



MINUTES

25th of JUNE 2025

ORDINARY COUNCIL MEETING

Held at the Shire of upper Gascoyne's Administration Building located at 4 Scott Street, Gascoyne Junction, commencing at 10.30am

DISCLAIMER

Disclaimer

The advice and information contained herein is given by and to the Council without liability or responsibility for its accuracy. Before placing any reliance on this advice or information, a written inquiry should be made to the Council giving entire reasons for seeking the advice or information and how it is proposed to be used.

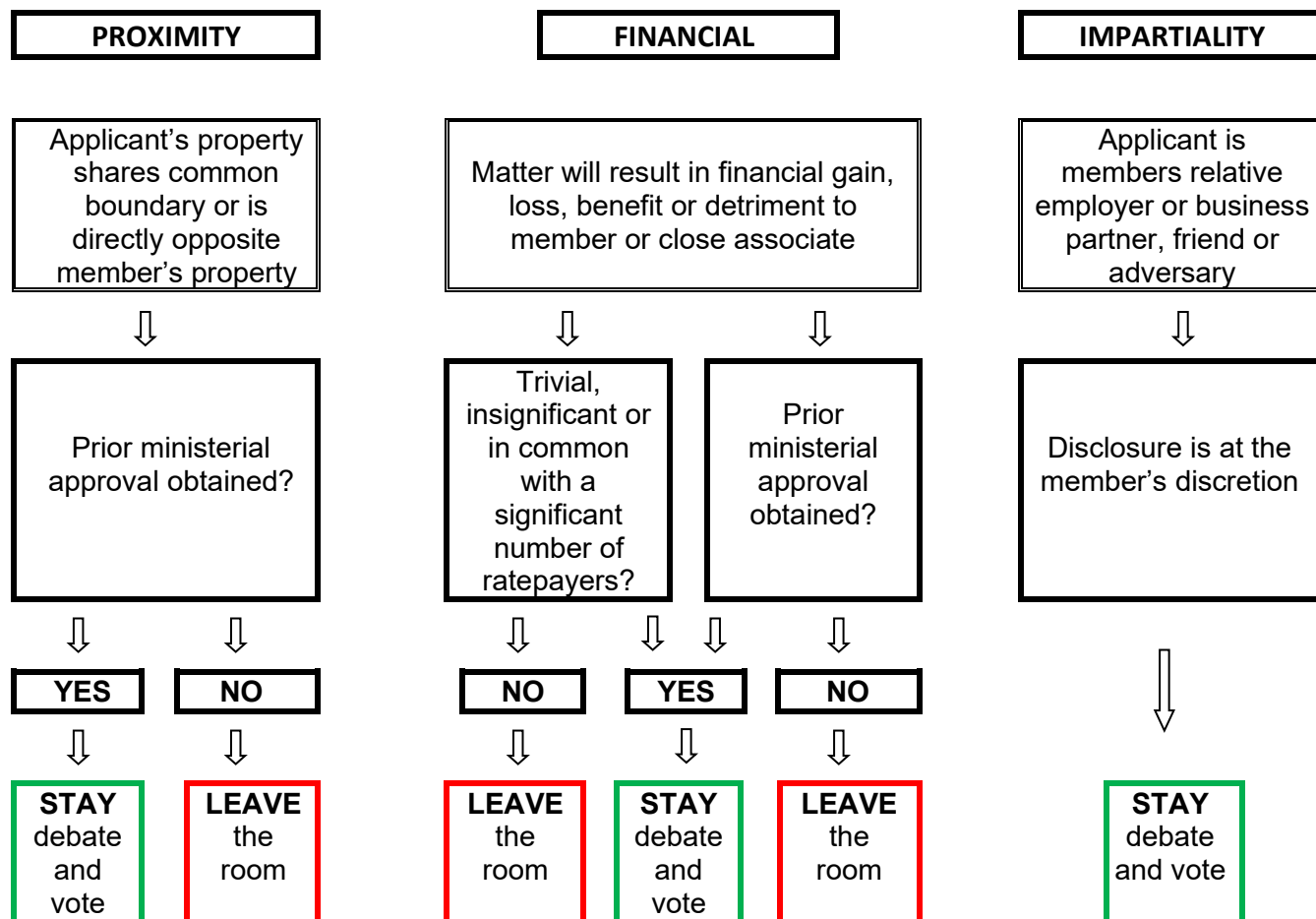
Please note this agenda contains recommendations which have not yet been adopted by Council.

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John McCleary, JP
CHIEF EXECUTIVE OFFICER

* Declaring an Interest



Local Government Act 1995 - Extract

5.65 - Members' interests in matters to be discussed at meetings to be disclosed.

(1) A member who has an interest in any matter to be discussed at a council or committee meeting that will be attended by the member must disclose the nature of the interest:

(Penalties apply).

(2) It is a defense to a prosecution under this section if the member proves that he or she did not know:

(a) that he or she had an interest in the matter; or (b) that the matter in which he or she had an interest would be discussed at the meeting.

(3) This section does not apply to a person who is a member of a committee referred to in section 5.9(2)(f).

5.70 - Employees to disclose interests relating to advice or reports.

(1) In this section: 'employee' includes a person who, under a contract for services with the local government, provides advice or a report on a matter.

(2) An employee who has an interest in any matter in respect of which the employee is providing advice or a report directly to the council or a committee must disclose the nature of the interest when giving the advice or report.

(3) An employee who discloses an interest under this section must, if required to do so by the council or committee, as the case may be, disclose the extent of the interest. (Penalties apply).

5.71 - Employees to disclose interests relating to delegated functions.

If, under Division 4, an employee has been delegated a power or duty relating to a matter and the employee has an interest in the matter, the employee must not exercise the power or discharge the duty and:

(a) in the case of the CEO, must disclose to the mayor or president the nature of the interest as soon as practicable after becoming aware that he or she has the interest in the matter; and (b) in the case of any other employee, must disclose to the CEO the nature of the interest as soon as practicable after becoming aware that he or she has the interest in the matter. (Penalties apply).

'Local Government (Administration) Regulations 1996 – Extract

In this clause and in accordance with Regulation 34C of the Local Government (Administration) Regulations 1996:

"Interest" means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.

SHIRE OF UPPER GASCOYNE
MINUTES FOR THE ORDINARY MEETING OF COUNCIL HELD AT THE SHIRES ADMINISTRATION
BUILDING ON THE 25th OF JUNE COMMENCING AT 10.30 AM

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SHIRE OF UPPER GASCOYNE
MINUTES FOR THE ORDINARY MEETING OF COUNCIL HELD AT THE SHIRES
ADMINISTRATION BUILDING ON THE 25th OF JUNE COMMENCING AT 10.30 AM

1. DECLARATION OF OPENING / ANNOUNCEMENTS OF VISITORS

The Shire President welcomed those present and declared the meeting open at 10.30am

2. ATTENDANCE, APOLOGIES AND APPROVED LEAVE OF ABSENCE

2.1 Councillors

Cr J. Caunt	Shire President
Cr H. McTaggart	Deputy Shire President
Cr B. Walker	Councillor
Cr R. Hoseason-Smith	Councillor
Cr A. McKeough	Councillor
Cr W. Baston	Councillor (Via Zoom)
Cr P. Windie	Councillor

Staff

John McCleary	Chief Executive Officer
Jarrod Walker	Executive Manager of Works
Andrea Pears	Executive Manager of Finance and Corporate Services
Cherie Walker	Senior Corporate Services Officer

Visitors

Josh Kirk	Greenfields Technical Services
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2.2 Absentees

2.3 Leave of Absence previously approved

3. APPLICATION FOR LEAVE OF ABSENCE

Council Resolution No: 01062025			
MOVED:	CR: H. MCTAGGART	SECONDED:	CR: R. HOSEAON-SMITH
That Councillor authorise for Councillor Blanche Walker to be absent from the July Council meeting being held on the 23rd of July 2025. FOR: CR J CAUNT AGAINST: CR CR H MCTAGGART CR W BASTON – (VIA ZOOM) CR R HOSEASON-SMITH			

CR A MCKEOUGH

CR P WINDIE

F/A: 6/0

4. PUBLIC QUESTION TIME

4.1 Questions on Notice

Nil

4.2 Questions without Notice

5. DISCLOSURE OF INTEREST

6. PETITIONS/DEPUTATIONS/PRESENTATIONS

7. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

8. MATTERS FOR WHICH THE MEETING MAY GO BEHIND CLOSED DOORS

Nil

9. CONFIRMATION OF MINUTES FROM PREVIOUS MEETINGS

9.1 Ordinary Meeting of Council held on 28th of May 2025.

OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution No: 02062025			
MOVED:	CR: B. WALKER	SECONDED:	CR: A. MCKEOUGH
That the Unconfirmed Minutes from the Ordinary Meeting of Council held on the 28 th of May 2025 be confirmed as a true and correct record of proceedings.			
FOR: CR J CAUNT CR H MCTAGGART CR B WALKER CR W BASTON - VIA ZOOM CR R HOSEASON-SMITH CR A MCKEOUGH CR P WINDIE		AGAINST: CR	
F/A: 7/0			

10. AGENDA ITEMS

10.1 ACCOUNTS & STATEMENTS OF ACCOUNTS

Applicant:	Shire of Upper Gascoyne
Disclosure of Interest:	Nil
Author:	Andrea Pears - Executive Manager of Finance and Corporate Services
Date:	15 June 2025
Matters for Consideration:	To receive the List of Accounts Due & Submitted to Ordinary Council Meeting on Wednesday the 28th of June 2025 as attached – see Appendix 1. In addition to the List of Accounts and as part of this agenda report, Council are also requested to receive the Legal Expenses report. This report details all legal costs incurred to the end of this reporting period for both general legal and rates debt recovery expenses – refer to Appendix 1.
Background:	The local government under its delegated authority to the CEO to make payments from the municipal and trust funds is required to prepare a list of accounts each month showing each account paid and presented to Council at the next ordinary Council meeting. The list of accounts prepared and presented to Council must form part of the minutes of that meeting.
Comments:	The list of accounts are for the month of May 2025
Statutory Environment:	Local Government (Financial Management Regulations) 1996 13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc. (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared — (a) the payee's name; and (b) the amount of the payment; and (c) the date of the payment; and (d) Sufficient information to identify the transaction. (2) A list of accounts for approval to be paid is to be prepared each month showing — (a) for each account which requires council authorisation in that month — (i) the payee's name; and (ii) the amount of the payment; and (iii) sufficient information to identify the transaction; and

	(b) the date of the meeting of the council to which the list is to be presented. (3) A list prepared under sub regulation (1) or (2) is to be — (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and (b) recorded in the minutes of that meeting.
Policy Implications:	Purchasing Policy
Financial Implications:	2024/2025 Budget
Strategic Implications:	SCP – Objective 4 – Our Leadership – 4.2 An efficient and effective organisation. Strategy 4.2.2 Maintain accountability and financial responsibility through effective planning. Strategy 4.2.3 Comply with statutory and legislative requirements.

Risk:

Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

Risk Category	Description	Rating	Mitigating Actions
Financial Impact	Payments are made without appropriate budget authority	2 / 2 – Low	Purchasing Policy provides for differing levels of Purchase Order Authority and works in conjunction with committing funds against an authorised budget
Health	N/A	N/A	
Service Interruption	N/A	N/A	
Compliance	N/A	N/A	
Reputational	N/A	N/A	
Property	N/A	N/A	
Environment	N/A	N/A	
Fraud	Accounting Fraud	4 / 1 - Low	Internal Controls are in place, including using Eftsure which checks the creditor to ensure bank, contact details, ABN are correct, matching PO's with invoices, sign off by responsible officers, bank payments to be authorised by two officers exclusive of the PO authorising officer.

Consultation:	Nil														
Voting requirement:	Simple Majority														
Officer's Recommendation:	<i>That Council endorse the payments for the period 1st of May 2025 to the 31st of May 2025 as listed, which have been made in accordance with delegated authority per LGA 1995 s5.42 and receive the Legal Expenses Report detailing all legal costs incurred to the 31st of May 2025.</i> <table border="1"> <tr> <td>May 2025</td> <td></td> </tr> <tr> <td>Municipal Fund Bank EFTs</td> <td>\$1,905,024.48</td> </tr> <tr> <td>Cheque</td> <td>\$ 33,054.08</td> </tr> <tr> <td>Net Payroll</td> <td>\$ 108,593.72</td> </tr> <tr> <td>BPAY/Direct Debit</td> <td>\$ 28,483.21</td> </tr> <tr> <td>TOTAL</td> <td>\$2,075,155.49-</td> </tr> </table>			May 2025		Municipal Fund Bank EFTs	\$1,905,024.48	Cheque	\$ 33,054.08	Net Payroll	\$ 108,593.72	BPAY/Direct Debit	\$ 28,483.21	TOTAL	\$2,075,155.49-
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TOTAL	\$2,075,155.49-														
Council Resolution No: 03062025															
MOVED:	CR: H. MTAGGART	SECONED:	CR: R. HOSEASON-SMITH												
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10.2 MONTHLY FINANCIAL STATEMENT	
Applicant:	Shire of Upper Gascoyne
Disclosure of Interest:	None
Author:	Andrea Pears - Executive Manager of Finance and Corporate Services
Date:	15 June 2025
Matters for Consideration:	The Statement of Financial Activity for the period of May 2025, includes the following reports: • Statement of Financial Activity • Significant Accounting Policies • Graphical Representation – Source Statement of Financial Activity • Net Current Funding Position • Cash and Investments • Major Variances • Budget Amendments • Receivables • Grants and Contributions • Cash Backed Reserve • Capital Disposals and Acquisitions • Trust Fund see Appendix 2
Background:	Under the Local Government (Financial Management Regulations 1996), a monthly Statement of Financial Activity must be submitted to an Ordinary Council meeting within 2 months after the end of the month to which the statement relates. The statement of financial activity is a complex document but presents a complete overview of the financial position of the local government at the end of each month. The Statement of Financial Activity for each month must be adopted by Council and form part of the minutes.
Comments:	The Statement of Financial Activity is for the month of May 2025
Statutory Environment:	Local Government Act 1995 – Section 6.4 Local Government (Financial Management Regulations) 1996 – Sub-regulation 34.
Policy Implications:	Nil
Financial Implications:	Nil
Strategic Implications:	SCP – Objective 4 – Our Leadership – 4.2 An efficient and effective organisation. Strategy 4.2.2 Maintain accountability and financial responsibility through effective planning. Strategy 4.2.3 Comply with statutory and legislative requirements.

Risk:

Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

Risk Category	Description	Rating	Mitigating Actions
Financial Impact	Stakeholders may withdraw funding if the statements are not prepared according to the regulatory framework	2 / 2 – Low	Financial statements are prepared on time and according to the applicable Legislation and Regulations.
Health	N/A	N/A	N/A
Service Interruption	N/A	N/A	N/A
Compliance	N/A	2 / 2 – Low	Ensure that the Financial Statements are prepared on time and according to the applicable Legislation and Regulations.
Reputational	N/A	N/A	High priority has been placed on preparing Statutory reporting within legislated timeframes.
Property	N/A	N/A	N/A
Environment	N/A	N/A	N/A
Fraud	N/A	N/A	N/A

Consultation:	Nil
Voting requirement:	Simple Majority
Officer's Recommendation:	That Council receive the Financial Statements, prepared in accordance with the Local Government (Financial Management) Regulations, for the period of January and February 2025.

Council Resolution No: 04062025

MOVED:	CR: P. WINDIE	SECONDED:	CR: B. WALKER
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That Council receive the Financial Statements, prepared in accordance with the Local Government (Financial Management) Regulations, for the period of January and February 2025.

FOR: CR J CAUNT
CR H MCTAGGART
CR B WALKER
CR W BASTON - VIA ZOOM
CR R HOSEASON-SMITH

AGAINST: CR

CR A MCKEOUGH
CR P WINDIE

F/A: 7/0

10.3 SUPERANNUATION FOR COUNCIL MEMBERS	
Applicant:	Shire of Upper Gascoyne
Disclosure of Interest:	Nil
Author:	Cherie Walker- SCSO / John McCleary – CEO
Date:	5 th June 2025
Matters for Consideration:	Council is requested to reaffirm its stance on whether to support or not support the payment of superannuation to council members.
Background:	Following passage of the Local Government Amendment Act 2024, new sections 5.99B to 5.99E of the Local Government Act 1995 (the Act) will allow local governments to resolve by absolute majority to make superannuation contributions for council members from 1 February 2025.

Comments:	From 1 February 2025 all local governments will have the option to resolve by absolute majority to make superannuation contributions for council members. From 19 October 2025, it will become mandatory for class 1 and 2 local governments to make superannuation contributions. For class 3 and 4 local governments, the payment will remain optional for each council to decide if they want to make superannuation contributions to council members. Where a local government is required to, or resolves to, make superannuation contributions, individual council members may choose to 'opt out' of receiving superannuation. Superannuation contribution payments for council members will be made in addition to any other fees and allowances. These will sit outside the threshold for fees and allowances set by the Salaries and Allowances Tribunal. Council members may receive various types of fees and allowances, in accordance with the Act and the relevant determination of the Salaries and Allowance Tribunal. The requirement to make superannuation contribution payments in respect of these fees and allowances is to be determined in accordance with Commonwealth Superannuation Guarantee (Administration) Act 1992 (SG Act) and the further guidance provided in Superannuation Guarantee Ruling SGR 2009/2. It has been advised that councils seek taxation advice regarding what allowances, if any, will be included in the superannuation calculation. While council members are not considered employees under the SG Act, they are to be treated in the same manner as employees of the local government for the purposes of calculating superannuation contribution payments. The payment is to be the same required under the SG Act. By 1 July 2025, the superannuation guarantee rate will be 12 per cent.
Statutory Environment:	Local Government Act 1995, section 5.99B to 5.99E.
Policy Implications:	Nil
Financial Implications:	The cost of paying superannuation for council members will need to be included in the 25/26 annual budget.
Strategic Implications:	Nil

Risk:

Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

Risk Category	Description	Rating	Mitigating Actions
Financial Impact		N/A	
Health	N/A	N/A	N/A
Service Interruption	N/A	N/A	N/A
Compliance	To ensure compliance with the changes to the Local Government Act.	4 / 2 – Low	Put an item before Council for their consideration.
Reputational	N/A	3/3 - Moderate	
Property	N/A	N/A	N/A
Environment	N/A	N/A	N/A
Fraud	N/A	N/A	N/A

Consultation:	Councillors		
Voting requirement:	Absolute Majority		
Officer's Recommendation:	That Council 1. approves the payment of superannuation to Council Members that nominate to receive payment; and 2. that Councillors xx, xx opt in.		
Council Resolution No:05062025			
MOVED:	CR: A. MCKEOUGH	SECONDED:	CR: H. MCTAGGART
That Council 1. approves the payment of superannuation to Council Members that nominate to receive payment; and that Councillors A. McKeough, J. Caunt, P. Windie, B. Walker and W. Baston opt in.			
FOR:	CR J CAUNT CR H MCTAGGART CR B WALKER CR W BASTON - VIA ZOOM	AGAINST:	CR

CR R HOSEASON-SMITH
CR A MCKEOUGH
CR P WINDIE

F/A: 7/0

10.4 USE OF EQUOTES TO PROCURE ENGINEERING AND PROJECT MANAGEMENT FOR LANDOR BYPASS AND GASCOYNE RIVER CROSSING UPGRADES	
Applicant	Shire of Upper Gascoyne
Disclosure of Interest:	NIL
Author:	Jarrold Walker - Manager of Works and Services
Date:	13 th June 2025
Matters for Consideration:	To authorise CEO and Works Manager to utilise the WALGA Preferred Supplier Portal to procure Project Management and Engineering services for the upgrade of Landor Mount Augustus Road Landor Bypass and Gascoyne River Crossing upgrades.
Background:	The Shire of Upper Gascoyne recently received funding to upgrade the Gascoyne River Crossing and realignment of a bypass around the Landor homestead on the Landor Mount Augustus Road. To ensure the works are delivered on time, within budget and to specification the shire requires a suitably qualified consultant to project management while providing engineering services.
Comments:	To deliver this project within the 2025/26 financial year it is imperative that we appoint a project manager as quickly as possible. The WALGA Preferred Supplier Portal is the quickest and most efficient method to do so. It is estimated that the cost of the provision of project and engineering services for this project will be in excess of \$1,000,000, as such the procurement for such is either via public tender or using WALGA's Preferred Supplier Program. Given the complexities and tight time frame in which to complete this project it is requested that the Administration only seek one quote.
Statutory Environment:	Local Government Act 1995 Local Government (Function and General) Regulations 1996.
Policy Implications:	Purchasing Policy
Financial Implications:	2025 / 26 Budget – Funding has been approved and sourced from MWRA
Strategic Implications:	Strategy 3.2.2 Maintenance and upgrade of infrastructure Planned Timing Corporate Business Plan Actions 3.2.2.2 Maintain and upgrade infrastructure in line with asset management planning.

Risk Assessment:

Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

Risk Category	Description	Rating	Mitigating Actions
Health	N/A	N/A	
Financial Impact	Project goes over budget or not completed on time	L3	Conduct eQuote and engage suitably qualified project manager to oversee the project.
Service Interruption	N/A	N/A	
Compliance	Conduct eQuote without seeking Council approval	L3	Utilise eQuote portal
Reputational	N/A	N/A	N/A
Property	N/A	N/A	N/A
Environment	N/A	N/A	N/A
Fraud	N/A	N/A	N/A

Consultation:

Nil

Voting requirement:

Simple Majority

Officer's Recommendation:

That Council:

1. Approve the CEO to utilise the WALGA Preferred Supplier Portal and seek one quote to procure Project Management and Engineering services for the upgrade of Landor Mount Augustus Road Landor Bypass and Gascoyne River Crossing upgrades, and
2. For the CEO to award the contract to a value of \$1,200,000.

Council Resolution No: 06062025

MOVED:

CR: B. WALKER

SECONDED:

CR: H. MCTAGGART

That Council:

1. Approve the CEO to utilise the WALGA Preferred Supplier Portal and seek one quote to procure Project Management and Engineering services for the upgrade of Landor Mount Augustus Road Landor Bypass and Gascoyne River Crossing upgrades, and

For the CEO to award the contract to a value of \$1,200,000.

FOR: CR J CAUNT
CR H MCTAGGART
CR B WALKER
CR W BASTON - VIA ZOOM

AGAINST: CR

CR R HOSEASON-SMITH
CR A MCKEOUGH
CR P WINDIE

F/A: 7/0

10.5 RESCIND COUNCIL RESOLUTION 07052025

Applicant: Shire of Upper Gascoyne

Disclosure of Interest: Nil

Author: Jarrod Walker – Manager of Works and Services

Date: 13th June 2025

Matters for Consideration:

To rescind council resolution 07052025:

That Councils adopt the following decision criteria for RFT01 25-26 Carnarvon Mullewa Upgrade to Seal Earthworks 2025-26:

Description of Criteria	Weighting
Quality and Completeness of Road Construction Plant / Equipment	15%
Demonstrated Remote Area Sealed Road Construction Experience	25%
Demonstrated Local Knowledge of Sourcing and Managing Appropriate Materials	25%
Capacity to Commence and Complete Contract Works within Designated Time Frame	25%
Provisions for mechanical and logistical support	10%

Background:	At the previous may Council meeting, Council made a resolution to endorse the decision criteria of RFT01 25-26 Landor Mt Augustus realignment Clearing Earthworks. At the time the Shire had been allocated \$375,000 to perform clearing and preliminary works to carry out the earthworks associated with surveyor set out and clearing of the proposed Landor Homestead bypass on the Landor Mount Augustus Road. The project has obtained all of its obligatory permits and clearances however did not have the funds available to complete the entire project. To comply with the clearing permit's specified timeframe it was decided to use the \$375,000 to do the clearing in the 2025-26 financial year. Funds to complete the remainder of the project would be sought at a later date.
Comments:	However, since the May meeting, we have been informed that MRWA will fund the remainder of the project in the 2025-26 financial year also. Now that we have sufficient funds to complete the whole project it is recommended that rescind resolution 07052025 and seek a suitably qualified contractor to perform all the works including the clearing. In the one tender.
Statutory Environment:	Local Government Act 1995 Local Government (Function and General) Regulations 1996.
Policy Implications:	Purchasing Policy
Financial Implications:	2025 / 26 Budget – Funding has been approved and sourced from MWRA
Strategic Implications:	Strategy 3.2.2 Maintenance and upgrade of infrastructure Planned Timing Corporate Business Plan Actions 3.2.2.2 Maintain and upgrade infrastructure in line with asset management planning. SCP – Key Objective 2 – Economic – Our Prosperity Strategy 2.1.1 – Provide appropriate network infrastructure, supporting our community, local pastoral and mining industries and tourism. CBP – 2.1.1.2 Continue to undertake road works in line with the 2040 Roads of Regional Significance document.
Risk:	

Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

Risk Category	Description	Rating	Mitigating Actions
Financial Impact	Shire's 1/3 contribution totalling \$125,000	Low 4	Allocated funding in 25/26 budget
Health	N/A	N/A	
Service Interruption	N/A	N/A	
Compliance	Outstanding resolution not met	Low 4	Need to rescind resolution prior retendering a new scope of works
Reputational	N/A	N/A	
Property	N/A	N/A	
Environment	N/A	N/A	
Fraud			

Consultation:	Nil														
Voting requirement:	Simple Majority														
Officer's Recommendation:	That Council: Rescind Council resolution 07052025 to endorse the decision criteria of RFT01 25-26 Landor Mt Augustus realignment Clearing Earthworks <table><tr><th>Description of Criteria</th><th>Weighting</th></tr><tr><td>Quality and Completeness of Road Construction Plant / Equipment</td><td>15%</td></tr><tr><td>Demonstrated Remote Area Sealed Road Construction Experience</td><td>25%</td></tr><tr><td>Demonstrated Local Knowledge of Sourcing and Managing Appropriate Materials</td><td>25%</td></tr><tr><td>Capacity to Commence and Complete Contract Works within Designated Time Frame</td><td>25%</td></tr><tr><td>Provisions for mechanical and logistical support</td><td>10%</td></tr></table>			Description of Criteria	Weighting	Quality and Completeness of Road Construction Plant / Equipment	15%	Demonstrated Remote Area Sealed Road Construction Experience	25%	Demonstrated Local Knowledge of Sourcing and Managing Appropriate Materials	25%	Capacity to Commence and Complete Contract Works within Designated Time Frame	25%	Provisions for mechanical and logistical support	10%
Description of Criteria	Weighting														
Quality and Completeness of Road Construction Plant / Equipment	15%														
Demonstrated Remote Area Sealed Road Construction Experience	25%														
Demonstrated Local Knowledge of Sourcing and Managing Appropriate Materials	25%														
Capacity to Commence and Complete Contract Works within Designated Time Frame	25%														
Provisions for mechanical and logistical support	10%														
Council Resolution No: 07062025															
MOVED:	CR: R. HOSEASON-SMITH	SECONED:	CR: W. BASTON												
That Council: Rescind Council resolution 07052025 to endorse the decision criteria of RFT01 25-26 Landor Mt Augustus realignment Clearing Earthworks <table><tr><th>Description of Criteria</th><th>Weighting</th></tr><tr><td>Quality and Completeness of Road Construction Plant / Equipment</td><td>15%</td></tr><tr><td>Demonstrated Remote Area Sealed Road Construction Experience</td><td>25%</td></tr><tr><td>Demonstrated Local Knowledge of Sourcing and Managing Appropriate Materials</td><td>25%</td></tr><tr><td>Capacity to Commence and Complete Contract Works within Designated Time Frame</td><td>25%</td></tr></table>				Description of Criteria	Weighting	Quality and Completeness of Road Construction Plant / Equipment	15%	Demonstrated Remote Area Sealed Road Construction Experience	25%	Demonstrated Local Knowledge of Sourcing and Managing Appropriate Materials	25%	Capacity to Commence and Complete Contract Works within Designated Time Frame	25%		
Description of Criteria	Weighting														
Quality and Completeness of Road Construction Plant / Equipment	15%														
Demonstrated Remote Area Sealed Road Construction Experience	25%														
Demonstrated Local Knowledge of Sourcing and Managing Appropriate Materials	25%														
Capacity to Commence and Complete Contract Works within Designated Time Frame	25%														

Provisions for mechanical and logistical support	10%

FOR: **CR J CAUNT**
 CR H MCTAGGART
 CR B WALKER
 CR W BASTON - VIA ZOOM
 CR R HOSEASON-SMITH
 CR A MCKEOUGH
 CR P WINDIE

AGAINST: **CR**

F/A: 7/0

10.6

DECISION CRITERIA RFT02 2025-26 CONSTRUCT CONCRETE LOW-LEVEL CROSSINGS ON LANDOR MOUNT AUGUSTUS ROAD

Applicant:	Shire of Upper Gascoyne												
Disclosure of Interest:	Nil												
Author:	Jarrold Walker- Manager of Works and Services												
Date:	13 th June 2025												
Matters for Consideration:	To endorse the decision criteria for RFT02 2025-26 Construction of Two Concrete Low-Level Crossings on Landor Mount Augustus Road												
Background:	The Shire of Upper Gascoyne recently received funding to upgrade the Gascoyne River Crossing and construction of a realignment around the Landor homestead on the Landor Mount Augustus Road.												
Comments:	The funding of the realignment around the Landor Homestead includes the construction of two new crossings on the Aurilla Creek and Gascoyne River within the 2025/26 financial year. It is imperative that we go to tender to as soon as possible secure a suitably qualified contractor to construct these crossings to specification. To do so, Council must first endorse a selection criterion for the tender document. The following criteria has been successfully utilised on the construction of the Dalgety Brook crossings in the past and is recommended on this occasion. <table border="1"> <thead> <tr> <th>Criteria</th><th>Weighting</th></tr> </thead> <tbody> <tr> <td>Price</td><td>25%</td></tr> <tr> <td>Relevant previous similar experience</td><td>25%</td></tr> <tr> <td>Capacity to undertake work and tenderer's resources</td><td>15%</td></tr> <tr> <td>Key personnel skills and experience</td><td>15%</td></tr> <tr> <td>Demonstrated understanding and methodology</td><td>20%</td></tr> </tbody> </table>	Criteria	Weighting	Price	25%	Relevant previous similar experience	25%	Capacity to undertake work and tenderer's resources	15%	Key personnel skills and experience	15%	Demonstrated understanding and methodology	20%
Criteria	Weighting												
Price	25%												
Relevant previous similar experience	25%												
Capacity to undertake work and tenderer's resources	15%												
Key personnel skills and experience	15%												
Demonstrated understanding and methodology	20%												
Statutory Environment:	Local Government Act 1995 Local Government (Function and General) Regulations 1996.												
Policy Implications:	Purchasing Policy												
Financial Implications:	2025 / 26 Budget – Funding has been approved and sourced from MWRA												
Strategic Implications:	Strategy 3.2.2 Maintenance and upgrade of infrastructure Planned Timing Corporate Business Plan Actions 3.2.2.2 Maintain and upgrade infrastructure in line with asset management planning. SCP – Key Objective 2 – Economic – Our Prosperity Strategy 2.1.1 – Provide appropriate network infrastructure, supporting our community, local pastoral and mining industries and tourism. CBP – 2.1.1.2 Continue to undertake road works in line with the 2040 Roads of Regional Significance document.												

