



Tasmanian
Government

CONTRACT FOR SUPPLY OF GOODS AND/OR SERVICES

Southern Stadium Analysis – Preferred Site Image Development

Contract reference No.: NR1283

Principal: The Crown in Right of Tasmania
(acting through The Department of State Growth)

Supplier: Stephen Christopher McMullen t/a "MCS Facility
Management"

CONTRACT FOR SUPPLY OF GOODS AND/OR SERVICES

Contract No. NR 1283 - Southern Stadium Analysis – Preferred Site Image Development

Date: 9 May 2022

Parties:

Name **The Crown in Right of Tasmania**
(acting through the Department of State Growth)
Short form name **Principal**
Notice details C/- Department of State Growth
2 Salamanca Square, Hobart TAS 7000
Email: Alison.Turner@stategrowth.tas.gov.au
Telephone: 03 6166 3461
Attention: Alison Turner

Name **Stephen Christopher McMullen t/a "MCS Facility Management"**
ACN
ABN 45 659 683 052
Short form name **Supplier**
Notice details **Out of scope**
Email: mcsfacility@gmail.com
Telephone: **Out of scope**
Attention: Stephen McMullen

Background: The Principal and the Supplier have agreed to be bound by the Contract. Pursuant to the Contract, the Supplier agrees to deliver or supply the Supplies (described in the Contract Information Table) to the Principal.

The parties agree as follows:

1 Contract

1.1 Principal and Supplier agree to be bound by Contract

The Principal and the Supplier agree to be bound by the Contract.

1.2 Contract comprises

The Contract comprises:

- (a) this document;
- (b) the Contract Information Table included in Attachment 1 to this document;
- (c) the Tasmanian Government's 'Goods and Services SCC: Version 2021-01' (the **Conditions of Contract**), which are taken to be incorporated by reference in this document; and
- (d) if the Contract Information Table states that any other documents form part of the Contract, then those other documents.

1.3 Supplier's acknowledgment

The Supplier acknowledges that it received and read a copy of the Conditions of Contract before signing this document.

1.4 Defined terms

For the avoidance of doubt, unless the context otherwise requires, terms defined in the Conditions of Contract and the Contract Information Table (as applicable) have the same meanings when used in this document.

Executed as an agreement

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Signing

Signing by the Principal

Executed as an agreement on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature: →

Being a person who has authority to sign this Agreement on behalf of the Principal

*Print name and position:

Witness' signature: →

*Witness print name and position:

*Use BLOCK LETTERS

*Witness print address:

Signing by the Supplier

Executed as an agreement by **Stephen Christopher McMullen** in the presence of the witness named below:

Signature: →

Witness' signature: →

*Witness print name:

*Use BLOCK LETTERS

*Witness print address:

Attachment 1: Contract Information Table

IMPORTANT NOTES:

- A. The Contract Information Table:
- Sets out the key variable contract details relevant to the application and operation of the Conditions of Contract to the procurement. (**NOTE:** The Conditions of Contract are incorporated by reference into the Contract).
 - May modify the Conditions of Contract as they apply to the delivery of the Supplies and in other respects.
 - May include additional terms and conditions of contract which will apply to the Contract.
- B. The Contract Information Table must be read in conjunction with the Conditions of Contract.
- C. A reference in the Contract Information Table to a row also includes a reference to the heading for the row.

Goods and/or Services to be supplied:

The goods and/or services (the **Supplies**) to be supplied by the Supplier to the Principal in accordance with the Contract are as follows:

Goods: Not applicable. The Supplies do not include Goods.

Services: The production and delivery of high quality conceptual images of a stadium and facilities at the preferred site as identified in the "Southern Stadium Analysis", for use by the Principal in internal and external preliminary stakeholder presentations.

A more detailed description of the goods and/services being procured is included in the Specification.

