



## Request for Tender

<b>Request for Tender:</b>	<i>SUPPLY OF PLANT AND OPERATORS FOR ROAD FLOOD DAMAGE REPAIRS (WANDRRA AGRN743)</i>
<b>Deadline</b>	<b>2.00 pm Tues 10 October 2017</b>
<b>Address for Delivery of Tenders</b>	<p>Shire Sandstone C/o Greenfield Technical Services, Email: <a href="mailto:tenderbox@greenfieldtech.com.au">tenderbox@greenfieldtech.com.au</a></p> <p><b><i>Only emailed submissions will be accepted</i></b> <b><i>The tenderbox has a 10MB limit for Attachments.</i></b></p>
<b>RFT Number</b>	GTS 01-2017/18

**TENDERERS WHO DOWNLOAD THE TENDER DOCUMENTS DIRECT FROM THE SHIRE WEBSITE OR OBTAIN THEM BY ANY OTHER MEANS ARE REQUIRED TO SEND AN EMAIL DIRECTLY TO THE NOMINATED CONTACT PERSON TO ENSURE THAT YOU RECEIVE ALL TENDER ADDENDA.**

**FAILING TO REGISTER WITH THE NOMINATED CONTACT PERSON WILL RESULT IN THE TENDER SUBMISSION BEING CONSIDERED NON-CONFORMING AND BEING REJECTED**

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Any details requested in the schedules below that are not submitted will affect the score in the relevant assessment criteria. Additionally, a lack of detail in the relevant information for each schedule may also affect the score in the relevant assessment criteria.

**SCHEDULE 1** TENDER FORM — FORMAL OFFER

**SCHEDULE 2** STATEMENT OF INTENT

**SCHEDULE 3** LIST DETAILS OF PLANT ITEMS TO BE SUPPLIED: *The details provided in this schedule are used as part of the tender assessment. **The details of individual plant items provided in these schedules should generally reflect the total list of requested plant in the tender schedule.** The details of the tenderers own plant should be listed in SCHEDULE 3.*

**SCHEDULE 4** DETAILS OF PROPOSED CAMP AND MECHANICAL SUPPORT FACILITIES: *Details of the proposed camp and mechanical support facilities and resources should be included here.*

**SCHEDULE 5** INSURANCES: *The relevant insurance information needs to be provided in this schedule. A failure to supply current insurance details in this schedule will mean the tender will be deemed non-conforming and not accepted for assessment.*

**SCHEDULE 6** DETAILS OF SUBCONTRACTORS (IF APPLICABLE): *If the tenderer proposes to use subcontractors to compliment / supplement their own plant list for the project, then it is expected that the relevant contractors and their plant will be listed in SCHEDULE 6.*

*If the combination of plant details from both **SCHEDULE 3** and **SCHEDULE 6** do not reflect the total list of requested plant in the tender schedule, then this will affect the score in the relevant assessment criteria.*

**SCHEDULE 7** RELEVANT PAST EXPERIENCE: *Only details of **previous projects involving construction of sealed and unsealed PUBLIC roads in remote locations** should be provided in this schedule. Projects which involve supply of dry or wet hire to a separate head civil roadworks contractor should be clearly noted separately.*

**SCHEDULE 8** CURRENT PROJECT COMMITMENTS: *Tenderers need to nominate when other projects will be completed and when the tenderer is available to commence work with full complement of plant and personnel.*

**SCHEDULE 9** DETAILS OF NOMINATED KEY PERSONNEL: *The specific details (names and associated resumes) provided for the Supervisor, Grader Operators and Dozer Operator will be used to score the relevant assessment criteria. The Supervisor will be a standalone supervisor and shall not operate any items of plant nor be the person designated to carry out machinery repairs, etc. The Grader Operators shall not be designated to carry out any machinery repairs. **These nominated key personnel cannot be changed without the approval of the Superintendent.***

**SCHEDULE 10** LOCAL CONTENT: *If the tenderer is eligible for local preference under the Shire's local purchasing policy this should be indicated in this section along with the reasons why they are eligible.*

**SCHEDULE 11** REFEREES: *The referees must be related to the previous projects listed in SCHEDULE 11.*

**SCHEDULE 12** ADMINISTRATION: *The tenderer is required to confirm their willingness to complete the project administration tasks to the satisfaction of the Superintendent and that the tenderer's pricing schedule allows for these tasks.*

## 1 Conditions of Tendering

### 1.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Day</b>	A period of 24 hours unless indicated otherwise
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the Provision of Services nominated in Part 3.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	Shire of Sandstone
<b>Request OR RTF OR Request for Tender</b>	This document.
<b>Requirement:</b>	The Services requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Superintendent:</b>	Greenfield Technical Services
<b>Tender:</b>	Completed Offer form, Response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.

### 1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*).
- Part 2 – Specification and/or plans/drawings (*read and keep this part*).
- Part 3 – General Conditions of Contract (*read and keep this part*).
- Part 4 – Special Conditions of Contract (*read and keep this part*).
- Part 5 – Tenderer's Offer (*complete and return this part*).

## Part 1 READ AND KEEP THIS PART

- Part 6 – Schedules (*complete and return this part*).
- Appendix 1 – Shire of Sandstone Local Price Preference Policy (*read and keep this part*).
- Appendix 2 – List of Roads in Extent of Works (*read and keep this part*).
- Appendix 3 – Damage Repair Listing (*read and keep this part*).
- Appendix 4 - Specification for Flood Damage Plant Hire Contractor (*read and keep this part*).
- Appendix 5 – Typical Construction Details (*read and keep this part*).
- Appendix 6 – Examples of Project Specific Documentation (*read and keep this part*)
- Appendix 7 – Project map
- Appendix 8 – General Conditions of Contract – Supply of Goods and Services

### Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

## 1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 5) and Schedules (Part 6) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

## 1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the contact person listed below:

<b>Name:</b>	Nigel Goode, Greenfield Technical Services
<b>Telephone:</b>	0408 599 339
<b>Email:</b>	<a href="mailto:nigel.goode@greenfieldtech.com.au">nigel.goode@greenfieldtech.com.au</a>

### **1.5 Lodgement of Tenders and Delivery Method**

The tender must be lodged by the Deadline. The Deadline for this request is **2.00pm TUESDAY 10 OCTOBER 2017.**

Tenderers shall address and clearly label their tender submission as Shire of Sandstone – **RFT GTS SS 1 2017-18 SUPPLY OF PLANT AND OPERATORS FOR ROAD FLOOD DAMAGE REPAIRS (WANDRRA AGRN743)** C/o Greenfield Technical Services and be emailed to:

[tenderbox@greenfieldtech.com.au](mailto:tenderbox@greenfieldtech.com.au)

Email submissions should not exceed 10MB.

**No other format of tender submission will be accepted.**

Please note; it is the Contractor's responsibility to ensure timely and complete delivery of any tender document.

### **1.6 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

### **1.7 Late Tenders**

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

### **1.8 Acceptance of Tenders**

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

### **1.9 Customs Duty**

The Tenderer shall allow for any customs duty and premise applicable to all imported materials, plant and equipment required in connection with the works in its Tender.



### **1.10 Site Allowances**

This contract is not subject to adjustment for Site allowances.

### **1.11 Disclosure of Contract Information**

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer (s) or be advised that no Tender was accepted.

### **1.12 Tender Validity Period**

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### **1.13 Precedence of Documents**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

### **1.14 Alternative Tenders**

All Alternative Tenders **must be** accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "**Alternative Tender**".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### **1.15 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;

- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

### **1.16 Alterations**

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

### **1.17 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

### **1.18 Evaluation Process**

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer or Tenderers whose Tender is considered the most advantageous Tender to the Principal.

### **1.19 Selection Criteria**

The Contract may be awarded to a sole or panel of Tenderer(s) who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

Refer Section 5.2 for the selection criteria and associated weighting.

### **1.20 Compliance Criteria**

Tenders will be assessed for compliance with the requirements of the conditions of Tender and any Contract Requirements, including responses shown in the Tender Schedules. These criteria are detailed within Section 5.2.1 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

Compliant tenders will proceed.

### **1.21 Qualitative Criteria**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Section 5.2.2 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

### **1.22 Value Considerations**

The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) The qualitative ranking of each Tenderer,
- b) The pricing submitted by each Tenderer, and
- c) The Shire of Sandstone Buy Local – Regional Price Preference Policy.

The Principal reserves the right to take into consideration any feature of a tender that provides a benefit to the Shire of Sandstone and the community. Any additional features will be evaluated in accordance with the value for money assessment process outlined below:

In formulating the recommendation for any acceptance of any Tender, value for money will be assessed by:

- a) Identifying the lowest Comparative Price Tender (this tender then becomes the Benchmark for the value for money assessment);

- b) If the next highest priced Comparative Price Tender has a higher Qualitative Assessment Score than the benchmark, identifying the additional benefits (if any) offered and assessing if the additional benefit is worth the additional price;
- c) Repeating Step b) with the remaining tenders;
- d) Determining which of the remaining Tenders, if any, offers the best value for money.

### **1.23 Regional Price Reference**

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Shire of Sandstone's Regional Price Preference Policy.

Refer Appendix 1 for details of the Shire's Policy.

### **1.24 Local Resource Content**

Tenderers are required to make allowance and include a **mandatory 10% of local resource content** (machinery) within their tender and this is to be **maintained at 10% throughout the duration of the contract period.**

The resources are to be procured from within the Shire of Sandstone or from within 80km of the Shires municipal boundary.

This requirement is reflected within the overall tender scoring.

### **1.25 Price Basis**

All prices and schedule of rates for services offered under this RFT Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

**There is no provision for rise and fall within this Contract.**

### **1.26 Ownership of Tenders**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process **PROVIDED** that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

### **1.27 Canvassing of Officials**

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

### **1.28 Identity of the Tenderer**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Section 5.2.1 and whose execution appears on the Offer Form in Section 5.1 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

### **1.29 Costs of Tendering**

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

### **1.30 Tender Opening**

Tenders will be opened in the office of Greenfield Technical Service, Geraldton, on or as soon as practicable after the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders. Those who intend on attending the tender opening are requested to notify the tender's nominated contact person prior to the tender deadline.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

### **1.31 In House Tenders**

The Principal does not intend to submit an In-House Tender.

## **2 Specification**

### **2.1 Contract Requirements in Brief**

Suitably resourced, skilled and experienced contractors are invited to submit a Tender to supply hired plant and equipment with competent licensed operators for the construction of specific roadworks arising from flood damage within Shire of Sandstone.

A full statement of the goods/services required under the proposed contract appears in the Specification Section 2.5 & Section 2.6.

### **2.2 Introduction & Objectives**

The Objectives of the Contract include the following:

- 2.2.1** To complete reinstatement of flood damaged roads to their pre-event standard in compliance with this specification and the conditions stipulated under the Shire's WANDRRA funding agreement.
- 2.2.2** To undertake the reinstatement works in a safe, cost effective and efficient manner as directed by the Superintendent's Representative in order to achieve an acceptable standard of performance in accordance with industry standards and standards required by this specification.
- 2.2.3** To maintain regular and effective communication between Plant Hire Contractor, Superintendent, Superintendent's Representative and Principal to ensure compliant delivery of the services required under the contract and compliance with the conditions stipulated under the Shire's WANDRRA funding agreement.
- 2.2.4** To ensure compliance with all Shire of Sandstone purchasing and procurement policies as well as the Shire's Disability Access Inclusion Plan. Refer to the Shire's website for further information.

### **2.3 Definitions**

Below is a summary of some of the important defined terms used in this Part.

<b>Contract Flood Damage Supervisor</b>	Means the person (s) fulfilling the role of Contract Supervisor appointed under this RFT and nominated as the Superintendent's Representative.
<b>Contractor's Representative:</b>	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
<b>MRWA</b>	Main Roads Western Australia

**Part 2 READ AND KEEP THIS PART**

<b>Plant Hire Contractor</b>	Plant Hire Contractor or Contractors responsible for repairs and reconstruction of flood damage roads and associated infrastructure.
<b>Principal's Representative</b>	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
<b>Superintendent</b>	Greenfield Technical Services
<b>Works or Services:</b>	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

## 2.4 Background Information

The Shire of Sandstone suffered significant road damage following flooding in January and February 2017. The Shire engaged an engineering consultancy to lodge a flood damage submission and were successful in gaining approximately **\$4.6M** in government assistance funding for the reinstatement of road damage.

Refer Appendix 2 for list of roads within the Shire of Sandstone that form part of the contract works and full list of damage in Appendix 3.

The road works are spread over an extensive area and the total value of all works covered by this tender is expected to be approx. **\$ 4.6M**.

Tender submissions to provide just individual items of plant will not be considered.

Refer **Appendix 2** for Shire map indicating extent of proposed work package;

- Flood Damage reinstatement - Expected Value approx. \$ 4.6M
  - Cashmere Downs Road
  - Cogla Downs East Road
  - Cogla Downs Road
  - Lake Barlee Road
  - Meekatharra Sandstone Road
  - Menzies Sandstone Road
  - Paynes Find Sandstone Road
  - Sandstone Wiluna Road
  - Sandstone Yeelirrie Road



## **2.5 Scope of Work**

The flood damage works contract provides for the repair of flood damaged roads by competent licensed operators (the Plant Hire Contractor) as directed by the Contract Flood Damage Supervisor.

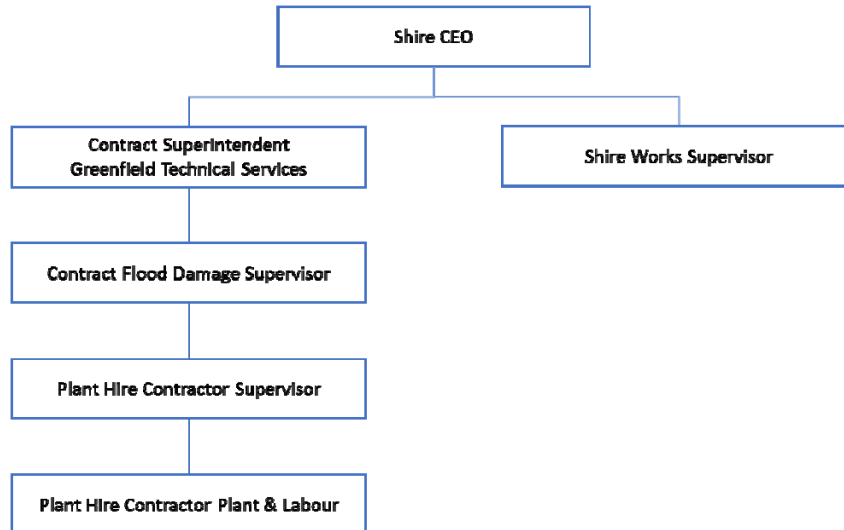
The scope of works typically comprises:

- Minor clearing
- Reconstruct road formation
- Gravel sheeting
- Maintenance grading
- Reshape / Form table drains and offshoot drains
- Reconstruct unsealed floodways (including cement stabilisation as required)
- Source gravel from borrow pits including clearing, topsoil stripping, removal of overburden, pushing up and stockpiling gravel and associated rehabilitation
- Construction and maintenance of turkeys nests associated with nominated water bore sources.

The work will involve extensive daily travel on unsealed roads within the Shire of Sandstone including travel to extremely remote areas within and surrounding the Shire.

## **2.6 Contract Management Structure**

The Contract and Project Management Structure of the works will be as follows in the figure below.



### **2.6.1 Contract Administrator**

The Contract will be administered by Greenfield Technical Services.

### **2.6.2 Contract Superintendent**

The Contract Superintendent will be Greenfield Technical Services.

### **2.6.3 Contract Flood Damage Supervisor**

The Contract Flood Damage Supervisor is the Superintendent's Site Representative.

## **2.7 Specific Requirements of the Contract**

The process for undertaking the flood damage works will be as follows:

1. The Contract Flood Damage Supervisor reports to the Contract Superintendent.
2. The overall extent of works is determined from the flood damage pickup, proposed reinstatement works and associated estimates previously agreed between the Shire and MRWA.
3. The Contract Flood Damage Supervisor will issue a written instruction outlining the works to be undertaken by the Plant Hire Contractor (Refer Appendix 6).
4. The Contract Flood Damage Supervisor will engage with the Road Repair Contractor's Supervisor to identify the specific works processes required on each section of road in accordance with the specifications (Appendix 4).

5. The Contract Flood Damage Supervisor will direct the Plant Hire Contractor's Supervisor to complete the nominated works so that the final cost of completed works does not exceed the funding provisions in the Shire's budget.
6. All field operations of plant and labour will be directed by the Plant Hire Contractor's Supervisor.
7. The Plant Hire Contractor's Supervisor is responsible for ensuring that the agreed works are completed to the required standard within the agreed timeline.
8. The Contract Flood Damage Supervisor will continually check conformance of construction of works undertaken. Works that do not conform shall be reworked as directed by the Contract Flood Damage Supervisor (Refer sample audit sheet Appendix 6). All costs associated with rework shall be at the Plant Hire Contractors' expense.
9. It is not permissible to overspend the allocated budget. Any cost over-run on one road will have to be balanced by reduced spending on subsequent roads.

The Contract Flood Damage Supervisor will be available on a full-time basis to direct the Plant Hire Contractor and to ensure that works are completed to a satisfactory standard in accordance with the contract documents.

## **2.8 Key Personnel**

### **2.8.1 Plant Hire Contractor's Supervisor**

The Plant Hire Contractor's Supervisor will be a full-time, stand-alone site supervisor and shall not be involved in any other projects at all, nor operate any item of plant (including the machinery float), nor carry out any machinery repairs etc. The Plant Hire Contractor's Supervisor shall demonstrate comprehensive:

- i. Previous experience with supervising / managing remote area road building / maintenance contracts, including experience in a remote campsite operation;
- ii. Previous experience in interpreting design levels, drawings and design set-out;
- iii. Sound organisational and time management skills;
- iv. Previous experience in the operation of earthmoving plant;
- v. Proven previous operational experience and sound understanding of machine capabilities and mechanical aptitude;
- vi. Sound assessment / analysis skills in relation to road building materials; and
- vii. Sound understanding of contract management and administration.

**NOTE:** This position is considered a senior operational position and once the contract is awarded the person nominated cannot be changed within written authority from the Superintendent. **A resume for the Supervisor must be submitted as part of Schedule 6.**

### **2.8.2 Contract Grader Operators**

The Plant Hire Contractor's grader operators shall not operate any other items of plant or carry out any mechanical repairs. The Contractor's grader operators shall demonstrate comprehensive:

- i. Previous experience with interpreting design levels, drawings and design set-out
- ii. Previous experience in road construction and road maintenance with particular reference to:
  - a. Working to levels including final trim for sealed road construction
  - b. Construction involving limited set-out to achieve a finished design
  - c. Knowledge and understanding of working with and mixing variable in-situ and locally available materials
- iii. Sound knowledge of the operation of machinery associated with earthworks construction / maintenance and a mechanical aptitude

**NOTE:** These positions are considered senior operational positions and once the contract is awarded the persons nominated cannot be changed within written authority from the Superintendent. **Resumes for the grader operators must be submitted as part of Schedule 6.**

### **2.8.3 Field Mechanic**

The Plant Hire Contractor shall supply an onsite full-time, dedicated field mechanic who shall be responsible for all plant and equipment maintenance for the works. The Field Mechanic shall not be involved in any other projects at all, nor operate any item of plant (including the machinery float). The Plant Hire Field Mechanic Supervisor shall demonstrate comprehensive:

- i. Previous experience with mechanical support in remote areas with earthmoving plant and equipment
- ii. Previous experience working in mobile field workshops and remote environments

**NOTE:** The Tenderer is required to nominate the Field Mechanic and include details in Schedule 6.

## **2.9 Administration**

The construction works covered by this RFT will require the tenderer to undertake a certain amount of administration. A summary of the project administration required is summarised below:

- Complete hardcopy record sheets supplied by the Superintendent, provide daily resource record sheets broken up into hour, job number and cost item on a daily basis.
- Populate electronic spreadsheets supplied by the Superintendent, enter daily resource record sheets and electronically deliver to the Superintendent every Monday of every working week.
- Develop and maintain a program of forward works using Microsoft Project (to be updated and presented to the Superintendent on a weekly basis).
- Compile a detailed record of all works completed.
- Compile complete records of:
  - Prestart meetings
  - OHS meetings, incident reports and similar
  - Supervisor daily diaries
  - QA records

## **2.10 Technical Specifications for Flood Damage Plant Hire Contractor**

Refer Appendix 4 for technical specifications applicable to the flood damage road repairs and reconstruction works that the Contract Flood Damage Supervisor will be responsible for ensuring that the Plant Hire Contractor compiles with.

## **2.11 Implementation Timetable**

The works associated with this contract are expected to commence in January 2018 and be completed in November 2018.

Following receipt of formal notification of award by the Principal, expected in early November/December 2017, the successful contractor (s) shall be ready to commence works on-site on a yet to be nominated date in January 2018.

All equipment shall be on-site 2 days prior to the commencement of works ready for a “condition assessment” to be completed by the Contract Flood Damage Supervisor.

A separate contract will be awarded at a similar time for the services of the Contract Flood Damage Supervisors.

## **2.12 Contract Payments**

Claims and payments for this Plant and Labour hire contract will be processed as follows below.