Risk Assessment:

Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

Risk Category	Description	Rating	Mitigating Actions
Health	N/A	N/A	N/A
Financial Impact	Failure to complete project within financial year will impact future funding.	3 / 4 - 12	Engage external plant and equipment to complete works within timeframe
Service Interruption	N/A	N/A	N/A
Compliance	N/A	N/A	N/A
Reputational	Failure to complete projects within financial year will impact SUG's reputation with other RRG members and MRWA.	3 / 3 - 9	Engage external plant and equipment to complete works within timeframe
Property	N/A	N/A	N/A
Environment	N/A	N/A	N/A
Fraud	N/A	N/A	N/A

Consultation:

CEO and Works Manager

Voting requirement:

Simple Majority

Officer's Recommendation:

That Council endorse the following decision criteria for RFT02 2025-26 Construction of Two Concrete Low level Crossings on Landor Mount Augustus Road:

Criteria	Weighting
Price	25%
Relevant previous similar experience	25%
Capacity to undertake work and tenderer's resources	15%
Key personnel skills and experience	15%
Demonstrated understanding and methodology	20%

Council Resolution No: 08062025

MOVED:	CR: P. WINDIE	SECONDED:	CR: B. WALKER
<i>That Council endorse the following decision criteria for RFT02 2025-26 Construction of Two Concrete Low level Crossings on Landor Mount Augustus Road:</i>			
Criteria		Weighting	
<i>Price</i>		<i>25%</i>	
<i>Relevant previous similar experience</i>		<i>25%</i>	
<i>Capacity to undertake work and tenderer's resources</i>		<i>15%</i>	
<i>Key personnel skills and experience</i>		<i>15%</i>	
<i>Demonstrated understanding and methodology</i>		<i>20%</i>	
FOR: CR J CAUNT CR H MCTAGGART CR B WALKER CR W BASTON - VIA ZOOM CR R HOSEASON-SMITH CR A MCKEOUGH CR P WINDIE		AGAINST: CR	
F/A: 7/0			

10.7 DECISION CRITERIA RFT03 2025-26 PLANT AND LABOUR HIRE FOR CONSTRUCTION OF LANDOR BYPASS REALIGNMENT

Applicant:	Shire of Upper Gascoyne										
Disclosure of Interest:	Nil										
Author:	Jarrold Walker- Manager of Works and Services										
Date:	13 th June 2025										
Matters for Consideration:	To endorse the decision criteria for RFT03 2025-26 Plant and Labour Hire for Construction of Landor Bypass Realignment on Landor Mount Augustus Road.										
Background:	The Shire of Upper Gascoyne recently received funding for construction of a realignment around the Landor homestead on the Landor Mount Augustus Road.										
Comments:	We are required to complete the construction of the realignment around the Landor Homestead is to be completed in the 2025-26 financial year. It is imperative that we go to tender to as soon as possible secure a suitably qualified contractor to construct the new bypass to align with the construction of two concrete crossings on the same route. To do so, Council must first endorse a selection criterion for the tender document. The following criteria has been successfully utilised on the upgrade to seal on the Carnarvon Mullewa Road in the past and is recommended on this occasion. <table border="1"> <tr> <td>Quality and Completeness of Road Construction Plant/Equipment (15%)</td><td>15%</td></tr> <tr> <td>Demonstrated Remote Area Construction Experience (25%)</td><td>25%</td></tr> <tr> <td>Demonstrated local knowledge of sourcing appropriate materials (25%)</td><td>25%</td></tr> <tr> <td>Capacity to commence and complete contract works within the designated timeframe (25%)</td><td>25%</td></tr> <tr> <td>Provision of mechanical and logistical support</td><td>10%</td></tr> </table>	Quality and Completeness of Road Construction Plant/Equipment (15%)	15%	Demonstrated Remote Area Construction Experience (25%)	25%	Demonstrated local knowledge of sourcing appropriate materials (25%)	25%	Capacity to commence and complete contract works within the designated timeframe (25%)	25%	Provision of mechanical and logistical support	10%
Quality and Completeness of Road Construction Plant/Equipment (15%)	15%										
Demonstrated Remote Area Construction Experience (25%)	25%										
Demonstrated local knowledge of sourcing appropriate materials (25%)	25%										
Capacity to commence and complete contract works within the designated timeframe (25%)	25%										
Provision of mechanical and logistical support	10%										
Statutory Environment:	Local Government Act 1995 Local Government (Function and General) Regulations 1996.										
Policy Implications:	Purchasing Policy										
Financial Implications:	2025 / 26 Budget – Funding has been approved and sourced from MWRA										

Strategic Implications:	Strategy 3.2.2 Maintenance and upgrade of infrastructure Planned Timing Corporate Business Plan Actions 3.2.2.2 Maintain and upgrade infrastructure in line with asset management planning. SCP – Key Objective 2 – Economic – Our Prosperity Strategy 2.1.1 – Provide appropriate network infrastructure, supporting our community, local pastoral and mining industries and tourism. CBP – 2.1.1.2 Continue to undertake road works in line with the 2040 Roads of Regional Significance document.
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Risk Assessment:

Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

Risk Category	Description	Rating	Mitigating Actions
Health	N/A	N/A	N/A
Financial Impact	Failure to complete project within financial year will impact future funding.	3 / 4 - 12	Engage external plant and equipment to complete works within timeframe
Service Interruption	N/A	N/A	N/A
Compliance			
Reputational	Failure to complete projects within financial year will impact SUG's reputation with other RRG members and MRWA.	3 / 3 - 9	Engage external plant and equipment to complete works within timeframe
Property	N/A	N/A	N/A
Environment	N/A	N/A	N/A
Fraud	N/A	N/A	N/A

Consultation:	CEO and Works Manager
Voting requirement:	Simple Majority

**Officer's
Recommendation:**

That Council endorse the following decision criteria for RFT 03 25-26 Plant and Labour Hire for Construction of Landor Bypass:

<i>Quality and Completeness of Road Construction Plant/Equipment (15%)</i>	<i>15%</i>
<i>Demonstrated Remote Area Construction Experience (25%)</i>	<i>25%</i>
<i>Demonstrated local knowledge of sourcing appropriate materials (25%)</i>	<i>25%</i>
<i>Capacity to commence and complete contract works within the designated timeframe (25%)</i>	<i>25%</i>
<i>Provision of mechanical and logistical support</i>	<i>10%</i>

Council Resolution No: 09062025

MOVED:

CR: W. BASTON

SECONDED:

CR: R. HOSEASON-SMITH

That Council endorse the following decision criteria for RFT 03 25-26 Plant and Labour Hire for Construction of Landor Bypass:

<i>Quality and Completeness of Road Construction Plant/Equipment (15%)</i>	<i>15%</i>
<i>Demonstrated Remote Area Construction Experience (25%)</i>	<i>25%</i>
<i>Demonstrated local knowledge of sourcing appropriate materials (25%)</i>	<i>25%</i>
<i>Capacity to commence and complete contract works within the designated timeframe (25%)</i>	<i>25%</i>
<i>Provision of mechanical and logistical support</i>	<i>10%</i>

FOR: CR J CAUNT
CR H MCTAGGART
CR B WALKER
CR W BASTON - VIA ZOOM
CR R HOSEASON-SMITH
CR A MCKEOUGH
CR P WINDIE

AGAINST: CR

F/A: 7/0

10.8 PROVISION OF PLANT AND LABOUR HIRE FOR CARNARVON MULLEWA UPGRADE 2025/26	
Applicant:	Shire of Upper Gascoyne
Disclosure of Interest:	Nil
Author:	Jarod Walker- Works Manager
Date:	13 th June 2024
Matters for Consideration:	To accept / reject tender received to carry out work associated with RFT 09 25-26 Carnarvon Mullewa Road Upgrades.
Background:	The Shire of Upper Gascoyne (Shire) seeks to engage an experienced road construction contractor to undertake capital road upgrade works on the Carnarvon Mullewa Rd. The works are funded via a direct grant from Main Roads WA (MRWA) to the Shire. The works comprise clearing, topsoil stripping, construction of embankment foundation, subgrade and gravel pavements, construction of drainage elements, maintenance of all roads used as part of the construction works and sourcing and supplying all materials including borrow fill material, gravel materials, and construction water. The works will be completed by one contractor. Bitumen spray sealing of the upgraded road construction work will be completed by others. All works are required to be completed by 30 June 2026. Greenfield Technical Services (Greenfield), acting on instruction from the Shire prepared the Request for Tender (RFT) documents for RFT 01 25-26 Carnarvon Mullewa Rd Upgrades 2025.
Comments:	<i>The evaluation report prepared by Greenfields to be distributed to councillors once received.</i>
Statutory Environment:	Local Government (Functions and General) Regulations 1996 Reg 18 Rejecting and accepting tenders (4) Tenders that have not been rejected under sub regulation (1), (2), or (3) are to be assessed by the local government by means of a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept and it is to decide which of them (if any) it thinks it would be most advantageous to the local government to accept. (5) The local government may decline to accept any tender.
Policy Implications:	Purchasing Policy
Financial Implications:	2025/26 Budget has an allocation from SIP MRWA.

Strategic Implications:	Key Objective 2 Economic Our Prosperity A growing local economy, encouraging commercial diversity Outcome 2.1: An appropriate transport network supporting local industry Strategy 2.1.1 Provide appropriate transport network infrastructure, supporting our community, local pastoral and mining industries and tourism
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Risk Assessment:

Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

Risk Category	Description	Rating	Mitigating Actions
Health	N/A	N/A	N/A
Financial Impact	Nil – as this is funded BY SIP MRWA	N/A	N/A
Service Interruption	Minor interruption to road access	Low 2	Traffic Management
Compliance	N/A	N/A	N/A
Reputational	The Shire prides itself on well maintained and upgraded road networks.	Low 2	Upgrading of unsealed roads to seal encourages development in the community and is in line with our Community Strategic Plan
Property	NA.	NA	NA
Environment	N/A	N/A	N/A
Fraud	N/A	N/A	N/A

Consultation:	CEO, Manager of Works and Services, Greenfields Technical Services
Voting requirement:	Simple Majority
Officer's Recommendation:	That Council award RFT 09 25-26 as follows:

Council Resolution No: 10062025

MOVED: CR: H. MCTAGGART	SECONDED: CR: B. WALKER
<i>That Council;</i> 1. Authorises the CEO to award tender RFT 09 25-26 2. To the maximum value to \$3.5 Million FOR: CR J CAUNT CR H MCTAGGART CR B WALKER CR P WINDIE AGAINST: CR W BASTON - VIA ZOOM CR R HOSEASON-SMITH CR A MCKEOUGH F/A: 4/3	

10.9 ONE YEAR EXTENSION OF BULLDOZER CONTRACT	
Applicant:	Shire of Upper Gascoyne
Disclosure of Interest:	Nil
Author:	Jarrold Walker – Works Manager
Date:	13 th June 2025
Matters for Consideration:	To endorse the extension of the current bull dozing contract with THEM Earthmoving.
Background:	THEM Earthmoving took over the existing Bulldozer contract from Gascoyne Earthmoving in July 2024 with one year remaining on the term. See APPENDIX 3 THEM have expressed their interest in extending the contract for a further twelve months at the expiration of the current term being October 2025. (see correspondence in APPENDIX 3).
Comments:	The current three year bull dozing contract expires on the 24th September 2025 however, the Shire and Contractor have the option to extend the contract for a further two x one-year options at the sole discretion of the Shire. This is the first one year extension. Given the Local Government Reforms and the Caretaker Period enforce upon Local Governments from September 4th 2025, it is prudent that we bring this item forward in the interest of uninterrupted service provision to the works program. THEM have providing good value for money bull dozer service with minimal disruptions and have provided good backup service when required to do so.
Statutory Environment:	Property Law Act

Policy Implications:	Nil					
Financial Implications:	Nil- contract rates agreed to in original contract are agreed to by THEM.					
Strategic Implications:	Nil					
Risk:						
Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)
Risk Category		Description		Rating	Mitigating Actions	
Financial Impact		Financial impact to budget for supply of bull dozing services		Low (3)	THEM have provide value for money service in the past	
Health		N/A		N/A		
Service Interruption		Unable to access dozer service due to caretaker mode and not having a dozer contract in place		Low (3)	Extend existing contract by one year	
Compliance		Property Law Act		Low (3)	Council endorsement of extension of contract	
Reputational		N/A		N/A		
Property		N/A		N/A		
Environment		N/A		N/A		
Fraud		N/A.		N/A		
Consultation:	CEO and Works Manager					
Voting requirement:	Simple Majority					
Officer's Recommendation:	That Council: 1. Endorse the one year extension of the Bull Dozing Contract with THEM Earthmoving until 24 th September 2026.					
Council Resolution No: 11062025						

MOVED:	CR: W. BASTON	SECONED:	CR: B. WALKER
That Council: Endorse the one year extension of the Bull Dozing Contract with THEM Earthmoving until 24th September 2026. FOR: CR J CAUNT CR H MCTAGGART CR B WALKER CR W BASTON - VIA ZOOM CR R HOSEASON-SMITH CR A MCKEOUGH CR P WINDIE AGAINST: CR F/A: 7/0			

10.10 ONE YEAR EXTENSION OF WATERCART CONTRACT	
Applicant:	Shire of Upper Gascoyne
Disclosure of Interest:	Nil
Author:	Jarrold Walker – Works Manager
Date:	13 th June 2025
Matters for Consideration:	To endorse the extension of the current water cart contract with THEM Earthmoving.

Background:	THEM Earthmoving currently have an existing water cart contract with the Shire of Upper Gascoyne. The contract expires in September 2025. THEM have expressed their interest in extending the contract for a further twelve months at the expiration of the current term being October 2025. <i>(see correspondence in APPENDIX 4).</i>																																																													
Comments:	The current is for a period of one (1) year commencing on the date of contract execution. A further three (3) x one (1) year options are available at the sole discretion of the Principal. The contract expires on the 3rd November September 2025 This is the second one year extension. Given the Local Government Reforms and the Caretaker Period enforce upon Local Governments from September 4th 2025, it is prudent that we bring this item forward in the interest of uninterrupted service provision to the works program. THEM have providing good value for money water cart service with minimal disruptions and have provided good backup service when required to do so.																																																													
Statutory Environment:	Property Law Act																																																													
Policy Implications:	Nil																																																													
Financial Implications:	Nil- contract rates agreed to in original contract are agreed to by THEM.																																																													
Strategic Implications:	Nil																																																													
Risk:																																																														
<table><tr><th colspan="7">Risk Matrix</th></tr><tr><th colspan="2">Consequence</th><th>Insignificant</th><th>Minor</th><th>Moderate</th><th>Major</th><th>Catastrophic</th></tr><tr><th colspan="2">Likelihood</th><th>1</th><th>2</th><th>3</th><th>4</th><th>5</th></tr><tr><td>Almost Certain</td><td>5</td><td>Moderate (5)</td><td>High (10)</td><td>High (15)</td><td>Extreme (20)</td><td>Extreme (25)</td></tr><tr><td>Likely</td><td>4</td><td>Low (4)</td><td>Moderate (8)</td><td>High (12)</td><td>High (16)</td><td>Extreme (20)</td></tr><tr><td>Possible</td><td>3</td><td>Low (3)</td><td>Moderate (6)</td><td>Moderate (9)</td><td>High (12)</td><td>High (15)</td></tr><tr><td>Unlikely</td><td>2</td><td>Low (2)</td><td>Low (4)</td><td>Moderate (6)</td><td>Moderate (8)</td><td>High (10)</td></tr><tr><td>Rare</td><td>1</td><td>Low (1)</td><td>Low (2)</td><td>Low (3)</td><td>Low (4)</td><td>Moderate (5)</td></tr></table>							Risk Matrix							Consequence		Insignificant	Minor	Moderate	Major	Catastrophic	Likelihood		1	2	3	4	5	Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)	Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)	Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)	Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)	Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)
Risk Matrix																																																														
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic																																																								
Likelihood		1	2	3	4	5																																																								
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)																																																								
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)																																																								
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)																																																								
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)																																																								
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)																																																								
<table><tr><th>Risk Category</th><th>Description</th><th>Rating</th><th>Mitigating Actions</th></tr></table>							Risk Category	Description	Rating	Mitigating Actions																																																				
Risk Category	Description	Rating	Mitigating Actions																																																											

Financial Impact	Financial impact to budget for supply of bull dozing services	Low (3)	THEM have provide value for money service in the past
Health	N/A	N/A	
Service Interruption	Unable to access dozer service due to caretaker mode and not having a dozer contract in place	Low (3)	Extend existing contract by one year
Compliance	Property Law Act	Low (3)	Council endorsement of extension of contract
Reputational	N/A	N/A	
Property	N/A	N/A	
Environment	N/A	N/A	
Fraud	N/A.	N/A	

Consultation:	CEO and Works Manager
Voting requirement:	Simple Majority
Officer's Recommendation:	That Council: 2. Endorse the one year extension of the Water Cart Contract with THEM Earthmoving until 4 th October 2026.

Council Resolution No: 12062025			
MOVED:	CR: P. WINDIE	SECONED:	CR: W. BASTON

That Council:

Endorse the one-year extension of the Water Cart Contract with THEM Earthmoving until 4th October 2026.

FOR:	CR J CAUNT CR H MCTAGGART CR B WALKER CR W BASTON - VIA ZOOM CR R HOSEASON-SMITH CR A MCKEOUGH CR P WINDIE	AGAINST:	CR
------	--	----------	----

F/A: 7/0

11. MATTERS BEHIND CLOSED DOORS

Nil

12. PREVIOUS NOTICE HAS BEEN GIVEN

Nil

13. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

14. OUTSTANDING COUNCIL MEETING RESOLUTIONS

Resolution Nº	Subject	Status	Open / Close	Responsible Officer

15. MEETING CLOSURE

The Shire President closed the meeting at 11:16pm.

To be confirmed at the Ordinary Meeting on the 23rd of July 2025.

Signed.....

Presiding member at the meeting at which time the minutes were confirmed.

APPENDIX 1

(List of Accounts Paid Report for May 2025)

Date: 11/06/2025
Time: 9:19:07AM

SHIRE OF UPPER GASCOYNE
List of Accounts Paid and Submitted to Council - May 2025

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
Capricorn Orogen Pty Ltd					
15935	19/05/2025	Rates refund for assessment A6341 LOT E09/02520 MINING TENEMENT	1		31,716.55
INV A6341	16/05/2025	Rates refund for assessment A6341 LOT E09/02520 MINING TENEMENT		9,641.55	
INV A6325	16/05/2025	Rates refund for assessment A6325 LOT E09/02474 MINING TENEMENT		8,027.14	
INV A6340	16/05/2025	Rates refund for assessment A6340 LOT E09/02518 MINING TENEMENT		6,654.06	
INV A6332	16/05/2025	Rates refund for assessment A6332 LOT E09/02476 MINING TENEMENT		3,817.79	
INV A6243	16/05/2025	Rates refund for assessment A6243 LOT E09/02366 MINING TENEMENT		970.41	
INV A6267	16/05/2025	Rates refund for assessment A6267 LOT E09/02419 MINING TENEMENT		970.41	
INV A6463	16/05/2025	Rates refund for assessment A6463 LOT E09/02824 MINING TENEMENT		970.41	
INV A6229	16/05/2025	Rates refund for assessment A6229 LOT E09/02324 MINING TENEMENT		664.78	
GTT METALS GROUP PTY LTD					
15936	19/05/2025	Rates refund for assessment A6447 E52/04280 MINING TENEMENT	1		1,217.53
INV A6447	13/05/2025	Rates refund for assessment A6447 E52/04280 MINING TENEMENT		1,217.53	
Willsign & Display					
15937	19/05/2025	Caravan and Camping Show - Hire of Counter, Stools & Broucher Rack	1		120.00
INV 20	30/03/2025	Caravan and Camping Show - Hire of Counter, Stools & Broucher Rack	1	120.00	
Leanne Alys McKeough					
EFT17969	02/05/2025	COUNCIL APRIL 2025	1		1,115.84
INV COUNCIL /30/04/2025		Meeting Fee for A McKeough, I.T Allowance	1	1,115.84	
Blanche Maree Walker					
EFT17970	02/05/2025	COUNCIL APRIL 2025	1		1,115.84
INV COUNCIL /30/04/2025		Monthly Meeting Fee for B Walker, I.T Allowance	1	1,115.84	
Jim Caunt					
EFT17971	02/05/2025	COUNCIL APRIL 2025	1		3,818.17
INV COUNCIL /30/04/2025		Meeting Fee for J Caunt, Travel Allowance for J Caunt, Monthly IT Allowance, Monthly President Allowance	1	3,818.17	
Hamish McTaggart					
EFT17972	02/05/2025	COUNCIL APRIL 2025	1		1,571.44
INV COUNCIL /30/04/2025		Meeting Fee for H McTaggart, Travel Allowance, Deputy President Allowance, I.T Allowance	1	1,571.44	
Ray Hoseason-Smith					
EFT17973	02/05/2025	COUNCIL APRIL 2025	1		1,341.51
INV COUNCIL /30/04/2025		Meeting Fee foor R Hoseason-Smith, Travel Allowance, I.T Allowance	1	1,341.51	
William Baston					
EFT17974	02/05/2025	Monthly Council Fees & Allow	1		1,134.68

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
William Baston					
INV COUNCIL /30/04/2025		Meeting Fee for Will Baston, Travel Allowance, I.T Allowance,	1	1,134.68	
Peter Windie					
EFT17975	02/05/2025	COUNCIL APRIL 2025	1		1,115.84
INV COUNCIL /30/04/2025		Meeting Fee for P Windie, I.T Allowance	1	1,115.84	
Greenfield Technical Services					
EFT17976	02/05/2025	C3385 - State Initiative Program 24/25 - Carnarvon/Mullewa - Engineering Consultancy Services For Upgrade Of The Carnarvon Mullewa Rd 2024/25 date 07/4/2025 - 20/04/2025	1		10,032.00
INV INV-4560	24/04/2025	C3385 - State Initiative Program 24/25 - Carnarvon/Mullewa - Engineering Consultancy Services For Upgrade Of The Carnarvon Mullewa Rd 2024/25 date 07/4/2025 - 20/04/2025	1	10,032.00	
ABBL Contracting & Maintenance					
EFT17977	02/05/2025	Caravan Park and Pub Repairs - Works 26th March to 25th April 2025	1		9,179.50
INV INV-1380	28/04/2025	Caravan Park and Pub Repairs - Works 26th March to 25th April 2025	1	9,179.50	
B&L Building					
EFT17978	02/05/2025	Install Office Extension - Commencement of work/ordering materials - First Payment	1		68,527.00
INV 0001329	01/05/2025	Install Office Extension - Commencement of work/ordering materials - First Payment	1	68,527.00	
Carnarvon Electrics					
EFT17979	02/05/2025	Lot 17 Gregory Street - Check and test oven, replace oven	1		5,642.87
INV 14378	22/04/2025	Connect replacement HWS., Replace HWS isolator.	1	262.99	
INV 14376	22/04/2025	Connect replacement air-conditioner's in Donga S1, S2 and N5., Old air-conditioners were power to inform via GPO., Upgraded RCD to C20 for S1/S2 circuit	1	1,230.54	
INV 14344	22/04/2025	Replaced exhaust fan	1	281.06	
INV 14342	22/04/2025	Replaced failed lights in lounge room & bathroom., Replaced globes in rangehood but still doesn't work.	1	670.98	
INV 14330	22/04/2025	Check and test oven., Supply and install replacement oven.	1	1,972.08	
INV 14343	22/04/2025	Replace smoke alarms in kitchens of both units. , Replaced tube in light above Unit A bathroom mirror (light still doesn't work - need 2ft LED batten), Investigate C20 A/C circuit breaker tripping during a heatwave., Replaced 3 x A/C circuit breakers for RCD's because the indoor units plug into GPO's.	1	1,225.22	
Cockburn Cement Limited					
EFT17980	02/05/2025	R2R - Carnarvon/Mullewa Resheet - 40 x GP1000KW 1000kg GP cement	1		10,681.00
INV 96150971	22/04/2025	40 x GP1000KW 1000kg GP cement	1	10,681.00	
Paul D Kearney - Carpenter & Joiner					
EFT17981	02/05/2025	Scott Street - Footpath Construction - First payment as per schedule	1		55,000.00
INV 167	28/04/2025	Scott Street - Footpath Construction - First payment as per schedule	1	55,000.00	
Perfect Computer Solutions Pty Ltd					
EFT17982	02/05/2025	Office Equipment Less than \$5K - Eaton 9PX 200VA UPS	1		3,990.00
INV 29019	05/09/2024	Eaton 9PX 200VA UPS	1	3,990.00	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
R & L Couriers					
EFT17983	02/05/2025	Freight from Geraldton to Carnarvan	1		57.20
INV INV-18368	31/03/2025	Freight from Geraldton to Carnarvan, Request "Priority Freight", Deliver to: Shire of Upper Gascoyne, R&L Depot Carnarvon.	1	57.20	
Robert Graham					
EFT17984	02/05/2025	Robert Graham "Music in the Park" Sing A Long Concert and All Requests - 28th June 2024	1		1,500.00
INV 228	29/01/2025	Robert Graham "Music in the Park" Sing A Long Concert and All Requests - 28th June 2024	1	1,500.00	
Commonwealth Mastercard					
EFT17985	01/05/2025	Spot Subscription for Works Crew plus International Transaction Fees - April 2025	1		4,749.45
INV 335467	04/02/2025	The Stable Door - John McClearly Staff Uniforms	1	212.40	
INV 7963	31/03/2025	Carnarvon Smash - Insurance excess for repairs to vehicle	1	300.00	
INV 1709359707	03/04/2025	Applie iCloud 50gb Data Storage	1	1.49	
INV SUG - INV	04/04/2025	Purchase of special series plates 79GU for Krystie Bremer, Purchase of special series plates 200GU for Kaleb Bremer	1	400.00	
INV 0000000908	06/04/2025	Spot Subscription for Works Crew plus International Transaction Fees - April 2025	1	1,382.54	
INV AKD-73611	09/04/2025	Nitro PDF Pro 14 for Senior Finance Officer	1	375.00	
INV 8BA7C1760	09/04/2025	Heritage Resort Hotel - Shark Bay - Meeting with Gascoyne Development Commission - John McCleary	1	272.02	
INV APRIL 2025	30/04/2025	Starlink - Lot 17/18, 31 Gregory Street, Starlink - Lot 50, 22 Hatch Street, Starlink for Graders and Vehicles, Starlink Internet for Administration, Starlink Internet for CRC	1	1,806.00	
WA Local Government (WALGA)					
EFT17990	08/05/2025	Ainsley Hardie attending Policy Development and Procedure Writing at WALGA	1		654.50
INV SC-00807	16/10/2024	Serving on Council - 3rd and 4th October - Peter Windie	1	-1,089.00	
INV SI-012176	16/10/2024	Serving on Council - 3rd and 4th October - Peter Windie	1	495.00	
INV REFUND	31/01/2025	Refund on Invoice SC-00807	1	594.00	
INV SI-013935	17/04/2025	Ainsley Hardie attending Policy Development and Procedure Writing at WALGA	1	654.50	
RSM Australia Pty Ltd					
EFT17991	08/05/2025	Accounting and Rates Services for April 2025	1		12,205.16
INV GERI01282	30/04/2025	Accounting and Financial Services for 2024/2025 under RFT01-22/23, Rates Contractor for 2024/25	1	12,205.16	
Blackwoods Atkins					
EFT17992	08/05/2025	Depot Consumables - Stretch Wrap and Dispenser	1		217.45
INV SI09183360	17/09/2024	03619389 - SPANNER C PLASTIC 16 X 40MM 7990006	1	29.01	
INV SI10719158	25/03/2025	STRETCHWRAP BLACK 500MMX450MX20UM, STRETCHWRAP DISPENSER IMP0001	1	188.44	
Carnarvon Electrics					
EFT17993	08/05/2025	P147 - Water Wheel Flat Top Trailer With Generator - Test Pump Wiring, Controls and Flow Switch. Connect New 240v Pump to Flow Switch Controls.	1		687.50
INV 14377	22/04/2025	Tourism Precinct Repairs - Checked Power on Aircon Outdoor Units.	1	110.00	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
Carnarvon Electrics					
INV 14380	22/04/2025	P147 - Water Wheel Flat Top Trailer With Generator - Test Pump Wiring, Controls and Flow Switch., Connect New 240v Pump to Flow Switch Controls.	1	577.50	
Geraldton Fuel Company T/as Refuel Australia					
EFT17994	08/05/2025	Fuel Card Purchases - April 2025	1		2,564.30
INV 30042025	30/04/2025	Fuel Card Purchases - P131 - Ford Ranger CEO, Fuel Card Purchases - P133 - Ford Ranger Works	1	2,564.30	
Autopro Carnarvon					
EFT17995	08/05/2025	P103 - Ford Ranger Super Cab - Battery	1		271.02
INV 2102653	15/04/2025	P103 - Ford Ranger Super Cab - Battery	1	271.02	
Carnarvon IGA					
EFT17996	08/05/2025	Anzac Day Event - Refreshments	1		62.80
INV 24042025	24/04/2025	2 x large packet of IGA BBQ Sausages, 3 x bags of Hot Dog Rolls , 3 x Frozen cut onion ,	1	62.80	
Perfect Computer Solutions Pty Ltd					
EFT17997	08/05/2025	Monthly Fee for Monitoring, Management and Resolution of Disaster Recovery Options - April	1		85.00
INV 29563	30/04/2025	Monthly Fee for Monitoring, Management and Resolution of Disaster Recovery Options - April 2025	1	85.00	
RepcO Pty Ltd					
EFT17998	08/05/2025	P114 - 2020 Ford Ranger - Belts & P137 Toyota Hilux - Filter Service Kits	1		198.55
INV 4610614870	30/04/2025	7PK3105 Mirco-V Belt 7 x 3105mm, RFSK113C Filter Service Kit	1	198.55	
R & L Couriers					
EFT17999	08/05/2025	Tourism Precinct Repairs - Freight for Pool Cleaner	1		42.90
INV INV-18347	31/03/2025	Tourism Precinct Repairs - Freight for Pool Cleaner	1	42.90	
Vanguard Print					
EFT18000	08/05/2025	Storage of Brochures and Distribution - April 2025	1		87.12
INV 47067	30/04/2025	Storage of Brochures and Distribution - April 2025	1	87.12	
Westrac Pty Ltd					
EFT18001	08/05/2025	P130 - CAT 150M Grader - 1000hr Service	1		5,504.98
INV SI 1829325	24/04/2025	P130 - CAT 150M Grader - 1000hr Service - Parts, P130 - CAT 150M Grader - 1000hr Service - Labour, P130 - CAT 150M Grader - 1000hr Service - Freight Recovery, P130 - CAT 150M Grader - 1000hr Service - Mobilisation, P130 - CAT 150M Grader - 1000hr Service - Enviornmentals	1	4,328.53	
INV SI 1829483	25/04/2025	P146 - CAT Grader 150 - 500 hr Service	1	1,176.45	
ABBL Contracting & Maintenance					
EFT18002	08/05/2025	C3383 - Supply 100 Steel Flex Hazard Markers	1		7,025.26
INV INV-1381	28/04/2025	22.4.2025 Supply 100 steel flex hazard markers	1	4,526.50	
INV INV-1382	28/04/2025	C3388 - Install Guideposts and Culvert Markers Carnarvon Mullewa Road Between SLK 150.25 and 160	1	2,498.76	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
Them Earth Moving					
EFT18003	08/05/2025	C3388 - R2R - Carnarvon/Mullewa Resheet - Double R/Train Side Tipper Hire Cvon Mullewa Rd R2R 24/25 - 13.04.2025 to 19.04.2025	1		50,226.00
INV 00001324	22/04/2025	C3388 - R2R - Carnarvon/Mullewa Resheet - Double R/Train Side Tipper Hire Cvon Mullewa Rd R2R 24/25 - 13.04.2025 to 19.04.2025	1	29,232.50	
INV 00001323	22/04/2025	C3388 - R2R - Carnarvon/Mullewa Resheet – Water Cart Hire Cvon Mullewa Rd R2R 24/25 13.04.2025 to 19.04.2025	1	20,993.50	
Horizon Power (non-energy)					
EFT18004	08/05/2025	Cost of Sales: Horizon Power Prepaid Electricity. We sell \$1000.00 and pay \$925.00 to recharge	1		925.00
INV RPDDDB005	03/04/2025	Cost of Sales: Horizon Power Prepaid Electricity. , We sell \$1000.00 and pay \$925.00 to recharge	1	925.00	
Pivotel Satellite Pty Ltd					
EFT18005	08/05/2025	Satelite Phone Charges for Works Department -15th April to 14th May 2025	1		540.00
INV 4010808	15/04/2025	Satelite Phone Charges for Works Department - 15th April to 14th May 2025	1	540.00	
Telstra Limited					
EFT18006	08/05/2025	Shire Mobile Phones - Usage Charges - 20.03.2025 to 19.04.2025 Service Charges 20.04.2025 to 19.05.2025	1		931.00
INV K 747 999	2.09/04/2025	Land Lines - Administration, Land Lines - CRC, Land Lines - Pavillion, Land Lines - Tourism Precinct Caretaking	1	444.08	
INV APRIL 2025	20/04/2025	Shire Mobile Phone - Administration, Shire Mobile Phone - Works, Message Boards, Road Cameras, Fuel Bowser, Shire Mobile Phone - CRC	1	486.92	
Child Support Agency					
EFT18007	08/05/2025	Payroll deductions	1		
INV DEDUCTIO	07/05/2025	Payroll Deduction			
Merit Lining Systems Pty Ltd					
EFT18008	09/05/2025	Evaporation Pond At Tip for Water Treatment Plant - Install HDPE Liner, Ballast Bags, Mobilisation and Telehandler.	1		187,515.94
INV I7449	30/04/2025	Supply and Install 1 x Egress Net 1m x 12m, Supply and Install Life Buoy, Supply and Install Depth Indicator	1	7,331.50	
INV I7448	30/04/2025	Mobilisation, Supply and Install 2mm smooth HDPE Liner, Supply and Install 50kg Ballast Bags, Provide 3.2T Telehandler for the works	1	180,184.44	
Rms (Aust) Pty Ltd					
EFT18009	02/05/2025	Tourist Park - Online Booking Fees - 01.04.2025 to 30.04.2025	1		66.00
INV 91724158	30/04/2025	Tourist Park - Online Booking Fees - 01.04.2025 to 30.04.2025	1	66.00	
ABBL Contracting & Maintenance					
EFT18010	09/05/2025	Labour Hire for Parks and Gardens - WE 18/04/2025 and WE 11/04/2025 - Brendan Lathwell	1		9,240.00
INV INV-1369	13/04/2025	Smith Street, Killili Road, Scott Street, Two Rivers Memorial Park Tourist Stop, Carnarvon Mullewa Road (East), Carnarvon Mullewa Road (East), Evaporation Pond At Tip, Lot 17 Gregory Street (Gardens), Lot 19 Gregory Street (Gardens), Lot 21 Gregory Street (Gardens), Lot 23 Gregory Street (Gardens), Lot 23 Gregory Street (Gardens), Lot 23 Gregory Street (Gardens), Lot 23 Gregory Street (Gardens), Tourism Precinct Caretaking, Pimbee Road	1	3,300.00	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
ABBL Contracting & Maintenance					
INV INV-1376	22/04/2025	Pavilion, Tourism Precinct Caretaking, Lot 48 Hatch, Lot 49 Hatch, Lot 50 Hatch, Lot 50 Hatch, Lot 50 Hatch, Lot 50 Hatch, Rubbish Tip Maintenance, Evaporation Pond At Tip, Tourism Precinct Caretaking, P85 - Toyota Hilux 4WD Traytop, Lot 48 Hatch Street Duplex, Parks, Gardens & Reserves Maintenance, Lot 17 Gregory Street (Gardens), Lot 19 Gregory Street (Gardens), Lot 21 Gregory Street (Gardens), Lot 23 Gregory Street (Gardens), Lot 40 Gregory Street (Gardens), Pavilion, Two Rivers Memorial Park Tourist Stop	1	5,940.00	
Bollinger Automation T/a Sheffield Metal Fabrication					
EFT18011	09/05/2025	3 x Heavy Duty Cat Traps with labels	1		1,382.61
INV 32187	29/04/2025	Heavy Duty Cat Trap with Trip Plate 450x450x900, Labels	1	1,382.61	
Geraldton Fuel Company T/as Refuel Australia					
EFT18012	09/05/2025	Fuel and Oils for Plant and Self Bunded Tank 6884 Litres @ \$1.7537 Inc GST	1		12,068.34
INV 02771082	15/04/2025	Fuel and Oils for Plant and Self Bunded Tank 6884 Litres @ \$1.7537 Inc GST	1	12,068.34	
Rms (Aust) Pty Ltd					
EFT18013	09/05/2025	Junction Pub - Online Reservation Software - 01.05.2025 to 31.05.2025	1		264.00
INV 91727603	06/05/2025	Junction Pub - Online Reservation Software - 01.05.2025 to 31.05.2025	1	264.00	
Field Solutions - Sky Muster					
EFT18014	16/05/2025	Sky Muster Internet for Junction Pub and Tourist Park - Monthly Costs 149.95 - May 2025	1		149.95
INV 26853663	01/05/2025	Sky Muster Internet for Junction Pub and Tourist Park - Monthly Costs 149.95 - May 2025,	1	149.95	
Horizon Power					
EFT18015	16/05/2025	Electricity Consumption 29 days 02.04.2025 to 30.04.2025	1		7,927.00
INV 21 023 6679	01/05/2025	Street Lighting Costs - 01.04.2025 to 30.04.2025	1	371.32	
INV 21 023 6792	02/05/2025	Electricity Consumption 29 days 02.04.2025 to 30.04.2025	1	7,555.68	
Landgate					
EFT18016	16/05/2025	Rural UV General Revaluation 2024/2025	1		903.39
INV 402579	08/04/2025	Mining Tenements Chargeable Schedule M2025/04 Dated 15.03.2025 to 02.04.2025	1	81.45	
INV 403156	06/05/2025	Rural UV General Revaluation 2024/2025	1	821.94	
ROTECH WATER					
EFT18017	16/05/2025	RC01 - Variation - Filter housing & - Supply and install remote monitoring system.	1		5,809.65
INV 8916V01/VC08	05/2025	Variation - Filter housing , - changed due to lack of availability of filter housing shown in original specification., Variation - Remote monitoring, - Supply and install remote monitoring system.	1	5,809.65	
Greenfield Technical Services					
EFT18018	16/05/2025	C3385 - State Initiative Program 24/25 - Carnarvon/Mullewa - Engineering Consultancy Services For Upgrade Of The Carnarvon Mullewa Rd 2024/25 21.04.2025 to 04.05.2025	1		7,315.66
INV INV-4574	06/05/2025	C3385 - State Initiative Program 24/25 - Carnarvon/Mullewa - Engineering Consultancy Services For Upgrade Of The Carnarvon Mullewa Rd 2024/25 date	1	7,315.66	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
ABBL Contracting & Maintenance					
EFT18019	16/05/2025	C3388- R2R - Carnarvon/Mullewa Resheet - Labour Hire- Roller Operator - Week Ending 04.05.2025	1		4,042.50
INV INV-1387	05/05/2025	C3388- R2R - Carnarvon/Mullewa Resheet - Labour Hire- Roller Operator - Week Ending 04.05.2025	1	4,042.50	
John Leslie Mccleary					
EFT18020	16/05/2025	Reimbursement for Health Insurance Premium - May 2025	1		547.48
INV REIMBURS	12/05/2025	Reimbursement for Health Insurance Premium - May 2025	1	547.48	
ABBL Contracting & Maintenance					
EFT18021	16/05/2025	RTI03 - Evaporation Pond at Tip For Water Treatment Plant - Dig Anchor Trench For Liner and Backfill of the same trench. Tidying Up	1		14,894.00
INV INV-1384	05/05/2025	Brendan Lathwell - Labour Hire 21.04.2025 to 02.05.2025	1	4,620.00	
INV INV-1391	08/05/2025	RTI03 - Evaporation Pond at Tip For Water Treatment Plant - Dig Anchor Trench For Liner and Backfill of the same trench., Tidying Up	1	10,274.00	
Ainsley Mia Hardie					
EFT18022	16/05/2025	Reimbursement of Expenses - Online Seminar - FACET - Connecting the tourism industry with Local Government and Business Forum	1		50.00
INV REIMBURS	06/05/2025	Reimbursement of Expenses - Online Seminar - FACET - Connecting the tourism industry with Local Government and Business Forum	1	50.00	
Astrotourism WA Pty Ltd					
EFT18023	16/05/2025	Astrotourism Town Entrance Signs	1		1,254.00
INV 1354	03/04/2025	Astrotourism Town Entrance Signs	1	1,254.00	
Blackwoods Atkins					
EFT18024	16/05/2025	Depot Consumables	1		589.16
INV SI11098389	08/05/2025	PANTS SUMMER KINGGEE K13290 NAVY 97R	1	77.44	
INV SI11114003	12/05/2025	CABLE LUG ASSORTMENT NARVA 57110 (165), SQWINCHER QWIK-STIKS MIXED PACK (50)	1	511.72	
Bishop Transport					
EFT18025	16/05/2025	Freight from Perth to Carnarvon 01 & 02.05.2025	1		469.75
INV B302115	02/05/2025	Freight from Harvey Norman - Fridge, Bollinger - Cat Trap	1	469.75	
Carnarvon Auto Electrics					
EFT18026	16/05/2025	P115 - 14 x 7 Flat Top Trailer - Battery	1		205.00
INV 40003279	08/05/2025	Battery	1	205.00	
Carnarvon Timber & Hardware					
EFT18027	16/05/2025	Tourism Precinct Caretaking Gardening Consumables & Depot Consumables	1		267.25
INV 10929255	25/03/2025	WEED N FEED HOSE ON ON/OFF YATES 4L, WEED N FEED BUFFALO PRO HOSE ON ON/OFF YATES 2.4L, BYNORM OIL CHAIN BAR 4LT	1	267.25	
Carnarvon Growers Association Inc					
EFT18028	16/05/2025	Tourism Precinct Repairs - Reticulation Parts	1		1,272.78
INV INV-43101806	05/2025	FREIGHT PERTH -CARNARVON OVERNIGHT	1	159.02	

