



Croydon Shire Council

# Request for Quote (RFQ)

Project: Croydon Precinct Growth Plan (Master Plan)

**Workstream: Sport and Recreation**

RFQ Reference: CSC\_rPPP\_SportandRecreation

Date of Issue: Monday 13 January 2025

Closing Date: 4pm Friday 24 January 2025

# Request for Quote

## 1. RFQ Information

Principal:	Croydon Shire Council (“the Council”)	
Project Name:	Croydon Precinct Growth Plan (Master Plan)	
Scope:	For suitably qualified and experienced suppliers of nominated Workstream Services to contribute to development of a 10-15 year Croydon Precinct Growth Plan (Master Plan).	
Workstream	<b>Sport and Recreation</b>	
Site:	Croydon Shire Council Local Government Area	
Proposed timetable:	<b>Action</b>	<b>Proposed Date</b>
	Issue of RFQ Documents	Monday 13 January 2025
	RFQ Close Date	4pm Friday 24 January 2025
	RFQ Assessment Completed and Award	Friday 31 January 2025
Communication method:	<input checked="" type="checkbox"/> Online RFQ forum: Vendor Panel / Local Buy <input checked="" type="checkbox"/> Email to Project Manager- <a href="mailto:Rob@culturev8.com.au">Rob@culturev8.com.au</a>	
Evaluation criteria:	<b>Criteria</b>	<b>Weighting (%)</b>
	Price	40%
	Technical Capability / Experience	30%
	Approach / Timing	30%
RFQ format:	<p>Complete copy of the Supplier’s RFQ in a single paginated PDF document, comprising:</p> <ul style="list-style-type: none"> <li>Cover letter addressing each <b>Evaluation Criteria</b> and providing a clear methodology for the Price Schedule provided in Schedule 2.</li> <li>Respondent’s Information Sheet provided at <b>Schedule 1</b>;</li> <li>Price Schedule in the format provided at <b>Schedule 2</b>;</li> <li>Workstream Schedule/ Program aligned with <b>Appendix 1</b> Project Schedule;</li> <li>CV for all key personnel to be working on the project;</li> <li>Signed Supplier Declaration at <b>Schedule 3</b>; and</li> <li>Statement of Experience and Capability provided at <b>Schedule 4</b>.</li> </ul> <p>File names must include the contract number and a brief description of the document</p>	
RFQ validity period:	90 calendar days from the RFQ Closing Time	
Procurement administrator:	Rob Dwyer, Project Manager – <a href="mailto:Rob@culturev8.com.au">Rob@culturev8.com.au</a>	
Principal complaints Manager:	Name: Stephen Frost – Email: <a href="mailto:sfrost@croydon.qld.gov.au">sfrost@croydon.qld.gov.au</a>	

### **Instructions for completing this RFQ**

- Suppliers should ensure they read all parts of this RFQ fully to ascertain the services to be performed and the terms on which the services are to be performed.
- Suppliers must respond to all sections of the RFQ and must sign and date the form where indicated.
- Suppliers may provide supplementary material to support their offer. All supplementary material must be cross referenced to the relevant section of this RFQ.
- The Council will confirm in writing to suppliers, to advise if their quotation has been accepted or unsuccessful.
- Notification by letter to the successful Supplier will create a contract between the parties. The contract will consist of the Suppliers Quotation (Response Form) and this document.
- Responses are to be submitted via email or Vendor Panel / Local Buy (as applicable). Council reserves the right to not consider submissions sent to any other email address.

## 2. Scope

Croydon is a small town in remote northwestern Queensland set to experience economic and population growth driven in part by an expanding critical minerals mining sector. The Council has received Federal Government funding to develop a 10 – 15 year shovel-ready **Croydon Precinct Growth Plan (“the Master Plan”)**.

The Project boundary is further described in **Appendix 3**.

Key deliverables for the Master Plan, over a 13 month project duration commencing January 2025 and concluding February 2026, are to:

1. Assess existing town planning scheme – conduct a thorough examination of the current town planning scheme, identifying its strengths and weaknesses to pinpoint areas for improvement;
2. Integrate the Recipient’s local planning scheme with the broader regional planning framework to ensure local initiatives are in harmony with those goals and strategies;
3. Develop a comprehensive precinct master plan, including prioritising community engagement and co-design principles;
4. Develop a strategic development staging plan, detailing the sequence and timeline for various project phases;
5. Examine regulatory approvals and amendments, including liaising with relevant authorities and making necessary amendments to town planning advice as needed;
6. Examine land tenure including a review of state land allocations for compliance with regulations and requirements, and an evaluation of Native Title considerations;
7. Engage engineering expertise to oversee the provision of essential urban services and to assist in optimising land resource utilisation;
8. Complete cultural heritage and environmental impact assessments and develop a comprehensive cultural heritage report to preserve heritage assets and integrate cultural considerations into planning, and develop sustainability strategies;
9. Prepare a heritage report and integrate it into the precinct master plan to ensure heritage preservation;
10. Complete a comprehensive assessment of recreational opportunities, focusing on community engagement and well-being; and
11. Conduct business case studies, economic impact analyses, and feasibility studies to assess the viability and benefits of the project.

These deliverables are to be shared amongst multidisciplinary Workstreams, each coordinated by a central Project Manager and Project Governance Committee to the common output of delivering a comprehensive and integrated Master Plan by 1 February 2026 to guide investment across the next 10–15 years.

