



Request for Quotation M1062-2014Q

Strategic Planning Project – Thematic Heritage Study

Quotations must be received no later than:
2.00pm, Monday 3 February 2014

COUNCIL VALUES

...Who We Are, What We Do

These values describe how we work together at Mount Alexander Shire Council, with each other, our customers and the community, and our suppliers and contractors. Our staff are committed to these values and our community has a right to expect them. All individuals and bodies representing Council or working on behalf of Council are expected to also commit to these and to demonstrate them at all times.

VISION

A strong, engaged community creating a dynamic future together.

MISSION

Leadership in the provision of community infrastructure and services.

VALUES

FAIRNESS

We respect and understand the needs of our community and balance these in our decision making.

PARTNERSHIP

We work with others for the benefit of our community.

EXCELLENCE

We strive for quality in all our work.

ACCOUNTABILITY

We make decisions openly and take responsibility for our actions.

RESPONSIBILITY

We provide stewardship for the Shire's assets and finances in order to protect them for the future.

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QUOTATION INFORMATION

1. General

Mount Alexander Shire Council is seeking an individual or team of experts with the necessary skills and experience to provide a study of the broad themes as referred to in *Victoria's Framework of Historical Themes* as appropriate to the Shire.

2. Enquiries

All enquiries regarding the brief should be directed to:

Christine Halstead
Senior Strategic Planner
Tel: (03) 5471 1806
Email: c.halstead@mountalexander.vic.gov.au

3. Acceptance

Council is not bound to accept the lowest or any quotation. All submitters will be notified in writing of Council's decision.

4. Contract Type

This contract will be based on a lump sum price.

5. Quote Submission and Closing Date

Proposals responding to the brief must be received by **2pm, Monday 3 February 2014** by lodging an application via the eTender Box on Council's web site www.mountalexander.vic.gov.au

Alternatively, quotations can be posted or hand delivered to the "Tender Box" Mount Alexander Shire Council, 27 Lyttleton Street, Castlemaine Vic 3450, enclosed in a sealed plain envelope endorsed "**M1062-2014Q Strategic Planning Project – Thematic Heritage Study**".

Faxed, emailed or late quotations will not be accepted.

6. Scope of Works and Price

Submitters are responsible for checking the consultant's brief necessary to accurately reflect the full extent of works. Submitters shall clearly specify and detail the scope of works offered in the quotation and the lump sum price of the works as scoped. Submitters may separately list and price various components of the scoped work, but the components must then be summed together to provide a single lump sum price.

Where different options for components may be offered, the different prices must be clearly identifiable.

7. Goods and Services Tax

The price submitted must include all GST payable under the contract. The GST amount is to be separately identified in the quotation. Council will not entertain any price alterations due to the goods and services tax.

8. Quotation Evaluation Method / Selection Criteria

Quotes will be evaluated on the following criteria, but not limited to:

- 1) Cost to Council
 - Direct
 - Indirect
- 2) Response to Specification
- 3) Experience and Qualifications
- 4) Sustainability
- 5) Risk and Quality Management
- 6) Business and Financial Capacity

Council will apply weight to each of the criteria above.

The six selection criteria encompass all the matters which should consistently be considered in selecting providers across a range of Council requirements. This includes goods, works and services.

The six criteria and a definition for each are as follows:

1. Cost to Council

Direct

The tender price submitted for the provision of goods, services or works.

Indirect

All costs associated with the management, including risk management and contract management, of the contract supervision shall be applied consistently to each tender submission. For example contract supervision, asset resource utilization and risk management. Should significant differences in requirement of Council be apparent the comparative indirect costs borne by Council must form part of the evaluation.

2. Response to Specification

A specification is a clear, complete and accurate statement of the description and technical requirements of a material, an item or a service. It may include the procedure to be followed to determine if the requirements are met.

The tender submissions should incorporate a statement noting compliance or non compliance with the specification requirements. The tenders should also detail their proposed methodology to comply with the specification.

3. Experience and Qualifications

Details of the tenderers previous experience with similar projects together with the qualifications of the tenderers proposed staffing.

4. Sustainability

Wherever possible tenderers will consider and provide details of how they intend to address the following sustainability principles in their submission:

- MINIMISE WASTE – Avoid, Reduce, Reuse, Recycle, Recover
- MINIMISE GREENHOUSE GAS EMISSIONS
- MINIMISE HABITAT DESTRUCTION
- MINIMISE SOIL DEGRADATION
- MAXIMISE WATER EFFICIENCY
- MAXIMISE ENERGY EFFICIENCY

5. Risk and Quality Management

The risk management process and system must as a minimum demonstrate compliance with all duties specified in the OHS Act 2004, or other relevant legislation as may apply from time to time. The OHS system may take the form of OHS quality management system or documented safety plan (JSA).