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Carnarvon Growers Association Inc					
INV INV-43101206/05/2025		IPF7142-68106 TEE RURAL FEMALE O/TAKE 2" X 2" X 2", V1BP50 BALL VALVE PHILMAC 50MM, HIP90426600 NIPPLE 50MM, IPF7040-69148 METRIC 90' TEE 40mm, IPF7020-68932 METRIC MALE ADAPTOR 40x2", HIP90490100 THREADED CAP 15MM, MISCHRPGRSU2 15MM SHRUB ADAPTOR SUITS FEMALE THREAD, NOZZLES, MISCHRPSOUG4 HUNTER BUBBLER NOZZLE PCN-50	1	1,113.76	
Carnarvon Auto Service Pty Ltd t/a Carnarvon Tyres & Towing					
EFT18029	16/05/2025	P138 - CAT Loader - Tyre	1		4,126.40
INV 0009192	31/03/2025	P138 - CAT Loader - GR 26.5R25 CB761 loader tyre only	1	4,126.40	
Cherie Jessica Walker					
EFT18030	16/05/2025	Reimbursement for cost associated with "Do it for Dolly" Event	1		114.95
INV REIMBURS29/04/2025		Reimbursement for cost associated with "Do it for Dolly" Event	1	114.95	
Coolyou Pty Ltd t/a Dust Up Projects					
EFT18031	16/05/2025	Freight from Carnarvon to Gascoyne Junction 19.03.2025 to 09.04.2025	1		2,907.00
INV INV-703	17/04/2025	Staff Incentive Scheme Freight	1	2,907.00	
Everywhere Travel					
EFT18032	16/05/2025	Out-of-Town Water Supply Project - Airfare Sean Walker	1		1,204.88
INV I000049143	03/04/2025	Airfare Sean Walker , 31st March ZL2433 31MAR CVQPER 1250 1435 , 2nd April ZL 2432 02APR PERCVQ 1040 1220 , , Accommodation, Country Comfort Perth, Check in 31st March, Check out 02nd April, Deluxe king room, , Car hire, Pick up / drop off Perth Airport, Standard size, Car hire approx. total \$239.00, Service Fee	1	1,204.88	
Gascoyne Office Equipment					
EFT18033	16/05/2025	Printing and Photocopying Costs - Admin & Works - March 2025	1		942.61
INV SOF5698-5330/04/2025		Printing and Photocopying Costs - Admin & Works, Printing and Photocopying Costs - CRC	1	942.61	

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Geraldton Fuel Company T/as Refuel Australia					
EFT18034	16/05/2025	Fuel & Oil for Road Maintenance Plant - Self Bunded Tank - 7868 litres @ 1.59ex, Float Tank - 1800 litres @ 1.59ex	1		49,364.75
INV 02783386	01/05/2025	Fuel & Oil for Road Maintenance Plant - Self Bunded Tank - 7868 litres @ 1.59ex, Float Tank - 1800 litres @ 1.59ex	1	16,857.12	
INV 02784830	06/05/2025	Fuel & Oil for Road Maintenance Plant - Mt Augustus Tank - 9245. litres @ 1.57ex	1	15,947.63	
INV 02784829	06/05/2025	Fuel & Oil for Road Maintenance Plant - Landor Station Tank - 1800 litres @ 1.57ex	1	3,105.00	
INV 02784804	06/05/2025	Fuel & Oil for Road Maintenance Plant - P79 - 3600 litres, P54 - 1400 litres, P53 - 2800 litres @ 1.57ex	1	13,455.00	
Kennedy Vinciullo					
EFT18035	16/05/2025	Tourism Precinct Legal Fees - Transfer of Licenses	1		5,073.85
INV 2462	30/04/2025	Tourism Precinct Legal Fees - Transfer of Licenses	1	5,073.85	
Hersey's Safety Pty Ltd					
EFT18036	16/05/2025	Depot Consumables	1		2,722.64
INV INV-4130	07/05/2025	As per attached invoice #47628 and #47629	1	595.79	
INV INV-4129	07/05/2025	As per attached invoice #47628 and #47629	1	2,126.85	
Harvey Norman Electronics & Kitchen - Joondalup					
EFT18037	16/05/2025	Tourism Precinct Repairs - Hisense 45L Bar Fridge White	1		142.00
INV 3892737	01/05/2025	Tourism Precinct Repairs - Hisense 45L Bar Fridge White - HRBF45 9337640008105	1	142.00	
Carnarvon IGA					
EFT18038	16/05/2025	Do it for Dolly fundraiser BBQ supplies	1		84.90
INV 01/4221	08/05/2025	Do it for Dolly fundraiser BBQ supplies	1	6.90	
INV 01/4210	08/05/2025	Do it for Dolly fundraiser BBQ supplies	1	78.00	
Monty Cotton Pty Ltd					
EFT18039	16/05/2025	Bush Ball Entertainment - Monty Cotton Trio for 18th October 2025	1		4,400.00
INV INV-0130	06/05/2025	Bush Ball Entertainment - Monty Cotton Trio for 18th October 2025	1	4,400.00	
The Trustee For Perarda Family & Co T/A Pridham Mechanical					
EFT18040	16/05/2025	P55 - Low Loader - Float 2 axle - Repair Ramps	1		3,487.00
INV INV-2334	29/04/2025	P55 - Low Loader - Float 2 axle - Repair Ramps, - Cut plates off hinges, - Attempt to unseize hinge pins to remove ramps, all pins in hinge seized, - Ground out old welds around hinges and prep for welding, - Weld underside and top side of hinges to secure, - Fab new plates to weld inside of braces top and bottom, - Cut old bolts from PTO and engine hanger, - Prep and weld mounts to platform, , P55 - Low Loader - Float 2 axle - Repair Ramps, Consumables	1	3,487.00	
Town Planning Innovations Pty Ltd					
EFT18041	16/05/2025	General Town Planning Services - Email DCP for cost of gazettal notice.	1		41.25
INV 69-2025/4	04/05/2025	General Town Planning Services - Email DCP for cost of gazettal notice.	1	41.25	

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Tropics Hardware					
EFT18042	16/05/2025	1 x Box of Bio-Pak Express Green Sachets	1		337.20
INV 199117220	08/05/2025	1 x Box of Bio-Pak	1	337.20	
Gascoyne Plumbing Solutions					
EFT18043	16/05/2025	RC01 - Works For 110mm Pipe Installation	1		90,459.54
INV 4407	29/04/2025	Conduct Plumbing repairs as per attached quote.	1	459.54	
INV 4575	02/05/2025	RC01 - Works For 110mm Pipe Installation	1	90,000.00	
Woolworths Limited					
EFT18044	15/05/2025	May 2025 Council Meeting Catering Supplies	1		858.61
INV TI-02EAA-107/04/2025		Office Supplies GST, Office Supplies GST FREE	1	102.13	
INV TI-02EAA-114/04/2025		15 x blue toilet cleaner cistern blocks 2 packs GST, ANZAC day supplies GST, ANZAC day supplies GST FREE	1	108.70	
INV TI-02EAA-124/04/2025		Food Supplies for ANZAC Day 2025 GST	1	95.34	
INV TI-02EAA-128/04/2025		May 2025 Council Meeting Catering Supplies GST, May 2025 Council Meeting Catering Supplies GST FREE	1	552.44	
ABBL Contracting & Maintenance					
EFT18045	21/05/2025	C3388 - Labour Hire - Roller Operator Week Ending 18.05.2025	1		6,968.50
INV INV-1393	12/05/2025	C3388 - Labour Hire - Roller Operator Week Ending 11.05.2025	1	2,040.50	
INV INV-1401	19/05/2025	C3388 - Labour Hire - Roller Operator Week Ending 18.05.2025	1	4,928.00	
M.T.F Services Pty Ltd					
EFT18046	21/05/2025	C3385 - State Initiative Program 24/25 - Carnarvon/Mullewa - Supply Plant and Labour C'von Mullewa Bitumen Upgrade 24-25 01.04.2025 to 30.04.2025	1		754,956.13
INV 2223	15/05/2025	C3385 - State Initiative Program 24/25 - Carnarvon/Mullewa - Supply Plant and Labour C'von Mullewa Bitumen Upgrade 24-25 01.04.2025 to 30.04.2025,	1	754,956.13	
Them Earth Moving					
EFT18047	21/05/2025	C3388 - R2R - Carnarvon/Mullewa Resheet - Water Cart Hire 28.04.2025 to 07.05.2025	1		38,555.00
INV 00001350	14/05/2025	C3388 - R2R - Carnarvon/Mullewa Resheet - Water Cart Hire 28.04.2025 to 07.05.2025	1	38,555.00	
ABBL Contracting & Maintenance					
EFT18048	21/05/2025	RTI03 - Supply And Install Fence around Evaporation Pond	1		68,200.00
INV INV-1398	16/05/2025	RTI03 - Supply And Install Rock Spillway Over Liner (As Per Drawings), With 75mm-150mm Rock. (As Per Provided Spec),	1	9,900.00	
INV INV-1400	16/05/2025	RTI03 - Supply and install fence as per attached quote	1	58,300.00	
ROTECH WATER					
EFT18049	21/05/2025	RC01 - Reverse Osmosis Filters and Cleaners	1		4,886.20
INV 00009273	15/05/2025	FCPP40S05 Cartridge MB 40" STD 5 MICRON, AMC3-20L ACID MEMBRANE CLEANER LIQ 20L, CMC10-20L ALK MEMBRANE CLEANER LIQ 20L, POSM352T ANTISCALANT 15L POSM352T, FREIGHT	1	4,886.20	
Paul D Kearney - Carpenter & Joiner					
EFT18050	21/05/2025	Scott Street - Footpath Construction - Second payment as per schedule	1		69,600.00

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Paul D Kearney - Carpenter & Joiner					
INV 169	20/05/2025	Construct footpath as per tender specification, and quote submission., Scott Street - Footpath Construction - Second payment as per schedule	1	69,600.00	
Able Sales					
EFT18051	21/05/2025	Air Compressor - Depot (P148)	1		9,500.00
INV 859203	16/05/2025	FP7Y1 GENERATOR DIESEL SILENT YANMAR 7KVA 1 PHASE	1	9,500.00	
AIT Specialists Pty Ltd					
EFT18052	21/05/2025	Monthly fee for Determination of Fuel Tax Credits 2024/2025 - April 2025	1		895.18
INV INV-13814	16/05/2025	Monthly fee for Determination of Fuel Tax Credits 2024/2025 - April 2025	1	895.18	
Andrea Pears					
EFT18053	21/05/2025	EBAY - Oppo Reno 12 Phone Cover	1		19.39
INV 22-12434-39	12/12/2024	EBAY - Oppo Reno 12 Phone Cover	1	19.39	
Australia Post					
EFT18054	21/05/2025	Postage costs - April 2025	1		19.37
INV 1013984749	03/05/2025	Postage costs for Administration	1	19.37	
Blackwoods Atkins					
EFT18055	21/05/2025	Depot Consumables	1		1,113.64
INV SI11119470	12/05/2025	CABLE 10MM 2C 10M RED/BLK W BLK SH, TRAIL CBL 7C 3MM 100M R/GN/Y/W/BR BLK SH	1	689.92	
INV SI11153542	15/05/2025	03209285 PANTS SUMMER KINGGEE K13290 NAVY 97R	1	309.76	
INV SI11169000	16/05/2025	SB50 PLUG KIT 2 WAY GRY 50A 8AWG 6319G2	1	113.96	
Carnarvon Timber & Hardware					
EFT18056	21/05/2025	Equipment Maintenance: Parks & Gardens	1		1,492.65
INV 10938084	16/05/2025	4717815 CONCRETE RAKE/SPREADER ALUMINIUM W/OUT HOOK 495X102MM OX, 1034784 CYCLONE STEEL RAKE LAWN, Cyclone Great Aussie Super Rake 580mm IHG SKU 2166353, 5241757 SPREADER TOP SOIL S J, 2388577 EXTENSION LEAD CONSTRUCTION 15 AMP 20M HPM, 3366168 POWER CENTRE SAFETY SWITCH 4 OUTLET 15AMP HPM, 600617473 POWER BLOCK 10A HEAVY DUTY ARLEC, 2387199 LEAD SPLIT-DUAL O/PUT DOM10AMP, 1850841 PLUG MULTIFIT 50/60MM LARGE WHITE, 2130953 PLUG MULITFIT ULTRA LARGE, 2386829 ELECTRICAL PLUG TOP 3 PIN 10AMP GREY HPM, 2406775 ELECTRICAL EXTENSION CORD SOCKET END 10AMP GREY HPM, 3357498 CLAMP HOSE BAND STAINLESS STEEL 40-55MM PK 2, 3357480 CLAMP HOSE BAND STAINLESS STEEL 27-40MM 1, 2479822 MICRO PUNCH SPANNER 1RR	1	1,492.65	
Carnarvon Growers Association Inc					
EFT18057	21/05/2025	Tourism Precinct Caretaking Expenditure & Town Oval Maintenance	1		6,951.20
INV INV-43133013	05/2025	As per quote - QU-03786	1	1,020.62	
INV INV-43137814	05/2025	PVC 90 Elbow 80MM, PVC Pipe#12 80MM	1	149.53	

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Carnarvon Growers Association Inc					
INV INV-431570	19/05/2025	As per attached quote # QU-03783, As per attached quote # QU-03783,	1	5,781.05	
Carnarvon Auto Service Pty Ltd t/a Carnarvon Tyres & Towing					
EFT18058	21/05/2025	P138 - CAT Loader - Tyres and Fitting	1		3,889.95
INV 0009361	28/04/2025	650/85R38 - ADV AR1200 AG R-1W 173D, Fitting - Earthmover, Freight - Earthmover, Consumables	1	3,889.95	
Coolyou Pty Ltd t/a Dust Up Projects					
EFT18059	21/05/2025	Freight from Carnarvon to Gascoyne Junction 14.04.2025 to 28.04.2025	1		2,300.46
INV INV-725	04/05/2025	Staff Incentive Scheme Freight, Tyres, Repair Parts for Tourist Park, ANZAC Day, Depot Consumables, Staff Housing Repairs and Camp Trailer Repairs Freight	1	2,300.46	
Dylan Hutchins Music					
EFT18060	21/05/2025	Gascoyne Junction Music in the Park - Final payment	1		938.00
INV 0423335586	21/10/2024	Music In The Park May 2025 - Dylan Hutchins Final Balance Due 30.04.2025	1	938.00	
Everywhere Travel					
EFT18061	21/05/2025	Ainsley Hardie Accommodation Booking Vibe Hotel Subiaco Perth 22nd - 24th May	1		692.00
INV I000049978	15/05/2025	Ainsley Hardie Accommodation Booking , Vibe Hotel Subiaco Perth, 22nd - 24th May, Premier Room,	1	692.00	
Gascoyne Plumbing Solutions					
EFT18062	21/05/2025	Tourism Precinct Repairs & Maintenance - Conduct Plumbing Repairs as Per Attached Quote.	1		21,869.65
INV 4581	19/05/2025	Conduct Plumbing repairs as per attached quote.	1	4,785.55	
INV 4458	19/05/2025	Conduct Plumbing repairs as per attached quote.	1	17,084.10	
Ilda Joan Williams					
EFT18063	21/05/2025	Ilda Williams - Craft Sales - April 2025	1		30.95
INV DREQ-10-2	24/04/2025	Ilda Williams - Craft Sales - April 2025, Ilda Williams - Craft Sales - April 2025 - Commission	1	30.95	
Jarrold Lachlan Walker					
EFT18064	21/05/2025	Titleys Western Wear - Jarrold Walker - Staff Uniforms	1		149.99

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Jarrold Lachlan Walker					
INV 96641	03/05/2025	Titles Western Wear - Jarrod Walker - Staff Uniforms	1	149.99	
Perfect Computer Solutions Pty Ltd					
EFT18065	21/05/2025	I.T Support for Administration Office & CRC - 09.05.2025 to 12.05.2025	1		297.50
INV 29600	15/05/2025	I.T Support for Administration Office & CRC - 09.05.2025 to 12.05.2025	1	297.50	
R & L Couriers					
EFT18066	21/05/2025	Freight from Geraldton to Carnarvon 11.04.2025	1		233.75
INV INV-18441	30/04/2025	Freight from Geraldton to Carnarvon 11.04.2025 - Geraldton Lock and Key, Freight from Geraldton to Carnarvon 11.04.2025 - Westrac	1	233.75	
Team Global Express					
EFT18067	21/05/2025	Freight from Blackwoods to Carnarvon May 2025	1		277.07
INV 1171-MWB	11/05/2025	Freight from Perth to Carnarvon - Depot Consumables - 01.05.2025	1	65.30	
INV 1172-MWB	18/05/2025	Freight from Blackwoods to Carnarvon May 2025	1	211.77	
Total Containers					
EFT18068	21/05/2025	Chemical Shed and Eye Wash/Shower Station	1		14,378.10
INV 118123/01	09/05/2025	WAT-10-HC-DG-NB-10ft High cube Dangerous Goods Container., + SHELIVING - 2.4mL x 0.6mW, 2.4m down one side wall, 1 bay MESH,, SHELIVING, 3 tier, total length 2420mm., + \$96 + GST booking fee per container.	1	14,378.10	
The Printsmith Co					
EFT18069	21/05/2025	Plant & Equipment - Supply Fleet Number Sticker - 148x 182Wx100Hmm Black Gloss Vinyl 615mm	1		872.04
INV 1185	31/03/2025	Plant & Equipment - Supply Fleet Number Sticker - 148x 182Wx100Hmm Black Gloss Vinyl 615mm	1	708.40	
INV 1213	06/05/2025	Supply 30x 200x150mm Donga Stickers	1	163.64	
Truckline					
EFT18070	21/05/2025	P137 - Toyota Hilux - Grab Hook and Accessories Workshop Equipment	1		280.50
INV 10054057	12/05/2025	ANC1508 antiluce fastener 12mm, hand rathcet 50mmx9m, 8mm chain kit with grab jhooks	1	280.50	
Valentine's Painting Service					
EFT18071	21/05/2025	Painting of Feature Wall at CRC	1		550.00
INV 14395	16/05/2025	Painting of Feature Wall at CRC	1	550.00	
WA Local Government (WALGA)					
EFT18072	21/05/2025	Council Member - Training and PD - CME Module 3 / WALGA - Peter Windie	1		495.00
INV SI-014240	19/05/2025	CME Module 3 WALGA - Peter Windie	1	495.00	
Pivotel Satellite Pty Ltd					
EFT18073	21/05/2025	Satellite Phone Charges - Usage 15.04.2025 to 14.05.2025 Service 15.04.2025 to 14.05.2025	1		540.00
INV 4022007	15/05/2025	Satellite Phone Charges for Works Department	1	540.00	
Telstra Limited					
EFT18074	21/05/2025	Telstra Fixed Line Accounts - Usage Charges - 01.04.2025 to 1.05.2025 Service Charges 02.05.2025 to 01.06.2025	1		437.65

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Telstra Limited					
INV K 514 369	5.09/05/2025	Land Lines - Administration, Land Lines - CRC, Land Lines - Pavillion, Land Lines - Tourism Precinct Caretaking Expenditure	1	437.65	
Water Corporation					
EFT18075	21/05/2025	Water Consumption 07.03.2025 to 09.05.2025 - Service Charges 01.05.2025 to 30.06.2025 63 Days	1		7,500.56
INV MAY 2025	12/05/2025	Water Consumption & Service Charges - CRC, Water Consumption & Service Charges - CRC, Water Consumption & Service Charges - Depot, Water Consumption & Service Charges - Lot 6 Scott Street - Vacant land, Water Consumption & Service Charges - Lot 17, 31 Gregory Street, Water Consumption & Service Charges - Lot 19, 27 Gregory Street, Water Consumption & Service Charges - Lot 23, 19 Gregory Street, Water Consumption & Service Charges - Lot 21, 23 Gregory Street, Water Consumption & Service Charges - Lot 39, 3 Gregory Street, Water Consumption & Service Charges - Town Oval, Water Consumption & Service Charges - Lot 45, 15 Gregory Street, Water Consumption & Service Charges - Town Oval, Water Consumption & Service Charges - Lot 40, 3 Gregory Street, Water Consumption & Service Charges - Lot 49, 20 Hatch Street, Water Consumption & Service Charges - Lot 50, 22 Hatch Street, Water Consumption & Service Charges - Lot 52, 26 Hatch Street, Service Charges - Lot 48, 18 Hatch Street, Service Charges - Lot 48, 18 Hatch Street, Water Consumption - Lot 48, 18 Hatch Street, Water Consumption & Service Charges - Lot 45B, 15 Gregory Street, Water Consumption & Service Charges - Lot 51, 24 Hatch Street	1	7,500.56	
Child Support Agency					
EFT18076	22/05/2025	Payroll deductions			
INV DEDUCTIO	21/05/2025	Payroll Deduction			
Carnarvon Growers Association Inc					
EFT18077	23/05/2025	Various retic parts for Town Oval that were on back order	1		151.35
INV INV-43171521	21/05/2025	As per attached quote # QU-03783,	1	151.35	
Elders Ltd					
EFT18078	23/05/2025	Various Parts for Evaporation Pond at Tip and Water Treatment Plant	1		1,584.50
INV EH 06935	11/04/2025	As per attached quote	1	1,584.50	
Kennedy Vinciullo					
EFT18079	23/05/2025	Professional Fees - The Junction Pub - Transfer of Licenses & Prepare Lease	1		5,428.50
INV 2394	31/03/2025	Professional Fees - The Junction Pub - Transfer of Licenses & Prepare Lease	1	5,428.50	
Perfect Computer Solutions Pty Ltd					
EFT18080	23/05/2025	Annual offsite backup of Shires data to a cloud based storage	1		4,500.00
INV 29589	15/05/2025	Annual offsite backup of Shires data to a cloud based storage, up 10 1TB From 01.05.2025 to 30.04.2025 with quarterly testing of backups to be performed,	1	4,500.00	
Reward Hospitality					
EFT18081	23/05/2025	Junction Pub - Dial Kit for Toaster Grill - plus Freight	1		93.30
INV 101060340	22/05/2025	ZZ467383 - DIAL KIT TOASTER GRILL, Freight	1	93.30	
Sean Walker					
EFT18082	23/05/2025	Reimbursement - USB to get Embroidery Logo from Carvarvon Menswear	1		19.00

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
Sean Walker					
INV REIMBURS	23/05/2025	Reimbursement - USB to get Embroidery Logo from Carvarvon Menswear	1	19.00	
Tropics Hardware					
EFT18083	23/05/2025	Maxi Bins 27kg & 14kg for Parks & Gardens	1		1,570.85
INV 101000627	21/05/2025	NON4 - MAXI BIN P60 RED 410mm Wide x 457mm Deep x 216mm High, NON3 MAXI BIN P30 RED 205mm Wide x 280mm Deep x 165mm High	1	1,500.95	
INV 101000634	21/05/2025	Rachet Tie Down 50mm x 93 2500kg	1	69.90	
Leanne Alys McKeough					
EFT18084	30/05/2025	Monthly Council Fees & Allowance - May 2025	1		1,115.84
INV COUNCIL	128/05/2025	Meeting Fee for A McKeough - May 2025, I.T Allowance - May 2025	1	1,115.84	
Blanche Maree Walker					
EFT18085	30/05/2025	Monthly Council Fees & Allowance - May 2025	1		1,115.84
INV COUNCIL	128/05/2025	Monthly meeting fee for B Walker - May 2025, I.T Allowance - May 2025	1	1,115.84	
Jim Caunt					
EFT18086	30/05/2025	Monthly Council Fees & Allowance - May 2025	1		3,818.17
INV COUNCIL	128/05/2025	Meeting Fee for J Caunt - May 2025, Travel Allowance for J Caunt - May 2025, Monthly IT Allowance - May 2025, Monthly President Allowance - May 2025	1	3,818.17	
Hamish McTaggart					
EFT18087	30/05/2025	Monthly Council Fees & Allowance - May 2025	1		2,124.24
INV COUNCIL	128/05/2025	Meeting Fee for H McTaggart - May 2025, Travel Allowance - May 2025, Deputy President Allowance - May 2025, I.T Allowance - May 2025	1	2,124.24	
Ray Hoseason-Smith					
EFT18088	30/05/2025	Monthly Council Fees & Allowance - May 2025	1		1,115.84
INV COUNCIL	128/05/2025	Meeting Fee for R Hoseason-Smith - May 2025, I.T Allowance - May 2025	1	1,115.84	
William Baston					
EFT18089	30/05/2025	Monthly Council Fees & Allowance - May 2025	1		1,134.68
INV COUNCIL	128/05/2025	Meeting Fee for Will Baston - May 2025, Travel Allowance - May 2025, I.T Allowance - May 2025,	1	1,134.68	
Peter Windie					
EFT18090	30/05/2025	Monthly Council Fees & Allowance - May 2025	1		1,115.84
INV COUNCIL	128/05/2025	Meeting Fee for P Windie - May 2025, I.T Allowance - May 2025	1	1,115.84	
Greenfield Technical Services					
EFT18091	30/05/2025	C3385 - State Initiative Program 24/25 - Carnarvon/Mullewa - Engineering Consultancy Services 5 May - 18 May 2025	1		37,201.18
INV INV-4606	21/05/2025	C3385 - State Initiative Program 24/25 - Carnarvon/Mullewa - Engineering Consultancy Services For Upgrade Of The Carnarvon Mullewa Rd 2024/25 5 May - 18 May 2025	1	21,754.70	
INV INV-4590	23/05/2025	C3385 - State Initiative Program 24/25 - Carnarvon/Mullewa - Engineering Consultancy Services For Upgrade Of The Carnarvon Mullewa Rd 2024/25 1 April - 30 April 2025	1	13,405.98	
INV INV-4583	23/05/2025	Project Manager for DRFAWA AGRN 1062 1 April - 30 April 2025	1	2,040.50	