**This RFQ covers a single Workstream as nominated in Part 1 (RFQ Information). For your situation awareness, ALL project Workstreams include:**

- (a) Project Management**
- (b) Legal Services**
- (c) Community and Stakeholder Engagement**
- (d) Business and Investment**
- (e) Town Planning**
- (f) National Heritage**
- (g) Sport and Recreation**
- (h) Environmental**

**(i) Infrastructure and Engineering**

Your output for this engagement will be **deliverable 10 (comprehensive assessment of recreational opportunities) only**, namely the creation of a well-rounded and accessible recreational plan by conducting a comprehensive assessment of recreational opportunities within the project area, with a focus on maximising community engagement and well-being. The assessment will explore various recreational options, including but not limited to:

- a. **Utilisation of Lake Belmore; evaluating the potential for recreational activities on Lake Belmore, such as boating, fishing, swimming, and lakeside picnicking;**
- b. **Development of mountain bike trails; investigating the feasibility and design of mountain bike trails that enhance outdoor recreational options, catering to both locals and tourists; and**
- c. **Utilisation of existing township facilities; identifying and leveraging existing recreational facilities within the township, optimising their use for the benefit of the community.**

The successful supplier will be required to apply its professional qualifications and experience to assessing the feasibility of Master Plan initiatives arising out of Council strategic plans, Project community and stakeholder engagement and other sources. Based on community engagement recommending future infrastructure investment/ town expansion and other relevant resources (ie. demographics etc), we anticipate your workstream role will be to develop a specification and undertake assessment of applicable infrastructure investment, legal considerations and processes, risk assessment and/or overall project costing, staging and feasibility assessment etc.

Subject to industry best practice for the workstream selected, the supplier will develop tailored written advice, mapping, budgets/costings and other materials which will together with other applicable Workstream outputs, establish feasibility or non-feasibility of Master Plan projects for Council's final review and consideration for inclusion (or not) in the final draft. The Master Plan must include sufficient specification to attract funding and investment for select infrastructure projects under the Master Plan across the next 10-15 years.

The supplier will report directly to the Project Manager on the Project.

Where a supplier is able to provide the Workstream Services under a Local Buy Prequalified Supplier Arrangement, it should expressly nominate that arrangement in its RFQ Response at **Schedule 2**. Default Conditions of Contract under that arrangement shall then apply. In absence of applicability of a Local Buy Prequalified Supplier Arrangement(s), the attached Council General Conditions of Contract shall apply to the Supply.

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**Schedule 1 – Respondent's Information**

<b>Business Name:</b>	
<b>ACN:</b>	
<b>ABN:</b>	
<b>Type of business (partnership, public company, private company, etc):</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Facsimile:</b>	
<b>Date incorporated:</b>	
<b>Names of Directors or Partners:</b>	
<b>Authorised signatory:</b>	
<b>Name / Position:</b>	
<b>Accountant:</b>	
<b>Name:</b>	
<b>Contact Phone No:</b>	
<b>Bank Details:</b>	

Please attach additional information if space is insufficient space.

## Schedule 2 – Price Schedule

Suppliers are to provide a lump sum price (GST Excl) for both professional services **and** anticipated outlays and disbursements (eg. travel, accommodation, other).

Fee Description	Price (GST Excl)
<b>Professional Fees</b>	
<b>Outlays and Disbursements</b>	
<b>TOTAL</b>	

Invoice terms shall be monthly invoicing in arrears with 30 days NET payment terms. All claimed works to be assessed as complete and endorsed by Project Manager (as Principal's Superintendent) prior to payment of invoices.

### Is this price offered strictly in accordance with an EXISTING Local Buy Prequalified Supplier Arrangement? (tick applicable)

**YES**

**Local Buy Prequalified Supplier Arrangement ID(s):**

Arrangement Default Conditions of Contract shall apply

**NO**

Schedule 2 General Conditions of Contract shall apply

If this pricing is offered pursuant to a Local Buy Prequalified Supplier Arrangement, please provide the Local Buy-approved pricing schedule for comparison along with the applicable Default Conditions of Contract applicable to the Arrangement.

**OR**

### Is this price offered strictly in accordance with an EXISTING Croydon Shire Council Prequalified/ Preferred/ Sole Supplier Arrangement? (tick applicable)

**YES**

**Arrangement ID(s):**

Arrangement General Conditions of Contract shall apply

**NO**

Schedule 2 General Conditions of Contract shall apply

If this pricing is offered pursuant to a Croydon Shire Council Prequalified/Preferred/Sole Supplier Arrangement, please provide the approved pricing schedule for comparison along with the applicable General Conditions of Contract applicable to the Arrangement.

### Schedule 3 – Supplier Declaration

In submitting an RFQ response, the Supplier warrants that to the best of its knowledge and belief and subject to any disclosures detailed below:

- a. no family, business or pecuniary relationships exist between the parties to this RFT process that would adversely impact on this Invitation or any Contract arising as a result of this RFT process;
- b. neither the Supplier nor its officers or employees have:
  - i. engaged in any unethical behaviour or sought and/or obtained an unfair advantage, or
  - ii. received or will receive any pecuniary or in-kind advantage from another Supplier, in relation to this RFQ process
- c. no officer, employee, contractor, or family member associated with the Supplier is or has been engaged by the Croydon Shire Council in a position or role that in any way relates back to this Offer
- d. no officer, employee, contractor, or family member associated with by Croydon Shire Council has been offered any benefit or inducement associated with this Offer, including any offer relating to employment, and
- e. other than specified below, neither the Supplier nor any of its officers or employees have or are likely to have any Conflict of Interest.

The Supplier warrants that it holds all insurance noted in clause 14 of the General Conditions of Contract and will provide valid certificates of currency if engaged, and keep all insurances current during the term of such engagement.