Valuation of claims will be calculated on the following basis:

- Tendered hourly rate for various items of Plant & Equipment (including operator) to be multiplied by number of productive hours in use. Hours to be determined via reference to machine hour meter readings or alternatively as agreed by the Contract Flood Damage Supervisor and Superintendent.
- Payment for supply, installation, fuelling and maintenance of water supply equipment including pumps, standpipes and generators will be based upon tendered hourly rates (for all equipment combined) per bore site (or other designated water source). Separate to the operating hourly rate a rate is also to be tendered for standby of water supply equipment when pumping is not in progress.
- The cost of providing and maintaining plant servicing and refuelling vehicles and operators is to be allowed for in tendered plant rates for other items of plant and will be paid as part of productive plant hours. There will be no separate hourly rate applicable to these plant servicing items.
- Tendered hourly rate for Labour only to be multiplied by the number of productive hours worked as agreed by the Contract Flood Damage Supervisor. Labour only hours will only be applicable and claimable after prior approval by the Contract Flood Damage Supervisor.
- Tendered hourly Standby rate for various items of Plant & Equipment to be multiplied by number of Standby hours, as agreed by the Contract Flood Damage Supervisor. Standby hours are defined as time on standby due to inclement or wet weather or other circumstances as agreed by the Contract Flood Damage Supervisor and Superintendent and will comprise a maximum of 8 hrs in any one day. If the event is forecast to continue for multiple days, the Contract Flood Damage Supervisor will issue instruction to send the Contractors whole crew off site until the event passes. The tendered hourly Standby rate is to be based on plant rate only (not including operator). Allowance for all other non-productive plant hours is to be covered in the hourly rates for productive operating hours as there will be no separate payment for idle /non-productive plant. Allowance for the cost of labour hours of operators of plant

on Standby is to be covered in other tendered rates for productive hours as there will be no separate payment for idle operators of plant on Standby. Every effort should be made by the Contractor to gainfully engage operators of non-productive plant on other activities whereby payment will be made at the tendered Labour only rate.

- All mobilisation and demobilisation including to and from Sandstone and between roads (including Camp setup and relocation) is to be tendered as a Lump Sum figure and will be paid on a pro-rata basis against the percentage of works completed for the contracted Parcel of works.
- Mobilisation and demobilization between job sections within a road is to be paid for on the basis of tendered hourly hire rate of machinery float multiplied by the number of hours engaged in the plant relocation. There will be no additional payment for the item of plant being loaded, transported and unloaded. Items of plant able to be legally driven on the public road (such as graders, trucks etc) will be paid for at their tendered hourly rate for productive hours.
- Daily travel time between camp and the worksite and return is deemed to be included in the rates for productive hours. There will be no separate payment for daily travel time between camp and the worksite and return.
- Preparation of a traffic management plan relevant to the Parcel of works shall be tendered as a single lump sum and paid via first claim following submission to the Contract Flood Damage Supervisor and Superintendent and approval.
- Costs of all other General items including camping, accommodation and messing, compliance with legislation and statutes and insurances are to be allowed for in tendered plant rates and will be paid as part of productive plant hours.

**All subcontractors are to be paid in full within 10 calendar days of the Plant Hire Contractor receiving payment from the Shire. Plant Hire Contractor will be required to demonstrate compliance with this requirement to the Superintendent on an ongoing basis.**

All invoices for payment shall be submitted to Greenfield Technical Services accompanied by copies of the daily timesheets and Daily Resource Record Sheets (supplied by the Superintendent post tender). The value of each Claim for Payment to the Contractor is to be agreed and authorised by the Superintendent. Claims are to be submitted on a fortnightly basis and the corresponding payment will be processed within 14 days following receipt of a compliant claim.

### **2.13 Contractor Performance**

The Plant Hire Contractor shall nominate his full-time Supervisor on-site to ensure that the works are competently managed at all times. The Plant Hire Contractor's Supervisor shall be charged with accepting directions from, and reporting all matters to, the Contract Flood Damage Supervisor.

The Contract Flood Damage Supervisor shall routinely review and assess the Plant Hire Contractor's performance. The Shire reserves the right to discharge any person or item of plant which, in the opinion of the Contract Flood Damage Supervisor, is not satisfying the requirements of the contract with respect to ability, commitment, appropriateness or otherwise. The contractor will be advised of the issue (s) and given 5 days to rectify the complaint.

Failure by the Plant Hire Contractor to rectify the complaint will result in the non-performing person / plant item being discharged from the site and the Plant Hire Contractor will be directed to find a replacement.

In the event that the Plant Hire Contractor fails to perform under the contract, the Shire reserves the right to terminate the contract forthwith.

### **2.14 Drug & Alcohol Testing**

Mandatory alcohol testing is required before commencing work every day and daily records will be kept. Testing will take place at the Plant Hire Contractor's camp using the Plant Hire Contractor's breathalyser. Ad-hoc drug and alcohol testing may also be conducted at random throughout the duration of the contract works with records kept.

### **2.15 Complaints**

The Plant Hire Contractor (s) shall make it clear to enquirers that they are operating on behalf of the Shire and shall take courteous note of complaints and suggestions made by the travelling public or affected landowners and ratepayers.

### **2.16 Statutory Compliance**

The Plant Hire Contractor and all associated sub-contractors will need to operate at all times in accordance with Acts Statutes (State or Federal) for the time being enacted or modifying any Acts, and all Regulations, By laws, Requisitions, Ordinances, and Orders made under any Act from time to time by any Statutory public or other competent authority.



### **3    General Conditions of Contract**

The General Conditions of Contract applicable to this Tender are based on the Standard WALGA template for the “Supply of Goods and the Provision of General Services” and is included in Appendix 7.

#### **3.1   Insurances**

The Plant Hire Contractor is required to have in place the following insurances totally indemnifying the Principal against all damages and/or losses incurred as a result of and for the duration of the Contract works. Details of all such insurance policies are to be provided with the tender using the pro-forma at Schedule 2 together with copies of certificates of currency and these are to be included in the attachment labelled “Risk Assessment” as referenced under Section 5.2.1 Compliance Criteria.

- Employee Insurance Cover / Works Compensation as provided for by the Act at Common Law in the minimum amount of \$50M.
- Public and Product Liability insurance cover in the minimum amount of \$20M per incident and \$20M in the aggregate.
- Plant, Equipment & Vehicle insurance cover (including fire, theft and damage cover) in the minimum amount of \$30M.

The Shire shall not take any responsibility for any damage incurred to vehicles, equipment or accommodation at any time whilst engaged on this project.

#### **3.2   Period of Contract and Termination**

The duration of the Contract is fixed by the Project funding. Ongoing costs will be monitored on a fortnightly basis and works will continue until such time as the allocated budget is fully spent.

Notwithstanding this, the Shire of Sandstone reserves the right to terminate the contract with the successful tenderer at two weeks’ notice in the event of unsatisfactory performance, death or bankruptcy of the contractor. Before termination of the contract occurs the Shire of Sandstone shall enter into correspondence with the contractor (before the two weeks’ notice) to inform them of the Shire’s intent and reason for termination of contract.

## **4 Special Conditions of Contract**

### **4.1 Advertisements and Promotions on Site**

The Contractor may erect on the Site or permit to be erected on Site only those signs:

- a) Required by Law
- b) Specified in the Contract documents, and
- c) Required to identify the Contractor's premises.

The Contractor shall not erect on Site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

### **4.2 Publicity**

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

### **4.3 Materials and Work**

#### **4.3.1 Working Hours, Days and Work Cycles**

The Work to be performed under the contract shall be subject to execution within certain working hours, days and cycles to be agreed upon during the initial site meeting but will generally be confined to a minimum of 10 hours and a maximum of 12 hours per day limited to daylight hours only; no work will occur during twilight hours. The Contractor can expect to schedule work cycles on the basic principal of a 13 day on – 1 day off – 7 days on swing followed by 7 days break off-site. The actual cycle dates and days will however need to be agreed at the initial site meeting including consideration of any legislative requirements relating to maximum number of days or hours worked continuously.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the agreed hours.

#### **4.3.2 Goods and Services Tax (GST)**

For the purpose of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder

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and any other written law dealing with GST applying for the time being in the State of Western Australia.

- c) “Supply” and “taxable supply” have the same meanings as in the GST Act.

Where the Requirement’s, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

## **5 Tenderer's Offer**

### **5.1 Form of Tender**

The Chief Executive Officer  
Shire of Sandstone  
89 Earl Street, Sandstone WA 6312

I/We (Registered Entity Name): \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **In response to RFT GTS SS 1 2017-18 SUPPLY OF PLANT AND OPERATORS FOR ROAD FLOOD DAMAGE REPAIRS (WANDRRA AGRN743):**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 5.2 Selection Criteria

### 5.2.1 Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Compliance with the Specification contained within the Request.	Yes / No
c) Compliance with the Start Date and delivery period.	Yes / No
<p>d) Risk Assessment</p> <p>Tenderers must address the following information in an attachment and label it “<b>Risk Assessment</b>”:</p> <ul style="list-style-type: none"> <li>i. An outline of your organisational structure inclusive of any branches and number of personnel.</li> <li>ii. If companies are involved, attach their current ASIC company extracts search including latest annual return.</li> <li>iii. Provide the organisation’s directors / company owners and any other positions held with other organisations.</li> <li>iv. Provide a summary of the number of years your organisation has been in business.</li> <li>v. Attach details of your referees. You should give examples of work provided for your referees where possible.</li> <li>vi. Are you acting as an agent for another party? If Yes, attached details (including name and address) of your Principal.</li> <li>vii. Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</li> </ul>	<p>Yes / No</p> <p>Yes / No</p>

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<p>viii. Do you intend to subcontract any of the Requirements? If Yes, provide details of the subcontractor (s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted. <i>Complete the pro-forma at Schedule 3 and include with the “Risk Assessment” attachment for this requirement.</i></p> <p>ix. Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</p> <p>x. Are you presently able to pay all your debts in full as and when they fall due?</p> <p>xi. Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes, please provide details.</p> <p>xii. In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>
<p>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, policy number, expiry date, value and type of insurance. <i>Complete the pro-forma at Schedule 5 and include with the “<b>Risk Assessment</b>” attachment for this requirement. Copies of Certificates of Currency are also to be attached. If the Tenderer holds “Umbrella Insurance”, please ensure a breakdown of the required insurances are provided.</i></p>	

### 5.2.2 Qualitative Criteria

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

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

<p><b>A. Quality and Completeness of Plant / Equipment</b></p> <p>Tenderers must address the following information in an attachment and label it <b>“Quality and Completeness of Plant / Equipment”</b>:</p> <ul style="list-style-type: none"> <li>- Identify total number of each type of plant available for this project for assessment against the nominated list and numbers within the Tender schedule. <i>Complete the pro-forma at Schedule 3 and include with the “Quality and Completeness of Plant / Equipment” attachment.</i></li> <li>- Nominate age or hours of each item of plant or some indication of condition or reliability.</li> <li>- Identify any particular items of plant or attachments which are considered to have special or advantageous application to the works and locations identified within this tender.</li> </ul>	<p><b>Weighting</b></p> <p><b>&lt; 15% &gt;</b></p> <p><b>Tick if attached</b></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p><b>B. Demonstrated Remote Area Construction Experience</b></p> <p>Tenderers must address the following information in an attachment and label it <b>“Demonstrated Remote Area Construction Experience”</b>:</p> <ul style="list-style-type: none"> <li>- Provide details of similar work previously undertaken including references to dates, value of works and time taken to complete and evidence of having achieved outcomes.</li> </ul>	<p><b>Weighting</b></p> <p><b>&lt; 15% &gt;</b></p> <p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>

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<ul style="list-style-type: none"> <li>- Reference sheet or list of relevant previously completed projects. <i>Complete pro-forma provided in Schedule 7 and submit with the “Demonstrated Remote Area Construction Experience” attachment.</i></li> <li>- Provide referees who can substantiate previous experience and demonstrated capability of the organisation.</li> <li>- Include reference to previous experience operating mobile camps</li> <li>- Provide details of past experience of key staff including Supervisory, Administrative and operators of key items of plant (e.g. grade, dozer, field mechanic). <i>Complete the pro-forma at Schedule 9 and include with the “Demonstrated Remote Area Construction Experience” attachment.</i></li> <li>- Provide details of Organisation’s Occupational, Health and Safety record and systems with particular relevance to works in rural and remote areas</li> </ul>	<div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div>
<p><b>C. Demonstrated ability to source suitable local materials</b></p> <p>Tenderers must address the following information in an attachment and label it <b>“Demonstrated ability to source suitable local materials”</b>:</p> <ul style="list-style-type: none"> <li>- Provide details of tenderer’s experience sourcing local materials (gravel &amp; water) for road construction projects. Also provide details of the tenderer’s experience in using locally available materials to complete road construction and / or road maintenance projects</li> </ul>	<p><b>Weighting</b></p> <p><b>&lt; 10% &gt;</b></p> <p><b>Tick if attached</b></p> <div><input type="checkbox"/></div>
<p><b>D. 10% Local Content of Plant / Equipment Physical Resources</b></p> <p>Tenderers must address the following information in an attachment and label it <b>“10% Local Content of Plant / Equipment Physical Resources”</b>:</p> <ul style="list-style-type: none"> <li>- Provide details of the 10% of local content of plant / equipment physical resources that the tenderer intends to supply. Physical</li> </ul>	<p><b>Weighting</b></p> <p><b>&lt; 10% &gt;</b></p> <p><b>Tick if attached</b></p> <div><input type="checkbox"/></div>



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resources refers to plant, equipment and labour resources. Local content is defined as per the Shire of Sandstone's Purchasing Policy. <i>Complete the pro-forma at Schedule 10 and include with the "Local Content of Plant / Equipment Physical Resources" attachment.</i>	
<b>E. Capacity to Complete Contract Works</b>  Tenderers must address the following information in an attachment and label it <b>"Capacity to Complete Contract Works"</b> : <ul style="list-style-type: none"><li>- Demonstrated capacity of organisation to resource the work i.e. current workload vs forecast workload including this contract.</li><li>- Include reference to the organisation's capacity to provide back-up resources for key personnel should the need arise.</li><li>- Provide a project schedule / timeline identifying resources and timeframes to be allocated to each road nominated within the Damage Repair Listing (refer Appendix 2).</li></ul>	<b>Weighting</b>  <b>&lt; 10% &gt;</b>  <b>Tick if attached</b>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>
<b>F. Provisions for mechanical support</b>  Tenderers must address the following information in an attachment and label it <b>"Provisions for mechanical support"</b> : <ul style="list-style-type: none"><li>- Specifically detail the items of mechanical support and refuelling equipment available for this project.</li><li>- Provide CV's or as a minimum, employment history (including projects worked on and roles undertaken), years of experience and qualifications or relevant memberships for Field Mechanic.</li></ul>	<b>Weighting</b>  <b>&lt; 10% &gt;</b>  <b>Tick if attached</b>  <input type="checkbox"/>  <input type="checkbox"/>

### **5.3 Price Information**

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

Section 5.3.1 requires the Tenderer to nominate which of the two work packages they intend to bid for or whether they are intending to bid for both of the work packages. **It should be noted that no tenderer will be appointed to more than one package.**

The Price Schedule is broken down into:

1. Preliminary Items (with separate entries for each of the 2 works packages), and
2. Plant Hire Items

The Preliminary Items include lump sum amounts for such items as mobilisation and demobilisation to and from Sandstone Settlement, camp, accommodation and messing costs, insurances, compliance with legislation and preparation of traffic management plans.

Mobilisation items within the Preliminary Items section are detailed below

- a) **Mob/Demob Item 1:** is to allow for costs associated with mobilising and demobilising all equipment to / from Sandstone Settlement (all items as requested in the tender schedule **excluding provisional plant items**).
- b) **Mob/Demob Item 2:** is to allow for costs associated with mobilising and demobilising **provision plant items** on a per machine basis to / from Sandstone Settlement.

The Plant Hire Items are generic for both works packages; **note that some items are indicated as provisional only.**

The schedule requires rates to be provided for each specified item of plant whilst in productive use (including operator) and a standby rate (excluding operator) applicable during stand-by periods (e.g. inclement weather). Payment for plant hire will be made based on machine hours worked, as per the machines hour meter and not machine hours on site.

A labour only rate is also required but will only be applicable when prior approval of the Superintendent's Site Supervisor is gained.

Tenderers are required to price all items specified in the Price Schedule.

**All tendered plant, equipment and labour rates as well as amounts for Preliminary Items are to be Exclusive of GST. The GST will be added by the Principal later.**

All rates and lump sums tendered in the Price Schedule shall be deemed to include allowance for the following ancillary expenses as there are no specific items listed for these:

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- All camp facilities required to cater for personnel including accommodation, messing, power, potable water and consumables,
- All mechanical services, workshops and refuelling required to support all plant and equipment listed in the Price schedule, in proper working order at all times,
- All costs associated with contract administration, reporting and office related activities in accordance including daily on-site requirements and contractual requirements from the Contractor's base,
- A suitable experienced and competent civil roadworks Supervisor provided with a suitably equipped 4WD vehicle (including reliable mobile field communications with operators and personnel to coordinate all activities on site on a day-to-day basis) for exclusive use by the supervisor. This is to be a standalone role and the Supervisor shall not operate any items of plant or undertake any machinery repairs or ancillary works etc.

**Tender submissions which fail to satisfy all of these requirements may be considered non-conforming.**

All rates and lump sums tendered in the Price Schedule shall be based on the working hours, days and cycles generally outlined under Section 4.3.1 and allow for the entire project timeline no matter if the project timeline differs to the schedule of rates timeline.

#### **5.3.1 Price Basis**

Are you prepared to offer a fixed price for items and a fixed schedule of rates?	<b>Yes / No</b>
--	-----------------

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**5.3.2 Price Schedule**

**PRICE SCHEDULE PRELIMINARY ITEMS**

**NAME OF CONTRACTOR.....**

<b>PRELIMINARIES</b>	<b>Units</b>	<b>Qty</b>	<b>Amount</b>
<b>Note: Items in Red are provisional</b>			
Allow for all necessary preliminaries including, but not limited to;			
Mobilisation & demobilisation all plant and equipment to and from Sandstone <b>(Mob/Demob Item 1)</b>	Item	<b>1</b>	
<b>Mobilisation &amp; demobilisation provisional plant items to / from Sandstone (Mob/Demob Item 2)</b>	<b>Per machine</b>	<b>1</b>	
Allow for all camp, meals and accommodation	Item	<b>1</b>	<b>Included in plant rates</b>
Allow for all insurances required under the contract	Item	<b>1</b>	<b>Included in plant rates</b>
Allow for full compliance with all state and federal regulations	Item	<b>1</b>	<b>Included in plant rates</b>
Prepare Traffic Management Plan	Item	<b>1</b>	
Percentage on-cost for materials ordered by the Contract Flood Damage Supervisor	%		
<b>SUB-TOTAL PRELIMS Works Package No 1</b>			

**Part 5 COMPLETE AND RETURN THIS PART**

**PRICE SCHEDULE – PLANT HIRE ITEMS (Note: Items in Red are provisional)**

NAME OF CONTRACTOR.....

PLANT HIRE ITEMS	No. of machines requested	Units	Hourly Rate Per Machine
<b>DOZER, D-8 or similar (no smaller)</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>GRADER, H-140 or similar (no smaller) with 14 ft blade</b>	<b>2 to 3</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>FRONT END LOADER 2.0 – 3.0m3 bucket (with IT attachment)</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>FRONT END LOADER 4.0 – 5.0m3 bucket</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>45 TONNE EXCAVATOR with rock breaker and skeleton bucket attachment</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>35 TONNE EXCAVATOR with rock breaker and skeleton bucket attachment</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>14 TONNE EXCAVATOR</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>PADFOOT VIBRATORY ROLLER min 16t deadweight</b>	<b>1 to 2</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	

**Part 5 COMPLETE AND RETURN THIS PART**

**PRICE SCHEDULE – PLANT HIRE ITEMS (Note: Items in Red are provisional)**

NAME OF CONTRACTOR.....

PLANT HIRE ITEMS	No. of machines requested	Units	Hourly Rate Per Machine
<b>SMOOTH DRUM VIBRATORY ROLLER min 16t deadweight</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>GRID ROLLER 12t – 16t static weight (not including weight of tractor)</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>MULTI-TYRED ROLLER min 16t deadweight</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>WATER CART min 25,000 Litres</b>	<b>2 to 4</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>ROADTRAIN WATER CART min 50,000 Litres</b>	<b>1 to 2</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>ROADTRAIN SIDE – TIPPER Double (36m3)</b>	<b>2 to 4</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>ROADTRAIN SIDE – TIPPER Triple (54m3)</b>	<b>2 to 4</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>SEMI SIDE – TIPPER (18m3)</b>	<b>2 to 4</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	

**Part 5 COMPLETE AND RETURN THIS PART**

**PRICE SCHEDULE – PLANT HIRE ITEMS (Note: Items in Red are provisional)**

NAME OF CONTRACTOR.....

PLANT HIRE ITEMS	No. of machines requested	Units	Hourly Rate Per Machine
<b>SKID STEER LOADER with post hole auger and bucket attachment</b>	<b>1</b>		
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
<b>MACHINERY FLOAT</b>	<b>1</b>		
Rate per hour while in use to mob between each location within the road ( <b>Mob/Demob Item 3</b> )		hour	
One-off cost in lieu of standby rate to maintain float on site at all times		item	
<b>ALL EQUIPMENT FOR WATER SUPPLY AT EACH BORE/TURKEYS NEST</b> - including 3-phase submersible pump, standalone standpipe with 150mm transfer pump including all generators as required and all allowances required for bottom loading of water carts.	<b>No of bores varies between 2 to 4</b>		
Rate per bore site incl mtce & fuelling		Day	
Standby rate per bore site (when not pumping)		Day	
<b>TRAFFIC MANAGEMENT</b> - For all costs associated with the supply of all personnel and equipment for;			
Roadwork being undertaken while road is CLOSED to public traffic		Day	
Roadwork being undertaken while road is OPEN to public traffic		Day	
<b>LABOUR RATE –</b> applicable only when operator is engaged directly by the Shire to carry-out other activities.			
Rate per hour		Hour	
<b>FULL CREW STANDBY RATE –</b> applicable only when approved by the Superintendent and only where the full crew is required to be on standby due to unforeseen circumstances. Rate should include cost of all plant, equipment, accommodation, messing etc. Plant and equipment assumed to remain on site. (Excludes provisional items)			
Rate per day		Day	

**Part 5 COMPLETE AND RETURN THIS PART**

**PRICE SCHEDULE – PLANT HIRE ITEMS**

**NAME OF CONTRACTOR.....**

<b>PLANT ITEM</b>	<b>No. of machines offered</b>	<b>Units</b>	<b>Hourly Rate Per Machine</b>
<b>ANY OTHER ADDITIONAL ITEMS OFFERED</b> .....			
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
All mob and demob costs		Item	
<b>ANY OTHER ADDITIONAL ITEMS OFFERED</b> .....			
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
All mob and demob costs		Item	
<b>ANY OTHER ADDITIONAL ITEMS OFFERED</b> .....			
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
All mob and demob costs		Item	
<b>ANY OTHER ADDITIONAL ITEMS OFFERED</b> .....			
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
All mob and demob costs		Item	
<b>ANY OTHER ADDITIONAL ITEMS OFFERED</b> .....			
Rate per hour while in use		Hour	
Standby rate per hour		Hour	
All mob and demob costs		Item	



**5.3.3   Regional Preference / Local Content**

Should the tenderer wish to be considered under the Shire of Sandstone Buy Local – Regional Price Preference Policy then the pro-forma at Schedule 10 should be completed and included with the Price Schedule and tender submission indicating which components of the tender submission are claimed to be applicable.