Risk management also includes all insurance and Workcover requirements.

Tenderers should show evidence of their commitment towards a quality system or process.

6. Business and Financial Capacity

The tenderer should demonstrate suitable business capacity to fulfill its contractual requirements. The level of resources includes infrastructure and business considerations relevant to the supply.

An assessment of the financial viability of each tenderer. The tenderer must provide supporting information in order to verify its capacity to fulfill their tender requirements. The level of financial scrutiny shall be contingent on the value and perceived risk of the tender.

CONDITIONS OF QUOTATION

9. Invitation to Quote Documents

The quotation documents are the property of the Mount Alexander Shire Council and should not be copied or altered for use by other parties without Mount Alexander Shire Council approval.

10. Contents of Quotation

To be a conforming quotation the submission shall comply with these conditions of quoting, quotation information and the specification.

The quotation shall be signed by the submitter and provided on the quotation form with all schedules, written statements and information required to be lodged. The submitter may amend the quotation form to provide optional prices for different components of the work.

11. Post Quotation Submission

Council may require a submitter to provide additional information concerning the quote before it is accepted.

12. Submitter to Become Informed

The submitter shall become acquainted with the nature and extent of the quotation requirements making examinations, investigations and enquiries relevant to its obligations under this quote, and to be aware of risks, costs and contingencies associated with the scope of works.

If the submitter has any doubt as to the meaning or completeness of any portion of the quotation documents the Council shall supply to the submitter information as requested in writing only.

13. Disclosure of Quotation Information

The Freedom of Information Act 1982 gives members of the public rights of access to information in the possession of the Government and its agencies, limited only by exemptions and exceptions required for the protection of essential public interests. Council will endeavor to maintain confidentiality of price and other information provided by submitters. Following award, unsuccessful submitters will be notified of the name of the successful quote and price. No other information regarding the successful quote will be revealed.

14. Privacy Act Provisions

Council is obligated to comply with the provisions of the Information Privacy Act 2000 (Vic). This Act places conditions and restrictions on the collection, storage, use, disclosure, security and access of personal information held by Council. The contractor will be required to comply with the Act provisions during the course of this contract, should information defined as "personal" by the act, be required by the contractor. Council policy and guidelines will be available to the contractor if required.

15. Soliciting Councillors or Council Officers

Any submitter seeking information outside the scope of contract or advantage in the quotation process from Council officers or Councillors will have their quote withdrawn from the evaluation process.

16. Information – Schedules 1, 2 & 3

Submitter must provide the information requested in Schedules 1, 2 & 3.

Annexure

Item 1:	Consultant	Legal name: [Insert Consultant Name] Address: [Insert address] Phone: [Insert phone] Fax No: [Insert Fax] ABN: [Insert ABN]
Item 2:	Start Date	[Contract commencement date to be inserted upon award to successful consultant]
Item 3:	Term	This Contract begins on the Start Date and will remain in effect: (i) until the Services have been performed and the Deliverables have been provided to the Council by the date specified in Item 6;
Item 4:	Services	Consultancy Services Strategic Planning Project – Thematic Heritage Study M1062-2014Q
Item 5:	Specified Personnel (if any)	[Insert consultants representative]
Item 6:	Date of delivery of Deliverables	The Deliverables will be provided by the Consultant to the Council by the date(s) specified below: [To be inserted upon award to successful consultant]
Item 7:	Payment Schedule	[To be inserted upon award to successful consultant]

SCHEDULE 1 – CONSULTANT DETAILS

(to be submitted with quotation)

1. COMPANY NAME:

ABN:.....

Postal Address:
.....

.....

2. CONTACT PERSON:.....

Contact Phone Numbers

A. Hours W.Hours

Mobile Facsimile

Email.....

Signed:

For and on Behalf of:
(Submitter)

DATED this: day of 2014

SCHEDULE 2 - CONSULTANT QUESTIONNAIRE

(To be submitted with quotation)

The consultant must provide the following information to enable Council to assess their ability to carry out the work. The information may be provided in this format or prepared as a separate document.

1. RELEVANT EXPERIENCE

What similar projects has the lead consultant worked on within the last three years?

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2. PERFORMANCE HISTORY

Please outline projects having been undertaken by the lead consultant:

Current

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Recently completed

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References:

Name: Company:

Phone:

Name: Company:

Phone:

3. TIME PERFORMANCE:

Of your current and recently completed projects, please indicate if projects were completed within the specified timeframes:

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4. QUALIFICATIONS

a) Please indicate relevant Qualifications, Registrations and Trade Associations of the lead consultant.

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b) List the names and qualifications/training of the people who may be working with you on this consultancy.