The Supplier further undertakes to notify the Croydon Shire Council via the Project Manager in writing immediately if any warranty becomes incorrect.

Is the Supplier, its officers, employees or proposed Subcontractors:

- |  |     |    |
|--|-----|----|
| a. a current or former employee of Council                   | Yes | No |
| b. an immediate relative of a Council employee or Councillor | Yes | No |

Will any actual or potential conflict of interest in the performance of the Supplier's obligations under the arrangement exist if awarded this Contract, or are any such conflicts of interest likely to arise during the Contract term?	Yes	No
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If Yes, please provide details on a separate page stating the way in which any conflict will be dealt with. This information is disclosed for the purposes of this Schedule. Suppliers must supply details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their Offer.

The statement should have the heading, DETAILS OF CONFLICT OF INTEREST: and be initialed and dated;



**Schedule 4 – Statement of Experience and Capability**

Details of previous work experience and capabilities to perform the requirements of the Contract (you are encouraged to include specific projects or works undertaken for Council however please do not include current Council employees as referees).

To assess the Supplier's technical capacity to deliver the scope of work, please provide details of similar work undertaken in the last 5 years in the tables below.

<b>Project Name</b>	<b>Consulting Services Performed</b>	<b>Contract Amount (\$AUD)</b>	<b>Client Name and Contact Details for reference checks</b>

Please attach additional information if space is insufficient.

## Appendix 1: PROJECT SCHEDULE

#	Task	Wks	Month 1			Month 2			Month 3			Month 4			Month 5			Month 6			Month 7			Month 8			Month 9			Month 10			Month 11			Month 12			Month 13							
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13
1	Project Establishment and Project Team induction	4 wks	█	█	█	█	█	█	█	█	█	█	█	█																																
2	Identification of major issues and focus of investigations	8 wks					█	█	█	█	█	█	█	█																																
3	First Round Consultation with guidance provided by Phase 2	4 wks													█	█	█	█																												
4	Draft Master Plan Preparation	24 wks																	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█												
5	Second Round Consultation based on Draft Master Plan	6 wks																													█	█	█	█	█	█	█	█								
6	Finalise Master Plan for Council Adoption	6 wks																																					█	█	█	█				

**Table 1 – Project Phases (Jan 2025 – Feb 2026)**

## **Appendix 2: GENERAL CONDITIONS OF CONTRACT**

# General Conditions of Contract

## 1. General

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- a) The entire agreement between the parties is comprised of the Council's Conditions of Tenders and Tender/RFQ suite, Supplier's Response to Tender/RFQ, Council's Purchase Order, these General Conditions of Contract, and any other documents expressly referred to in the Purchase Order (**Agreement**). If there are inconsistencies or ambiguities between documents comprising the Agreement, Council will direct the Supplier as to the interpretation and the Supplier must comply with the direction and will not be entitled to Claim as a result of the direction. For the avoidance of doubt, if the Supplier has been engaged by Council under a standing offer arrangement (eg. Local Buy Prequalified Supplier Arrangement etc) or a panel agreement (as applicable), the terms of that standing offer arrangement or panel agreement will apply to the extent of any inconsistency.
- b) The Supplier is deemed to have accepted the terms of this Agreement (and the Agreement shall be binding) when both of the following have occurred:
- the Supplier has received Council's written or verbal confirmation to perform the Supply; and
  - the Supplier has received a Purchase Order from Council, and
  - the Supplier irrevocably accepts that only the documents set out in clause 1(a) shall form part of the Agreement (unless there are any Variations making alterations to those documents).
- c) The parties agree that the terms and conditions of the Agreement supersedes any previous negotiations and apply notwithstanding and to the exclusion of any subsequent terms and conditions issued by the Supplier (including without limitation on any order confirmation or similar document).

## 2. Warranties

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- a) The Supplier represents and warrants to Council that it has:
- carefully examined and acquired actual knowledge of the contents of information made available by Council;
  - made investigations and assessments of the work, risks, contingencies, and circumstances involved in performing the Supply and it has reviewed all information Council has made available and is otherwise obtainable by reasonable enquiries, in relation to the Supply;
  - satisfied itself that the Price covers the cost of complying with all obligations under the Agreement; and
  - the necessary authority and power to enter into the Agreement and to perform the obligations under it.
- b) The Supplier warrants to Council that the Supply will:
- match the description of the Supply ordered by Council and comply with any scoping documentation or specifications supplied by Council;
  - comply with any applicable laws, regulations, licences, permits, approvals, and Australian Standards; and
  - be fit for the purpose(s) described in the Agreement or which Council has otherwise made known to the Supplier, or in the absence of such expressed purpose, be fit for the purposes for which goods or services of the same kind as the Goods or Services are commonly procured.
- c) Any review, comment, approval, or non-approval by Council of the Supply, including without limitation any documents provided by the Supplier, does not relieve the Supplier of its obligations or liabilities under the Agreement.

## 3. Goods

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- a) The Supplier warrants that any Goods supplied will:
- correspond with any sample the Supplier provided to, or showed to, Council prior to or after a Purchase Order is issued by Council;
  - unless agreed otherwise, be new, of merchantable quality and free from defects in materials and workmanship; and
  - be free from liens, charges, and encumbrances of any kind and that the Supplier is able to pass good title to the Goods.
- b) Delivery of the Goods will have occurred only when the Supplier has:
- delivered the Goods to the Site in accordance with the Agreement and (unless otherwise agreed) unloaded the Goods at the part of the Site designated by Council;
  - received a delivery receipt or other written acknowledgment email from Council's Personnel for the Goods delivered; and
  - provided all installation instructions, maintenance and operating manuals, engineering data, spare parts lists, and other information as reasonably required for the installation, operation, and maintenance of the Goods, as applicable.
- c) The Supplier must properly pack and protect any Goods to ensure they are not damaged during delivery, unloading and storage.
- d) Risk in the Goods only passes to Council upon delivery of the Goods in accordance with clause 3(b) subject to risk passing back to the Supplier for any period when the Goods are made available by Council for the purposes of clauses 5(b)(iii) and 5(b)(v).