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ABBL Contracting & Maintenance					
EFT18092	30/05/2025	R2R - Carnarvon/Mullewa Resheet - Install rock and shape drain SLK169	1		6,039.00
INV INV-1407	23/05/2025	Install rock and shape drain SLK169	1	3,498.00	
INV INV-1415	26/05/2025	C3388 - Labour Hire - Roller Operator Week Ending 25/05/2025	1	2,541.00	
ABBL Contracting & Maintenance					
EFT18093	30/05/2025	In-Town Water Supply - Disconnect, lower 4 x 33,000L Tanks and reconnect	1		28,031.30
INV INV-1402	19/05/2025	Labour Hire for Parks and Gardens - WE 09/05/2025 and WE 16/05/2025 - Brendan Lathwell, Labour Hire for Parks and Gardens - WE 09/05/2025 and WE 16/05/2025 - Brendan Lathwell, Labour Hire for Parks and Gardens - WE 09/05/2025 and WE 16/05/2025 - Brendan Lathwell, Labour Hire for Parks and Gardens - WE 09/05/2025 and WE 16/05/2025 - Brendan Lathwell	1	5,280.00	
INV INV-1408	23/05/2025	bitumen repairs SLK0.25	1	1,375.00	
INV INV-1411	23/05/2025	Disconnect, lower 4 x 33,000L Tanks and reconnect as per attached quote. No additional materials included.	1	10,145.30	
INV INV-1412	23/05/2025	Supply and install concrete blocks for RO Plant to be situated on. Blocks to be installed to height as per your request and ground compacted.	1	5,401.00	
INV INV-1406	23/05/2025	Caravan Park and Pub Repairs - April/May 2025	1	5,830.00	
Bishop Transport					
EFT18094	30/05/2025	Generator P72 Camp - Freight Bentley to Carnarvon - Generator	1		277.63
INV B304894	21/05/2025	Freight Bentley to Carnarvon - Generator	1	277.63	
Carnarvon Growers Association Inc					
EFT18095	30/05/2025	Two Rivers Memorial Park Tourist Stop Public Amenities - Various Parts	1		113.20
INV INV-43185023/05/2025		As per quote - QU-03786	1	59.84	
INV INV-43202927/05/2025		ITORS119-10-A TELESCOPIC PVC SOCK/SOCK 25MM	1	53.36	
Carnarvon Auto Service Pty Ltd t/a Carnarvon Tyres & Towing					
EFT18096	30/05/2025	P128 - ISUZU Service Truck - Tyre Fitting, Wheel Balancing and Tyre Disposal x 2	1		131.80
INV 0009548	22/05/2025	Tyre Fitting, Wheel Balancing and Tyre Disposal	1	131.80	
Gascoyne Plumbing Solutions					
EFT18097	30/05/2025	P144 - Kings Caravan (Works Manager Camp) - Works on Caravan	1		9,558.00
INV 3829	19/05/2025	Works Caravan - All Works	1	9,558.00	
Interact Digital					
EFT18098	30/05/2025	Digital Marketing Sevices - May 2025	1		5,170.00
INV 2093	17/04/2025	Tourism Digital Marketing Campaign Tiny Towns Campaign Management & Advertising	1	2,420.00	
INV 2127	20/05/2025	Tourism Digital Marketing Campaign May Visit Upper Gascoyne & Pub Reopening Management & Advertising	1	2,750.00	

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Jarrahbar Contracting					
EFT18099	30/05/2025	Chemical Shed and Eye Wash/Shower Station - Freight from Perth to Gascoyne Junction	1		1,732.50
INV INV-0795	26/05/2025	Freight from Perth to Gascoyne Junction	1	1,732.50	
Jolly's Tyre Service					
EFT18100	30/05/2025	P132 - Ford Ranger Super Cab - 3 x Tyres, Fitting and Alignment	1		1,828.00
INV 166095	23/05/2025	5101156 REMA Tip Top Sealastic, Butterfly Repair Kit - Agriculture	1	360.00	
INV 166007	23/05/2025	Supply and install 3 x Maxxis LT265/70R16 tyres, including valves, disposal, labour, and wheel alignment.	1	1,468.00	
Officeworks					
EFT18101	30/05/2025	Office Amenities & Minor Purchases - Stationery Order	1		350.35
INV 621863731	28/05/2025	Staedtler Textsurfer Classic Highlighters Assorted 6 Pack, ST364WP6, Energizer Max AA Batteries 24 Pack, EN910000, J.Burrows 80gsm Premium A4 Copy Paper Carton, JBCNCPA4CT, Delivery Fees	1	350.35	
Perfect Computer Solutions Pty Ltd					
EFT18102	30/05/2025	Phones for New Phone System - Admin Office and CRC	1		9,140.00
INV 29605	22/05/2025	Handsets Yealink T48U, deskphone, 7" LED (colour), Headset wireless Yealink WH62 - dual UC wireless headsets, PoE switch - shire to power deskphones through the network infrastructure at the shire. 48 port PoE switch (L2 Managed, 32 PoE), to replace existing non PoE switch, PoE switch - CRC - to power deskphones through the network infrastructure at the CRC. 16 port L2 (8 PoE)	1	9,140.00	
Raw Creative					
EFT18103	30/05/2025	CRC Marketing and Promotion - Signage - Design. Artwork and Production	1		5,195.00
INV 00004457	20/05/2025	Design Artwork and Project Management, Production of Reception Desk Panels and Rear Wall Sign, Production of Reception Desk Panels and Rear Wall Sign - Client Alterations	1	5,195.00	
Team Global Express					
EFT18104	30/05/2025	Freight for Works	1		188.54
INV 1173-MWB	25/05/2025	Freight for Works	1	188.54	
Tropics Hardware					
EFT18105	30/05/2025	P52 - Camp Trailer (with 4000L fuel tank) - ITM Air Compressor Direct Drive 2.5HP 50 Litre	1		749.00
INV 199117091	17/04/2025	ITM Air Compressor Direct Drive 2.5HP 50 Litre	1	749.00	
Valentine's Painting Service					
EFT18106	30/05/2025	Tourism Precinct Caretaking Expenditure - Conduct Painting to Tourist Park & Pub Areas	1		64,570.00
INV 14402	24/05/2025	Conduct painting as per attached quote.	1	64,570.00	
Westrac Pty Ltd					
EFT18107	30/05/2025	P146 - CAT Grader - Glass Door and Seal - Insurance	1		4,802.96
INV PC 1132170	16/04/2025	P138 loader 8E-5311 CORNER LH	1	-638.57	
INV PI 0936904	09/05/2025	135-0426 Lamp GP-SIGN	1	263.70	
INV PI 0938314	10/05/2025	135-0426 Lamp GP-SIGN	1	25.50	

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Westrac Pty Ltd					
INV PI 0973881	20/05/2025	357-9236 GLASS-DOOR	1	1,391.21	
INV PI 0973880	20/05/2025	153-700 battery	1	1,243.24	
INV PI 0978685	21/05/2025	357-9236 GLASS-DOOR, 353-7114 SEAL (440cm)	1	1,623.53	
INV PI 0978683	21/05/2025	132-9983 rear mirror convex	1	201.33	
INV PI 0978684	21/05/2025	parts on order03C3091496 associated with seat slide	1	349.38	
INV PI 0983598	22/05/2025	parts on order03C3091496 associated with seat slide	1	101.17	
INV PI 0987741	23/05/2025	parts on order03C3091496 associated with seat slide	1	242.47	
Super Directions Fund					
DD11691.1	07/05/2025	Superannuation contributions	1		382.15
INV SUPER	07/05/2025	Super. for Nathaniel John Rogers 967644975 07/05/2025	1	382.15	
Retail Employees Superannuation Trust					
DD11691.2	07/05/2025	Payroll deductions	1		650.65
INV SUPER	07/05/2025	Super. for Brooke Podmore 125432453 07/05/2025, Super. for Brooke Podmore 125432453 07/05/2025	1	351.21	
INV DEDUCTIO	07/05/2025	Payroll Deduction for Ainsley Mia Hardie 07/05/2025, Payroll Deduction for Brooke Podmore 07/05/2025	1	299.44	
Equisuper					
DD11691.3	07/05/2025	Payroll deductions	1		922.35
INV SUPER	07/05/2025	Super. for Clive, David Ryder 912923 07/05/2025, Super. for Clive, David Ryder 912923 07/05/2025	1	707.85	
INV DEDUCTIO	07/05/2025	Payroll Deduction for Clive, David Ryder 07/05/2025	1	214.50	
Colonial First State					
DD11691.4	07/05/2025	Payroll deductions	1		993.30
INV SUPER	07/05/2025	Super. for Jeffrey Alan Pyman 011038084972 07/05/2025, Super. for Jeffrey Alan Pyman 011038084972 07/05/2025	1	762.30	
INV DEDUCTIO	07/05/2025	Payroll Deduction for Jeffrey Alan Pyman 07/05/2025	1	231.00	
Australian Super					
DD11691.5	07/05/2025	Payroll deductions	1		469.31
INV SUPER	07/05/2025	Super. for Ta-Leah Podmore 1075054315 07/05/2025	1	55.98	
INV DEDUCTIO	07/05/2025	Payroll Deduction for Alison Watson 07/05/2025	1	134.48	
INV DEDUCTIO	07/05/2025	Payroll Deduction for Andrea, Denise Pears 07/05/2025	1	278.85	
The Trustee For Aware Super					
DD11691.6	07/05/2025	Superannuation contributions	1		4,646.21
INV DEDUCTIO	07/05/2025	Payroll Deduction for Thomas George Fletcher 07/05/2025	1	300.00	
INV DEDUCTIO	07/05/2025	Payroll Deduction for Jarrod Lachlan Walker 07/05/2025	1	192.07	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
The Trustee For Aware Super					
INV DEDUCTIO	07/05/2025	Payroll Deduction for Dameon Dwayne Whitby 07/05/2025, Payroll Deduction for Candice Evelyn Murphy 07/05/2025	1	461.81	
INV SUPER	07/05/2025	Super. for Thomas George Fletcher 65322422 07/05/2025, Super. for Jarrod Lachlan Walker 65337760 07/05/2025, Super. for Jarrod Lachlan Walker 65337760 07/05/2025, Super. for John Leslie McCleary 65329048 07/05/2025, Super. for Dameon Dwayne Whitby 65322126 07/05/2025, Super. for Dameon Dwayne Whitby 65322126 07/05/2025, Super. for Candice Evelyn Murphy 65333948 07/05/2025, Super. for Candice Evelyn Murphy 65333948 07/05/2025	1	3,692.33	
Australian Retirement Trusts					
DD11691.7	07/05/2025	Superannuation contributions	1		843.79
INV DEDUCTIO	07/05/2025	Payroll Deduction for Cherie Jessica Walker 07/05/2025	1	196.23	
INV SUPER	07/05/2025	Super. for Cherie Jessica Walker 902432443 07/05/2025, Super. for Cherie Jessica Walker 902432443 07/05/2025	1	647.56	
MLC Masterkey Super					
DD11691.8	07/05/2025	Superannuation contributions	1		902.95
INV DEDUCTIO	07/05/2025	Payroll Deduction for Sean Wallace Walker 07/05/2025	1	209.99	
INV SUPER	07/05/2025	Super. for Sean Wallace Walker 4901151 07/05/2025, Super. for Sean Wallace Walker 4901151 07/05/2025	1	692.96	
ANZ Smart Choice Super					
DD11691.9	07/05/2025	Superannuation contributions	1		620.92
INV DEDUCTIO	07/05/2025	Payroll Deduction for Billie O'Sullivan 07/05/2025	1	144.40	
INV SUPER	07/05/2025	Super. for Billie O'Sullivan 016610240380065 07/05/2025, Super. for Billie O'Sullivan 016610240380065 07/05/2025	1	476.52	
Super Directions Fund					
DD11731.1	21/05/2025	Superannuation contributions	1		387.97
INV SUPER	21/05/2025	Super. for Nathaniel John Rogers 967644975 21/05/2025	1	387.97	
Retail Employees Superannuation Trust					
DD11731.2	21/05/2025	Payroll deductions	1		597.43
INV SUPER	21/05/2025	Super. for Brooke Podmore 125432453 21/05/2025, Super. for Brooke Podmore 125432453 21/05/2025	1	310.37	
INV DEDUCTIO	21/05/2025	Payroll Deduction for Ainsley Mia Hardie 21/05/2025, Payroll Deduction for Brooke Podmore 21/05/2025	1	287.06	
Equipsuper					
DD11731.3	21/05/2025	Payroll deductions	1		922.35
INV SUPER	21/05/2025	Super. for Clive, David Ryder 912923 21/05/2025, Super. for Clive, David Ryder 912923 21/05/2025	1	707.85	
INV DEDUCTIO	21/05/2025	Payroll Deduction for Clive, David Ryder 21/05/2025	1	214.50	
Colonial First State					
DD11731.4	21/05/2025	Payroll deductions	1		993.30
INV SUPER	21/05/2025	Super. for Jeffrey Alan Pyman 011038084972 21/05/2025, Super. for Jeffrey Alan Pyman 011038084972 21/05/2025	1	762.30	
INV DEDUCTIO	21/05/2025	Payroll Deduction for Jeffrey Alan Pyman 21/05/2025	1	231.00	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
Australian Super					
DD11731.5	21/05/2025	Payroll deductions	1		594.83
INV SUPER	21/05/2025	Super. for Ta-Leah Podmore 1075054315 21/05/2025	1	181.50	
INV DEDUCTIO	21/05/2025	Payroll Deduction for Alison Watson 21/05/2025	1	134.48	
INV DEDUCTIO	21/05/2025	Payroll Deduction for Andrea, Denise Pears 21/05/2025	1	278.85	
The Trustee For Aware Super					
DD11731.6	21/05/2025	Superannuation contributions	1		4,775.51
INV DEDUCTIO	21/05/2025	Payroll Deduction for Thomas George Fletcher 21/05/2025	1	300.00	
INV DEDUCTIO	21/05/2025	Payroll Deduction for Jarrod Lachlan Walker 21/05/2025	1	192.07	
INV DEDUCTIO	21/05/2025	Payroll Deduction for John Leslie McCleary 21/05/2025	1	129.30	
INV DEDUCTIO	21/05/2025	Payroll Deduction for Dameon Dwayne Whitby 21/05/2025, Payroll Deduction for Candice Evelyn Murphy 21/05/2025	1	461.81	
INV SUPER	21/05/2025	Super. for Thomas George Fletcher 65322422 21/05/2025, Super. for Jarrod Lachlan Walker 65337760 21/05/2025, Super. for Jarrod Lachlan Walker 65337760 21/05/2025, Super. for John Leslie McCleary 65329048 21/05/2025, Super. for Dameon Dwayne Whitby 65322126 21/05/2025, Super. for Dameon Dwayne Whitby 65322126 21/05/2025, Super. for Candice Evelyn Murphy 65333948 21/05/2025, Super. for Candice Evelyn Murphy 65333948 21/05/2025	1	3,692.33	
Australian Retirement Trusts					
DD11731.7	21/05/2025	Superannuation contributions	1		1,045.59
INV DEDUCTIO	21/05/2025	Payroll Deduction for Cherie Jessica Walker 21/05/2025	1	243.16	
INV SUPER	21/05/2025	Super. for Cherie Jessica Walker 902432443 21/05/2025, Super. for Cherie Jessica Walker 902432443 21/05/2025	1	802.43	
MLC Masterkey Super					
DD11731.8	21/05/2025	Superannuation contributions	1		902.95
INV DEDUCTIO	21/05/2025	Payroll Deduction for Sean Wallace Walker 21/05/2025	1	209.99	
INV SUPER	21/05/2025	Super. for Sean Wallace Walker 4901151 21/05/2025, Super. for Sean Wallace Walker 4901151 21/05/2025	1	692.96	
ANZ Smart Choice Super					
DD11731.9	21/05/2025	Superannuation contributions	1		620.92
INV DEDUCTIO	21/05/2025	Payroll Deduction for Billie O'Sullivan 21/05/2025	1	144.40	
INV SUPER	21/05/2025	Super. for Billie O'Sullivan 016610240380065 21/05/2025, Super. for Billie O'Sullivan 016610240380065 21/05/2025	1	476.52	
CBUS					
DD11691.10	07/05/2025	Superannuation contributions	1		705.75
INV DEDUCTIO	07/05/2025	Payroll Deduction for Cynthia Ann Wright 07/05/2025	1	164.13	
INV SUPER	07/05/2025	Super. for Cynthia Ann Wright 6406493 07/05/2025, Super. for Cynthia Ann Wright 6406493 07/05/2025	1	541.62	
IOOF INVESTMENT MANAGEMENT					
DD11691.11	07/05/2025	Payroll deductions	1		209.00

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
IOOF INVESTMENT MANAGEMENT					
INV DEDUCTIO	07/05/2025	Payroll Deduction for Jamie Podmore 07/05/2025	1	209.00	
Australian Super					
DD11691.12	07/05/2025	Superannuation contributions	1		1,363.98
INV SUPER	07/05/2025	Super. for Alison Watson 702403355 07/05/2025, Super. for Alison Watson 702403355 07/05/2025, Super. for Andrea, Denise Pears 65519574 07/05/2025, Super. for Andrea, Denise Pears 65519574 07/05/2025	1	1,363.98	
NGS Super					
DD11691.13	07/05/2025	Superannuation contributions	1		636.93
INV SUPER	07/05/2025	Super. for Ainsley Mia Hardie 440111567 07/05/2025, Super. for Ainsley Mia Hardie 440111567 07/05/2025	1	636.93	
IOOF					
DD11691.14	07/05/2025	Superannuation contributions	1		689.70
INV SUPER	07/05/2025	Super. for Jamie Podmore 16574373 07/05/2025, Super. for Jamie Podmore 16574373 07/05/2025	1	689.70	
CBUS					
DD11731.10	21/05/2025	Superannuation contributions	1		705.75
INV DEDUCTIO	21/05/2025	Payroll Deduction for Cynthia Ann Wright 21/05/2025	1	164.13	
INV SUPER	21/05/2025	Super. for Cynthia Ann Wright 6406493 21/05/2025, Super. for Cynthia Ann Wright 6406493 21/05/2025	1	541.62	
IOOF INVESTMENT MANAGEMENT					
DD11731.11	21/05/2025	Payroll deductions	1		209.00
INV DEDUCTIO	21/05/2025	Payroll Deduction for Jamie Podmore 21/05/2025	1	209.00	
Australian Super					
DD11731.12	21/05/2025	Superannuation contributions	1		1,363.99
INV SUPER	21/05/2025	Super. for Alison Watson 702403355 21/05/2025, Super. for Alison Watson 702403355 21/05/2025, Super. for Andrea, Denise Pears 65519574 21/05/2025, Super. for Andrea, Denise Pears 65519574 21/05/2025	1	1,363.99	
NGS Super					
DD11731.13	21/05/2025	Superannuation contributions	1		636.93
INV SUPER	21/05/2025	Super. for Ainsley Mia Hardie 440111567 21/05/2025, Super. for Ainsley Mia Hardie 440111567 21/05/2025	1	636.93	
IOOF					
DD11731.14	21/05/2025	Superannuation contributions	1		689.70
INV SUPER	21/05/2025	Super. for Jamie Podmore 16574373 21/05/2025, Super. for Jamie Podmore 16574373 21/05/2025	1	689.70	

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TOTAL INVOICES BY PAYMENT TYPE	
Cheque	33,054.08
Direct Debit / BPAY	28,483.21
EFT	1,905,024.48

REPORT TOTALS

Bank Code	Bank Name	TOTAL
1	MUNICIPAL FUND BANK	1,966,561.77
TOTAL		1,966,561.77
TOTAL CREDIT NOTES		0.00
TOTAL PAYMENTS LESS CREDIT NOTES		1,966,561.77

APPENDIX 2

(Monthly Financial Report for May 2025 Report.)

SHIRE OF UPPER GASCOYNE

MONTHLY FINANCIAL REPORT

For the Period Ending 31 May 2025

RSM Australia Pty Ltd

Level 1, 12 Bayly Street Geraldton WA 6530

PO Box 61 Geraldton WA 6531

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Compilation Report

To the Council

Shire of Upper Gascoyne

Scope

We have compiled the accompanying special purpose financial statements.

The specific purpose for which the special purpose financial report has been prepared is to provide information relating to the financial performance and financial position of the Shire that satisfies the information needs of the Council and the *Local Government Act 1995* and associated regulations.

The responsibility of the Shire

The Shire is solely responsible for the information contained in the special purpose financial report and have determined that the accounting policies used are consistent and are appropriate to satisfy the requirements of the Council and the *Local Government Act 1995* and associated regulations.

Our responsibility

On the basis of information provided by the Shire, we have compiled the accompanying special purpose financial statements in accordance with the significant accounting policies adopted as set out in Note 1 to the financial statements and APES 315: Compilation of Financial Information.

Our procedures use accounting expertise to collect, classify and summarise the financial information, which the Management provided, into a financial report. Our procedures do not include any verification or validation procedures. No audit or review has been performed and accordingly no assurance is expressed.

To the extent permitted by law, we do not accept liability for any loss or damage which any person, other than the Shire of Upper Gascoyne, may suffer arising from negligence on our part.

This report was prepared for the benefit of the Council of the Shire of Upper Gascoyne and the purpose identified above. We do not accept responsibility to any other person for the content of the report.

A handwritten signature in blue ink, appearing to read 'J. Bell'.

Signed at GERALDTON

Date 20th June 2025

RSM Australia Pty Ltd
Chartered Accountants

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RSM Australia Pty Ltd ACN 009 321 377 atf Birdanco Practice Trust ABN 65 319 382 479 trading as RSM

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SHIRE OF UPPER GASCOYNE
MONTHLY FINANCIAL REPORT
For the Period Ending 31 May 2025
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SHIRE OF UPPER GASCOYNE
MONTHLY FINANCIAL REPORT
For the Period Ending 31 May 2025
EXECUTIVE SUMMARY

Statement of Financial Activity

Statements are presented on page 8 showing a surplus/(deficit) as at 31 May 2025 of \$4,022,512

Significant Revenue and Expenditure

	Collected / Completed %	Annual Budget \$	YTD Budget \$	YTD Actual \$
Significant Projects				
State Initiative Program 24/25 - Carnarvon/Mullewa	61%	5,035,766	4,782,667	3,081,998
R2R - Carnarvon/Mullewa Resheet	83%	1,034,958	776,223	858,425
Reverse Osmosis Plant	57%	640,000	640,000	364,057
	64%	6,710,724	6,198,890	4,304,480
Grants, Subsidies and Contributions				
Grants, Subsidies and Contributions	31%	12,908,424	11,973,347	3,978,150
Capital Grants, Subsidies and Contributions	74%	9,420,808	8,030,169	7,017,572
	49%	22,329,232	20,003,516	10,995,722
Rates Levied	99%	1,989,619	1,994,619	1,962,951

% - Compares current YTD actuals to the Annual Budget

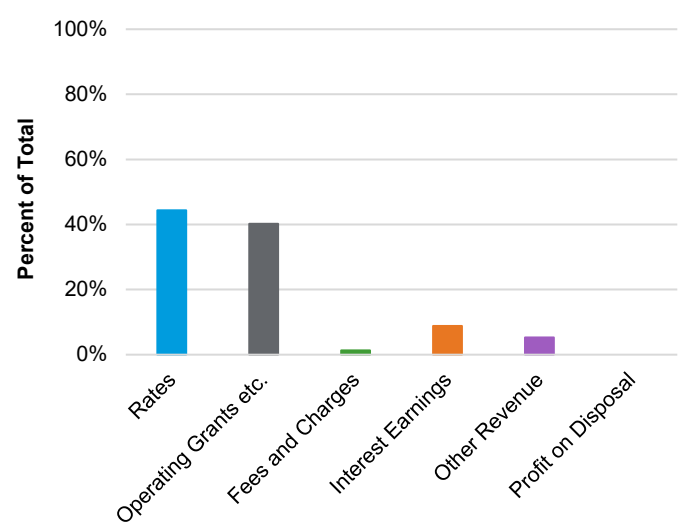
Financial Position

Account	Difference to Prior Year %	Current Year 31 May 25 \$	Prior Year 31 May 24 \$
Adjusted Net Current Assets	(210%)	4,022,510	1,911,001
Cash and Equivalent - Unrestricted	163%	4,294,895	2,639,963
Cash and Equivalent - Restricted	92%	1,904,811	2,071,180
Receivables - Rates	252%	389,541	154,494
Receivables - Other	84%	202,528	241,826
Payables	196%	(2,247,188)	(1,148,951)

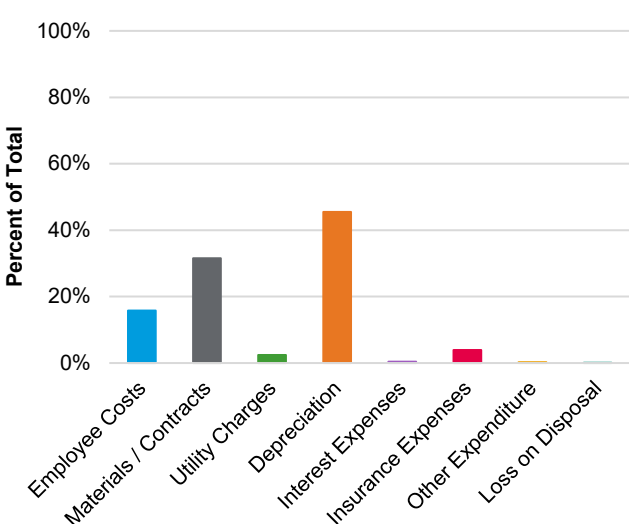
% - Compares current YTD actuals to prior year actuals

SHIRE OF UPPER GASCOYNE
MONTHLY FINANCIAL REPORT
For the Period Ending 31 May 2025
SUMMARY GRAPHS - OPERATING

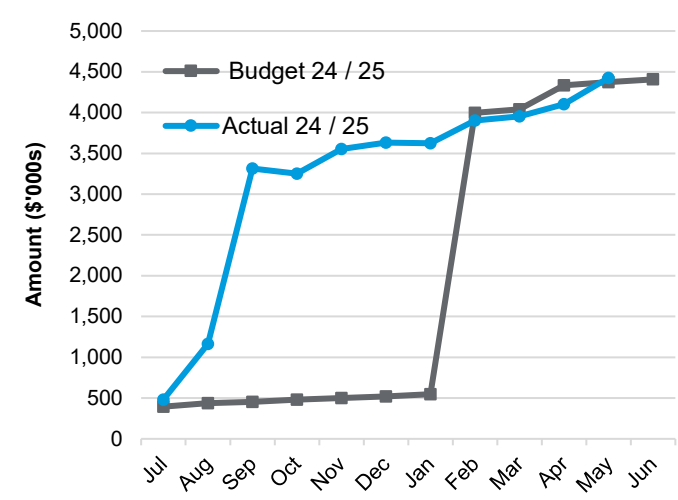
Operating Income (exc. Flood Damage)



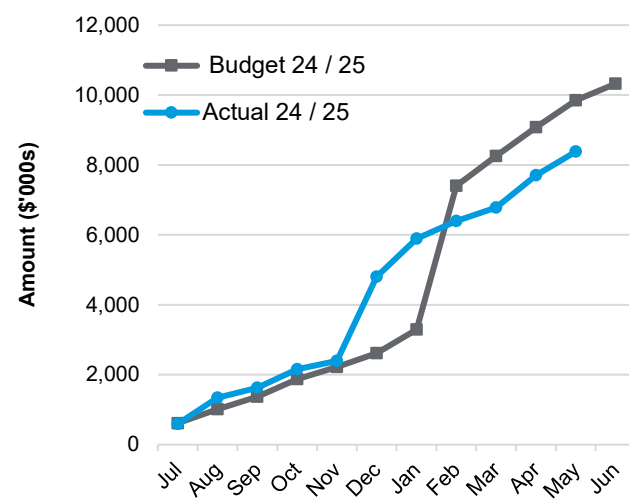
Operating Expenditure (exc. Flood Damage)



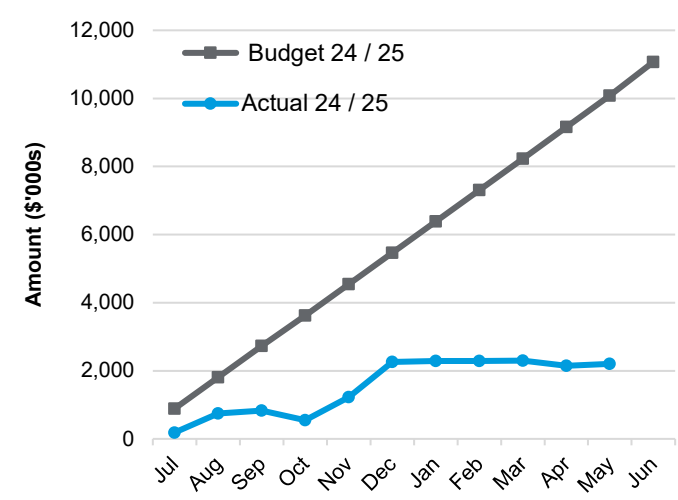
Operating Revenues (exc. Flood Damage)



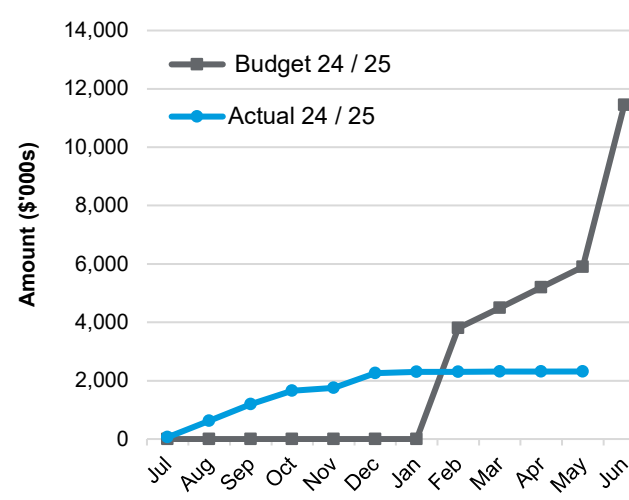
Operating Expenses (exc. Flood Damage)



Flood Damage Revenue

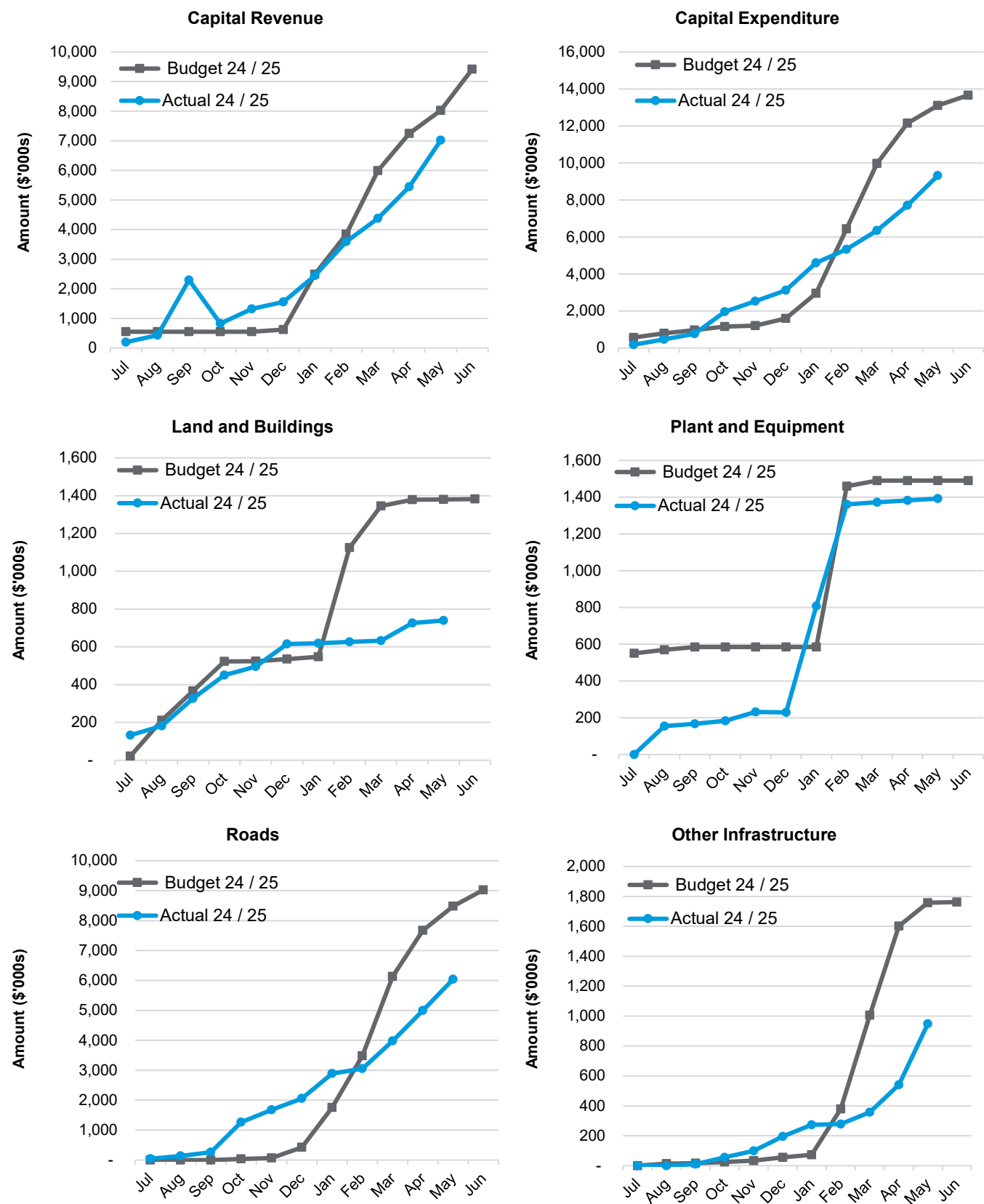


Flood Damage Expenses



This information needs to be read in conjunction with the accompanying Financial Statements and Notes.