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5. SUSTAINABILITY

5.1 Environmental Management Policy

Does your company have an Environmental Management Policy?	YES / NO
If YES, is the Policy certified by a recognised independent authority?	YES / NO
If YES, please state the accreditation details	

.....

5.2 Consumption and Demand

Does your company have strategies to manage unnecessary consumption and demand of products? Eg. energy consumption, paper use, etc.

.....

5.3 Measurement and Reduction of Impact

Please tick the boxes in the table to indicate which types of environmental and social outcomes are relevant to your organisation and state improvement targets where applicable.

Measurement & reduction of impact:	a. Greenhouse gas emissions	b. Water use	c. Waste to landfill	d. Biodiversity impacts	Procurement of goods/services/works with social considerations		g. Other (please specify)
					e. Labour practices	f. Community benefit	
Our sustainability policy covers:	☐	☐	☐	☐	☐	☐	
We measure:	☐	☐	☐	☐	☐	☐	
We have set targets:	☐	☐	☐	☐	☐	☐	
Where applicable, please state target (s), including units of measure and timeframe:	☐	☐	☐	☐	☐	☐	
We have an action plan to reach our targets (s):	☐	☐	☐	☐	☐	☐	
We publicly report our progress:	☐	☐	☐	☐	☐	☐	
Where improvement targets have been set, please list 2-3 actions your organisation has implemented to achieve targets:							
Do one or more of your staff members have direct responsibility for implementing your environmental or sustainability targets?					☐ YES		☐ NO

6. ADDITIONAL INFORMATION

Consultants may submit any additional information that may support their application. If insufficient space please attach lists.

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Signed:

For and on Behalf of:
(Submitter)

DATED this: day of 2014

SCHEDULE 3 – QUOTATION FORM

(To be submitted with quotation)

Item No.	Description of Work	Amount (excl GST)
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$
	GST	\$
	TOTAL PRICE (incl. GST)	\$

Signed:

For and on Behalf of:
(Submitter)

DATED this: **day of** **2014**

It is hereby acknowledged that, until the execution of a formal agreement, this document will evidence the contract between the parties.

PROJECT BRIEF

POST CONTACT THEMATIC HERITAGE STUDY

1 BACKGROUND

This study is commissioned by Mount Alexander Shire Council. Council is seeking an individual or team of experts with the necessary skills and experience to provide a study of the broad themes as referred to in *Victoria's Framework of Historical Themes* as appropriate to Mount Alexander Shire Council.

2 STUDY AREA

The study area is within the boundaries of Mount Alexander Shire Council.

3 OBJECTIVES

The purpose of this study is to:

- Prepare a Thematic Environmental History of post-contact settlement and development of the study area;
- Identify all post-contact places of potential cultural significance in the study area;
- Estimate the resources required to appropriately research, document and assess those post-contact places of potential cultural significance that are considered worthy of future conservation; and
- Recommend priorities for further stages.

4 METHODOLOGY

The heritage study is to be prepared in accordance with the *Australia ICOMOS Burra Charter, 1999* and its Guidelines. All terminology shall be consistent with the Burra Charter (see [Appendix 1](#) for definitions of words that appear regularly in this brief).

The consultant is required to use *Victoria's Framework of Historical Themes* (see [Appendix 1](#)) in preparing the study.

The consultant is to refer to the *Guidelines for Thematic Environmental Histories* in preparing the Thematic Environmental History (see [Appendix 1](#)).

Thematic Environmental History of post-contact settlement and development of the study area

This section of the study will address the history of the physical development of the study area since post-contact occupation. It will isolate and explain those aspects and themes that are crucial to understanding the area and the historic physical fabric as it exists today.

It is expected that research for the Thematic Environmental History will:

- collate existing documentation as appropriate for a post contact study;
- provide information on the location and applicable themes of places of potential cultural significance;

- provide a balance of information and discussion across all the appropriate themes applicable to Mount Alexander Shire Council;
- provide a context for the comparative assessment of places of cultural significance;
- provide a balance of information and discussion across all the appropriate themes applicable to Mount Alexander Shire Council;
- relate appropriately to the Historical Society and Heritage Advisory Committee; and
- provide a public information session and a briefing to the Heritage Advisory Committee and Council as required in consultation with the project manager.

The Thematic Environmental History should be integrated with the study process in a reiterative manner. While the key themes should be initially identified and inform the field work, the Thematic Environmental History itself should be informed by discoveries in the field, by information about places from local sources and by the research. The Thematic Environmental History should be labelled and treated as a draft document until the end of Stage 2 of the heritage study process.

Initially, the consultant shall review existing available sources of information, prepare a brief bibliography and identify the key themes in the historical development of the area spread across the themes. *Victoria's Framework of Historical Themes* developed by Heritage Victoria shall be used as a checklist in producing the Thematic Environmental History.

