



**BURDEKIN SHIRE COUNCIL**



# **AGENDA**

  

## **ORDINARY COUNCIL MEETING**

**HELD AT COUNCIL ADMINISTRATION BUILDING,  
145 YOUNG STREET, AYR**

**on 22 November 2016**

**COMMENCING AT 9:00AM**

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**TUESDAY 22 NOVEMBER 2016**

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# **BURDEKIN SHIRE COUNCIL**



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## **1 PRAYER**

## **2 DECLARATIONS OF INTEREST**

## **3 MINUTES AND BUSINESS ARISING**

### **3.1 Ordinary Council Meeting Minutes - 15 November 2016**

#### **Recommendation**

That the minutes of the Ordinary Council Meeting held on 15 November 2016 be received as a true and correct record.





**BURDEKIN SHIRE COUNCIL**



# **MINUTES**

## **ORDINARY COUNCIL MEETING**

**HELD AT COUNCIL ADMINISTRATION BUILDING,  
145 YOUNG STREET, AYR**

**on 15 November 2016**

**COMMENCING AT 9:00AM**



**TUESDAY 15 NOVEMBER 2016**

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Ordinary Council Meeting 15 November 2016



## BURDEKIN SHIRE COUNCIL



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## **ATTENDANCE**

Councillors L.A. McLaughlin (Mayor), J.F. Woods (Deputy Mayor), E.J. Bawden, J.T. Bonanno, A.J. Goddard, U.E. Liessmann and S.P. Perry.

Mr. T. Brennan – Interim Chief Executive Officer  
Mr. D. Mulcahy – Manager Governance and Local Laws  
Mr. S. Great - Manager Planning and Development  
Mr. T. Vaccaro – Manager Community Development  
Mrs. K. Olsen - Manager Financial and Administrative Services  
Mr. W. Saldumbide - Manager Operations  
Mr. K. Byers - Manager Technical Services  
Mrs. E. Robinson – Manager Client Services

Minutes Clerk – Mrs. A. Dale

## **1 PRAYER**

The meeting prayer was delivered by Pastor Colin Saal of the Christian Outreach Centre.

## **2 DECLARATIONS OF INTEREST**

The Mayor called for declarations of interest.

Councillor Bonanno declared a perceived conflict of interest in relation to item 3.2, clause 2 – Ayr Chamber of Commerce Inc., as he is a local business owner and member of the Ayr Chamber of Commerce Inc.

## **16 CLOSED MEETING ITEMS**

### **Council Meeting closed to Public under Section 275 of Local Government Regulation 2012**

#### **Resolution**

Moved Councillor Liessmann, seconded Councillor Woods that the Council meeting be closed to the public under the following section of the Local Government Regulation 2012:

275(1)(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.



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For the purpose of discussing;

- Queensland Reconstruction Authority Workshop – Review of Flood Resilience and Queensland Flood Commission of Inquiry Implementation Activities.
- Discussion on the Annual Report Draft.

CARRIED

### **17.1 Workshop - Queensland Reconstruction Authority**

9.15am – Ms. Laura Gannon - Delivery of Flood Risk Management and Resilience, Queensland Reconstruction Authority facilitated a discussion on the Review of Flood Resilience and Queensland Flood Commission of Inquiry Implementation Activities.

### **Council Meeting opened to Public**

#### **Resolution**

Moved Councillor Bonanno, seconded Councillor Perry that the Council meeting be opened to the public.

CARRIED

### **15.1 Adoption of the Burdekin Shire Council Annual Report 2015 - 2016**

#### **Resolution**

Moved Councillor Woods, seconded Councillor Bawden that the Burdekin Shire Council Annual Report 2015 - 2016 be received and adopted.

CARRIED

## **3 MINUTES AND BUSINESS ARISING**

### **3.1 Ordinary Council Meeting Minutes - 8 November 2016**

#### **Recommendation**

That the minutes of the Ordinary Council Meeting held on 8 November 2016 be received as a true and correct record.

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## **Resolution**

Moved Councillor Woods, seconded Councillor Goddard that the recommendation be adopted with the following amendment;

- That in relation to 8.5 Capital Works Program – Lilliesmere Road, Brandon be changed to Lilliesmere Road, Kalamia.

CARRIED

### **3.1.1 Request - Police-Citizens Youth Club - Carpark and Play Area**

## **Resolution**

Moved Councillor Woods, seconded Councillor Liessmann that officers liaise with Police-Citizens Youth Club and investigate options to meet the current and future needs of expansion of the carpark and grassed play areas and submit a proposal including costings to Council for consideration.

CARRIED

### **3.2 Community Grants Panel Meeting Minutes - 10 November 2016**

12.05pm - Councillor Bonanno left the meeting due to a perceived conflict of interest in relation to the recommendation concerning the Ayr Chamber of Commerce as disclosed at the commencement of the meeting.

## **Recommendation**

That the minutes of the Community Grants Panel Meeting held on 10 November 2016 be received and adopted.

## **Resolution**

Moved Councillor Liessmann, seconded Councillor Bawden that the adoption of the minutes and recommendations lay on the table until Mr. T. Vaccaro – Manager Community Development, is in attendance at the meeting.

CARRIED

*12.13pm - Councillor Bonanno returned to the meeting.*

*12.13pm - Mrs. E. Robinson – Manager Client Services left the meeting.*

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## **4 REPORTS**

## **5 GOVERNANCE & LOCAL LAWS**

### **5.1 Conversion of Lot 290 on GS1037 (Reserve for Landing Ground for Aircraft) to Road - Lay on the Table**

#### **Executive Summary**

Council has received correspondence from the Department of Transport and Main Roads requesting Council, as Trustee of the land, to advise if it has any objection to Lot 290 on GS1037 (Reserve for Landing Ground for Aircraft) being converted to road. This Reserve encroaches Mulgrave Road which is a state-controlled road.

#### **Recommendation**

That Council advises the Department of Transport and Main Roads that it has no objection to Lot 290 on GS1037 (Reserve for Landing Ground for Aircraft) being converted to road.

#### **Resolution**

Moved Councillor Woods, seconded Councillor Bawden that the recommendation lay on the table until further investigation and consultation has been conducted with adjoining landholders.

CARRIED

## **6 CLIENT SERVICES**

## **7 FINANCIAL & ADMINISTRATIVE SERVICES**

## **8 OPERATIONS**

## **9 TECHNICAL SERVICES**



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## **10 PLANNING & DEVELOPMENT**

## **11 COMMUNITY DEVELOPMENT**

## **12 ECONOMIC DEVELOPMENT**

## **13 NOTICES OF MOTION**

## **14 CORRESPONDENCE FOR INFORMATION**

### **14.1 Support for Home Hill Cricket Association**

#### **Resolution**

Moved Councillor Liessmann, seconded Councillor Goddard that Council provides in kind support by supplying and carting four loads of clean fill to the Home Hill Cricket Association Grounds to assist with the completion of the newly established cricket nets.

CARRIED

*12.30pm – Council adjourned the meeting for lunch. During the lunch break, Councillors met with the Recruitment Consultant for the Chief Executive Officer position to discuss progress with the recruitment process.*

*2.38pm – The Ordinary Council Meeting recommenced. It was noted that Mr. T. Vaccaro – Manager Community Development was in attendance and Mrs. K. Olsen - Manager Financial and Administrative Services had left the meeting.*

### **17.3 Discussion - Declared Pests at Rita Island**

2.40pm – Mr. Paul Griffiths, Local Farmer addressed Council on concerns regarding declared pests at Rita Island. At the conclusion of his presentation, Mr. Griffiths left the meeting.



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## **15 GENERAL BUSINESS**

3.39pm - Councillor McLaughlin left the meeting. Councillor Woods assumed the Chair.

### **15.2 Proposed Recommendation - Transport and Main Roads - Kierle's Landing**

Mr. Saldumbide – Manager Operations advised that “Consultation Feedback” should be included to the proposed recommendation of Kierle’s Landing as a Priority 1 site in the Transport and Main Roads Queensland Recreational Boating Facilities Demand Forecasting Study 2016.

#### **Resolution**

Moved Councillor Goddard, seconded Councillor Perry that the Department of Transport and Main Roads be advised The Burdekin Shire Council has released the Pre-feasibility report on Marine Recreational Facilities (2016) to the community for public comment. The Council will require details of the outcomes of extended community consultations and engagement to inform its decisions prior to making any commitment to establishing a boat launching facility at Kierle’s Landing on the Burdekin River.

CARRIED

### **15.3 Request - Ownership of Fords Gully Outflow**

#### **Resolution**

Moved Councillor Liessmann, seconded Councillor Bawden that Council officers investigate the ownership of Fords Gully Outflow at Home Hill and liaise with the Lower Burdekin Water Board regarding a dual ownership arrangement.

CARRIED

3.54pm – Councillor McLaughlin returned to the meeting and resumed the Chair.

### **15.4 Storm Flood Model Upgrade – Ayr and Home Hill**

#### **Resolution**

Moved Councillor Woods, seconded Councillor Bonanno that officers investigate the cost of updating the Storm Flood Models for Ayr and Home Hill due to the upgrade of roads and drainage systems.

CARRIED

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## **15.5 Burdekin River - Sand Extraction**

### **Resolution**

Moved Councillor Bonanno, seconded Councillor Woods that Council investigate and consolidate historical data on the Burdekin River and the current legislation on sand extraction for future consideration.

CARRIED

## **15.6 Updated Leave of Absence - Councillor Bawden**

### **Resolution**

Moved Councillor Woods, seconded Councillor Liessmann that Council approve an amended leave of absence for Councillor Bawden from Tuesday 13 December to Saturday 31 December 2016.

CARRIED

## **15.7 Request - Use of Council Bus - Burdekin Tourism Association Volunteers**

### **Resolution**

Moved Councillor Perry, seconded Councillor Goddard that Council support Burdekin Tourism Association Volunteers through in-kind support by providing the use of Council's bus to transport Volunteers from Ayr to Clare and return on Saturday 3 December 2016 to attend the annual Christmas party.

CARRIED

## **15.8 Use of Council Bus - Burdekin Bowen Local Marine Advisory Committee**

### **Resolution**

Moved Councillor Goddard, seconded Councillor Woods that Council endorse the actions of the Mayor, Councillor McLaughlin in approving the use of the Council bus to transport members of the Burdekin Bowen Local Marine Advisory Committee, to areas demonstrating aquaculture innovations within the Burdekin Shire on Saturday 12 November 2016.

CARRIED



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## **15.9 Ordinary Council Meeting Dates - Christmas Holiday Period**

### **Resolution**

Moved Councillor Goddard, seconded Councillor Bawden that Council approves the following Ordinary Council Meeting dates over the 2016/2017 Christmas Holiday period;

- December – Meetings to be held on Tuesday 6 December and Tuesday 13 December 2016.
- January – Meetings to be held on Tuesday 17 January and Tuesday 24 January 2017.

CARRIED

## **3.2 Business Arising - Community Grants Panel Meeting Minutes - Continued**

*4.25pm - Councillor Bonanno left the meeting due to a perceived conflict of interest in relation to the recommendation concerning the Ayr Chamber of Commerce Inc. as disclosed at the commencement of the meeting.*

Councillors considered the following recommendations from the minutes of the Grants Panel meeting which were laid on the table earlier in the meeting.

### **Motion – Ayr Chamber of Commerce Inc.**

That Council approves the recommended funding amount of \$3500 including advertising to the Ayr Chamber of Commerce Inc. for the Christmas Street Party Project.

### **Resolution**

Moved Councillor Perry, seconded Councillor Goddard that Council approves the recommended funding amount of \$3500 including advertising to the Ayr Chamber of Commerce Inc. for the Christmas Street Party Project and agrees to waive fees associated with the commercial use of roads/footpaths applications for the event, if such permits are required.

CARRIED

*4.39pm - Councillor Bonanno returned to the meeting.*

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### **Motion – Burdekin Shire Rivers Improvement Trust**

That Council does not support the recommendation by the Grants Panel and approves a grant amount of \$2000 to the Burdekin Shire Rivers Improvement Trust to assist with the hosting of the State Council of River Trusts Queensland Annual General Meeting.

### **Resolution**

Moved Councillor Woods, seconded Councillor Perry that Council does not support the recommendation by the Grants Panel and approves a grant amount of \$2000 to the Burdekin Shire Rivers Improvement Trust to assist with the hosting of the State Council of River Trusts Queensland Annual General Meeting.

### **Voting on Motion**

FOR – Councillors Goddard, Woods, Perry, Bonanno and McLaughlin  
AGAINST – Councillors Bawden and Liessmann

5/2

CARRIED

### **Resolution – Adoption of Minutes of Meeting**

Moved Councillor Liessmann, seconded Councillor Bawden that the minutes of the Community Grants Panel Meeting held on 10 November 2016 be received and adopted with the follow amendment;

- That in clause 2, paragraph 3, Mayor McLaughlin requested the word 'stipulated' be amended to 'suggested' in relation to the application by the Ayr Chamber of Commerce Inc.

CARRIED

*4.49pm – Councillor McLaughlin left the meeting due to a perceived conflict of interest relating to an item of General Business concerning mobile vending in Plantation Park. Councillor Woods assumed the Chair.*

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### **15.10 Request - Mobile Vending - Plantation Park**

Council considered a request from Carla Dal Santo received on 10 November 2016 in respect of the mobile vending arrangements at Plantation Park, to organise a meeting with the fruit and vegetable mobile vendor, Council and themselves with a view to ascertaining whether the location currently allocated to the fruit and vegetable vendor could be utilised by them when not being used by the fruit and vegetable vendor.

#### **Resolution**

Moved Councillor Bawden, seconded Councillor Liessmann that in respect of a request from Carla Dal Santo concerning the mobile vending arrangements at Plantation Park, Mrs. Dal Santo be advised that Council has previously agreed to the allocation of land at Plantation Park for her mobile vending operations and does not accede to a request for a change.

CARRIED

### **16 CLOSED MEETING ITEMS**

### **17 DELEGATIONS**

#### **17.2 Presentation - Regional Arts Development Fund**

The presentation from Councillor Liessmann on Regional Arts Australia Artlands, Dubbo Conference, held on 27 to 30 November 2016 was deferred to a future meeting.

There being no further business the meeting closed at 5.10pm.

**These minutes were confirmed by Council at the Ordinary Council Meeting held on 22 November 2016.**

**MAYOR**

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### **3.2 Aerodrome Advisory Group Meeting Minutes - 16 August 2016**

#### **Recommendation**

That the minutes of the Aerodrome Advisory Group Meeting held on 16 August, 2016 be received as a true and correct record.



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## Aerodrome Advisory Group Meeting

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**Meeting Number:** #1  
**Date:** Tuesday 16 August  
**Time:** 5.00pm  
**Location:** John Hy Peake Room, Burdekin Shire Council, Ayr  
**Chair:** Cr. Lyn McLaughlin  
**Secretariat:** Rebecca Love, BSC

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### ATTENDEES:

Cr. Lyn McLaughlin	Burdekin Shire Council
Cr Tony Goddard	Burdekin Shire Council
Matthew Magin	Burdekin Shire Council
Dan Mulcahy	Burdekin Shire Council
Rob Potter	Burdekin Shire Council
Hylton Ward	Roncato Helicopters
Neil Hoffensetz	Ayr Flying Services
Graham Anderson	Lease Holder
Rupert Kefford	Lease Holder
Rebecca Love	Burdekin Shire Council

### APOLOGIES:

Kevin Scheuber	Lease Holder
Robert Oar	Lease Holder

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### **1. Welcome and apologies:**

Cr. Lyn McLaughlin welcomed members and noted the apologies.

### **2. Stakeholder Inductions**

The individually introduced themselves and their interest with the Ayr Aerodrome.

### **3. Aerodrome Master Plan – logic and rationale for development**

Matthew Magin addressed the group with the logic and rationale for development of the Aerodrome Master Plan.

- Around 18 months ago it was presented to Council that there was a need to invest money into electricity connections at the Aerodrome.
- It was decided that there was a need to develop a masterplan for the Aerodrome to prevent ad hoc investment into certain infrastructure without a strategic overview of the facility.
- The strategy would consider a long term view of the Aerodrome, giving a logical and sequential way to use the facility to maximum capacity, with the best outcome for rate payers.

Cr Lyn McLaughlin asked the group if they had been consulted during the development of the plan. Neil Hoffensetz noted that there had been one meeting with the stakeholders. The consultants were due to conduct another meeting but this did not eventuate.

All of the stakeholders noted that they had received a copy of the finalised Aerodrome Master Plan.

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Cr Lyn McLaughlin noted that Council had received the Aerodrome Master Plan but did not adopt. There was a need for discussion on the plan with stakeholders of the Aerodrome community before adopting the plan.

Cr Lyn McLaughlin asked the group to give their view on what they see as the future of the Aerodrome.

Graham Anderson noted that he was not overly pleased with the outcomes presented in the plan for a number of reasons.

- The electricity layout and recommendation was a positive recommendation in the plan.
- The recommendation regarding further training facility and spray plane businesses did not account for the current businesses which operate from the Aerodrome. Graham Anderson does not see there is great scope for growing these businesses further in the region.
- An industrial area would be detrimental to the current Aerodrome.
- The private aircraft industry would be a growth area.
- Aerodrome/ residential developments could be a method to attract the private industry.

Neil Hoffensetz

- Neil Hoffensetz mentioned that stand alone power could be a cheaper option.

Dan Mulcahy presented the 'stage 1' electricity concept plan that had been previously developed. Dan Mulcahy identified that any new leaseholders establishing at the Aerodrome would not be able to access power. This is a barrier to attracting new leaseholders to the facility. Stand alone power could cause issues relating to commercial use. Potential lease holders would have to pay for power. To progress the installation of power an estimate of the upgrade of the power needed to be undertaken. Each lot would contribute their share through lease payment.

A previous quote obtained for stage 1 installation of this project was approximately \$225,000.

Neil Hoffensetz noted that the current lot sizes were perhaps too large for requirements.

Graham Anderson stated as the lot sizes are too large there is a lot of 'wasted space' between the hangars. This also contributes to a large amount of upkeep by the leaseholders. He suggested the future proposed lots could be resized and did not think there was a need to develop further lots.