- e) Unencumbered title to the Goods passes to Council on payment or delivery (whichever occurs first).
- f) Neither the Sale of Goods Act 1986 (Qld) (or similar legislation in any other jurisdictions) nor any international conventions or recognised customs in relation to similar rules that may otherwise apply in respect to the international sale of goods, have any application to any matter in connection with the Agreement.

#### 4. Service

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The Supplier warrants that any Services provided will be performed:

- a) with skill, due care, and diligence and by appropriately qualified, licenced, skilled and trained Personnel;
- b) in an efficient, professional, and cost-effective manner; and
- c) using materials and equipment which (unless expressly stated otherwise) comply with the requirements of this Agreement and are new, of merchantable quality and fit for the purpose for which they are used.

#### 5. Defects

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- a) The Supplier must, at its cost, rectify any Defect while carrying out the Supply and during any applicable Defects Liability Period.
- b) Without limiting clause 5(a), Council may direct the Supplier to, at the Supplier's cost and risk, do any one or more of the following as determined by Council in its absolute discretion:
  - i. take such steps as are necessary to ensure that the Goods or Services comply with the Agreement;
  - ii. refund to Council any payments made by Council in respect of the Defective Goods or Defective Services;
  - iii. re-take possession of any Defective Goods and refund the Price for the Defective Goods to Council;
  - iv. collect and deliver replacements of any Defective Goods, or repair any Defective Goods; or
  - v. re-perform any Defective Services.
- c) If any Defect is not rectified within 5 Business Days of a direction by Council, Council may itself or by others, rectify the Defect and the cost of remedying the Defect will become a debt due and payable to Council from the Supplier.
- d) Any repaired or replaced Goods provided by the Supplier or any re-performed Services are subject to the same warranties as the original Goods or Services, from the date of repair, replacement or re-performance and the Defects Liability Period will recommence from such date.
- e) Any loss or damage that Council has incurred as a result of any Defect will be a debt due and payable to Council.

#### 6. Completion

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- a) The Supplier must:
  - i. deliver the Goods by the Completion Date; and/or
  - ii. complete the Services by the Completion Date and carry out the Supply expeditiously and without delay.
- b) If the Supplier believes that anything may delay the progress of the Supply, the Supplier must notify Council with details of the estimated extent of the delay and the cause.
- c) Subject to clauses 6(d) and 6(e), the Supplier will only be entitled to an extension of time to the Completion Date where:
  - i. the Supply is delayed by an act, default or omission of Council or its Personnel in Council's capacity as a party to the Agreement which prevents the Supplier completing the Supply by the Completion Date (**Qualifying Cause**);
  - ii. the Supply is not concurrently delayed (in whole or to the extent of any part) by a cause other than a Qualifying Cause; and
  - iii. within 5 Business Days after commencement of the Qualifying Cause, the Supplier gives notice to Council setting out the Qualifying Cause, the delayed activities, and the extension of time to the Completion Date claimed.
- d) Provided the requirements of clause 6(c) are satisfied, Council will determine the period of delay caused by the Qualifying Cause and extend the Completion Date by that period. If the Supplier does not make a Claim for an extension of time within the time or in the form specified in clause 6(c), the Supplier is not entitled to an extension of time for any delay and shall have no Claim.
- e) Council may (at any time in its sole and unfettered discretion (without obligation)) for any reason it thinks fit, extend the Completion Date. This right is solely for Council's benefit and may be exercised in its absolute discretion including if the Supplier has not requested an extension of time.

#### 7. Site matters

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- a) Entry to the Site by the Supplier and its Personnel is at their own risk. To the extent permitted by law, Council will not be responsible for any loss of or damage to property or for any personal injury or death to persons while on the Site.
- b) When accessing the Site, the Supplier must comply with all policies and procedures relating to the Site.

- c) If the Supply constitutes 'building work' for the purposes of the Queensland Building and Construction Commission Act 1991 (Qld) (**QBCC Act**), the Supplier must supervise and manage the performance of the Supply (including any building work performed by subcontractors) personally or by a competent representative and must otherwise comply with the requirements in sections 43 and 43A of the QBCC Act.
- d) Council may direct the Supplier to have removed from the Site or any activity in respect to the Supply, any of the Supplier's Personnel engaged in the Supply who, in Council's opinion, is incompetent, guilty of misconduct or for any other reason notified to the Supplier.
- e) The Supplier must coordinate the Supply on the Site with activities of Council, Council's Personnel and any other contractors or consultants and has no entitlement to any Claim for doing so or for any impact or interference caused to the Supplier.
- f) The Supplier must avoid disruptions or inconvenience to the usual and safe operations of the Site and the users of the Site, except to the extent expressly permitted by the Agreement.
- g) The Supplier must take all necessary steps to prevent damage to property on or near the Site, avoid unnecessary interference with the passage of people and vehicles on or near the Site and prevent nuisance, unreasonable noise, and disturbance on or near the Site. If any damage is caused by the Supplier or its Personnel, the Supplier must, at its own cost, remedy the damage to Council's satisfaction.