The Thematic Environmental History will be concise (up to 20,000 words) and analytical. It must not be a comprehensive chronological history. It will clearly define the key themes that will provide an historical explanation of the existing physical fabric and land use patterns of the study area. These themes will be applied in the identification and evaluation of individual components of the study area's heritage.

In preparing the Thematic Environmental History the consultant should identify maps, plans and other documents that may show the location of early buildings, structures, elements and activities that may be of potential heritage significance. Illustrative material should be incorporated within the Thematic Environmental History where possible and appropriate. Buildings, structures, elements and activities shown on these early plans should be further evaluated during the heritage study process for their potential heritage significance, including archaeological importance.

The Thematic Environmental History might also include a series of simple maps that show broad land-use and settlement patterns at different periods in the development of the study area.

The draft Thematic Environmental History shall be reviewed during further stages of the heritage study process at the completion of the identification of places of potential cultural significance and again during Stage 2 of the study. The emphasis that is given to particular themes may need to be amended in the light of the work that has been undertaken.

A draft Statement of Significance for the heritage of the study area shall be prepared as part of the draft Thematic Environmental History. This should be no more than about 400 words (ie. no longer than an A4 page) and will be finalised in a further stage. It is not necessary to use the same approach that would be taken in preparing a Statement of Significance for a heritage place. For example, it is not useful to state that '*The City*

of ... is of aesthetic significance for its...'. Instead, the Statement of Significance for the study area should clearly and succinctly identify what is important and unique about the area and why. It may be possible to use this statement in a corporate plan or Municipal Strategic Statement. An example of the approach that can be taken in preparing the study area Statement of Significance can be found in the Department of Infrastructure's 'Protecting Heritage in a Changing Melbourne: Technical Report 10 – Planning Melbourne for the 21st Century (2001)'.

The proposed budget for this work is in the range of \$30,000 to \$35,000 and the delivery of the bulk of the work is to be invoiced by 30 June 2014. Draft documents are expected by 30 June 2014 unless by written agreement of Council.

The project will be managed by Mount Alexander Shire Council's Strategic Planning Department. Please contact Christine Halstead on 5471 1806 for any questions about the project.

Meeting/Report	Frequency	Content
The successful consultant is expected to attend at least 3 progress meetings, 2 briefings and 1 public information session in consultation with the project manager.	1. A project Inception meeting At approximately monthly intervals as follows: Meetings to discuss the following: 2. Review Themes 3. Review Draft Briefings	Discussion of Issues Timelines The project manager will distribute the minutes within a week of the meeting. Preferably the next day.
The successful consultant will be expected to attend one meeting of the Heritage Advisory Committee as a Reference Group	Heritage Advisory Committee Quarterly 3rd Wednesday of the Month	Review Draft & Briefings
The successful consultant will be expected to attend one meeting of the Councillors	Council Briefings are held Tuesday afternoon at 2pm fortnightly	Review Draft & Briefings

Attendance at a Council Briefing meeting may be required after completion of the draft.

Council will assist with mapping.

APPENDIX 1

GUIDELINES FOR THEMATIC ENVIRONMENTAL HISTORIES

These Guidelines cover the role and purpose of Thematic Environmental Histories.

What is a Thematic Environmental History?

A Thematic Environmental History sets out the key themes that have influenced the historical development of the municipality or study area since first contact between Aboriginal and non-Aboriginal people.

It is meant to explain how and why the municipality or study area looks like it does today. A successful Thematic Environmental History will:

- isolate the key themes in the historical development of the municipality or study area;
- explain how those themes may have influenced the settlement and development patterns of the municipality or study area; and
- can help to raise community awareness of the historical development and heritage of the area.

A Thematic Environmental History is not a chronological account of everything that happened in the municipality or study area. A Thematic Environmental History is not a record of all the individuals, events, schools, sporting clubs, institutions etc that may have left their mark on the municipality or study area. The Thematic Environmental History is not a substitute for a municipal or local history. The two are quite different and serve different purposes.

Why is the Thematic Environmental History important?

The Thematic Environmental History serves three essential roles:

1. It ensures that the places that are identified for conservation reflect and represent the historical development of the area.
2. It can provide knowledge of places of historical importance that might not otherwise come to be identified or for which there may be little if any visible evidence (such as potential historic and archaeological sites).
3. It is a useful tool when undertaking comparative assessments of the significance of particular places.

These three roles are elaborated upon below.