## 6 Schedules

### 6.1 SCHEDULE 1 FORMAL OFFER

<b>TENDER NO.</b>	GTS SS 1 2017-18	<b>PROJECT:</b>	SUPPLY OF HIRED ROAD CONSTRUCTION PLANT WITH OPERATORS
<b>Tenderer:</b>			
<i>(full trading name)</i>			
<b>Registered Office Address</b>		<b>Business Address</b>	
<b>Telephone</b>		<b>Facsimile</b>	
<b>Email</b>			

### LEGAL STATUS

All Tenderers are required to complete the following table:

Legal Structure	Name	Australian Company Number (ACN)	Australian Business Number (ABN)
Company			
Trust *			
Individual			
Partnership			

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- Conditions of Tendering;
- Conditions of Contract;
- The Specification;
- Any addenda to the above;
- This Tender Form including all its schedules relating to the above Contract.

The Tenderer also acknowledges that if it is the successful tenderer, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

### AMENDMENTS TO TENDER DOCUMENTS (IF ANY)

Tenderer to sign and return any amendments (tender addenda) issued during the tender period in confirmation of their receipt.

**Part 6 COMPLETE AND RETURN THIS PART**

Tenderer confirms amendments have been signed and returned:

**List Addenda No's received:**

**Signature:** \_\_\_\_\_

**Executed by Authorised Officer of Tenderer who has delegated authority to enter into a contract:**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of  
Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**TENDERER'S CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## **6.2   SCHEDULE 2 STATEMENT OF INTENT**

### **PREAMBLE**

The Shire's target expenditure under this tender is listed in Section 2.4.

It is the Shire's intention to complete roadworks within pre-agreed fixed budgets.

The Shire will direct the works and will take all responsibility for material quality and material quantities.

The Shire seeks to engage with a Contractor who identifies and supports the Shire's stated intentions as evidenced in the tender documents. It is essential that the Shire and the successful tenderer agree to work co-operatively to achieve mutually-agreed targets.

### **STATEMENT**

I have read carefully and fully understood these tender documents.

It is my intention to provide the Shire with the service required by the Shire as described in the tender documents, that is:

- I will supply all plant and equipment including camp, at the fixed tendered rates for the duration of the works, as determined by the Shire.
- I will ensure that all plant and equipment, including camp, is operated by competent staff at all times and that staff work to achieve the outcomes required by the Shire.
- I will ensure that all plant and equipment, including camp, will be fully-maintained on site to ensure minimum downtime.
- I will put processes in place to ensure that my staff work co-operatively with, and under the direction of the Shire supervisor at all times
- I will put processes in place to provide the shire with timely accurate records of all costs for which the Shire will be liable under the contract.

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SIGNATURE OF AUTHORISED SIGNATORY OF CONTRACTOR:

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NAME OF AUTHORISED SIGNATORY (BLOCK LETTERS):

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POSITION

**Part 6****COMPLETE AND RETURN THIS PART****6.3 SCHEDULE 3 PLANT DETAILS TO BE SUPPLIED**

Plant Item	Make, Model	Year	Hour Meter Reading	Registration No	Operator Name & License No

**6.4 SCHEDULE 4 DETAILS OF PROPOSED CAMP AND MECHANICAL SUPPORT**

Item	Project Element	Project Specific Details
1	CAMP	
2	MECHANICAL SUPPORT	

**6.5 SCHEDULE 5 INSURANCES**

INSURANCE TYPE	POLICY NO	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident (\$A)	In Aggregate (\$A)		
Public Liability					
Vehicles Plant and Equipment					
Workers Compensation					

**(Attach Certificates of Currency or other verification of the above insurances)**

**6.6 SCHEDULE 6 NOMINATED SUBCONTRACTORS****Note:**

1. Written approval of all subcontractors is required before commencement of the contract.
2. The nomination of alternatives is acceptable.
3. The Contractor shall be required to provide evidence that the subcontractors are registered and/or licensed (as required by law) in the work which is to be subcontracted and have the relevant policies of insurance.

<b>NAME OF SUBCONTRACTOR</b>	<b>DESCRIPTION OF WORKS / PLANT ITEMS PROPOSED TO BE SUBCONTRACTED</b>	<b>Approximate Total No of Months the Subcontractor has worked for the Contractor over the last 2yrs</b>	<b>% of Total works which will be subcontracted</b>



**6.7 SCHEDULE 7 RELEVANT PAST EXPERIENCE**

Please provide details of ***previous projects involving construction of sealed and unsealed PUBLIC roads in remote locations***. These projects should only include those where the tenderer is the sole or major/head civil roadworks contractor. Projects which involve supply of dry or wet hire to a separate head civil roadworks contractor should not be included.

Item	Project Description	Client	Approx Value	Approx Duration
1				
2				
3				
4				
5				
6				
7				

**6.8 SCHEDULE 8 CURRENT PROJECT COMMITMENTS**

Name / Description of Project	Start Date	Project Duration	Project Value	Client / Contact Name / Details

**Part 6****COMPLETE AND RETURN THIS PART****6.9 SCHEDULE 9 KEY PERSONNEL**

Complete the following details and submit with “Key Personnel Experience and Overall Capacity” attachment.

**SUPERVISORY STAFF (Including Contractor’s Supervisor and Leading Hand)**

<b>Name</b>	<b>Previous Experience / Projects</b>	<b>Previous Roles / Tasks</b>	<b>Years’ Experience</b>	<b>Qualifications / Certificates</b>	<b>Reference Name / Contact No.</b>	<b>CV Included Y/N</b>
Plant Hire Contractor’s Supervisor						

**Part 6****COMPLETE AND RETURN THIS PART****SCHEDULE 9 KEY PERSONNEL (CONT'D)**

Complete the following details and submit with “**Key Personnel Experience and Overall Capacity**” attachment.

**KEY OPERATORS (Including Grader and Dozer operators and Field Mechanic)**

<b>Name</b>	<b>Previous Experience / Projects</b>	<b>Previous Roles / Tasks</b>	<b>Years' Experience</b>	<b>Qualifications / Certificates</b>	<b>Reference Name / Contact No.</b>	<b>CV Included Y/N</b>
Grader Operator #1						
Grader Operator #2						
Grader Operator #3						
Dozer Operator						
Dedicated Field Mechanic						

**Part 6****COMPLETE AND RETURN THIS PART****SCHEDULE 9 KEY PERSONNEL (CONT'D)**

Complete the following details and submit with “Key Personnel Experience and Overall Capacity” attachment.

**ADMINISTRATION STAFF (on-site responsibility for Record Keeping and Reporting)**

<b>Name</b>	<b>Previous Experience / Projects</b>	<b>Previous Roles / Tasks</b>	<b>Years' Experience</b>	<b>Qualifications / Certificates</b>	<b>Reference Name / Contact No.</b>	<b>CV Included Y/N</b>

**6.10 SCHEDULE 10 LOCAL CONTENT DETAILS**

Description of Plant Item or Labour Resource	Source location within Shire of Sandstone	Estimated Local Content Claim Value	Details / Basis of Calculation (including reference to which Works or total works value that % reduction is being applied to

### 6.11 SCHEDULE 11 REFEREES

Provide contact details of referees who can substantiate the Tenderer's capabilities in undertaking the works required under the contract based on past experiences and submit with the "**Organisation Experience and Capacity**" attachment.

#### FIRST REFEREE

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email \_\_\_\_\_

#### SECOND REFEREE

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email \_\_\_\_\_

#### THIRD REFEREE

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email \_\_\_\_\_

## 6.12 SCHEDULE 12 ADMINISTRATION

The construction works covered by this RFT will require the tenderer to undertake a certain amount of project administration. A summary of the project administration required is summarised below:

- Using hardcopy record sheets supplied by the superintendent (Refer Appendix 5), provide daily resource record sheets broken up into hour, job number and cost item on a daily basis
- Using electronic spreadsheet supplied by the Superintendent, enter daily resource record sheets and electronically deliver to the Superintendent every Monday of every working week
- Program of forward works using Microsoft Project (to be updated on a weekly basis)
- Compile a detailed record of all works completed
- Compile a complete record of:
  - Prestart meetings
  - OHS meeting and incidents reports etc
  - Supervisors daily diaries
  - QA records

Please confirm whether the above project administration tasks will be undertaken and that the associated costs are included in Section 5.3.2 "Price Schedule"

Yes      ☐

No      ☐



## Appendix 1 – Shire of Sandstone Regional Price Preference Policy

SHIRE OF SANDSTONE  
COUNCIL POLICY MANUAL

POLICY:	PURCHASING - QUOTES and TENDERS
POLICY No.:	4.7
SECTION:	FINANCE
COUNCIL MEETING HELD:	25 the September 2017
DATE TO BE REVIEWED:	<u>SEPTEMBER 2017</u>

<b>Local Government Act 1995</b>	<b>Clause 3.57(2)</b>
<b>Functions &amp; General Regulation</b>	<b>11</b>

The following procedures apply when purchasing Goods or Services on behalf of Council.

### **GOODS AND SERVICES**

This policy has been designed to provide an effective guide for staff in the purchase of goods and services.

The process aims to help avoid pitfalls and ensure a successful outcome is achieved for Council.

Purchases of goods and services have been broken down into a number of price ranges with each requiring different actions and processes to be followed.

### **DIRECT PURCHASE - UP TO AND INCLUDING \$5,000**

Goods and services valued (in total) up to \$5,000 do not require the conduct of a competitive process. Verbal quotations should be obtained and the purchase should represent value for money. An official Purchase Order should be raised for all such purchases with the Chief Executive Officer, Works Supervisor, and Mechanical Fitter having authority to sign Purchase Orders. Where considered appropriate, written quotations may be requested. A record of all verbal quotations is to be maintained.

### **WRITTEN QUOTATIONS - \$5,000 TO \$20,000**

The purchase of goods and services valued between \$5,001 and \$20,000 require written quotations to be obtained. As a general rule 2-3 quotations should be sought; however, depending on the nature of the purchase and the number of suppliers available, more quotations may be sought.

The steps in the flow chart on the Purchasing Process (see attached) should be followed. An official Purchase Order shall be raised for all such purchases, with the Chief Executive Officer, Works Supervisor, and Mechanical Fitter having delegated authority to approve such purchases where appropriate allowance has been made in the budget or in the event

SHIRE OF SANDSTONE  
COUNCIL POLICY MANUAL

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of an emergency purchase. Opportunity should be given for local suppliers to submit quotations wherever possible with due regard to Council's Regional Price Preference Policy. A copy of all quotations received should be attached to the office copy of the Purchase Order.

**WRITTEN QUOTATIONS - \$20,001 TO \$60,000**

The purchase of goods and services valued between \$20,001 and \$60,000 require formal written quotations to be obtained.

For these purchases staff are to formally request in writing that written quotations be submitted to Council for consideration.

Due to the value of such purchases it is expected a minimum of three quotations be obtained with a preference for 3-5 quotations depending on the number of suppliers available.

The steps in the flow chart on the Purchasing Process (see attached) should be followed.

An official Purchase Order shall be raised for all such purchases with the Chief Executive Officer having delegated authority to approve such purchases where appropriate allowance has been made in the budget. Opportunity should be given for all local suppliers to submit quotations wherever possible with due regard to Council's Regional Price Preference Policy.

A copy of all quotations received should be attached to the office copy of the Purchase Order.

Council is to be advised for their information of relevant purchases within this price range.

**WRITTEN QUOTATIONS - \$60,001 TO \$99,999**

The purchase of goods and services valued between \$60,001 and \$99,999 require formal written quotations to be obtained.

For all such purchases staff are to formally request in writing that written quotations be submitted to the Chief Executive Officer for consideration.

Due to the value of such purchases it is expected a minimum of four quotations be obtained, with a preference for 3-5 quotations depending on the number of suppliers available.

The steps in the flow chart on the Purchasing Process (see attached) should be followed.

All purchases within this range require formal Council approval. An official Purchase Order shall be raised for all such purchases. Opportunity should be given for all local suppliers to submit quotations wherever possible with due regard to Council's Regional

Price Preference Policy.



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COUNCIL POLICY MANUAL

A copy of all quotations received should be attached to the office copy of the Purchase Order.

**GENERAL REQUIREMENTS**

Once the need for the goods or service has been identified:

- (a) prepare clear, accurate and concise requirements for the purchase,
- (b) where appropriate, prepare a detailed specification with all relevant technical information (e.g. plant purchases, bitumen),
- (c) use standardised formats and procedures to minimise cost and assist suppliers and Council with the purchase process,
- (d) maintain accurate records for audit and future reference purposes,
- (e) ensure all of the process is transparent and accountable.

**PURCHASING POLICY - OCCUPATIONAL SAFETY AND HEALTH**

Many Hazards need not enter the workplace. Items that are purchased must be assessed for their design safety and health features and other implications such as cleaning, maintenance and re training staff in their use prior to their being purchased. It is the policy of the shire that items being purchased shall be assessed as to their potential health effect on the workforce, consideration by the Manager and Supervisors and /or OSH Committee must occur to prevent hazards entering the workplace.

Purchasing items refers to all items that impact on the safety and health of employees. This includes new and second-hand items chemicals, dangerous goods, plant and equipment.

*Purchases should be made after conducting a risk assessment as per the checklists as attached in Schedule 2:*

- OSH PURCHASING & RISK ASSESSMENT OF NEW PLANT OR EQUIPMENT FORM
- OSH PURCHASING & RISK ASSESSMENT OF NEW MOBILE PLANT FORM

Only purchases that have been selected against the above criteria shall be brought into the workplace.

**Non - Standard Items**

Purchases of non-standard items that impact on the workplace shall be:

Subject to a risk assessment based on the above criteria by the OSH Coordinator.

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This risk assessment should also include the environmental impact of plant and equipment, e.g. damage to roads, accessibility eg roundabouts, product life cycle, and capital replacement, maintenance costs, cleaning costs and training costs.

New building plans of Shire Buildings shall be assessed by the OSH Coordinator in consultation with employees to ensure OSH considerations have been met.

Commissioning of Plant, Equipment and Buildings shall include the OSH Coordinator and employee representation in the process.

OSH Approval is required on purchase orders and requisitions independent of any financial approval and before the order is placed with the suppliers.

#### **CORPORATE CREDIT CARD POLICY**

##### **General**

- An agreement shall be signed by the cardholder and the local government which sets out the cardholder's responsibilities and legal obligations when using the credit card;
- A register of all current cardholders shall be kept which includes; card number, expiry date of the credit card, credit limit and details of goods and services the cardholder has authority to purchase;
- All new and existing cardholders shall be provided with a copy of the policies in relation to the use of credit cards;
- The card is withdrawn in the event their employment ceases, an extended period of leave is taken or they are moved to position, which does not require the use of a credit card;
- The cardholders need to report immediately if they lose or misplace their credit card to the Bank providing the card;
- Credit cards shall not be transferred to other users;
- Cards are the property of the bank and the Bank should be the responsible for the destruction of all surrendered credit cards; and
- Where the cardholder fails to meet the policy guidelines, the CEO, or Council in the case of the CEO, may request that the card be withdrawn or a temporary disqualification from use of the credit card be enforced.

##### **Purchasing**

Corporate credit cards shall only be used for:

- Purchasing goods and services on behalf of the local government;
- Where Council has approved the purchase of fuel and oil for an officer's private use of a Council provided vehicle;
- Personal expenditure is prohibited;

- A credit card shall not be used for cash withdrawals;
- Maximum credit limits shall be based on the cardholder's need with Council holding a \$20,000 maximum credit card facility.
- Current card limits are;
  - \$10,00 for the Chief Executive Officer
  - \$ 7,000 for the Works Supervisor
- Purchases by facsimile, telephone or over the internet need to be accompanied by a tax invoice/ receipt of goods purchased.

**Payments**

- Payments of accounts should be made monthly to ensure that credit charges are minimized (currently direct debit arrangement in place with the Bank to clear the outstanding balance);
- Expenditure on entertainment shall be as per CEO's pre-approval.

**REGIONAL PRICE PREFERENCE - LOCAL GOODS AND SERVICES**

In order to promote sub-regional development, the Shire of Sandstone will provide a price preference to regional suppliers (located within the stipulated areas) when evaluating and awarding contracts with Council via the Tendering Process.

Any price preference provided will comply with part 4A of the Local Government (Functions and General) Regulations 1995 as amended.

**Policy Details**

Price preference will be given to all suppliers submitting conforming tenders for the supply of goods and services (including Construction (building) Services) to the Shire of Sandstone, unless Council resolves that this policy not apply to a particular tender.

The following price preference will be given to suppliers submitting tenders assessed in relation to this policy:

**Goods and Services** - up to a maximum price reduction of \$ 50,000 unless a lower amount is stipulated in the tender document.

**Stipulated Area**

1. 10% to all suppliers located within the Shire of Sandstone
2. 5% to all suppliers located within the Shires of Meekatharra, Mt Magnet, and Leonora
3. 2.5% to all suppliers located within the Geraldton and Kalgoorlie regions

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**Construction (building) Services** - up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

**Stipulated Area**

1. 10% to all suppliers located within the Shire of Sandstone
  2. 5% to all suppliers located within the Shires of Meekatharra, Mt Magnet & Leonora
  3. 2.5% to all suppliers located within the Geraldton and Kalgoorlie regions
-



SHIRE OF SANDSTONE COUNCIL POLICY MANUAL THE PURCHASING PROCESS			
<b>CONTRACT PLANNING</b>	<b>Activities</b> <ul style="list-style-type: none"> <li>Undertake research to identify purchase and potential suppliers.</li> <li>Identify/agree the outcome and determine best purchasing option in terms of policy requirements, risk, cost and other management issues.</li> <li>Preliminary cost benefit analysis</li> <li>Develop the purchasing strategy and process to ensure a viable outcome (contract) can be achieved.</li> <li>Obtain approval from appropriate forum E.g. Council.</li> </ul>	<pre> graph TD     A[Identify Need] --&gt; B[Plan Purchase]     B --&gt; C[Develop Request]           </pre>	<ul style="list-style-type: none"> <li>Outputs</li> <li>Research Reports Concept</li> <li>Brief description of proposed purchase</li> <li>Budget estimate</li> <li>Reliable limit of cost estimate</li> <li>Approved Business Case where appropriate</li> <li>Approved Purchase Plan</li> <li>Approved quotation or tender</li> </ul>
<b>CONTRACT FORMATION</b>	<ul style="list-style-type: none"> <li>Develop the documentation to ensure it is clear to the respondents what you require, what the rules are and how you want them to respond.</li> <li>Invite offers and have a clear process for communication with the supplier, making clarifications and alterations to the request and the receipt of responses. E.g. Advertise public quotation or tender,</li> <li>Undertake a transparent, consistent valuation process that will lead to the best value for money response being selected. E.g. Select preferred respondent and write evaluation report.</li> <li>Complete due diligence and all negotiations to ensure that the preferred respondent has the capability to deliver the contract requirements at a cost and service level that is acceptable to both parties.</li> <li>Finalise the contract documentation and ensure the contract or letter of acceptance is signed by the appropriate approval</li> </ul>	<pre> graph TD     A[Invite and Receive] --&gt; B[Evaluate Offers]     B --&gt; C[Negotiate and Apply Due Diligence]     C --&gt; D[Finalise and Award Contract]           </pre>	<ul style="list-style-type: none"> <li>Record of documents taken</li> <li>Record of offers/quotations received</li> <li>Evaluation report</li> <li>Council or CEO endorsement (where appropriate)</li> <li>Capable supplier identified</li> <li>Consideration to be given to Regional Price Preference Policy</li> </ul> <p>Signed contract or letter of acceptance or Official Purchase Order letter of advice to unsuccessful respondents</p>
<b>CONTRACT MANAGEMENT</b>	<ul style="list-style-type: none"> <li>Ensure that the Council and the Supplier both have everything in place to commence delivery of the contract. Finalise the contract management plan, if required.</li> <li>The day-to-day management of the contract to ensure good service/product delivery and compliance with the spirit and letter of the contract E.g. Manage price and scope variations, monitor contract performance.</li> <li>The Principal to make a timely decision as to the future of the contract. E.g. Review contract options to options to extend if appropriate.</li> <li>Review and evaluate the contracts overall impact and performance and recommend further actions.</li> </ul>	<pre> graph TD     A[Manage Transition] --&gt; B[Contract Operation]     B --&gt; C[Complete, Extend or Review and Evaluate Contract]     C --&gt; D[Supplier Performance]           </pre>	<ul style="list-style-type: none"> <li>Results to Council where appropriate.</li> <li>Purchases over \$60,000 to Council for approval</li> <li>Contract management plan finalised</li> <li>Contractor performance measures</li> <li>Contract payments</li> <li>letters to advise contract variations</li> <li>Business Case approved by Council</li> <li>Evaluation Report (where appropriate)</li> </ul>