## 8. Work Health and Safety

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- a) Without limiting any other clause, the Supplier must:
  - i. carry out the Supply in a safe manner;
  - ii. comply with, and do all things necessary to enable Council to comply with, all laws relating to workplace health and safety (WHS);
  - iii. comply with lawful directions issued by persons with control of the Site pursuant to any laws relating to WHS;
  - iv. have documented safe work practices and procedures for the Supply;
  - v. provide its Personnel with personal protective equipment, inductions, information, instruction, training and supervision to ensure their health and safety;
  - vi. provide, when requested by Council, evidence of its compliance with any laws relating to WHS; and
  - vii. immediately notify Council of accidents involving its Personnel.
- b) If urgent action is necessary to protect the Supply, property or people, and the Supplier fails to take the action, Council may take such action and the costs incurred in performing those actions will be a debt due and payable to Council from the Supplier.

## 9. Statutory declaration

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The Supplier agrees that:

- a) any time, Council may request the Supplier to provide a signed statutory declaration (in a form and containing such detail as reasonably required by Council) from a current director of the Supplier confirming that the Supplier is solvent and not subject to any event set out in clause 15(b)(i); and
- b) the Supplier must provide Council with such completed and signed statutory declaration within 3 Business Days of such a request.

## 10. Variation

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- a) Council may direct the Supplier at any time to vary, amend, increase, decrease, omit, change the timing of (including to accelerate), or change the quality, character, or extent of the Supply (Variation). No Variation will invalidate the Agreement and the Supplier must comply with the Variation.
- b) Council will determine the Price of each Variation by applying:
  - i. rate or prices agreed between the parties;
  - ii. rates or prices (if applicable) in the Agreement; or
  - iii. reasonable rates or prices.
- c) Council will not be in breach of the Agreement if it reduces the quantity or scope of the Supply and engages a third party for that Supply or undertakes the Supply itself.
- d) Within 3 Business Days of any request for a Variation, the Supplier must obtain written confirmation from Council before complying with the Variation. Compliance with this clause 10(d) is a condition precedent to any Claim and Council shall have no liability for any Claim in connection with the requested Variation to the extent the Supplier has failed to comply with this clause 10(d) (including without limitation any costs incurred prior to having obtained the written confirmation of Council).

## 11. Invoicing and payment

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- a) Council will, subject to the terms of the Agreement, pay the Supplier an amount not exceeding the Price. The Price is:

- i. fixed and not subject to any adjustment whatsoever except to the extent expressly set out in the Agreement; and
  - ii. inclusive of all costs relating to the Supply, including labour, packaging, insurance, transport, delivery charges and taxes (other than GST).
- b) Council is not required to make payment for a Supply unless supplied by the Supplier pursuant to a Purchase Order.
- c) The Supplier may only invoice Council after the Supply in accordance with clause 3(b) and/or the completion of the Services, unless otherwise agreed in writing.
- d) Invoices must include the Purchase Order number, a detailed description of the Supply performed, the Price payable and any other information reasonably required by Council.
- e) Subject to clauses 11(f) and 11(g), Council will pay the amount of the invoices issued by the Supplier under clause 11(c) within 30 days from the end of month in which the invoice is received, except where Council disputes the invoice, in which case:
  - i. Council will pay any undisputed part of the invoice; and
  - ii. if the resolution of the dispute determines that Council is to pay an amount to the Supplier, Council will pay that amount upon resolution of that dispute.
- f) Council will respond to any 'payment claim' for the purposes of the SOPA (if applicable), within the maximum time permitted for issuing a 'payment schedule' under SOPA.
- g) Council may reduce any payment due to the Supplier under the Agreement by any amount due to or claimed by Council from the Supplier. This does not limit Council's right to recover those amounts in other ways.
- h) The Supplier must ensure all Claims for payment arising out of or in connection with the Agreement are issued to Council within 3 months after the date upon which the Supply is completed (**3 Month Period**). Compliance with this clause 11(h) is a condition precedent to any Claim, and Council shall have, no liability for any Claim to the extent it is made after the 3 Month Period.

## 12. GST

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- a) Unless otherwise defined in this Agreement, capitalised terms in this clause have the meanings given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- b) Unless stated otherwise, the consideration for a Supply made under or in connection with the Agreement does not include GST. If a Supply made under or in connection with the Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under the Agreement for that Supply and the Supplier must give the Recipient a Tax Invoice for the Supply.
- c) If either party has a right under the Agreement to be reimbursed or indemnified by another party for a cost incurred in connection with the Agreement, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified.

## 13. Indemnity

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The Supplier indemnifies Council from any Claims, actions, proceedings, costs, expenses, losses, and damages (including legal fees on an indemnity basis) incurred in connection with:

- a) any loss of or damage to real or personal property caused by the Supplier or its Personnel;
- b) personal injury or death caused by the Supplier or its Personnel;
- c) a breach of any third party Intellectual Property Rights by the Supplier or its Personnel;
- d) a breach of any laws in connection with the Agreement by the Supplier or its Personnel; and
- e) a breach of the Agreement by the Supplier or its Personnel.

## 14. Insurance

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- a) The Supplier must effect and maintain at its own cost:
  - i. public liability insurance for an amount no less than \$20 million (except where a lesser amount is agreed with Council);
  - ii. workers' compensation insurance as required by law;
  - iii. third party comprehensive motor vehicle insurance;
  - iv. transit insurance (where supplying Goods);
  - v. insurance of the Goods forming part of the Supply (for their full value) until delivery of the Goods in accordance with clause 3(b); and
  - vi. if the Services ordered by Council include elements of professional services such as design work, hydrology assessments, environmental assessments, engineering services, legal services and other similar categories, the Supplier must obtain professional

indemnity insurance with a limit of liability of not less than \$10 million (except where a lesser amount is agreed with Council) covering the extent of the Services that is to be maintained until seven years after the Completion Date.

