



GOLD COAST CULTURAL PRECINCT

**DESIGN
COMPETITION**

COMPETITION CONDITIONS DOCUMENT 1

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1. Introduction

1.1 About the Competition

Gold Coast City Council (Council) has initiated a two-stage Gold Coast Cultural Precinct Design Competition.

This document contains information and instructions to allow Competitors to complete their Stage One Submission and provides guidelines for those Competitors that are shortlisted (Shortlisted Competitors) to participate in Stage Two.

This document should be read in conjunction with the Design Brief (the Brief). Council invites Stage One Competitors to present a Submission from collaborative teams that demonstrate a high level of capability, as well as a concise yet compelling design response to the Brief.

Stage One Submissions should be high-level and indicative, with depth and detailed definition to come in Stage Two. Notwithstanding, Competitors must respond to Stage One with a full understanding of the overall Competition ambition as outlined in the Brief.

Upon selection by the Jury, Shortlisted Competitors will be commissioned for intensive exploration and presentation of ideas and possibilities for the cultural precinct. These Stage Two Submissions are expected to represent a substantial cross-disciplinary design investment.

The successful Competitor from Stage Two will, subject to clauses within this document, be commissioned to deliver on-going design services in accordance with the Project's three-phase delivery. (See Clause 1.6).

1.2 Participation

Stage One of the Competition is open to all legal entities in Australia and around the world. It is a Competition requirement that all Competitors nominate a legal entity that is a registered architect or landscape architect.

Stage Two of the Competition is open to those shortlisted at the end of the first stage.

The following entities are not eligible to enter the Competition or to assist a Competitor directly in its participation in the Competition:

- Members of the Jury, or any firm or company with which they have a direct association.
- Gold Coast City Council Councillors, employees or consultants and contractors employed by Council and involved with the Competition.
- The Competition Adviser, Probity Adviser, and other advisers directly involved with the Competition.
- Any business associate or immediate family member of any of the above.
- Any Competitor who does not meet the Stage One Eligibility Non-Scoring Criteria, refer to clause 3.6.

A firm or company or legal entity will be considered to have a direct association with a member of the Jury if that member or a member of their immediate family is a partner, officer, employee, agent, consultant or adviser of the firm or company.

1.3 Competition Contact

All requests for information or clarification regarding the Competition should be submitted via LG tender box www.lgtenderbox.com.au

These will be processed by the Competition Adviser who will liaise with the Competition Project Team and Probity Adviser.

Registrants and Competitors will be notified of any changes and/or clarifications with regards to the Competition.

For any matter related to the Competition, Registrants and Competitors must not approach any of Council's elected representatives, employees or contractors other than the Competition Adviser or Probity Adviser during the Competition Period. Failure to adhere to this requirement may lead to a Submission being deemed Non-Conforming. For questions or complaints relating to probity issues see Clause 5.6.

1.4 Competition Documents

The following represents a full list of documents necessary to understand and participate in the Competition:

Stage One documents

DOCUMENT 1 COMPETITION CONDITIONS
 DOCUMENT 1 ATTACHMENT A - HOW TO LODGE A STAGE ONE SUBMISSION
 DOCUMENT 2 DESIGN BRIEF (The Brief)
 DOCUMENT 3 REGISTRATION FORM
 DOCUMENT 4 SITE INFORMATION VIA DROPBOX (refer index Clause 7.1)
 DOCUMENT 5 SAMPLE DESIGN SERVICES CONTRACT FOR PHASE 2

Stage Two additional documents

(available to Shortlisted Competitors prior to commencement of Stage Two)

DOCUMENT 6 DESIGN BRIEF AS AMENDED FOR STAGE TWO
 DOCUMENT 7 PROFESSIONAL RESPONSE FORMS (refer Clause 4.2.2)
 ADDENDA

1.5 Competition Schedule

All Registrations, Stage One Submissions and Stage Two Submissions must be lodged by the date and time listed in the Competition time schedule below. (All times are Australian Eastern Standard Times - AEST)

	Key Activities	Dates	Time
Stage One	Registration and Question Period opens	Tuesday 19 March 2013	11am
	Competition documents available	Tuesday 26 March 2013	11am
	Registration and Question Period closes	Monday 15 April 2013	11am
	Submissions open	Tuesday 16 April 2013	11am
	Submissions close	Monday 6 May 2013	4pm
	Jury evaluation	Monday 20/Tuesday 21 May 2013	
	Shortlisted Competitors announced	Mid June 2013	
	Stage Two	Documents available	Tuesday 18 June 2013
Clarification meetings		2-5 July 2013	
Questions and clarification period closes		Tuesday 30 July 2013	11am
Submissions close		Monday 9 September 2013	4pm
Jury evaluation (with team presentations)		Thursday 10 October 2013	
Winner announced		Late November 2013	

Council may extend the Submission closing time up to seven days prior to Stage One or Stage Two Submission closing time stated above, by written notice to all Registrants/Shortlisted Competitors.

1.6 Three-Phase Project Realisation Process

This Competition is Phase 1 in a three-phase process to realise Gold Coast City Council's ambition to develop the Gold Coast Cultural Precinct (see The Brief, Diagram 2 Page 8).

Phase 1 is the Design Competition: The design scope for the Design Competition is detailed in the Brief. The purpose of the Competition is to select the preferred concept design and design team to deliver on-going design services across Phases 1 and 2 of the Project's design development and delivery.

Phase 2 is Preliminary Design: This will be a period of design testing and refinement, with iterative business and operational planning, where the concept will be finalised and the project scope, design brief and budget will be set. It is Gold Coast City Council's intention to engage the Winner of Phase 1 to develop the design with the Project Team, in accordance with agreed scope and design fees at industry rates.

Phase 3 is Project Delivery: At this time the procurement model for project delivery cannot be determined but it is expected that the Competition Winner will be engaged for design services through to completion.

2. Competition Management

2.1 Competition Project Team

To ensure that all decision making and Competition management is conducted with the highest standards of probity, ethical behaviour and fair dealing, Council has authorised the Competition Project Team to manage all aspects of Stages One and Two of the Competition. The Competition Project Team comprises Council's Project Manager, an independent Competition Adviser, and an independent Probity Adviser.