Dan Mulcahy asked if there was any recommended size for a lot?

Ruppert Kefford identified that;

- 'Private use' is the only growth market area. General aviation is a growth market in aviation will be forced to relocate to 'satellite' regions as larger airports increase in price.
- Consider options for 'airpark' lots with hangar and residential.

Tony Goddard suggested that a case study to review could be Mareeba, where smaller aircraft from Cairns had relocated due to costs at larger airports.

The group agreed that an Av-gas card pump would be a very beneficial addition to the Aerodrome. Charters Towers have an AvGas pump.

**Action:** Liaise with Charters Towers Council with regards to the provision of fuel at their facility.

Tony Goddard asked if there were records of users coming and going from the Aerodrome.

There is currently no way to record users 'coming and going'. Hylton Ward identified that the only way to track this was if someone submitted a flight plan.

Council trialled the use of a tracker but this cost more money than the landing fees that were collected.

A positive to tracking usage would be the collection of data for usage which could build a case for potential funding applications and justification of investment into the facility.



Hylton Ward noted that

- o His business has recently moved to the Ayr Aerodrome due to the cost of Townsville.
- o Residential housing options could be considered. Shute Harbour (Whitsundays) is an example of this.
- o Fuel would also be a method of attracting people to land as a place to refuel enroute to other destinations.

Rob Potter mentioned that he does get regular phone calls regarding fuel. Any residential development must be considered within the full layout of the area.

Cr Lyn McLaughlin identified that Council had not specifically undertaken any recent project to conduct business development and market the Aerodrome to potential users.

Cr Lyn McLaughlin asked the group how the more remote airports record usage. Charters Towers use Avdata and charged individual landing fees.

A suggestion was made that perhaps there could be an opportunity to conduct sporadic collection of data over a period of time to generate an average usage.

Cr Lyn McLaughlin asked Rob Potter how often he gets enquires regarding landing at the Aerodrome. Rob Potter identified that the RAAF and RFDS do land at the Aerodrome.

Rob Potter also identified that we do not have a proper classification for the bitumen runway. This can be a deterrent to attracting larger aircraft to land. Quotes for a pavement rating are estimated at \$50,000.

Ruppert Kefford also identified that it is necessary to review the need for fencing; airside and landside as outlined as a recommendation in the current Ayr Aerodrome Master Plan. This could be a significant legal obligation.

The group also identified that wallabies and wildlife are a significant issue at the Aerodrome, particularly during evening and night time. The Aerodrome is fenced but overtime wildlife has managed to come through the fences.

Wildlife is an issue. If wallabies or wildlife are spotted or cause an issue for user groups it will be very difficult to attract them to return to use the aerodrome.

**Action:** Dan Mulcahy suggested that the group review the current layout plan for the Aerodrome and make recommendations for an alternative layout based on the feedback regarding lot sizes.

The group identified four major priorities from the plan

1. Conduct Pavement Classification Number (PCN) study to ascertain the current load of the bitumen runway.
2. Review and consider options for airside/ landside fencing (this has been identified as a 'risk' in the plan) for legal obligations.
3. Appropriate signage to promote the location of the Aerodrome could also be installed.
4. AvGas provision.

Cr Lyn McLaughlin asked the group to identify some airports that operate at best practice but is relatable to the Ayr Aerodrome facility. –

Innisfail aerodrome could be a good comparison - the weather can be a barrier to flying in that region.

**Action:** Need to look at some realistic comparisons for best practice aerodromes. An opportunity to identify best practice from other regions.

Appropriate signage and aerodrome 'branding' could be a method for promotion.

Cr Lyn McLaughlin said that there had been previous discussion around doing a community event day around the anniversary of the Aerodrome building and Aeroclub.

**Action:** Review the date on the terminal building to establish which will be the next iconic milestone for the aerodrome.

An air show event which would attract pilots and people involved with aviation. This would be a method of promoting the Aerodrome facility.

**Action:** Send details of Wollongong Airport

#### **4. Aerodrome Advisory Group**

##### **4.1 Role**

Dan Mulcahy – strategic and an operational role. Promotion, development and growth for the Aerodrome. Strategy advice will benefit the Council.

Perhaps sees there is a need for representation from each user group.

The group would like to see more use of the aerodrome and would like to assist in strategy for business development.

Matthew Magin would like to see the group provide input from an operational perspective but the majority of the role would relate to providing a strategic point of view.

##### **4.2 Objectives**

The objectives of the Advisory Group were discussed in the above.

##### **4.3 Frequency**

Cr Lyn McLaughlin identified she felt that every two months would be most suitable.

The third Wednesday of every month

The next meeting will be held on 19 October at 1.00pm

##### **4.4 Chair**

Cr Lyn McLaughlin will remain the chair.

#### **5. Other Business**

Dan Mulcahy presented to the group the proposal from Roncato Helicopters to lease additional land.

The group agreed this was a good area to develop helicopters for the short term with no objection.

Rob Potter gave an update regarding fixing fences to

Matthew asked the group to encourage the other Aerodrome users to attend the meetings.

Graham Anderson reaffirmed that the private sector is a growth area.

With there been no further business the meeting was closed at 5.15pm

## RECOMMENDATIONS

### Appendix A

	<b>Recommendation</b>
1.1	Consider conducting Pavement Classification Number (PCN) study to ascertain the current load of bitumen runway.
1.2	Review and consider options for airside/ landside fencing (this has been identified as a 'risk' in the plan) for legal obligations.
1.3	Installation of appropriate signage to promote the location of the Aerodrome.
1.4	Research into provision of AvGas
1.5	Research into the use of AvData to track aircraft landing at the Aerodrome.

## ACTION TABLE

Appendix B

### ACTION ITEMS FROM MINUTES OF MEETING #1

	Action	Person(s) responsible	Status
1.1	Liaise with Charters Towers Council with regards to the provision of fuel at their facility.	Rebecca Love	Progressing
1.2	Review the current layout plan for the Aerodrome and make recommendations for an alternative layout based on the feedback regarding lot sizes.	All members	
1.3	Research realistic comparisons for best practice aerodromes. An opportunity to identify best practice from other regions.		
1.4	Review the date on the terminal building to establish which will be the next iconic milestone for the aerodrome.		
1.5	Send details of Wollongong Airport		

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### **3.3 Aerodrome Advisory Group Meeting Minutes - 2 November 2016**

#### **Recommendation**

That the minutes of the Aerodrome Advisory Group Meeting held on 2 November, 2016 be received as a true and correct record.



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## Aerodrome Advisory Group Meeting

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**Meeting Number:** #2  
**Date:** Wednesday, 2 November, 2016  
**Time:** 12.00 noon  
**Location:** John Hy Peake Room, Burdekin Shire Council, Ayr  
**Chair:** Cr. Lyn McLaughlin

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### ATTENDEES:

Cr. Lyn McLaughlin	Burdekin Shire Council
Cr Tony Goddard	Burdekin Shire Council
Dan Mulcahy	Burdekin Shire Council
Rob Potter	Burdekin Shire Council
Hylton Ward	Roncato Helicopters
Neil Hoffensetz	Ayr Flying Services
Graham Anderson	Lease Holder
Rupert Kefford	Lease Holder
Steve McGuire	Lease Holder
Beth McGuire	Lease Holder
Robert Oar	Lease Holder, Burdekin Aero Club

### APOLOGIES:

Kevin Scheuber	Lease Holder
Rebecca Love	Burdekin Shire Council

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## **1. Welcome and apologies**

Cr. Lyn McLaughlin welcomed members to the meeting and the group individually introduced themselves and their interest with the Ayr Aerodrome.

## **2. Action Items from Previous Meeting**

Prior to discussing the action items, Dan Mulcahy advised that Council had approved Roncato's request for extension to their lease at the Aerodrome.

### **Action 1.1 – Liaise with Charters Towers Council with regards to the provision of fuel at their facility.**

Dan Mulcahy advised that he had been in contact with a representative from Charters Towers Council who advised –

- Aviation fuel is available at the Charters Towers airport and supplied by Air Fuels Townsville.
- A credit card facility is used to purchase the fuel.
- Property owners have access to purchase the fuel by giving 24 hours notice to the ARO who allows access on set days of the week.

Discussion was held regarding installing an Aviation Fuel Facility at the Ayr Aerodrome as follows –

- Hylton Ward advised that his only concern was whether there would be enough use for the facility.
- Rupert Kefford stated that Council would have to supply the site, tanks and credit card facility.
- Robert Oar advised that the Aero Club would most likely remove their fuel facility and utilise the new facility if it is installed.

Discussion was held as to whether or not the users believe a fuel facility would attract more users to the airport. The following key points were noted –

- Rupert Kefford advised that he believes it could be attractive to visitors to come to the Burdekin especially if they can tie their aircraft down.
-

- Hylton Ward advised that country people would use the facilities to avoid the Townsville controlled air space.
- Steve McGuire stated that the growth area is recreational flying who can't fly in controlled air space. He believes that owners particularly choose their landing spots based on fuel availability.

Moved Hylton Ward, seconded Robert Oar that a recommendation be made to Council to install an Aviation Fuel Facility at the Ayr Aerodrome.

CARRIED

It was noted that if Council adopts the recommendation to install a fuel facility at the aerodrome, Council officers will liaise with the Aerodrome Advisory Group with regard to the location.

**Action 1.2 – Review the current layout plan for the Aerodrome and make recommendations for an alternative layout based on the feedback regarding lot sizes.**

The Aerodrome users provided feedback on lot sizes as follows –

- Rupert Kefford advised that he has been discussing the lot sizes with Kevin Scheuber who was unable to attend the meeting. Mr Scheuber is happy with the lot sizes but requests that overnight accommodation be allowable alongside or inside their hangers.
- Graham Anderson advised that there is a lot of space in between the lots requiring regular mowing maintenance.
- Cr McLaughlin questioned whether or not the group believed some smaller lots with side by side hangers with shared walls would be utilised.
- Robert Oar suggested that investigations be made into the size of a shared hanger as he is aware of restrictions due to fire services requirements and water supply for hangers over 500m<sup>2</sup>.
- Bundaberg and Caboolture were two examples where common wall hangers have been installed.

**ACTION** - Council Officers to ascertain whether or not overnight / periodic accommodation alongside or inside hangers is allowable under current Building and Planning Regulations.

**ACTION** – Council Officers to liaise with Robert Oar with regard to information on fire service requirements and hanger sizes.

**ACTION** – Council Officers to develop a business case for the development of Lots 14 and 15 as follows –

- Estimated cost of a prefabricated hanger.
- Fire Safety requirements.
- Provide a plan of the proposal.
- Expression of Interest within the market (sell off the plan) to ascertain the likelihood of a shared wall hanger facility being sold.

**Action 1.3 – Research realistic comparisons for best practice aerodromes. An opportunity to identify best practice from other regions.**

Neil Hoffensetz tabled information on the Illawarra Regional Airport Project. It was noted that this facility is a much bigger facility and benefits from being located on the highway.

**ACTION** – Council to liaise with Department of Main Roads with a view to installing Airport Signs on the highway to better promote our Aerodrome.

**ACTION** – Cr McLaughlin requested that all stakeholders gather some information from Aerodromes they have visited with a view to establishing some realistic comparisons to our aerodrome.

**Action 1.4 – Review the date on the terminal building to establish which will be the next iconic milestone for the aerodrome.**

**ACTION** – Council Officer to provide dates on the plaques etc at the Aerodrome and provide to the next meeting.

**ACTION** – Contact the local Historical Society with a view to sourcing any historical information they may have on the aerodrome.

**Action 1.5 – Send details of Illawarra Airport.**

**ACTION** - Information provided by Neil Hoffensetz to be emailed to all group members for their information.

### **3. Recommendations from Previous Meeting**

**Recommendation 1.1 – Consider conducting Pavement Classification (PCN) study to ascertain the current load of bitumen runway.**

The group did not feel that the type of aircraft who currently utilise the airstrip would require a pavement upgrade. It was decided to leave this as a recommendation but not a priority.

**Recommendation 1.2 – Review and consider options for air side / land side fencing (this has been identified as a 'risk' in the plan) for legal obligations.**

**ACTION** – Investigate the cost of appropriate fencing and signage to distinguish between the air side and land side from a safety point of view.

Moved Steve McGuire, seconded Neil Hoffensetz that a recommendation be made to Council to install appropriate signage to distinguish between the air side and land side from a safety point of view.

CARRIED

It was noted that if Council adopts the recommendation to install signage, Council officers will liaise with the Aerodrome Advisory Group with regard to the location.

**Recommendation 1.5 – Research into the use of AvData to track aircraft landing at the Aerodrome.**

Discussion was held in relation to the monitoring of usage at the Aerodrome as follows –

- Concern that the use of AvData which is based on radio calls could lead to people not calling in.
- It was noted that there is a belief that recording of aircraft landing will lead to the introduction of landing fees and that the intention is to gather data to assist with development in the future.
- All were in agreement that the collection of data is important in moving forward with any development of the Aerodrome.

**Action** – Council Officer to provide information on the suitability of using cameras on the different runways for the purpose of collecting data on the number of landings.

### **4. General Business**

Steve McGuire raised concerns at the weeds, in particular the bull heads on the air strip. Cr McLaughlin suggested that a customer request be put in to Council's Customer Service Centre to have the bull heads sprayed.



**ACTION** – Council Officer to move the cones to shift the centre line of the strip.

Dan Mulcahy advised that he would like to offer the areas of land (Lots B, C and D) for agricultural lease. There was no objection to the offering of this land for the purpose of an agricultural lease.

Graham Anderson requested if any further investigations had been done with regard to power at the Aerodrome. Dan Mulcahy advised that alternative power sources would be looked into during Energy Efficiency investigations and that a rough estimate for power supplied by Ergon Energy would be in the vicinity of \$200,000.

Graham Anderson advised that there was some maintenance required to the toilet door in the terminal. Cr McLaughlin advised the group that all minor maintenance issues can be reported to Council through the Customer Service Centre in future.

Neil Hoffensetz advised that the wallabies that are now trapped within the grounds are still posing a problem.

Tony Goddard suggested that the next meeting be held at the Aerodrome. It was decided that the next meeting would be held at the Aero Club House on Wednesday, 1<sup>st</sup> February at 12.00 noon.

There been no further business the meeting closed at 1.30 pm

## RECOMMENDATIONS

### Appendix A

	Recommendation
1.1	Council install an Aviation Fuel Facility at the Ayr Aerodrome.
1.2	Install appropriate signage to distinguish between the air side and land side from a safety point of view.
1.2	Consider conducting Pavement Classification (PCN) study to ascertain the current load of bitumen runway. (Low priority)

## ACTION TABLE

Appendix B

### ACTION ITEMS FROM MINUTES OF MEETING

	Action	Person(s) responsible	Status
1.1	Ascertain whether or not overnight / periodic accommodation alongside or inside hangers is allowable under current Building and Planning Regulations.	Dan Mulcahy	
1.2	Liaise with Robert Oar with regard to information on fire service requirements and hanger sizes.	Dan Mulcahy / Robert Oar	
1.3	Develop a business case for the development of Lots 14 and 15 as follows – <ul style="list-style-type: none"> <li>• Estimated cost of a prefabricated hanger.</li> <li>• Fire Safety requirements.</li> <li>• Provide a plan of the proposal.</li> <li>• Expression of Interest within the market (sell off the plan) to ascertain the likelihood of a shared wall hanger facility being sold.</li> </ul>	Dan Mulcahy	
1.4	Liaise with Department of Main Roads with a view to installing an Airport Sign on the highway to better promote our Aerodrome.	Dan Mulcahy	
1.5	All stakeholders to gather information from Aerodromes they have visited with a view to establishing some realistic comparisons to our aerodrome.	All	
1.6	Contact the local Historical Society with a view to sourcing any historical information they may have on the Aerodrome.		
1.7	Provide dates on the plaques etc at the Aerodrome to the next meeting.	Robert Potter	
1.8	Information provided on the Illawarra Airport to be emailed to all group members for their information.	Admin	
1.9	Investigate the cost of appropriate fencing and signage to distinguish between the air side and land side from a safety point of view.	Dan Mulcahy	
2.0	Provide information on the suitability of using cameras on the different runways for the purpose of collecting data on the number of landings.	Robert Potter	
2.1	Council Officer to move the cones to shift the centre line of the strip.	Robert Potter	

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## **4 REPORTS**

### **4.1 Capital Projects Monthly Report for Period Ending 31 October 2016**

#### **Recommendation**

That the Capital Projects Monthly Report for Period Ending 31 October 2016 be received.