The Thematic Environmental History as a tool to ensure that identified places reflects and represents the historical development of the area

One of the important objectives of heritage conservation is to provide present and future generations with a tangible link to the past that is not distorted in any particular way. Therefore, the places that we conserve should accurately portray and represent the history of the area. A criticism of some early heritage studies is that they concentrated on architecture; on grand mansions; on churches, schools and other public buildings and on the picturesque and the nineteenth century. The Thematic Environmental History and its proper application as a tool in the identification and assessment of heritage places should ensure that any particular biases are overcome.

For example, it would be wrong if a heritage program in an area such as Footscray was to protect only elaborate residential, commercial, religious or institutional buildings but to ignore

industrial buildings or the houses of the workers. Industry was a key theme in the historical development of Footscray and this should be reflected in the places that are conserved. In an area such as the Northern Grampians Shire, key themes have included pastoralism, gold mining, grape cultivation and water storage and production. One would expect that all these themes would be represented in the places that are identified for future conservation.

The Thematic Environmental History as a tool in identifying places of historical importance

Many places possess a historical significance that is not readily apparent to the observer. For example, a particular building or place may have a strong association with a significant person in history or an important event. It is often only through delving into the historic records that such connections or associations become evident.

Surveys, maps, plans, photographs, illustrative materials and records may provide information about very early buildings or places, transport routes, land settlement patterns etc that could be important to conserve. Sometimes there may be little surviving evidence of their existence. However, the place may be important for its associations (eg. Lieutenant David Collins' first settlement site at Sorrento), or the place may be important for its surviving surface or sub-surface remains (eg the early whaling settlements on Wilson's Promontory). The historical importance of these places may not be apparent to the observer. However, information as to their location, existence and importance can be provided through the research necessary to produce the Thematic Environmental History.

The Thematic Environmental History as a tool in undertaking comparative assessments of the significance of particular places

The Thematic Environmental History also plays an important role when assessing the relative importance of particular places.

For example, if wine production was an important theme in the historical development of an area, the Thematic Environmental History may provide details of the first wineries, the biggest producers, the wineries that led technology in the wine industry, the leading exporters and the wineries which won national or international awards. Such information can be useful when trying to assess the relative importance of many places of a similar type or a common history.

Writing the Thematic Environmental History

- The Thematic Environmental History should preferably be written by a historian, though other disciplines may have the skills to undertake the task. However, the person undertaking the task should be able to isolate the key themes in the historical development of the area (ie. not write about every aspect of history) and should be able to demonstrate how those themes may be manifest in the settlement and development patterns of the study area.
- A quick familiarisation tour of the study area, observing the settlement and development patterns is likely to prove useful before commencing the research.
- A review of secondary references (eg. local histories) is likely to prove useful.
- *Victoria's Framework of Historical Themes* should be consulted (see Appendix 3). Those themes that appear to be particularly relevant to the study area should be noted. It is not important to write a paragraph or page on every theme identified in the Framework. Rather, only those themes that may be particularly relevant to the study area should be identified. The Framework is meant to be a guide only and a useful means of identifying themes. It is also possible that some themes may emerge which are not identified in the Framework.

- Review primary sources, especially early surveys, maps, Crown Land plans and records, photographs, illustrative materials, local government records etc. Buildings, structures and other places shown on these documents should be recorded for subsequent historical research and field checking.
- Review previous research in files held by organisations such as Heritage Victoria, National Trust of Australia (Victoria), Australian Heritage Commission, Environment Conservation Council, Parks Victoria, existing heritage studies, typological studies etc.
- Consult with local historical societies, community groups, knowledgeable individuals etc regarding the identification of themes, local examples etc.
- Examine place type checklists as these can be useful in broadening your perspective of both relevant themes as well as places to look for in the field. Place type checklists can also be useful in jogging the memory of locals involved with the study.
- Produce a first draft of the Thematic Environmental History for presentation to the Steering Committee. The Steering Committee may suggest that the material be circulated to other interested individuals and organisations for input and review.
- The Thematic Environmental History should not be regarded as a static document. The Thematic Environmental History should be reviewed during the course of the study. It should be reviewed once the field work is complete. It is also important to review the document during and towards the completion of Stage 2 of the heritage study (the assessment and documentation of places of importance). It is quite likely that fieldwork and research will place themes in a different light. For example, fieldwork and research may suggest that there is little or no evidence of themes that may have been historically important in the development of the study area. Alternatively, other themes may emerge following fieldwork and research that were not regarded as important during the writing of the Thematic Environmental History.
- The Thematic Environmental History should be read by all other consultants involved in the study. The writer of the Thematic Environmental History should be asked to brief other consultants involved in the study about the importance of particular themes and particular places to be looked for in the field. For example, any architects, archaeologists or landscape practitioners involved in the study should be using the Thematic Environmental History as a tool to guide them in identifying places in the field. The writer of the Thematic Environmental History should also play a role in any fieldwork.