2.1.1 Competition Project Manager

The Competition Project Manager is an officer of Gold Coast City Council, who oversees all aspects of the competition planning and delivery and is responsible for managing the Competition Project Team.

Ms Tory Jones, Gold Coast City Council, Economic Development and Major Projects Directorate

2.1.2 Competition Coordinator

The Competition Coordinator is an officer of Gold Coast City Council who coordinates competition documentation, logistics and public communications.

Ms Sally Bornholt, Gold Coast City Council, Economic Development and Major Projects Directorate

2.1.3 Competition Adviser

The Competition Adviser is an independent consultant intermediary between the Competition Project Team, Jury, Competitors and, where appropriate, the Australian Institute of Architects (AIA) and/or the Australian Institute of Landscape Architects (AILA). The Competition Adviser's role is to ensure clarity of the process, impartiality and equity for all participants.

Mr Andrew Mackenzie, CityLab

2.1.4 Probity Adviser

The Probity Adviser is an independent consultant whose role is to guide, observe, review and report on all aspects of probity as it relates to the Competition.

Mr Peter Bruton, Argyle Corporate Advisers

2.1.5 Quantity Surveyor

The Quantity Surveyor is a consultant member of the Project Team who will be available to review submissions and provide objective advice to the Jury on the preliminary cost planning aspects of Stage Two of the Competition.

Mr Mark Mammarella, Donald Cant Watts Corke

2.2 Competition Jury

2.2.1 Jury Members

An independent jury selected by Council will be announced prior to the commencement of the Competition. Juror biographies will be available on www.goldcoastculturalprecinct.info

Jury composition may change due to unforeseen availability or probity circumstances.

In Stage One, having regard to evaluation criteria set out in clause 3.7, the Jury will select a maximum of three Shortlisted Competitors to proceed to Stage Two of the Competition.

In Stage Two, having regard to the evaluation criteria set out in clause 3.7.2 Design Criteria, the Jury will select one Preferred Winner and one Reserve.

The Jury will be supported by the Project Team. The Probity Adviser will oversee the integrity of the Jury's decision-making processes.

2.2.2 Authority of the Jury

Council has vested in the Jury the authority to select the Shortlisted Competitors at the conclusion of Stage One and nominate a Preferred Winner and Reserve, at the conclusion of Stage Two.

The Jury will not consider any Submission if deemed by the Competition Adviser (in consultation with the Probity Adviser) to be ineligible for reasons of being Non-Conforming or if the Competitor is disqualified for reasons consistent with Conditions.

All decisions by the Jury on the selection of the Shortlisted Submissions and the Winner will be made by majority vote and will be final. To the maximum extent permitted by law, there will be no right of review or appeal on these matters.

2.2.3 Jury Chair

The Jury Chair's primary function is to ensure that the Jury's deliberations proceed in a fair and orderly way and to maintain the integrity of the deliberations and decision. The Chairperson is a voting member and has the casting vote, should the Jury be tied.

3. Stage One

3.1 Registration

Potential Competitors are required to complete in full and submit a Registration Form (see DOCUMENT 3) in order to participate in the Competition. Registration opens one week prior to the availability of the Stage One documentation and remains open for a period of four weeks.

A legal entity that wishes to participate in The Competition may only register to enter once and may only submit once.

The Competition Adviser will assess all Registrations received for conformance and will issue letters of acceptance (or otherwise). Please note that all Registration forms must be completed and signed by an Authorised Representative on behalf of a legal entity that is either an architect or landscape architect, registered as such with the relevant Registration authority within the jurisdiction of the legal entity. Failure to properly register for the Competition may result in any further Submissions being considered Non-Conforming.

The executed Registration Form must be completed and submitted electronically via:
competitionadviser@goldcoast.qld.gov.au

By registering it is deemed that as the Authorised Representative, you have read, understood and accept the Competition Conditions.

3.2 Submission Deliverables

The Stage One Submission Deliverables are limited to six A3 sheets containing:

SHEET 1: Team composition and statement of skills, capability and suitability for the design challenge.

SHEET 2: Demonstration of previous design work which may include built and unbuilt work.

SHEET 3: Narrative response to the Brief demonstrating appreciation of issues, design philosophy and methodology and general organising principles for the cultural precinct (maximum 600 words).

SHEET 4: Plan of site context, Council components, existing buildings to be retained and their relationship with each other (at 1:2000 A1 reduced to A3 and north to the top of the sheet).

SHEET 5: Illustration of Artscape, including green bridge. This must include at least one perspective and may include sketch plans, diagrams or sections.

SHEET 6: Illustration of the New Arts Museum and Living Arts Centre and their interrelationship with each other, the Artscape and existing structures to be retained. This must include at least one perspective and may include sketch plans, diagrams or sections.

Sheets must be landscape format and high-resolution PDF file format at minimum 300 dpi, with each PDF file to be not greater than 10mb (60mb in total).

All text on entry documents must be Arial font, minimum size 9 point.

All sheets must include Registration name and sheet number (1 of 6, 2 of 6 etc.) in Arial font 16-point size at the bottom right hand corner.

Submissions that contain more than six A3 sheets may be considered Non-Conforming.

3.3 Submission Lodgement

Registrants must lodge their Submission electronically via LG tender box <http://www.lgtenderbox.com.au>

Upload the Submission documents and other information as required by these Conditions, on or before **AEST 4pm, Monday 6 May 2013**.

A copy of the form you submitted at registration must accompany the 6 x A3 sheets. Please note that LG tender box will not accept submissions totalling greater than 100MB.

If you submit, but have forgotten to upload some documents, you are required to upload your full Submission again, inclusive of all documents and information. The last file upload will be taken as the final Submission response.

If you fail to lodge all the required documents, your Submission may be considered Non-Conforming. Refer to **ATTACHMENT A - HOW TO PREPARE AND LODGE A SUBMISSION**.

By uploading your Submission to LG tender box electronically, it is deemed that as the Authorised Representative, you have read, understood and accept the Conditions.

3.4 Question Period

Questions to clarify matters within the Conditions and Brief may be asked within the four-week period (19 March – 15 April 2013) following opening of the Registration period.