- b) The Supplier must provide Council with evidence of such insurances whenever requested by Council.

## 15. Termination

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- a) Council may terminate the Agreement for any reason in Council's absolute discretion on 7 days' written notice to the Supplier.
- b) Council may terminate the Agreement immediately or take out of the hands of the Supplier the whole or any part of the Services remaining to be completed if:
- i. the Supplier becomes insolvent, commits an act of bankruptcy, enters into administration, appoints a liquidator, receiver, manager or controller, makes a statement or conducts itself in a manner from which it may reasonably be deduced that it is insolvent or is seeking to take advantage of the safe harbour against insolvent trading available under Division 3, Part 5.7B of the Corporations Act 2001 (Cth), stops or suspends (or threatens to stop or suspend) payment of all or a class of its debts, or anything analogous to these events;
  - ii. the Supplier commits a default or breach of the Agreement that Council considers, in its sole and unfettered discretion:
    - A. has placed a person at an unacceptable risk of harm;
    - B. property is at risk of damage;
    - C. constitutes a major non-compliance with its safety or environmental management systems;
    - D. has placed Council at an unacceptable risk of reputational damage;
  - III. the Supplier commits a default or breach of the Agreement and fails to remedy the default or breach within 5 Business Days of being directed in writing to do so by Council; or
  - IV. the Supplier commits a breach incapable of being remedied.
- c) If Council exercises its rights under clause 15(a), the Supplier will only be entitled to its reasonable direct costs incurred up to the date of termination (capped at the Price) provided that Council receives unencumbered title to any Goods that are paid for in accordance with this clause 15(c). The Supplier will not be entitled to any loss of profit or other compensation.
- d) If Council exercises its rights under clause 15(b), the Supplier will not be entitled to any Claim.
- e) If Council terminates, or purports to terminate, the Agreement under clause 15(b) and it is subsequently held to be invalid, void or otherwise unenforceable, then Council will be deemed to have terminated for convenience under clause 15(a) as at the same date and time as the original notice of termination. The Supplier's sole entitlement will be a payment (if any) under clause 15(c) and the Supplier waives any Claim it has, or would have had, but for this clause, arising out of or in connection with any termination, or purported termination, by Council under the Agreement or otherwise at law being subsequently held to be invalid, void or otherwise unenforceable.

## 16. Suspension

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- a) Council may at any time and for any reason direct the Supplier in writing to suspend the performance of all or any part of the Supply and the Supplier must immediately comply. The Supplier's only Claim arising out of a suspension under this clause will be for an extension of time under clause 6, except that the Supplier will have no entitlement to Claim if the suspension was caused or contributed to by the Supplier or its Personnel.
- b) Council may at any time direct the Supplier to resume the performance of the Supply and the Supplier must promptly comply with such a direction at its cost.

## 17. Informality and intellectual property

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- a) The Supplier must not disclose to any person, or use for any purpose other than carrying out the Supply, the contents of the Agreement and any other document or information obtained by the Supplier in the course of or in connection with carrying out the Supply (Confidential Information):
- i. without the prior written consent of Council; or
  - ii. unless required by law.
- b) The Supplier must immediately notify Council if the Supplier becomes aware of any unauthorised disclosure or use of the Confidential Information and return any Confidential Information (including copies) on the written request of Council.
- c) The Supplier agrees, unless Council expressly agrees otherwise, any information (whether documented or otherwise) supplied or made available to the Supplier by or on behalf of Council:
- i. is provided only for the Supplier's convenience;
  - ii. has not been and will not be relied upon by the Supplier for any purpose (including entering into or performing its obligations under the Agreement); and



- iii. Council does not warrant, guarantee, or assume responsibility for such information (including its accuracy, completeness, or adequacy).
- d) Council will not be liable to the Supplier in contract, tort, equity, under statute or otherwise arising from or in connection with the supplied information (including its inaccuracy or adequacy), the provision of the supplied information or the non-provision of any other information by Council.
- e) The Supplier grants Council a transferable, irrevocable, royalty free licence, including the right to sub-licence, to use any material provided to Council in connection with the Agreement for use and enjoyment of the Supply, including (without limitation) any modification, repair or alteration of any Goods or Services.
- f) The Supplier warrants that the Supply will not infringe any Intellectual Property Rights in Australia or any other country.
- g) The Supplier warrants that it will not publish any details of this Agreement and/or the Project without the express written permission of the Council.

## 18. Personal Property Securities Act

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- a) If Council determines a 'security interest' as defined in the PPSA (Security Interest) arises under this Agreement, then the Supplier must do anything requested by Council (at the Supplier's cost) including executing documents, to ensure the Security Interest is registered, perfected and enforceable, including that through registration Council obtains the highest ranking priority possible for the Security Interest and the Supplier must assist Council to exercise any right in connection with a Security Interest.
- b) To the extent permitted by law:
  - i. the Supplier waives any right it may have under the PPSA to receive anything from Council, including a notification that the Security Interest has been registered; and
  - ii. until title passes to Council in accordance with this Agreement, the Supplier agrees it will not do anything to prejudice any Security Interest in favour of Council, including that it will not permit a third party to register any Security Interest or obtain an interest in the Supply nor allow or permit anything to be installed in or affixed to Goods which are part of the Supply.