## Appendix 2 – List of Roads in Extent of Works

- Cashmere Downs Road
- Cogla Downs East Road
- Cogla Downs Road
- Lake Barlee Road
- Meekatharra Sandstone Road
- Menzies Sandstone Road
- Paynes Find Sandstone Road
- Sandstone Wiluna Road
- Sandstone Yeelirrie Road



## Appendix 3 – Damage Repair Listing

List of Defects to be repaired by this Contract Package

SHIRE OF SANDSTONE - Damage Repair Listing							
SLK Start	SLK End	Length (L/M)	Av Width (M)	Area (M2)	POSITION	DESCRIPTION OF DAMAGE	REINSTATEMENT REQUIRED
<b>ROAD No</b>	<b>7010011</b>	<b>CASHMERE DOWNS ACCESS NORTH ROAD</b>					
0.000	38.000	38000	8	304000	FW	Formation scoured, silted	Medium Reshape
0.000	59.470	0	8	0	FW	Road pavement damaged	Light Reshape
0.000	59.470	0	8	0	FW	Road pavement damaged	Medium Reshape
0.000	59.470	0	8	0	FW	Road pavement damaged	Heavy Reshape
<b>ROAD No</b>	<b>7010021</b>	<b>COGLA DOWNS EAST ROAD</b>					
0.000	5.465	5465	8	43720	L&R	Road pavement scoured & silted.	Heavy Reshape
8.719	13.370	4651	8	37208	L&R	Road pavement scoured. Roadside drain silted.	Heavy Reshape
0.000	18.300	0	8	0	FW	Road pavement damaged	Light Reshape
0.000	18.300	0	8	0	FW	Road pavement damaged	Medium Reshape
0.000	18.300	0	8	0	FW	Road pavement damaged	Heavy Reshape
<b>ROAD No</b>	<b>7010018</b>	<b>COGLA DOWNS ROAD</b>					
1.941	5.950	4009	8	32072	L&R	Roadside drain silted. Pavement silted.	Heavy Reshape - unsealed.
6.012	6.322	310	8	2480	L&R	Road formation washed away. Road sheeting washed away.	Reform and resheet formation.
13.300	13.409	109	9	981	L&R	Road formation washed away. Road sheeting washed away.	Reform and resheet formation.
13.407	16.474	3067	8	24536	L&R	Roadside drain silted. Pavement silted.	Heavy Reshape - unsealed.
0.000	15.000	0	8	0	FW	Road pavement damaged	Light Reshape
0.000	15.000	0	8	0	FW	Road pavement damaged	Medium Reshape
0.000	15.000	0	8	0	FW	Road pavement damaged	Heavy Reshape
<b>ROAD No</b>	<b>7010008</b>	<b>LAKE BARLEE ACCESS ROAD</b>					
11.460	13.310	1850	8	14800	L&R	Roadside drain silted. Offshoot drain silted.	Remove silt from drainline.
46.690	50.510	3820	8	30560	L&R	Roadside drain silted. Offshoot drain silted.	Remove silt from drainline.
60.370	61.740	1370	8	10960	L&R	Roadside drain silted. Offshoot drain silted.	Remove silt from drainline.
64.150	67.250	3100	8	24800	L&R	Roadside drain silted. Offshoot drain silted.	Remove silt from drainline.
69.350	92.700	23350	8	186800	L&R	Road formation scoured.	Heavy Reshape - unsealed.
0.000	98.900	0	8	0	FW	Road pavement damaged	Light Reshape
0.000	98.900	0	8	0	FW	Road pavement damaged	Medium Reshape
0.000	98.900	0	8	0	FW	Road pavement damaged	Heavy Reshape
<b>ROAD No</b>	<b>7010004</b>	<b>MEEKATHARRA - SANDSTONE ROAD</b>					
13.75	14.81	1060	8	8480	R/L	Drains silted and scoured	Remove silt and reform drains
20.99	22.75	1760	8	14080	FW	Pavement washed	Heavy reshape to remove delamination and reform formation

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23.91	23.95	40	8	320	LH	Scouring on left shoulder	Reshape shoulder and part of pavement
24.13	25.50	1370	8	10960	FW	Drains silted and scoured	Remove silt and reshape drains
34.00	34.02	20	8	160	FW	Pavement washed	Heavy reshape
34.90	35.01	110	8	880	FW	Floodway Scoured	Heavy reshape
35.56	35.68	120	8	960	FW	Pavement washed	Heavy reshape
36.25	36.45	200	8	1600	FW	Silt and rubble left on road surface and shoulder drains scoured	Heavy reshape
37.33	38.42	1090	8	8720	FW	Running surface silted and scoured as well as scoured shoulders/drains	Heavy reshape
41.74	41.79	50	8	400	FW	Pavement washed with rubble left behind	Medium reshape
42.67	43.00	330	8	2640	RH	Shoulder scours and silt in drains	Remove silt and reform shoulders
43.22	43.85	630	8	5040	FW	Shoulder scours and silt in drains	Remove silt and reform drains/shoulders
44.31	45.88	1570	8	12560	FW	Shoulder scours and silt in drains, pavement washed	Heavy reshape
46.41	46.60	190	8	1520	LH	Scours on shoulders and silting in drains	Medium reshape
47.21	47.54	330	8	2640	FW	Pavement washed and drains silted and scoured	Heavy reshape , reform shoulders and drains , Remove silt
48.640	49.650	1010	8	8080	L&R	Drainlines scoured. Roadside drain silted.	Remove silt from drainline & reform.
49.51	49.65	140	8	1120	LH	Scours on LH shoulder and drain	Heavy reshape
50.650	51.310	660	8	5280	L&R	Road pavement scoured.	Medium Reshape - unsealed.
50.690	50.790	100	8	800	LH	Scours on LH shoulder and drain	reshape to remove scours
51.380	53.230	1850	8	14800	L&R	Drainlines scoured. Roadside drain silted.	Remove silt from drainline & reform.
52.110	52.900	790	8	6320	L&R	Shoulders scoured and drains silted	Heavy reshape
53.33	53.65	320	8	2560	RH	Shoulders scoured and drains silted	Heavy reshape to remove scours and silt
53.74	53.93	190	8	1520	RH	Shoulders scoured and silted	Heavy reshape to remove scours and silt
54.97	56.43	1460	8	11680	L&R	Lightly silted drains and some small scours	Heavy reshape to remove scours and silt
55.540	56.150	610	8	4880	L&R	Road pavement scoured.	Remove silt from drainline & reform.
58.080	58.400	320	8	2560	RHS	Roadside drain silted. Offshoot drain silted.	Remove silt from drainline & reform.
60.740	61.270	530	8	4240	L&R	Road silted up. Roadside drain silted.	Remove silt from drainline & reform.
60.82	61.30	480	8	3840	FW	Pavement washed with rubble left behind	Medium Reshape - unsealed.
62.21	62.28	70	8	560	RH	Scoured shoulder and silt	Heavy reshape
62.550	62.700	150	8	1200	L&R	Roadside drain silted. Pavement silted & scoured.	Heavy reshape
63.200	63.900	700	8	5600	L&R	Roadside drain silted. Road pavement scoured.	Heavy reshape
64.600	65.380	780	8	6240	L&R	Roadside drain silted. Road formation washed away.	Remove silt from drainline & reform/resheet pavement
65.750	66.440	690	8	5520	L&R	Road silted up. Roadside drain silted.	Remove silt from drainline & reform.
70.450	72.060	1610	8	12880	RHS	Roadside drain silted. Drainlines scoured. Road sheeting washed away.	Remove silt from drainline. Reshape/reconstruct drainline. Reform and resheet formation.
73.420	74.490	1070	8	8560	L&R	Roadside drain silted. Road pavement scoured.	Remove silt from drainline & reform. Heavy reform - unsealed.
79.000	80.130	1130	8	9040	RHS	Roadside drain silted. Offshoot drain silted. Road formation scoured.	Remove silt from drainline. Reshape/reconstruct drainline. Heavy reform - unsealed.
82.030	82.100	70	8	560	L&R	Road sheeting washed away. Roadside drain silted.	Remove silt from drainline. Reform and resheet formation.
82.240	85.560	3320	8	62.520	L&R	Roadside drain silted. Offshoot drain silted.	Remove silt from drainline & reform.
0.000	62.520	0	8	62.520	FW	Road pavement damaged	Light Reshape
0.000	62.520	0	8	0	FW	Road pavement damaged	Medium Reshape
0.000	62.520	0	8	0	FW	Road pavement damaged	Heavy Reshape

ROAD No	7010003	MENZIES - SANDSTONE ROAD					
5.490	5.530	40	8	320	L&R	Roadside drain silted.	Remove silt from drainline. Reform.
6.260	6.290	30	8	240	L&R	Roadside drain silted.	Remove silt from drainline. Reform.
7.280	7.360	80	8	640	L&R	Roadside drain silted.	Remove silt from drainline. Reform.
8.520	8.630	110	8	880	L&R	Roadside drain silted.	Remove silt from drainline. Reform.
10.430	10.510	80	8	640	RHS	Stone protection washed away.	Replace rock protection.
28.020	28.240	220	8	1760	L&R	Road formation scoured.	Reform and resheet formation.
32.800	34.500	1700	8	13600	L&R	Road formation scoured.	Heavy reform - unsealed.
35.300	36.280	980	8	7840	L&R	Offshoot drain silted. Roadside drain silted.	Remove silt from drainline. Reform.
36.280	38.640	2360	8	18880	L&R	Road formation scoured.	Heavy reform - unsealed.
43.690	44.300	610	8	4880	L&R	Road sheeting washed away. Road silted up. Roadside drain silted.	Reform and resheet formation. Remove silt from pavement. Remove silt from drainline.
44.510	45.020	510	8	4080	L&R	Roadside drain silted.	Remove silt from drainline. Reform.
49.170	49.950	780	8	6240	L&R	Road sheeting washed away. Roadside drain silted. Pavement silted.	Reform and resheet formation. Remove silt from drainline and pavement
50.610	50.800	190	8	1520	L&R	Road pavement scoured. Roadside drain silted. Pavement silted.	Reform and resheet formation. Remove silt from drainline and pavement
84.920	88.140	3220	8	25760	RHS	Roadside drain silted. Road formation washed away. Offshoot bund/bund blown away.	Remove silt from drainline. Reform and resheet formation. Repair drainage block/bund.
0.000	88.212	0	8	0	FW	Road pavement damaged.	Light Reshape
0.000	88.212	0	8	0	FW	Road pavement damaged.	Medium Reshape
0.000	88.212	0	8	0	FW	Road pavement damaged.	Heavy Reshape
ROAD No	7010002	PAYNES FIND - SANDSTONE ROAD					
16.960	17.230	270	8	2160	RHS	Drainlines scoured. Roadside drain silted.	Remove silt from drainlines. Reshape/reconstruct drainline.
17.940	18.070	130	8	1040	L&R	Drainlines scoured.	Reform shoulders and drain.
18.550	18.640	90	8	720	FW	Unsealed floodway damage.	Reform and resheet formation.
18.920	18.990	70	8	560	RHS	Road pavement scoured.	Reform shoulders. Medium reform.
22.990	23.240	250	8	2000	L&R	Drainlines scoured.	Reshape/reconstruct drainline. Reform and resheet formation. (shoulders)
29.920	30.130	210	8	1680	LHS	Drainlines scoured.	Reshape/reconstruct drainline.
43.070	43.190	120	8	960	LHS	Roadside drain silted. Pavement silted.	Remove silt from drainlines. Remove silt from pavement.
45.560	45.680	120	8	960	LHS	Drainlines scoured.	Reshape/reconstruct drainline.
47.160	47.330	170	8	1360	LHS	Drainlines scoured. Roadside drain silted.	Remove silt from drainlines. Reshape/reconstruct drainline.
50.510	50.930	420	8	3360	LHS	Drainlines scoured.	Reshape/reconstruct drainline.
52.260	52.930	670	8	5360	RHS	Drainlines scoured.	Heavy reshape - unsealed.
55.230	55.480	250	8	2000	LHS	Road pavement scoured.	Heavy reshape - unsealed.
55.840	57.080	1240	8	9920	L&R	Drainlines scoured.	Heavy reshape - unsealed.
61.790	62.300	510	8	4080	L&R	Roadside drain silted. .	Remove silt from drainline.
62.510	62.700	190	8	1520	L&R	Drainlines scoured.	Reshape/reconstruct drainline.
62.880	62.940	60	8	480	FW	Road formation washed away.	Reform and resheet formation.
71.510	71.570	60	8	480	FW	Road sheeting washed away.	Reform and resheet formation.
71.800	71.880	80	8	640	FW	Road sheeting washed away.	Reform and resheet formation.
93.880	94.340	460	8	3680	RHS	Drainlines scoured. Roadside drain silted.	Reshape/reconstruct drainline.
94.480	94.630	150	8	1200	FW	Road formation washed away.	Reform and resheet formation.
112.030	112.220	190	8	1520	LHS	Roadside drain silted. Pavement silted, washed	Remove silt from drainline. Remove silt from pavement.

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115.300	115.710	410	8	3280	FW	Road formation washed away.	Reform and resheet formation.
121.880	122.880	1000	8	8000	L&R	Drainlines scoured. Road formation washed away. Roadside drain silted.	Remove silt from drainline. Reshape/reconstruct drainline, resheet pavement.
136.480	136.530	50	8	400	FW	Road formation washed away.	Reform and resheet formation.
156.330	156.630	300	8	2400	FW	Road formation washed away.	Reform and resheet formation.
157.820	157.890	70	8	560	FW	Road formation washed away.	Reform and resheet formation.
162.120	162.200	80	8	640	FW	Road formation washed away.	Reform and resheet formation.
164.520	164.790	270	8	2160	FW	Road formation washed away.	Reform and resheet formation.
167.030	168.800	1770	8	14160	FW	Road formation washed away.	Reconstruct formation. Reform and resheet formation.
170.500	171.440	940	8	7520	FW	Road formation washed away. Roadside drain silted.	Reform and resheet formation. Remove silt from drainline.
182.400	182.630	230	8	1840	FW	Road formation washed away.	Reform and resheet formation.
0.000	224.880	0	8	0	FW	Road pavement damaged.	Light Reshape
0.000	224.880	0	8	0	FW	Road pavement damaged.	Medium Reshape
0.000	224.880	0	8	0	FW	Road pavement damaged.	Heavy Reshape
<b>ROAD No 7010005 SANDSTONE - WILUNA ROAD</b>							
20.537	20.579	42	8	336	RHS	Unsealed floodway damage. Stone protection washed away.	Reconstruct unsealed floodway. Replace rock protection.
29.367	29.414	47	8	376	RHS	Unsealed floodway damage. Stone protection washed away.	Reconstruct unsealed floodway. Replace rock protection.
61.180	61.380	200	8	1600	FW	Road sheeting washed away. Drainlines scoured.	Reform and resheet formation. Reshape/reconstruct drainline.
63.950	64.000	50	8	400	FW	Unsealed floodway damage.	Reconstruct unsealed floodway. Replace rock protection.
0.000	94.500	0	8	0	FW	Road pavement damaged.	Light Reshape
0.000	94.500	0	8	0	FW	Road pavement damaged.	Medium Reshape
0.000	94.500	0	8	0	FW	Road pavement damaged.	Heavy Reshape
<b>ROAD No 7010010 SANDSTONE - YEELIRRIE ROAD</b>							
4.690	4.710	20	8	160		Unsealed floodway damage.	Reconstruct unsealed floodway.
4.960	5.060	100	8	800		Drainlines scoured. Road sheeting washed away. Unsealed floodway damage.	Repair drainage block/bund. Reform and resheet formation. Reconstruct unsealed floodway.
6.480	6.660	180	8	1440		Road formation washed away. Unsealed floodway damage.	Reconstruct formation. Unsealed floodway damage.
6.940	7.190	250	8	2000	RHS	Drainlines scoured.	Reshape/reconstruct drainline.
8.180	8.320	140	8	1120	LHS	Road sheeting washed away.	Reform and resheet formation.
8.700	8.930	230	8	1840	L&R	Road formation scoured. Drainlines scoured. Roadside drain silted. Offshoot drain silted.	Reconstruct formation. Reshape/reconstruct drainline. Remove silt from drainline.
9.310	9.450	140	8	1120		Road sheeting washed away. Roadside drain silted. Offshoot drain silted.	Reform and resheet formation. Remove silt from drainline.
9.680	9.800	120	8	960		Road silted up. Road sheeting washed away.	Reform and resheet formation. Remove silt from pavement.
10.040	10.210	170	8	1360		Road silted up. Road sheeting washed away.	Reform and resheet formation. Remove silt from pavement.
10.390	10.690	300	8	2400		Road silted up. Road sheeting washed away.	Reform and resheet formation. Remove silt from pavement.
29.630	29.630	0	8	0	L&R	Offshoot bund/block blown out.	Repair drainage block/bund.
29.990	29.990	0	8	0	LHS	Offshoot bund/block blown out.	Repair drainage block/bund.
36.470	37.660	1190	8	9520		Road silted up. Roadside drain silted. Offshoot drain silted. Offshoot block/bund blown out.	Remove silt from drainline. Remove silt from pavement. Repair drainage block/bund.
37.660	37.990	330	8	2640		Road silted up. Road sheeting washed away. Offshoot drain silted.	Remove silt from drainline. Remove silt from pavement. Reform and resheet formation.
38.630	39.180	550	8	4400		Road silted up. Roadside drain silted. Offshoot drain silted. Offshoot block/bund blown out.	Remove silt from drainline. Remove silt from pavement. Repair drainage block/bund.

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39.730	39.790	60	8	480		Offshoot bund/block blown out. Offshoot drain silted.	Remove silt from drainline. Repair drainage block/bund.
40.220	42.020	1800	8	14400		Road silted up. Road sheeting washed away. Roadside drain silted. Offshoot drain silted. Offshoot block/bund blown out.	Remove silt from drainline. Remove silt from pavement. Repair drainage block/bund. Reform and resheet formation.
42.020	42.320	300	8	2400		Unsealed floodway damage. Stone protection washed away. Road silted up.	Reconstruct unsealed floodway. Replace rock protection. Remove silt from pavement.
42.320	42.830	510	8	4080		Unsealed floodway damage. Drainlines scoured. Roadside drain silted. Stone protection washed away.	Reconstruct unsealed floodway. Reshape/reconstruct drainline. Remove silt from drainline. Replace rock protection
42.870	43.790	920	8	7360		Roadside drain silted. Drainlines scoured. Offshoot drain silted.	Reshape/reconstruct drainline. Remove silt from drainline.
43.790	44.050	260	8	2080		Road sheeting washed away. Roadside drain silted.	Remove silt from drainline. Reform and resheet formation.
44.230	44.310	80	8	640		Road sheeting washed away.	Reform and resheet formation.
44.460	44.600	140	8	1120		Road sheeting washed away. Offshoot block/bund blown out. Roadside drain silted.	Reform and resheet formation. Remove silt from drainline. Repair drainage block/bund.
44.950	45.330	380	8	3040		Road sheeting washed away. Roadside drain silted. Drainlines scoured.	Reform and resheet formation. Remove silt from drainline.
45.870	46.100	230	8	1840	RHS	Roadside drain silted.	Remove silt from drainline.
46.490	46.670	180	8	1440		Roadside drain silted.	Remove silt from drainline.
47.150	47.270	120	8	960		2 x Unsealed floodway damage.	Reconstruct unsealed floodway.
47.790	47.880	90	8	720		Road sheeting washed away. Stone protection washed away.	Reform and resheet formation. Replace rock protection. Reshape/reconstruct drainline.
48.040	48.370	330	8	2640		Road formation washed away. Road silted up.	Remove silt from pavement. Reform and resheet formation.
48.570	48.650	80	8	640		Unsealed floodway damage.	Reconstruct unsealed floodway.
48.780	48.920	140	8	1120		Road sheeting washed away. Roadside drain silted.	Remove silt from drainline. Reform and resheet formation.
49.140	49.460	320	8	2560		Road sheeting washed away. Unsealed floodway damage.	Reconstruct unsealed floodway. Reform and resheet formation.
49.680	50.170	490	8	3920		Road sheeting washed away. Roadside drain silted. Drainlines scoured.	Reform and resheet formation. Remove silt from drainline. Repair/reconstruct drainline.
50.330	50.680	350	8	2800	L&R	Road sheeting washed away.	Reform and resheet formation.
51.520	52.130	610	8	4880		Road sheeting washed away. Road silted up.	Reform and resheet formation. Remove silt from pavement.
52.320	54.000	1680	8	13440	L&R	Road sheeting washed away. Stone protection washed away. Drainlines scoured.	Reform and resheet formation. Replace rock protection. Reshape/reconstruct drainline.
54.000	54.560	560	8	4480		Roadside drain silted. Offshoot drain silted.	Remove silt from drainline.
54.560	55.270	710	8	5680	L&R	Roadside drain silted.	Remove silt from drainline.
55.270	57.220	1950	8	15600		Roadside drain silted. Road formation washed away.	Remove silt from drainline. Reform and resheet formation.
58.090	58.510	420	8	3360	RHS	Roadside drain silted.	Remove silt from drainline.
59.760	61.740	1980	8	15840		Road formation washed away. Road silted up. Roadside drain silted. Offshoot drain silted. Offshoot block/bund blown out.	Remove silt from drainline. Remove silt from pavement. Reform and resheet formation. Repair drainage block/bund.
62.320	62.900	580	8	4640		Road sheeting washed away. Roadside drain silted.	Remove silt from drainline. Reform and resheet formation.
63.280	65.110	1830	8	14640		Road sheeting washed away. Roadside drain silted. Road side surface drain silted.	Remove silt from drainline. Reform and resheet formation.
71.410	71.650	240	8	1920		Road silted up. Roadside drain silted.	Remove silt from drainline. Remove silt from pavement.
74.200	75.320	1120	8	8960	L&R	Pavement silted. Drainlines scoured.	Reshape/reconstruct drainline. Remove silt from drainline.
75.340	78.530	3190	8	25520		Road silted up. Roadside drain silted.	Remove silt from drainline. Remove silt from pavement.
79.050	81.110	2060	8	16480		Road silted up. Road formation washed away. Road sheeting washed away. Offshoot block/bund blown out. Offshoot drain silted. Roadside drain silted.	Reform and resheet formation. Remove silt from pavement. Repair drainage block/bund. Remove silt from drainline.