Other points

- The Thematic Environmental History must be used as a tool in the identification and assessment of places of importance. There is no point in labouring over the Thematic Environmental History to then ignore the work when undertaking the identification and assessment of significant places. For this reason, the key historic themes should be established before any extensive fieldwork is undertaken.
- An attempt should be made to identify and amplify those particular themes that are of special significance to the municipality or study area.
Victoria's Framework of Historical Themes should be used as a guide only and in a discriminating manner. Do not write about every theme. For example, every municipality has its cemeteries but this does not mean that the theme of "Marking the phases of life" needs be elaborated upon. However, this theme would have particular importance in say, Greater Dandenong where the Necropolis has played an important role for the metropolitan area.

- How far the Thematic Environmental History extends into the 20th century depends upon the influence of particular 20th century themes on the physical development of the study area or the continuation of those themes over a long period of time into the 20th century. It is often difficult to judge the importance which recent events may have on the development of the study area. Time enables the contribution of particular themes to be placed in perspective. However, this is no reason to ignore the potential contributions of recent history. For example, a Thematic Environmental History in Banyule could not fail to refer to the contribution of the Olympic Games and the Olympic Village in the historical development of the study area.
- Often aspects of history that may be external to the study area may have a profound effect on the historical development and land use and settlement patterns of the municipality or study area. Although these factors may be external to the study area, they should be identified in the Thematic Environmental History. For example, the port and township of Port Albert is located a short distance outside the municipality of South Gippsland. However, the port and township played a particularly influential role in the physical development of the South Gippsland Shire and cannot be ignored. It should be referred to in the Thematic Environmental History if not in any fieldwork.
- It is important to use headings and subheadings through the Thematic Environmental History to identify major themes. These headings and subheadings could adopt the terminology used in *Victoria's Framework of Historical Themes*.
- At the conclusion of the Thematic Environmental History, a Statement of Significance for the heritage of the municipality should be completed. This should be no longer than one A4 page (400 words maximum).

Useful examples of Thematic Environmental Histories include:

- Land Conservation Council Victoria *Historic Places Special Investigation South Western Victoria Descriptive Report* January 1996 - see Chapter 3 - History and Heritage and Chapter 7 – Themes. This study uses the draft *Australian Historic Themes*. It demonstrates how national themes are manifest at the local level. Chapter 7 of the *Historic Places Special Investigation South Western Victoria Final Recommendations* January 1997 also demonstrates how identified places represent the national and local themes.
- Jacobs, W. Twigg, K. (1995) *The Avoca Shire Heritage Study 1864-1994*, Vol 1, 2 & 3. The Pyrenees Shire. Although this study does not apply the draft *Australian Historic Themes* it does successfully articulate key local themes and demonstrate their connection to significant local places.

GENERAL CONDITIONS OF CONTRACT

Consultancy Services Contract

M1062-2014Q

Strategic Planning Project – Thematic Heritage Study

Mount Alexander Shire Council

and

[Insert Consultant Name]

CONTRACT FORM

Contract Reference: Strategic Planning Project – Thematic Heritage Study

Date of this Contract: [Insert Date]

Between: Mount Alexander Shire Council, of 27 Lyttleton Street, Castlemaine, Victoria 3450 (**the Council**)

And

The Consultant whose details appear in the Annexure

Category: [Insert Business Unit]

The Council wishes to engage the Consultant to provide the Services and the Consultant has agreed to perform the Services.

This Contract sets out the rights and obligations of each party in relation to the Services.

SIGNING PAGE

Executed by the parties

Signed for and on behalf of:

MOUNT ALEXANDER SHIRE COUNCIL

by

)

)

)

.....

_____,
in the presence of:

.....

Signed for and on behalf of:

[Insert Consultant Name] by

)

)

)

.....

_____,
in the presence of:

.....

CONDITIONS OF CONTRACT

1. Term

This Contract will begin on the *Start Date* and will continue for the *Term*.

2. Services

2.1 The *Consultant* will perform the *Services* and provide the *Deliverables* by the date specified in Item 6 of the Annexure.

2.2 The *Services* must be performed:

2.2.1 in accordance with the terms of this Contract;

2.2.2 by the *Specified Personnel*, if any are specified; and

2.2.3 with due care and skill.

3. Payment

3.1 The Council will make payments to the *Consultant* for the *Services* as set out in Item 7 of the Annexure.

3.2 Payments must be made within thirty (30) days of receipt by the *Council* of a valid Tax Invoice from the *Consultant* for the amount owing, as specified in Item 7 of the Annexure.