All requests for information or clarification regarding the Competition should be submitted via LG tender box www.lgtenderbox.com.au

Questions will be processed by the Competition Adviser who will liaise with the Competition Project Team and Probity Adviser.

With the exception of questions related to lodgement, questions received after this period will not be answered. Questions related to lodgement may be asked up to six hours prior to the Stage 1 Submission closing time.

Answers to all questions will be made available to all Registrants, with the exception of questions that contain confidential information and where a Competitor's intellectual property might be compromised.

3.5 Opening of Submissions and Confidentiality

The electronic tender box will be opened by Council immediately after the time specified for the closing of the Stage One.

In accordance with the requirements of the Local Government Regulations 2012, for contracts over \$200,000, Council must publish on its website or by other means, contract award information. This will occur at the time of announcement of the Shortlisted Competitors for Stage Two. Information will include:

- Names of Shortlisted Competitors;
- Description of the services provided;
- Date of award; and
- Value of the contracts.

With the exception of the information listed above and a general profile of the Shortlisted Competitor teams, all information regarding Stage One Submissions and design materials will be kept confidential until the completion of both stages of the Competition.

3.6 Eligibility

The Competition Adviser will review all Stage One Submissions to ensure eligibility. In order to be an eligible Stage One Competitor you must have been accepted as a Registrant (see clause 3.1). Submissions received from a party that is not a Registrant will be ineligible and omitted from further consideration.

3.7 Evaluation

The objective of the evaluation of Stage One is for the Jury to shortlist three Submissions which deliver both the most suitably experienced, diverse and talented design team and the most compelling design responses to the Brief outlined in DOCUMENT 2: The Brief.

3.7.1 Team Capability Criteria

Team capability evaluation will be determined by the quality of the Competitor's response to three distinct areas of consideration. The following criteria are equally weighted.

- ***Demonstrated ability to achieve high quality design as evidenced in past work as submitted;***
- ***Strength of combined cross-disciplinary team members and relevant skills and professional certifications, as identified in team composition; and***
- ***Local knowledge and professional representation. Consistent with Council's Procurement Policy, the Competition promotes the development of competitive local business and industry. Competitors are invited to include a statement as to the extent of local content as reflected in their proposed key team members.***

3.7.2 Design Criteria

Submissions will be evaluated for quality of response to the Brief based on the following 10 Design Criteria. These are equally weighted.

- ***To achieve the urban design objectives of the precinct, in particular a landmark statement as the civic and cultural heartland of the Gold Coast.***
- ***To excite and attract visitors to the cultural precinct.***
- ***To identify new and additional project opportunities in achieving the civic, cultural, celebratory, environmental, sustainable, operational and future looking objectives of the cultural precinct, as elaborated within the Brief.***
- ***To accommodate the functional elements of the cultural precinct Core Capital Components, as outlined in the Brief.***
- ***To respond to the physical site characteristics and constraints.***
- ***To demonstrate viability in construction and delivery, specifically with regard to the Project budget and the possibility of staged delivery.***
- ***To integrate the precinct's internal and external programs and functions across all Core Capital Components.***
- ***To be cost-effective to operate and economical to maintain.***
- ***To establish a workable interface with potential future use and development on Site B (see DOCUMENT 2: The Brief clauses 1.3.2 and 1.3.3).***
- ***To provide a level of adaptability of design, enabling possible changes in functional needs into the future.***

3.7.3 Weighting

Eligible Stage One Submissions will be evaluated by the Jury in order to select up to three Shortlisted Competitors to compete in Stage Two. Evaluation will be made in relation to both Team Capability Criteria and Design Criteria with the following weighting:

Team Capability Criteria	40%	Submission sheets one and two, as defined in clause 3.2
Design Criteria	60%	Submission sheets three, four, five and six, as defined in clause 3.2

3.8 Notification of Award and Exhibition

At the conclusion of Stage One of the Competition all Competitors will be notified of the name of the Shortlisted Competitors.

All Stage One Submissions will be retained by Council and kept confidential until the completion of Stage Two of the Competition. At the completion of Stage Two of the Competition, Submission sheets from Stage One may be incorporated within a public exhibition about the Gold Coast Cultural Precinct and the Design Competition.

4. Stage Two

4.1 Invitation to Shortlisted Competitors

Up to three Stage One Design Competition Competitors will be invited to compete in Stage Two as Shortlisted Competitors. Unless otherwise stated, all directions in clause 4.0 of this document are addressed to the successful Shortlisted Competitors. Council reserves the right to amend the Brief and the Submission requirements prior to commencement of Stage Two.

4.2 Submission Deliverables

4.2.1 Design Deliverables

Text on all entry documents must be Arial font, minimum size 9-point.

Sheets with plans, elevations or sections must include a bar scale.

1 x AO portrait sheet showing overall site plan

- Including adjacent sites and green bridge link to Chevron Island
- 1:1000 with north point at top

1 x AO portrait sheet showing 4 profile sections of overall site

- 1:1000, in order from top to bottom as east, north, west, south

Maximum 10 x A1 landscape sheets including the following as a minimum:

- Perspectives of overall site composition
- Plans of Artscape features and general internal arrangement of buildings 1:500
- 4 elevations and 2 sections of Artscape features and buildings 1:500
- 1 plan identifying Sitewide and Shared Provisions 1:1000
- Space schedule with dimensions and areas for the Artscape, New Arts Museum and Living Arts Centre

1 set of sheets, high resolution at minimum 300dpi, mounted on 5mm board

10 colour hardcopy sets of A3 reductions

Electronic files of A3 reductions (high resolution PDF, minimum 300dpi with each file <10mb)

1 x A3 report, maximum 20 pages containing:

- Written response to the five Design Strategies, three Core Capital Components and Sitewide and Shared Provisions, with supporting diagrams, drawings, perspectives and technical conceptual sections

1 x A3 report, maximum 10 pages containing:

- Preliminary cost plan within a cost certainty of +/-30% (or 70% probability of the project budget being achieved) with the costs identified against functional spaces as detailed within DOCUMENT 2: The Brief clause 3.0 Core Capital Components and the Brief's Appendix 2 Aggregate summary of proposed inclusions. Shortlisted Competitors will be provided with a common proforma for presentation of the preliminary cost plan. The cost plan proforma will require, inter alia:
 - Separate identification of the fully enclosed covered area (FECA), unenclosed covered area (UCA) and gross floor area (GFA) and the circulation and plant areas and their relation to the GFA as a percentage; and
 - The range of specialist consultancy services that will be required to develop the design.
- Strategy for sequencing of construction, including early staging of elements that may be feasibly delivered by November 2017 in readiness for the April 2018 Commonwealth Games

10 hard copies of each report

Electronic files of reports (high resolution PDF, minimum 300dpi with <10mb each)

1:500 scale model of the cultural precinct including green bridge to Chevron Island and core capital components

Computer-generated visual animation

Maximum 2 minutes

File format MP4 or WebM, size 1280 x 720 px (16:9 aspect ratio), codec:h.264

4.2.2 Professional Response Forms

Shortlisted Competitors will be required to complete in full and lodge the following Council supplied forms.

- Conflict of Interest declaration
- Confidentiality declaration
- Financial Statement
- Team Capability Declaration (see clause 4.6)
- Work Health and Safety schedule
- Environmental Protection schedule
- Quality Assurance Management schedule

These forms will be provided to Shortlisted Competitors within DOCUMENT 7 (see clause 1.4)

4.3 Submission Lodgement

Stage Two Submission documents together with other information as required by the Conditions must be lodged on or before **AEST 4pm, Monday 9 September 2013**. Failure to lodge all documents in accordance with these Conditions may result in your Submission being deemed Non-Conforming. Lodgement address details will be provided to the Shortlisted Competitions at commencement of Stage Two.

4.4 Question Period

Shortlisted Competitors will be notified of any changes to the Brief or the Conditions, prior to the commencement of Stage Two.

A six-week Stage Two Question Period will be established from 18 June – 30 July 2013. With the exception of those questions related to lodgement, all questions in relation to the Brief and Conditions must be asked within this period. With the exception of those questions related to lodgement, no question after the close of the Question Period will be answered.

Questions related to lodgement may be asked up to Stage Two close on 9 September 2013.

All clarification questions are to be submitted via competitionadviser@goldcoast.qld.gov.au

Questions will be processed by the Competition Adviser who will liaise with the Competition Project Team and Probity Adviser.

Answers to all questions received will be supplied to all Shortlisted Competitors, with the exception of those questions that contain confidential information and where a Competitor's intellectual property might be compromised.

An opportunity for individual question and clarification meetings at mutually agreed times will be established during week three of Stage Two. Meetings will be minuted. Responses deemed to constitute 'general' information will be made available to all Shortlisted Competitors. Responses deemed 'commercial-in-confidence' or with the potential to disclose a Shortlisted Competitor's Intellectual Property rights, will be kept in confidence between Council and the Shortlisted Competitor. Responses will not be provided where they may be regarded as 'leading' at the discretion of the Competition Adviser, in consultancy with the Probity Adviser.

4.5 Withdrawal From Competition

If a Shortlisted Competitor withdraws their design during Stage Two, the full amount of their Stage Two design fees (see clause 4.12) will no longer be payable and Council reserves the right to recover fees paid.

4.6 Eligibility

The Competition Adviser will review all Stage Two Submissions received to ensure eligibility. For a Stage Two Submission to be eligible it must include fully completed Professional Response Forms (see clause

4.2.2). Submissions that do not include these required Professional Response Forms may be deemed ineligible and removed from further consideration.

No amendments may be made to Stage One Team Capability without the written consent of Council, in consultation with the Competition Adviser and the Probity Adviser. Any changes to Stage One Team Capability must be requested in writing, addressed to the Competition Adviser, no less than two weeks prior to commencement of Stage Two. Should such a request be approved, all such changes must be included in the Team Capability Declaration Form, along with all other Professional Response Forms.

4.7 Evaluation

The objective of evaluating Stage Two Submissions is for the Jury to select a Preferred Winner and Reserve. The winning Submission will form the basis for procuring design services for the subsequent detailed design, construction and operational cost planning and implementation phases of the cultural precinct. Accordingly, creative and innovative design responses must also be conceptually robust to withstand a dynamic implementation process.

The Jury's evaluation will be based on the design responses in accordance with the Design Criteria (see clause 3.7.2), plus evidence, as presented in the Preliminary Cost Plan (Clause 4.2), that the design proposed can be delivered within the nominal budget.

4.8 Jury Presentation

Shortlisted Competitors will be required to present their Submissions and participate in discussions with the Jury regarding their Submission on 10 October 2013.

4.9 Shortlisted Competitor Undertakings

If required by Council, Stage Two Shortlisted Competitors must undertake to have in place before Stage Two close:

- An environmental protection management system
- A Work Health and Safety Management system
- A Quality Assurance Management system

4.10 Notification of Award and Exhibition

At the conclusion of the Competition all Competitors will be notified by Council of the name of the Winner.

All Submissions will be retained by Council. It is expected that at the conclusion of the Design Competition:

- Council will use Submission materials in a public exhibition; and
- The Winner will be represented at the exhibition launch.

4.11 Preferred Winner Undertakings

The Shortlisted Competitor that is nominated as Preferred Winner by the Jury must comply with the following undertakings.

- Where Council deems it a requirement, form an association with one or more mutually acceptable additional team members to collaborate with and/or be parties to the Contract.
- If within 30 days a mutual agreement between the Winner and Council cannot be reached on the terms of The Contract, the Winner will forfeit and Council will enter into the same negotiation with the Reserve. Upon mutual agreement between the Reserve and Council, the Reserve will be announced the Winner and awarded the Contract.

4.12 Fees and Winner

Council will accept the decision of the Jury and undertakes to pay each Shortlisted Competitor a design services fee of AUD\$250,000, to be paid in three instalments as follows:

AUD\$50,000 upon acceptance of invitation to compete in Stage Two (18 June 2013)
AUD\$100,000 at mid way through the Stage Two competition period (30 July 2013)
AUD\$100,000 upon receipt of Stage Two Submission (9 September)

It is Council's intention, subject to terms within this document, that the Winner will be engaged to proceed with developing the design in Phase Two – Preliminary Design, based on an agreeable scope of services and fair assessment of industry standard rates, and will be retained through to the completion of the Project, should Council proceed with the Project.