SHIRE OF UPPER GASCOYNE
MONTHLY FINANCIAL REPORT
For the Period Ending 31 May 2025
SUMMARY GRAPHS - CAPITAL



This information needs to be read in conjunction with the accompanying Financial Statements and Notes.

SHIRE OF UPPER GASCOYNE
STATEMENT OF COMPREHENSIVE INCOME
For the Period Ending 31 May 2025

NATURE OR TYPE

	Note	Annual Budget \$	YTD Budget \$	YTD Actual \$	Var* \$	Var* %	Var
Revenue							
Rates	10	1,989,619	1,994,619	1,962,951	(31,668)	(2%)	▼
Grants, Subsidies and Contributions	12(a)	1,836,391	1,823,977	1,779,678	(44,299)	(2%)	▼
Fees and Charges		52,685	50,298	58,129	7,831	16%	
Interest Earnings		397,136	382,136	390,442	8,306	2%	
Other Revenue		130,955	120,547	234,045	113,498	94%	▲
Profit on Disposal of Assets		-	-	-	-		
		4,406,786	4,371,577	4,425,245			
Expenses							
Employee Costs		(2,058,940)	(2,183,978)	(1,323,766)	860,212	39%	▲
Materials and Contracts		(3,248,889)	(2,990,360)	(2,643,455)	346,905	12%	▲
Utility Charges		(239,701)	(220,563)	(202,956)	17,607	8%	
Depreciation on Non-current Assets		(4,212,998)	(3,904,343)	(3,812,117)	92,226	2%	▲
Finance Cost		(103,188)	(94,965)	(34,619)	60,346	64%	▲
Insurance Expenses		(318,989)	(318,987)	(328,259)	(9,272)	(3%)	
Other Expenditure		(131,800)	(124,050)	(25,669)	98,381	79%	▲
		(10,314,505)	(9,837,246)	(8,370,841)			
Other Income and Expenses							
Capital Grants, Subsidies and Contributions	12(b)	9,420,808	8,030,169	7,017,572	(1,012,597)	(13%)	▼
(Loss) on Disposal of Assets	8	(9,058)	(9,058)	(9,058)	-	0%	
		9,411,750	8,021,111	7,008,514			
Flood Damage							
Reimbursements	12(c)	11,072,033	10,149,370	2,198,472	(7,950,898)	(78%)	▼
Materials and Contracts		(11,446,033)	(5,900,033)	(2,314,596)	3,585,437	61%	▲
		(374,000)	4,249,337	(116,125)			
Net Result		3,130,030	6,804,779	2,946,793			

* - Note 2 provides an explanation for the relevant variances shown above.

This statement needs to be read in conjunction with the accompanying Financial Statements and Notes.

SHIRE OF UPPER GASCOYNE
STATEMENT OF COMPREHENSIVE INCOME
For the Period Ending 31 May 2025
REPORTING PROGRAM

	Note	Annual Budget \$	YTD Budget \$	YTD Actual \$	Var* \$	Var* %
Revenue						
Governance		1,000	913	691	(222)	(24%)
General Purpose Funding		3,164,384	3,153,971	3,126,122	(27,849)	(1%)
Law, Order and Public Safety		41,473	41,472	43,194	1,722	4%
Health		500	462	368	(94)	(20%)
Education and Welfare		129,795	119,476	130,472	10,996	9%
Community Amenities		11,850	11,850	16,626	4,776	40%
Recreation and Culture		21,750	19,950	28,404	8,454	42%
Transport		905,649	902,736	908,584	5,848	1%
Economic Services		80,385	74,910	14,450	(60,460)	(81%)
Other Property and Services		50,000	45,837	156,333	110,496	241%
		4,406,786	4,371,577	4,425,245		
Expenses						
Governance		(724,288)	(635,984)	(530,867)	105,117	17%
General Purpose Funding		(123,892)	(129,135)	(57,010)	72,125	56%
Law, Order and Public Safety		(178,869)	(163,462)	(110,199)	53,263	33%
Health		(28,400)	(26,508)	(16,776)	9,732	37%
Education and Welfare		(709,227)	(656,272)	(425,633)	230,639	35%
Housing		(576,353)	(607,670)	(438,935)	168,735	28%
Community Amenities		(182,168)	(168,089)	(86,477)	81,612	49%
Recreation and Culture		(613,130)	(567,747)	(530,358)	37,389	7%
Transport		(5,775,523)	(5,369,134)	(5,088,813)	280,321	5%
Economic Services		(1,352,655)	(1,263,348)	(937,976)	325,372	26%
Other Property and Services		(50,000)	(249,897)	(147,798)	102,099	41%
		(10,314,505)	(9,837,246)	(8,370,841)		
Other Income and Expenses						
Capital Grants, Subsidies and Contributic	12(b)	9,420,808	8,030,169	7,017,572	(1,012,597)	(13%)
(Loss) on Disposal of Assets	8	(9,058)	(9,058)	(9,058)	(0)	(0%)
		9,411,750	8,021,111	7,008,514		
Flood Damage - Transport						
Reimbursements	12(c)	11,072,033	10,149,370	2,198,472	(7,950,898)	78%
Materials and Contracts		(11,446,033)	(5,900,033)	(2,314,596)	3,585,437	61%
		(374,000)	4,249,337	(116,125)		
Net Result		3,130,031	6,804,779	2,946,793		

* - Note 2 provides an explanation for the relevant variances shown above.

This statement needs to be read in conjunction with the accompanying Financial Statements and Notes.

SHIRE OF UPPER GASCOYNE
STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

		Annual Budget	YTD Budget (a)	YTD Actual (b)	Var* (b) - (a) \$	Var* (b) - (a) / (a) %	Var
Note		\$	\$	\$	\$	%	
Revenue from Operating Activities							
	Rates	1,989,619	1,994,619	1,962,951	(31,668)	(2%)	▼
	Grants, Subsidies and Contributions	12,908,424	11,973,347	3,978,150	(7,995,197)	(67%)	▼
	Fees and Charges	52,685	50,298	58,129	7,831	16%	
	Interest Earnings	397,136	382,136	390,442	8,306	2%	
	Other Revenue	130,955	120,547	234,045	113,498	94%	▲
	Profit on Disposal of Assets	-	-	-	-		
		15,478,819	14,520,947	6,623,717			
Expenditure from Operating Activities							
	Employee Costs	(2,058,940)	(2,183,978)	(1,323,766)	860,212	39%	▲
	Materials and Contracts	(14,694,922)	(8,890,393)	(4,958,051)	3,932,342	44%	▲
	Utility Charges	(239,701)	(220,563)	(202,956)	17,607	8%	
	Depreciation on Non-current Assets	(4,212,998)	(3,904,343)	(3,812,117)	92,226	2%	▲
	Finance Cost	(103,188)	(94,965)	(34,619)	60,346	64%	▲
	Insurance Expenses	(318,989)	(318,987)	(328,259)	(9,272)	(3%)	
	Other Expenditure	(131,800)	(124,050)	(26,569)	97,481	79%	▲
	(Loss) on Disposal of Assets	(9,058)	(9,058)	(9,058)	(0)	(0%)	
		(21,769,597)	(15,746,337)	(10,695,396)			
Excluded Non-cash Operating Activities							
	Depreciation and Amortisation	4,212,998	3,904,343	3,812,117			
	(Profit) / Loss on Asset Disposal	9,058	9,058	9,058			
	Movement in Employee Provision Reserve	-	-	3,489			
	Net Amount from Operating Activities	(2,068,721)	2,688,011	(247,015)			
Investing Activities							
Inflows from Investing Activities							
	Capital Grants, Subsidies and Contributions	9,420,808	8,030,169	7,017,572	(1,012,597)	(13%)	▼
	Proceeds from Disposal of Assets	152,703	124,037	152,703	28,666	23%	▲
		9,573,511	8,154,206	7,170,275			
Outflows from Investing Activities							
	Payments for Land and Buildings	(1,381,909)	(1,365,245)	(739,487)	625,758	46%	▲
	Payments for Plant and Equipment	(1,490,035)	(1,490,035)	(1,392,113)	97,922	7%	▲
	Payments for Furniture and Equipment	(34,155)	(34,155)	(22,464)	11,691	34%	
	Payments for Infrastructure Assets - Roads	(9,027,389)	(8,479,807)	(6,039,944)	2,439,863	29%	▲
	Payments for Infrastructure Assets - Footpaths	(300,000)	(300,000)	(177,505)	122,495	41%	▲
	Payments for Infrastructure Assets - Other	(1,462,400)	(1,457,400)	(948,210)	509,190	35%	▲
		(13,695,888)	(13,126,642)	(9,319,724)			
	Net Amount from Investing Activities	(4,122,377)	(4,972,436)	(2,149,449)			
Financing Activities							
Inflows from Financing Activities							
	Proceeds from New Debentures	-	-	-	-		
	Transfer from Reserves	161,909	-	-	-		
	Plus unspent borrowings brought forward	148,795	-	148,795			
		310,704	-	148,795			
Outflows from Financing Activities							
	Repayment of Debentures	(185,426)	(208,800)	(208,800)	-	0%	
	Transfer to Reserves	(490,882)	-	(77,721)	(77,721)		
		(676,308)	(208,800)	(286,521)			
	Net Amount from Financing Activities	(365,604)	(208,800)	(137,726)			
Movement in Surplus or Deficit							
Opening Funding Surplus / (Deficit)							
	Amount attributable to operating activities	(2,068,721)	2,688,011	(247,015)			
	Amount attributable to investing activities	(4,122,377)	(4,972,436)	(2,149,449)			
	Amount attributable to financing activities	(365,604)	(208,800)	(137,726)			
	Closing Surplus / (Deficit)	(0)	4,063,477	4,022,512			

* - Note 2 provides an explanation for the relevant variances shown above.

This statement needs to be read in conjunction with the accompanying Financial Statements and Notes.

SHIRE OF UPPER GASCOYNE
STATEMENT OF FINANCIAL POSITION
For the Period Ending 31 May 2025

	2025	2024
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	6,199,320	9,447,752
Trade and other receivables	633,584	517,379
Inventories	209,945	208,545
Other assets	747,791	1,601,891
TOTAL CURRENT ASSETS	7,790,640	11,775,567
NON-CURRENT ASSETS		
Other financial assets	41,585	41,585
Property, plant and equipment	14,295,709	12,901,252
Infrastructure	100,371,816	96,419,527
TOTAL NON-CURRENT ASSETS	114,709,110	109,362,364
TOTAL ASSETS	122,499,750	121,137,931
CURRENT LIABILITIES		
Trade and other payables	536,414	983,577
Other liabilities	1,116,378	2,063,428
Borrowings	191,501	185,041
Employee related provisions	324,576	329,909
TOTAL CURRENT LIABILITIES	2,168,868	3,561,955
NON-CURRENT LIABILITIES		
Borrowings	925,833	1,117,720
Employee related provisions	87,461	87,461
TOTAL NON-CURRENT LIABILITIES	1,013,294	1,205,181
TOTAL LIABILITIES	3,182,162	4,767,136
NET ASSETS	119,317,588	116,370,795
EQUITY		
Retained surplus	66,269,818	63,400,745
Reserve accounts	1,904,811	1,827,091
Revaluation surplus	51,142,959	51,142,959
TOTAL EQUITY	119,317,588	116,370,795

SHIRE OF UPPER GASCOYNE
STATEMENT OF CAPITAL ACQUISITIONS AND FUNDING
For the Period Ending 31 May 2025
CAPITAL ACQUISITIONS AND FUNDING

Asset Group	Note	Annual Budget \$	YTD Actual Total \$	Var \$
Land and Buildings	9(a)	1,381,909	739,487	(642,422)
Plant and Equipment	9(b)	1,490,035	1,392,113	(97,922)
Furniture and Equipment	9(c)	34,155	22,464	(11,691)
Infrastructure Assets - Roads	9(d)	9,027,389	6,039,944	(2,987,445)
Infrastructure Assets - Footpaths	9(e)	300,000	177,505	(122,495)
Infrastructure Assets - Other	9(f)	1,462,400	948,210	(514,190)
Total Capital Expenditure		13,695,888	9,319,724	(4,376,164)
Capital Acquisitions Funded by:				
Capital Grants and Contributions		9,420,808	7,017,572	(2,403,236)
Borrowings		-	-	-
Other (Disposals and C/Fwd)		152,703	152,703	-
Council Contribution - Reserves		-	-	-
Council Contribution - Operations		4,122,377	2,149,449	(1,972,928)
Total Capital Acquisitions Funding		13,695,888	9,319,724	

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

1. SIGNIFICANT ACCOUNTING POLICIES

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996 Regulation 34*.

The material variance adopted by the Shire of Upper Gascoyne for the 2024/25 year is \$25,000 or 10%, whichever is greater. Items considered to be of material variance are disclosed in Note 2.

The statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation. The preparation also requires management to make judgements, estimates and assumptions which effect the application of policies and the reported amounts in the statements and notes. These estimated figures are based on historical experience or other factors believed to be reasonable under the circumstances. Therefore, the actual results may differ from these reported amounts.

Actual and Budget comparatives are presented in year to date format unless otherwise stated.

Preparation

Prepared by: Tim Cooper
Reviewed by: Travis Bate
Date prepared: 20 Jun 25

(a) Basis of Preparation

The following financial statements are special purpose financial statements that have been prepared in accordance with the Australian Accounting Standards, Authoritative Interpretations, the *Local Government Act 1995*, and regulations, within the context in which they relate to local governments and not-for-profit entities.

With the exception of the rate setting information, the following report has been prepared on an accrual basis with balances measured at historical cost unless subject to fair value adjustments. Items subject to fair value adjustments include certain non-current assets, financial assets, and financial liabilities. Items such as assets, liabilities, equity, income and expenses have been recognised in accordance with the definitions and recognition criteria set out in the Framework for the Preparation and Presentation of Financial Statements.

These financial statements comply with, and supersede, the Australian Accounting Standards with the *Local Government (Financial Management) Regulations 1996* where applicable. Further information is provided in Note 1(i).

The functional and presentation currency of the report is Australian dollars.

(b) The Local Government Reporting Entity

The Australian Accounting Standards define local government as a reporting entity which can be a single entity or a group comprising a parent and all its subsidiaries. All funds controlled by the Shire in order to provide its services have formed part of the following report. Transactions and balances related to these controlled funds, such as transfers to and from reserves, were eliminated during the preparation of the report.

Funds held in Trust, which are controlled but not owned by the Shire, do not form part of the financial statements. Further information on the Shire funds in Trust are provided in Note 5.

(c) Rounding of Amounts

The Shire is an entity to which the *Local Government (Financial Management) Regulations 1996* applies and, accordingly amounts in the financial report have been rounded to the dollar except for amounts shown as a rate in the dollar. Where total assets exceed \$10,000,000 in the prior audited annual financial report, the amounts may be rounded to the nearest \$1,000.

(d) Goods and Services Tax (GST)

Revenue, expenses and assets are recognised net of the amount of goods and services tax (GST), except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(e) Superannuation

The Shire contributes to a number of superannuation funds on behalf of employees. All funds to which the Shire contributes are defined contribution plans.

(f) Cash and Cash Equivalents

Cash and cash equivalents normally include cash on hand, cash at bank, deposits on demand with banks, other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are shown as short term borrowings in current liabilities in Note 3 - Net Current Assets.

(g) Financial Assets at Amortised Cost

The Shire classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

(h) Inventories

General

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs related to completion and its sale.

Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed. Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point. Land held for sale is classified as current except where it is held as non-current based on Shire's intentions to release for sale.

(i) Trade and Other Receivables

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for grants, contributions, reimbursements, and goods sold and services performed on the ordinary course of business.

Trade and other receivables are recognised initially at the amount of consideration that is unconditional, unless they contain significant financing components, when they are recognised at fair value.

Trade receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

The Shire applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected credit loss allowance for all trade receivables. To measure the expected credit losses, rates receivables are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Fixed Assets

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Recognition of Assets

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

Gains and Losses on Disposal

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in profit or loss in the period which they arise.

(k) Depreciation of Non-current Assets

The depreciable amount of fixed assets included in buildings but excluding freehold land, are depreciated on a straight-line basis. The assets residual values and useful lives are reviewed and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its Major depreciation periods used for each class of depreciable asset are:

Asset	Years
Buildings	3 to 50 years
Furniture and equipment	1 to 20 years
Plant and equipment	1 to 25 years
Other infrastructure	5 to 50 years
Sealed roads and streets	
formation	not depreciated
pavement	39 years
seal	20 years
Gravel Roads	
formation	not depreciated
pavement	28 years
Formed subgrade	not depreciated
Unformed subgrade	not depreciated
Killili Bridge	100 years
Footpaths - slab	40 years
Drainage	30 - 108 years

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(l) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.

(m) Prepaid Rates

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

(n) Employee Benefits

Short-term employee benefits

Provision is made for the Shire's obligation for short-term employee benefits. Short term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled. The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the determination of the net current asset position. The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the determination of the net current asset position.

Other long-term employee benefits

Long-term employee benefits provisions are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Shire's obligations for long-term employee benefits are presented as non-current provisions in the statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

(o) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. Subsequent measurement is at amortised cost using the effective interest method. The annual government guarantee fee is expensed in the year incurred.

Borrowings are classified as current liabilities unless the Shire has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

The Shire has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied. Fair values of borrowings are not materially different to their carrying amount, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Borrowings fair values are based on the

(p) Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is

(q) Contract Liabilities

Contract liabilities represent the Shire's obligation to transfer goods or services to a customer for which the Shire has received consideration from the customer.

Contract liabilities represent obligations which are not yet satisfied. Contract liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

(r) Current and Non-current Classification

The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Shire's intentions to release for sale.

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(s) Nature or Type Classifications

Rates

All rates levied under the *Local Government Act 1995*. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

Grants, Subsidies and Contributions

All amounts received as grants, subsidies and contributions that are not capital grants.

Capital Grants, Subsidies and Contributions

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

Revenue from Contracts with Customers

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

Profit on Asset Disposal

Gain on the disposal of assets including gains on the disposal of long term investments.

Fees and Charges

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees.

Service Charges

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. Regulation 54 of the *Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services and water. Exclude rubbish removal charges which should not be classified as a service charge. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Interest Earnings

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Other Revenue / Income

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

Employee Costs

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

Materials and Contracts

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses (such as telephone and internet charges), advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc.

Utilities (Gas, Electricity, Water, etc.)

Expenditures made to the respective agencies for the provision of power, gas or water. Excludes expenditure incurred for the reinstatement of roadwork on behalf of these agencies.

Insurance

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

Loss on Asset Disposal

Loss on the disposal of fixed assets.

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(s) Nature or Type Classifications (Continued)

Depreciation on Non-current Assets

Depreciation expense raised on all classes of assets.

Finance Cost

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

Other Expenditure

Statutory fees, taxes, provision for bad debts, member's fees or levies including DFES levy and State taxes. Donations and subsidies made to community groups.

(t) Program Classifications (Function / Activity)

In order to discharge its responsibilities to the community, Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis, reflected by the Shire's Community Vision and for each of its broad activities/programs.

GOVERNANCE

Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and rate payers on matters which do not concern specific council services.

GENERAL PURPOSE FUNDING

Rates, general purpose government grants and interest revenue.

LAW, ORDER AND PUBLIC SAFETY

Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.

HEALTH

Control the quality of food and water. Environmental Health Officer twice per year.

EDUCATION AND WELFARE

Provide a range of appropriate services via the Community Resource Centre.

HOUSING

Provide housing for staff.

COMMUNITY AMENITIES

Rubbish collection services, operation of rubbish disposal sites, litter control, protection of the environment and administration of town planning schemes, cemetery and public conveniences.

RECREATION AND CULTURE

Maintenance of public use buildings and areas including various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, museum and other cultural facilities.

TRANSPORT

Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting, etc.

ECONOMIC SERVICES

Tourism and area promotion. Building Control.

OTHER PROPERTY AND SERVICES

Private works operation, plant repair and operation costs and engineering operation costs.

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(r) Revenue Recognition Policy

Recognition of revenue is dependant on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns / Refunds / Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Timing of revenue recognition
Rates	General Rates.	Over time	Payment dates adopted by Council during the year.	None.	Adopted by council annually.	When taxable event occurs.	Not applicable.	When rates notice is issued.
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services.	Over time	Fixed terms transfer of funds based on agreed milestones and reporting.	Contract obligation if project not complete.	Set by mutual agreement with the customer.	Based on the progress of works to match performance obligations.	Returns limited to repayment of transaction price of terms breached.	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared.
Grants, subsidies or contributions for the construction of non-financial assets	Construction or acquisition of recognisable non-financial assets to be controlled by the local government.	Over time	Fixed terms transfer of funds based on agreed milestones and reporting.	Contract obligation if project not complete.	Set by mutual agreement with the customer.	Based on the progress of works to match performance obligations.	Returns limited to repayment of transaction price of terms breached.	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared.
Grants with no contract commitments	General appropriations and contributions with no reciprocal commitment	No obligations	Not applicable.	Not applicable.	Cash received.	On receipt of funds.	Not applicable.	When assets are controlled.
Licences/ Registrations/ Approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming.	Single point in time	Full payment prior to issue.	None.	Set by State legislation or limited by legislation to the cost of provision.	Based on timing of issue of the associated rights.	No refunds.	On payment and issue of the licence, registration or approval.
Other inspections.	Regulatory Food, Health and Safety.	Single point in time.	Full payment prior to inspection.	None.	Set by State legislation or limited by legislation to the cost of provision.	Applied fully on timing of inspection .	Not applicable.	Revenue recognised after inspection event occurs.
Waste management collections.	Kerbside collection service.	Over time.	Payment on an annual basis in advance.	None.	Adopted by council annually.	Apportioned equally across the collection period.	Not applicable.	Output method based on regular weekly and fortnightly period as proportionate to collection service
Waste management entry fees.	Waste treatment, recycling and disposal service at disposal sites.	Single point in time.	Payment in advance at gate or on normal trading terms if credit provided .	None.	Adopted by council annually.	Based on timing of entry to facility.	Not applicable.	On entry to facility .
Property hire and entry.	Use of halls and facilities.	Single point in time.	In full in advance.	Refund if event cancelled within 7 days.	Adopted by council annually.	Based on timing of entry to facility.	Returns limited to repayment of transaction price.	On entry or at conclusion of hire.
Fees and charges for other goods and services.	Cemetery services, library fees, reinstatements and private works	Single point in time.	Payment in full in advance.	None.	Adopted by council annually.	Applied fully based on timing of provision .	Not applicable.	Output method based on provision of service or completion of works.

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

2. EXPLANATION OF MATERIAL VARIANCES

(a) Operating Revenues / Sources

	31 May 25 YTD Actual \$	YTD Budget \$	Budget to Actual YTD %	Budget to Actual YTD \$	Explanation
				Favourable / (Unfavourable)	
Rates	1,962,951	1,994,619	(2%)	(31,668)	Decrease in revenue due to UV Mining Interim Rates.
Operating Grants, Subsidies and Contributions	3,978,150	11,973,347	(67%)	(7,995,197)	Timing variance, primarily related to flood damage funding. Refer to Note 12 for further detail.
Other Revenue	234,045	120,547	94%	113,498	Variance mainly relates to unbudgeted Workers Compensation recoups (\$119K)
Capital Grants, Subsidies and Contributions	7,017,572	8,030,169	(13%)	(1,012,597)	Primarily related to timing differences with regard to budget profile. Refer to Note 12 for further detail.
Total Revenues	13,641,289	22,551,116	(40%)	(8,909,827)	

(b) (Expenses) / (Applications)

	31 May 25 YTD Actual \$	YTD Budget \$	Budget to Actual YTD %	Budget to Actual YTD \$	Explanation
				Favourable / (Unfavourable)	
Employee Costs	(1,323,766)	(2,183,978)	39%	860,212	Reversal of accrued wages from June 24 and lower year to date employee overhead costs.
Materials and Contracts	(4,958,051)	(8,890,393)	44%	3,932,342	Mainly relates to below budget Flood Damage works (\$3.6M), Tourism Signage Maintenance (\$87K), Admin Consultants (\$94K) and Tourism Precinct caretaking (\$95K) & Land development costs (\$100K), offset by above budget Country Road Maintenance (118K).
Depreciation on Non-current Assets	(3,812,117)	(3,904,343)	2%	92,226	Lower YTD expense.
Finance Cost	(34,619)	(94,965)	64%	60,346	Below budget due to reversal of 2024 accrued interest and lower than budgeted interest on overdraft.
Other Expenditure	(26,569)	(124,050)	79%	97,481	Primarily related to timing issue in relation to Community Donations & Contributions (\$77K) and CESH contributions (\$17K).
Total Expenses	(10,686,338)	(15,737,279)	32%	5,050,941	

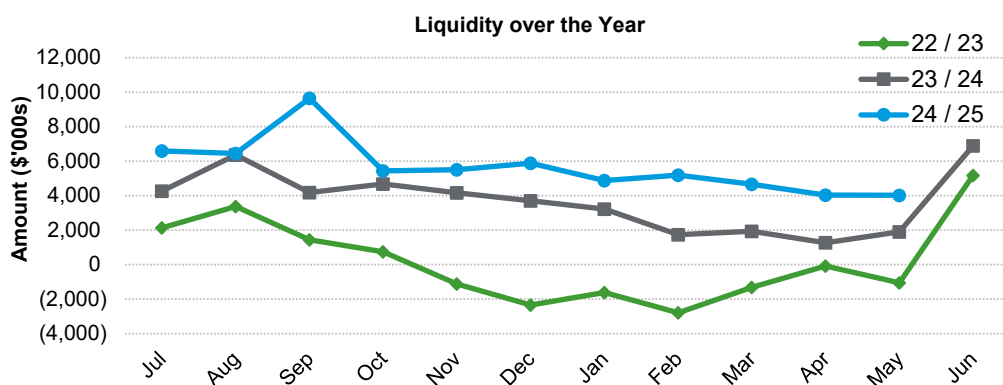
SHIRE OF UPPER GASCOYNE

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ending 31 May 2025

3. NET CURRENT FUNDING POSITION

	Note	Current Month 31 May 25 \$	Prior Year Closing 30 Jun 24 \$	This Time Last Year 31 May 24 \$
Current Assets				
Cash Unrestricted	4	4,294,895	7,620,661	2,639,963
Cash Restricted	4	1,904,811	1,827,091	2,071,180
Receivables - Rates	6(a)	389,541	152,869	154,494
Receivables - Other	6(b)	202,528	149,620	241,826
Receivables - Pensioner Rebates and Deferrals		1,288	660	-
Interest / ATO Receivable		174,732	144,301	51,316
Provision for Doubtful Debts		(110,904)	(110,904)	(114,406)
Flood Damage Income Received in Advance		-	(1,484,781)	(1,488,943)
Fringe Benefit Tax		54,332	-	30,072
WANDRRA Claims Invoiced after year end		-	1,997,430	-
Contract Assets		747,791	111,465	1,018,225
Inventories		209,945	208,545	222,507
Accrued Income		-	222,370	-
Total Current Assets		7,868,960	10,839,327	4,826,235
Current Liabilities				
Sundry Creditors		(519,155)	(678,424)	3,444
Obligations / ARWC		-	-	-
Deposits and Bonds		(180)	(50,180)	(50,180)
GST Payable		(23,601)	(41,538)	(13,259)
PAYG Withholding Tax		(36,379)	(34,283)	(39,113)
Loan Liability		(191,887)	(208,801)	(184,946)
Accrued Expenses		-	(152,744)	-
Accrued Salaries and Wages		-	(43,597)	-
Accrued Time in Lieu		(855)	(1,022)	(1,677)
Overdraft	4	-	386	-
Lease Liability		-	-	(6,685)
Suspense		(34,176)	46	-
Contract Liabilities		(1,116,378)	(1,085,650)	(615,933)
Total Payables		(1,922,612)	(2,295,806)	(908,349)
Provisions		(324,576)	(329,909)	(240,601)
Total Current Liabilities		(2,247,188)	(2,625,715)	(1,148,951)
Less: Cash Reserves	7	(1,904,811)	(1,827,091)	(2,067,399)
Less: Land Held for Resale		-	-	(2,500)
Less: Unspent Borrowings		-	(148,795)	-
Add: Loan Principal (Current)		191,887	208,801	184,946
Add: Employee Leave Reserve	7	85,500	82,012	81,706
Add: Movement in Employee Leave Reserve		28,162	28,162	30,279
Add: Current Portion of Lease Liability		-	-	6,685
Net Funding Position		4,022,510	6,556,702	1,911,001



SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

4. CASH AND FINANCIAL ASSETS

	Unrestricted	Restricted	Trust	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$		%	
Cash and Cash Equivalents							
Cash on Hand	-			-	N/A	0.00	N/A
Municipal Fund	47,119			47,119	CBA	2.85	N/A
Gascoyne River Reserve Account		904,811		904,811	CBA	4.00	N/A
Online Saver	4,247,390			4,247,390	CBA	4.35	N/A
SUG Reserve Account		1,000,000		1,000,000	CBA	4.61	23-Jun-25
WANDRRA Account	386			386	CBA	2.85	N/A
Total Cash and Financial Assets	4,294,895	1,904,811	-	6,199,707			

Comments / Notes

No Financial Assets held at reporting date

5. TRUST FUND

Funds held at balance date over which the Shire has no control, and which are not included in the statements, are as follows:

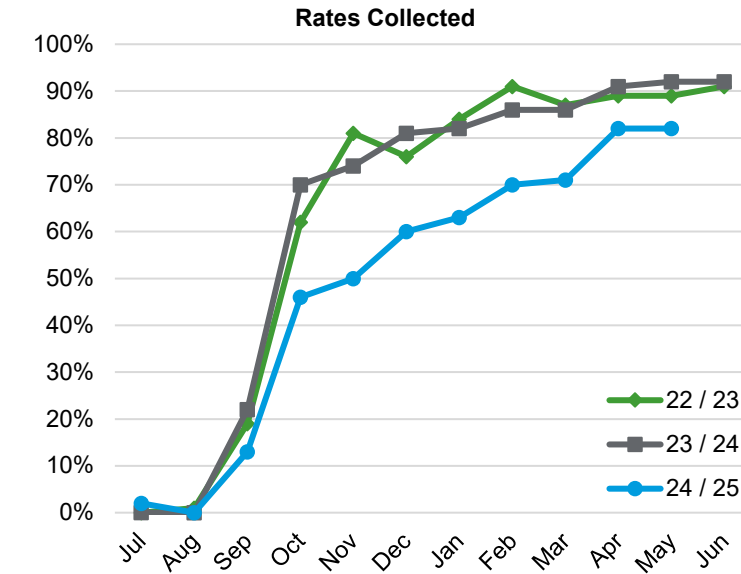
Description	Opening Balance 01 Jul 24	Amount Received	Amount Paid	Closing Balance 31 May 25
	\$	\$	\$	\$
SUG Trust Fund	-	-	-	-
Total Funds in Trust	-	-	-	-

Comments / Notes

SHIRE OF UPPER GASCOYNE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ending 31 May 2025

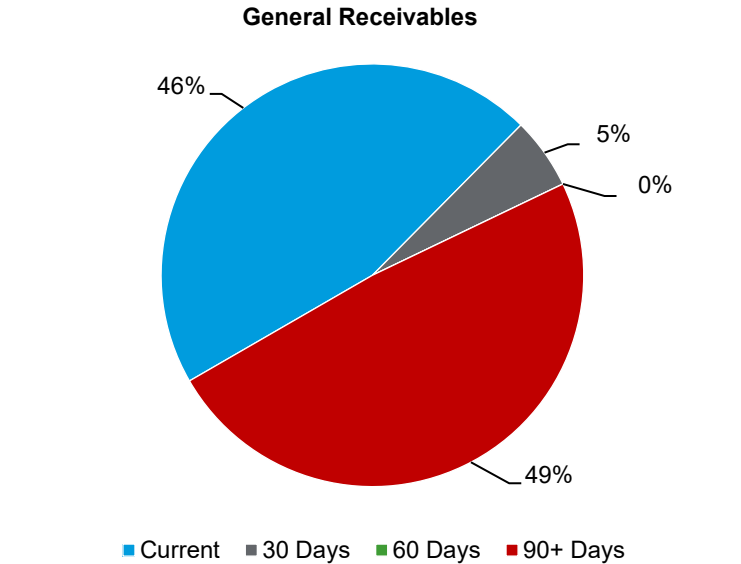
6. RECEIVABLES

(a) Rates Receivable	31 May 25
	\$
Rates Receivables	389,541
Rates Received in Advance	-
Total Rates Receivable Outstanding	389,541
Closing Balances - Prior Year	152,869
Rates Levied this year	1,966,192
Service charges levied this year	-
Closing Balances - Current Month	(389,541)
Total Rates Collected to Date	1,729,521
Percentage Collected	82%



Comments / Notes

(b) General Receivables	31 May 25
	\$
Current	92,643
30 Days	11,100
60 Days	-
90+ Days	98,785
Total General Receivables Outstanding	202,528