## 19. Quality assurance

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- a) Without limiting its other obligations under the Agreement, the Supplier must carry out the Supply in accordance with a quality assurance system which establishes the qualities and performance of the Supply including quality manuals, plans, management structures and other critical issues.
- b) The Supplier must allow Council access to the Supplier's quality assurance system at all reasonable times for the purposes of quality monitoring and auditing.
- c) The Supplier's implementation of, or compliance with, a quality assurance system does not relieve the Supplier of its obligations under this Agreement.

## 20. Dispute

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- a) If a dispute between the parties arises from or in connection with the Agreement, neither party may commence court proceedings concerning the dispute unless it has complied with this clause or seeks urgent injunctive or declaratory relief.
- b) A party claiming a dispute must notify the other party of the dispute and specify the claim (**Dispute Notice**). A party served with a Dispute Notice may give a written response within 14 days of the receipt of the Dispute Notice (**Response**).
- c) Within 28 days of service of a Dispute Notice, or within 14 days of the receipt of a Response, whichever is the earlier, the parties must confer to attempt to resolve the dispute. Each party must be represented by a person having authority to agree to a resolution of the dispute. If the dispute is not resolved under this clause 20(c) within 30 days, either party may commence litigation.
- d) Each party must continue to perform its obligations under the Agreement despite the existence of a dispute.

## 21. No fetter

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- a) Despite anything in this Agreement to the contrary:
  - i. Council is not obliged to exercise any executive or statutory right or duty, or to influence, over-ride, interfere with or direct any other government agency in the proper exercise and performance of any of its executive or statutory rights or duties; and
  - ii. nothing in this Agreement has the effect of constraining Council or placing any fetter on Council's discretion to exercise or not to exercise any of its executive or statutory rights or duties.
- b) Subject to clause 21(c), the Supplier will not be entitled to make any Claim against Council relating to any exercise or failure of Council to exercise its executive or statutory rights or duties.

- c) Clauses 21(a)(i) and 21(b) do not limit any liability which Council would have had to the Supplier under this Agreement as a result of a breach by Council of this Agreement but for these clauses.

## 22. General

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- a) The Agreement may only be amended by written agreement between all parties.
- b) Reference to Council and the Supplier shall extend to their respective successors, administrators and permitted assigns.
- c) The parties' relationship is one of principal and independent contractor, not employer and employee, principal and agent or partnership.
- d) A right under the Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver. The failure of a party to require full or partial performance of a provision of the Agreement does not affect the right of that party to require performance subsequently.
- e) The law of the State of Queensland will apply. Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.
- f) A clause or part of a clause of the Agreement that is illegal or unenforceable may be severed and the remaining clauses or parts of the clause of the Agreement continue in force.
- g) The Supplier must at its own expense obtain all requisite permits, approvals and licences and comply with all laws and regulations in connection with the Agreement.
- h) The Supplier must keep Council fully informed in respect to the Supplier's performance of the Agreement.
- i) The Supplier must at its own cost supply all labour, tools, equipment, and materials necessary for the Supply.
- j) The Supplier must comply with all directions of Council.
- k) Where the Supplier comprises more than one entity, each will be jointly, severally, and vicariously liable for the full performance of the Supplier's obligations under the Agreement.
- l) Wherever the words 'include', 'included' or 'including' are used in this Agreement, those words will be interpreted in all cases as if they were preceded by the further words 'but not limited to' or the appropriate grammatical derivative.
- m) The Supplier must not assign or subcontract its rights or obligations under the Agreement without Council's prior written consent (and will be vicariously liable for the acts or omission of such subcontractors).
- n) No provision of the Agreement is to be constructed against Council's interests because Council prepared the Agreement.

## 23. Definitions

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In the Agreement:

**Business Day** means a day that is not:

- a) a public holiday, special holiday or bank holiday in Gatton, Queensland.
- b) Saturday or Sunday;
- c) 24 December; or
- d) 27 to 31 December (inclusive).

**Claim** means any claim, notice, demand, debt, account, lien, liability, action, proceedings or suit under, arising out of, or in any way in connection with the Agreement, the Supply or either party's conduct under the Agreement before or after it came into force, whether at law (including breach of contract) or in equity, by statute, in tort (including negligence), or otherwise including any claim, notice, demand, debt, account, lien, liability, action, proceeding or suit:

- a) for the payment of money (including for loss or damages);
- b) for an adjustment to the Price; or
- c) for delay or disruption or other time based claim.

**Completion Date** means the completion date specified in the Purchase Order as indicated in the 'Date Required' field, or if no date is specified, the completion date advised by Council.

**Council** means Croydon Shire Council).

**Defects Liability Period** means the period stated in the Purchase Order which commences on the date the Supplier completes the Supply (as determined by Council acting reasonably) or, if there is no period stated, 12 months.

**Defect or Defective** means any part of the Goods and/or Services which does not comply strictly with the requirements of the Agreement or is otherwise unsatisfactory to Council.

**Goods** means goods ordered by Council as part of the Supply.

**Industry Practice means:**

- a) that degree of care, skill, judgment, and foresight that would be expected of a skilled and experienced supplier regularly engaged in the business of supplying the goods and/or performing the services of the kind required by this Agreement; and;

- b) compliance with all relevant industry standards and any standards of Standards Australia Ltd applicable to the Supply (except to the extent that the Agreement prescribes a contrary standard) and the best practices, methods, and procedures applicable in the industry to which the Supply relates.

**Intellectual Property Rights** means any patent, design (whether registered or not), trademark or name, copyright or other protected right.