A Reserve will be nominated by the Jury. There will be no second or third placed awards.

4.13 Phase 2 Design Services Contract

If Council in its absolute discretion determines to proceed post-competition with Phase Two of the Gold Coast Cultural Precinct project, it may enter into the Contract with the Jury's Preferred Winner. The Contract will be in the form set out in DOCUMENT 5: SAMPLE PHASE 2 DESIGN SERVICES CONTRACT.

The Winner acknowledges and agrees that if required by Council it will, within four weeks of written notification by Council, at any time within 24 months of the announcement of the Winner, execute the Contract.

The Winner acknowledges that it may be required to modify or amend its Submission in accordance with the Contract conditions.

5. General Conditions

5.1 Intellectual Property (IP)

5.1.1 Ownership of IP Rights

These Conditions do not affect the ownership of any IP Rights in any Submission.

5.1.2 Warranties and Indemnity

By entering the Competition, each Competitor:

(a) warrants that:

- i. the Competitor owns (or has the right to exercise) the Intellectual Property Rights in each Submission, such that the Competitor is able to grant the Intellectual Property Rights and licences set out below in clauses 5.1.3 and 5.1.4; and
- ii. the use, copying or other exploitation by Council or any third party of the Competitor's Submission in accordance with these Conditions will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, confidentiality, Intellectual Property Rights, moral rights or defamation); and

(b) indemnifies Council (and its sub-licensees) against all loss, damage or costs arising from a breach of the above warranty.

5.1.3 Use of Submissions for Purposes of the Competition

By entering the Competition each Competitor:

(a) Acknowledges that Council will have the right to exhibit, photograph, archive, electronically store, duplicate or record all Submissions without fee or restriction;

(b) Grants Council an irrevocable worldwide, royalty-free, non-exclusive, perpetual, freely transferable, sub-licensable (with a right to sub-licence) licence to use, edit, copy, sub-licence and reproduce the Competitor's Submission in any way for the purposes of conducting or promoting the Competition, including communication to the public of the Competitor's Submission. There is no fee or cost for this licence;

(c) Acknowledges that the Competitor's Submission and the Competitor's name may be made publicly available by Council in its discretion and may be accessible to the general public to view; and

(d) Warrants that it is able to grant Council the licences specified in these Conditions and, for this purpose, has obtained any necessary consents or licences from third parties.

5.1.4 Use of Submissions for Purposes of the Project

By entering the Competition each Competitor agrees to license the IP associated with their Submission to Council upon executing The Contract, in accordance with terms and conditions as set out in The Contract, that will be available to all Shortlisted Competitors at the commencement of The Competition.

5.2 Proceed with the Project

If Council determines to proceed with the winning Submission within 24 months of the Winner being announced, or a further period at Council's discretion which further period is notified to the Winner, the Winner must upon written notification execute the Contract within four weeks of its receipt. If Council determines to proceed with the Project after 24 months of the Winner being announced (or after the further period if applicable), it may proceed with an alternate process to determine a design services provider.

5.3 Changes to Documentation

Stage One Amendments to Brief

If required, this will be done by way of an addendum to Competitors. During Stage One every addendum to be given to a Competitor will be posted on LG tender box. Such posting will be deemed to be good service of such notice and the time mentioned in such notice or in these conditions for doing any act, will be reckoned from the time of posting the addendum. The addendum will be forwarded to all Competitors in sufficient time for all Competitors to consider the addendum properly and fully before the Submission closes. Where appropriate, at the discretion of the Council, the Submission period may be extended.

Stage Two Amendments to Brief

The Jury's evaluation of Stage One Submissions will conclude with a confidential Jury Report, presenting a series of Jury observations regarding the advantages and disadvantages of Shortlisted Submissions. This report is intended to support and assist Stage Two Competitors, and will form the basis of any addendums to the Brief and/or Conditions for Stage Two. All such changes to the Brief will be done by way of an addendum to Shortlisted Competitors. All addenda to be distributed to Shortlisted Competitors prior to commencement of Stage Two.

5.4 Written Advice

Council will not be bound by any oral advice or information furnished in respect of the Competition, but will be bound only by written advice or information given (which may be given electronically).

5.5 Non-Conforming Submissions

A Submission may be considered Non-Conforming if it fails to comply with the provisions contained within the following clauses: 1.5, 2.2.2, 3.1, 3.2, 3.3, 4.2.1, 4.2.2, 4.3, 4.6, 5.11.

A Submission that is Non-Conforming may, at the discretion of the Competition Adviser (in consultation with the Probity Adviser), be deemed ineligible and excluded from further consideration. All decisions made by the Competition Adviser in relation to non-conformity and eligibility will be final.

5.6 Issue Resolution and Complaints

Council is committed to ensuring that the Competition is fair and equitable for all parties. If a Registrant, Competitor or Shortlisted Competitor has a probity concern or complaint, it should be directed to the Probity Adviser in writing, who will seek to resolve issues promptly and to maintain the integrity of the Competition.

The Probity Adviser will advise and consult with the Competition Project Team and respond in writing.

Contact: Peter Bruton, Argyle Corporate Advisers, pbruton_argyle@powerup.com.au

5.7 Transfer of Rights

Competitors are prohibited from selling, assigning or transferring any of their rights in relation to participation in the Competition to a third party.

5.8 Abandonment

Council reserves the right and power to abandon the Competition at any time, where it is either reasonable or necessary to do so.

No compensation will be payable if the Competition is abandoned before the Jury has selected the Shortlisted Competitors.

If the Competition is abandoned after the Jury has selected the Shortlisted Competitors, and the Shortlisted Competitors have correctly registered for the Competition, Council will pay to each of the Competitors a

portion of the agreed design fees, equal to the amount of the next scheduled payment. Such payments will be in full and final settlement of any claim whatsoever by any Shortlisted Competitor against Council.