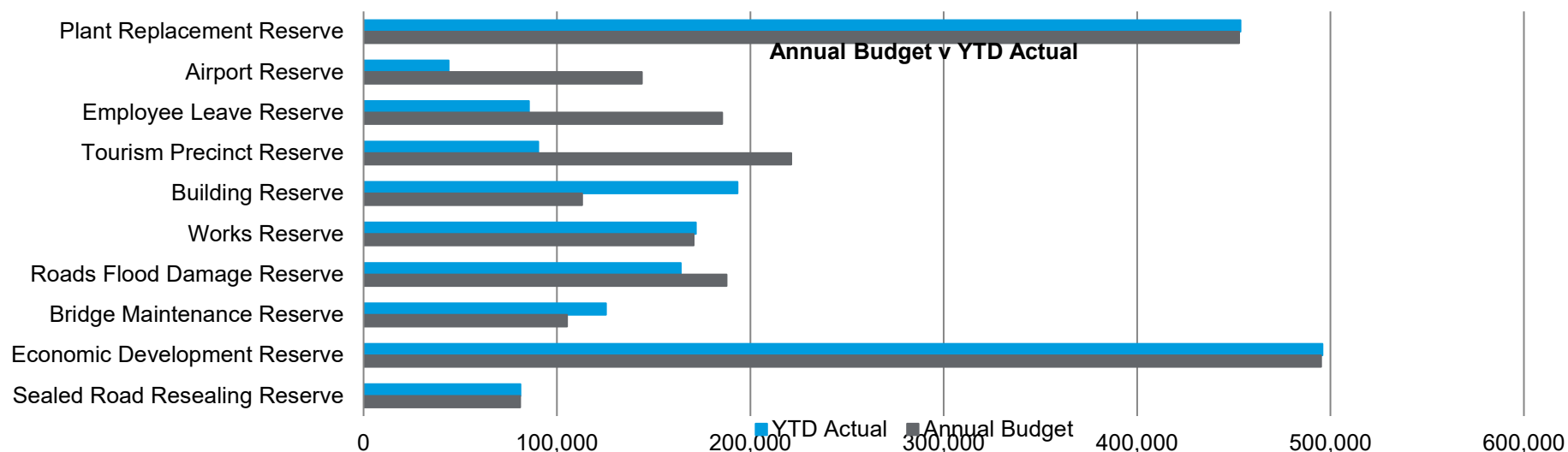
Comments / Notes

Amounts shown above include GST (where applicable)

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

7. CASH BACKED RESERVES

		Annual Budget				YTD Actual			
Restricted by council:	Balance 01 Jul 24 \$	Transfers from \$	Interest Received \$	Transfer to \$	Balance 30 Jun 25 \$	Transfers from \$	Interest Received \$	Transfer to \$	Balance 31 May 25 \$
Reserve Name									
Plant Replacement Reserve	434,932	-	17,854	-	452,786	-	18,501	-	453,434
Airport Reserve	42,219	-	1,733	100,000	143,952	-	1,796	-	44,015
Employee Leave Reserve	82,012	-	3,367	100,000	185,379	-	3,489	-	85,500
Tourism Precinct Reserve	86,693	(60,909)	3,559	191,882	221,225	-	3,688	-	90,381
Building Reserve	186,324	(81,000)	7,648	-	112,972	-	6,992	-	193,316
Works Reserve	163,985	-	6,731	-	170,716	-	7,909	-	171,894
Roads Flood Damage Reserve	157,289	-	6,456	24,000	187,745	-	6,691	-	163,979
Bridge Maintenance Reserve	120,259	(20,000)	4,936	-	105,195	-	5,116	-	125,375
Economic Development Reserve	475,571	-	19,522	-	495,093	-	20,230	-	495,800
Sealed Road Resealing Reserve	77,807	-	3,194	-	81,001	-	3,310	-	81,117
Total Cash Backed Reserves	1,827,091	(161,909)	75,000	415,882	2,156,064	-	77,721	-	1,904,811



SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

8. DISPOSAL OF ASSETS

Annual Budget

	WDV	Proceeds	Profit	(Loss)
	\$	\$	\$	\$
Transport				
Plant and Equipment				
P36 Caterpillar CT630B	-	-	-	-
P100 - CAT 140M Grader - GU184	161,761	152,703	-	(9,058)
Total Disposal of Assets	161,761	152,703	-	(9,058)
Total Profit or (Loss)				(9,058)

YTD Actual

	WDV	Proceeds	Profit	(Loss)
	\$	\$	\$	\$
Transport				
Plant and Equipment				
P36 Caterpillar CT630B	-	-	-	-
P100 - CAT 140M Grader - GU184	161,761	152,703	-	(9,058)
Total Disposal of Assets	161,761	152,703	-	(9,058)
Total Profit or (Loss)				(9,058)

Comments / Notes

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

9. CAPITAL ACQUISITIONS

(a) Land and Buildings

	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$
Governance				
Council Office Extension/Upgrade	400,000	399,999	72,274	327,725
Electrical Board Upgrade for Emergency Command Centre	82,000	82,000	30,125	51,875
Housing				
Lot 50, 22 Hatch Street - Manager Finance and Corporate Svces	-	-	242	(242)
Lot 40,3 Gregory Street - Town Services Officers	-	-	316	(316)
Lot 21, 23 Gregory Street - Works Supervisor and SCSO	-	-	453	(453)
Lot 45B Gregory Street (Entrance Through Hatch Street) - New House	180,000	180,000	168,636	11,364
Lot 51, 24 Hatch Street - Staff House And Capital Improvements (Vac	81,000	81,000	71,755	9,245
Lot 23 Gregory Street - Shed	45,000	45,000	34,414	10,586
Lot 45B Gregory Street - Shed	45,000	45,000	34,403	10,597
Lot 45A Gregory Street - Patio	31,000	31,000	24,503	6,497
Lot 39 Gregory Street - Patio	31,000	31,000	24,796	6,204
Lot 17 Gregory Street - Patio	24,500	24,500	20,352	4,148
Lot 51 Hatch Street - Gardens And Reticulation	68,000	68,000	67,915	85
Lot 45B Gregory Street - Gardens And Reticulation	48,400	48,400	48,406	(6)
Lot 50 Hatch Street - Installation Of Lighting And Power To Shed	8,000	8,000	-	8,000
Lot 40 Gregory Street - Install Lighting And Power To Shed And Patio	8,000	8,000	-	8,000
Lot 21 Gregory Street - Installation Of Power To Patio	3,500	3,500	2,917	583
Lot 52 Hatch Street - Concrete Path Around House - Replace Paving	18,100	18,100	19,728	(1,628)
Lot 19 Gregory Street - Concrete Path Around House - Replace Paving	20,000	20,000	20,031	(31)
Lot 53 Hatch Street - Install Retaining Wall	20,000	18,337	-	18,337
Lot 52 Hatch Street - Patio	18,000	18,000	13,636	4,364
Lot 23 Gregory Street - Patio	18,000	18,000	13,514	4,486
Lot 19 Gregory Street - Pool Fence Upgrade	15,000	-	-	-
Residential Land Development - LRCI Phase Three Project GEN	-	-	-	-
Recreation and Culture				
Upgrade Electrical Board for Evacuation Centre	50,000	50,000	6,000	44,000
Transport				
Chemical Shed And Eye Wash/Shower Station	45,000	45,000	14,646	30,354
Economic Services				
Storage Shed Gascoyne Junction Pub and Tourist Park	61,500	61,500	50,425	11,075
Laundry - GJP and Tourist Park	60,909	60,909	-	60,909
Total Land and Buildings	1,381,909	1,365,245	739,487	625,758

(b) Plant and Equipment

	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$
Transport				
Operator Camp	90,000	90,000	-	90,000
Grader	557,200	557,200	557,200	-
Prime Mover	217,835	217,835	217,835	0
Generator P72 Camp	10,000	10,000	252	9,748
Generator Wm Camp	10,000	10,000	8,565	1,435
Fuel Tank Cobra Diary Creek	15,000	15,000	12,302	2,698
Light Trailer with Water Wheel and Genset	10,000	10,000	15,213	(5,213)
Zero Turn Ride On Mower	15,000	15,000	11,500	3,500
Depot - Unleaded Tank With Pump	15,000	15,000	9,965	5,035
Air Compressor - Depot	-	-	8,636	(8,636)
Fleet Number Sticker	-	-	644	(644)
Law, Order & Public Safety				
Fire Truck Supplied by Fesa	550,000	550,000	550,000	-
Total Plant and Equipment	1,490,035	1,490,035	1,392,113	97,922

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

9. CAPITAL ACQUISITIONS (Continued)

(c) Furniture and Equipment

Governance

Council Chambers Chairs and Infrastructure
Telephone System and ICT Upgrade

Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$
14,155	14,155	14,155	-
20,000	20,000	8,309	11,691

Total Furniture and Equipment

34,155	34,155	22,464	11,691
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(d) Infrastructure - Roads

Transport

River Level Gauge at Landor
Landor/Mount Augustus - Indigenous Access Road 23/24 Cf
Signage 24/25 - Stock
Grids 24/25 - Stock
State Initiative Program 24/25 - Carnarvon/Mullewa
RRG/LRCI - Landor Meekatharra Road
RRG/LRCI - Mt Augustus Road
R2R - Carnarvon/Mullewa Resheet
33 River Crossing Floodway Reconstruction
Indigenous Access Road Project 24/25 - Landor Mt Augustus Road
Road Resealing Program - Various 24/25
3 X Bore Findings

Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$
5,000	4,500	-	4,500
140,985	105,738	161,325	(55,587)
60,000	60,000	23,116	36,884
60,000	60,000	53,520	6,480
5,035,766	4,782,667	3,081,998	1,700,669
580,340	580,340	6,208	574,132
580,340	580,340	615,923	(35,583)
1,034,958	776,223	858,425	(82,202)
180,000	180,000	496	179,504
350,000	350,000	395,190	(45,190)
900,000	900,000	752,320	147,680
100,000	99,999	91,423	8,576

Total Infrastructure - Roads

9,027,389	8,479,807	6,039,944	2,439,863
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(e) Infrastructure - Footpaths

Transport

Footpath - Hatch Street / Smith Street

Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$
300,000	300,000	177,505	122,495

Total Infrastructure - Footpaths

300,000	300,000	177,505	122,495
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SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

9. CAPITAL ACQUISITIONS (Continued)

(f) Infrastructure - Other

	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$
Community Amenities				
Rehabilitate Old Rubbish Tip Reserve	20,000	15,000	-	15,000
Evaporation Pond At Tip For Water Treatment Plant	600,000	600,000	494,985	105,015
Reverse Osmosis Plant	640,000	640,000	364,057	275,943
Buildings - Fire Control GEN	-	-	632	(632)
Recreation and Culture				
Upgrade River Pumps and Infrastructure	60,000	60,000	-	60,000
Out-Of-Town Water Supply Project (Lrci Phase 3)	-	-	1,095	(1,095)
Concrete Pad Between Dongas For Outdoor Gym Area	43,400	43,400	43,420	(20)
Install Power Outlets For Two Rivers Memorial Park	10,000	10,000	-	10,000
Oval Rejuvenation/Renovation Part Two	44,000	44,000	44,020	(20)
Water Hole Access Ramp	-	-	-	-
Museum Upgrade	30,000	30,000	-	30,000
Telescope and Concrete Viewing Pad	15,000	15,000	-	15,000
Total Infrastructure - Other	1,462,400	1,457,400	948,210	509,190
Total Capital Expenditure	13,695,888	12,826,642	9,319,724	3,684,423

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

10. RATING INFORMATION

	Rateable Value \$	Valuation \$	Number of Properties #	Annual Budget Revenue \$	Rate Revenue \$	Interim Rates CY \$	Interim Rates PY \$	YTD Actual Revenue \$
General Rates								
GRV Town	120,698	0.110880	13	13,383	12,830	(7,531)	-	5,299
UV Rural	1,633,878	0.090000	25	147,049	147,499	-	-	147,499
UV Mining	4,574,858	0.330000	167	1,509,703	1,632,878	(169,324)	(461)	1,463,093
Total General Rates				1,670,135	1,793,207	(176,855)	(461)	1,615,892
Minimum Rates								
GRV Town	27,117	525	13	6,825	6,300	-	-	6,300
UV Rural	33,908	1,600	13	20,800	20,800	-	-	20,800
UV Mining	462,719	2,200	150	330,000	319,000	-	-	319,000
Total Minimum Rates				357,625	346,100	-	-	346,100
Total General and Minimum Rates				2,027,760	2,139,307	(176,855)	(461)	1,961,992
Other Rate Revenue								
Rates Write-off				(5,000)				(1)
Interim Rates CY/PY				(39,441)				-
Facilities Fees (Ex Gratia)				6,300				-
Instalment Charges				-				-
Total Rate Revenue				1,989,619				1,961,991

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

11. INFORMATION ON BORROWINGS

(a) Debenture Repayments

			Principal Repayments		Principal Outstanding		Finance Cost Repayments	
	01 Jul 24	New Loans	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget
	\$	\$	\$	\$	\$	\$	\$	\$
Housing								
Loan 29 Staff Housing	138,418	-	(39,561)	(37,534)	98,857	100,884	(2,696)	(4,592)
Loan 30 Staff Housing	299,641	-	(46,113)	(44,493)	253,528	255,148	(3,619)	(5,079)
Loan 31 Staff Housing	589,512	-	(64,412)	(50,450)	525,100	539,062	(13,637)	(27,413)
Economic Services								
Loan 28 Tourism Precinct	298,951	-	(58,714)	(52,949)	240,237	246,002	(10,502)	(16,104)
Total Repayments	1,326,522	-	(208,800)	(185,426)	1,117,722	1,141,096	(30,454)	(53,188)

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

12. GRANTS, SUBSIDIES AND CONTRIBUTIONS

(a) Grants, Subsidies and Contributions

Program / Details	Grant Provider	Annual Budget \$	YTD Budget \$	YTD Actual \$
General Purpose Funding				
General Commission Grants	Government of WA	772,629	772,629	772,629
Law, Order and Public Safety				
Grant (DFES) Operating	DFES	29,213	29,212	30,934
Education and Welfare				
CRC Operating Grant	Dep. of Regional Dev.	99,000	90,750	99,000
Other Community Grants		-	-	5,500
Recreation & Culture				
Transport				
FAGS Roads	Government of WA	158,616	158,616	158,616
MRWA Direct Grant	MRWA	368,688	368,688	368,688
Hastings Road Maintenance Ullwarra Rd		343,345	343,345	343,345
Economic Services				
Contributions for Projects		14,900	14,900	11,200
Town Planning Schemes and Strategies		-	-	(65,935)
KAB Travel and Accommodation Grant		-	-	455
Other Property and Services				
Diesel Fuel Rebate	ATO	50,000	45,837	55,246
Total Operating Grants, Subsidies and Contributions		1,836,391	1,823,977	1,779,678

(b) Capital Grants, Subsidies and Contributions

Law, Order & Public Safety				
DFES Fire Control Grant		-	-	34
FESA New Fire Truck Grant		550,000	550,000	550,000
Recreation and Culture				
LRCI Capital Grant Fund - Other Recreation & Sports Projects		624,873	-	364,057
Transport				
Roads to Recovery		1,034,958	1,034,958	858,425
Regional Road Group Funding		1,173,786	1,173,786	1,096,407
LCRI Grant Funds - Sealing Landor/Meekatharra		360,440	360,440	360,440
Indigenous Access Roads - Fund Income		490,985	490,985	536,173
State Initiative Program (Road Projects)		5,035,766	4,380,000	3,102,035
Footpath Construction - Dept of Transport		150,000	40,000	150,000
Total Non-Operating Grants, Subsidies and Contributions		9,420,808	8,030,169	7,017,572
Total Grants, Subsidies and Contributions		11,257,199	9,854,146	8,797,250

(c) Flood Damage Reimbursements

Transport				
Grants DRFAWA - AGRN 1062		4,820,000	4,418,337	87,171
Grants DRFAWA - AGRN 1021		6,252,033	5,731,033	2,111,300
Total Flood Damage Reimbursements		11,072,033	10,149,370	2,198,472

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

13 BUDGET AMENDMENTS

GL Code	Type	Description	Council Resolution	Non Cash Adjustment	Increase in Cash	Decrease in Cash	Running Balance
			\$	\$	\$	\$	
Opening Surplus Adjustment						(652,737)	(652,737)
Amendments pre midyear review							
232607	Reserve	Tourism Precinct Reserve GEN	12102024			(60,909)	(713,646)
134356	Capital Expenditure	Tourism Precinct Leased Asset Capital Expenditure GEN	12102024		60,909		(652,737)
Total Amendments				-	60,909	(713,646)	(652,737)
Amendments midyear budget review							
232601	Reserve - Transfer to	Plant Replacement Reserve	26032025		82,146		(570,591)
232604	Reserve - Transfer to	Airport Reserve	26032025			(1,733)	(572,324)
232606	Reserve - Transfer to	Employee Leave Reserve	26032025		16,655		(555,669)
232607	Reserve - Transfer to	Tourism Precinct Reserve	26032025			(95,441)	(651,110)
232608	Reserve - Transfer to	Building Reserve	26032025		392,352		(258,758)
232602	Reserve - Transfer to	Works Reserve	26032025		143,269		(115,489)
232605	Reserve - Transfer to	Roads Flood Damage Reserve	26032025			(6,354)	(121,843)
232609	Reserve - Transfer to	Bridge Maintenance	26032025		20,064		(101,779)
232603	Reserve - Transfer to	Economic Development	26032025		130,478		28,699
232610	Reserve - Transfer to	Sealed Road Resealing Reserve	26032025		13,005		41,704
002026	Operating Expenditure	Allocated Plant Depreciation	26032025			(34,280)	7,424
012284	Capital Expenditure	Road Construction	26032025			(570,037)	(562,613)
013373	Operating Expenditure	Road Maintenance - Hastings Ullawarra Road 30.04.2024	26032025		56,655		(505,958)
031101	Operating Income	Rates: GRV General	26032025			(553)	(506,511)
031103	Operating Income	Rates: UV Rural	26032025		450		(506,061)
031105	Operating Income	Rates: UV Mining	26032025		117,985		(388,076)
031112	Operating Income	Rates: Back Rates	26032025		461		(387,615)
031151	Operating Income	Rates: GRV General Minimum	26032025			(525)	(388,140)
031155	Operating Income	Rates: UV Mining Minimum	26032025			(11,000)	(399,140)
031205	Operating Income	Rates: UV Mining Interim	26032025			(147,119)	(546,259)
031253	Operating Income	Rates: Instalment Admin Charges	26032025		660		(545,599)
031254	Operating Income	Rates: Instalment Interest	26032025		6,475		(539,124)
031255	Operating Income	Rates: Penalty Interest	26032025		14,341		(524,783)
033001	Operating Income	Grants - FAGS General	26032025		130,909		(393,874)
033003	Operating Income	Interest on Investments	26032025		140,000		(253,874)
033004	Operating Income	Interest on Reserve Accounts	26032025		35,000		(218,874)
041069	Operating Expenditure	Freight & Postage Costs Admin	26032025			(1,000)	(209,907)
041072	Operating Expenditure	Staff Retention and Attraction Expenditure (As per Policy)	26032025		598		(209,309)
041082	Operating Expenditure	Depreciation Expense: Shire Office	26032025	(4,565)			(209,309)
041083	Operating Expenditure	Minor Furniture and Equipment (Non Capital) Admin	26032025			(5,000)	(214,309)
041800	Capital Expenditure	Governance Furniture & Equipment	26032025		10,845		(203,464)
041802	Capital Expenditure	Electrical Board Upgrade for Emergency Command Centre	26032025			(22,000)	(225,464)
041803	Capital Expenditure	Telephone System and ICT Upgrade	26032025		5,000		(220,464)
051010	Operating Expenditure	ES Levy Disbursements	26032025			(300)	(220,764)
051012	Operating Income	ES Levy Collection Commission	26032025		50		(221,129)

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

13 BUDGET AMENDMENTS

GL Code	Type	Description	Council Resolution	Non Cash Adjustment	Increase in Cash	Decrease in Cash	Running Balance
			\$	\$	\$	\$	
051021	Operating Expenditure	CESM Contributions	26032025			(3,500)	(224,629)
051022	Operating Expenditure	Depreciation Expense: Fire Control	26032025	(40,477)			(224,629)
051030	Capital Income	Grant (FESA) New Fire Truck GEN	26032025	550,000			(224,629)
084138	Operating Income	Postal Agency Sales	26032025			(900)	(225,529)
084139	Operating Income	Sales: Books/Maps/Souvenirs/Sundries	26032025		1,000		(224,529)
084140	Operating Expenditure	Depreciation Expense: Community Resource Centre	26032025	(13)			(224,529)
084143	Operating Income	Christmas Function Income GEN	26032025			(10,000)	(234,529)
084257	Operating Income	Other Community Grants - Income	26032025			(2,500)	(204,436)
091020	Operating Expenditure	Depreciation Expense: Staff Housing	26032025	(5,395)			(204,436)
092020	Operating Expenditure	Depreciation Expense: Hatch St Housing	26032025	(1,060)			(204,436)
092190	Operating Expenditure	Minor Capital Expenditure - Housing	26032025			(20,000)	(224,436)
101002	Operating Expenditure	Rubbish Tip Maintenance: Junction	26032025			(10,000)	(236,336)
101014	Capital Expenditure	Rubbish Tip Capital Infrastructure	26032025			(200,000)	(436,336)
101060	Operating Expenditure	Depreciation Expense: Community Amenities	26032025	(1,665)			(436,336)
101080	Operating Expenditure	Tree Lopping	26032025		12,000		(424,336)
101101	Operating Expenditure	Depreciation Expense: Rubbish Tip	26032025	8,740			(424,336)
102501	Capital Expenditure	River Level Gauge at Landor	26032025		15,000		(409,336)
111150	Operating Expenditure	Depreciation Expense: Pavilion	26032025	38,590			(409,336)
111160	Operating Expenditure	Depreciation Expense: Recreation & Sport	26032025	(1,990)			(409,336)
111161	Operating Expenditure	Oval Maintenance	26032025			(11,700)	(421,036)
111162	Operating Expenditure	Parks, Gardens & Reserves Maintenance	26032025			(6,500)	(427,536)
111163	Operating Income	Oval Revenue - Education Department	26032025		5,000		(422,536)
111173	Operating Income	Other Income: Other Recreation and Culture	26032025			(1,000)	(423,536)
111186	Capital Expenditure	Rec & Culture Capital Expenditure	26032025		462,600		39,064
111313	Operating Income	Library Operating Grants	26032025			(5,000)	34,064
112190	Operating Expenditure	Depreciation Expense: Tourism Precinct	26032025	50			34,064
121061	Operating Expenditure	Depot Operating Costs	26032025			(5,000)	29,064
121071	Operating Expenditure	Depreciation Expense: Depot Infrastructure	26032025	(2,435)			29,064
121095	Operating Expenditure	Killili Bridge Depreciation Expense	26032025	(30)			29,064
121500	Operating Income	Grants - FAGS Roads	26032025			(119,647)	(90,583)
121502	Operating Income	Contribution - Hastings Road Maintenance Ullawarra Road 30.05.2024	26032025			(56,655)	(147,238)
123014	Capital Income	Grant: Regional Road Group Funding	26032025		400,000		252,762
123017	Capital Income	Indigenous Access Roads - Funded Income	26032025		150,000		402,762
123018	Capital Income	Grant: State Initiative Program (Road Projects)	26032025		20,037		422,799
123019	Capital Income	Grant: Footpath Construction - Department of Transport	26032025		150,000		572,799
124031	Capital Income	Proceeds from Plant Sales	26032025			(72,297)	500,502
124035	Operating Expenditure	Losses on Asset Disposals: Plant	26032025	8,930			500,502
124704	Operating Expenditure	AGRN1021 March/April 2022 Flood Damage Event	26032025			(7,000)	493,502
124706	Operating Expenditure	April 2023 Flood Damage Event - AGRN 1062	26032025			(7,000)	486,502
126000	Operating Expenditure	Depreciation Expense: Airstrip	26032025	(250)			486,502
128000	Operating Expenditure	Depreciation Expense: Road Infrastructure	26032025	(356,200)			486,502
128031	Capital Expenditure	Depot Infrastructure	26032025			(10,000)	496,467
130110	Operating Income	Contributions received for projects	26032025		11,275		507,742
130115	Operating Expenditure	Tourism Promotion	26032025			(9,747)	497,995
130500	Operating Expenditure	Depreciation Expense: Tourist Facilities	26032025	(2,825)			497,995
131200	Operating Income	Building Licensing Revenue	26032025		900		498,895

SHIRE OF UPPER GASCOYNE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ending 31 May 2025

13 BUDGET AMENDMENTS

GL Code	Type	Description	Council Resolution	Non Cash Adjustment	Increase in Cash	Decrease in Cash	Running Balance
			\$	\$	\$	\$	
132120	Operating Income	Sales: LP Gas Bottles	26032025		500		499,395
132201	Operating Expenditure	Storage Costs for Retic Project Pipeline	26032025			(2,350)	497,045
133191	Operating Income	Town Planning Schemes and Strategies (Operating Grants)	26032025			(101,638)	395,407
134251	Operating Expenditure	Tourism Precinct Caretaking Expenditure	26032025			(200,000)	195,407
134290	Operating Expenditure	Tourism Precinct Depreciation Expense	26032025	1,135			195,407
134310	Operating Income	Tourism Precinct Rental Income	26032025			(3,609)	191,798
134320	Operating Income	Tourism Precinct Recovery of Insurance Expense	26032025			(2,950)	188,848
134330	Operating Income	Tourism Precinct Recovery of Water Charges	26032025			(30,000)	158,848
134340	Operating Income	Tourism Precinct Recovery of Other Outgoings	26032025		2,900		161,748
134356	Capital Expenditure	Tourism Precinct Leased Asset Capital Expenditure	26032025		3,900		165,648
137121	Operating Expenditure	Land Development Costs	26032025		75,000		240,648
141030	Operating Expenditure	Camping Costs: Works Staff	26032025			(4,610)	236,038
141030	Operating Expenditure	Depreciation Expense: Camping Costs: Works Staff	26032025	4,610			236,038
141058	Operating Expenditure	Depreciation Expense: Road Plant & Equipment	26032025	34,280			236,038
CN2148	Capital Expenditure	Footpath Construction	26032025			(150,000)	86,038
CP1257	Capital Expenditure	Fire Truck Supplied by FESA	26032025	(550,000)			86,038
MM1210	Operating Expenditure	MV Costs: GU27 Toyota Hilux Ute	26032025		10,000		96,038
MM1230	Operating Expenditure	MV Costs: Works Vehicle	26032025			(30,000)	66,038
MM1232	Operating Expenditure	MV Costs: Town Maintenance Staff	26032025			(5,000)	61,038
MM1259	Operating Expenditure	MV Costs: Various Minor to Medium Plant for Depot Operations	26032025		5,000		66,038
MM1262	Operating Expenditure	MV Costs: GU31 Mazda 2018 BT50 4WD Tray top	26032025		20,000		86,038
SH01GL	Operating Expenditure	Lot 6, Scott Street - Old Micks House	26032025			(800)	85,238
SH04GL	Operating Expenditure	Lot 21, 23 Gregory Street - Town Supervisor/Senior Corporate Officer House	26032025			(9,980)	75,258
SH05GL	Operating Expenditure	Lot 23, 19 Gregory Street - Customer Service Officer - Finance	26032025			(12,890)	62,368
SH06GL	Operating Expenditure	Lot 45, 15 Gregory Street - Tourism and Community Development Officer House	26032025			(6,972)	55,396
SH08GL	Operating Expenditure	Lot 39, 1 Gregory Street - Plant Operator/Service Officer House	26032025			(14,352)	41,044
SH09GL	Operating Expenditure	Lot 48, 18 Hatch Street - Plant Operator/All Rounder and CRC Customer Service Office - Two	26032025			(8,070)	32,974
SH11GL	Operating Expenditure	Lot 52, 26 Hatch Street - Works Administration Officer House	26032025			(5,446)	27,528
SH12GL	Operating Expenditure	Lot 50, 22 Hatch Street - Manager Finance and Corporate Services House	26032025			(5,000)	22,528
SH13GL	Operating Expenditure	Lot 51, 24 Hatch Street - Plant Operator House	26032025			(11,429)	11,100
SH15GL	Operating Expenditure	Lot 45B, 15 Gregory Street (Hatch Street) - Records Officer House	26032025			(1,000)	10,100
n/a	Capital Expenditure	Unspent Borrowings	26032025			(10,101)	(0)
Total Amendments				(320,570)	2,734,368	(2,081,631)	652,737
YTD Amendments				(320,570)	2,795,277	(2,795,277)	(0)
Total Movement							(0)

APPENDIX 3

(One Year Extention of Bulldozer Contract)



27 September 2022

GASCOYNE EARTHMOVING
129 WILLIAM STREET
CARNARVON WA 6701

ATTN: MR. TIM CAUNT

RE: **SHIRE OF UPPER GASCOYNE**
RFT 04 22-23 PROVISION OF BULL DOZER HIRE

LETTER OF AWARD

Dear Tim

We refer to your tender submission for the above works and advise that the Shire of Upper Gascoyne has accepted your conforming tender offer and awarded Gascoyne Earthmoving the contract for RFT 04 22-23.

CONTRACT VALUE

This is a schedule of rates contract; there is no guaranteed minimum contract value.

The contract is based on the tendered rate of \$1.65/m³ and \$320/hr (all ex-GST).

CONTRACT PERIOD

The term of the contract is for an initial period of 2 years with the option to extend this contract by a further 2 x 1 year terms at the discretion of Council.

PRINCIPAL

The Principal is the Shire of Upper Gascoyne.

PRINCIPAL'S REPRESENTATIVE

The Principal's Representative is the Shire of Upper Gascoyne Works Manager, Mr. Jarrod Walker. All correspondence should be addressed directly to the aforementioned via email (works@uppergascoyne.wa.gov.au) or phone (0437 168 892).

COMPETENCIES & LICENCES

No operator shall commence work on site until the required licences are approved by the Principal's Representative.



INSURANCES

For all insurances required under the Contract, please forward certificates of currency to the Principal's Representative. No work shall commence on site until the certificates have been reviewed and verified by the Principal's Representative.

COMMENCEMENT

The Principal's Representative will contact you in due course regarding the commencement and details of works.

FORMAL INSTRUMENT OF AGREEMENT AND CONTRACT DOCUMENT

The contract will be evidenced by the Formal Instrument of Agreement which shall be signed by both parties prior to works commencing. Copies of these will be issued for signing shortly.

Should you require any further information, please contact Jarrod Walker in the first instance.

Yours sincerely

A handwritten signature in black ink, appearing to be 'John McCleary'.

John McCleary
CHIEF EXECUTIVE OFFICER

APPENDIX 4

(One Year Extension of Watercart Contract)



Contract Document

Contract Name:	RFT 06 23-24 PROVISION OF CONTRACT WATER CART SERVICES
Contract No.:	RFT 06 23-24
Principal:	Shire of Upper Gascoyne
Contractor:	THEM Earthmoving Pty Ltd

This contract document comprises the following:

1. RFT 06 23-24 THEM Earthmoving Pty Ltd General Conditions of Contract
2. RFT 06 23-24 Tender Document
3. THEM Earthmoving Pty Ltd Tender Response



GENERAL CONDITIONS OF CONTRACT

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

**Shire of Upper Gascoyne
and
THEM EARTHMOVING PTY LTD
(ABN 40 137 486 116)**

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3 NOVEMBER 2023

PARTIES

Shire of Upper Gascoyne of 4 Scott Street, Gascoyne Junction WA 6705 (ABN 35 690 524 464) ('Principal'); and

THEM EARTHMOVING of 130 Horwood Road, Geraldton WA 6530 (ABN 40 137 486 116) ('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 06 23-24 PROVISION OF CONTRACT WATER CART SERVICES

- Part 1 – General Information for Tenderers
- Part 2 – Conditions of Tendering
- Part 3 – General Conditions of Contract
- Part 4 – Special Conditions of Contract
- Part 5 – Tenderer’s Response including submitted schedules
- Part 6 – Specifications
- Appendices 1 – 2
- 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

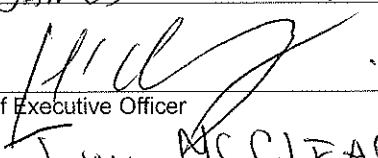
Framework Agreement	No
Contract Price	Schedule of rates based on the Contractor's pricing schedule submitted with their tender
Principal's Representative	JOHN MCCLEARY CHIEF EXECUTIVE OFFICER Address: 4 SCOTT STREET, GASCOYNE JUNCTION WA 6705 Telephone: 08 9943 0988 Email: ceo@uppergascoyne.wa.gov.au
Contractor's Representative	KATRINA-LEE O'BRIEN DIRECTOR Address: 130 HORWOOD ROAD, GERALDTON WA 6530 Telephone: 0408 856 780 Email: katrina@thearthmoving.com.au
Start Date	3 November 2023
End Date	The earlier of: (a) As described in the RFT Document. (b) the date this Contract is terminated under Clause 39.
Goods to be supplied	As described in the contract document (s) and directed by the Principal's Representative.
Services to be provided	As described in the contract document (s) and directed by the Principal's Representative.
Completion Date	As described in the contract document (s).
Delivery Point	As described in the contract document (s).
Site	As described in the contract document (s).
Defects Liability Period	N/A
Minimum level of Public Liability Insurance Cover required	As per RFT document (s)
Minimum level of Product Liability Insurance Cover required	As per RFT document (s)

Minimum level of Contractor's Vehicle Insurance Cover required	As per RFT document (s)
Minimum Employee Insurance Cover required	As per RFT document (s)
Public and Product Liability Insurance End Date	12 months from the date of delivery of the Goods or 12 months from the End Date, whichever is earlier.
Contractor's Vehicles Insurance End Date	2 months from the date of delivery of the Goods or 2 months from the End Date, whichever is earlier.
Employee Insurance End Date	2 months from the date of delivery of the Goods or 2 months from the End Date, whichever is earlier.
Details required in Progress Claims and Invoices	As described in the contract document (s).
Liquidated Damages	N/A

Executed as an agreement

In accordance with the Council resolution concerning this tender and subsequent contract, signed by

Principal, Shire of Upper Gascoyne

sign here ► 
Chairperson / Mayor / Shire President
print name JAMES WILLIAM AUMT
sign here ► 
Chief Executive Officer
print name JOHN MCCLEARY

Contractor

Signed by

THEM Earthmoving Pty Ltd

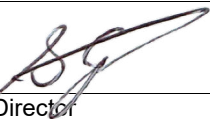
In accordance with Section 127 of the Corporations Act 2001 (Cth) by



sign here ►

Company Secretary / Director

print name Katrina-Lee O'Brien



sign here ►

Director

print name Stephen O'Brien



Request for Tender

Request for Tender:	PROVISION OF CONTRACT WATER CART SERVICES
Deadline:	2.00PM AWST TUESDAY 19 SEPTEMBER 2023
Address for Delivery:	TENDER SUBMISSIONS MUST BE SUBMITTED VIA TENDERLINK https://www.tenderlink.com/uppergascoyne NO OTHER FORMAT OF SUBMISSION WILL BE ACCEPTED
RFT Number:	RFT 06 23-24

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The information that follows on this page has been prepared to assist tenderers ensure that they have provided all information required. It is the tenderers sole responsibility to ensure they have read this request thoroughly and provide all information required. Any details requested in this tender request including 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 will also affect the score in the relevant assessment criteria.