**BURDEKIN SHIRE COUNCIL**  
**MONTHLY REPORT - CAPITAL PROJECTS**  
**Period Ending 31 October 2016**

Burdekin Shire Council				Expenditure					
Budget	Income Actual to Period End	Variance	Description	Budget	Actual to Period End	Variance	Estimated Completion	Comments	
MCD - Manager Community Development									
-	-	-	24101 - Burdekin Library Building Capital	105,000.00	-	-100%	March 2017 March 2017 March 2017	Budget \$75,000 Ayr Library kitchen refurbishment including second toilet. Budget \$15,000 Ayr Library security upgrade. Budget \$15,000 Home Hill Library security upgrade and replace front desk. Plans for refurbishments currently being developed.	
(80,000.00)	(22,440.50)	-72%	24103 - Burdekin Library Office Equip Capital	98,400.00	19,439.90	-80%	June 2017	Budget \$98,400 Actual \$16,891 book purchases. Target will be to have spent 55% of the book allocation by December 31.	
-	-	-	24140 - Burdekin Memorial Hall Building Capital	15,000.00	-	-100%	March 2017	Budget \$15,000 Replace sound mixing console.	
-	-	-	24170 - Burdekin Theatre Building Capital	32,000.00	-	-100%	March 2017 March 2017	Budget \$22,000 Replace LED cyc. Budget \$10,000 Replace house lights with LED lights.	
(80,000.00)	(22,440.50)		Total	250,400.00	19,439.90				
MCS - Manager Client Services									
-	-	-	11501 - IT Hardware Purchases	267,200.00	-	-100%	Early 2017 Early 2017 Project Withdrawn Project Withdrawn First quarter of 2017	Budget \$150,000 SAN replacement. Tier 1 & 2 storage. Budget \$20,000 Replace backup and archive system. Budget \$45,000 Replace UPS in primary computer room. Not replacing have extended maintenance agreement for 3 years - to be adjusted in revised budget. Budget \$12,200 Library server replacement - hardware - virtualising server - no physical server required - to be adjusted in revised budget. Budget \$40,000 High speed network link WWW treatment plant and second external site (library) - waiting on final quotations.	
-	-	-	11503 - IT Software Purchases	165,000.00	25,106.17	-85%	June 2017 First quarter of 2017 June 2017 Early 2017 Project Complete March 2017	Budget \$30,000 Virtual desktop infrastructure pilot for 10 desktop computers. Budget \$100,000 Software ECM upgrade allowance. Actual \$4,800 expenses on ECM upgrade to date. Budget \$15,000 Corporate photo gallery. Budget \$20,000 GIS spacial imagery replacement. Actual \$-1,252.00 consulting for archiving module implementation project. 30th June accrual amount higher than final invoice received. Awaiting capitalisation. Actual of \$21,558.00 for Intramaps. Funded by carryover. Public implementation still to be carried out.	
-	-	-	Total	432,200.00	25,106.17				
MGLL - Manager Governance and Local Laws									
-	-	-	21150 - Showgrounds Other Buildings Capital	10,000.00	7,294.09	-27%	Project Complete January 2017	Budget \$10,000 Ayr Showgrounds. Open bar structure, replace roof sheeting and fascia. Actuals are for industrial fans, water extinguishers, installation of phone service, support beams for mounting of fans and generator room enclosure. To be included in revised budget.	
-	-	-	22130 - Burdekin Multi-Purpose Building Capital	-	79,352.46	-			
-	-	-	46401 - Waste Disposal Other Assets Capital	-	11,600.00	-	Project Complete	Actuals are for fencing works at Kirknie Landfill. To be included in revised budget.	
-	-	-	46460 - Kirknie Landfill Cell Liner Capital	-	11,362.70	-	Project Complete	Actuals are for hydro mulching batters at Kirknie Landfill. To be included in revised budget.	
-	-	-	47102 - Caravan Parks Other Assets Capital	22,500.00	223.19	-99%	June 2017 June 2017	Budget \$7,500 Home Hill Caravan Park replace powerheads (x5). Actual \$223. 2 Powerheads installed so far. Remaining powerheads to be installed after layout finalised. Budget \$15,000 HHCP fence. Works deferred pending investigation of boundary and layout.	





**BURDEKIN SHIRE COUNCIL**  
**MONTHLY REPORT - CAPITAL PROJECTS**  
**Period Ending 31 October 2016**

<u>Income Actual to</u>			<u>Description</u>	<u>Expenditure</u>			<u>Estimated</u>	<u>Comments</u>
<u>Budget</u>	<u>Period End</u>	<u>Variance</u>		<u>Actual to Period</u>	<u>End</u>	<u>Variance</u>		
-	-	-	47501 - Swimming Pool Buildings Capital	33,000.00	38,982.93	18%	Project Complete Project Withdrawn	Budget \$23,000 Ayr Pool replace shade sails. Actual \$21,528. Budget \$10,000 Ayr Pool office/kiosk, replace load bearing posts on external awning. Capital budget now not required. Alternative repair work done and covered in operational. Actuals of \$17,455 for Pool Design progress payment funded from carry over.
<b>Total</b>				<b>65,500.00</b>	<b>148,815.37</b>			

**MOPS - Manager Operations**

(250,670.00)	-	-100%	43302 - Parks Other Assets - Capital	724,142.00	182,754.89	-75%	June 2017 June 2017 June 2017 May 2017 November 2016	Budget \$400,000 Mt Inkerman lookout facilities upgrade. Public consultation currently taking place for final concept. Expenses \$5,790 to date. Budget \$50,000 Miscellaneous park furniture - discuss priorities with Council. Budget \$50,000 Shade structures and playground equipment - discuss priorities with Council. \$45,595 of budget available as \$4,405 of budget has been applied to Courtts Park playground equipment project - detailed below. Actual \$84,520 Playground equipment Courtts Park to be funded by carry over \$77,000 and \$3,115 Developer Contributions. Budget \$50,000 Ayr Skate Park shade structures - Funding application submitted under the State Government Get Playing Places and Spaces program - successful funding applications announced November 2016. Budget \$174,142 Plantation Park and Juru Walk Development. Actual \$92,444.
-	-	-	44102 - Cemetery Other Assets Capital	50,000.00	-	-100%	February 2017	Budget \$50,000 Ayr Cemetery - Mackenzie Street entry statement. Quotes closing 14th November 2016.
-	-	-	45101 - Public Conveniences Buildings - Capital	55,000.00	-	-100%	May 2017	Budget \$55,000 Cromarty Boat ramp. Replace existing public toilet. Building Services currently investigating suitable replacement.
-	-	-	61110 - Sewerage Reticulation Capital	240,000.00	197,490.13	-18%	June 2017 June 2017 Project Complete	Budget \$200,000 Sewerage replacement/refurbishment of assets - ongoing throughout financial year. Currently upgrading telemetry and alarm sensors at eighteen SPS's with overflows to the environment. Budget \$40,000 Ayr Industrial Estate expansion project - Sewerage. Actuals are for final progress payment for Sewer retine Contract which is funded from carry over.
-	-	-	62120 - Pump Stations Capital	640,000.00	275,216.21	-57%	Awaiting approval of funding application June 2017	Budget \$600,000 - Sewer Pump Station switchboard replacement program - awaiting outcome of Building Our Regions Application Budget \$40,000 HH No 1 SPS rising main duplication (survey and design). Final discussions to be held on whether this project will go ahead. Actuals are for four SPS switchboards including design and platforms carried over from 2015/16 financial year.
-	-	-	63140 - Sewerage Treatment Capital	40,000.00	5,480.00	-86%	April 2017	Budget \$40,000 Ayr WWTP refurbish secondary digester bridge.
-	-	-	71001 - Water Production Capital	300,000.00	-	-100%	June 2017 June 2017 Awaiting Council decision	Budget \$200,000 Water supply replacement/refurbishment of assets. Ongoing throughout financial year. Budget \$75,000 Relocation 100mm water main Invicta Mill Giru. Works to be scheduled outside of crushing season. Budget \$25,000 Ayr Industrial Estate expansion project - Water. Awaiting State Government approval and final Council decision.
(160,790.00)	-	-100%	72120 - Water Treatment Capital	851,975.00	128,440.99	-85%	Awaiting approval of funding application November 2016	Budget \$450,000 - South Ayr WTP switchboard replacement - Quotations for design being sought through Local Buy - EOI lodged with DLGIP for funding under the LG Grants and Subsidies Program. Notification expected November 2016. Budget \$401,975 - South Ayr WTP and Ayr Water Tower -install variable speed drive - works completed. Pumps commissioned - final acquittal due 9th November 2016. Actuals are for Variable Speed Drive project South Ayr and Ayr Water Tower and repairs to delivery mains South Ayr and Nelsons Lagoon.



**BURDEKIN SHIRE COUNCIL**  
**MONTHLY REPORT - CAPITAL PROJECTS**  
**Period Ending 31 October 2016**

Income Actual to			Description	Expenditure			Estimated Completion	Comments
Budget	Period End	Variance		Budget	End	Variance		
-	-	-	73140 - Water Reticulation Capital	-	6,647.66	-		Expenses for Burke Street Scour ancillary works. Budgeted at 71001.
(411,460.00)	-		<b>Total</b>	<b>2,901,117.00</b>	<b>796,029.88</b>			

**MTS - Manager Technical Services**

(1,941,000.00)	(203,101.87)	-90%	51101 - Roadworks Capital	5,826,000.00	1,524,945.45	-74%	June 2017	Budget \$5,600,000. Roadworks currently on track with roadworks program. Budget \$226,000 Ayr Industrial Estate expansion - Roadworks. Awaiting State Government approval and final Council decision.
-	-	-	51130 - Reseals - Capital	900,000.00	-	-100%	June 2017	Reseal design commenced in August. Reseals planned for second half of financial year.
-	-	-	51620 - Drainage - Capital	270,000.00	214,466.89	-21%	June 2017 Awaiting Council decision	Budget \$250,000 Works complete for Sixth Street, Fourteenth A Street and Lando Street. Work in progress on South Ayr open drain. Budget \$20,000 for Ayr Industrial Estate expansion - Drainage. Awaiting State Government approval and final Council decision.
(410,000.00)	-	-100%	55150 - Light Vehicles - Fleet Capital	1,200,000.00	-	-100%	June 2017	Quotations called for eight light vehicles with further quotations due early 2017. Further purchases planned for early 2017.
(70,000.00)	(90,868.19)	30%	55151 - Trucks - Fleet Capital	420,000.00	400,500.50	-5%	March 2017	Actuals of \$400,500 for trucks ordered in 2015/16. Carry over to be added in revised budget. Quotations called for two gravel trucks. Orders placed in September with delivery expected December/January
(18,000.00)	-	-100%	55152 - Machines - Fleet Capital	90,000.00	-	-100%	March 2017	Quotations called for Backhoe. Order placed in October with delivery expected before December.
(7,000.00)	-	-100%	55153 - Plant & Equipment - Fleet Capital	90,000.00	161,062.00	79%	March 2017	Actuals of \$161,062 for dog trailers, laser level and scissor ordered in 2015/16. Carry over to be added in revised budget. Order placed for replacement tractor with delivery expected before December.
(2,446,000.00)	(293,970.06)		<b>Total</b>	<b>8,796,000.00</b>	<b>2,300,974.84</b>			
(2,937,460.00)	(316,410.56)		<b>TOTAL CAPITAL PROJECTS</b>	<b>12,445,217.00</b>	<b>3,290,366.16</b>			

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## **4.2 Operating Statement for Period Ending 31 October 2016**

### **Recommendation**

That the Operating Statement for the Period Ending 31 October 2016 be received.





**BURDEKIN SHIRE COUNCIL  
OPERATING STATEMENT  
Period Ending 31 October 2016**

	Note	Actual YTD	YTD Original Budget	\$ Variance Actual to Original	% Variance Actual to Original
<b>Operating Revenue</b>					
Rates and Utility Charges	1	35,773,620.40	37,720,525	-1,946,905	-5%
Pensioner remissions		-299,704.63	-292,000	-7,705	3%
User fees and charges	2	822,936.96	629,025	193,912	31%
Interest Received	3	465,894.53	561,533	-95,639	-17%
Operational contributions and donations		64,196.27	62,891	1,305	2%
Operational grants and subsidies	4	1,059,469.79	1,216,764	-157,294	-13%
Contract and recoverable works	5	239,250.34	565,833	-326,583	-58%
Other operating revenue	6	97,742.14	45,617	52,125	114%
<b>Total operating revenue</b>		<b>38,223,405.80</b>	<b>40,510,188.33</b>	<b>-2,286,783</b>	<b>-6%</b>
<b>Operating Expenses</b>					
Employee benefits	7	5,876,711.71	6,493,701	-616,989	-10%
Materials and services	8	5,119,529.84	4,988,390	131,140	3%
Depreciation and amortisation	9	3,448,726.46	3,529,800	-81,074	-2%
Finance Costs	10	109,940.34	94,369	15,572	17%
Other expenses		3,563.25	0	3,563	-
<b>Total operating costs</b>		<b>14,558,471.60</b>	<b>15,106,259.42</b>	<b>-547,788</b>	<b>-4%</b>
<b>Surplus (deficit) from operating activities</b>		<b>23,664,934.20</b>	<b>25,403,929</b>	<b>-1,738,995</b>	<b>-7%</b>
<b>Capital Contributions and Income</b>					
Capital contributions	11	6,000.00	0	6,000	-
Capital grants and subsidies	12	219,542.37	810,820	-591,278	-73%
Other capital income (expense)	13	-135,457.13	0	-135,457	-
<b>Net result for period</b>		<b>23,755,019.44</b>	<b>26,214,749</b>	<b>-2,459,729</b>	<b>-9%</b>

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**BURDEKIN SHIRE COUNCIL**  
**OPERATING STATEMENT**  
**NOTES FOR VARIANCES TO BUDGET**  
**Period Ending 31 October 2016**

**Note**

**1 Rates and Utility Charges**

Rates are on target - the negative variance will be negated by six monthly water consumption charges (water consumption charges to be levied in January 2017) and recognition of rates in advance of approximately \$1.1M at the end of the financial year.

**2 User Fees and Charges**

Ahead of budget, mainly animal management and trade waste (due to annual animal registration fees and annual trade waste fees being raised in July). Caravan park income ahead of budget due to season variability.

**3 Interest Received**

Council has longer term investments which were selected based on more advantageous interest rates. Budget should be met by the end of the financial year.

**4 Operational Grants and Subsidies**

The first quarter Financial Assistance Grant has been received, second payment due in November. PCYC annual grant received in full and income received from First Start Grant and RADF Grant. Also includes income from fuel tax credits.

**5 Contract and Recoverable Works**

Under budget due to the timing and payment of main roads claims. Private works income is received throughout the year.

**6 Other Operating Revenue**

Includes unbudgeted income for theatre shows, insurance settlements, washing machine takings at Burdekin Cascades Caravan Park and sale of IT equipment. Budgeted income received includes annual Fire Levy collection fee, metal recycling sales and second hand sales at transfer stations. Large amount of income received in October due to Fire Levy collection fee and Insurance settlements.

**7 Employee Benefits**

Employee benefits below budget mainly due to unfilled positions and delay in EBA negotiations. Workers compensation premium reduced and will be adjusted in the revised budget. Movement in annual leave and long service leave provisions will be journalled at the end of the financial year. Oncost recovery to be reviewed in next budget revision.

**8 Materials and Services**

Over budget due to timing of annual payments for insurance premiums, software agreements, donations and bulk water. Annual computer purchases which were delayed in the 2015/16 financial year have now been finalised. Also includes electricity charges which were delayed due to change in Ergon billing system.

**9 Depreciation and Amortisation**

Depreciation marginally under budget as some capitalisation has been delayed. Budget to be updated in first revision.

**10 Finance Costs**

Over budget mainly due to bank charges. This is due to timing of bank charges during the rates season. Also includes interest paid for September quarter QTC loans. As interest is paid quarterly, the budget is calculated quarterly.

**11 Capital Contributions**

Contributions received from property owners towards works on Irving Street, Ayr.

**12 Capital Grants and Subsidies**

Under budget due to timing of grants. Income received includes TIDS, Beach Road Cycleway and first quarterly payment from State Library. Still to receive further income from TIDS, Beach Road Cycleway and State Library along with grant income for South Ayr Variable Speed Drive, Skilling Queenslanders for Work projects and Mt. Inkerman Lookout upgrade.

**13 Other Capital Income**

Loss on write offs of assets include Transport \$48,349, Other \$5,136 and Water \$2,454 due to full/partial replacement of assets. Loss on disposal of assets from sales for Fleet \$71,023. Includes loss on donation of Building asset - Jones Street demountable building \$8,495.

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## 5 GOVERNANCE & LOCAL LAWS

## 6 CLIENT SERVICES

## 7 FINANCIAL & ADMINISTRATIVE SERVICES

## 8 OPERATIONS

### 8.1 Calling of Tenders to establish a Register of Pre-qualified Suppliers for the Supply of Electrical Trade Services - Electrical General, Electrical Industrial and Air Conditioning

#### Document Information

**Referring Letter No:** N/A

**File No:** 189,769,807 & 808

**Name of Applicant:** N/A

**Location:** N/A

**Author and Title:** Gary Keane – Manager Contracts

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#### Executive Summary

Council has made a substantial commitment in the current and forthcoming budgets for the replacement of electrical switchboards. Council also engages a number of local electrical contractors for general electrical works, industrial electrical works and air-conditioning installations and replacements.

The creation of a register of pre-qualified suppliers will streamline the engagement process for Council officers when requesting work or quotations for work for general electrical, industrial electrical and air-conditioning installations and replacements.

The establishment of a register of pre-qualified suppliers will enable council to request those suppliers to quote on Council's electrical maintenance and capital works without council having to call tenders on each occasion.

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## **Recommendation**

It is recommended that Council call tenders to establish a register of pre-qualified suppliers for the Supply of Electrical Trade Services.

## **Background Information**

Council may establish a register of pre-qualified suppliers under the provisions of the Local Government Regulations 2012, Division 3 Section 232. A local government may enter into a contract without first inviting written quotes or tenders if the contract is entered into with a supplier from a register of pre-qualified suppliers.

A local government may establish a register of pre-qualified suppliers of particular goods or services only if –

- (a) the preparation and evaluation of invitations every time the goods or services are needed would be costly; or
- (b) the capability or financial capacity of the supplier of the goods or services is critical; or
- (c) the supply of the goods or services involves significant security considerations; or
- (d) a precondition of an offer to contract for the goods or services is compliance with particular standards or conditions set by the local government; or
- (e) the ability of local business to supply the goods or services needs to be discovered or developed.

Currently Council has budget allocations and has made funding applications for the replacement of 26 sewage pump station switchboards and the South Ayr Water Treatment Plant switchboard. Additionally both Waste Water Treatment Plants and the Home Hill Water Tower switchboards will require replacement in the coming years. The total estimated cost of these works is \$ 3,200,000. The establishment of a register of pre-qualified suppliers would permit council to request competitive quotations for these works whilst developing the ability of local businesses to supply the goods or services provided by local businesses.

This is in line with provisions within Council's Procurement Policy 2016/2017.

## **Link to Corporate/Operational Plan**

- 1.2.3 Apply a prioritised and planned system to upgrade and enhance existing facilities.
- 1.4.2 Increase water supply network reliability.
- 2.2.3 Support the development and expansion of existing business.
- 5.3.2 Ensure Council's financial position is effectively managed.
- 5.3.3 Adhere to the governance framework and public reporting systems.
- 5.3.4 Undertake regulatory responsibilities in accordance with state regulations.

## **Consultation**

Tenders shall be called in The Advocate newspaper once Council approval is granted. A non-mandatory meeting of prospective tenderers will be held at the Council Chambers to clarify Councils intent and any answer any questions raised.