4. Confidentiality

4.1 When receiving *Confidential Information*, the *Receiving Party* must:

4.1.1 keep all *Confidential Information* of the *Disclosing Party* confidential, unless strictly required otherwise by law;

4.1.2 limit access to those of its personnel reasonably requiring the *Confidential Information* on a strictly need to know basis;

4.1.3 not use any *Confidential Information* in any way other than for the *Services* or as otherwise contemplated by this Contract without the prior written permission of the *Disclosing Party*; and

4.1.4 ensure that all personnel to whom *Confidential Information* is disclosed are legally bound under the terms and conditions of their employment agreements or otherwise, to keep the *Confidential Information* confidential and not to use the *Confidential Information* except in relation to the subject matter of this Contract.

- 4.2 *Confidential Information* excludes, or as the case requires, ceases to include information, which is, or becomes:
- 4.2.1 available to the public at or after the date of its disclosure to the *Receiving Party* otherwise than through the default of the *Receiving Party*; or
 - 4.2.2 properly in the possession of the *Receiving Party* otherwise than by prior confidential disclosure from the *Disclosing Party*; or
 - 4.2.3 demonstrated by the *Receiving Party* to be independently developed by an employee or agent of the *Receiving Party* having no knowledge of such information which is the subject of the disclosure.
- 4.3 At the termination or expiration of this Contract and upon the written request of the *Disclosing Party*, the *Receiving Party* must return to the *Disclosing Party* any documents originating from the *Disclosing Party* which embody *Confidential Information* and must not keep any copies in any form.

5. Intellectual Property

- 5.1 Each *Party*:
- 5.1.1 agrees that it will not have any claim, ownership or interest in the other *Party's Background Intellectual Property*;
 - 5.1.2 grants the other *Party* a non-exclusive, royalty-free licence for the use of any *Background Intellectual Property* made available by the granting *Party* for the purpose of carrying out the *Services*; and
 - 5.1.3 agrees that if *Background Intellectual Property* which has been made available pursuant to sub-clause 5.1.2 is required for the commercialisation of the *Services*, it must be made available on commercial terms to be negotiated in good faith by the *Parties*. If the *Parties* cannot reach agreement on commercial terms, the matter must be dealt with in accordance with clause 9.
- 5.2 Subject to clause 5.3, the rights to all *Deliverables*, including the *Intellectual Property* created, discovered or coming into existence as a result of or arising out of the *Deliverables* will be the property of and vested in the *Council*.
- 5.3 Ownership or other rights in the *Deliverables* will not pass to the *Council* if payment is not made in accordance with clause 3 of this Contract.

6. Risk, Liability and Insurance

- 6.1 The *Consultant* warrants that it will carry out the *Services* according to proper professional standards.
- 6.2 The *Consultant* indemnifies the *Council* and its staff, and will keep the *Council* and its staff indemnified, against all loss, damage, cost or expense suffered or incurred by the *Council* or its staff by reason of any breach of this Contract by the *Consultant*

or in any way connected with the performance or purported performance of the *Services*.

6.3 Before performing the *Services*, the *Consultant* must effect policies of insurance covering:

6.3.1 public liability for an amount not less than \$10,000,000 for any single occurrence; and

6.3.2 professional indemnity for an amount not less than \$5,000,000 for any single occurrence.

6.4 The policies of insurance required by clause 6.3 must contain a principal's indemnity extension in relation to the *Services*, and must be maintained until all of the *Services* have been performed. The *Consultant* must, on request from the *Council*, promptly produce evidence of currency on all the policies required by clause 6.3.

7. Termination

7.1 This Contract may be terminated at any time with the consent of both *Parties*.

7.2 Either *Party* may terminate this Contract if the other *Party* is in default of the terms and conditions of this Contract and fails to remedy the default within twenty (20) Business Days after receiving *Notice* requiring the remedy of the default.

7.3 Termination of this Contract for whatever cause shall be without prejudice to any rights or obligations that have accrued or are owing prior to such termination, including but not limited to payments of money.

8. GST

For the purposes of this clause 8, the value of taxable supply made by each *Party* under this Contract is as follows:

8.1.1 unless expressly stated to the contrary, the consideration to be provided for any taxable supply made by one party to the other under this Contract has been calculated without regard to, and is exclusive of, GST;

8.1.2 the consideration referred to in paragraph (a) shall be increased by the amount of any GST;

8.1.3 the *Party* receiving any payment for a taxable supply under this Contract shall provide to the *Party* making a payment for a taxable supply a tax invoice in respect of that payment; and

8.1.4 the *Party* receiving any payment under this Contract for a taxable supply shall do all things necessary (including, without limitation, registering with any required Government authority) to enable the party making a payment for a taxable supply to claim any credits or other benefits under the relevant law relating to GST.