<b>A3</b>	<b>READ AND KEEP THIS PART</b>
-----------	--------------------------------

81.120	81.330	210	8	1680	LHS	Roadside drain silted.	Remove silt from drainline.
81.330	82.060	730	8	5840		Roadside drain silted.	Remove silt from drainline.
84.500	85.460	960	8	7680	LHS	Drainlines scoured. Road formation washed away. Roadside drain silted.	Remove silt from drainline. Reshape/reconstruct drainline. Reform and resheet formation.
85.460	85.620	160	8	1280		Roadside drain silted.	Remove silt from drainline.
88.930	89.260	330	8	2640		Road sheeting washed away. Roadside drain silted.	Remove silt from drainline. Reform and resheet formation.
0.000	97.240	0	8	0	FW	Road pavement damaged.	Light Reshape
0.000	97.240	0	8	0	FW	Road pavement damaged.	Medium Reshape
0.000	97.240	0	8	0	FW	Road pavement damaged.	Heavy Reshape

## Appendix 4 – Specification for Plant Hire Contractor

### A4.1 Machinery and Equipment

The Plant Hire Contractor shall ensure that all items of plant and equipment mobilised to site are fully licensed for their particular use and maintained, serviced and operated in compliance with manufacturers and suppliers operating guidelines including recommended safe work methods. The Plant Hire Contractor shall also comply with all legislative and regulatory requirements relevant to the activities proposed to be conducted. These requirements may include but are not necessarily limited to:

- Current road train permits (to be carried in the vehicle) relevant to public roads proposed to be used
- A functioning machine hour meter
- Flashing amber beacons appropriately mounted and maintained for visibility
- Two-way radio communications
- Fully enclosed air-conditioned cabins fitted with approved roll over protection structure.
- Appropriately lined and banded fuel tanks for spillage containment in accordance with regulations.

Failure to comply with these requirements will deem the particular item of plant unable to be retained on the work site.

It is the Plant Hire Contractor's responsibility to ensure that plant is maintained safe and secure at all times. Plant and equipment shall be pro-actively maintained to minimise breakdown and downtime. Plant items not readily available for work when required, for whatever reason, may attract a financial penalty if the omission impedes progress on site. The penalty will be equivalent to plant hours lost multiplied by the tender operating rate.

The Tender Schedule includes provision of pumps as required to maintain water supply to the project. Water tankers shall be steel frame and lining. Aluminium tankers are not suitable for the proposed work sites.

### A4.2 Operator Competencies

All operators of plant and equipment must hold current licenses and qualifications relevant to the works being undertaken and be suitably qualified, skilled and competent to operate in compliance with Worksafe Regulations, Industry and OSH standards and any other relevant legislative and regulatory requirements. All operators must have been trained in Safe work

practices associated with roadworks on public roads including accreditation (for appropriate personnel) in traffic management and knowledge of the traffic management plan associated with the works of this contract.

Details of operators' proficiencies, certifications and licenses etc. are to be provided with the tender submission as part of the response to Qualitative Criteria "**Key Personnel Experience and Overall Capacity**". This criteria is also required to demonstrate that each nominated operator is suitably skilled and competent in the operation of the nominated plant they intend to operate specifically with regards to works on unsealed road construction and maintenance.

Regular toolbox meetings are to be conducted by the Contractor for attendance by all personnel on site. Minutes of those meetings are to be recorded and maintained on site for presentation to the Contract Flood Damage Supervisor as requested.

#### **A4.3 Fuel, Consumables, Camp, Meals and Accommodation**

The Plant Hire Contractor is responsible for fuel supply and for ensuring that all plant is adequately fuelled at all times such that works are not delayed. All machinery refuelling shall take place outside normal working hours at all times. Permission to vary this needs to be obtained in writing from the Superintendent.

The Plant Hire Contractor will be responsible for the timely supply of all consumables.

All camping and support facilities shall be supplied by the Contractor at the Contractor's expense. The Contractor is responsible for arranging and maintaining all meals and accommodation (including linen etc) for the work crew. Camp shall be clean, tidy, well maintained in good order and include:

- i. Full time / dedicated and suitably qualified and experienced Cook / camp attendant (this person is not to be carrying out actual work of any kind on the work site in any capacity);
- ii. Laundry, washroom, shower and toilet facilities;
- iii. Potable water supply
- iv. Camp kitchen plus a separate dedicated air-conditioned mess room to cater for the full work crew plus a minimum of one additional person
- v. Individual air-conditioned sleeping quarters sized to accommodate the full work crew plus a minimum of one additional person

Camp shall be maintained clean and free of rubbish at all times. A suitable waste disposal facility that complies with all health and hygiene regulations (typically pits to facilitate burial of

RFT GTS SS 1 2017-18 SUPPLY OF PLANT AND OPERATORS FOR ROAD FLOOD DAMAGE REPAIRS  
(WANDRRA AGRN743)



waste) shall be established at each camp location in consultation with the Contract Flood Damage Supervisor, the Superintendent and the Principal's representative. All pits are to be properly rehabilitated on completion of the works by the Plant Hire Contractor.

Camps shall be located and established to ensure that the daily commute to work site never exceeds 50 kilometres. **Daily travel from camp to the worksite (s) shall be via commuter bus. All plant and machinery used on the worksite shall remain at the worksite at all times unless authorised by the Contract Flood Damage Supervisor.**

Note all proposed camp sites are subject to the approval of the Contract Flood Damage Supervisor.

#### **A4.4 Contractor's Site Office**

The Plant Hire Contractor's site office is to be a dedicated room and is to be fully equipped with all the necessary computers, A4 & A3 printers, A4 & A3 scanners and reliable satellite internet and phone communications.

#### **A4.5 General Communications**

The Plant Hire Contractor's Site Supervisor is required to be contactable via satellite phone at all times. Additionally, all of the Plant Hire Contractor's employees, contractors and sub-contractors working more than 20km from the main crew worksite are to be provided with emergency communication equipment; at a minimum a satellite phone.

#### **A4.6 Items Supplied By The Shire**

The Contract Flood Damage Supervisor will identify gravel sources and water sources required for the works, however all clearing, stripping, push-up and rehabilitation of any gravel pits and all works associated with loading, carting and handling water will form part of the Plant Hire Contractor scope.

#### **A4.7 Traffic Management**

The Plant Hire Contractor shall submit a project specific generic Traffic Management Plan (TMP) to be implemented at all work locations. The TMP shall fully satisfy the requirements of AS 1742.3 and MRWA Code of Practise – Worksite Traffic Management (2013).

In addition to the above, the Shire requires that the Plant Hire Contractor erect large signage at the start and end of each works section stating that roadworks are occurring in the area and the work crew's UHF channel is to be provided on the signage.

The Plant Hire Contractor (s) shall also take care not to damage other local infrastructure such as gates, grids, floodways, culverts, fences, etc. The Plant Hire Contractor (s) shall be held liable for any such damage attributable to his crew.

#### **A4.8 Occupational Health, Safety and Environment**

The works shall be conducted at all times in a workmanlike manner in accordance with any relevant Federal and State Acts or Regulations, Council Local Laws, and Australian Standards.

In addition, and in particular, the Contractor shall comply with:

- Occupational Health & Safety Act, 1984, as relevant to State/Territory;
- Occupational Health & Safety Regulations, 1996, as relevant to State/Territory;
- Australian Standard AS 1742.3 – Manual of Uniform Traffic Control Devices;
- Main Roads Western Australia - Traffic Management for Works on Roads Code of Practices (Oct 2015);
- Relevant State/Territory Roadside Handbook – Environmental Guidelines for Construction and Maintenance Workers (or similar).

All Operators and crew, before commencing works on site, must be provided with a project-specific induction as agreed with the Contract Flood Damage Supervisor.

All Plant Hire Contractors' Operators shall wear the required and approved protective clothing in accordance with the Occupational Health and Safety approved work procedures.

All protective clothing shall be supplied by the Plant Hire Contractor and meet the necessary safety standards.

#### **A4.9 Roadside Environment**

Every attempt shall be made to have a minimal impact on the surrounding vegetation and environment when performing maintenance grading and construction grading. All operations shall comply with the state statutory requirements as well as any project specific documentation. Failure to comply with these requirements may result in the Plant Hire Contractor's operators being discharged.

Where practical existing turn-around points shall be used or newly installed turn-around points shall be repeatedly used to minimise the chances of erosion.

Where appropriate no vegetation shall be left growing within the road formation (table drain to table drain). All vegetation growing within the formation shall be cut off the road and shall not be brought back on to the formation and be mixed in to the material being used for the road pavement.

Maintenance / reconstruction activities shall be carried out in such a way that:

## **A5 READ AND KEEP THIS PART**

- Road plant remains within the formation and does not park, traverse or turn around on areas of native ground cover;
- Gravel, screenings, and materials are not stacked under the drip line of trees or vehicles parked there;
- Cut-off drains, or preferably mounds do not cause erosion;
- Used engine oil and contaminants are not left on the road reserve and are disposed of according to Government regulations;
- No material infected with fungal disease or weeds is introduced to the road network;
- Sacred sites are not disturbed as also are plants and cultural sites; and
- Declared plants and noxious weeds are prevented from spreading.

### **A4.10 Standard Construction Details**

The works shall generally be undertaken as detailed in the drawings summarised below:

<b>Drawing No</b>	<b>Revision</b>	<b>Description</b>
WIL-RCS-101	A	Standard Cross Section Details – Unsealed roads
CGG-FLDM-101	B	Typical Gravel Floodway
CGG-FLDM-102	A	Typical Offshoot Drains
MM13/14-02	A	Standard Turkeys Nest Detail

The above drawings are included in Appendix 5. It should be noted that these drawings are typical details only. The specific construction details of each construction element within the works will vary and be coordinated by the Superintendent and Contract Flood Damage Supervisor.

### **A4.11 Setting Out**

The Contract Flood Damage Supervisor will be responsible for the general set-out of the start and end of work sections for grading, reconstruction and floodways' as well as the locations of offshoot drains.

The specific set-out required for to facilitate road construction in accordance with the specification shall be the responsibility of the Plant Hire Contractor.

### **A4.12 Earthworks**

#### **A4.12.1 Materials for Earthworks**

All suitable materials from excavations may be used in earthworks construction up to and including the subgrade layer. Imported material shall conform to requirements in Table A4.12.1.

<b>AS Sieve Size (mm)</b>	<b>% Passing by Mass</b>
37.5	90 – 100
2.36	30 – 100
0.075	1 – 10

**Table A4.12.1 – Particle Size Distribution for Earthworks Material**

The portion of the material passing the 0.425 mm sieve for imported material shall have a linear shrinkage not exceeding 1.0%.

If the contractor utilises any materials that are currently stockpiled in any pit, the contractor is required to replace the materials used. I.e. – if they find 5,000m<sup>3</sup> in a pit, when they leave there shall be 5,000m<sup>3</sup> stockpiled in said pit. This may require pit establishment in cases where the pit is almost expired.

#### **A4.12.2 Earthworks Construction**

The unsealed road construction typically requires the road to be shaped to form a 4% crown (+/- 0.5%) on straight sections and 4% superelevation (+/- 0.5%) on curve sections. This will include reshaping of existing formation and building up of existing formation by incorporating existing windrowed material (either side of proposed formation) within the proposed design formation width. Therefore, the existing pavement shall initially be cut / filled and shaped as necessary to form a subgrade layer over the entire area nominated for gravel sheeting.

Earthworks material shall be placed uniformly without abrupt changes in material type, quality or size. Earthworks material shall be worked in compacted layers not greater than 200mm or less than 100mm. Where less than 100mm is required to be worked the underlying material shall be grader scarified to such a depth that the resulting thickness of the layer to be worked is greater than 100mm. During the whole of the compaction process the Characteristic Moisture Content of the earthworks material shall be within -2% to +2% of the optimum moisture content.

The compactive effort used shall be in the order of 4-8 passes of a vibrating roller. The actual effort required will be subject to the type of roller and material used. The finished subgrade shall support a loaded water truck without any structural deformation.

The completed subgrade surface shall be maintained in its conforming condition until pavement construction commences and shall be watered as necessary to prevent shrinkage cracking, dusting or loosening of its surface. The contractor shall provide evidence that the subgrade is conforming prior to proceeding with the gravel sheeting.

**A4.12.3 Table Drains**

If the edge of the 10.0m wide subgrade section is below the existing ground profile then a 300mm deep formed table drain will be required as shown in the Standard Road Cross Section. Additionally, any existing table drains will need to be cleaned out and deepened if they are less than 300mm below the subgrade hinge point.

**A4.13 Pavements****A4.13.1 Materials for Pavements**

The material for construction of the gravel pavement shall be a material consisting of a well-graded gravel-sand mixture with a small proportion of clayey fines. The material shall have a maximum Liquid Limit of 35 and a Plasticity Index of between 8-12. The material shall be free from particles having any dimension greater than 50 mm and free from weeds, clods, stumps, roots, sticks, vegetable matter or other deleterious materials.

Gravel material having any dimension greater than 50mm shall be deemed oversize and shall not be delivered to the pavement construction area. The particle size distribution of the gravel material should be based on the following:

<b>Sieve Size</b>	<b>Percentage Passing</b>
26.5mm	100%
2.36mm	40-80%

The fines to sand ratio should be in the range of 0.2 – 0.4 i.e.

$$0.2 < \frac{\% \text{ passing } 0.075\text{mm}}{\% \text{ passing } 2.36\text{mm}} < 0.4$$

**A4.13.2 Pavement Construction**

Where gravel sheeting is specified, the total compacted thickness shall be a minimum of 150mm (225mm loose).

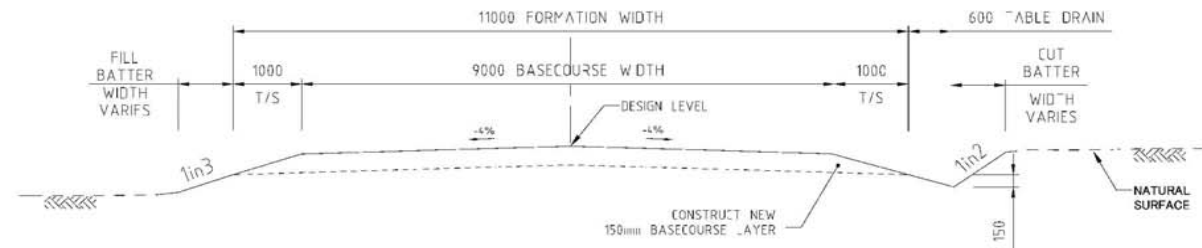
The construction of the gravel resheeting will require that the gravel material be mixed at the Optimum Moisture Content for the gravel material. The water used in the construction can be either saline or non-saline

The compactive effort used shall be in the order of 4-8 passes of a vibrating roller. The actual effort required will be subject to the type of roller and material used. The pavement compaction for unsealed road construction shall be tested by proof rolling only. The finished pavement shall support a loaded water truck without any structural deformation >10mm.

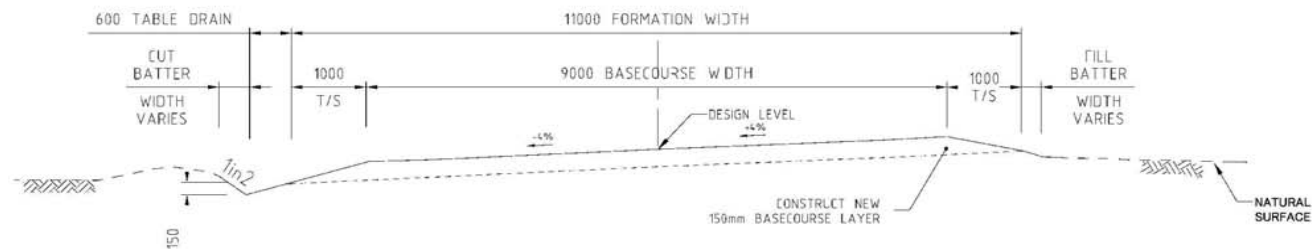
The gravel pavement for unsealed roads shall be judged to be acceptable when the cross-fall is 4% crowned or 4% superelevation (+/- 0.5%) for straights and curves respectively.

Completed pavement layers shall be in a uniformly bound condition with no evidence of layering, disintegration or surface tearing. The finished surface should appear as a stone mosaic interlocked with fine material and shall be dense, even textured and tightly bound.

## **Appendix 5 – Typical Construction Details**



TYPICAL CROWNED SECTION (-4%)



TYPICAL ONE-WAY SECTION (-4%)

SCALES:

*Greenfield Technical Services*1/81 Forrest St, Geraldton WA 6530  
Ph (08) 9921 5547 Fax (08) 9965 4116

CLIENT : SHIRE OF WILUNA

DRAWING No : WIL-RCS-101

DRAWN

SECTION DETAILS - Unsealed Roads

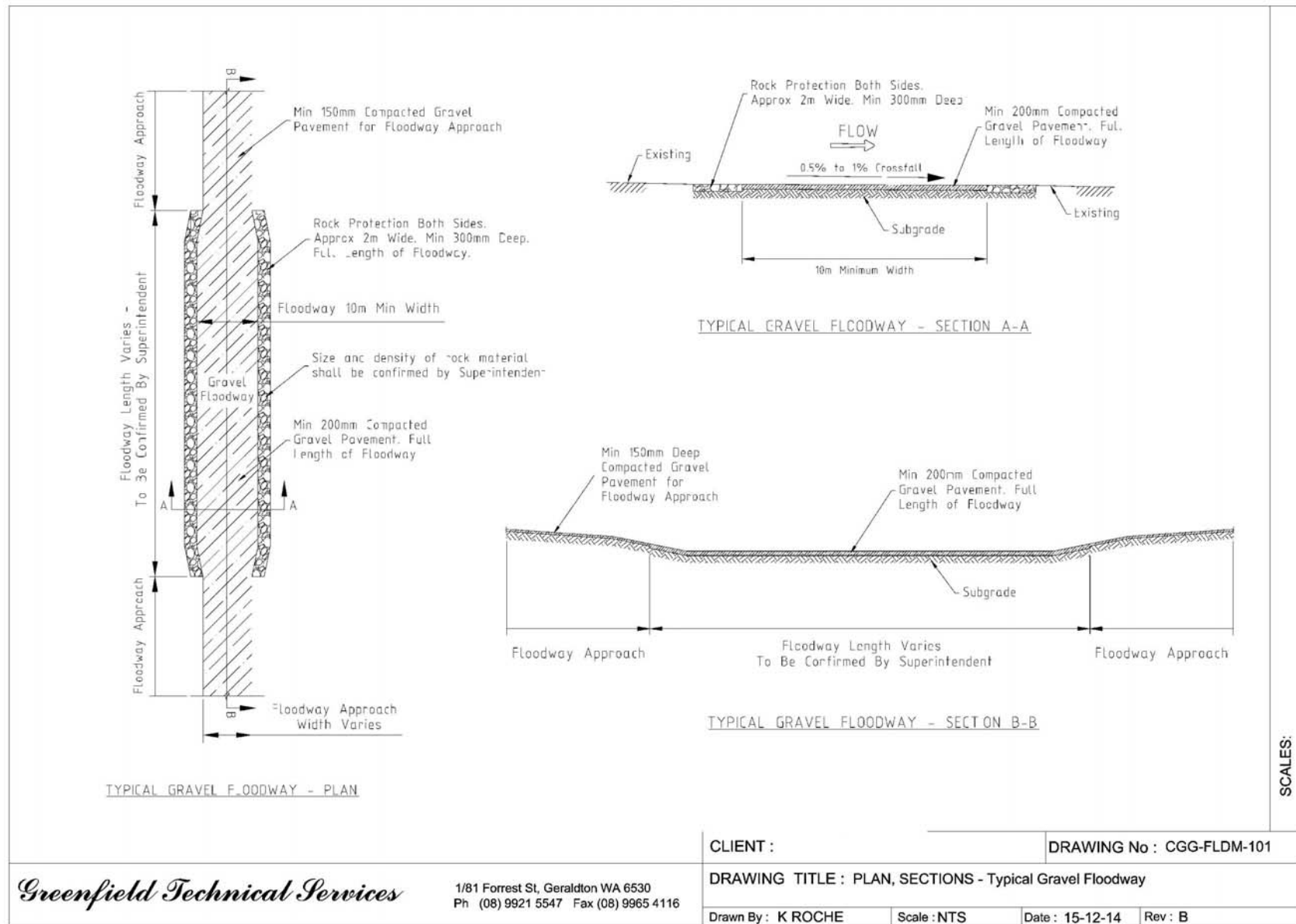
Drawn By : M BARNES

Scale : NTS

Date : 17-03-10

Rev : A









## Appendix 6 – Examples of Project Specific Documentation

DAILY WORK SCHEDULE							00651
Date _____			Shire _____				
Contractor _____			Road _____				
ITEM	Start SIK	End SIK	Length	Pit	Turkeys Nest	TCD	
Light Grade							
Medium Grade							
Heavy Grade							
Form up, gravel sheet							
Remove silt, form up							
Remove silt, form up, gravel sheet							
Floodway repair/bund							
Other							

Shire Rep \_\_\_\_\_ Contractor \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## PROJECT SITE DIARY