Specification applicable to Supplies:

The Supplies must comply with, and also where applicable be delivered in accordance with, the following specification (the **Specification**):

1. The Supplier is to conceptually design a 23,000-27,000 seat capacity stadium and facilities in southern Tasmania at the preferred site identified in the preliminary feasibility site options assessment (refer Contract No. NR 1227 between the Principal and the Supplier), including full rendering and high definition photography of the nominated site as part of the concept development.
2. The Supplier must deliver three (3) high resolution, 'magazine quality' aspirational rendered images, consisting of the following:
 - a. Image 1 - Angle – low level view from the river in a westerly direction towards Hobart city and Mount Wellington, highlighting the stadium and waterfront district;
 - b. Image 2 – Angle – high level view in a westerly direction towards Hobart city and Mount Wellington; and
 - c. Image 3 – Angle – mid level view in a north easterly direction down Macquarie Street, Hobart with the Cenotaph in the image.
3. The Supplier must deliver the final images in PDF and jpeg format, to the satisfaction of the Principal's Representative (acting reasonably), by no later than 28 February 2022, or other date agreed between the parties in writing.

Specification applicable to Supplies:

Delivery of Supplies that are Goods:

Not applicable. The Supplies do not include Goods.

Acceptance Period for Supplies that are Goods:

Not applicable. The Supplies do not include Goods.

Warranty Period applicable to Supplies that are Goods:

Not applicable. The Supplies do not include Goods.

Delivery of Supplies that are Services:

The service period (the **Service Period**) applicable to the supply of the Services is:
10 February 2022 – 31 March 2022.

The Supplier must ensure that the Services are delivered by the persons named below (or by other persons approved, in writing, by the Principal). If a named person is not available for any reason beyond the reasonable control of the Supplier, then another person approved, in writing, by the Principal must provide the specified part of the Services.

Person 1 details:

Name: Stephen McMullen

Position: Director, MCS Management & Consulting

Contract Sum:

The contract sum (the **Contract Sum**) for the delivery of the Supplies is \$22,500.00 (exclusive of GST).

Subject to clauses 5 of the Conditions of Contract, the Contract Sum is payable as a single instalment on completion of the Services.

Out-of-pocket expenses and disbursements:

Not applicable.

Insurance:

Public liability insurance:

Policy type: Public liability insurance policy.

Required cover: The policy must cover liabilities arising out of, or in connection with, the performance of the Contract by the Supplier, including liabilities in respect of:

(a) personal injury to, or the death of, any person (excluding a person who at the time of the injury or death is defined as a worker of the Supplier under any Law relating to workers' or accident compensation insurance); and

(b) loss, destruction or damage to any property.

If the Supplier is supplying Services, the public liability insurance policy must indemnify the Principal for any vicarious or other legal liability that the Principal may have in respect of any willful or negligent act or omission of the Supplier or any Supplier's Personnel.

Period of insurance: The period commencing on the date of the Contract until the Supplier has performed all of its obligations under the Contract, or the date on which the Contract is terminated (whichever first occurs).

Amount of cover: Not less than \$5,000,000.00 for each individual claim or series of claims arising out of a single occurrence.

Workers' compensation insurance:

Policy type: Workers' compensation insurance.

Required cover: In accordance with the Law.

Professional indemnity insurance:

Policy type: Professional indemnity insurance.

Required cover: The policy must indemnify the Supplier for any breach of professional duty, whether owed in contract, tort or otherwise, in connection with the performance of the Contract by the Supplier. The policy must include an automatic reinstatement clause.

Period of insurance: The period commencing on the date of the Contract until the date six years after the date the Supplier has performed all of its obligations under the Contract.

Amount of cover: Not less than \$2,000,000.00.

NOT APPLICABLE

Special terms and conditions:

The special terms and conditions (each a **Contract Special Condition**) set out below apply to the Contract.

If there is any inconsistency between a Contract Special Condition and another provision of the Contract, the special condition overrides the other provision to the extent of the inconsistency.

A Contract Special Condition is taken not to be inconsistent with another provision of the Contract if the Contract Special Condition and the other provision of the Contract are both capable of being complied with.

Contract Special Conditions:

1. The Supplier agrees and warrants:
 - a. that the Specified Personnel piloting or in any way operating remotely piloted aircraft equipment (including an aerial drone system) are subject to the necessary licences and training and that the piloting or operation of remotely piloted aircraft equipment will be undertaken in compliance with all licence conditions and requirements; and
 - b. that the Services will be undertaken and delivered in compliance with all applicable regulations, standards and legislative requirements including the Civil Aviation Safety Authority (CASA) regulations governing commercial drone piloting.

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