9. Dispute Resolution

- 9.1 A *Party* claiming that a dispute has arisen under this Contract (**Dispute**) must notify the other *Party* giving written details of the Dispute. The *Parties* agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute and will refer resolution of the Dispute to officers within each *Party* who are authorised to hear the Dispute before commencing any legal proceedings in relation to the Dispute.
- 9.2 Any Dispute which cannot be settled under clause 9.1 within 21 days of the Dispute being notified under that clause or by such later date (if any) as may be agreed in writing by the *Parties* must be referred for determination by a person appointed for that purpose by the *Parties* and failing agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia (Victorian Division).
- 9.3 Any determination made under the above clause is binding on the *Parties* and the *Commercial Arbitration Act 1984* applies to the determination except to the extent otherwise agreed by the *Parties*.
- 9.4 Nothing in this clause 9 will prevent a *Party* from seeking interlocutory relief.

10. Relationship

The *Parties* are independent contracting parties, and nothing in this Contract shall make any *Party* the agent, partner or legal representative of the other *Party* for any purpose whatsoever, nor does it grant either *Party* any authority to assume or to create any obligation on behalf of or in the name of the other *Party* on any account whatsoever.

11. Governing Law

The laws that are applicable in Victoria, Australia govern this Contract and each *Party* submits to the jurisdiction of the courts of that state and the courts of appeal therefrom

12. Compliance

The *Consultant* must comply with all legislation applicable to the Services and their delivery including but not limited to Equal Opportunity and Occupational Health and Safety legislation and the Charter of Human Rights and Responsibilities as well as any relevant Council policies.

13. General

13.1 Entire agreement

This Contract and any annexures constitute the entire agreement of the *Parties* with respect to its subject matter and supersedes all prior oral or written representations and agreements.

13.2 Amendment

This Contract may only be amended in writing signed by the parties.

13.3 Assignment

A Party may not assign its rights or obligations arising under this Contract without the prior written consent of the other Party, which consent may be given or not given at the discretion of the Party whose consent is requested and subject to such conditions (if any) as that Party may determine.

13.4 Waiver

A waiver by either *Party* of a breach of any provision of this Contract does not constitute a waiver of any succeeding breach of the same or any other provision.

13.5 Severance

If any provision or part provision of this Contract is invalid or unenforceable, such provision shall be deemed deleted but only to the extent necessary and the remaining provisions of this Contract shall remain in full force and effect.

14. Definitions and Interpretation

14.1 In this Contract, unless the context requires otherwise:

Background Intellectual Property means Intellectual Property owned or controlled by a *Party*, including *Intellectual Property* developed prior to or independently of this Contract, which the *Party* determines, in its sole discretion, to make available for the carrying out of the Services.

Confidential Information includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the *Disclosing Party* which the *Disclosing Party* regards as confidential to it or which is evident by its nature to be confidential and all copies, notes and records and all related information generated by the *Receiving Party* based on or arising out of any such disclosure.

Consultant means the person described in Item 1 of the Annexure.

Council means Mount Alexander Shire Council.

Deliverables means the reports and other materials embodying data, results and other information produced in and for the Services as described in Item 6 of the Annexure.

Disclosing Party means the *Party* that is disclosing *Confidential Information*.

Improvement means any improvement, advancement, modification, adaptation or the like arising from a *Party's* use of *Background Intellectual Property*.

Intellectual Property means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

Notice means any notice, demand, consent or other communication whatsoever given or made under this Contract and must be in writing.

Parties means the parties to this Contract and their respective successors and permitted assigns, and *Party* means any one of them.

Receiving Party means the *Party* that is receiving *Confidential Information*.

Start Date means the date specified in Item 2 of the Annexure.

Services means the services specified in Item 4 of the Annexure.

Specified Personnel means the person(s) listed in Item 5 of the Annexure (if any).

Term means the term specified in Item 3 of the Annexure, subject to clause 7 of this Contract.

14.2 The following rules apply unless the context requires otherwise:

14.2.1 the singular includes the plural and conversely;

14.2.2 a gender includes all genders;

14.2.3 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

14.2.4 a reference to a person, corporation, trust, sponsorship, unincorporated body or other entity includes any of them;

14.2.5 a reference to a clause is a reference to a clause of this Contract;

14.2.6 a reference to A\$, \$A, dollar or \$ is to Australian currency;

14.2.7 a reference to time is to Melbourne, Australia time;

14.2.8 a reference to a document or instrument is to the document or instrument as amended, replaced or otherwise varied, except to the extent prohibited by this Contract or that other document or instrument;

14.2.9 a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

14.2.10 a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;

14.2.11 a reference to “GST”, “input tax credit”, “supply”, “tax invoice” and “taxable supply” have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.

14.3 Headings are for convenience only and do not affect interpretation.