Date \_\_\_\_\_

Shire \_\_\_\_\_

Contractor \_\_\_\_\_

Roads \_\_\_\_\_

Time On Site: From \_\_\_\_\_ To \_\_\_\_\_

Weather \_\_\_\_\_

SITE SAFETY:	
WORKS IN PROGRESS:	
PERSONS ONSITE:	
EQUIPMENT ONSITE:	
OTHER COMMENTS:	

COMPLETED BY:

Name \_\_\_\_\_

Signature \_\_\_\_\_

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## SITE AUDIT SHEET

Date \_\_\_\_\_ Shire \_\_\_\_\_ Contractor \_\_\_\_\_

Location \_\_\_\_\_

Description of Reinstatement \_\_\_\_\_

	REQ	REWORK	CONFORM	PHOTO NO
FORMATION WIDTH				
FORMATION SHAPE				
SURFACE DRAINS SHAPE/FALL/ FLOW/EXIT				
PAVEMENT THICKNESS				
PAVEMENT CONSISTENCY				
PAVEMENT SHAPE				

COMMENTS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

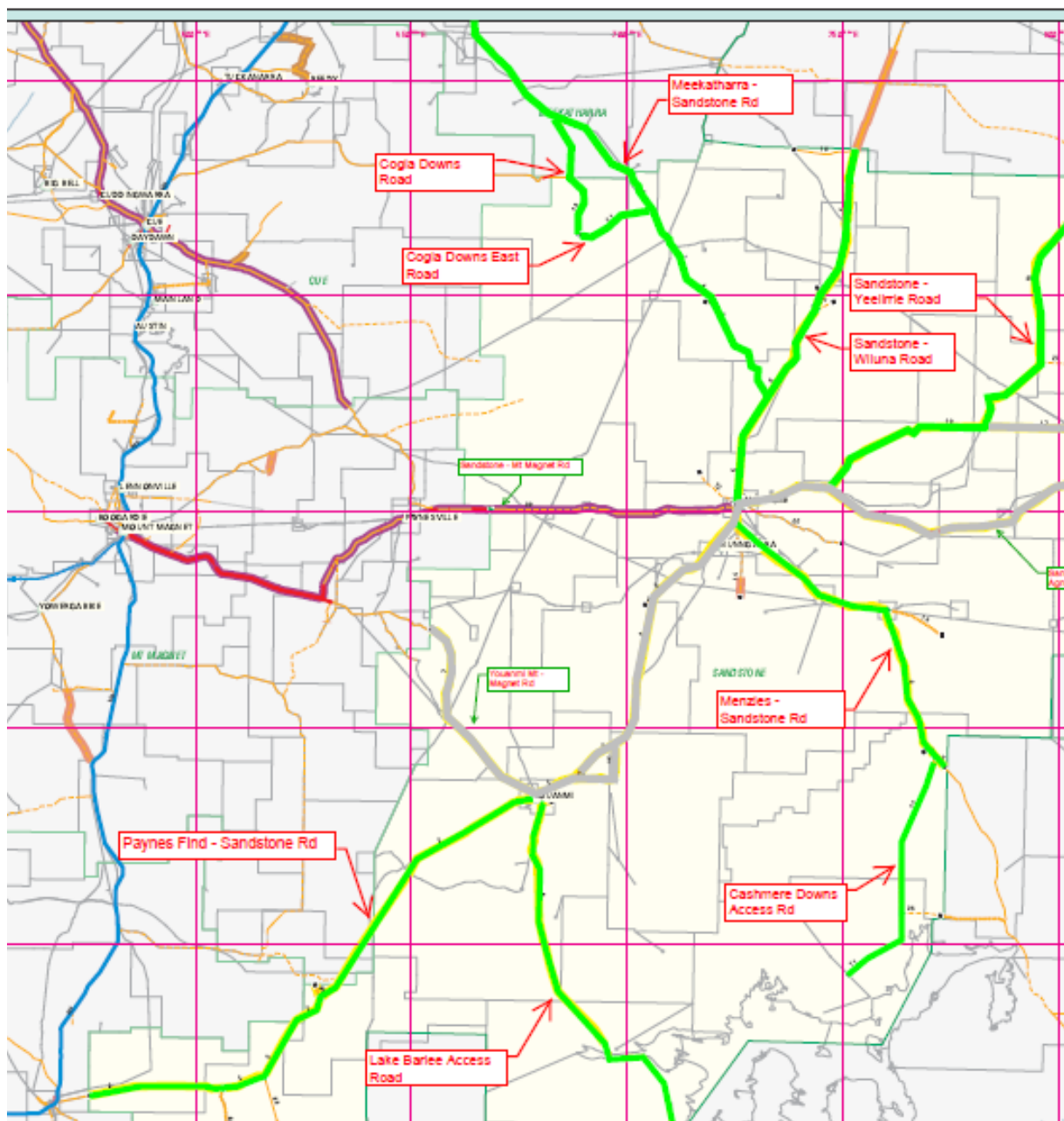
\_\_\_\_\_

Shire Rep \_\_\_\_\_

Contractor \_\_\_\_\_

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## Appendix 7 – Project Map



## **Appendix 8 – General Conditions of Contract: Supply of Goods and Services**





# **GENERAL CONDITIONS OF CONTRACT**

**FOR THE SUPPLY OF GOODS AND THE  
PROVISION OF GENERAL SERVICES**

**[insert Principal]**

**and**

**[insert Contractor] (ABN [insert])**

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## DATE

## PARTIES

Shire of Sandstone of **[insert postal address] [insert ABN]** ('Principal'); and

**[Insert Contractor name]** of **[insert postal address] [insert ABN]** ('Contractor').

## BACKGROUND

- (a) The Principal wishes to engage the Contractor for the supply of Goods and/or the provision of Services.
- (b) The Contractor has agreed to supply the Goods and/or provide the Services on the terms of this Contract.

The Parties agree as set out in the Operative part of this Contract, in consideration of, among other things, the mutual promises contained in this Contract.

## OPERATIVE PART

### 1 DEFINITIONS

1.1 In this Contract, except where the context otherwise requires:

**'Acceptance'** has the meaning given in Clause 22.2.

**'Approval'** means any certificate, licence, consent, permit, approval, authority or requirement of any Legal Requirement or any organisation having jurisdiction in connection with the provision of the Goods and/or Services.

**'Approximate Quantities'** has the meaning given in Clause 16.

**'Australian Statistician'** means the person appointed as the Australian Statistician under the *Australian Bureau of Statistics Act 1975* (Cth) (and acting in that capacity).

**'Authority'** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

**'Business Days'** means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

**'Clause'** means a clause of this document.

**'Completion'** means delivery of Goods to the Delivery Point and the completed performance of Services in accordance with this Contract.

**'Completion Date'** means the date for Completion specified in the Contract Specifics or, if no date is specified, the End Date.

**'Confidential Information'** means all of the Principal's information which:

- (a) is disclosed or otherwise made available to, or acquired directly or indirectly by, the Contractor at any time;
  - (b) relates to the Principal's or any Local Government's past, existing or future business, strategic plans or operations, finances, or customers (including any information that is derived from such information); and
  - (c) is in oral or visual form, or is recorded or stored in a Document,
- and includes this Contract, but does not include information which:
- (d) is or becomes generally and publically available other than as a result of a breach of this Contract;
  - (e) is in the possession of the Contractor without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or

- (f) has been independently developed by the Contractor or acquired from a third party not the subject to a duty of confidence to the Principal.

**‘Consequential Loss’** means any loss of production, loss of revenue, loss of profit, loss of business reputation, business interruptions, loss of opportunities, loss of anticipated savings or wasted overheads.

**‘Construction Contracts Act’** means the *Construction Contracts Act 2004* (WA).

**‘Consumer Price Index’** means the index published by the Australian Bureau of Statistics known as the table 2 index - 6401.0 (weighted average of eight cities for all groups) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

**‘Contract’** means this document (including all schedules, attachments, annexures and clarifications) and any Order. For the avoidance of doubt, if this Contract is a Framework Agreement then each Order issued under this Contract constitutes an individual Contract (comprising this document and that Order).

The contract documents comprise the following parts:

**RFT GTS 02-2017/18 SUPPLY OF SITE SUPERVISION SERVICES FOR ROAD FLOOD DAMAGE REPAIRS (WANDRRA AGRN743)**

- Part 1 – Conditions of Tendering
- Part 2 – Specification and/or plans/drawings
- Part 3 – General Conditions of Contract
- Part 4 – Special Conditions of Contract
- Part 5 – Tenderer’s Offer
- Part 6 – Submitted Schedules
- Appendices 1 – 8
- Formal acceptance of the Tender
- Any other policy or document referred to but not attached.

**‘Contract Price’** means the prices or rates specified as such in the Contract Specifics but excluding any additions or deductions, which may be required to be made pursuant to this Contract.

**‘Contract Specifics’** means the contract information attached at Schedule 1.

**‘Contractor’s Personnel’** means any and all personnel engaged by the Contractor or a related body corporate, including its directors, officers, employees, agents, representatives, Subcontractors and any director, officer, employee, agent or representatives of any Subcontractor, and any other person engaged or employed by, or on behalf of, the Contractor.

**‘Contractor’s Representative’** is the person named as such in the Contract Specifics or any replacement person notified to the Principal.

**‘Contractor’s Technical Material’** means all Technical Material which is:

- (a) prepared, or required to be prepared, by or on behalf of the Contractor under this Contract;
- (b) delivered, or required to be delivered, by or on behalf of the Contractor to the Principal under this Contract; or
- (c) incorporated into Technical Material described in paragraph (a) or (b).

**‘Defective Goods’** means Goods of an inferior quality or which are otherwise inconsistent with this Contract.

**‘Defective Services’** means Services of an inferior quality or which are otherwise inconsistent with this Contract.

**‘Defects Liability Period’** means, subject to Clause 23.3, the period of time beginning on the date of Completion and ending on the expiry of the time stated in the Contract Specifics.

**‘Delivery Point’** means the Site or such other place as is specified in the Contract Specifics as the place for the delivery of the Goods.

**‘Dispute’** means any dispute or difference between the Parties arising in connection with the subject matter of this Contract.

**'Document'** includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program, computer record, drawing, specification, material or any other means by which information may be stored or reproduced.

**'End Date'** has the meaning given in the Contract Specifics.

**'Fixed Quantities'** has the meaning given in Clause 16.

**'Force Majeure Event'** means any one of the following events which is beyond the control of either Party, could not have been reasonably foreseen by a Party and which prevents that Party from discharging an obligation under this Contract, which, in the case of the Contractor, is critical to the Contractor delivering the Goods and/or providing the Services by the Completion Date:

- (a) a civil war, insurrection, riot, fire, flood, explosion, earthquake, operation of the forces of nature of catastrophic proportion or an act of a public enemy;
- (b) a general strike or general industrial action of Western Australia wide application, which did not arise at the Contractor's premises and has not been caused by the Contractor; or
- (c) the enactment of any statute or regulation by the parliaments of the Commonwealth of Australia or Western Australia, which the Contractor could not have been aware of prior to the execution of this Contract,

but is not an event which arises from any of the following:

- (d) a breach of a contract, including this Contract, or Law by the Contractor;
- (e) negligence by the Contractor relating to the performance of its obligations under this Contract;
- (f) an occurrence that is a risk assumed by the Contractor under this Contract;
- (g) a shortage or delay in the supply of Goods and/or Services required under this Contract; or
- (h) wet or inclement weather.

**'Framework Agreement'** means a Contract designated as such in the Contract Specifics.

**'Goods'** means the goods specified as such in the Contract Specifics (including any part of the goods so identified and particularised).

**'Goods and/or Services'** means all of the Goods (if any) and all of the Services (if any) specified in the Contract Specifics.

**'GST'** means goods and services tax applicable to any taxable supplies as determined under the GST Law.

**'GST Law'** means *A New Tax System (Goods and Services Tax) Act 1999* and any related Act imposing such tax and includes any subordinate legislation in respect of these acts.

**'Insurance'** means the insurances which the Contractor is required to obtain under Clause 43 and the Contract Specifics.

**'Insurance End Date'** means the date set out in the Contract Specifics as an Insurance End Date for a specific Insurance.

**'Intellectual Property Right'** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trade marks, designs, patents, inventions, semi conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time.

**'Invoice'** means an invoice which meets all the requirements of a valid tax invoice for GST purposes under the GST Law.

**'Law'** means:

- (a) any act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth and the State of Western Australia and any Local Government (including the Principal); and
- (b) any common or customary law and equity.

**'Legal Requirement'** means:

- (a) Laws;

- (b) Approvals; and
- (c) fees and charges payable in connection with the foregoing.

**'Liquidated Damages'** means the liquidated damages described as such in the Contract Specifics.

**'Local Government'** means any local government established under the *Local Government Act 1995* other than the Principal.

**'Loss'** means liability, loss, damage (of any nature, including aggravated and punitive), cost (including all litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, statutory or equitable compensation, demand, expense or proceeding or loss of any nature and of any kind whatsoever whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising including under any Legal Requirement or any Authority.

**'Order'** means a purchase order from the Principal to the Contractor which requires the supply of specific Goods and/or Services under this Contract where this Contract is a Framework Agreement.

**'Party'** means the Principal and/or the Contractor (as the context requires).

**'Plant and Equipment'** means all materials, plant, equipment, tools, vehicles, and machinery necessary and incidental to the performance of the Contractor's obligations under this Contract.

**'PPS Law'** means the PPSA and any amendment made at any time to the *Corporations Act 2001* (Cth) or any other legislation as a consequence of the PPSA.

**'PPSA'** means the *Personal Property Securities Act 2009* (Cth).

**'Principal's Personnel'** means directors, employees, agents, contractors or subcontractors of the Principal.

**'Principal's Representative'** is the person named as such in the Contract Specifics or any replacement person notified to the Contractor.

**'Principal's Technical Material'** means any Technical Material provided by the Principal to the Contractor for the purposes of this Contract, or which is copied or derived from Technical Material so provided.

**'Progress Claim'** means a document in a form approved by the Principal evidencing the delivery of Goods and/or performance of Services and which includes the information set out in the Contract Specifics.

**'RCTI Agreement'** means an agreement in the form provided by the Principal pursuant to which the Parties have agreed that the Principal will issue Recipient Created Tax Invoices in respect of all Goods and/or Services.

**'Recipient Created Tax Invoice (or RCTI)'** has the meaning prescribed in the GST Law.

**'Representative'** means the Principal's Representative or the Contractor's Representative.

**'Review Date'** means each 12 month anniversary of the execution of this Contract.

**'Schedule of Rates'** means the schedule of rates attached in Schedule 6.

**'Scope of Services'** means the scope of the Services set out in Schedule 3.

**'Services'** means the services identified as such in the Contract Specifics including:

- (a) any part of the services so identified and particularised;
- (b) any ancillary services; and
- (c) services required to be performed to deliver the Goods.

**'Site'** has the meaning given in the Contract Specifics.

**'Specification'** means the technical specification for the Goods attached in Schedule 2.

**'Standards and Procedures'** means the documents listed in Schedule 4 and any other guidelines, rules, requirements or Site specific conditions which the Principal makes available to the Contractor from time to time.

**'Start Date'** has the meaning given in the Contract Specifics.

**'State of Emergency'** has the meaning given in Clause 24.

**‘Subcontractor’** means any person engaged by the Contractor in connection with the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors.

**‘Tax’** means any income (including payroll), land, indirect and other taxes, excise, levies, imposts, deductions, charges, duties, compulsory loans and withholdings, including withholding payments, financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above, but does not include GST or stamp duty.

**‘Technical Material’** includes plans, designs, drawings, engineering information, data, specifications, reports, processes, concepts, manuals, specifications, accounts and any other material specified in this Contract.

**‘Tender’** means the offer submitted by the Contractor to supply the Goods and/or Services under this Contract and includes associated documentation.

**‘Term’** means the period of time between (and including) the Start Date and the End Date.

**‘Variable Quantities’** has the meaning given in Clause 16.

**‘Variation’** means any change to the Goods and/or Services, including any addition to, reduction in, omission from or change in the character, quantity or quality of the Goods and/or Services.

**‘Variation Form’** means a notice substantially in the form set out in Schedule 5 under which the Principal has directed a Variation in accordance with Clause 27.

**‘Wilful Misconduct’** means any act or failure to act which was a deliberate and wrongful act or omission, or involved reckless disregard or wanton indifference to the likely consequences, including an intentional breach of this Contract.

## 2 INTERPRETATION

In this Contract (unless the context otherwise requires):

- (a) a reference to this Contract means this Contract as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to 'including', 'includes' or 'include' must be read as if it is followed by '(without limitation)';
- (c) a reference to 'approved' or 'approval' will be deemed to mean 'approved in writing' or 'approval in writing';
- (d) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (e) words in the singular include the plural and vice-versa;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any sub-ordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (h) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, calendar month, a calendar quarter or a calendar year;
- (i) headings are for convenience only and do not affect interpretation of this Contract;
- (j) a promise on the part of 2 or more persons binds them jointly and severally; and
- (k) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Contract or any part of it.

## 3 ORDER OF PRECEDENCE

To the extent of any inconsistency between the several parts of this Contract, the following parts are listed in order of precedence:

- (a) this document;



- (b) in the case of the Goods, the Specification and, in the case of the Services, the Scope of Services;
- (c) any other schedules, attachments or annexures to this document; and
- (d) any Order.

#### **4 SEVERABILITY**

Should any part of this Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; and
  - (b) severed from this Contract to the extent of the invalidity or unenforceability,
- and the remainder of this Contract shall not be affected by such invalidity or unenforceability.

#### **5 NOTICES**

5.1 Any notice or other communication under this Contract shall be in legible writing, in English and signed and shall be given or served by:

- (a) hand delivery or prepaid post to the address of the recipient specified in this Contract or at such other address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified address;
- (b) facsimile transmission to the facsimile number of the recipient specified in this Contract or at such other number as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified number; or
- (c) email to the email address of the recipient specified in this Contract or at such other email address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified email address.

5.2 Any notice or other communication to or by a Party is regarded as being given by the sender and received by the addressee:

- (a) if by delivery in person, when delivered to the address of the recipient;
- (b) if by post, 3 Business Days from and including the date of postage;
- (c) if by facsimile transmission, when a facsimile confirmation receipt is received indicating successful delivery; and
- (d) if sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient),

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (recipient's time) it is regarded as received at 9.00am on the following Business Day.

5.3 In this Clause 5, reference to a recipient includes a reference to a recipient's officers, agents or employees.

5.4 A notice or other communication must not be given by electronic means of communication (other than facsimile and email as permitted in Clause 5.1).

5.5 A printed or copied signature will be sufficient for the purpose of sending any notice or other communication.

#### **6 CONTRACTOR TO HAVE INFORMED ITSELF**

6.1 The Contractor shall be deemed to have:

- (a) examined carefully this Contract and any other information made available by the Principal to the Contractor in connection with the Tender or this Contract;

- (b) examined the Site and its surroundings (if applicable);
- (c) satisfied itself as to the correctness and sufficiency of its Tender and that the Contract Price covers the cost of complying with all its obligations under this Contract and of all matters and things necessary for the due and proper performance and completion of this Contract; and
- (d) obtained and properly examined all information (including information provided by or on behalf of the Principal) relevant to the risks, contingencies and other circumstances that may have had an effect on its Tender and which was provided or obtainable by the making of reasonable enquiries.

6.2 Failure by the Contractor to do all or any of the things it is deemed to have done under this Clause will not relieve the Contractor of its obligation to perform and complete this Contract in accordance with this Contract.

## **7 COMPLYING WITH LEGAL REQUIREMENTS**

- 7.1 The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Goods and/or Services and/or the performance of this Contract.
- 7.2 Without limiting in any way the generality of the foregoing or Clause 8, the Contractor shall identify and duly and punctually observe, perform and comply with the provisions of any Legal Requirements for workplace safety and health, including but not limited to the *Occupational Safety and Health Act 1984* and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.
- 7.3 If a Legal Requirement is at variance with a term of this Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Goods and/or the Services and/or the way in which they must be provided, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

## **8 SAFETY OBLIGATIONS**

- 8.1 The Contractor must perform all relevant functions and fulfil all relevant duties of an employer, occupier and all other obligations as a duty holder under all Legal Requirements applicable to workplace health and safety.
- 8.2 The Contractor must supply or arrange to be supplied all things necessary to ensure the Services are carried out and the Goods are provided in a manner that is safe and without risks to health.
- 8.3 The Contractor must ensure that the Services are performed and the Goods are provided in a manner that is safe and without risks to any person, including by ensuring that the Contractor's Personnel entering the Delivery Point perform in a safe manner.
- 8.4 The Contractor must:
  - (a) as soon as practicable, but in any event, within 24 hours, notify the Principal of any accident, incident which is notifiable under any Legal Requirement, injury or property damage which:
    - (i) occurs during the provision of the Goods and/or Services; or
    - (ii) is associated with the Goods and/or Services; and
  - (b) provide the Principal with any further information when requested by the Principal.
- 8.5 In performing its obligations under this Contract, the Contractor must ensure the health, safety and welfare of the following people when they are on, or immediately adjacent to, the Principal's premises over which it has control:
  - (a) the Principal and the Principal's Personnel;
  - (b) the Contractor's Personnel; and
  - (c) the public.

- 8.6 The Contractor must provide all assistance reasonably requested by the Principal in connection with any workplace health and safety investigation related to this Contract or the Goods and/or Services.
- 8.7 The Contractor must, at its cost, comply with any direction from the Principal to modify or stop any activity that the Principal considers breaches this Clause 8.
- 8.8 If the Principal observes or becomes aware of a condition that breaches this Clause 8, the Principal or the Principal's Representative may direct the Contractor to remove or, to the extent reasonably possible, mitigate the effect of that condition, and the Contractor must (at its cost) comply with that direction and modify the Contractor's method of work in order to avoid that condition arising.
- 8.9 The Contractor acknowledges and agrees that any direction given by the Principal or the Principal's Representative under Clause 8.7 or 8.8 does not relieve the Contractor from complying with its obligations under this Clause 8.