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## Legal Authority or Implications

Local Government Regulations 2012, Chapter 6 Contracting  
Division 3: Exceptions for medium-sized and large-sized contractual arrangements  
Section 232: Exception for register of pre-qualified suppliers.

Burdekin Shire Council Procurement Policy 2016/2017.

## Policy Implications

The establishment of a Register of Pre-qualified Suppliers is consistent with the Burdekin Shire Council Procurement Policy 2016/2017 as follows:

### Clause 3 Objectives states:

The objectives of this policy are to achieve advantageous procurement outcomes by:-  
(a) promoting value for money with probity and accountability; and  
(b) advancing Council's economic, social and environmental policies; and  
(c) providing reasonable opportunity for competitive local businesses that comply with relevant legislation to supply to Council; and  
(d) promoting compliance with relevant legislation.

### Clause 5 Principles states:

Council officers must have regard to the following **sound contracting principles** in all purchasing and disposal activities in accordance with the Local Government Act, Section 104:

#### ***(a) Value for money***

Council must harness its purchasing power to achieve the best value for money. The concept of value for money is not restricted to price alone. The value for money assessment must include consideration of:-

- (i) contribution to the advancement of Council's priorities; and
- (iv) internal administration costs; and

#### ***(b) Open and effective competition***

Purchasing and disposal should be open and result in effective competition in the provision of goods and services and disposal of assets. Council must give fair and equitable consideration to all prospective suppliers or purchasers.

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### **(c) The development of competitive local business and industry**

Council encourages the development of competitive local businesses within its local government area.

Where price, performance, quality, suitability and other evaluation criteria are comparable, the following areas may be considered in evaluating offers:-

- (i) creation of local employment opportunities;
- (ii) more readily available servicing support;
- (iii) more convenient communications for contract management;
- (iv) economic growth within the local area;
- (v) benefit to Council of associated local commercial transaction.

### **7.5 Exceptions**

Local Government Regulation 2012 Chapter 6 Contracting, Part 3 Default contracting procedures at Division 3 (Sections 229-235) identifies exceptions for medium-sized and large-sized contracts. If one of the exceptions applies, Council may enter into:-

- (a) a medium-sized contract without first inviting written quotes; or
- (b) a large-sized contract without first inviting written tenders.

The exceptions are summarized as follows:

Section 232 – Register of pre-qualified suppliers

### **Financial and Resource Implications**

Council currently has a budget allocation of \$600,000 in the current financial year for the commencement of the sewage switchboard replacement program and a budget of \$450,000 in the current financial year for the replacement of the switchboard at the South Ayr Water Treatment Plant.

To date Council has submitted funding applications, that if successful, total \$1,260,038 for the replacement of 26 sewage pumps stations, both Waste Water Treatment Plant switchboards and the South Ayr Water Treatment Plant switchboard.

### **Report prepared by:**

Gary Keane

### **Report authorised by:**

Wayne Saldumbide

### **Attachments**

1. Tender documents for a “Register of pre-qualified suppliers – Supply of Electrical Trade Service.





**Burdekin**  
Shire Council

## Conditions of Tender

Request for Tender (RFT) – Register of pre-qualified suppliers	Supply of Electrical Trade Services – Electrical General, Electrical Industrial and Air Conditioning
Closing Time	12.00 noon on xxxx 2016
RFT number	Contract TBSC/16/

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## 1 Timetable for Procurement

Issue Request for Tender	_____ 2016
Closing Time	12.00 noon _____ 2016
Evaluation of Tender Responses	_____ 2016
Submission to the Principal	_____ 2016
Acceptance of Tender	_____ 2016
Note: Dates are subject to alteration by the Principal at its discretion.	

## 2 Definitions

In these Conditions of Tender, except where the context otherwise requires:

**Closing Time** means 12.00 noon on **XXXX 2016** Australian Eastern Standard Time.

**Conditions of Tender** means these Conditions of Tender.

**Confidential Information** means any technical, commercial or other information, ideas, and concepts, know-how, data, drawings, specifications or designs of any kind:

- (a) owned by the Principal and supplied or made available by the Principal to the Respondent; or
- (b) created by the Respondent, from the material supplied or made available to the Respondent by the Principal for the purposes of submitting the Submission.

**Contact Person** means Gary Keane – Manager – Contracts on 07 4783 9800

**Contract** means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor, as set out in clause 5 of the Standard Terms and Conditions.

**Contract Commencement Date** means the date specified as the Contract Commencement Date in the Letter of Acceptance.

**Contract Price** means the monetary consideration stated in the Contract for the supply of the goods and services to the Principal whether expressed as a lump sum, price per unit, by weight, volume or otherwise.

**Contractor** means the party whose offer to supply the goods and services is accepted by the Principal (by Letter of Acceptance).

**GST** means the goods and services tax under the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation.

**Letter of Acceptance** means a letter from the Principal to the Contractor advising the Contractor of the Principal's acceptance of the offer.

**Local Government** means a Local Government for a Local Government area described by regulation under the *Local Government Act 2009* (Qld).

**Personal Information** has the meaning given in the *Information Privacy Act 2009* (Qld).

**Principal** means Burdekin Shire Council (Council).

**Relevant Person** means the Respondent and each person engaged in the preparation of a Submission on behalf of the Respondent.

**Request for Tender** or 'RFT' see 'Structure of Request for Tender' – Clause 3.

**Respondent** means any person lodging a Submission.

**Respondent's Submission Form** means the Respondent's Submission Form comprising Part 3 of the Request for Tender.

**RTI Act** means the *Right to Information Act 2009* (Qld).



**Specification** means the Specification comprising Part 2 of the Request for Tender, including any amendment or addition to the Specification.

**Standard Terms and Conditions** means the terms and conditions outlined in Part 4 of this Request For Tender.

**Submission** means a Respondent's Submission Form duly completed by the Respondent, including any templates or attachments to be completed and included in the Submission, and lodged in response to this Request for Tender.

**Supply Contract** has the same meaning as in the Standard Terms and Conditions

### 3 Structure of Request for Tender

The documents comprising the Request for Tender are, collectively:

Part 1 - Conditions of Tender (read and keep this part); and

Part 2 - Specification (read and keep this part); and

Part 3 - Respondents Submission Form which, when completed by the Respondent, comprises the Submission of the Respondent (complete and return this part); and

Part 4 Standard Terms and Conditions (read and keep this part); and

All parts of the Request for Tender must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of priority from document (a) to (d) as follows:

- (a) Conditions of Tender;
- (b) Specification;
- (c) Standard Terms and Conditions;
- (d) Respondent's Submission Form.

The Request for Tender is not an offer. The Request for Tender is an invitation for persons to submit an offer for the supply of the goods and services particularised in the Specification.

### 4 Term of Contract

The proposed term of the Contract is two years from the Contract Commencement Date.

Council reserves the right to extend this Contract for a period of 12 months at the end of the original two year Contract period. This extension is at the sole discretion of the Principal.

### 5 Register of pre-qualified suppliers

The Principal wishes to establish a register of pre-qualified suppliers pursuant to Section 232 of the *Local Government Regulation 2012* (Qld) for the supply and execution of the trade services as illustrated in the Specification. Suppliers will be assessed on their technical, financial, managerial capabilities and any other skills or requirements relevant to this register and necessary to perform contracts on time and in accordance with agreed deliverables.

A Respondent may lodge a Submission in relation to supplying one or more or all of the areas of services as outlined in the Specification. Should a Respondent supply /goods and services not outlined in the Specification, they should indicate the respective supply of goods and services and include them in the schedule of rates.

The Principal may, at its discretion, remove a Respondent from the register of pre-qualified suppliers because of the Respondents poor performance which may include but not be limited to;

- services not completed in accordance with time and / or location requirements;
- unsatisfactory level of communication between the Respondent and the Principal;
- non-compliance with invoicing requirements as outlined in Clause 14 of the Standard Terms and Conditions;
- non-compliance with quality requirements of goods and services in accordance with clause 7 of the Standard Terms and Conditions;
- non-compliance with WH & S requirements in accordance with work health and safety requirements under Clause 27 of the Standard Terms and Conditions;

Burdekin Shire Council – Tender – Supply of Trade Services – Conditions of Tender, part 1



- debts incurred by the Respondent to Burdekin Shire Council which remain outstanding for more than 60 days;
- over-servicing of works.

If the Principal removes a Respondent from the register of pre-qualified suppliers for any of these reasons, the Principal must give written notice to the Respondent.

The Principal reserves the right to procure one or more or all of the goods and services from a party or parties other than the Respondent or Respondents accepted by the Principal for the purposes of the establishment of the register of pre-qualified suppliers under this Request for Tender.

The Respondent acknowledges that acceptance by the Principal of a Submission submitted by the Respondent for the purposes of the establishment of the register of pre-qualified suppliers for this Request for Tender will not guarantee that the Principal will enter into a Contract with the Respondent for the supply of any goods and services.

## 6 Obtaining information

The Principal will provide the Respondent with the Request for Tender. No fee is payable for the supply of the Request for Tender.

A non-mandatory meeting will be held at the Burdekin Shire Council chambers at 145 Young St. Ayr at ??am / pm on the ?????????? to permit council to explain the purpose of the tender and prospective tenders to ask any questions they may have.

Any additional information required by a Respondent may be obtained from the Contact Person.

Respondents must not request information from, or seek to discuss the Request for Tender process with, any councillor or officer of the Principal other than the Contact Person.

The Principal will not be bound by any advice or information furnished by a councillor or officer of the Principal with respect to the Request for Tender.

Information provided to the Respondent by or on behalf of the Principal:

- will be provided for the convenience of the Respondent only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and
- is not warranted or represented by the Principal as accurate, correct or adequate.

If the Principal makes information available to a Respondent, the Principal reserves the right to distribute the information to each Respondent who has obtained a copy of the Request for Tender from the Principal.

If requested by the Principal, the Respondent must:

- provide further information relating to the Submission; and
- give a presentation at a time and place nominated by the Principal:
  - \* to demonstrate the Respondent's financial substance, technical capabilities and resources; and
  - \* to demonstrate its ability to comply with the terms and conditions of the Contract; and
  - \* in relation to anything else relevant to the Submission; and
- allow the Principal and its agents to inspect any facility or equipment the Respondent proposes to use in complying with the terms and conditions of the Contract; and
- authorize the Principal and its agents (in writing, if required) to contact any referee nominated by the Respondent; and
- authorize the Principal (in writing, if required) to obtain information about the Respondent, particularly information relevant to the Respondent's ability to discharge the responsibilities of the Contractor under the Contract, from any third party the Principal considers may be able to provide that information.

The Principal may provide information to Respondents in electronic format, in addition to the hard copy format.

Where there is an inconsistency between the information in the electronic format and the hard copy information, the latter prevails.



## 7 Respondent's conduct

The Respondent should not approach councillors or Council officers (other than the Contact Person) to discuss the Contract. Any approach or known evidence of canvassing, breach of confidentiality by a Respondent will be reported to the Principal's Chief Executive Officer. If a Respondent is found to have participated in any of these actions the Respondent may be considered in breach of these Conditions of Tender.

A Submission will not be considered if the Respondent or any of its employees or agents offers or gives anything to a councillor of the Principal, or any officer or agent of the Principal, as an inducement for the purpose of seeking to influence the manner in which the Submission is evaluated or the Contract awarded or engaged in collusion.

## 8 Responsibilities of Respondent

Before submitting its Submission, each Respondent must:

- carefully read and consider the Request for Tender and any other information made available by the Principal with respect to the Request for Tender and the process of tendering for the Contract; and
- read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Request for Tender; and
- inform itself of the nature of the obligations it must discharge under the Contract; and
- inform itself of the labour, plant and equipment and other items necessary, suitable or desirable to enable the Respondent to discharge its obligations under the Contract; and
- not rely upon information provided by or on behalf of the Principal; and
- independently verify any information provided by or on behalf of the Principal, and satisfy itself that the information is adequate and accurate; and
- satisfy itself that the information in its Submission is accurate and complete; and
- satisfy itself that its Submission complies in all respects with the requirements of the Conditions of Tender.

In evaluating submissions and determining with whom it will enter the Contract, the Principal will rely upon Respondents having complied with the requirements of this clause 8.

Failure to comply with any requirement in this clause will not relieve the Respondent of responsibility to complete the Contract in accordance with its terms and in particular, the price or rates accepted by the Principal.

The Principal will not be responsible for the payment of any expenses or losses incurred by the Respondent in:

- attending any briefing or site inspection; or
- preparing and lodging its Submission; or
- otherwise participating in the procurement process

## 9 Formal requirements

The Submission must be submitted in writing in the form of the "Tender Response Form" – part 3 of this document. If any additional information is required, the Principal will request it, in writing, from the Respondent. Any additional information sent with your Submission, which is not requested, may render your Submission non-conforming.

The Respondent's tender response form must be fully completed, and include all supporting documents and materials required by both these Conditions of Tender and the Respondent's tender response form.

**Note** – Only contractors operating as a company or other incorporated body will be accepted.

The Submission must contain the Respondent's:

- full name; and
- Australian Business Number; and
- address and email address for the service of notices.

If the Respondent operates as a firm, the Submission must contain:

- the full names and addresses of each member of the firm; and
- the business name under which the firm trades; and
- the firm's address and email address for the service of notices; and
- the firm's Australian Business Number.

If the Respondent is a corporation, the Submission must contain details of the corporation's:

- name; and
- business name (if applicable); and
- Australian Business Number; and
- registered office; and
- address and email address for the service of notices; and
- the name, telephone number, email address and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Submission.

If the Respondent is a consortium or a joint venture, the Submission must contain details of:

- the name of each member; and
- the structure of the consortium or joint venture, including the proposed managerial structure; and
- the role to be played by each member in complying with the terms and conditions of the Contract; and
- in the case of a consortium, the member who is to be the Principal Contractor on behalf of the consortium.

The Respondent's tender response form must be duly executed in a manner that binds the Respondent.

The Contract Price in the Submission must be:

- in Australian dollars; and
- unless otherwise specified in the Respondent's Tender response form, GST inclusive.

A Respondent must provide 2 executed copies of its Submission (one to be marked "ORIGINAL" and the other to be marked "COPY".) Any brochure or pamphlet which forms part of a Submission must be attached to both the original and each copy of the Submission. If the additional information submitted was not requested and is deemed unnecessary it may render your Submission non-conforming.

The Respondent must:

- securely attach (for example, by bulldog clip), but not bind or staple, the original of its Submission; and
- bind each copy of its Submission; and
- number consecutively each page of its Submission; and
- include an index in the Submission.

The identity of the Respondent is fundamental to the Principal. For the purposes of a Respondent's Submission, the Respondent is the person, persons, corporation or corporations:

- who is named as the Respondent in the Submission; and
- who has duly executed the Submission in a manner that binds the Respondent.

Burdekin Shire Council – Tender – Supply of Trade Services – Conditions of Tender, part 1

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## 10 Conforming and non-conforming submissions

The Principal may, but will not be obliged to consider any Submission that does not comply with the requirements of these Conditions of Tender.

A Submission may be considered as non-conforming if the Respondent has failed to supply any of the information required by the Conditions of Tender, does not comply with any of the requirements of the Conditions of Tender or has been lodged subject to any condition or qualification.

If a non-conforming Submission is submitted it must be accompanied by a conforming Submission and a clear summary of all points of difference between the non-conforming Submission and the conforming Submission. The non-conforming submission must contain a detailed cost breakdown and final cost for the proposal.

## 11 Lodgement of Submission

Each Submission must be submitted in a sealed envelope, addressed to:

Tender Box – Attention Mr G. Keane  
Chief Executive Officer  
Burdekin Shire Council  
145 Young Street  
Ayr QLD 4807

and clearly marked with the number and title of the tender as shown on the front cover of the Conditions of Tender.

Submissions must be lodged in the container marked "Tender Box" at:

Burdekin Shire Council  
Council Chamber  
145 Young Street  
Ayr QLD 4807

The Principal may extend the Closing Time at its discretion.

The Principal reserves the right to consider a Submission which is not in the tender box by the Closing Time if, in the opinion of the Principal, the tender was in transit and under normal circumstances should have been delivered to the tender box prior to the Closing Time.

A Submission will not be accepted if it is submitted electronically, by email or facsimile.

A Respondent must not alter or add to Respondent's Tender response form unless required by the Conditions of Tender.

A Submission is irrevocable for 90 days after the Closing Time.

The period above may be extended by mutual agreement between the Respondent and the Principal.

Each Submission constitutes an offer by the Respondent to the Principal to comply with the terms and conditions of the Contract.

## 12 Opening of Submissions

Submissions will be opened after the Closing Time.

Submissions will not be opened publicly.



### 13 Tender evaluation process

Submissions will be evaluated by reference to the sound contracting principles in Section 104 of the *Local Government Act 2009* (Qld), namely:

- value for money; and
- open and effective competition; and
- the development of competitive local business and industry; and
- environmental protection; and
- ethical behaviour and fair dealing,

and each Supplier will be assessed to determine if it has the technical, financial and managerial capacity to perform Supply Contract on time and in accordance with agreed requirements.

Each Submission will be evaluated using the information provided in the Respondent's tender response form and other information which Council reasonably considers to be relevant in determining which tender is most advantageous to it.

If a Respondent's tender response form for a Submission is not fully completed or does not include all supporting documents and materials required by the Conditions of Tender or the Respondent's tender response form, the Submission may be rejected.

In evaluating Submissions, the Principal may:

- require presentations from Respondents; and
- conduct interviews with Respondent's staff and subcontractors; and
- contact Respondents' referees; and
- investigate a Respondent's structure and management, and that of any relevant subsidiary or related corporation; and
- make its own assessment of the Respondent's ability to comply with the terms and conditions of the Contract at the tendered price; and
- verify that the Respondent holds all necessary permits, licences, approvals and certifications necessary to enable it lawfully to comply with the terms and conditions of the Contract.

Respondents must give the members of the evaluation panel of the Principal any cooperation and assistance reasonably requested of them to facilitate consideration of their Submissions.

Compliance criteria for the Request for Tender are specified in Item 3.1 of the Respondent's tender response form. Each Submission will be assessed on a Yes/No basis as to whether each of the compliance criterion is satisfied by the Respondent or not. If a Submission is assessed as "No" in respect of a criterion, the Submission may be rejected.

