. If, within 14 days after receipt of the notice, the Supplier fails to remedy the default, to the satisfaction of the Council, the Council (without prejudice to any other rights that it may have under this Agreement or at common law against the Supplier) may:

suspend payment under this Agreement; or  
terminate this Agreement and any other Agreement between the parties.

**Sub-Contracting and Assignment**

The Supplier must not, except with the written consent of the Council, sub-contract or assign the whole or any portion of its rights and obligations under this Agreement, and no sub-Contractors or assignees will have any rights under this Agreement against the Council or be entitled to receive any payments under this Agreement from the Council. Where the Council gives it consent to the Supplier in accordance with this Term, the Supplier remains fully responsible for performance under this Agreement.

**Statutory Requirements**

The Supplier must obey and must ensure that its employees, sub-Contractors and agents obey any Acts, regulations and local laws in any way applicable to the performance of this Agreement, including, without limitation, any occupational health and safety legislation.

**GENERAL****Amendment**

This Agreement may only be varied or replaced by a document duly executed by the parties.

**Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to affect perfect or complete the transactions contemplated by this Agreement.

**Legal Costs and Expenses**

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Agreement and other documents referred to in it, unless expressly stated otherwise.

**Time of the Essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

**No Relationship**

No party to this Agreement has the power to obligate or bind any other party. Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in this Agreement will be deemed to authorize or empower any of the parties to act as agent for or with any other party.

**Currency**

In this Agreement, a reference to "\$" or "dollars" is a reference to Australian dollars.

**Business Day**

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

**Number and Gender**

In this Agreement, a reference to:

- a) the singular includes the plural and vice versa; and
- b) a gender includes the other genders.

**Whole Understanding**

This Agreement constitutes the whole understanding between the parties and embodies all terms on which the Services are to be supplied by the Supplier. If the Supplier's acceptance or supply of this Agreement contains any terms in conflict with this Agreement, this Agreement will have precedence unless otherwise agreed by the Council in writing.

**Governing Law**

The law of the State of Victoria governs this Agreement and any legal proceedings under this Agreement.

## **Joint and Several Obligations**

If the Supplier consists of two or more parties, this Agreement binds each of them severally and jointly.

## **Method of Giving Notices**

A notice required or permitted to be given by one party to another under this Agreement must be in writing, addressed to the other party and:  
delivered to that party's address; or  
transmitted by facsimile to that party's facsimile number.

## **Receipt of Notices**

A notice given to a party must be treated as having been duly given and received:

- a) if delivered to a party's address, on the day of delivery;
- b) if transmitted by email to a party's elected email address; or
- c) if facsimile party's number and a correct and complete transmission report is received, on the day of transmission.

## **Insurance:**

### **a) Public Liability Insurance**

*Obligation to Insure*

The Supplier shall, at all times during the Agreement Term, be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") in respect of the activities specified in the Agreement in the name of the Supplier providing coverage for an amount at least that stated in the Agreement.

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Supplier.

### **b) Professional Indemnity Insurance (if required) *NB: NOT REQUIRED FOR THIS CONTRACT***

*Obligation to Insure*

*The Supplier shall, at all times during the Agreement Term, be the holder of a current Professional Indemnity Policy of Insurance ("The Professional Indemnity Policy") in respect of the activities specified in the Agreement in the name of the Supplier providing coverage for an amount at least that stated in the Agreement. The Professional Indemnity Policy shall be effected with an insurer approved by the Council.*

*The Professional Indemnity Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council.*

### **c) Council Indemnified**

*Indemnity*

The Supplier agrees to indemnify and to keep indemnified the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages, whatsoever which may be brought or made or claimed against them, or any of them, arising from the Suppliers performance or purported performance of its obligations under this Contract and be directly related to the negligent acts, errors or omission of the Supplier.

The Suppliers liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, contributed to the loss or liability.

### **d) Hold Harmless**

The Supplier agrees to hold harmless the Council, its servants and agents, and each of them from all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the Supplier against the Council, except to the extent that the Council is negligent.

## **Charter of Human Rights**

The Supplier must, in performing the Services, comply with the requirements of section 38(1) of the *Charter of Human Rights and Responsibilities Act 2006*.

## **Terms of Payment**

The supplier shall be paid in full 30 days from the end of month. The tax invoice must set out the GST-exclusive price of each category of supply, the GST payable on each strategy of taxable supply and the total GST-inclusive price of all supplies made under this purchase order. [Note: italicised terms have same meaning given to them in the A New Tax System (Goods and Services Tax) Act 1999. This clause shall apply to all goods and services to be received or paid by Hume City Council after 1/7/2000.

**Information Privacy**

The Contractor must, in respect of Personal Information held in connection with this Contract:

- Comply with the Information Privacy Principles with respect to any act done, or practice engaged in, by the Contractor, its employees and agents including, without limitation, using Personal Information only for the purposes of fulfilling the Contractor's obligations under this Contract and not disclosing Personal Information without the Supervisor's written authority except for the purpose of fulfilling the Contractor's obligations under this Contract. The terms ' Personal Information' and 'Information Privacy Principle' are defined in the *Privacy and Data Protection Act 2014*
- immediately notify the Supervisor where it becomes aware of a breach of sub-clause 25.1.1 by the Contractor, its employees or agents; and
- indemnify and keep indemnified and hold harmless the Council and its Councilors and all members of Council staff against any liability incurred or loss or damage suffered by the Council or its Councilors or members of staff arising out of or in connection with a breach of sub-clause 25.1.1 by the Contractor, its employees or agents.

If, during the Contract Term, the Council gives notice to the Contractor that it proposes to audit, either directly or through its auditors, the Contractor's information handling practices, the Contractor must provide all reasonable assistance to the party conducting such an audit