## **9 ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not:

- (a) assign this Contract, or any part thereof or any payment thereunder; or
- (b) subcontract the whole or any part of this Contract,

without the Principal's prior written approval (not to be unreasonably withheld or delayed). The Principal's approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under this Contract.

## **10 CONTRACTOR'S PERSONNEL**

The Contractor must, and must ensure the Contractor's Personnel, comply with:

- (a) all directions given by the Principal's Representative or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to this Contract or the Goods and/or Services; and
- (b) the Standards and Procedures that are applicable to this Contract.

## **11 INDEMNITY**

- 11.1 The Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss and other liabilities of any kind arising directly or indirectly from:
- (a) any breach of any warranty or any of the other terms and conditions of this Contract by the Contractor or the Contractor's Personnel;
  - (b) any Wilful Misconduct or a negligent act or omission of the Contractor or the Contractor's Personnel; and
  - (c) any claim made by a third party against the Principal or the Principal's Personnel, to the extent that the claim arose out of the act or omission of the Contractor or the Contractor's Personnel,
- except to the extent of liability which is caused by the Wilful Misconduct or a negligent act or omission of the Principal or the Principal's Personnel.
- 11.2 The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this Clause 10.

## **12 INTELLECTUAL PROPERTY RIGHTS**

- 12.1 The Contractor warrants that the Goods and/or Services and any design, documents or methods of working provided by the Contractor do not infringe any Intellectual Property Right.
- 12.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right.

- 12.3 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the obligations under this Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.
- 12.4 Except as otherwise provided in this Contract, ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Goods and/or Services and any documentation provided by the Contractor pursuant to this Contract vests in and shall remain vested in the Contractor.
- 12.5 Ownership of the Principal's Intellectual Property Rights (other than third party Intellectual Property Rights) vests in and shall remain vested in the Principal.
- 12.6 The Contractor grants to the Principal an irrevocable, perpetual, worldwide, royalty free and transferrable licence to use and reproduce all Intellectual Property Rights associated with the Goods and/or Services and any documentation provided pursuant to this Contract.

## **13 ORDERS**

- 13.1 If this Contract is a Framework Agreement, the following sub-Clauses apply:
- (a) The Principal:
    - (i) may require the Contractor to provide Goods and/or Services from time to time by giving the Contractor an Order; and
    - (ii) may order requirements of any one type or item of the Goods and/or Services either in one single lot or instalments or in such quantities as may be required.
  - (b) Within 5 Business Days after receipt of an Order the Contractor must give notice to the Principal if it:
    - (i) disagrees with any of the information and/or requirements contained in the Order, and include in the notice details of the aspects in which it disagrees with the information and/or requirements; or
    - (ii) recommends any change to any of the information and/or requirements contained in the Order and include in the notice the Contractor's reasons for the recommendation.
  - (c) If the Contractor:
    - (i) gives notice under Clause 13.1(b), the Parties must attempt to agree on the information and requirements. Once the information and requirements have been agreed, the Principal must re-issue an Order containing the agreed information and requirements and the Contractor must perform its obligations under the Order in accordance with this Contract; or
    - (ii) does not give notice pursuant to Clause 13.1(b) the Contractor must perform its obligations under the Order in accordance with this Contract.
  - (d) If, pursuant to a notice issued under Clause 13.1(b), the Parties cannot agree on the Contract Price or any other information or requirements for an Order, the Principal, acting reasonably (and having regard to the Schedule of Rates to the extent applicable), may determine:
    - (i) the contract price applicable to that Order and such contract price will be deemed to be the Contract Price for that Order; and
    - (ii) the other information and requirements of the Order provided that such information and requirements fall within the scope of, and do not breach, the Framework Agreement.
  - (e) The Principal is not obliged to issue Orders or otherwise purchase Goods and/or Services.
  - (f) The Principal or the Principal's Representative may cancel any Order by providing written notice to the Contractor for any reason, but the Principal must pay for any part of the Goods delivered to the Delivery Point and any Services provided prior to the date the cancellation is notified to the Contractor.

## 14 QUALITY OF GOODS

- 14.1 The Contractor must ensure that all Goods supplied under this Contract:
- (a) conform to the description specified in this Contract and to samples provided (if any) by the Principal;
  - (b) where no standards are specified in this Contract, the Goods shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then with the appropriate and current standard of the International Standards Organisation;
  - (c) are fit for their intended purpose;
  - (d) are properly, safely and securely packaged and labelled for identification and safety; and
  - (e) are new and of merchantable quality.
- 14.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must, at its cost, pursue any manufacturer's warranties on the Principal's behalf if the Principal so requests).

## 15 QUALITY OF SERVICES

- 15.1 The Contractor must ensure that:
- (a) the Services match the description of the Services in this Contract;
  - (b) if the Contractor provided the Principal with a demonstration of the Services or represented that a result could be achieved by the Services before the Principal entered into this Contract or issued an Order for any of those Services, the Services correspond in nature and quality with the Services demonstrated or the services that achieved result (as the case may be);
  - (c) the Services are fit for their intended purpose; and
  - (d) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Contract.
- 15.2 The Contractor warrants that the Contractor's Personnel engaged to perform the Services:
- (a) have all the necessary skills, training, and qualifications (proof of which, along with an up-to-date resume, must be supplied to the Principal within 2 Business Days of request) to carry out the Services in accordance with this Contract; and
  - (b) are able to:
    - (i) perform the Services without the supervision of the Principal's Personnel; and
    - (ii) resolve any matters arising from the performance of the Services.

## 16 SUPPLY OF GOODS AND SERVICES

- 16.1 The Contractor must supply the Goods and/or Services to the Principal in accordance with this Contract during the Term.
- 16.2 The Contractor must obtain, at the Contractor's expense, any Approvals necessary for the supply of the Goods and/or Services to the Principal.
- 16.3 Where this Contract is for the supply of Goods by reference to:
- (a) **'Variable Quantities'**, the Principal shall not be required to purchase all or any Goods listed except such of the Goods as may be ordered by the Principal.
  - (b) **'Approximate Quantities'**, the quantities stated shall be regarded as an estimate only of the quantity which may be required. The Principal shall not be bound to purchase the exact nominated quantity of Goods, but the quantity ordered may vary within a margin not exceeding 25 percent above or below the nominated approximate quantity and any such variance shall not affect the unit price of the Goods.

(c) **‘Fixed Quantities’**, the Principal shall purchase the actual quantity shown.

- 16.4 Where this Contract does not specify whether the required quantities are Fixed Quantities, Approximate Quantities or Variable Quantities, the Parties agree that they shall be deemed to be Variable Quantities.
- 16.5 The Principal may order requirements of any one type or item of the Goods either in one single lot or instalments or in such quantities as may be required.
- 16.6 The Principal shall not be required to take or accept all or any of the Services listed except such of the Services as may be ordered by the Principal from time to time during the Term.
- 16.7 Where the quantity or value set out in Scope of Services is described as ‘approximate’ it shall be regarded only as an estimate of the quantity or value which may be required under this Contract and the Principal shall not be required to take or accept said nominated approximate quantity or value of Services.
- 16.8 The Contractor acknowledges and agrees that the Principal may enter into arrangements or agreements with third parties for the purchase of goods or services the same as and/or similar to the Goods and/or Services.
- 16.9 If the Contractor:
- (a) delivers more Goods than the quantity specified in this Contract, the Principal may return any quantity of Goods provided by the Contractor in excess of that specified in this Contract to the Contractor at the Contractor's sole risk and expense; or
  - (b) performs more Services than the quantity specified in this Contract, the Principal is not liable to pay for the additional quantity.

## **17 PLANT AND EQUIPMENT**

- 17.1 The Contractor must provide (at its cost) all Plant and Equipment, labour and haulage necessary for the performance of the Contractor's obligations under this Contract.
- 17.2 The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with this Contract and all Legislative Requirements, and are fit for their usual and intended purpose.

## **18 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME**

- 18.1 The Contractor shall deliver the Goods in full to the Delivery Points and perform the Services at the times stated in this Contract. In this respect time shall be of the essence of this Contract.
- 18.2 Subject to Clauses 18.3, 18.4 and 18.5 and if the Services are unlikely to be completed and/or that the Goods will not be delivered to the Delivery Point by the Completion Date the Contractor is entitled to an extension to the Completion Date if the delay is due to:
- (a) breach by the Principal of its obligations under this Contract;
  - (b) delay or disruption caused by the Principal or the Principal's Representative, but does not include any delay or disruption caused by the Principal or the Principal's Representative acting in accordance with this Contract;
  - (c) a Force Majeure Event occurring before the Completion Date;
  - (d) suspension of this Contract under Clause 28, other than suspension of this Contract for breach of this Contract by the Contractor or the Contractor's Personnel; or
  - (e) a Variation being granted under Clause 27.
- 18.3 The Contractor may only claim an extension to the Date for Delivery under Clause 18.1 if the Contractor:
- (a) could not reasonably have been expected to foresee the delay at the date of signing this Contract;

- (b) has taken all reasonable steps to mitigate the delay and the effect of the delay; and
- (c) or the Contractor's Personnel, did not cause the delay, whether by breach of this Contract or otherwise.

18.4 The Contractor's claim for an extension to the Completion Date must:

- (a) be made within 10 Business Days (or any other period agreed in writing by the Parties) after the cause of delay has arisen; and
- (b) include the facts on which the claim to the extension to the Completion Date is based.

18.5 If the Principal's Representative reasonably considers that:

- (a) the claim for an extension of time under Clause 18.4 relates to an event listed in Clause 18.2; and
- (b) Clauses 18.3 and 18.4 have been satisfied,

the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time under Clause 18.4 (or such other time agreed by the Parties) that an extension of time to the Completion Date is granted. The notice must include the period of extension granted by the Principal, which will be reasonable having regard to the nature of the event specified in Clause 18.2 (as determined by the Principal, acting reasonably).

18.6 The Principal may by written notice to the Contractor direct an extension of time to the Completion Date at:

- (a) any time that the Principal directs a Variation; or
- (b) at any other time at the absolute discretion of the Principal,

notwithstanding that the Contractor has not submitted, and/or is not entitled to submit, a claim for an extension to the Completion Date. The Contractor acknowledges that the mechanism in this Clause 18.6 is a discretionary right of the Principal which may be exercised by the Principal for the sole benefit of the Principal and does not:

- (c) impose any obligations on the Principal;
- (d) to the maximum extent permitted by Law, give rise to any duty to act in good faith;
- (e) in any way constitute a waiver or relaxation of any of the requirements under this Clause 18; or
- (f) entitle the Contractor to claim any Loss of whatever nature arising out of, or in connection with, any extension of time granted by the Principal in accordance with this Clause 18.6.

18.7 If the Principal, considers (acting reasonably) that the Contractor is not entitled to an extension of time, the Principal's Representative must notify the Contractor within 10 Business Days (or any other period agreed in writing by the Parties) of receipt of the claim under Clause 18.4 that the Completion Date remains unchanged.

18.8 If the Contractor fails to comply with Clause 18.4 the Contractor will have no entitlement to an extension of time of the Completion Date.

18.9 If an extension of time is granted in accordance with this Clause 18, provided that those costs are not also reimbursable pursuant to Clauses 27 or 28, the Principal will reimburse the Contractor for any costs reasonably incurred and directly attributable to the delay, but without regard to overheads, profit or any other cost, loss, expense or damage.

## **19 LIQUIDATED DAMAGES**

19.1 Subject to Clauses 18, 27 and 28, if the Contractor does not perform the Services in full, and/or deliver the Goods in full to the Delivery Points by the Completion Date, the Contractor must pay to the Principal, Liquidated Damages for every day after the Completion Date to and including the earliest of:

- (a) the date the Services and/or Goods are actually performed or delivered in full to the Delivery Points; or
  - (b) termination of this Contract.
- 19.2 If an extension of time is granted in accordance with Clause 18.5 after the Contractor has paid or the Principal has set off the Liquidated Damages payable under Clause 19.1, the Principal shall repay to the Contractor such of those Liquidated Damages as represent the days the subject of the extension of time.
- 19.3 The payment of Liquidated Damages will not relieve the Contractor from its obligations to perform the Services in full and/or deliver the Goods in full to the Delivery Points or from any of its obligations and liabilities under this Contract.
- 19.4 Liquidated Damages shall become due upon the issue of a notice by the Principal setting out the amount of Liquidated Damages payable by the Contractor to the Principal.
- 19.5 The Principal may recover the amount of Liquidated Damages:
  - (a) on demand from the Contractor; or
  - (b) by deducting such amount from any amount owed to the Contractor by the Principal,after the elapse of the Completion Date.
- 19.6 The Contractor acknowledges that all sums payable by the Contractor to the Principal pursuant to this Clause 19 represent the Principal's genuine pre-estimate of the damages likely to be suffered by it if the Services are not performed in full and/or the Goods are not delivered in full to the Delivery Points, by the Completion Date and such sums shall not be construed as a penalty.

## **20 INSPECTION AND INFORMATION**

- 20.1 The Contractor must keep the Principal fully informed on all aspects of the Goods and/or Services, and must supply on request:
  - (a) progress reports on the performance of the Goods and/or Services and in such detail as will allow the Principal to ascertain whether such are in conformity with this Contract; and
  - (b) the Contractor's Technical Material, reports, data and a detailed supply program, relating to the Goods and/or Services.
- 20.2 Subject only to providing reasonable notice, the Principal may itself or through an agent:
  - (a) review, inspect, examine and witness tests of, any Goods and/or Services, or the performance of any Goods and/or Services; and
  - (b) inspect any equipment used in measuring any Goods and/or Services at any time up to 12 months after the measurement of the Goods and/or Services occurs,at the Delivery Point, the Site, the Principal's premises, the Contractor's premises and/or at the premises of any Subcontractors, as the case may be, and the Contractor must ensure that the Principal is granted the necessary access required for them to review, inspect, examine or witness tests of the Goods and/or Services.
- 20.3 The Contractor must give the Principal 10 Business Days notice (or such other period as the Parties agree) prior to the date the Goods and/or Services will be ready for delivery, inspection or testing.
- 20.4 Any review, inspection, examination or witnessing of testing by the Principal or their results does not relieve the Contractor of its responsibilities under this Contract.
- 20.5 If, as a result of any review, inspection, examination, or witnessing of testing, the Principal is not satisfied that the Goods and/or Services will comply with this Contract and the Contractor is notified in writing of such dissatisfaction, the Contractor agrees to take such steps as are necessary to ensure compliance.



## **21 DELIVERY OBLIGATIONS**

21.1 The Contractor must, in delivering the Goods to the Delivery Point:

- (a) not interfere with the Principal's activities or the activities of any other person at the Delivery Point; and
- (b) leave the Delivery Point secure, clean, orderly and fit for immediate use having regard to the condition of the Delivery Point immediately prior to the delivery of Goods.

## **22 RECEIPT AND ACCEPTANCE OF GOODS AND SERVICES**

22.1 Delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal.

22.2 Acceptance of the Goods and/or Services occurs on the earlier of:

- (a) the Principal's Representative notifies the Contractor in writing that the Goods and/or Services have been accepted; or
- (b) when after the lapse of 14 days after delivery of the Goods to the Delivery Points without the Principal notifying the Contractor in writing that the Goods have been rejected..

22.3 The risk of any damage, deterioration, theft or loss of the Goods after delivery but prior to Acceptance remains with the Contractor except where the damage, deterioration, theft or loss is caused by a negligent act or omission of the Principal or its agents or employees.

22.4 Where Goods are found to be Defective Goods, the Principal may reject any or all of the Defective Goods in accordance with Clause 23.

## **23 REJECTION AND REMOVAL OF DEFECTIVE GOODS OR DEFECTIVE SERVICES**

23.1 During the Defects Liability Period the Principal's Representative shall notify the Contractor in writing of the Defective Goods and/or Defective Services and may:

- (a) in the case of Defective Goods:
  - (i) direct that the Defective Goods be either replaced or rectified by the Contractor (at the Contractor's expense) within such reasonable time as the Principal's Representative may direct; or
  - (ii) elect to accept the Defective Goods whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of accepting those Goods; and/or
- (b) in the case of Defective Services:
  - (i) reject the Defective Services, in which case the Contractor must re-perform the Services free of charge; or
  - (ii) make good or engage another contractor to make good the Defective Services whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of making good those Defective Services.

23.2 Should the Contractor fail to comply with a notice issued under Clause 23.1(a)(i) or 23.1(b)(i) within the time specified in that notice, the Principal shall be entitled to:

- (a) replace the Defective Goods or the Defective Services with goods/services (as applicable) of the same or similar quality; and
- (b) sell the Defective Goods; and/or
- (c) have the Defective Goods redelivered at the Contractor's risk and expense to the Contractor's premises,

and recover its costs losses and expenses of so doing from the Contractor.

- 23.3 Where the Contractor has made good any Defective Goods or Defective Service under this Clause 23, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services, from the date the Contractor made good the Defective Goods or Defective Services (as applicable).
- 23.4 The Principal shall not be responsible for the care or custody of any Defective Goods after the Contractor has been notified that they are defective.
- 23.5 Upon a refund of the price paid for the Defective Goods which had previously been Accepted, property in those Goods shall revert to the Contractor.
- 23.6 Without limiting Clause 10, any cost or expense incurred by the Principal in connection with the Defective Goods and/or the Defective Services under this Clause 23, shall be a debt due from the Contractor to the Principal.
- 23.7 Nothing in this Contract shall prejudice any other right which the Principal may have against the Contractor arising out of the failure by the Contractor to provide Goods and/or Services in accordance with this Contract.

## **24 FAILURE TO PROVIDE GOODS AND SUPPLY SERVICES**

Where a State of Emergency is declared under the *Emergency Management Act 2005 (WA)* or where the Contractor is unable or fails (for whatever reason) to provide the Goods and/or Services in accordance with this Contract, the Principal may, for as long as determined by the Principal (acting reasonably) and without being liable in any way to the Contractor (including for that part of the Contract Price which relates to the relevant Goods and/or Services), obtain or acquire such goods and services as it requires from a third party.

## **25 PROPERTY AND RISK IN THE GOODS**

- 25.1 Risk in Goods will pass from the Contractor to the Principal on Acceptance of those Goods.
- 25.2 Upon payment for the Goods, property in the Goods shall pass to the Principal. Payment shall include credit by way of set off.
- 25.3 The Contractor warrants that:
- (a) it has complete ownership of the Goods free of any liens, charges and encumbrances and that it sells the Goods to the Principal on that basis; and
  - (b) the Principal will be entitled to clear title to and complete and quiet possession of the Goods upon payment for them.

## **26 REPRESENTATIVES**

- 26.1 Each Party must appoint a Representative who will be authorised to act on behalf of the relevant Party in relation to this Contract.
- 26.2 The Principal's Representative may exercise all of the Principal's rights and functions under this Contract (including giving directions), except in connection with terminating this Contract, or resolving a Dispute which is the subject of the Dispute resolution procedure in Clause 38 or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.
- 26.3 The Contractor's Representative is responsible for the quality, timeliness, cost and provision of the Goods and/or Services in accordance with this Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

## **27 VARIATION**

- 27.1 A direction to the Contractor to perform a Variation may only be effected in accordance with this Clause 27.

- 27.2 If the Principal or the Principal's Representative requests the Contractor must prepare and submit a variation proposal addressing any proposed Variation (**Variation Proposal**). The Principal agrees to provide such further information as reasonably requested by the Contractor to enable the Contractor to prepare the Variation Proposal. The Contractor must submit the Variation Proposal to the Principal within 5 Business Days (or within such other period as the Parties agree) of the Principal's request for the proposal.
- 27.3 If a Variation requires the omission of Goods and/or Services, the Principal's Representative may have the omitted Goods and/or Services provided by others or not as the Principal sees fit.
- 27.4 The Variation Proposal must specify:
- (a) the effect the Contractor anticipates the proposed Variation will have on the Completion Date and the Contract Price (if any); and
  - (b) any other relevant matters that might assist the Principal to make a decision regarding the Variation Proposal.
- 27.5 Following receipt of the Variation Proposal by the Principal, subject to Clause 27.2, the Parties must seek to agree on the price for the Variation and the impact of the Variation on the relevant Completion Date.
- 27.6 The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.
- 27.7 The Contractor acknowledges and agrees that, subject to Clause 27.10, the Principal or the Principal's Representative may direct the Contractor in accordance with Clause 27.13 to perform the Variation even if the Parties are unable to agree on the price for the Variation or the impact of the Variation on the relevant Completion Date.
- 27.8 The Contractor must not commence performing the proposed Variation unless and until the Principal or the Principal's Representative directs the Contractor in accordance with Clause 27.13 .
- 27.9 If the Parties agree on the details in the Variation Form, the Principal will sign and issue the Variation Form and the Contractor will be entitled to be paid the agreed amount set out in the Variation Form once the Variation has been performed.
- 27.10 If the Parties are unable to agree on:
- (a) the price for the Variation within 10 Business Days after the date of receipt of the Variation Proposal from the Contractor, the Variation must be valued by the Principal's Representative as follows:
    - (i) if this Contract prescribes rates or prices to be applied in respect of the Goods and/or Services, those rates or prices must be used; or
    - (ii) if Clause 27.10(a)(i) does not apply, using reasonable rates or prices, having regard to all circumstances which the Principal's Representative (acting reasonably) considers to be relevant; and
  - (b) the impact of the Variation on the Completion Date,
- then the Principal's Representative must determine a reasonable impact and amend the relevant Completion Date by notice in writing to the Contractor.
- 27.11 A Variation does not invalidate this Contract.
- 27.12 The Contractor may request that the Principal direct a Variation and the Principal or the Principal's Representative may, in its absolute discretion, direct a Variation under Clause 27 or elect not to direct a Variation.
- 27.13 A direction is not a Variation unless a Variation Form has been signed by the Principal.