Qualitative criteria for the Request for Tender are specified in Item 3.2 of the Respondent's tender response form. This information is utilised by the Principal in the evaluation of all Submissions. Each Respondent must address each of the qualitative criteria specified in Item 3.2 of the Respondent's tender response form. If a Respondent fails to address any of the qualitative criteria in Item 3.2 of the Respondent's tender response form, its Submission may be rejected.

### 14 Clarifications and variations

The Principal may issue to Respondents before the Closing Time:

- additional information; and
- information clarifying or correcting information previously provided,

to assist them in preparing their Submissions.

If the Principal issues information to Respondents under this clause, each Respondent must take the information into account in the preparation of its Submission.

After the Closing Time, the Principal may (without limiting its options):

- request clarification or further information from any Respondent; and
- invite all Respondents to change their Submissions in response to an alteration to the Specification or any of the terms and conditions of the Contract; and
- negotiate with one or more Respondents upon any aspect of their Submissions.

## 15 Confidentiality

The Respondent:

- acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times the property of the Principal; and
- must not use the Confidential Information for any purpose other than preparing its Submission; and
- must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent that) copying is necessary to enable it to prepare its Submission; and
- must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Submission to be prepared; and
- must obtain the Principal's written consent before disclosing Confidential Information to a person other than a Relevant Person.

The consent of the Principal to disclosure of the Confidential Information by the Respondent may be given or withheld on such terms and conditions as the Principal considers appropriate.

The Respondent's obligation under this clause continues after closure of tenders, establishment of the register of pre-qualified suppliers and award of the Contract (if any).

The Principal reserves the right to retrieve from a Relevant Person any Confidential Information held by that person, subject to the Principal having given written notice to the Respondent in writing that the Relevant Person is to be denied access to the Confidential Information.

Failure or delay by the Principal in enforcing strict compliance with this clause or pursuing a remedy under this clause will not constitute a waiver or implied variation of the entitlement or remedy.

This clause will not apply to an item of Confidential Information where the Respondent can establish that:

- the item has been transferred to the public domain through no fault of the Respondent; or
- the item was already in the Respondent's possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal; or
- it has received from the Principal written notification that the Principal no longer requires the Respondent to keep the item confidential.

## 16 Acceptance of Submission

The Principal will not be bound to accept the lowest or any Submission.

The Principal may accept a Submission from a Respondent by giving written notice in the form of a Letter of Acceptance to the Respondent who submitted the Submission to the Principal.

The Contract will not come into existence until the Principal has given written notice in the form of a Letter of Acceptance to the Respondent.

When the Contract comes into existence the Respondent becomes the Contractor for the purposes of the Standard Terms and Conditions.

The Principal reserves the right to accept a Submission in part or in whole.



## 17 Right to information and disclosure

The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including Local Governments).

The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest.

Information provided by the Respondent is potentially subject to disclosure to third parties pursuant to the RTI Act.

If disclosure under the RTI Act, or general disclosure of information provided by the Respondent, would be of substantial concern to the Respondent, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, including Personal Information, this should be indicated by the Respondent in its Submission. The Principal cannot guarantee that any information provided by the Respondent will be protected from disclosure under the RTI Act.

The Respondent must familiarise itself with the relevant provisions of the RTI Act dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.

The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the RTI Act.

The Principal reserves the right to disclose, by publication by means of media of its choosing upon award of any Contract details of the name and address of the Contractor, a description of the relevant goods and services, the commencement date of the Contract and the Contract Price or value.

## 18 Ownership of Submissions

Each Respondent's tender response form (including all supporting documentation and materials submitted by a Respondent as part of, or in support of, a Submission) becomes the property of the Principal on Submission and will not be returned to the Respondent.

However, the Respondent shall retain copyright and other intellectual property rights in respect of the Submission except to the extent specified in the Contract.

The Principal may reproduce the Submission for the purposes of evaluation.

## 19 Information privacy

The Principal is bound by the provisions of the *Information Privacy Act 2009* (Qld).

By submitting a Submission, the Respondent warrants that it has obtained the consent of each individual whose Personal Information is included in the Submission for:

- (a) the inclusion of their Personal Information in the Submission; and
- (b) the use of the Personal Information by the Principal for the purpose of evaluating and awarding the tender; and
- (c) the disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting the Principal with the evaluation of the Submission.

The Respondent must indemnify the Principal against any claim, damage or loss (including legal costs and expenses) that the Principal may incur as a consequence of a breach by the Respondent of the warranty above.

Any Personal Information exchanged between the Respondent and the Principal must be dealt with in accordance with the *Information Privacy Act 2009* (Qld).

The Respondent must immediately notify the Principal upon becoming aware of any breach of this clause.

## 20 Standard Terms and Conditions

The Respondent consents to abide by the Standard Terms and Conditions (Part 4 of this tender) in the provision of these goods and services.



**Burdekin**  
**Shire Council**

## Specification

Request for tender (RFT) – Register of pre-qualified suppliers	Supply of Electrical Trade Services
Closing time	12.00 noon on xxxx 2016
RFT number	Contract TBSC/16/



## 1 Introduction

The following list represents the categories of trades and services sought by the Principal. For the avoidance of doubt:

- (a) the list includes, for each category, examples of the goods and services that the Principal would expect the respondent to be able to supply within the category; and
- (b) the goods and services which the respondent is expected to supply within a category should include, without limitation, the examples specified for the category.

The categories are based on the supply of goods and services for building repairs and maintenance, new installations and minor project works.

The respondent should complete its tender response on an hourly rate basis with materials charged in addition. Qualification of charges (if any) should be detailed in the Respondent's Submission.

## 2 Background information

Council is governed by the *Local Government Act 2009 (Qld)*, with numerous regulatory responsibilities devolved to it by the State Government.

The Council raises its revenue from rates levied against residential and commercial properties, and spend those resources on delivering a wide variety of quality services to its diverse communities. Some of the primary services include waste management, recycling, water supply, sewerage reticulation, road construction and maintenance, parks and gardens, swimming pools, libraries, community halls, animal management, regulated parking, town and strategic planning, environmental management, sport and recreation facilities, drainage, flood mitigation, disaster and emergency management.

The intent of this contract is to provide Council with easy access to professional suppliers to supply trade services.

## 3 Trade services categories

- 3.1 Electrical General** – General Electrical Works;
- 3.2 Electrical Industrial** – Switchboard Manufacturing for Sewage Pump Stations, Waste Water Treatment Plants and Water Treatment Plants; PLC Installation / Programming; Industrial Wiring and Controls, Maintenance and fault finding.
- 3.3 Air Conditioning** – Purchase and Installation of new or replacement Air Conditioning units – Excluding Air Conditioning Maintenance.



**Burdekin  
Shire Council**

## Tender Response Form

Request for tender (RFT) – Register of pre-qualified suppliers	Supply of Electrical Trade Services – Electrical General, Electrical Industrial and Air Conditioning.
Closing time	12 noon on xxxx 2016
RFT number	TBSC/16/
Respondent	

# 1 Tender response

To: The Chief Executive Officer  
Burdekin Shire Council  
PO Box 974  
Ayr QLD 4807

Please complete this form in block letters

Full name/s of Respondent	
Street address of Respondent (For service of notices)	
Location of head office	
Location of outlet/depot/local office	
Number of staff employed Head office and local office	
ABN of Respondent	
ACN of Respondent	
Telephone number of Respondent	
Facsimile number of Respondent	
Postal address of Respondent (For service of notices)	
Email address of Respondent	
Natural person authorised to represent the Respondent (If the Respondent is a corporation)	
Details of registrations and licenses held by the Respondent and relevant to the supply and execution of the goods and services	

In response to tender TBSC/16/\_\_\_ Register of pre-qualified suppliers - Supply of Electrical Trade Services

The Respondent offers to supply the goods and services detailed in:

- (a) the request for tender and in particular the specification; and
- (b) the addenda issued after the date of issue of the request for tender as listed below,

in accordance with the contract and the representations of the Respondent contained in this tender response and all attachments to this tender response.

Addendum number

Addendum date

Subject of addendum

.....  
 .....  
 .....

(Insert particulars of all addenda issued by the principal)

This tender response (including the prices in item 3.3, Price information) is irrevocable for 90 days after the closing time unless extended by mutual agreement between the Respondent and the principal.

All terms used in this tender response bear the meanings assigned to them in the conditions of tender, specification, general conditions of contract and special conditions of contract, as the case may be.

**This tender response is dated the**

**day of**

**20**

**Please tick appropriate**

Corporation

☐

Corporation but does not execute under a common seal

☐

Corporation but does not execute under a common seal and has a sole director/secretary

☐

Company

☐

Authority to sign by

.....  
.....

)

)

Print name  
in the presence of:

)

)

Signature

.....

Witness

.....

Name of Witness (print)

Authority to sign by

.....  
.....

)

)

Print name  
in the presence of:

)

)

Signature

Witness

.....

Name of Witness (print)



## 2 Checklist

The following checklist has been provided to assist the Respondent with completion and submission of its Tender. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment. All attachments must be clearly marked with the relevant paragraph number (e.g. "2.1 – Organisational profile").

All pages within Part 3 must be completed and returned to the principal as they form part of the Respondent's tender response.

### 2.1 Organisational profile

Attach a copy of the Respondent's organisational structure and provide background information on the Respondent and label it "2.1 – Organisational profile".	"Organisational profile"	Tick attached if <input type="checkbox"/>
If corporations are involved, attach their current ASIC company extracts search including latest annual return and label it "2.1 – ASIC Company extracts".	"ASIC company extracts"	Tick attached if <input type="checkbox"/>

### 2.2 Referees

Attach details of the Respondents' referees, and label it "2.2 – Referees". The Respondent should give examples of work provided for its referees where possible.	"Referees"	Tick attached if <input type="checkbox"/>
---	------------	--

### 2.3 Agents

Is the Respondent acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of the Respondent's principal and label it "2.3 – Agents".	"Agents"	Tick attached if <input type="checkbox"/>

### 2.4 Trusts

Is the Respondent acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "2.4 – Trusts":	"Trusts"	Tick attached if <input type="checkbox"/>
(a) give the name of the trust and include a copy of the trust deed (and all related documents); and (b) provide the names and addresses of all beneficiaries of the trust.		

### 2.5 Subcontractors

Does the Respondent intend to subcontract any of the obligations of the contractor under the contract?	Yes / No	
If Yes, in an attachment labelled "2.5 – Subcontractors" provide details of the subcontractor(s) including:	"Subcontractors"	Tick attached if <input type="checkbox"/>
(a) the name, address and the number of people employed; and (b) the obligations that will be subcontracted.		

**2.6 Conflict of interest**

Will any actual or potential conflict of interest in the performance of the Respondents' obligations under the contract exist if the Respondent is awarded the contract, or are any such conflicts of interest likely to arise during the contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "2.6 – Conflict of interest".	"Conflict of interest"	of Tick attached if <input type="checkbox"/>

**2.7 Financial position**

Is the Respondent presently able to pay all its debts in full as and when they fall due?	Yes / No	
Is the Respondent currently engaged in litigation as a result of which it may be liable for \$50,000.00 or more?	Yes / No	
If the Respondent is awarded the contract, will it be able to fulfil the obligations of the contractor under the contract from its own resources or from resources readily available to it and remain able to pay all of its debts in full as and when they fall due?	Yes / No	
In order to demonstrate the Respondent's financial ability to undertake the contract, in an attachment labelled "2.7 – Financial position" include a profit and loss statement and the latest financial return for the Respondent and each of the other proposed contracting entities, together with a list of financial referees from its bank and/or accountant.	"Financial position"	Tick attached if <input type="checkbox"/>

**2.8 Quality assurance**

Does the Respondent have any documented quality assurance or quality management systems?	Yes / No	
If the Respondent proposes to subcontract, does its subcontractor have a "third party" quality management system in place?	Yes / No	
Supply evidence or details of the Respondent's quality assurance position and where relevant of its supplier's or subcontractor's position, in an attachment labelled "2.8 – Quality assurance".	"Quality assurance"	Tick attached if <input type="checkbox"/>

**2.9 Electronic copies of tender**

The Respondent is not required to provide an electronic copy of the Submission.	
The Respondent has provided an electronic copy of the Submission?	Yes / No

**2.10 Goods and services tax**

Is the Respondent registered or required to be registered under the GST Act?	Yes / No
--	----------



### 2.11 Non-conforming submissions

Has the Respondent lodged a conforming submission?	Yes / No	
If yes, and this submission is a non-conforming submission, has the Respondent prepared and lodged with this submission, a clear summary of all points of difference between this submission and the conforming submission in an attachment labelled "2.11 – Non-conforming submission summary"?	Yes / No	
	"Non-conforming submission summary"	Tick attached if <input type="checkbox"/>

### 2.12 Occupational safety and health

Respondents must complete Appendix A "Respondent's safety record" and submit it marked "Respondent's safety record".	"Respondent's safety record"	Tick attached if <input type="checkbox"/>
Respondents must complete Appendix B "Contractor's occupational health and safety management system questionnaire" and submit it marked "Contractor's occupational health and safety management system questionnaire".	"Contractor's health & safety questionnaire"	Tick attached if <input type="checkbox"/>

## 3 Selection criteria

### 3.1 Organisational profile

Please select with a yes or no whether the Respondent has complied with the following compliance criteria:

Description of compliance criteria	
(a) Compliance with the specification contained in the request for tender.	Yes / No
(b) Compliance with the conditions of tender.	Yes / No
(c) Compliance with lodgement of this tender response by the closing time.	Yes / No
(d) Compliance with and completion of Item 3.3 Price information.	Yes / No
(e) Local agent/dealer	Yes / No

### 3.2 Qualitative criteria

Before responding to the following qualitative criteria, Respondents must note the following:

All information relevant to the Respondents' answers to each criterion must be contained within its tender response;

Respondents are to assume that the evaluation panel has no previous knowledge of the Respondent's organisation, its activities or experience;

Respondents must provide full details for any claims, statements or examples used to address the qualitative criteria; and

Respondents must address each issue outlined within a qualitative criterion.

**Part 3**
**Complete and return this part**

<p><b>A) Relevant experience</b></p> <p>Describe the Respondent's experience in completing /supplying similar goods and services. Respondents must, as a minimum, address the following information in an attachment and label it "3.2 – Relevant experience":</p> <p>Provide details of similar work; and</p> <p>Detail the scope of the Respondent's involvement including details of outcomes; and</p> <p>Provide details of issues that arose during the project and how these were managed; and</p> <p>Demonstrate sound judgement and discretion; and</p> <p>Demonstrate competency and proven track record of achieving outcomes.</p>	<b>Weighting 10%</b>	
	<p>"Relevant experience"</p>	<p>Tick attached if <input type="checkbox"/></p>
<p><b>B) Key personnel skills and experience</b></p> <p>Respondents should provide as a minimum in an attachment labelled "3.2 – Key personnel" information of proposed personnel to be allocated to this project, including:</p> <p>Their role in the performance of the contract; and</p> <p>Curriculum vitae; and</p> <p>Membership of any professional or business association; and</p> <p>Qualifications, with particular emphasis on experience of personnel in projects with a similar requirement; and</p> <p>Any additional relevant information.</p>	<b>Weighting 5%</b>	
	<p>"Key personnel"</p>	<p>Tick attached if <input type="checkbox"/></p>
<p><b>C) Respondents' resources available for this submission</b></p> <p>Respondents should demonstrate their ability to supply and sustain the necessary:</p> <p>Plant, equipment and materials; and</p> <p>Any contingency measures or back up of resources including personnel (where applicable).</p> <p>As a minimum, Respondents should provide a current commitment schedule and plant/equipment schedule in an attachment and label it "3.2 – Respondents' resources".</p>	<b>Weighting 5%</b>	
	<p>"Respondents' resources"</p>	<p>Tick attached if <input type="checkbox"/></p>
<p><b>D) Demonstrated understanding</b></p> <p>Respondents should detail the process they intend to use to achieve compliance with the requirements of the specification, including:</p> <p>A project schedule/timeline (where applicable); and</p> <p>The process for the delivery of the goods and services; and</p> <p>Training processes (if required); and</p> <p>A demonstrated understanding of the scope of work.</p> <p>Supply details and provide an outline of the Respondent's proposed methodology in an attachment labelled "3.2 – Demonstrated understanding".</p>	<b>Weighting 5%</b>	
	<p>"Demonstrated understanding"</p>	<p>Tick attached if <input type="checkbox"/></p>



**Part 3****Complete and return this part**

<p>E) Local business</p> <p>Respondents should in an attachment labelled "3.2 – Demonstrated Local Business" detail their presence in the Burdekin Shire Council area, including;</p> <ul style="list-style-type: none"> <li>* Local supplier;</li> <li>* Local service facility;</li> <li>* Knowledge of the Burdekin region and the operation of Burdekin Shire Council.</li> </ul>	Weighting 12%	
	"Local business"	Tick attached if <input type="checkbox"/>

F) Price	53%
----------	-----

G) Response Time	10%
------------------	-----

**3.3 Price information.****Price schedule**

This tender response categorises the goods and services by reference to 3 individual categories each of which identifies a particular trade service.

The Respondent may tender for 1 or more of the 3 categories. If a Respondent wants to tender for a category, the Respondent must mark the relevant boxes on the category listing page then complete a schedule of rates for each category indicated.

For example, if the Respondent wants to tender for Electrical General and Electrical Industrial, the Respondent must tick the boxes for 3.1 **AND** 3.2 then complete a separate schedule of rates for each.

If the Respondent only wishes to tender for Electrical General, **ONLY** tick the box for 3.1 and complete one schedule of rates.

For any of the above scenarios, the Respondent **MUST** complete **ALL** sections of this Tender response form, and supply **ALL** documentation required, to be eligible for assessment as conforming.

Where the tenderer is prepared to offer a discount on recommended Retail Prices for Parts and Materials the tenderer shall enter the percentage discount offered in the "SCHEDULE OF RATES".