**Personnel** means the employees, agents, contractors, suppliers and consultants of a party, but Council's Personnel does not include the Supplier or the Supplier's Personnel and the Supplier's Personnel does not include Council or Council's Personnel.

**PPSA** means (as applicable to the Agreement) the Personal Property Securities Act 2009 (Cth).

**Price** means the price or prices agreed between Council and the Supplier for the Supply as set out in the Purchase Order.

**Purchase Order** means the purchase order attached or otherwise provided by Council to the Supplier for the Supply.

**Services** means services specified in the Purchase Order or any Variation (if any).

**Site** means any site, location or place which is made available to the Supplier, by or on behalf of Council, in connection with the Supply (including any place for delivery of the Goods or performance of the Services).

**SOPA** means the Building Industry Fairness (Security of Payment) Act 2017 (Qld) and its regulations.

**Supplier** means the party stated in the Purchase Order who is responsible for carrying out and completing the Supply.

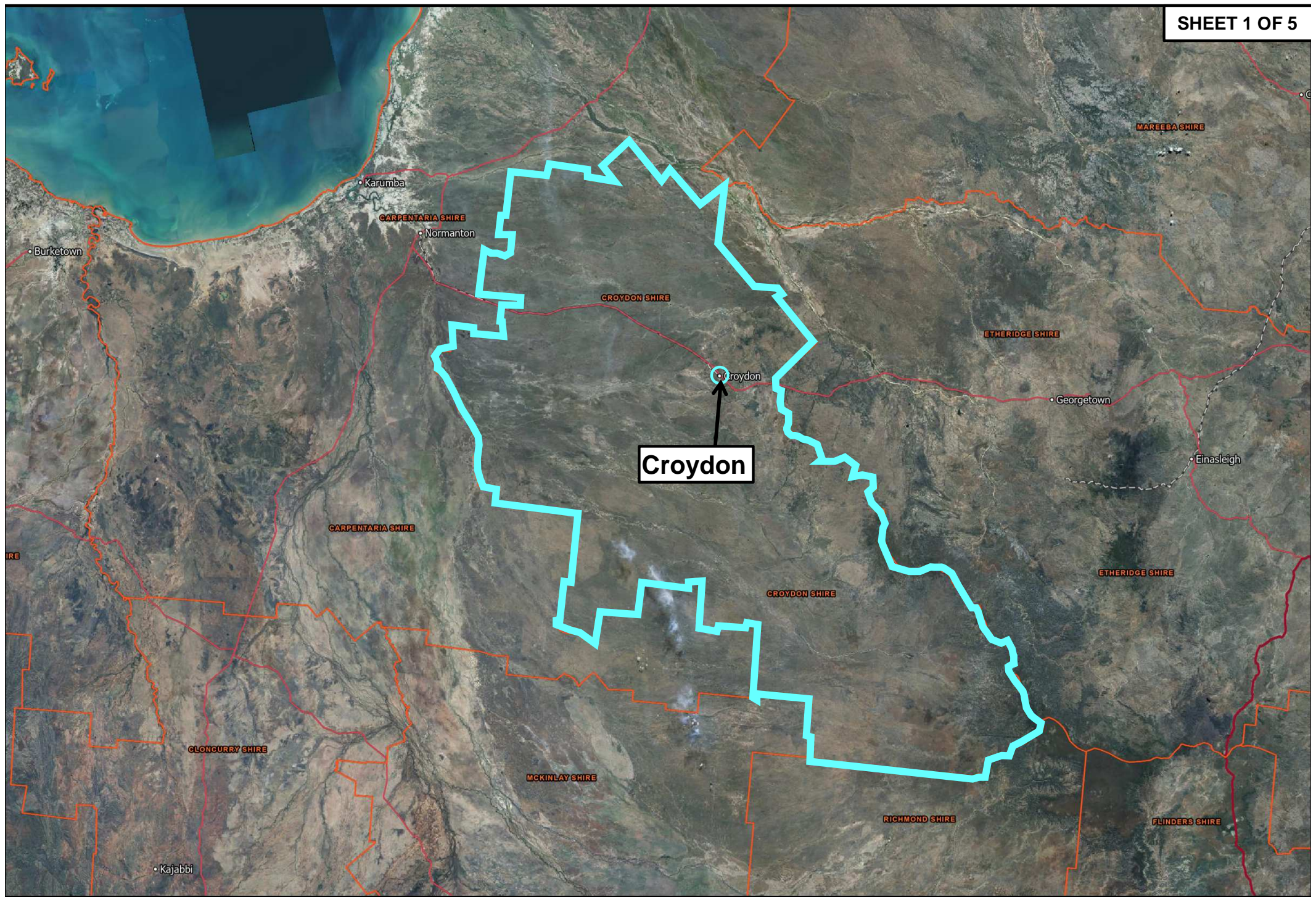
**Supply** means the supply of Goods and/or Services.

### Appendix 3: The Project Boundary

In the below maps:

- a. the solid **blue** lines depict the Local Government Area
- b. the broken **blue** lines depict the indicative project boundary of this study
- c. the broken **green** lines depict township surrounds
- d. the solid **red** lines depict the current Croydon township area





Croydon

CARPENTARIA SHIRE

CROYDON SHIRE

ETHERIDGE SHIRE

MAREEBA SHIRE

Georgetown

Einasleigh

CARPENTARIA SHIRE

ETHERIDGE SHIRE

CROYDON SHIRE

CLONCURRY SHIRE

MCKINLAY SHIRE

RICHMOND SHIRE

FLINDERS SHIRE

Kajabbi