## **28 SUSPENDING THIS CONTRACT**

- 28.1 The Principal or the Principal's Representative may, at any time and for any reason, suspend this Contract or any part of this Contract.
- 28.2 When the Contractor receives a written notice of suspension from the Principal or the Principal's Representative, the Contractor must suspend the performance of its obligations under this Contract until such time that the Principal or the Principal's Representative directs that this Contract is no longer suspended. At such time the Contractor must promptly recommence the performance of the Contractor's obligations under this Contract.
- 28.3 Where the suspension of this Contract is not a result of any default or action by the Contractor or the Contractor's Personnel, the Principal will reimburse the Contractor for the Contractor's verified reasonable additional costs incurred as a direct consequence of the suspension of this Contract. For the avoidance of doubt, such costs must not include Consequential Losses.
- 28.4 If the Principal or the Principal's Representative suspends this Contract or any part of it in accordance with Clause 28.1 (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Completion Date and the End Date are extended by the period of that suspension.
- 28.5 The remedies set out in Clauses 28.3 and 28.4 are the Contractor's sole and exclusive remedy in respect of the Principal suspending this Contract.

## **29 WARRANTIES**

The Contractor shall obtain all warranties specified in this Contract including any warranties that are obtained by any Subcontractor, and shall ensure that the Principal will have the benefit of the said warranties.

## **30 VARIATION TO CONTRACT TERMS**

None of the terms of this Contract shall be varied, waived, discharged or released either under any Legal Requirement, except by the express written agreement of the Principal.

## **31 PRICE BASIS**

- 31.1 Unless otherwise stated in this Contract, the Contract Price shall be firm and not subject to rise and fall.
- 31.2 Unless otherwise provided in this Contract, the Contractor shall pay all packaging, freight, Taxes, insurances, and other charges whatsoever, in connection with this Contract and the Goods and/or Services including delivery of Goods to the Delivery Point and the return of Goods wrongly supplied and all packaging.
- 31.3 On each Review Date, the Contractor shall be entitled to adjust the Contract Price for the Goods and /or Services in accordance with this Clause 31.3. The Contract Price shall be reviewed and adjusted by the percentage movement as published in the Consumer Price Index since the last Review Date. The Contractor shall only be entitled to review the Contract Price for the Goods and/or Services on the Review Date and following such review the Contract Price shall be deemed to be fixed until the next Review Date.

## **32 INVOICING AND PAYMENT**

- 32.1 As soon as reasonably practicable following the end of each calendar month, (or as otherwise agreed by the Parties), the Contractor must provide to the Principal a Progress Claim or if the Principal directs, an Invoice.
- 32.2 Upon approval of a Progress Claim by the Principal:
- (a) if the Contractor has entered into an RCTI Agreement, the Principal will, generate a Recipient Created Tax Invoice. References to 'Invoice' in the remainder of this Clause 32 should be taken to include RCTI where applicable; or

(b) if the Contractor has not entered into an RCTI Agreement, the Contractor will submit an Invoice, in respect of the Goods and/or Services that are the subject of the approved Progress Claim.

32.3 A Progress Claim and any Invoice must include the details set out in the Contract Specifics.

32.4 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices that comply with Clause 32.3 within 20 Business Days (or such other period as the Principal's Representative and Contractor agree) of their generation or receipt (as the case may be), except where the Principal:

- (a) is required by any Legal Requirement to pay within a shorter time frame, in which case the Principal must pay within that time frame;
- (b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor; or
- (c) disputes the Invoice, in which case:
  - (i) to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute; and
  - (ii) if the resolution of the Dispute determines that the Principal must pay an amount to the Contractor, the Principal must pay that amount upon resolution of that Dispute.

32.5 A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Goods delivered or the Services performed (or any part thereof) were to the satisfaction of the Principal but will only be taken to be payment on account.

32.6 Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid this Contract.

32.7 The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

### **33 CONFIDENTIAL INFORMATION AND PUBLICITY**

33.1 The Contractor must not advertise, publish or release to the public:

- (a) the Confidential Information; or
- (b) other information concerning the Goods and/or Services, or this Contract, without the prior written approval of the Principal.

33.2 The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Principal:

- (c) use Confidential Information except as necessary for the purposes of fulfilling its obligations under this Contract; or
- (d) disclose the Confidential Information:
  - (i) other than (to the extent they require the information to enable the Contractor to fulfil its obligations under this Contract) to the Contractor's legal advisors, accountants or auditors; or
  - (ii) where disclosure is required by Law (including disclosure to any stock exchange).

33.3 The rights and obligations under this Clause 33 continue after the End Date.

### **34 GOODS AND SERVICES TAX**

34.1 Any reference in this Clause to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

- 34.2 Unless expressly included, the consideration for any supply made under or in connection with this Contract does not include an amount on account of GST in respect of the supply (**GST Exclusive Consideration**) except as provided under this Clause.
- 34.3 Any amount referred to in this Contract (other than an amount referred to in Clause 34.8) which is relevant in determining a payment to be made by one of the Parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- 34.4 To the extent that GST is payable in respect of any supply made by a Party (**Supplier**) under or in connection with this Contract, the consideration to be provided under this Contract for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the relevant part of the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- 34.5 The recipient must pay the additional amount payable under Clause 34.4 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- 34.6 The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under Clause 34.4 or at such other time as the Parties agree.
- 34.7 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Contract the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under Clause 34.5, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- 34.8 If one of the Parties to this Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Contract, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the Party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with Clause 34.4.

## **35 CONSEQUENTIAL LOSS**

In relation to Consequential Loss:

- (a) subject to Clauses 11 and 35(b) but notwithstanding any other Clause, neither Party will be liable to the other Party in any circumstances for any Consequential Loss, to the extent permitted by Law; and
- (b) Clause 35(a) does not exclude liability of the Contractor for Consequential Loss, if, but for Clause 35(a) the Contractor would have insurance cover for that Consequential Loss under an Insurance.

## **36 LIMITS ON LIABILITY**

"Not Used"

## **37 FORCE MAJEURE EVENT**

- 37.1 A Party must give timely notice to the other Party of any Force Majeure Event that precludes the Party (whether partially or wholly) from complying with its obligations under this Contract (**'Affected Obligations'**) and must either:
- (a) to the extent practicable, specify in the notice the length of delay in the Completion Date that will result from the Force Majeure Event; or
  - (b) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the Principal with periodic supplemental notices during the period over which the Force Majeure Event continues.

- 37.2 The Party's obligation to supply the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- 37.3 The Parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- 37.4 If a Force Majeure Event continues to affect the supply of the Goods and/or Services for a continuous period of 180 days, the Principal may terminate this Contract by serving written notice on the Contractor and neither Party has liability to the other except in respect of any event arising prior to the date of this Contract being terminated.

## **38 SETTLEMENT OF DISPUTES**

- 38.1 In the event of a Dispute either Party may deliver a written notice to the other Party that identifies the Dispute ('**Notice of Dispute**').
- 38.2 The Party that delivers the Notice of Dispute should also provide enough information about the Dispute for the other Party to reasonably understand the:
- (a) alleged facts on which the claim is based
  - (b) legal basis on which the claim is made; and
  - (c) relief that is claimed.
- 38.3 Within 10 Business Days of a Notice of Dispute being delivered, the receiving Party must deliver a written response to the other Party stating:
- (a) its position in relation to the Dispute; and
  - (b) the basis for its position.
- 38.4 Within 10 Business Days of receipt of the response referred to in Clause 38.3, the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to this Contract.
- 38.5 If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with Clause 38.4, either Party may initiate proceedings in a court of competent jurisdiction.
- 38.6 Either Party may, with the agreement of the other Party, at any time, refer the Goods and/or Services (or any part thereof) to an appropriate independent expert, agreed to by the Parties, for examination and report as to their compliance with this Contract. The decision of the expert shall be final and binding upon both Parties, and the expense of such reference shall be paid by the unsuccessful Party.

## **39 TERMINATION OF CONTRACT**

- 39.1 If a Party breaches or repudiates this Contract, nothing in this Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under this Contract or under any applicable Legal Requirement.
- 39.2 The Principal may, in its absolute discretion, and without being obliged to give any reasons, terminate this Contract at any time by giving not less than 5 Business Days written notice to the Contractor. The Principal shall pay to the Contractor:
- (a) the amount due to the Contractor evidenced by all unpaid Invoices and approved Progress Claims; and
  - (b) the cost of materials and equipment reasonably ordered by the Contractor for the Goods and/or Services and which the Contractor is liable to accept, but only if they will become the Principal's property on payment,
- and shall have no further liability to the Contractor.

39.3 If the Contractor:

- (a) subject to Clause 38, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in this Contract and such failure continues for a period of 14 days (or such other period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe, perform and comply with such term, condition or stipulation or otherwise to remedy the breach;
- (b) (being a corporation) goes into liquidation (except for the purpose of reconstruction or amalgamation of which the Contractor has given the Principal 5 Business Days prior written notice of such reconstruction or amalgamation) or is otherwise dissolved or if a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is appointed or if the Contractor enters into any composition or scheme of arrangement with its creditors or if an inspector or like official is appointed to examine the affairs of the Contractor or the Contractor enters into voluntary or other external administration;
- (c) (being a natural person) commits an act of bankruptcy or if an order is made for the sequestration in bankruptcy of the estate of the Contractor, or if the Contractor assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors;
- (d) assigns or subcontracts this Contract or any part thereof without the prior written consent of the Principal;
- (e) or any Contractor's Personnel, are found guilty of any criminal act related to the Goods and/or Services that may bring the Principal into disrepute;
- (f) includes in its Tender any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
- (g) or the Contractor's Personnel:
  - (i) cause a safety issue, condition or any risk to health in breach of this Contract; and
  - (ii) the Contractor, within 5 Business Days of a notice from the Principal advising the Contractor that it has caused a safety issue, condition or any risk to health in breach of this Contract, does not show cause to the Principal's satisfaction why the Principal should not end this Contract,

then the Principal may by notice in writing to the Contractor immediately terminate this Contract whether any Orders remain outstanding or not and thereafter the Principal may engage or contract with any person or corporation other than the Contractor to perform and complete this Contract.

39.4 The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the matters referred to in Clause 39.3 above and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.

39.5 When this Contract is terminated, the Contractor must promptly return to the Principal any of the Principal's property or documents which the Principal owns or in which the Principal has an interest.

39.6 The termination of this Contract does not affect:

- (a) any rights of the Parties accrued before the End Date; and
- (b) the rights and obligations of the Parties under this Contract which, expressly or by implication from its nature, are intended to continue after the End Date.

## 40 WAIVERS AND AMENDMENTS

40.1 This Contract may only be amended, or its provisions waived, in writing by the Parties.

40.2 No forbearance, delay or indulgence by the Principal in enforcing the provisions of this Contract shall prejudice, restrict or limit the rights of that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.



## **41 ENTIRE AGREEMENT**

- 41.1 To the extent permitted by Law, this Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of this Contract.
- 41.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Principal in respect of the Goods and/or Services, those terms and conditions will be of no legal effect and will not constitute part of this Contract.

## **42 RIGHTS AND REMEDIES**

The Principal may exercise the rights herein conferred in addition to all or any other rights or remedies which the Principal shall or may be entitled to against the Contractor whether under a Legal Requirement or this Contract.

## **43 INSURANCE**

- 43.1 The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurances:
- (a) on the terms and conditions set out in this Clause and otherwise on terms acceptable to the Principal; and
  - (b) from insurers approved by the Principal which either:
    - (i) carry on business in Australia and are authorised by the Australian Prudential Regulation Authority; or
    - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia. Any limitations regarding this requirement must be notified and agreed to by the Principal.
- 43.2 The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.
- 43.3 Without limiting Clause 43.1, the Contractor must:
- (a) pay all premiums and all deductibles applicable to the Insurance when due; and
  - (b) promptly reinstate any Insurance required under this Clause 43 if it lapses or if cover is exhausted.
- 43.4 To the extent available at the times of placement and each renewal, each Insurance must:
- (a) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
  - (b) except for compulsory statutory workers' compensation insurance, compulsory motor vehicle insurance and professional indemnity insurance, include a cross liability endorsement that all agreements and endorsements except limits of liability must operate in the same manner as if there was a separate policy of insurance covering each Party insured and a failure by any insured Party to observe and fulfil the terms and conditions will not affect any other Party;
  - (c) provide that where the Principal is not a named insured the insurer must waive rights of subrogation against the Principal;
  - (d) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal; and
  - (e) state that it is governed by the Laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction in any dispute under the policy.
- 43.5 The effecting and maintaining of the Insurance by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under this Contract.

- 43.6 The Contractor must maintain *public and product liability insurance*. The public and product liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) be in the joint names of the Contractor and the Principal and the Principal's Personnel;
  - (c) be for an amount of not less than the amount set out in the Contract Specifics in respect of any one claim and not less than the amount set out in the Contract Specifics in the aggregate during any one 12 month period of insurance;
  - (d) cover the liability of the Contractor, the Contractor's Personnel and the Principal in respect of:
    - (i) loss of, damage to, or loss of use of, any real or personal property; and
    - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers compensation policy),

arising out of or in connection with the performance of this Contract (including the provision of the Goods and/or Services) by the Contractor; and
  - (e) be endorsed to cover:
    - (i) the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Contract; and
    - (ii) sudden and accidental pollution.
- 43.7 In addition to any *compulsory motor vehicle third party insurance* required to be taken out by the Contractor under any Legal Requirement, the Contractor must also maintain *vehicle and equipment insurance* for the Contractor's vehicles, registered plant and equipment used in connection with this Contract whether owned, hired or leased (**'Contractor's Vehicles'**). The vehicle and equipment liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) cover against all loss and/or damage to the Contractor's Vehicles;
  - (c) cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Contractor's Vehicles;
  - (d) be for an amount of not less than the market value of the plant and equipment, and otherwise for not less than the amount set out in the Contract Specifics for any one claim or occurrence and unlimited in the aggregate; and
  - (e) other than compulsory motor vehicle third party insurance required by virtue of any Legal Requirement, to the extent available from the insurance market from time to time, be endorsed to contain a principal's indemnity extension in favour of the Principal.
- 43.8 The Contractor must insure against *liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor* including liability by statute and at common law. This insurance cover must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) to the extent permitted by any Legal Requirement, be extended to indemnify the Principal and Principal's Personnel for their statutory and common law liability to natural persons employed or engaged by the Contractor; and
  - (c) be for not less than the amount set out in the Contract Specifics in respect of any one event.
- 43.9 "NOT USED"
- 43.10 The Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance.

- 43.11 The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.
- 43.12 The Contractor must ensure that its Subcontractors are insured as required by this Clause 43, as appropriate (including as to amounts of insurance and type of insurance) given the nature of work to be performed by them, as if they were the Contractor.
- 43.13 The Contractor must, on or prior to the Start Date and otherwise when requested by the Principal, promptly satisfy the Principal that each Insurance it is required to procure and maintain under this Contract is current by providing to the Principal evidence reasonably required by the Principal including terms to the extent necessary to demonstrate compliance with this Contract. Nothing in this Clause will fix the Principal with notice of the contents of any policy and must not be raised as a defence to any claim by the Principal against the Contractor.
- 43.14 If the Contractor fails to procure and maintain the Insurance in accordance with this Contract, the Principal may, but is not obliged to procure and maintain any such Insurance and the cost of doing so will be a debt due and immediately payable from the Contractor to the Principal.
- 43.15 Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.
- 43.16 The Contractor must:
- (a) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with this Contract under any of the Insurances, except claims which the Principal may have against the Contractor; and
  - (b) where relevant provide all such assistance to the Principal as may be required for the preparation and negotiation of insurance claims.
- 43.17 The Insurances are primary, and not secondary, to the indemnities referred to in this Contract. The Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under the indemnities referred to in this Contract. In addition, the Parties acknowledge that if a claim is made under an Insurance policy by the Principal, it is their intention that the insurer cannot require the Principal to exhaust any indemnities referred to in this Contract before the insurer considers or meets the relevant claim.
- 43.18 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to this Contract in accordance with AS/NZS 4360-2004 Risk Management.

## **44 INDUSTRIAL AWARDS**

- 44.1 With respect to all work done in Western Australia under this Contract, the Contractor shall observe, perform and comply in all material respects with all relevant industrial awards, industrial agreements and orders of courts or industrial tribunals applicable to the Services and this Contract.
- 44.2 Failure by the Contractor to comply with Clause 44.1 hereof shall entitle the Principal by notice in writing to the Contractor to immediately terminate this Contract, but without prejudice to any other rights or remedies of the Principal.

## **45 GOVERNING LAW**

This Contract and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by, construed and take effect in accordance with the Laws of the State of Western Australia and the Parties hereby irrevocably agree that the courts of the State of Western Australia will have exclusive jurisdiction to settle any dispute that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes).

## 46 PROPORTIONATE LIABILITY

Each Party agrees that Part 1F of the *Civil Liability Act 2002* (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with:

- (a) this Contract; and
- (b) any of the Contractor's Subcontractors or the Subcontractor's personnel.

## 47 CONSTRUCTION CONTRACTS ACT

- 47.1 The Contractor must promptly and without delay, give the Principal's Representative a copy of any written communication of whatever nature in relation to the Construction Contracts Act that the Contractor gives to the Principal or receives from a Subcontractor.
- 47.2 If the Principal's Representative becomes aware that a Subcontractor engaged by the Contractor is entitled to suspend or has suspended work pursuant to the Construction Contracts Act, the Principal may in its absolute discretion pay the Subcontractor such money that may be owing to the Subcontractor in respect of that work and any amount paid by the Principal will be a debt due from the Contractor to the Principal.
- 47.3 The Contractor must ensure that none of its subcontracts contain terms which are prohibited by the Construction Contracts Act.

## 48 PERSONAL PROPERTY SECURITIES ACT

- 48.1 For the purposes of this Clause 48:
  - (a) the '**Principal's Personal Property**' means all personal property the subject of a security interest granted under this Contract; and
  - (b) words and phrases used in this Clause 48 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.
- 48.2 If the Principal determines that this Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:
  - (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
  - (b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
  - (c) enabling the Principal to exercise rights in connection with the security interest.
- 48.3 The Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.
- 48.4 The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:
  - (a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; or
  - (b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.
- 48.5 The Contractor must not:
  - (a) create any security interest or lien over any of the Principal's Personal Property whatsoever (other than security interests granted in favour of the Principal);

- (b) sell, lease or dispose of its interest in the Principal's Personal Property ;
- (c) give possession of the Principal's Personal Property to another person except where the Principal expressly authorises it to do so;
- (d) permit any of the Principal's Personal Property to become an accession to or commingled with any asset that is not part of the Goods; or
- (e) change its name without first giving the Principal 15 Business Days notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.

48.6 Everything the Contractor is required to do under this Clause 48 is at the Contractor's expense.

48.7 Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other Party authorises, the disclosure of such information. This Clause 48 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

## **49 APPLICATION OF THIS CONTRACT**

This Contract applies to the performance of the Contractor's obligations under this Contract whether performed before, on or after the Start Date.

## Schedule 1 Contract Specifics

<b>Framework Agreement</b>	No
<b>Contract Price</b>	As described in the RFT Document.
<b>Principal's Representative</b>	As described in the RFT Document.  PLACEHOLDER  Address: PLACEHOLDER Telephone: PLACEHOLDER Facsimile: PLACEHOLDER Email: PLACEHOLDER
<b>Contractor's Representative</b>	<b>PLACEHOLDER</b>  Address: PLACEHOLDER Telephone: PLACEHOLDER Facsimile: PLACEHOLDER Email: PLACEHOLDER
<b>Start Date</b>	As described in the RFT Document.
<b>End Date</b>	The earlier of: (a) As described in the RFT Document. (b) the date this Contract is terminated under Clause 39.
<b>Goods to be supplied</b>	As described in the RFT Document.
<b>Services to be provided</b>	As described in the RFT Document.
<b>Completion Date</b>	As described in the RFT Document.
<b>Delivery Point</b>	As described in the RFT Document.
<b>Site</b>	As described in the RFT Document.
<b>Defects Liability Period</b>	12 months
<b>Minimum level of Public Liability Insurance Cover required</b>	\$20,000,000 for one claim; and \$20,000,000 in the aggregate.
<b>Minimum level of Product Liability Insurance Cover required</b>	\$20,000,000 for one claim; and \$20,000,000 in the aggregate.
<b>Minimum level of Contractor's Vehicle Insurance Cover required</b>	As described in the RFT Document.
<b>Minimum Employee Insurance Cover required</b>	As provided for by the Act at Common Law in the minimum amount of \$50,000,000
<b>Public and Product Liability Insurance End Date</b>	12 months from the date of delivery of the Goods or 12 months from the End Date, which ever is earlier.
<b>Contractor's Vehicles Insurance End Date</b>	2 months from the date of delivery of the Goods or 2 months from the End Date, which ever is earlier.
<b>Employee Insurance End Date</b>	2 months from the date of delivery of the Goods or 2 months from the End Date, which ever is earlier.
<b>Details required in Progress Claims and Invoices</b>	As described in the RFT Document.

<b>Liquidated Damages</b>	\$500 per day
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Executed as an agreement

**Principal**

**Principal**

The common seal of **Shire of Sandstone**

Was hereunto affixed pursuant to a resolution of the **Shire of Sandstone** in the presence of:

*sign here ►* \_\_\_\_\_  
Chairperson / Mayor / Shire President

*print name* \_\_\_\_\_

*sign here ►* \_\_\_\_\_  
Chief Executive Officer

*print name* \_\_\_\_\_

\_\_\_\_\_



**Contractor**

Signed by

**PLACEHOLDER**

In accordance with Section 127 of the Corporations Act 2001 (Cth) by

*sign here* ► \_\_\_\_\_  
Company Secretary / Director

*print name* \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

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