**Note: At Burdekin Shire Council's discretion a breakdown of costs may be requested for any quotation supplied under this contract.**

<b>Trade services categories</b>	<b>x</b>
<b>3.1 Electrical General</b> – General Electrical Works;	
<b>3.2 Electrical Industrial</b> – Switchboard Manufacturing for Sewage Pump Stations, Waste Water Treatment Plants and Water treatment Plants; PLC Installation / Programming; Industrial Wiring and Controls, maintenance and fault finding;	
<b>3.3 Air Conditioning</b> – Purchase and Installation of new or replacement Air Conditioning units – Excluding Air Conditioning Maintenance.	

**SCHEDULE OF RATES**

Category	Trades Person	Trades Assistant	Labourer / Unskilled
3.1 Electrical General.	No. of trades people _____	No. of trades assistants _____	No. of labourers / unskilled staff _____

Parts and Materials - Percentage Discount offered below Recommended Retail.....%

Burdekin Workforce District <i>A Site located in</i>	Normal rate per hour for a trades person (inclusive of GST)	Normal rate per hour for a trades assistant (inclusive of GST)	Normal rate per hour for a labourer / unskilled staff (inclusive of GST)
Ayr			
Brandon			
Home Hill			
Mt Kelly			
Alva Beach			
Giru			

Emergency Response Period <i>To a Site located in</i> (0.5 or more hours)	Ayr	Brandon	Home Hill	Mt Kelly	Alva Beach	Giru

The Respondent will supply and execute After Hours Call-Out Services	Yes *		No *	
After Hours Call-Out Service Charge	\$ (incl. of GST)			
Minimum After Hours Call-Out Service Period (1 or more hours)	Hour/s			

\* Tick response.

**SCHEDULE OF RATES**

Category	Trades Person	Trades Assistant	Labourer / Unskilled
3.2 Electrical Industrial.	No. of trades people  _____	No. of trades assistants  _____	No. of labourers / unskilled staff  _____

Parts and Materials - Percentage Discount offered below Recommended Retail.....%

Burdekin Workforce District <i>A Site located in</i>	Normal rate per hour for a trades person (inclusive of GST)	Normal rate per hour for a trades assistant (inclusive of GST)	Normal rate per hour for a labourer / unskilled staff (inclusive of GST)
Ayr			
Brandon			
Home Hill			
Mt Kelly			
Alva Beach			
Giru			

Emergency Response Period <i>To a Site located in</i>	Ayr	Brandon	Home Hill	Mt Kelly	Alva Beach	Giru
(0.5 or more hours)						

The Respondent will supply and execute After Hours Call-Out Services	Yes *		No *	
After Hours Call-Out Service Charge	\$ (incl. of GST)			
Minimum After Hours Call-Out Service Period (1 or more hours)	Hour/s			

\* Tick response.



**SCHEDULE OF RATES**

Category	Trades Person	Trades Assistant	Labourer / Unskilled
3.3 Air Conditioning.	No. of trades people _____	No. of trades assistants _____	No. of labourers / unskilled staff _____

Parts and Materials - Percentage Discount offered below Recommended Retail.....%

Burdekin Workforce District <i>A Site located in</i>	Normal rate per hour for a trades person (inclusive of GST)	Normal rate per hour for a trades assistant (inclusive of GST)	Normal rate per hour for a labourer / unskilled staff (inclusive of GST)
Ayr			
Brandon			
Home Hill			
Mt Kelly			
Alva Beach			
Giru			

Emergency Response Period <i>To a Site located in</i>	Ayr	Brandon	Home Hill	Mt Kelly	Alva Beach	Giru
(0.5 or more hours)						

The Respondent will supply and execute After Hours Call-Out Services	Yes *		No *	
After Hours Call-Out Service Charge	\$ (incl. of GST)			
Minimum After Hours Call-Out Service Period (1 or more hours)	Hour/s			

\* Tick response.

## 4 WORKFORCE DISTRICTS

The local government area of the Principal is divided into 6 workforce districts and in particular:

- (a) Ayr;
- (b) Brandon;
- (c) Home Hill;
- (d) Mt Kelly;
- (e) Alva Beach;
- (f) Giru.

The Ayr District comprises all Council buildings and facilities, water supply and sewage facilities in the town of Ayr, Ayr water treatment plant and Ayr/Brandon wastewater treatment plant.

The Brandon District comprises all Council buildings and facilities, water supply and sewage facilities in the town of Brandon.

The Home Hill District comprises all Council buildings and facilities, water supply and sewage facilities in the town of Home Hill, including the Home Hill wastewater treatment plant on Bojack Road.

The Mt Kelly District comprises the Mt Kelly water supply pump station on the Ayr/Dalbeg Road and the break tank and reservoir at My Kelly.

The Alva Beach District shall comprise the facilities within the township of Alva Beach and chlorination facilities on the way to Alva Beach.

The Giru Area comprises all Council buildings, facilities and water supply facilities in the town of Giru.

## 5 Insurance coverage

The insurance requirements for this request for tender are stipulated in the Conditions of contract. Respondents must supply evidence of their insurance coverage (including copies of certificates of currency) for every type of insurance specified below.

### Workers compensation

(if applicable) Policy number .....

Expiry date .....

### Public & product liability

#### Insurance

(\$20,000,000 Minimum) Insurance Company .....

Policy number .....

Expiry date .....

Cover amount for any  
One occurrence .....

### Professional indemnity

#### Insurance

(if applicable) Insurance Company .....

Policy number .....

Expiry date .....

Cover amount for any  
One occurrence .....

### Other Insurance

(if applicable) Insurance Company .....

Insurance type .....

Policy number .....

Expiry date .....

[illegible]



## Appendix B - Contractor's occupational health and safety management system questionnaire

This questionnaire forms part of the principal's tender evaluation process and is to be completed by Respondents, submitted with their Tenders and labelled as "contractor's Occupational Health and Safety Management System Questionnaire". The objective of the questionnaire is to provide an overview of the status of the Respondent's safety management system. Respondents may be required to verify the responses noted in the questionnaire by providing evidence of their ability and capacity in relevant matters.

OHS Policy and Management

Yes

No

Does the Respondent have a written health and safety policy?

☐

☐

If Yes, provide a copy of the policy.

Comments

Does the Respondent have an OHS Management System?

☐

☐

If Yes, provide details.

Is the OHS Management System audited or reviewed on a regular basis?

☐

☐

If Yes, provide details of last audit and outcomes.

Does the Respondent have an OHS organisation chart?

☐

☐

If Yes, provide a copy.

Comments

Are health and safety responsibilities clearly identified for all employees?

☐

☐

If Yes, provide details.

Are line managers held accountable for health and safety performance?

☐

☐

If Yes, provide details.

**Part 3****Complete and return this part**

Safe Work Practices and Procedures

Yes

No

Has the Respondent prepared safe operating procedures or specific safety instructions relevant to its operations? ☐ ☐

If Yes, provide a summary listing of procedures or instructions.

Comments

Are safe operating procedures or specific safety instructions issued to employees? ☐ ☐

If Yes, please explain how this is done.

Does the Respondent have any permit to work systems? ☐ ☐

If Yes, provide a copy of a standard incident report form.

Which personnel of the Respondent are responsible for investigating incidents?

Do incident reports contain prevention recommendations? ☐ ☐

Who is responsible for implementing remedial measures recommended?

Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the Respondent? ☐ ☐

If Yes, provide details.

Are there procedures for storing and handling hazardous substances? ☐ ☐

If Yes, provide details.

Are there procedures for assessing and controlling risks associated with manual handling? ☐ ☐

If Yes, provide details.

## Occupation Safety and Health

Yes

No

Describe how safety and health training is conducted by the Respondent?

Provide a summary or examples of safety and health training courses provided for, or undertaken by employees during the past 12 months.

Is a record maintained of all training and induction programs undertaken for employees of the Respondent? ☐ ☐

If Yes, provide examples of safety training records.

Provide details of any safety induction programs for employees and or/sub contractors of the Respondent.

## Safety and Health Workplace Inspection

Are regular health and safety inspections at work sites undertaken? ☐ ☐

If Yes provide details.

Is a standard workplace inspection checklist used to conduct health and safety inspections? ☐ ☐

If Yes, provide details or examples.

Who normally completes workplace safety and health inspections?

How are workplace safety and health inspection reports dealt with?

**Part 3****Complete and return this part**

Is there a procedure by which employees can report hazards at workplaces? ☐ ☐

If Yes, provide details.

Safety and Health Consultation Yes ☐ No ☐

Is there a workplace safety committee? ☐ ☐

If Yes, provide details.

Are there guidelines on procedures governing the safety committee operation? ☐ ☐

Are there employee elected health and safety representatives ☐ ☐

If Yes, provide details.

Does the Respondent have a company safety officer? ☐ ☐

Comments

#### Safety and Health Performance Monitoring

Is there a system for recording and analysing safety performance statistics? ☐ ☐

If Yes, provide details.

Is safety performance on the agenda for management meetings? ☐ ☐

If Yes, provide details.

Is senior management involved in the analysis of safety performance statistics? ☐ ☐



Has the Respondent ever been convicted of an occupational health and safety offence ☐ ☐

If Yes, provide details.



**Burdekin  
Shire Council**

## Standard Terms and Conditions

Request for tender (RFT) – Register of pre-qualified suppliers	Supply of Electrical Trade Services – Electrical General, Electrical Industrial and Air Conditioning.
Closing time	12.00 noon on xxxx 2016
RFT number	TBSC/16/

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## 1. Construction of contract

- 1.1 A reference to a party to the Contract includes:
- (a) in the case of a natural person, that person and his/her personal representatives and assigns (transferees); and
  - (b) in the case of a corporation, the corporation, its successors and assigns (transferees).
- 1.2 Where a party is composed of 2 or more persons, each item of agreement by the party binds:
- (a) all of those persons collectively; and
  - (b) each of them as an individual.
- 1.3 A reference to:
- (a) the singular includes the plural, and vice versa;
  - (b) a gender includes each other gender;
  - (c) a person includes a corporation, a firm, and a voluntary association;
  - (d) an Act includes an Act that amends, consolidates or replaces the Act;
  - (e) a section or other provision of an Act includes a section or provision that amends, consolidates or replaces the section or provision;
  - (f) money is a reference to Australian dollars and cents;
  - (g) a time of day is a reference to Australian Eastern Standard Time;
  - (h) a document includes, but is not limited to, any drawing, specification, material, record or other means by which information can be stored or reproduced.
- 1.4 Clause headings exist for convenience only and are to be disregarded when interpreting the Contract.
- 1.5 All information delivered as part of the Goods and/or Services supplied under the Contract must be written in English. Where any document is a translation into English, the translation must be accurate.
- 1.6 If a provision of the Contract is void, voidable, illegal or unenforceable, the provision will be deemed deleted from the Contract.

## 2. Definitions

- 2.1 In the Contract, except where the context otherwise requires:

**Act** means an Act passed by the Commonwealth Parliament or the Queensland Parliament and includes subordinate legislation under an Act.

**Authorised Officer** see clause 32.1.

**Clause** means a clause of the Contract.

### **Contract**

- (a) means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between Council and the Supplier; and
- (b) if the Specification is partially or completely verbal – includes the verbal component of the Specification.

**Contract Commencement Date** means the date specified as the Contract Commencement Date in the Letter of Acceptance.

**Contract Material** means New Contract Material and Existing Contract Material.

Burdekin Shire Council – Tender – Supply of Trade Services – Council's Standard Terms and Conditions, part 4



**Contract Price** means:

- (a) where payment is to be made on a lump sum basis, the sum which is stated in the Contract to be payable to the Supplier for the supply of the Goods and/or Services by the Supplier and the performance of the obligations of the Supplier under the Contract; and
- (b) where payment is to be made on a schedule of rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the schedule of rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the schedule of rates; and
- (c) where payment is to be made on a lump sum and a schedule of rates basis, the aggregate of the sums referred to in paragraphs (a) and (b), but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

**Council** means Burdekin Shire Council.

**Defective Goods and/or Services** see clause 10.1.

**Dispute Notice** see clause 22.2.

**Existing Contract Material** means any material that exists at the commencement of the Contract and which is provided in connection with the Contract.

**NQROC** means North Queensland Region of Councils

**Force Majeure** means anything outside the control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, and acts (including laws, regulations, disapprovals or failures to approve) of any statutory authority.

**Goods and/or Services** means the goods, services, tasks, work and requisites the subject of the Contract which are more particularly described in the Specification including all variations to the goods, services, tasks, work and requisites provided for by the Contract or such of them as shall be described in the Purchase Order.

**GST** means the goods and services tax under the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation.

**Intellectual Property Rights** means all copyright, patents and all rights in relation to inventions, trademarks and designs or any rights to registration of such rights, whether created before, on or after the date of the Contract.

**Letter of Acceptance** means a letter from Council to the Supplier advising the Supplier of Council's acceptance of the offer.

**Moral Rights** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before commencement of the Contract or which may come into existence on or after the date of the Contract.

**New Contract Material** means any material provided in connection with the Contract that is created, written or otherwise brought into existence by or on behalf of the Supplier in the course of performing the Contract.

**Offer**

- (a) means the offer submitted to Council by the Supplier to provide the Goods and/or Services and, if applicable, as amended in writing by any post offer negotiations; and
- (b) if the Supplier's offer is partly or completely verbal – includes the verbal component of the offer.

**Personal Information** has the meaning given in the *Information Privacy Act 2009* (Qld).

**Purchase Order** means the Purchase Order for the Goods and/or Services placed by Council with the Supplier under the terms of the Contract.

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**Site** means the land and other places specified in a Purchase Order which are to be made available to the Supplier by Council (if any) for the purposes of the supply and execution of goods and services under the Contract.

**Specification**

- (a) means the specification for the Goods and/or Services delivered by Council to the Supplier; and
- (b) if the Specification is partly or completely verbal – includes the verbal component of the Specification; and
- (c) if Council delivers a written request for quotation to the Supplier – includes the written component of the request for quotation that specifies or describes the Goods and/or Services.

**Standard Terms and Conditions** means these Standard Terms and Conditions.

**Supplier** means the party whose offer to supply the Goods and/or Services is accepted by Council.

**Supply Contract** means a Contract formed under clause 6 (if any).

**Term** means the period for which the Contract will be in effect as specified in clause 4, including any period of extension under clause 4.

### 3. Register of Pre-qualified Supplier

- 3.1 Subject to the terms of this Contract, the Supplier is appointed as a Pre-qualified Supplier of services described in the Specification for the following trade services categories:
- (a) Electrical General – General Electrical Works.
  - (b) Electrical Industrial – Switchboard Manufacturing for Sewage Pump Stations, Waste Water Plants and Water Treatment Plants; PLC Installation / Programming; Industrial Wiring and Controls, Maintenance and fault finding.
  - (c) Air Conditioning – Purchase and Installation of new or replacement Air Conditioning units – Excluding Air Conditioning Maintenance.
- 3.2 The Principal may, at its discretion, remove the Supplier from the register of pre-qualified suppliers because of the Suppliers poor performance which may include but is not limited to;
- (a) services not completed in accordance with time and/or location requirements;
  - (b) unsatisfactory level of communication between the Supplier and the Principal;
  - (c) non-compliance with invoicing requirements as outlined in clause 14 of the Standard Terms and Conditions;
  - (d) non-compliance with quality requirements of goods and services in accordance with clause 7 of the Standard Terms and Conditions;
  - (e) non-compliance with WH & S requirements in accordance with work health and safety requirements under clause 27 of the Standard Terms and Conditions;
  - (f) debts incurred by the Supplier to Burdekin Shire Council which remain outstanding for more than 60 days;
  - (g) over-servicing of works.
- 3.3 If the Principal removes a Supplier from the register of pre-qualified suppliers for any of these reasons, the Principal must give written notice to the Supplier.
- 3.4 The Principal reserves the right to procure one or more or all of the goods and services from a party or parties other than the Supplier or other Suppliers appointed to the register of pre-qualified suppliers.
- 3.5 Appointment to the register of pre-qualified suppliers does not guarantee that the Principal will enter into a Contract with the Supplier for the supply of any goods and services.

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**4. Term**

- 4.1 The term of the Contract is two years from the date of Contract Commencement Date.
- 4.2 Council reserves the right to extend this Contract for a period of 12 months at the end of the original two year Contract period. This extension is at the sole discretion of the Principal.

**5. Evidence of contract**

- 5.1 The Contract between Council and the Supplier is constituted by the following documents:
  - (a) Letter of Acceptance;
  - (b) Specification;
  - (c) Standard Terms and Conditions;
  - (d) Offer; and
  - (e) Correspondence passing between Council and the Supplier clarifying any aspect of the offer, or the Specification as expressly listed in the Letter of Acceptance.

**6. Supply Contract**

- 6.1 A separate Supply Contract will be formed if and when a Purchase Order issued by Council is accepted by the Supplier (whether in writing, verbally or by conduct).
- 6.2 Where a Purchase Order is placed with a Supplier, the Supplier must supply Goods and/or Services in accordance with the Supply Contract
- 6.3 Unless otherwise specified in the Purchase Order, a Supply Contract will be constituted by:
  - (a) Purchase Order
  - (b) Letter of Acceptance;
  - (c) Specification;
  - (d) Standard Terms and Conditions;
  - (e) Offer; and
  - (f) Correspondence passing between Council and the Supplier clarifying any aspect of the offer, or the Specification as expressly listed in the Letter of Acceptance.
- 6.4 Where there arises any inconsistency or ambiguity between provisions in the different documents which constitute the Supply Contract, the order of precedence to resolve the inconsistency or ambiguity shall be from document (a) to (e) in clause 6.3..

**7. Quality of Goods and/or Services**

- 7.1 Unless the Specification states otherwise, all Goods and/or Services supplied must be in accordance with Australian Standards where such exist. Where an Australian Standard does not exist the relevant ISO Standard shall apply.
- 7.2 If no sample or standard is stated in the Specification, the Goods and/or Services must be of the highest standard and carried out promptly with all due skill, care and diligence.
- 7.3 The Supplier must:
  - (a) engage and retain personnel who are able to competently provide the Goods and/or Services; and
  - (b) ensure that all personnel engaged in the supply of the Goods and/or Services have all skills and qualifications necessary to supply the Goods and/or Services.