5.9 Council's Right Not to Proceed with Project

While it is Council's declared intention to proceed with the Competition as set out in these Conditions, Council reserves the right, in its absolute discretion, to not proceed with the Project. In this event, Council may:

- not enter into the Contract with the Winner;
- not proceed with the Submission of the Winner; and/or
- proceed with a party that is not the Winner or Competitor, in the event that the Project is substantively altered.

5.10 The Integrity of the Competition

5.10.1 Probity of the Competition: Equality of Treatment and Access

The success of the Competition requires all Competitors to adhere to strict standards of behaviour throughout the process. It is imperative that the probity of the process is maintained and that all Competitors are treated equally and have the same opportunity to participate in the Competition.

The Competitor acknowledges and agrees, as a condition of its participation in the Competition:

- To comply with these Conditions;
- To act at all times consistently with the above governing principles and not to engage in activities or behaviour which bring, or which have the potential to bring, any part of the Competition into disrepute or so as to compromise the probity, integrity or equality of the Competition;
- Not to seek from Council or its advisers, or the Jury or any other party, preferential treatment or consideration or preferential access to information, assistance or advice with respect to or about any part of the Competition, unless in accordance with these Conditions;
- Not to seek access to, disclose, publish or otherwise misuse confidential information obtained, received or made available from Council or pertaining to any other Competitor for the purpose of obtaining an unfair advantage in the process;
- Not to improperly influence or interfere with the consideration of any Submission, the preparation or making of any report, recommendation or decision of the Jury in relation to any part of the Competition;
- Not to improperly interfere with Council's decision as to whether to proceed with any Project; and
- To cooperate fully with the Probity Adviser including, by providing relevant information, to enable the Probity Adviser to conduct necessary investigations relating to potential breaches of these Conditions.

5.10.2 Unauthorised Communications

Communications (including promotional and advertising activities) with members of the Jury, Council's employees involved in the Competition or the Competition Adviser or others engaged by Council to provide assistance with this Competition (other than in accordance with these Conditions) are not permitted during the Competition, unless expressly authorised in writing by Council.

Competitors must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Competition in any way.

Communications with any person in relation to the Competition other than in accordance with the Conditions may lead to disqualification of the Competitor.

5.10.3 Anti-lobbying, Improper Assistance and Solicitation

Competitors are prohibited from engaging either directly or indirectly in lobbying activities or improper interference with the Jury, the Competition Adviser or Council, or engaging in any activities which are likely to give rise to the perception that they have engaged in lobbying activities or improper interference with respect to the Competition.

Competitors must not seek or obtain the assistance of the Jury, or the Competition Adviser or advisers (other than in accordance with the Conditions) engaged by Council for the purpose of the Competition in the preparation of their Submission.

5.10.4 Confidentiality of Council's Information

Site Information and any information provided to Competitors is confidential unless and until Council decides that it may be released to the public.

A Competitor must not make or encourage, public comment in relation to its Submission, its participation in the Competition or any other matter or thing relevant to the Competition without the prior written consent of the Competition Adviser.

5.10.5 False and Misleading Information

Council reserves the right to invalidate any Submission containing false or misleading information, or inadequate information.

5.10.6 Bribes or Gratuity

If a Competitor is found to have offered or given a gratuity, bonus, discount or bribe of any sort to any Councillor of Council or any employee of Council, Council may cancel the Submission or contract. The Competitor must indemnify Council against loss or damage which Council may thereby sustain.

5.10.7 Exclusion and Disclosure of Beneficial Relationships

Complete and submit, as part of DOCUMENT 3: Registration Form, a Statutory Declaration under the provisions of 'The Oaths Act 1867 1960' Queensland and enforceable within the State of Queensland stating that no legal, business or other personal or commercial relationship exists between the Competitor and any supplier or installer whereby benefit in any form could be obtained by the Competitor from the supplier or installer through the provision of the Competitor's services, recommendations and the like to Council.

5.10.8 Resolution of Inconsistencies

All parts of this Submission document must be read together as a whole and so that all parts are, as far as possible, consistent with each other. Where the Submission documents contradict or are inconsistent, clarification must be sought from the nominated Competition Adviser.

5.11 Confidential Information and Publicity

5.11.1 Confidential Information

For the duration of the Competition Period, Competitors and any member of their consortium/partnership, shall not issue, or be involved with the release of, any information, publication, statement, interview, document or article for publication concerning the Project or their Submission, in any media without the prior written approval of Council's Competition Adviser.

For the duration of the Competition Period, Council will be solely responsible for all media communications in respect to the Competition. The Competitor must refer to Council any media enquiries concerning the Competition throughout the Competition period.

Other than for the purpose of lodging a Submission, Competitors will not at any time use or disclose to any person Confidential Information that has been given to the Competitor:

- Belonging to Council; or
- Which has been or is obtained by or given to Council by or on behalf of any third party, unless required by law or expressly allowed by Council in writing, and will:
- Ensure that all documents and materials comprising the Confidential Information are properly and securely used, handled, kept stored by the Competitor in such a manner as will keep it confidential at all times; and

- Return to Council upon request all copies of Confidential Information supplied to the Competitor for the purposes of the Competition.

Other than the confidentiality that pertains to the Competitor's Intellectual Property contained within a Submission, Competitors should not submit confidential professional or business information in their Submissions. Unless otherwise provided for within these Terms and Conditions, Council will not consider requests for information provided by the Competitor to be kept confidential.

5.11.2 Media Releases

The Competitor must not issue any advertisement, information, publication, document or article for publication concerning the Submission or any activities undertaken in performance of the Submission in any media without the prior written approval of Council. The Competitor must refer to Council any media enquiries concerning the Submission through out the conduct of the Stage One and Stage Two Submission process.

5.11.3 Media Liaison

Council shall be solely responsible for all communications with all media in respect of the progress of this Competition (including the evaluation process, negotiations, short-listing, Stage Two and awarding of any subsequent contract).