SECTION 5 – TENDER RESPONSE: *Tenderer's must complete and return this Section 6 with their tender submission.*

SCHEDULE 1 – TENDER OFFER FORM

SCHEDULE 2 – COMPLIANCE CRITERIA SUMMARY

SCHEDULE 3 – QUALITATIVE CRITERIA SUMMARY

SCHEDULE 4 – PRICING SCHEDULE

SCHEDULE 5 – METHODOLOGY: *Tenderer to provide details on how the scope of the services will be managed and delivered.*

SCHEDULE 6 – RESUME

SCHEDULE 7 – LOCAL PREFERENCE: *Tenderer to nominate whether they are eligible for consideration under the Shire's Local Preference Policy and if so, why.*

SCHEDULE 8 – REFEREES: *The referees provided must be related to the previous projects listed in Schedule 10.*

SCHEDULE 9 – PLANT AND RELATED ITEMS: *The tenderer to provide details of proposed plant and other related items for the works.*

SCHEDULE 10 – 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 11 – 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.*

SCHEDULE 12 – 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 13 – DETAILS OF LOCAL CONTENT: *The tenderer's proposed local content must be nominated in this schedule.*

SCHEDULE 14 – OH&S MANAGEMENT: *The tenderer to provide details of controls and processes related to OHS as well as past performance on previous projects.*

SCHEDULE 15 – RISE AND FALL AND PRICE BASIS: *The details of the proposed rise and fall provisions in the contract or the tenderer's proposed rise and fall mechanism.*

SECTION 1 GENERAL INFORMATION FOR TENDERERS

1.1 General

This Section 1 provides Tenderers with a brief description of the services required and a background to the Tender process.

This Request for Tender is comprised of the following parts:

- Section 1 – General Information for Tenderers (read and keep this part)
- Section 2 – Conditions of Tendering (read and keep this part)
- Section 3 – General Conditions of Contract (read and keep this part)
- Section 4 – Special Conditions of Contract (read and keep this part)
- **Section 5 – Tender Response (complete and return this part including all schedules)**
- Section 6 – Specifications (read and keep this part)
- Section 7 - Appendices (read and keep this part)

Separate Documents

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

1.2 Contract Requirements in Brief

The Principal is seeking suitably resourced, skilled and experienced Contractors for the wet hire of plant, equipment and personnel as set out in this Request for Tender (RFT). The services required are for:

2 x Water Carts (minimum 30,000L each)

1.3 Contract Objectives

The Objectives of the Contract include the following:

- To ensure the works are constructed in a safe, cost effective and efficient manner in accordance with industry standards and standards required by this specification.
- To maintain regular and effective communication between the Contractor and the Principal to ensure compliant delivery of the works and services required under the contract.
- To ensure compliance with all Shire purchasing and procurement policies as well as the Shire's Disability Access Inclusion Plan. Refer to the Shire's website for further information.

1.4 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contract:	Means the document, which constitutes or evidences or, as the case may be, all the documents, which constitute or evidence the final and concluded agreement between the Principal and the Contractor(s).
Contractor:	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.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the Provision of Services nominated in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Upper Gascoyne
Request OR RFT OR Request for Tender	This document.
Requirement:	The Goods and/or Services requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Principal's Representative:	To Be Advised
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Works or Services:	Means the Works or Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract.

SECTION 2 CONDITIONS OF TENDERING

The applicable Conditions of Contract (both General and Special), as referred to in this Request, are contained in Sections 3 and 4 respectively. Tenderers are to ensure they have read and understood the Conditions of Contract and shall include in their offer the cost of complying with the Conditions of Contract.

2.1 Contact Person

All queries must be submitted via Tenderlink. The Shire will respond to queries via Tenderlink.

Tenderers should not rely on any information provided by any person other than those responses provided via Tenderlink.

2.2 How to Prepare Your Tender

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

2.3 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.

Failure to do all or any of the things deemed to have been done under this clause will not affect the successful Tenderer's liability to perform and complete the obligations of the Contractor under the Contract.

2.4 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 2. Additional details on the General Conditions of Contract are included in SECTION 3 below.

2.5 Principal Supplied Items

The Principal is **NOT** responsible for the supply of any items required for the completion of the works.

2.6 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 Schedule 1 and whose execution appears on the same schedule. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.7 Customs Duty, Taxes, Allowances, etc

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.

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.

This contract is not subject to adjustment for Site allowances.

2.8 Property and Copyright in Request Documents

All intellectual property, including patents, copyright, trademarks, know-how, technical information and confidential information in or attaching to this Request shall remain the property of the Principal. A Tenderer shall not use any of the information in this Request for any purpose other than the preparation of its Tender submission.

2.9 Discrepancies, Errors and Emissions

Should Tenderers find:

- any discrepancy, error or omissions in the Tender Documents; or
- the Tender documents are at variance with laws, ordinance, rules and regulations bearing on the conduct of the work;

they shall notify the Contact Person promptly in writing thereof, on or before the Deadline.

Any work performed contrary to such laws, ordinances, rules and regulations will not be accepted.

2.10 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.

2.11 Tender Pricing Schedule

The comparative price for each tender will be calculated by applying any applicable regional price preferences. The Tenderer is to complete the Price Schedule given in Section 5.4 for each of the work packages they are nominating for.

Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

All prices and schedule of rates for services offered under this RFT Request are to be fixed for the first year of the contract. **Tendered prices are EXCLUSIVE of Goods and Services Tax (GST). A rise and fall provision will be applicable following the first year.**

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.

Rise and fall provisions are detailed in Schedule 15 and may apply following the first year of the Contract

While it is the Principal's intention to complete all the works described in this Request for Tender, the Principal reserves the right to vary the scope of the work prior to award of the Contract, to satisfy the Principal's requirement not to exceed the target contract expenditure.

2.12 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.

2.13 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.

2.14 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline.

The Deadline for this request is **2.00PM AWST TUESDAY 19 SEPTEMBER 2023.**

Tenders **received** after the Deadline will not be accepted for evaluation.

Tenderers shall address and clearly label their tender submission as **RFT 06 23-24 PROVISION OF CONTRACT WATER CART SERVICES.**

All tenders must be submitted prior to the deadline via Tenderlink which can be accessed via the following website:

<https://www.tenderlink.com/uppergascoyne>

NO OTHER FORMAT OF SUBMISSION WILL BE ACCEPTED.

It is the contractor's responsibility to ensure timely and complete delivery of any submission document. Tenders will not be accepted if they are received after the nominated closing date and time, or a revised closing date and time notified in writing to all Tenderers.

2.15 Conformity of Tenders and Alternative Tenders

Tenderers shall submit a Conforming Tender fully in accordance with the Tender Documents.

In addition to a Conforming Tender, a Tenderer may submit one or more Alternative Tenders, except for those parts of the Works where it is stated in the Documents that alternatives will not be considered.

Where an Alternative Tender is offered, the Tenderer shall provide a fully detailed description and shall clearly indicate the manner in which the Alternative Tender differs from the Conforming Tender, and any modifications which will be required to the whole or part of the Works as specified. This information shall be included in a cover letter that is to accompany the Alternative Tender.

Any points of non-conformance not included in the relevant cover letter will be considered invalid and not applicable.

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

Alternative Tenders must offer significant advantage over conforming tenders to the Principal if they are to be accepted by the Principal.

2.16 In House Tenders

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

2.17 Tender Opening

Tenders will be opened in the office of the Shire of Upper Gascoyne, on or as soon as practicable after the advertised Deadline in accordance with all local government purchasing and tendering regulations. 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

2.18 Assessment of Tenders

2.18.1 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. Refer Section 5.2. Tenders that do not contain all information requested (e.g. completed offer form, attachments and any other information and/or documentation requested within this tender) may be excluded from evaluation.
- b) Tenders are assessed against the Qualitative Criteria. Refer Section 5.3.

- c) Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- d) The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.
- e) The most suitable Tenderers may be shortlisted 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.

The Principal has adopted a “best value for money” approach to this Request.

This means that, although the 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.

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.

The Contract may be awarded to a sole Tenderer or a panel of Tenderer(s) who best demonstrate the ability to provide quality products and/or services at a competitive price that is considered the most advantageous Tender to the Principal.

2.18.2 Compliance Criteria

The criteria detailed in Section 5.2 will not be point scored. Each Tender will be assessed by the Principal on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of “Non-Compliant” against any criterion may eliminate the Tenderer from consideration.

Compliant tenders will proceed to be evaluated against the selection criteria.

2.18.3 Tender Evaluation Criteria

A scoring system will be used as part of the assessment of the qualitative criteria. In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the evaluation criteria sections as detailed below. The specific details for each section are detailed in Section 5.3. Each criterion is weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

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.

To enable a proper assessment to be made, it is essential that Tenderers submit all relevant information in an accurate and concise format. Poorly presented or inadequate information may jeopardise the success of the Tender. Tenderers shall ensure that Tenders are able to be assessed on a stand-alone basis, and should not rely on information supplied to the Principal in previous

tenders. After preliminary assessment of Tenders, the Principal may seek clarification through interviews with Tenderers or other means.

The Principal reserves the right to take into consideration any feature of a tender that provides a benefit to the Shire of Upper Gascoyne and the community. Further, the Principal also reserves the right to take into consideration the Tenderer's past performance on any previous projects undertaken for the Shire. Any additional features or past performance will be evaluated in accordance with the value-for-money assessment process outlined below:

QUALITATIVE CRITERIA	WEIGHTING
Price (\$ per hour)	30%
Experience working remotely	30%
Quality and suitability of plant and equipment	30%
Methodology including safety and risk mitigation	10%

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 the tender being deemed non-compliant and elimination from the tender evaluation process or a low score.

2.18.4 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.

2.19 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 Upper Gascoyne's Regional Price Preference Policy.

The Policy stipulates that a price preference may be given to a regional tenderer by reducing the bid price by the percentage amount stated in the Policy for the applicable circumstance which in the case of this tender is 10% up to a maximum price reduction of \$50,000. Only that part of the bid comprising those goods and/or services identified in the tender as being from regional sources can be included in the discounted calculations. The reduced prices are then used for the purpose of comparing bids only. The award of a contract to the successful tenderer will be on the basis of the full tendered price or unit rates.

Tenderers have the opportunity to claim a Regional Price preference by indicating as such in Schedule 7.

It is the sole responsibility of the tenderer to nominate how their tender is eligible for consideration under the Shire's Regional Price Preference Policy. Tenderers must not assume any prior knowledge of the Shire and/or the Tender Evaluation Panel. A failure to specifically state what elements of a tender are eligible for regional price preference may result in that tender not being considered for preference under the policy.

Refer Appendix 2 for details of the Shire's Policy.

2.20 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that it is not **received** before the Deadline and may be rejected without consideration of its merits in the event that:

- It is not submitted at the place specified in the Request; or
- It fails to comply with any other requirements of the Request.

2.21 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.

2.22 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.

2.23 Confidentiality of Submission Information

The Principal will treat all information provided in a Tender submission as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law.

Documents and other information relevant to a Tender may be disclosed when required by law, such as under the Freedom of Information Act 1992, the Local Government Act 1995, the Local Government (Functions and General) Regulations 1996 or under a court order documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1982 or under Court Orders.

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

2.24 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 the particulars of the successful Tenderer (s) or be advised that no Tender was accepted.

2.25 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.

2.26 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.

SECTION 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 2.

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to the Standard WALGA General Conditions of Contract “Supply of Goods and the Provision of General Services”.

1. The following Clauses have been deleted from the General WALGA Conditions:

Clauses 13, 14, 19, 21, 22.3, 22.4, 25, 29 and 36.

2. The following Clauses have been amended and differ from the corresponding Clauses in the General WALGA Conditions:

Clause 43 has some additional information. Refer Special Conditions of Contract section 4.15.

3. The following Clauses have been added to those of the General WALGA Conditions:

Refer Special Conditions of Contract Sections 4.12, 4.15, 4.20 and 4.21.

SECTION 4 SPECIAL CONDITIONS OF CONTRACT

4.1 Scope of Work

Tenderer's can typically expect 200 – 300 hours per year of work for the two water carts (combined total) for each year of the Contract. However, the Principal does not provide a guaranteed minimum number of hours for any year of the Contract.

4.2 Works Programme

The Contractor may be invited to carry out Works under this works programme anywhere within the Principal's boundaries. The Contractor shall nominate a rate within the price schedule that is to be applied on all Purchase Orders. Contractors shall nominate within the contract schedule the make, model and capacity of the equipment.

4.3 Contractor's Responsibility

The Contractor shall be responsible for:

- (a) the supply of equipment with an operator to the nominated work Site;
- (b) the provision of operators that have appropriate knowledge and competency to operate specialised machinery, plant or trucks in a safe and legal manner;
- (c) the provision of operators that hold the required valid competency certificate/licence for operation of all plant;
- (d) the registration of all plant with appropriate authority and fitted with the necessary safety equipment, including reverse alarm and rollover protection system (ROPS), where applicable;
- (e) the running costs and maintenance of plant provided where supply is with an operator;
- (f) to maintain all equipment in a safe and operational condition at all times in accordance with the manufacturers recommended service schedule;
- (g) the provision of a working satellite phone for emergency communications;
- (h) the mobilisation and demobilisation of the hired plant to be delivered within the Principals boundaries;
- (i) the provision of a means of communication via a quality UHF radio, working and operating on channel 40 at all times when the plant is in use, to enable the Principal to contact the plant operator.

4.4 Personnel

The Contractor must ensure that all personnel have relevant valid licences and training to operate any plant.

In the event that any personnel are found to not hold a valid licence to operate any plant the Principal may in its sole discretion remove that person from performing any duties under this Contract. The Contractor shall be responsible for replacing any personnel in this regard.

Personnel performing the Services under this Contract shall wear suitable clothing and personal protective equipment meeting the following minimum requirements;

- (a) Long sleeve shirt, long trousers or long shorts.
- (b) Steel toe-capped footwear or equivalent approved safety work boots.
- (c) A high visibility garment/vest.
- (d) Safety glasses (if airborne dust is apparent in the vicinity).
- (e) Wide brimmed hat.

All necessary protective clothing/equipment shall be provided by the Contractor at no cost to the Principal.

4.5 Plant Hire Requirements

The Contractor shall provide all plant hire at the contracted rates. On this basis, if the requested plant is unavailable, taking into account the Contractor is given a fair and equitable amount of time, the Principal reserves the right to seek plant hire from an alternative service.

4.6 Hire Rate

The hire rate shall be a rate including all costs associated with operating the plant. Rates shall be all inclusive of costs associated with daily travel and mobilisation/demobilisation, as well as the provision of all accommodation, meals, etc.

The standard hours shall be between 6:00am and 6:00pm Monday to Sunday.

The hours worked shall be determined each day from the time the item of plant commences work to the time it completes work at the designated site. Meal breaks, servicing, downturns and loss of time will not be included.

The Contract rates shall apply for all Work including weekends and public holidays.

The Contract is subject to adjustment for rise and fall in costs and will be calculated on the anniversary of the contract. Refer Schedule 15 for details.

4.7 Delivery Date and Time

The Works shall be ordered on an 'as and when required' basis and the delivery date and time will be as instructed by the Principals Representative or otherwise as specified by a Purchase Order.

Job availability shall be high, and the Contractor must give first preference to the Principal's work. In most cases 2–3 days' notice shall be provided for a job and the Contractor is expected to be available 80-90% of the time. Whilst engaged on the Principal's works, the Contractor shall have available at all times a means of communication, with all contract units.

The Principal's Representative shall be responsible for the determination of the job site.

The Contractor shall deliver the plant to the site nominated by the Principal. The Contractor shall be responsible for the delivery and unloading of the plant at the nominated site.

4.8 Working Condition

Any plant and equipment provided by the Contractor that is not in a serviceable condition and free from defects, which the Principal shall determine in its sole discretion, shall be replaced by the Contractor at its own cost, within a timeframe directed by the Principal.

4.9 Breakdowns

The Contractor shall at its own cost repair/replace plant and equipment supplied to the Principal where the breakdown is caused by the Contractor's neglect. All broken down plant shall be repaired/replaced by the Contractor at its own cost, within a timeframe directed by the Principal.

4.10 Contractor Unable to Meet Principal's Requirements

In the event that the successful contractor is unable to supply the requested plant under the provisions of this RFT within 10 days of the Shire requesting the services, or if the successful contractor's provided plant breaks down during a job and impacts the Shire's works, then the successful contractor may be responsible for the mobilisation / demobilisation costs of a third party to provide the services in place of the contractor plus the difference in cost between the third party's rates and the rates of the successful contractor at the sole discretion of the Shire.

4.11 Servicing

Plant and equipment supplied for use by the Principal under this Contract shall be serviced on a regular basis in accordance with the manufacturer's recommendations as a minimum.

4.12 Prices and Contract Payments

All invoices for payment shall be submitted to the Principal's Representative.

All Works performed under the Contract are subject to the pricing in the price schedule and are to include for, where relevant, all hours of work, tonnage of work or cubage meterage of work. No travel, penalty rates or mobilisation and de-mobilisation charges shall apply.

No Work shall be performed by the Contractor without a valid Purchase Order from the Principal, except in emergency situations as advised by the Principal's Representative.

Payments terms are thirty (30) days from the receipt of Contractor's valid tax invoice for the subject month of Services or provision of goods completion or from the date of receipt of the invoice, whichever is the latter.

4.13 Occupational Safety and Health

The Contractor (and any sub-Contractors engaged by the Contractor) shall observe all requirements of the Occupational Safety and Health Act 1984 and Regulations with respect to providing a safe workplace. This includes plant and equipment and clothing, safety training for supervisors and employees and protection of the public.

All Contractor Representatives must hold a current Construction Safety Awareness Training Card (Blue/White Card).

4.14 Complaints

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

4.15 Insurances

In accordance with the requirements of clause 43 of the WALGA General conditions of Contract, the Contractor is required to have in place the following insurances totally indemnifying the Principal

against all damages 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 in Schedule 5.9 together with copies of certificates of currency

- Employee Insurance Cover / Workers 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.

4.16 Drug & Alcohol Testing

The Principal may undertake alcohol testing from time to time and the Contractor is required to comply with this testing when requested.

4.17 Statutory Compliance

The Contractor will at all times operate 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.

4.18 Advertising and Publicity

Any plant and equipment provided by the Contractor is to be identifiable by the public; the Contractors name must be branded and clearly visible. The Contractor shall not place or permit to be placed any other advertisement on the Site without the approval of the Principal.

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.

The Contractor shall refer all public or media enquiries, complaints or other communications to the Principal, and keep a diary of such external project communications enquiries, complaints and actions.

4.19 Emergency Callouts

The Contractor is required to commence each new operation on site within 24 hours of being so directed by the Principals Representative.

The Contractor is to supply names, addresses and telephone number for emergency callout.

In emergency circumstances the Contractor may be directed by the Principals Representative to commence work immediately. Authority to undertake work shall be issued on a 'Purchase Order' for each scope of emergency call out requested by the Principals Representative.

Should the Contractor be directed verbally by the Principals Representative to undertake emergency work, the Contractor shall proceed without delay to carry out these directions. The Principals Representative shall confirm verbal instructions with a 'Purchase Order' as soon as practical thereafter. Failure to comply with instructions may result in action being taken to terminate the Contractor for non-compliance.

4.20 Settlement of Disputes

The Principal's Representative shall regularly review and assess the Contractor's performance against scope of work and specific requirements outlined within this tender document and any other instructions issued by the Principal's Representative.

If in the opinion of the Principal's Representative, the Contractor is not satisfying the requirements of the contract with respect to ability, commitment, appropriateness or otherwise, the Principals' Representative shall issue a written notice to the Contractor that identifies the Dispute ('Notice of Dispute').

The Notice of Dispute should also provide enough information about the Dispute for the Contractor 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.

Within 3 Business Days of a Notice of Dispute being delivered, the Contractor must deliver a written response to the Principal's Representative stating:

- (a) its position in relation to the Dispute; and
- (b) the basis for its position.

The Parties should attempt to resolve the Dispute through negotiations in good faith within 5 Business Days of receipt of the response submitted by the Contractor.

4.21 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 Principal 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 Principal shall ensure that Principal's Representative has followed the process outlined in clause 4.20 and then subsequently advise the Contractor in writing to inform them of the Principal's decision and reason for termination of contract. In the event of termination of the Contract 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.

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.

4.22 Period of Contract

The Contract will be for a period of one (1) year commencing on the date of contract execution. A further three (3) x one (1) year options are available at the sole discretion of the Principal.

In the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4.23 Appendices

The specifications, policies, procedures, practices, plans, forms, reports and anything else included or referred to in the attached appendices are applicable to the Contract and the Contractor shall comply with all requirements contained or referred to in the appendices.

SECTION 5 TENDER RESPONSE

5.1 SCHEDULE 1 – Tender Offer Form

TENDER NO.	RFT 06 23-24	PROJECT:	PROVISION OF CONTRACT WATER CART SERVICES
Tenderer:			
(full trading name)			
Registered Office Address		Business Address	
Telephone		Facsimile	
Email			

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.

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:

.....

5.2 SCHEDULE 2 – Compliance Criteria Summary

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

Description of Compliance Criteria	YES	NO
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.	☐	☐
b) Compliance with the Specification contained within the Request.	☐	☐
c) Compliance with the Start Date and delivery period.	☐	☐
d) Compliance with the insurance requirements contained within this request?	☐	☐
e) Does your tender conform to all of the requirements of the Tender Documents? If NO, tender must provide details on all areas of non-conformity and the reasons therefore in a separate attachment entitled “ Conformance ”.	☐	☐
f) Risk Assessment Tenderers must address the following information in an attachment and label it “ Risk Assessment ”:		
i. An outline of your organisational structure inclusive of any branches and number of personnel.	☐	☐
ii. If companies are involved, attach their current ASIC company extracts search including latest annual return.	☐	☐
iii. Provide the organisation’s directors / company owners and any other positions held with other organisations.	☐	☐
iv. Provide a summary of the number of years your organisation has been in business.	☐	☐
v. Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.	☐	☐

Description of Compliance Criteria	YES	NO
vi. 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.	☐	☐
vii. Attach details of your referees. You should give examples of work provided for your referees where possible.	☐	☐
viii. 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.	☐	☐
ix. 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.	☐	☐
x. Are you presently able to pay all your debts in full as and when they fall due?	☐	☐
xi. 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.	☐	☐

5.3 SCHEDULE 3 – Qualitative Criteria Summary

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

- a) Tenderers are to address each item outlined within a qualitative criterion and all information relevant to each item are to be contained within your Tender;
- b) Tenderers are to assume that the Principal 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) The Shire reserves the right to give consideration to the Tenderers past performance on projects previously undertaken for the Shire.

SECTION 1 Contractor’s Experience Working Remotely Tenderers must address all of the following criteria with reference to the capacity of the organisation: - Particular rural and remote roadworks experience including previous examples. - Demonstrated sound understanding of road construction and maintenance processes and industry standards. - Provide referees who can substantiate previous experience and demonstrated capability of the organisation. - Demonstrated capacity of organisation to resource the work i.e. current workload vs forecast workload including this contract.	Weighting 30% Tick if attached ☐ Schedules 6 & 11 ☐ Schedule 6 ☐ Schedule 8 ☐ Schedule 12
---	--

SECTION 2 Quality and suitability of plant and equipment Tenderers must address all of the following criteria: - Quality and suitability of offered plant and equipment - Provision for necessary plant servicing and maintenance.	Weighting 30% Tick if attached ☐ Schedule 9 ☐ Schedule 9
--	---

SECTION 3 Methodology including approach to Safety and Risk Mitigation Tenderers must address all of the following criteria: - Provide details of how the tenderer plans to deliver the scope of services.	Weighting 10% Tick if attached ☐ Schedule 5
---	---

- Ability to manage the nominated response times to deliver services. - Demonstrated ability of processes, procedures and experiences in managing safety on site. - Demonstrated OHS performance on similar projects.	☐ Schedule 5 ☐ Schedule 14 ☐ Schedule 14
---	---

5.4 SCHEDULE 4 – Pricing Schedule

This is a **SCHEDULE OF RATES** Contract with provision for Rise & Fall..

NOTE: Rates shall be based on a typical 10hr day even though the required working hours may vary up to a maximum of approx. 12 hours per day (only during sunlight hours not including of twilight hours). Rates shall be all inclusive of costs associated with daily travel and mobilisation/demobilisation, as well as the provision of all accommodation, meals, etc.

All rates shall be exclusive of GST.

<u>SCHEDULE OF RATES – SERVICES</u>				
No	Service Description	Tender Unit	Est Qty*	Price Tendered (ex GST)
1	Water Cart No1 Rate	Per hour	Varies	
2	Water Cart No2 Rate	Per hour	Varies	

5.5 SCHEDULE 5 – Methodology

Provide details of how the Tenderer plans to deliver the scope of services.

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Provide details related to the Tenderer's ability to manage the nominated response times to deliver services.

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5.6 SCHEDULE 6 - Resume

Resumes for the proposed operators must be submitted.

The Operators shall demonstrate;

- i) Previous experience with operating a water cart on remote area road building contracts, including experience in a remote campsite operation.
- ii) Sound understanding of road construction and maintenance processes and industry standards.
- iii) Sound understanding of machine capabilities and mechanical aptitude

Nominated Operators: _____

☐
☐

Resumes attached Yes No

Nominated backup Operator: _____

☐
☐

Resume of backup operator attached Yes No

5.7 SCHEDULE 7 - Local Preference

Is the tenderer eligible for consideration under the Shire's Buy Local and Regional Price Preference Policy?

☐

NO

☐

YES. If YES, please, identify why you are eligible.

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5.8 SCHEDULE 8 – Referees

Provide contact details of 2 referees for the nominated Contractor who can substantiate their capabilities in undertaking the works required under the contract based on past experiences.

FIRST REFEREE

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

SECOND REFEREE

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

5.9 SCHEDULE 9 – Plant and Related Items

		DETAILS
WATER CART No1 (minimum 30,000L)	Make & Model	
	Year	
	Hour Meter Reading	
	Water Carrying Capacity	
	Registration No	
WATER CART No2 (minimum 30,000L)	Make & Model	
	Year	
	Hour Meter Reading	
	Water Carrying Capacity	
	Registration No	
Details of proposed backup trailers and prime movers should they be required		
Details of Proposed Servicing and Maintenance		

5.10 SCHEDULE 10 – 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)

5.11 SCHEDULE 11 – Relevant Past Experience

Please provide details of *previous projects involving construction of sealed and unsealed PUBLIC roads in remote locations*.

Item	Project Description	Client	Year Completed	Approx. Duration
1				
2				
3				
4				
5				
6				

5.12 SCHEDULE 12 – Current Project Commitments

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

STATEMENT REGARDING TENDERERS CAPACITY TO UNDERTAKE THIS RFT IN CONJUNCTION WITH CURRENT COMMITMENTS

5.13 SCHEDULE 13 – Details of Local Content

Description of Plant Item or Labour Resource	Source location within Shire of Upper Gascoyne	Estimated Local Content Claim Value

5.14 SCHEDULE 14 – OH&S Management

Provide details of the Tenderer's controls and systems in place to manage Occupational Health & Safety (OH&S) risks associated with operation of plant on construction worksites.

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Provide details of the Tenderer's past performance on OH&S on similar past projects.

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5.15 SCHEDULE 15 – Rise and Fall and Price Basis

The proposed pricing variation mechanism below will only be applicable following the first anniversary of the contract and at each anniversary thereafter.

Variable Prices Do you agree to the price variation mechanism below? Annually at June 30 each year in accordance with the following formula: A = CV + (CV +/- IP) Where: A – is the Price with effect from the annual review date. CV – is the Price immediately preceding the annual review date. IP – is the percentage change in the WA Road & Bridge Construction Cost Index maintained by the Australian Bureau of Statistics (Producer Price Indexes Table 17)	Yes / No
If No, please indicate how your proposed price variation mechanism differs from the one outlined above. Supply details and label it "Price Variation Mechanism"	Tick if Attached ☐

Producer Price Index Table 17: <https://www.abs.gov.au/statistics/economy/price-indexes-and-inflation/producer-price-indexes-australia/latest-release#data-downloads>

SECTION 6 SPECIFICATIONS

6.1 Machinery and Equipment

The 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 Contractor shall also ensure and warrants that upon delivery and throughout the period of hire, the Plant/Equipment:

- a) accords with the manufacturer's specification;
- b) is in good repair;
- c) is suitable and fit for the intended purpose and use;
- d) is suitably licensed for operation;
- e) is free from any encumbrances;
- f) is free from any defects in design, materials and workmanship;
- g) has been maintained in proper working order; and
- h) fully complies with the Technical Requirements.

The 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 RAV permits (to be carried in the vehicle) relevant to public roads proposed to be used
- A functioning machine hour meter
- A functioning dribble bar, side fan and centre fan in good working order
- No super single tyres permitted.
- Flashing amber beacons appropriately mounted and maintained for visibility
- Two-way radio communications and a working satellite phone
- 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.

Water tankers shall be steel frame and lining. Fibreglass tankers are also allowable. Aluminium tankers are not acceptable for this contract.

It is the Contractor's responsibility to ensure that

- a) plant is maintained safe and secure at all times
- b) plant shall be pro-actively maintained to minimise breakdown and downtime

such that the plant is available for use when required by the Principal.

Further to the above, if the plant is not available when requested, for whatever reason, the Principal reserves the right to issue a notice of dispute in accordance with clause 4.19 of the Special Conditions of Contract.

6.2 Rejection

The Contractor shall ensure that the Plant/Equipment is in full operating condition as required by this contract and available for use on the Principal's works as specified in this contract.

The Principal may at any time, whether before or after delivery, reject any Plant/Equipment that he has determined to not be performing sufficiently.

Further, the Principal may at any time, whether before or after delivery, reject any Plant/Equipment found to be inferior, defective, damaged or not in accordance with the requirements of the contract or any supplied or referenced specifications.

The Contractor is liable for all loss, expense and damages incurred by the Principal due to the rejection of the Plant/Equipment. This clause shall apply notwithstanding that the Plant/Equipment have been inspected or tested or that the Principal has paid for the Plant/Equipment.

Further to the above, if there continues to be issues with the performance and/or compliance requirements of the Plant/Equipment, for whatever reason, the Principal reserves the right to issue a notice of dispute in accordance with clause 4.19 of the Special Conditions of Contract.

6.3 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 criterion 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.

6.4 Fuel, Consumables, Camp, Meals and Accommodation

The 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 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). The camp facility shall be clean, tidy, well maintained in good order and include:

- i. Air conditioning;
- ii. Shower and toilet facilities;
- iii. Potable water supply; and
- iv. Generator

Camp shall be maintained clean and free of rubbish at all times. All rubbish and waste materials are to be disposed of in a suitable waste disposal facility (typically Shire controlled refuse pits to facilitate burial of waste). If waste disposal site is required to be established at a camp location, consultation is required with the Principal's representative. All disposal sites are to be properly rehabilitated on completion of the works by the Contractor.