- (c) The Contractor engaged under this contract shall be a registered electrical contractor in Queensland.

## 8. Supply of Goods and/or Services

- 8.1 The Supplier must supply the Goods and/or Services punctually. However, if a time for supply of the Goods and/or Services is stated in the Supply Contract, the Goods and/or Services must be supplied within the time stated in the Supply Contract, as the case may be.
- 8.2 Time shall be of the essence in all cases.
- 8.3 Upon it becoming evident to the Supplier that supply of the Goods and/or Services is likely to be delayed, the Supplier must promptly notify Council in writing. Such notification shall not release the Supplier from its obligation to supply the Goods and/or Services by the due date or from any other obligation under the Contract, unless Council agrees in writing. The Supplier shall not be entitled to any increase in the Contract Price or damages, costs or expenses in connection with any delay.
- 8.4 The Supplier shall not be entitled to any extension of time for supply of the Goods and/or Services except with the prior written consent of Council. Council may in its sole discretion:
- (a) grant its consent; or
  - (b) refuse its consent.
- 8.5 Unless otherwise provided in the Contract, the Supplier must pay all packaging, freight, insurance, and other charges whatsoever, in connection with the delivery of Goods and/or Services and the return of goods wrongly supplied and all packaging.
- 8.6 Delivery and receipt of Goods and/or Services shall not of itself constitute acceptance of the Goods and/or Services by Council, with acceptance being subject to the approval of the Authorised Officer.
- 8.7 Where it is a term of the Supply Contract that Goods and/or Services must be installed or commissioned, Council shall not be deemed to have accepted the Goods and/or Services unless the Goods and/or Services are satisfactorily installed and/or commissioned within the period stipulated in the Contract or, if no period is stipulated, within a reasonable period.
- 8.8 Council may conduct any examination or testing of the Goods and/or Services. If the testing shows that the Goods and/or Services do not comply with the Supply Contract or are otherwise defective, the cost of the testing shall be a debt due and payable by the Supplier to Council.
- 8.9 The risk of any damage, deterioration, theft or loss of the Goods and/or Services after delivery but prior to acceptance shall remain with the Supplier except where the damage, deterioration, theft or loss results from a negligent act or omission of Council or any agent or employee of Council.
- 8.10 If the goods or any part of the goods is a hazardous chemical, the Supplier must:
- (a) prepare a MSDS for the substance; and
  - (b) give a copy of the MSDS to Council when first supplying the chemical to Council; and
  - (c) otherwise comply with the obligations of the Supplier as a Supplier of a hazardous chemical in the *Work Health and Safety Act 2011* (Qld).
- 8.11 In clause 8.10, "hazardous substance" and "MSDS" have the meaning given in the *Work Health and Safety Regulation 2011* (Cth).



## 9. Insurance

- 9.1 The Supplier must have and maintain for the Term:
- (a) insurance under the *Workers Compensation and Rehabilitation Act 2003* (Qld) to cover workers, eligible persons, self-employed contractors, directors, trustees and partners; and
  - (b) public liability insurance in an amount not less than \$20,000,000.00 in respect of any one occurrence and for an unlimited number of claims; and
  - (c) product liability insurance in an amount not less than \$20,000,000.00 in respect of any one occurrence and for an unlimited number of claims;
- 9.2 The Supplier must, upon receipt of a written request at any time from Council, produce evidence that the insurances required by this clause 9 have been affected and maintained.
- 9.3 All insurance policies of the Contractor, as noted in clause 9.1, must be endorsed to note Council for its respective rights and interests pursuant to the Standard Terms and Conditions.
- 9.4 Each insurance policy must:
- (a) limit the insurer's entitlement to avoid the policy to be available only against whichever of the insured has actually breached its obligation of disclosure or an obligation under the policy; and
  - (b) cover the Supplier's liability upon the obligations it has assumed and the indemnities it has given in the Contract; and
  - (c) contain no exclusions, endorsements or alterations not approved in writing by Council (that approval not to be unreasonably withheld); and
  - (d) otherwise contain provisions acceptable to, or required by Council (but Council may not require unreasonably the inclusion, retention, modification or exclusion of a provision); and
  - (e) remain current at all times during the supply of the Goods and/or Services.
- 9.5 If the Supplier is obliged to have and maintain professional indemnity insurance, the policy of insurance must cover the Supplier and its servants and agents for liability under the Supply Contract for the amount specified in clause 9.1. The Supplier must maintain the professional indemnity insurance on terms and conditions no less favourable to Council than those approved under this clause 9, for the duration of the supply of the Goods and/or Services and, for a period of 6 years after expiry or termination of the Supply Contract upon request in writing.
- 9.6 If an insurance policy obtained by the Supplier provides for a deductible, the Supplier indemnifies Council against any cost attributable to the deductible.
- 9.7 The Supplier must promptly pay all premiums, stamp duty, GST and other money entailed in maintaining any insurance required under this clause 9.
- 9.8 The Supplier must give Council upon request a copy of the relevant policy document and the insurer's receipt for the last premium paid or a certificate of currency with respect to each of the insurance policies the Supplier is required to maintain under this clause 9.
- 9.9 The Supplier must inform Council in writing of any claim or of the occurrence of any event that may give rise to a claim under any policy of insurance effected pursuant to this clause 9 within 7 days thereof and must ensure that Council is kept fully informed of subsequent actions and developments concerning the event or claim.
- 9.10 This clause 9 shall survive termination or expiration of the Contract.



**10. Defective Goods and/or Services**

- 10.1 Where, at any time during the supply of the Goods and/or Services or any part of the Goods and/or Services pursuant to the Purchase Order, or after the supply of the Goods and/or Services pursuant to the Purchase Order, an Authorised Officer determines, acting reasonably, that the Goods and/or Services or a part of the Goods and/or Services do not comply with the Supply Contract ("Defective Goods and/or Services"), Council may give written notice to the Supplier of the lack of compliance, and require the Supplier to promptly supply or supply again the Goods and/or Services or such part of the Goods and/or Services as do not comply.
- 10.2 Council may, without derogating from any other right it may have on account of such unsatisfactory or defective supply, defer payment of that part of an invoice as relates to the Defective Goods and/or Services until the Authorised Officer has certified that the resupplied Goods and/or Services comply with the Supply Contract, as the case may be.
- 10.3 If the Supplier fails to comply with a requirement of a notice given under clause 10.1, Council may arrange for the supply of the Goods and/or Services from another Supplier.
- 10.4 All costs and expenses incurred by Council in exercising its rights under clause 10.3 in excess of the Contract Price shall be a debt due and payable by the Supplier to Council.

**11. Obligations of supplier**

- 11.1 The Supplier must supply all personnel and equipment necessary for the proper supply or performance of the Goods and/or Services.
- 11.2 The Supplier warrants that it has the necessary skills and expertise to be able to competently supply the Goods and/or Services.
- 11.3 If any Contract Material is produced or reproduced in an electronic format, the Supplier must deliver it to Council in a format approved in writing by Council.
- 11.4 If any Contract Material is produced or reproduced in an electronic format or stored electronically, the Supplier must not store it on a foreign computer without keeping the current version of the Contract Material on separate media (approved in writing by Council) and delivering it to Council at intervals approved in writing by Council.
- 11.5 The Supplier must not produce, reproduce or store Contract Material in such a way that it is mixed with, attached to or indistinguishable without the use of a computer from; material that is not the subject of the Contract.
- 11.6 For the purposes of this clause 11, "foreign computer" means a hard disk or other similar device affixed to a computer that is not the property of Council.

**12. Conduct of Supplier**

- 12.1 The Supplier must not, and must ensure that its employees, agents and other suppliers do not:
- (a) engage in misleading or deceptive conduct in relation to the supply of Goods and/or Services;
  - (b) engage in any collusive pricing, anticompetitive conduct, or any other unlawful or unethical conduct with any other supplier, or any other person in connection with the supply of Goods and/or Services;
  - (c) attempt to improperly influence any of the councillors or Council officers, or violate any applicable law regarding the offering of inducements in connection with the supply of Goods and/or Services;
  - (d) accept or invite improper assistance of any of the councillors or Council officers, or any former councillor or Council officer, in relation to the supply of Goods and/or Services; or
  - (e) use any information improperly obtained, or obtained in breach of any obligation of confidentiality in relation to the supply of Goods and/or Services.



**13. Variations of Goods and/or Services**

- 13.1 Council may, by written notice given to the Supplier, require the Supplier to vary the Goods and/or Services in nature, scope or timing.
- 13.2 Without limiting the generality of clause 13.1, Council may direct the Supplier to:
- (f) increase, decrease or omit any part of the Goods and/or Services; or
  - (g) change the character or content of any part of the Goods and/or Services; or
  - (h) change the direction or dimensions of any part of the Goods and/or Services; or
  - (i) perform additional work.
- 13.3 Unless the value of a variation is agreed, it shall be valued by the Authorised Officer using the following order of procedure:
- (a) applicable rates in a Purchase Order;
  - (b) applicable rates in the Contract;
  - (c) reasonable rates or prices
- 13.4 The Supplier cannot vary the Goods and/or Services without the prior written consent of Council.
- 13.5 Where Goods and/or Services are omitted, Council may have the omitted Goods and/or Services Supplied by others without payment of compensation to the Supplier.
- 13.6 If the Supplier is not satisfied with the valuation of the Authorised Officer, it may dispute the variation in accordance clause 20, but must still comply with the variation direction.

**14. Invoicing**

- 14.1 The Supplier must submit an invoice/delivery docket to the Authorised Officer of Burdekin Shire Council upon completion/delivery of the supply and delivery of the Goods and/or Services unless otherwise specified in the Specification. Council will not have any obligation to pay the Supplier for Goods and/or Services until the Authorised Officer has been given a correctly rendered documentation.
- 14.2 A correctly rendered invoice must:
- (a) identify the Goods and/or Services the subject of the invoice; and
  - (b) specify the Purchase Order number allocated to the Supply Contract by Council (or any other number as Council may specify in writing to the Supplier for the purposes of the Contract)(if any); and
  - (c) where services are charged on a time basis, be supported by records of time spent by individual persons on the services, including start and finish times and time taken for breaks (lunch, morning and afternoon tea), verified by the Authorised Officer; and
  - (d) specify details of the Purchase Order; and
  - (e) provide sufficient detail to enable the Authorised Officer to assess progress against targets (if any) set out in the Supply Contract; and
  - (f) specify the Australian Business Number of the Supplier; and
  - (g) specify the address for payment of the Supplier; and
  - (h) specify the date of supply of the Goods and/or Services identified in the invoice; and
  - (i) specify the Supplier's invoice number and invoice date; and
  - (j) specify the Contract Price payable by Council and particulars of any GST payable in respect of the Contract Price; and
  - (k) otherwise comply with the requirements of a tax invoice for the purposes of the GST Act;



- (l) Where goods comprise part of the service, the invoice shall include the recommended retail price of the item less any discount being offered to Council in Section 3.3 Price Information – Schedule of Rates. Council reserves the right to obtain a recommended retail price of the goods for comparative reasons. Should the recommended retail price obtained by Council vary by more than 10% to that invoiced by the Contractor, the Council shall reserve the right to request the Contractor to amend the invoice to reflect the recommended retail price obtained by Council;
  - (m) A copy of this invoice must be posted to the following address "Attention Accounts Payable Burdekin Shire Council PO Box 974, Ayr Qld 4807"
- 14.3 Upon receipt of an invoice, the Authorised Officer may require the Supplier to provide additional information to assist the Authorised Officer to determine whether or not an amount is payable.
- 14.4 If a delivery docket is provided with delivery of goods and services, then it must contain all information as required for an invoice, but at the discretion of the Supplier it is not required to list pricing details for the delivery.

## 15. Payment

- 15.1 Subject to the Authorised Officer's certification that:
- (a) the Goods and/or Services supplied by the Supplier comply with the relevant Purchase Order, the Specification and the Contract; and
  - (b) the Goods and/or Services supplied by the Supplier are complete; and
  - (c) the Supplier's invoice is in accordance with the Contract,
- 15.2 Council must pay the amount due to the Supplier within the earlier of:
- (a) 30 days of receipt of an invoice
  - (b) the time required under the *Queensland Building and Construction Commission Act 1991* (Qld); or
  - (c) or such other period as may be mutually agreed in writing between the parties.
- 15.3 Payment of money to the Supplier does not constitute an admission by Council that Goods and/or Services have been supplied in accordance with a Supply Contract.
- 15.4 Upon payment for the Goods and/or Services, property in that part of the Goods and/or Services comprising the goods shall pass to Council.
- 15.5 Payment shall include credit by way of set off.
- 15.6 Failure by Council to pay the amount payable by the due time will not be grounds to invalidate or avoid the Contract or a Supply Contract.
- 15.7 The Supplier shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price unless otherwise provided in a Supply Contract.

## 16. Site

- 16.1 Council must use reasonable endeavours to provide the Supplier with access to the Site as is necessary to enable the Supplier to supply and execute the goods and services.
- 16.2 The Supplier may only access the Site so far as is necessary to enable the Supplier to supply and execute the goods and services.
- 16.3 The Supplier shall be deemed to have satisfied itself of and be responsible for the physical conditions of the Site and in particular the suitability of the Site for the supply and execution of the goods and services.

**17. Temporary suspension of supply**

- 17.1 Council may give written notice to the Supplier requiring the Supplier to suspend the progress of the whole or any part of the supply of the Goods and/or Services for a period specified in the notice within a reasonable time after receipt of the notice, if the suspension is required by Council because of any change in the nature, scope or timing of the Goods and/or Services.
- 17.2 Council may, by giving written notice to the Supplier, require the Supplier to recommence all or any part of the supply of the Goods and/or Services suspended by written notice given under clause 17.1.
- 17.3 Where the Supplier is required to suspend the supply of the Goods and/or Services pursuant to clause 17.1:
- (a) Council and the Supplier must negotiate in good faith as to reasonable compensation payable to the Supplier; and
  - (b) any previously agreed date for completion of the supply of the Goods and/or Services will be postponed by a period equal to the duration of the suspension.
- 17.4 Council must reimburse the Supplier for any additional reasonable costs incurred by the Supplier which are directly attributable to the suspension of the supply of the Goods and/or Services. If Council and the Supplier do not agree on the amount of reasonable compensation within a reasonable period, either party may invoke the dispute resolution procedure in clause 22.

**18. Variation of price**

- 18.1 The Contract Price is firm and not subject to rise or fall.

**19. Goods and services tax**

- 19.1 Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.
- 19.2 The Contract Price includes Council's liability for GST on the supply of the Goods and/or Services. Council is not obliged to pay any additional amount to the Supplier on account of GST on the supply of the Goods and/or Services.
- 19.3 The Supplier must ensure that all invoices rendered to Council under the Contract are in a format that identifies any GST paid, and which permits Council to claim an input tax credit. However, this clause 19.3 does not apply if the supply of the Goods and/or Services is not a taxable supply.

**20. Duty**

- 20.1 The Supplier must pay all duty imposed under the *Duties Act 2001* (Qld) on the Contract.

**21. Termination**

- 21.1 If the Supplier:
- (a) breaches any clause of the Contract or a Supply Contract;
  - (b) suspends payment of its debts or is unable to pay its debts; or
  - (c) has execution levied on any of the assets of the Supplier and the execution is not satisfied within 28 days; or
  - (d) enters into an arrangement, reconstruction or compromise with its creditors or any of them; or

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- (e) has a receiver appointed for all or any part of the assets of the Supplier; or
- (f) has an application made or order filed for the Supplier's administration, voluntary or compulsory liquidation, winding-up, dissolution or bankruptcy; or
- (g) ceases to carry on business;
- (h) breaches WH & S Regulations;
- (i) over services the Contract;

the Supplier will be in breach of the Contract and Council may give to the Supplier a written notice to remedy the breach.

- 21.2 If within 14 days of receiving a notice under clause 21.1 the Supplier does not remedy the breach, Council may immediately terminate the Contract and/or any Supply Contract by giving written notice to the Supplier.
- 21.3 In addition, or as an alternative to termination of the Contract and/or a Supply Contract in accordance with clause 21.2, Council may, in circumstances which would otherwise entitle Council to terminate the Contract and a Supply Contract in accordance with clause 21.2:
- (a) let such contracts as Council decides are necessary to perform that part of the obligations of the Supplier under the Contract and/or the Supply Contract as are yet to be performed or any of them; and
  - (b) suspend or cease all payments otherwise due to the Supplier.
- 21.4 This clause 21 shall survive termination or expiration of the Contract and/or a Supply Contract.
- 21.5 Upon termination of the Contract or a Supply Contract pursuant to clause 21.2, all money which has been paid and all money to be paid for Goods and/or Services supplied to the date of the termination will be in full and final satisfaction of all claims by the Supplier under the Contract.

## 22. Dispute resolution

- 22.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
- 22.2 If a dispute arises between the parties regarding the Contract, a party may give written notice of the dispute to the other party (a "Dispute Notice"). A Dispute Notice must adequately identify and provide details of the dispute.
- 22.3 A Dispute Notice must be referred to a panel consisting of a representative of the Supplier who is authorised to settle the dispute and the Authorised Officer.
- 22.4 Within 7 days of the giving of the Dispute Notice, the panel must confer at least once to attempt to resolve the dispute or to agree on resolving the dispute by other means.
- 22.5 If the dispute has not been resolved within 28 days of the giving of the Dispute Notice, the dispute must be referred to arbitration.
- 22.6 Arbitration shall be effected by an arbitrator who shall be nominated by the Authorised Officer. The arbitration must be conducted in accordance with the provisions of the *Commercial Arbitration Act 2013* (Qld).
- 22.7 Nothing in this clause 22 shall prejudice the right of a party to institute proceedings to enforce payment due under the Contract or to seek injunctive or urgent declaratory relief in respect of a dispute under this clause 22 or any matter arising under the Contract.



**23. Clauses to survive expiration or termination**

23.1 The following clauses survive the expiration or termination of the Contract:

- (a) clause 24 – Intellectual Property Rights; and
- (b) clause 25 – Release and Indemnity; and
- (c) clause 26 – Confidentiality.