5.12 Council Reserves the Right

Council reserves the right, in its absolute discretion:

- To change any information in, or to issue addenda or revisions to, the Conditions, and to make any changes to the Brief prior to lodgement by the Competitors;
- To restrict the period during which Council will accept questions and reserves the right for the Competition Adviser not to respond to any questions or request, irrespective of when such question or request is received;
- To withhold from the Jury any Submission or any other material from a Competitor which has been deemed ineligible or otherwise non-conforming;
- To publish the names of the Shortlisted Competitors and/or their team members, in accordance with the Conditions;
- Not to enter into the Contract with the Winner in the event that the Project does not proceed for any reason;
- To replace members and to nominate additional members to the Jury should this become necessary in the event of one or more nominated Jury members being unable to continue to act or for any other reason at the discretion of Council at any time.

5.13 Costs and Disbursements

All costs and disbursements incurred by Competitors in participating in the Competition, including for the preparation and lodgement of a Submission are the sole responsibility of the Competitor.

Council will not be responsible for, nor pay for, any expense or loss that may be incurred by the Competitor in relation to the Competitor's participation in the Competition and preparation or lodgement of a Submission. Council will not be responsible for any tax implications that may arise from the Stage Two fees.

Council is not liable to a Competitor for any costs on the basis of any contractual, promissory or restitution grounds whatsoever as a consequence of any matter relating to the Competitor's participation in the Competition, including without limitation, instances where:

- Council does not enter into the Contract with the Competitor; or
- A Competitor suffers loss of trade due to participation in the Competition; or
- Council exercises any right under these Conditions or at law.

5.14 Right to Information Act 2009 (RTI Act)

This Act provides members of the public with a legally enforceable right to access documents held by Council. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest.

Information contained in a Submission is potentially subject to disclosure to third parties. In the assessment of any disclosure required by Council pursuant to the RTI Act, the Competitor accepts that any information provided in its Submission, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act.

5.15 Law of Queensland

The law governing the Submission documents and any subsequent Contract, if applicable, is the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland.

5.16 Goods and Services Tax

Submit all rates exclusive of Goods and Services Tax (GST).

5.17 Suspension, Default and Termination

Suspension

Council may, at any time by prior written notice to the Registrant, Competitor or Shortlisted Competitor, suspend the Competition or any part thereof. Council shall not be liable for payment to the Competitor for any compensation for loss of profits or any other reason in relation to a suspension, other than as provided for in Clause 4.11.

Termination due to Default

If the Competitor commits a breach of Contract Council may suspend payment under the Contract and give to the Competitor an immediate written notice to show cause.

If, by the time specified (five (5) working days) in the notice to show cause, the Competitor fails to show reasonable cause to the satisfaction of Council, Council may, by further written notice (five (5) working days), terminate the Contract.

Termination without Cause

In addition to any other right available to Council, Council may terminate the Contract at any time at its sole discretion and for any reason by giving five (5) working days prior written notice to the Competitor. Council shall be liable for fees and reimbursable expenses reasonably incurred by the Competitor up to the date of termination, together with any costs and expenses reasonably incurred by reason of the termination, but shall not be liable for payment to the Competitor for any other compensation, including for loss of profits or any other reason as a result of termination, nor shall Council be liable for payment to the Competitor for any amount greater than the amount that Council would have paid to the Competitor for the performance of one month of Consultancy Services in accordance with the Contract (averaged over the period from commencement to the date of termination).

Insolvency

If the Competitor:

- (a) becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation; or
- (b) enters into a debt agreement, a deed of assignment or a deed of arrangement under the Bankruptcy Act 1966, or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or
- (c) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets,

then Council may, notwithstanding that there has been no breach of the Contract and in addition to any other rights, terminate the Contract without giving prior notice.

Rights on Termination

If the Contract is terminated pursuant to subclauses "Termination due to Default" or "Insolvency", the rights and liabilities of the Competitor and Council shall be the same as they would have been at common law had the Competitor repudiated the Contract and Council had elected to treat the Contract as at an end and recover damages.

5.18 Work Health and Safety Act 2011

For the purposes of this clause:

- 'Act' means the *Work Health and Safety Act 2011* (Qld), as amended from time to time;
- 'Consultancy Services' means the work performed, or to be performed, by the Competitor or as part of the construction project;
- 'Regulation' means the *Work Health and Safety Regulation 2011* (Qld), as amended from time to time;
- 'workplace', 'inspector', 'notifiable incident', 'Council contractor' and 'regulator' have the same meaning as in the Act.

In relation to the Competition requirements to be executed under this Contract, the Competitor will comply with and discharge all obligations imposed on the Competitor by the Act, the Regulation and any other regulation in connection with health and safety including without limitation on a person who conducts a business or undertaking.

6. Definitions

Authorised Representative means a representative of a Registrant or Competitor as declared within a submitted Registration form.

Competition means the Gold Coast Cultural Precinct Design Competition.

Competition Adviser means the Competition Adviser set out in clause 2.1.3.

Competition Period means the period from opening of Registrations to the public announcement of the Winner at the conclusion of Stage Two.

Competition Project Team means Council's Project Manager and Coordinator, independent Competition Adviser and an independent Probity Adviser, authorised by Council to ensure that all decision making and Competition management is conducted with the highest standards of probity, ethical behaviour and fair dealing.

Competition Site has the meaning given in DOCUMENT 2: The Brief clause 1.4.

Competition Schedule means the schedule of dates and activities set out in Section 1.5.

Competition Website means www.goldcoastculturalprecinct.info

Competitor means a Registrant/Respondent who has lodged a Submission to the Gold Coast Cultural Precinct Design Competition.

Conditions means DOCUMENT 1: Competition Conditions as listed within clause 1.4.

Confidential Information means all Competition material given or made available during the course of the Competition Period that is marked Confidential on all pages.

Contract means the Design Consultancy Agreement that will be available to all Shortlisted Competitors prior to commencement of Stage Two, and which the Winner may be required to execute after the Competition Period, within 4 weeks of written notification from Council.

Council means Gold Coast City Council.

Deliverables means all materials, forms and undertakings required of a Registrant or Shortlisted Competition, to be included within a Stage One or Stage Two Submission.

Brief means DOCUMENT 2, the statement of design intent and design guidelines made available to all Registrants and Competitors on the Competition Website.

Design Criteria means evaluation criteria as identified in clause 3.7.2.

Document means one of the Competition Documents available to Registrants and Shortlisted Competitors as listed in clause 1.4.

Electronic File means information that can be stored and transmitted in electronic form.

Evaluation Criteria means the evaluation criteria set out in clauses 3.7 and 4.7.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (CTH).

Intellectual Property Rights means any and all intellectual property rights throughout the world, including copyright (including future copyright), trade mark, design, patent and circuit layout rights and all other intellectual property rights, whether registered or unregistered and whether registrable or not.

Jury means a group nominated by Council to performing tasks as outlined in clause 2.2.

Non-Conforming means a deviation from Conditions as outlined in Clause 5.5.

Phase One means Stages One and Two of the Gold Coast Cultural Precinct Design Competition.

Phase Two means Preliminary Design for the Gold Coast Cultural Precinct project wherein the project is defined and design services entail schematic design.

Phase Three means Delivery of the Gold Coast Cultural Precinct Project wherein design services entail detailed design, contract documentation and construction supervision.

Council means the Gold Coast City Council, within the meaning of the Local Government Act 2009.

Preferred Winner means the Shortlisted Competitor who has been voted the winning Submission by the Jury.

Probity Adviser means the probity Adviser set out in clause 2.1.4.

Project means the delivery of the Gold Coast Cultural Precinct.

Registrant means a legal entity whose Registration to participate in the Competition has been accepted.

Registration means the process by which a potential registrant lodges a Registration form and is accepted in accordance with clause 3.1.

Registration Name means the Registration name nominated by the Registrant on the Registration Form.

Reserve means the Shortlisted Competitor who the Jury has selected to be placed in reserve, should the Preferred Winner fail to comply with the provisions set out in clause 4.11.

Question Period means a period in which Registrants and Shortlisted Competitors may submit questions in relation to Stage One and Stage Two.

Shortlisted Competitors means a Competitor whose Stage One Submission is selected by the Jury at the completion of Stage One to participate in Stage Two of the Competition.

Stage One means the first stage of the Competition.

Stage One Submission means all material submitted in accordance with clause 3.2.

Stage Two means the second stage of the Competition.

Stage Two Submission means all material submitted in accordance with clause 4.2.

Submission means all documents, designs, drawings, works, materials, concepts, ideas, and other items submitted as part of or in relation to any Stage One Submission or Stage Two Submission by a Registrant in the Competition.

Team Capability means evaluation criteria as identified in clause 3.7.1.

LG tender box means <http://www.lgtenderbox.com.au>

Winner means the Jury's Stage Two Preferred Winner, who has complied with the provisions set out in clause 4.11.

7. Electronic Information

7.1 Site Information Index

Index of site information available to Competitors via Dropbox from 26 March 2013

Plans and images

Evandale site

- Evandale aerial images and key map (JPG and PDF)
- Evandale external site images (JPG)
- Site orientation video
- Evandale site survey (PDF and Dwg files)
- Evandale carpark plan (PDF)
- Evandale existing building services (PDF)

The Arts Centre existing building

- The Arts Centre Gold Coast building plans (PDF and Dwg files)
- The Arts Centre Gold Coast internal building images (JPG)

Other existing buildings

- Surfers Administration and Riverside building plans and internal images (PDF and JPG)
- Civic Chambers building plans and internal images (PDF and JPG)

Technical reports

- Gold Coast Cultural Precinct Planning Context Report, March 2013
- Evandale to Chevron Island Greenbridge Options Analysis Report, October 2012
- Preliminary Geotechnical Investigation, Green Bridge Chevron Island to Evandale, March 2009
- Preliminary Geotechnical Report Evandale Cultural Precinct, June 2009

7.2 Reference Information Index

Index of reference information online via www.goldcoastculturalprecinct.info from 26 March 2013

The Gold Coast Cultural Precinct website contains background and contextual information which is not mandatory but will be valuable for Competitors seeking to fully understand the Design Challenge.

Understanding the Gold Coast

- Gold Coast Urban Heritage and Character Study 1997 - digital re-publication (PDF)
- Gold Coast literature bibliography - excerpt of Gold Coast Urban Heritage and Character Study Appendices (PDF)

Weblinks:

Policy 12 Landscape Strategy Part 1 – Landscape Character: Guiding the Image of the City
www.goldcoast.qld.gov.au/gcplanningscheme_policies/policy_12_13.html

Gold Coast History & Heritage
www.goldcoast.qld.gov.au/thegoldcoast/gold-coast-history-heritage-71.html

Picture Gold Coast
www.goldcoast.qld.gov.au/library/picture-gold-coast-10113.html

Gold Coast Cultural Online
cultural.goldcoast.qld.gov.au/default.html

Naked City Guide
nakedcityguide.com.au/

Evandale Context

- Population statistics
- Gold Coast Planning Scheme Context Maps

www.goldcoast.qld.gov.au/gcplanningscheme_1111/maps_context.html

- Gold Coast Planning Scheme Strategy Maps
www.goldcoast.qld.gov.au/gcplanningscheme_1111/maps_strategy.html
- Gold Coast City Transport Strategy 2031, March 2013
www.goldcoast.qld.gov.au/council/gold-coast-city-transport-strategy-2031.html
- Q100 modeled flood impacts map
- Arts Walk Concept (PDF)
- Local Culture Snapshot
- Commonwealth Games www.goldcoastcity2018.com

About The Arts Centre Gold Coast

- www.theartscentregc.com.au/
- Gold Coast City Art Gallery collection overview
- Art exhibition catalogues (PDF)
- Gold Coast Sculpture Walk

Picturing Evandale

- Locality diagram
- Aerial and ground photos

Evandale History

- Indigenous cultural heritage overview
- Land use since settlement
- Architectural history – brief description of existing buildings
- Gold Coast Cultural Precinct Ideas Competition 2009

Cultural Precinct Inspirations on Pinterest

Cultural Precinct Project Reports

- Gold Coast Cultural and Civic Masterplan 2010 (+Community Consultation Outcomes Report) (PDF)
- Gold Coast Cultural Resources Audit 2012 - executive summary (PDF)
- Gold Coast Cultural Precinct Vision 2012 (PDF)
- Gold Coast City Council reports since September 2010 (PDF)

News

- Information updates
- Media articles

Media Kit

- FAQs
- Media releases