**24. Intellectual Property Rights**

24.1 The Supplier warrants that the supply of the Goods and/or Services by the Supplier to Council under the Contract will not infringe the Intellectual Property Rights of any third party.

24.2 The Supplier must indemnify Council against any claim by a third party in relation to infringement of the Intellectual Property Rights of the third party of or incidental to the supply of the Goods and/or Services by the Supplier to Council under the Contract.

24.3 In respect of the supply of the Goods and/or Services by the Supplier under the Contract, the Supplier must at all times indemnify and keep indemnified Council from and against any loss or liability (including reasonable legal costs and expenses) incurred by Council arising from any claim, demand, suit, action or proceeding (including a claim for a breach of a person's Intellectual Property Rights) by any person against Council where the loss or liability arose out of, or in connection with, or in respect of, the supply of the Goods and/or Services by the Supplier under the Contract.

24.4 The indemnities in clause 24.3 will be granted irrespective of whether legal proceedings are instituted and the means, manner or nature of any settlement, compromise or determination. Council may recover a payment from the Supplier under this indemnity before it makes the payment in respect of which the indemnity is given.

24.5 Unless otherwise specified in the Contract, title to and Intellectual Property Rights in all New Contract Material provided to Council, including each and every stage of design and production of it, will upon its creation vest in Council.

24.6 The Contract does not affect Intellectual Property Rights in Existing Contract Material, but the Supplier grants, and will ensure that relevant third parties grant, to Council, a paid up non-exclusive, non-transferable licence:

- (a) to use, reproduce, communicate to the public and adapt for its own use; and
- (b) to perform any other act with respect to copyright; and
- (c) to manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do any of those things in respect of,

the Existing Contract Material but only as part of the Contract Material (and any further development of that material).

24.7 Where specified in a Supply Contract, right and title to the Intellectual Property Rights in the Contract Material so specified will vest in the Supplier and the Supplier grants to Council, a non-exclusive, transferable, irrevocable and paid-up licence to use, reproduce, communicate to the public and adapt the Contract Material on the terms and conditions specified in the Specification.

24.8 Where the Supplier is an individual, the Supplier consents to any acts or omissions of Council in the exercise of rights or assignments granted under this clause 24 that might otherwise constitute an infringement of the Moral Rights of the Supplier.

24.9 Without limiting clause 24.8, the Supplier consents, in relation to the Contract Material:

- (a) to being attributed as author of works comprised in the Contract Material in a form and manner acceptable to Council; and
- (b) to the specific acts or omissions set out in the Contract.

24.10 Prior to an individual commencing work in respect of the Contract Material on behalf of the Supplier, the Supplier must obtain from that individual, in writing, and provide to Council, upon request:

- (a) all consents, permissions and assignments to enable Council to exercise in full, without cost to Council and without impediment, the rights granted under this clause 24; and
- (b) without limiting paragraph (a), a consent to any act or omission (including the specific acts or omissions set out in the Contract) which would otherwise infringe the Moral Rights of that individual. If requested by Council, such consent must be in a form specified by Council.

## 25. Release and indemnity

25.1 The Supplier will be liable for loss or damage (including personal injury whether or not resulting in death) suffered by Council or any officer, servant or agent of Council arising from the unlawful or negligent acts or omissions of the Supplier, its employees, subcontractors or agents, in the course of the supply (or attempted or purported supply) of Goods and/or Services under the Contract.

25.2 The Supplier releases and indemnifies Council and all officers, servants and agents of Council from and against all actions whatsoever and howsoever arising which may be brought or made against any of them by any person, including the Supplier, arising from:

- (a) any wilful or negligent act or omission of the Supplier or any person for whose conduct the Supplier is liable; and
- (b) any unlawful or negligent act or omission of the visitors, invitees or licensees of the Supplier; and
- (c) death, injury, loss or damage suffered by the Supplier, its employees, subcontractors or agents, or any of its visitors, invitees or licensees except where the death, injury, loss or damage is caused by the negligence or other wrongful act or omission of Council or any officer, servant or agent of Council.

25.3 In the event of any claim or action being made or brought against Council, Council may retain any money due to the Supplier in respect of Goods and/or Services supplied under the Contract for the purpose of settling or defending the claim or action. If the money retained is not sufficient for the purpose of settling or defending the claim or action, the balance outstanding in respect of the claim or action may be recovered from the Supplier as a debt due and payable to Council.

## 26. Confidentiality

26.1 The Supplier must, and must ensure that its employees, agents and approved subcontractors, keep confidential any information obtained in the course of performing the Contract.

26.2 However, the Supplier may disclose any information:

- (a) which it is legally required or entitled to disclose; or
- (b) to its legal and accounting advisers for the purposes of obtaining advice in relation to the Contract or any matter arising from the Contract.



**27. Work health and safety**

- 27.1 The Supplier must comply with (and ensure that its employees, sub-contractors and Suppliers comply with):
- (a) the provisions of all Queensland legislation, including and not limited to the *Work Health & Safety Act 2011* (Qld) (WHS Act 2011), *Electrical Safety Act 2002* (Qld) (EC Act 2002), *Mining and Quarrying Safety and Health Act 1999* (Qld) (MQSH Act 1999), associated regulations, codes of Practice and relevant Australian Standards;
  - (b) the provisions of Council's work health and safety management system, when providing services to Council.
- 27.2 The Supplier must at all times exercise their duty of care and fulfil all obligations for the health and safety of all persons at the job site and, for other persons who may be affected by the supply of any Goods and/or Services.
- 27.3 The Supplier must indemnify and keep indemnified Council against all liabilities which may be imposed under or, which may arise out of, enforcement of any provision of the WHS Act 2011, ES Act 2002, MQSH Act 1999, applicable 'Code of Practice' or relevant/applicable Australian Standard/s.
- 27.4 All accidents, incidents, and adverse events must be verbally reported (via phone) to the appointed Authorised Officer as soon possible after occurring. A written report must then be recorded and supplied to Council within 24 hours of the occurrence. This will enable Council to review and possibly instigate/assist incident investigations which will allow possible follow up and corrective actions to be implemented. Such records may be requested and inspected by Council at any reasonable time.
- 27.5 If a notifiable incident, as identified by the appropriate Queensland legislation, occurs as a result of, or incidental to the supply and execution of the Goods and/or Services, the Supplier **must** give written notice of the occurrence of the notifiable incident to Council at the same time or, immediately after notification to the appropriate Queensland regulator.
- 27.6 The Supplier must create and maintain sufficient safe systems of work and documentation appropriate to the activities/services being provided. Documentation and records may be requested and must be provided when requested by the Council Representative. This includes and not limited to risk assessments, Safe Work Method Statements, work procedures and equipment maintenance and calibration certificates.
- 27.7 The Supplier must provide information, instruction/training and supervision to its employees, to enable them to perform their work in a manner that is safe and without risk to their health and safety. Evidence of training, competencies and licenses must be able to be supplied within 24 hours of being requested by the Council representative.
- 27.8 All employees of the Supplier, either present at the job site or engaged in work at the job Site, or regularly visiting the job site, must have completed a recognised general construction induction course as per Queensland Work Health & Safety requirements if working on a construction site. Recognised courses include the Construction General Safety Induction - 30215QLD (Blue Card), the Queensland Construction Induction Card (White Card) or a mutually recognised interstate construction general induction. A site Specific Induction may also be required before coming onto the job site or Council building.
- 27.9 Where applicable under legislation, Council policy or activity risk assessment, the Supplier must supply, and all workers must wear, appropriate personal protective equipment and appropriate attire including but not limited to protective clothing, protective eyewear, ear muffs, sun screen, safety shoes, hats and reflective clothing. Note: Council is not responsible for the provisions of any such equipment to the Supplier.
- 27.10 The Supplier must ensure the provision of first aid equipment; facilities and first aid trained personnel appropriate for the execution of the services as detailed in the Supplier's risk assessment, and available to Council as requested.



27.11 For construction activities involving an accumulative sun exposure period of 15 minutes or more, Suppliers must ensure its employees follow Councils Sun Safety protocols

- long sleeved shirts
- Broad brim hat
- Safety footwear as to Austral Standard, AS 2210
- High visibility long sleeve shirt (for work on construction sites)

## **28. Assignment**

28.1 The Supplier must not assign or subcontract any of the rights or obligations of the Supplier under the Contract (either for the supply of the Goods and/or Services or otherwise) without the prior written consent of Council. Any consent given by Council:

- (a) may be conditional; and
- (b) will not relieve the Supplier from any of its liabilities or obligations under the Contract.

28.2 The Supplier is liable to Council for the acts and omissions of subcontractors and employees and agents of subcontractors as if they were the acts or omissions of the Supplier.

## **29. Negation of employment agency etc**

29.1 The Supplier must not represent itself or allow itself to be represented as being an employee or agent of Council.

29.2 The Supplier will not, by virtue of the Contract, be or become an employee or agent of Council.

29.3 Nothing in the Contract is to be taken or construed as creating the relationship of a partnership, joint venture or principal and agent, between any of the parties to the Contract.

## **30. Notices**

30.1 Notices under the Contract may be delivered by pre-paid postage, certified mail, email transmission or by hand. Notices are deemed given:

- (a) 5 days after deposit in the mail with postage pre-paid or certified;
- (b) when delivered by hand; and
- (c) if sent by email, at the time that an email attaching the notice becomes capable of being retrieved and read by the addressee at the addressee's email address.

The addresses for service of notices are:

(a) For Council:

Physical Address >>

145 Young St. Ayr Q4807.

Postal Address >>

PO Box 974, Ayr, Queensland 4807

Email >>

[gary.keane@burdekin.qld.gov.au](mailto:gary.keane@burdekin.qld.gov.au)

- (b) For the Supplier:  
Physical Address >>  
[To be inserted]  
  
Postal Address >>  
[To be inserted]  
Email >>  
[To be inserted]

- 30.2 A party may change its address for service of notices by giving written notice to every other party to the Contract.

### 31. Force Majeure

- 31.1 A party will not be entitled to exercise its rights or remedies upon the default of another party to the Contract (whether at common law or pursuant to the Contract) if that default:
- (a) is caused by Force Majeure; and
  - (b) continues for less than 14 days.
- 31.2 Without limitation, where the event of Force Majeure continues for a period of more than 14 days, Council may terminate the Contract by giving written notice to the Supplier.

### 32. Authorised Officer

- 32.1 Council may, in the Purchase Order, or by giving written notice to the Supplier, appoint a representative (the "Authorised Officer") who shall be responsible for administering the Contract on behalf of Council. Council may change the identity of the Authorised Officer from time to time. The appointment of an Authorised Officer does not prevent Council from exercising any of its rights under the Contract.

### 33. Security and access

- 33.1 The Contractor must, when using any premises or facilities of the Principal, comply with all reasonable directions and procedures as notified by the Principal or the Authorised Officer, including those relating to security and occupational health and safety which are in effect at the premises or facility.

### 34. Industrial disputes

- 34.1 The Contractor must not involve the Principal in any industrial dispute arising between the Contractor and any employee of the Contractor.

### 35. Right to information and disclosure

- 35.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including Local Governments).
- 35.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt, or on balance, disclosure is contrary to the public interest.



- 35.3 Information provided by the Contractor is potentially subject to disclosure to third parties pursuant to the RTI Act.
- 35.4 If disclosure under the RTI Act, or general disclosure of information provided by the Contractor, would be of substantial concern to the Contractor, because it would disclose trade secrets, information of commercial value, the purpose or results of research, or other information of a confidential nature, including Personal Information, this should be indicated by the Contractor. The Principal cannot guarantee that any information provided by the Contractor will be protected from disclosure under the RTI Act.

### 36. Information privacy

- 36.1 Where the Contractor or its subcontractors have access to or are responsible for holding Personal Information, the Contractor must:
- (c) comply with parts 1 and 3 of chapter 2 of the *Information Privacy Act 2009* (Qld) as if the Contractor were the Principal; and
  - (d) ensure that the Personal Information is protected against loss, unauthorised access, use, modification or disclosure, and against other misuse; and
  - (e) not use the Personal Information other than for the purpose of the Contract, unless required or authorised by law; and
  - (f) not disclose the Personal Information without the written agreement of the Principal, unless required or authorised by law; and
  - (g) not transfer the Personal Information outside Australia without the consent of the Principal; and
  - (h) ensure that its personnel do not access, use or disclose the Personal Information other than in the performance of their duties; and
  - (i) immediately notify the Principal if it becomes aware that a disclosure of Personal Information is, or may be, required or authorised by law; and
  - (j) fully cooperate with the Principal, to enable the Principal to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints; and
  - (k) comply with such other privacy and security requirements as the Principal reasonably advises the Contractor from time to time.
- 36.2 Where the Principal is not reasonably satisfied, on the basis of information provided to it by the Contractor, that proper practices are in place to ensure that the privacy and disclosure of information requirements for Personal Information are being observed and maintained, the Principal may at any time require the Contractor to make its subcontractors aware of its obligations, in accordance with this clause 36 including, when requested by the Principal, requiring any subcontractor to promptly sign a privacy undertaking in a form approved by the Principal.

### 37. Miscellaneous

- 37.1 The Supplier must comply with all relevant laws and the requirements of any relevant statutory authority in supplying the Goods and/or Services.
- 37.2 The Contract is governed by and construed in accordance with the laws of the State of Queensland, and the parties submit to the jurisdiction of the Courts of that State and all Courts competent to hear appeals there from.
- 37.3 No agreement or understanding that varies or amends the Contract will bind any party unless and until agreed to in writing by all parties.
- 37.4 None of the conditions of the Contract will be waived or deemed waived, except by notice in writing signed by the party waiving the right.

Burdekin Shire Council – Tender – Supply of Trade Services – Council's Standard Terms and Conditions, part 4



- 37.5 The Contract constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements either oral or written between the parties with respect to the subject matter referred to in the Contract.
- 37.6 The parties to the Contract are independent Contractors and nothing in the Contract will appoint the Supplier as an agent or employee of Council.
- 37.7 The Supplier should not approach Councillors or council officers (other than the Authorised Officer) to discuss the Contract. Any approach or known evidence of canvassing, breach of confidentiality or collusion by a Supplier will be reported to the Chief Executive Officer. If a Supplier is found to have participated in any of these actions the Supplier may be considered in breach of Contract.
- 37.8 Section 186 of the *Local Government Regulations 2012* (Qld) imposes upon Council the obligation to publish details of contracts worth \$200,000 or more. For the purpose of this tender, all Purchase Orders provided to the successful tenderer over \$200,000 will be advertised on Council's website. Advertisement will detail name of Supplier, nature of contract and value of Purchase Order.

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## **9 TECHNICAL SERVICES**

## **10 PLANNING & DEVELOPMENT**

## **11 COMMUNITY DEVELOPMENT**

## **12 ECONOMIC DEVELOPMENT**

## **13 NOTICES OF MOTION**

### **13.1 Appointment of Deputy Mayor**

#### **BACKGROUND INFORMATION**

At the Post Election meeting of Council held on 12 April 2016 it was decided to undertake a rotation of the position of Deputy Mayor with each Councillor having an opportunity to serve a period of 8 months in the role. Cr John Woods was subsequently appointed to the position of Deputy Mayor for a period of 8 months with an agreed rotation of other Councillors to occur after this initial period.

Some of the Councillors have now indicated that they are now unable to undertake the role of Deputy Mayor during the current term and therefore a change in the period of appointment and agreed order of rotation needs to occur. The proposed resolutions will enable these changes to be made to the previously adopted resolutions.

It should be noted that whilst the resolution may nominate a period of time when the appointment of the Deputy Mayor expires, it will be necessary under 165(3) of the Local Government Act 2009 (LGA) to pass a resolution declaring the position of Deputy Mayor vacant at a Council meeting and the appointment of a new Deputy Mayor must follow. The LGA requires that at least 14 days written notice must be given for such resolution to be passed at a Council meeting.

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## **Recommendation**

That with respect to resolution 3.1 adopted at the Post Election meeting of Council held on 12 April 2016 relating to the appointment of a deputy mayor under Section 175 of the Local Government Act 2009, Council resolve to alter the fixed period that it had nominated for appointment to the position of deputy mayor from 8 months to 12 months.

### **13.2 Appointment of Councillor John Woods as Deputy Mayor**

## **Recommendation**

That with respect to resolution 3.2 adopted at the Post Election meeting of Council held on 12 April 2016 which appointed Cr John Woods as Deputy Mayor under Sections 165 and 175 of the Local Government Act 2009 (LGA) for a period of 8 months ending on 6 December 2016, Council resolve to extend this period of time to 12 months with the appointment now ending on 5 April 2017, noting that in order for the position to be declared vacant at this time it will be necessary to pass a resolution in accordance with Section 165(3) of the LGA.

### **13.3 Order of Rotation of Deputy Mayor for Current Term**

## **Recommendation**

That with respect to resolution 3.3 adopted at the Post Election meeting of Council held on 12 April 2016 Council resolve to amend the order of rotation for the role of Deputy Mayor as follows: Councillor John Woods, Councillor Tony Goddard, Councillor John Bonanno and Councillor Sue Perry, noting that Councillor Ted Bawden and Councillor Uli Liessmann have indicated that they are unable to undertake the role of Deputy Mayor during the current term of Council.

## **14 CORRESPONDENCE FOR INFORMATION**

Tabled Separately

## **15 GENERAL BUSINESS**



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## **16 CLOSED MEETING ITEMS**

- 1.Capital Road Works Program
- 2.South Ayr Drainage
- 3.Training, Senior Leadership and Councillors Expenses

## **17 DELEGATIONS**

### **17.1 Presentation - Burdekin Shire Council Rural Management Challenge Team**

9.15am - Mrs. Melanie Napier, Mr. John Cerqui, Mrs. Tonia Marano, Mr. Suman Shrestha and Mr. Rob Slatcher of Challenge Expected - The Rural Management Challenge Team to brief Council on the outcome of the Challenge.

### **17.2 Presentation - James Cook University**

9.30am – Professor Sandra Harding – Vice Chancellor of James Cook University will present an update on developments at the University.

### **17.3 Discussion - Townsville Enterprise Limited**

11.00am – Mr. Michael McMillan, Director - Policy & Investment, Townsville Enterprise Limited to discuss current and future initiatives.