6.5 Transportation

Travelling to work from the camp and return each day shall be at the contractor's expense.

Travelling home from the camp and return shall be at the contractor's expense.

Mobilisation/Demobilisation of all plant and equipment shall be at the contractor's expense.

6.6 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 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 Contractor and meet the necessary safety standards.

SECTION 7 APPENDICES

APPENDIX 1 – SHIRE OF UPPER GASCOYNE LOCAL PREFERENCE POLICY

2.8 LOCAL PREFERENCE PURCHASING POLICY

Policy Purpose

The purpose of the Shire of Upper Gascoyne's 'Regional Price Preference Policy' is to support local business and industry and to encourage employment of local people thereby generating economic growth within the Shire.

Definitions

For the purpose of this Policy, the "Region" is defined as the geographical area which comprises the whole of the Shire of Upper Gascoyne, Shire of Carnarvon, Shire of Shark Bay and the Shire of Exmouth.

Local Industry is defined in the Policy as being a business / organisation substantially trading from a recognised business address within the region. This Policy requires the businesses to have been operating out of the local premises for a continuous period of not less than six (6) months.

Policy Content

(a) Unless specifically excluded in advance of advertising, a Regional Price Preference will apply to purchases when calling tenders or purchasing goods and services.

(b) The regional pricing preference to be given to a regional tenderer / supplier is outlined below and represents the amount by which the regional tenderer's price bids or other quotations would be reduced for the purposes of assessing the tender or quotations:

CONSTRUCTION / BUILDING SERVICES	
Value of Tender / Supply By Regional Supplier	Regional Price Preference
\$0 to \$20,000	\$0 + 10% of excess above \$0
\$20,000 to \$50,000	\$1,000 + 4% of excess above \$20,000
\$50,000 to \$100,000	\$2,200 + 3% of excess above \$50,000
\$100,000 to \$250,000	\$3,700 + 2% of excess above \$100,000
Above \$250,000	\$6,700 + 1% of excess above \$250,000

GOODS & SERVICES	
Value of Tender / Supply By Regional Supplier	Regional Price Preference
\$0 to \$10,000	\$0 + 5% of excess above \$0
\$10,000 to \$20,000	\$500 + 6% of excess above \$10,000
\$20,000 to \$50,000	\$1,000 + 4% of excess above \$20,000
\$50,000 to \$100,000	\$1,500 + 3% of excess above \$50,000
\$100,000 TO \$250,000	\$2,000 + 2% of excess above \$100,00
Above \$250,000	\$2,500 + 1% of excess above \$250,000

Subject to the maximum regional price preference capped at \$50,000

APPENDIX 2 – WALGA GENERAL CONDITION OF CONTRACT



Provision of Contract Water Cart Services

Request for Tender: 06 23*24

19th September 2023

2.00pm



19th September 2023

Shire of Upper Gascoyne
Tenderlink

Dear Chief Executive Officer,

RE: Provision of Contract Water Cart Services

RFT No: 06 23-24

Thank you for the opportunity to tender for the provision of water cart services with skilled, competent and licensed operators. The Shire of Upper Gascoyne requires assurance work is constructed in a safe, cost effective and efficient manner in accordance with industry standards, regular and effective communication to ensure compliant delivery of the works and services and to ensure compliance.

THEM Earthmoving Pty Ltd is an owner operated business. Directors Stephen and Katrina-Lee O'Brien are fully involved with all aspects of the business. Stephen uses his on the job and mechanical experience in the role of Operations Officer while Katrina-Lee takes on the roles of Commercial/Administration Officer. The THEM Earthmoving team has extensive knowledge in the Earthmoving/Road Construction industry. THEM Earthmoving is highly experienced in delivering the proposed services and offers the Shire of Upper Gascoyne the following four benefits:

Benefit 1 - Demonstrated track record working in Shire of Upper Gascoyne

Approximately 95% of our projects are conducted in remote locations of Western Australia. THEM Earthmoving has been successfully awarded numerous projects across the Shire of Upper Gascoyne since 2019. For the past 5 years we have successfully completed flood damage road restoration and road upgrade projects within the Shire of Upper Gascoyne. Our knowledge of remote and local areas resulting from past works and our well-developed skill set make us positioned to offer the Shire of Upper Gascoyne quality services at a competitive price. We are very familiar with managing any challenges this remote location can deliver.

We are well-equipped to work in the Shire of Upper Gascoyne
95% of our projects are conducted in remote locations

We have experience in the scope of works and have been delivering this service to the Shire for the past 3 months as well as providing water carts as parts of larger projects within the Shire. When the Shire's previous contractor for water cart provision unexpectedly terminated the contracted we assisted the Shire with watercarts and side tippers as requested. We still continue this service currently and hope to continue into the future.

Benefit 2 – An experienced and capable team

We will provide an experienced and capable team of people who are committed and focused to provide the Shire of Upper Gascoyne with a highly quality services.

We will ensure that all employees and equipment meet the requirements in carrying out the work to contract specifications, including:

- Competent licensed operators with valid licenses
- Knowledge and competency to operated trucks in a safe legal manner
- Suitable resources personnel and equipment
- Registered plant with required safety features
- Working satellite phone for emergencies
- UHF radios in equipment.

Importantly, we ensure that all employees are trained in risk assessment and safe work procedures to promote the health, safety and welfare of all persons engaged in or affected by the Services provided to the Shire of Upper Gascoyne.

Benefit 3 – A range of plant, with required onsite support

THEM Earthmoving provides equipment that is well maintained, reliable, fully licensed, serviced and operated in accordance with manufacturers' safe working standards and all regulatory requirements.

The majority of our work is in remote areas and we have the procedures and resources to facilitate this work. We also have a network of maintenance staff within the area and support in Geraldton to mobilise for field service should the need arise.

As we routinely work in remote locations, we have mobile accommodation and supporting facilities to keep remote work comfortable for the onsite crew and efficient for the Shire of Upper Gascoyne.

Benefit 4 – Real value for money

Real value for money – Our Company is a family owned and run mid-size business managed and run by the owners. As a result, we have lower overheads then larger businesses. We are big enough to offer all the resources and workings of a larger company but small enough to remain competitive with pricing while delivering quality service.

Thank you for the opportunity to submit this request for tender. We look forward to the opportunity to continue working with the Shire of Upper Gascoyne and to demonstrate our excellent service.

In the meantime, should you require any further information, please contact me on 0408856780.

Yours sincerely,



Katrina-Lee O'Brien

Director

THEM Earthmoving Pty Ltd

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APPENDICES

Appendix 1 – Insurance Certificates of Currency

Appendix 2 – Resumes

5 TENDERER RESPONSE

5.1 Schedule 1 – Tender Offer Form

TENDER No:	RFT 04 23-24	PROJECT	PROVISION OF WATER CART SERVICES
Tenderer: (Full Trading Name)	THEM Earthmoving Pty Ltd		
Registered Office Address:		Business Address:	
130 Horwood Road, GERALDTON, WA, 6530		130 Horwood Road, GERALDTON, WA, 6530	
Telephone:	0408856780	Facsimile:	
Email:	katrina@themearthmovin.com.au		
Website:	www.themearthmoving.com.au		

Legal Status

All Tenderers are required to complete the following table:

Legal Structure	Name	Australian Company Number (I)	Australian Business Number (ABN)
Company	THEM Earthmoving Pty Ltd	137486116	40137486116
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.

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: Katrina-Lee O'Brien/Director Date: 19th September 2023



Signature of Witness:

Name of Witness: Stephen O'Brien

Date: 19th September 2023

CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER

Name :	Katrina-Lee O'Brien
Position :	Director
Address:	130 Horwood Road, GERALDTON, WA, 6530
Telephone:	0408856780
Email:	katrina@themearthmoving.com.au

5.2 Schedule 2 - Compliance Criteria

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

Description of Compliance Criteria	Yes	No
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.	☒	☐
b) Compliance with the Specifications Contained within this Request	☒	☐
c) Compliance with Start Date and delivery period.	☒	☐
d) Compliance with insurance requirements contained within this request?	☒	☐
e) Does your tender conform to all of the requirements of the Tender Documents? If NO, tender must provide details on all areas of non-conformity and the reasons therefore in a separate attachment entitled “Conformance” .	☒	☐
f) Risk Assessment Tenderers must address the following information in an attachment and label it “Risk Assessment” .		
i. An outline of organisation structure inclusive of any branches and number of personnel.	☒	☐
ii. If companies are involved, attach their current ASIC company extracts search including latest annual return.	☒	☐
iii. Provide the organisation’s Directors/Company Owners and any other positions held with other organisation’s.	☒	☐
iv. Provide a summary of how many years your organisation has been in business.	☒	☐
v. Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.	☐	☒
vi. 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 (<i>and any related documents</i>); and if there is no trust deed, provide the names and addresses of beneficiaries.	☐	☒

vii. Attach details of your referees. You should give examples of work provided for your referees where possible.	☒	☐
viii. Will any actual or potential conflict of interest in the performance of the Tenderers obligations under the Contract exist if awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If yes, please provide details.	☐	☒
ix. 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.	☐	☒
x. Are you currently able to pay all your debts in full as and when they fall due?	☒	☐
xi. 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.	☒	☐

5.3 Schedule 3 – Qualitative Criteria Summary

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

- Tenderers are to address each item outlined within a qualitative criterion and all information relevant to each item are to be contained within your tender;
- Tenderers are to assume that the Principal has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- The Shire reserves the right to give consideration to the Tenderers past performance on projects previously undertaken for the Shire.

SECTION 1 Contractor's Experience Working Remotely Tenderers must address all of the following criteria with reference to the capacity of the organization: - Particular rural and remote roadworks experience including previous examples. - Demonstrate sound understanding of road construction and maintenance processes and industry standards. - Provide referees who can substantiate previous experience and demonstrate capacity of the organization. - Demonstrated capacity of organization to resource the work i.e. current workload vs forecast workload including this contract.	Weighting 30% Tick if attached ☒ Schedules 6&11 ☒ Schedule 6 ☒ Schedule 8 ☒ Schedule 12
SECTION 2 Quality and suitability of plant and equipment Tenderers address the criteria: - Quality and suitability of offered plant and equipment - Provision for necessary plant servicing and maintenance.	Weighting 30% Tick if attached ☒ Schedule 9 ☒ Schedule 9

SECTION 3 Methodology including approach to Safety and Risk Mitigation	Weighting
Tenderers address the criteria:	10%
	Tick if attached
- Provide details of how the tenderer plans to deliver the scope of services.	☒ Schedule 5
- Ability to manage nominated response times to deliver services.	☒ Schedule 5
- Demonstrated ability of processes, procedures and experiences in managing safety on site.	☒ Schedule 14
- Demonstrated OHS performance on similar projects.	☒ Schedule 14

5.3 Schedule 4 - Price Schedule

This is a **SCHEDULE OF RATES Contract with provision for Rise & Fall.**

NOTE: Rates shall be based on a typical 10 hour day even though the required working hours may vary up to a maximum of approximately 12 hours per day (only during sunlight hours not including of twilight hours). Rates shall be all inclusive of costs associated with daily travel and mobilisation/demobilisation, as well as the provision of all accommodation, meals, etc.

All rates shall be exclusive of GST.

SCHEDULE OF RATES - SERVICES				
NO	SERVICE DESCRIPTION	TENDER UNIT	EST QTY*	PRICE TENDERED (EX GST)
1	Water Cart no 1 Rate	Per Hour	Varies	\$185.00
2	Water Cart no 2 Rate	Per Hour	Varies	\$180.00

Pricing Notes:

- Initial Mobilisation and mobilisation between locations will be charged at hourly rates.
- Demobilisation of trucks will be charged at hourly rates when no longer required onsite.
- This will be capped at 5 hours.
- Side Tippers can be provided for an additional \$20/hour using the same Prime Movers and personnel.

DISCOUNT

After 1000 (combined) hours a discount of \$10/hour will be applied to hourly rates.

Compliance Criteria

RISK ASSESSMENT

- i. An outline of organization structure inclusive of any branches and number of personnel.*
- iii. Provide the organisations directors/company owners and any other positions held with other organisations.*
- iv. Provide a summary of the number of years your organization has been in business.*

THEM Earthmoving was a 'start-up' enterprise established thirteen years ago in 2009. Making 2023 the 14th year of operation. The enterprise is a Proprietary Company, limited by shares with Stephen and Katrina-Lee O'Brien the Members (and Managing Directors), trading as THEM Earthmoving Pty. Ltd. Katrina-Lee and Stephen are both fully invested in their business managing the day-to-day operation. THEM Earthmoving is their primary focus and they do not hold any positions elsewhere.

THEM currently employs 60 people across the business.

THEM Earthmoving's is managed by a General Manager (Stephen O'Brien) who also performs the role of Quality Manager for the THEM Earthmoving's – ISO9001:2018 – Integrated Management System. This Management System also incorporates both an Occupational Health and Safety Management System as well as an Environmental Management System. This Manual provides instructions on developing, maintaining, monitoring and improving systems and processes. The Company's Management System controls systems and processes that:

- Assure the quality of goods and services to its clients;
- Enable the Company to operate lawfully; and
- Enable continuous improvement of systems to assure its long-term success.

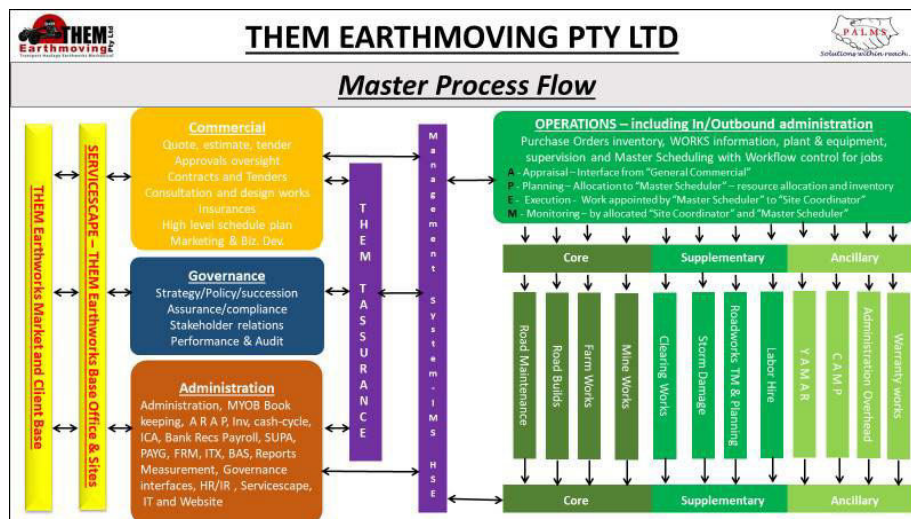
To help achieve the controls, the Integrated Management System applies some of the requirements of the following standards:

- An ISO 9001:2008 Quality Management System.
- An AS4801 Safety Management System.
- An ISO 14001 Environmental Management System.

Currently the Integrated Management System is to be reviewed and updated to align with the most up to date ISO standards.

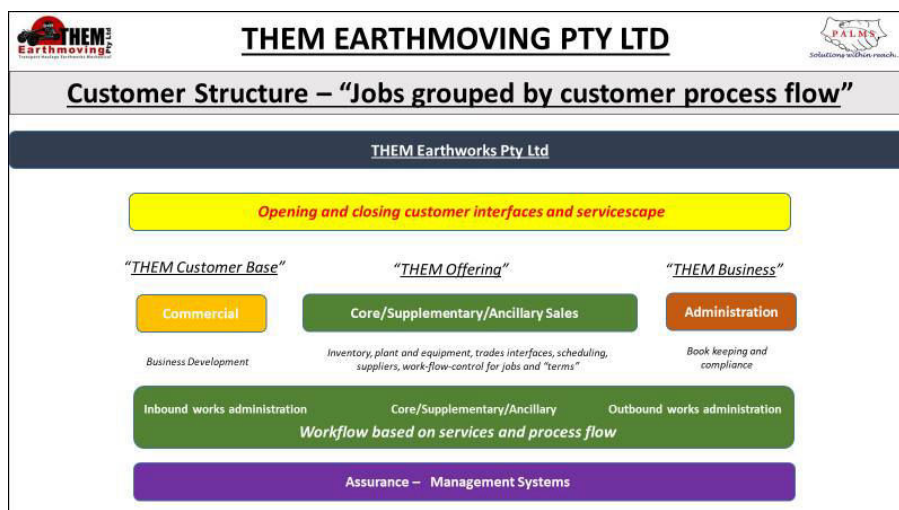
THEM Earthmoving has a **Master Process Flow** that over-arches all processes within the business, supporting the overall business structure of the organisation.

This is set out below for support of the structure and design that follows:

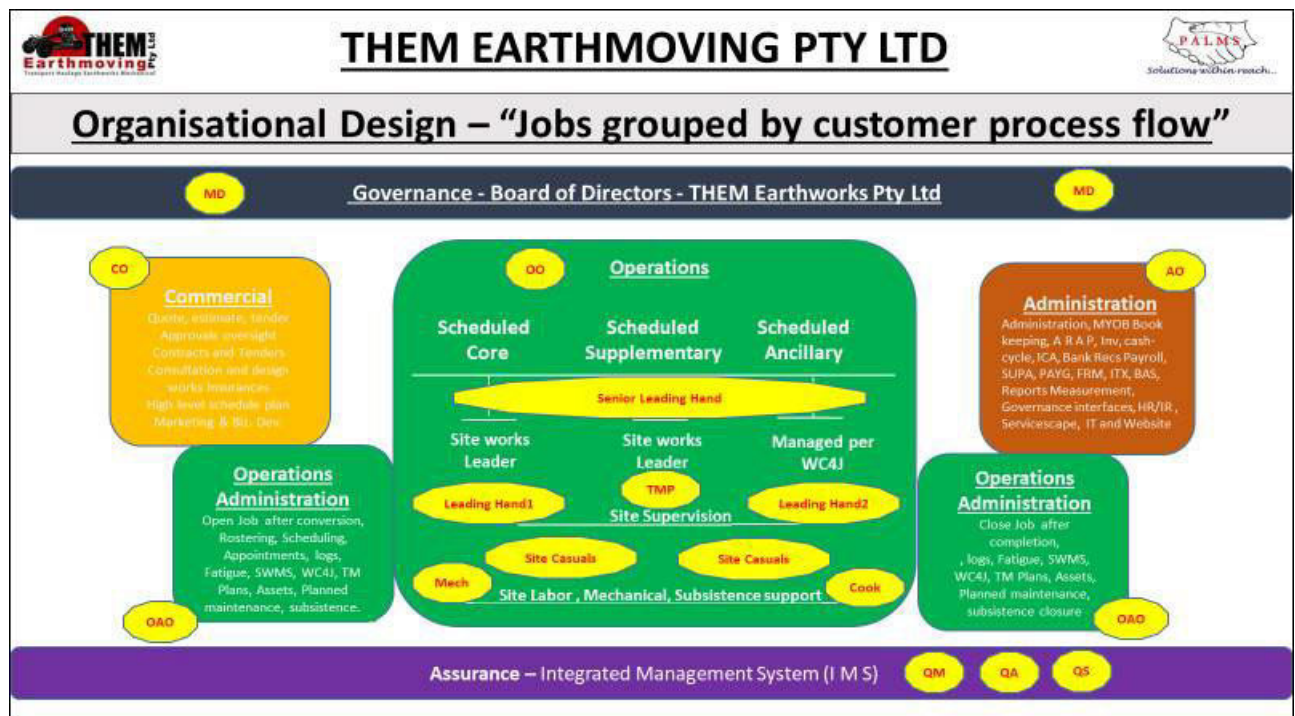


THEM Earthmoving has a **Customer Focussed Structure** that surrounds all processes within the business. This ensures that governance and assurance processes support the organisation top and bottom across the business.

This is set out below for support of the design that follows:



THEM Earthmoving has an **Organisational Design** that delivers all processes within the business. Including management of the deployment of resources across the organisation.



Key Positions:

MD - Managing Director

AO – Operations Officer

QM – Quality Manager

OO - Operations Officer

OAO – Operations Administration Officer

QA – Quality Administrator

CO - Commercial Officer

QS – Quality Supervisor

The organisational structure of THEM allows for the business to grow and contract in size as required. Key positions are maintained and the management structure is kept as a constant. Leading Hands are appointed from within the organisation and Site Casuals are then recruited as required to meet the requirements of projects. We always maintain a select crew for key casual positions such as grader operators and leading hands. Leading hands are also competent operators and can move into site casual positions as required.

Currently we employ 70 personnel across our business and a number of subcontractors.

ii) If companies are involved, attach their current ASIC company extracts search including latest annual return.



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: THEM EARTHMOVING PTY LTD

ACN: 137 486 116

Date/Time: 19 August 2023 AEST 03:15:32 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Current Company Extract

THEM EARTHMOVING PTY LTD
ACN 137 486 116

Organisation Details	Document Number
Current Organisation Details	
Name: THEM EARTHMOVING PTY LTD	5E2120917
ACN: 137 486 116	
ABN: 40137486116	
Registered in: Western Australia	
Registration date: 03/06/2009	
Next review date: 03/06/2024	
Name start date: 03/06/2009	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: 130 Horwood Road, GERALDTON WA 6530	1E8714481
Start date: 19/09/2012	
Principal Place Of Business address: 130 Horwood Road, GERALDTON WA 6530	5E2399105
Start date: 16/06/2010	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
Current
Address: PO BOX 1770, OSBORNE PARK DC WA 6916
Start date: 18/06/2009

Officeholders and Other Roles	Document Number
Director	
Name: KATRINA -LEE O'BRIEN	5E2399105
Address: 130 Horwood Road, GERALDTON WA 6530	
Born: 01/06/1978, GERALDTON, WA	
Appointment date: 03/06/2009	
Name: STEPHEN GERARD O'BRIEN	5E2399105
Address: 130 Horwood Road, GERALDTON WA 6530	
Born: 31/05/1976, GERALDTON, WA	
Appointment date: 03/06/2009	

Share Information
Share Structure

Current Company Extract

THEM EARTHMOVING PTY LTD
ACN 137 486 116

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	2	2.00	0.00	5E2120917

Members					
Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.					
Name: KATRINA -LEE O'BRIEN Address: 130 Horwood Road, GERALDTON WA 6530					

Class	Number held	Beneficially held	Paid	Document number
ORD	1	yes	FULLY	5E2399105

Name: STEPHEN GERARD O'BRIEN Address: 130 Horwood Road, GERALDTON WA 6530				
--	--	--	--	--

Class	Number held	Beneficially held	Paid	Document number
ORD	1	yes	FULLY	5E2399105

End of Extract of 2 Pages

FINANCIAL POSITION

- x) *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.*

Please see a letter below from our accountant confirming financial viability.



P (08) 9965 4266
E admin@ascendresults.com.au
12 Anzac Terrace Geraldton 6530
PO Box 2828 Geraldton WA 6531
www.ascendresults.com.au

22nd August 2023

To Whom it May Concern

Re: THEM Earthmoving Pty Ltd

ABN 40 137 486 116

We have been asked to provide confirmation as to the financial viability of our client THEM Earthmoving Pty Ltd.

We have been accountants for THEM Earthmoving & Stephen & Katrina O'Brien for over 11 years. The Company has invested heavily on internal controls & systems & have a very thorough & competent board of management who has been working hard to ensure the long term stability & growth of the company in a challenging industry.

We confirm that as of today's date the company is solvent & financially viable & there's no reason to suspect that will not remain the case for the foreseeable future.

Kind Regards



Brendon Davies CPA



BANK REFEREE

Name	Commonwealth Bank of Australia
Address	Lot 33/8 Chapman Road GERALDTON WA 6530
Contact Person	Ross Browne
Telephone	0429 106 180
Email:	Ross.browne@cba.com.au

ACCOUNTANT REFEREE

Name	Ascend Business Results
Address	12 Anzac Terrace GERALDTON WA 6530
Contact Person	Brendon Davies
Telephone	(08) 9965 4266
Email:	brendon@ascendresults.com.au

REFEREES

vii) Attach details of your referees. You should give examples of work provided for your referees where possible.

FIRST REFEREE	
Name & Employer	Shire of Upper Gascoyne
Specific Projects of Reference	Shire of Upper Gascoyne Flood Damage Repairs
Address	4 Scott Street GASCOYNE JUNCTION WA 6705
Contact Person	Jarrold Walker
Telephone	0437168892
Email:	works@uppergascoyne.wa.gov.au

SECOND REFEREE	
Name & Employer	Greenfield Technical Services
Specific Projects of Reference	Shire of Murchison, Perenjori Flood Damage Repairs
Address	1/81 Forrest Street
Contact Person	Tony White
Telephone	0448 866 415
Email:	tony.white@greenfieldtech.com.au tonywhite77@bigpond.com

THIRD REFEREE	
Name & Employer	William Herold
Specific Projects of Reference	Shire of Murchison Flood Damage Repairs
Address	PO Box 61 MULLEWA WA 6630
Contact Person	William Herold
Telephone	0899613805
Email:	works@murchison.wa.gov.au

Insurances

INSURANCE TYPE	POLICY NO	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		PER INCIDENT (\$A)	IN AGGREGATE (\$A)		
Public Liability	53695625	\$20M	\$20M	31/08/2024	CGU
Vehicles Plant & Equipment	53687218	\$20M	\$20M	31/08/2024	CGU
Workers Compensation	822024	As per the Act	\$50M	28/02/2024	QBE

Certificates of currency are provided in **Appendix 1**.



We have had a successful working relationship with the Shire of Upper Gascoyne since 2019

Qualitative Criteria

SECTION 1 Contractor's Experience Working Remotely

Schedule 11 – Relevant Past Experience

Our past experience in the Shire of Upper Gascoyne for the past 4 years has allowed us to improve our operation and fine tune the skills required for the works required by the Shire of Upper Gascoyne. We have spent the time to get to know the area and the natural resources available, developed relationships with locals and land owners in the area and improved the structure and systems of our company making us a great choice for the Shire of Upper Gascoyne's water cart provision.

As most of our contracts and projects are remote in nature, THEM Earthmoving is experienced in working with minimal supervision in isolated locations. We have structure and systems in place to help manage these remote projects and promote the successful outcomes required by The Shire of Upper Gascoyne.

In 2023 THEM Earthmoving has worked alongside the Shire on numerous occasions which have allowed us to get to know the Shire's crew, management and Shire's work methods better. During this time we have learnt a lot and have navigated all issues to provide the Shire with the resources they have required. This learning will serve us into the future and provides the Shire of Upper Gascoyne the assurance that we can get the job done to the required standard and provide the services that the Shire requires to supplement their program.

With the assurance of a long term contract we are able to invest more resources and time into setting up the camp and resources to support the Water Cart Provision Services.



95% of our projects are remote and we have successfully been selected on numerous Shire panels across rural Western Australia.

Particular rural and remote roadworks experience including previous examples.

Demonstrate sound understanding of road construction and maintenance processes and industry standards.

Project Description	Client	Approx. Value	Approx. Duration	Outcomes Achieved
Supply of Plant and Operators for Flood Damage Repairs – Shire of Carnarvon	Shire of Carnarvon	\$3.9M	9 months	• Maintain roadside camp accommodation housing 15-25 employees. • Produce roads to a high standard approved by the Shire Works Supervisor • Supervise team and maintain efficiency • Delivered on time and budget.
Road Construction Plant with Operators – Shire Maintenance and Flood Damage Repairs 2022-2024	Shire of Halls Creek	\$10M	3 years	• Maintain roadside camp accommodation housing 15-20 employees. • Produce roads to a high standard approved by the Shire Works Supervisor • Complete works across more than one schedule on budget and on time • Coordinate Mob & Demob to extremely remote locations • Supervise team and maintain efficiency • Delivered on time and budget.
2021/2022 Supply of Plant and Operators for Road Flood Damage Repairs.	Shire of Upper Gascoyne	\$10M	18 months	• Maintain roadside camp accommodation housing 15-25 employees. • Produce roads to a high standard approved by the Shire Works Supervisor • Supervise team and maintain efficiency • Delivered on time and budget.
Road Construction Plant with Operators – Shire Maintenance and Flood Damage Repairs.	Shire of Halls Creek	\$7M	18 months	• Maintain roadside camp accommodation housing 15-20 employees. • Produce roads to a high standard approved by the Shire Works Supervisor • Complete works across more than one schedule on budget and on time • Coordinate mob & Demob to extremely remote locations • Supervise team and maintain efficiency • Delivered on time and budget.

Project Description	Client	Approx. Value	Approx. Duration	Outcomes Achieved
2020/2021 Supply of Plant and Operators for Road Flood Damage Repairs.	Shire of Upper Gascoyne	\$10M	18 months	• Maintain roadside camp accommodation housing 15-25 employees. • Produce roads to a high standard approved by the Shire Works Supervisor • Supervise team and maintain efficiency
2020 Supply of Plant and Operators for Road Flood Damage Repairs.	Murchison Shire	\$5M	12 months	• Maintain roadside camp accommodation housing 15-25 employees. • Produce roads to a high standard approved by the Shire Works Supervisor • Supervise team and maintain efficiency
2019/2020 Supply of Plant and Operators for Road Flood Damage Repairs.	Shire of Upper Gascoyne	\$5M	10 months	• Maintain roadside camp accommodation housing 15-25 employees. • Produce roads to a high standard approved by the Shire Works Supervisor • Supervise team and maintain efficiency
2018/2019 Supply of Plant and Operators for Road Flood Damage Repairs.	Murchison Shire	\$5M	12 months	• Maintain roadside camp accommodation housing 15-25 employees. • Produce roads to a high standard approved by the Shire Works Supervisor • Supervise team and maintain efficiency
2018/2019 Supply of Plant and Operators for Road Flood Damage Repairs.	Ashburton Shire	\$5M	12 months	• Worked to schedule & strict budget set out by Superintendent while still maintaining work standard and production. • Work within strict environmental guidelines within National Parks.
2017/2018 Supply of Plant and Operators for Road Flood Damage Repairs.	Murchison Shire	\$3.5M	12 months	• Produce roads to a high standard approved by the Shire Works Supervisor. • Establish turkey's nest and water supplies.
2017 Supply of Hired Road Construction Plant with Operators – Flood damage restoration of roads within the Shire.	Shire of Perenjori	\$2.35M	8 months	• Worked to schedule & budget set out by Superintendent. • Work within strict environmental guidelines.
2016 Supply of Hired Road Construction Plant with Operators	Shire of Cue	\$4M	11 months	• Worked to schedule & budget set out by Superintendent.

Project Description	Client	Approx. Value	Approx. Duration	Outcomes Achieved
– Flood damage restoration of roads within the Shire.				• Maintain up to date project schedule. • Construct and reinstate high quality roads and floodways.
2015 Supply of Hired Road Construction Plant with Operators – Supply of traffic management, water supply, wet hire of water carts, roadtrains and roller.	Murchison Shire	\$450000.00	3 months	• Worked to schedule set out by Superintendent. • Maintained remote working roadside accommodation for employees.
2014 Supply Hired Plant & Equipment for Roadwork's 2014 – Restoration to flood damaged roads, including water supply, gravel sourcing & stock piling, maintenance grading, gravel sheeting and forming and shaping roads.	Shire of Sandstone	\$340000.00	2 months	• Project completed on budget. • Employed flexibility in scheduling due to weather influences.
2014 Maintenance Grading and Flood Damage Repair 2014 – Maintenance grade of 80km for the Berringarra-Pindar Road.	Murchison Shire	\$200000.00	2 weeks	• Project completed easily in scheduled time. • Work quality met shire specifications and requirements.

During each of the above projects we have provided water cart services, camp and all the backup resources required.

5.6 Schedule 6 – Resume

Resumes for proposed operators must be submitted.

The Operators shall demonstrate:

- i) Previous experience with operating a water cart on remote area road building contracts, including experience in a remote campsite operation.
- ii) Sound understanding of road construction and maintenance processes and industry standards.
- iii) Sound understanding of machine capabilities and mechanical aptitude.

Nominated Operators: Archie Brown and Mark Kalejs

Resume attached ☒ Yes ☐ No

Nominated Operators:

Resume attached ☒ Yes ☐ No



We specialise in remote work

Provide referees who can substantiate previous experience and demonstrated capability of the organisation.

FIRST REFEREE	
Name & Employer	Shire of Upper Gascoyne
Specific Projects of Reference	Shire of Upper Gascoyne Flood Damage Repairs – Provide water cart services, camp ad associated resources.
Address	4 Scott Street GASCOYNE JUNCTION WA 6705
Contact Person	Jarrold Walker
Telephone	0437168892
Email:	works@uppergascoyne.wa.gov.au

SECOND REFEREE	
Name & Employer	Greenfield Technical Services
Specific Projects of Reference	Shire of Murchison Flood Damage Repairs - Provide water cart services, camp ad associated resources.
Address	1/81 Forrest Street
Contact Person	Tony White
Telephone	0448 866 415
Email:	tony.white@greenfieldtech.com.au tonywhite77@bigpond.com

THIRD REFEREE	
Name & Employer	William Herold
Specific Projects of Reference	Shire of Murchison Flood Damage Repairs - Provide water cart services, camp ad associated resources.
Address	PO Box 61 MULLEWA WA 6630
Contact Person	William Herold
Telephone	0899613805
Email:	works@murchison.wa.gov.au

SCHEDULE 12 - CURRENT PROJECT COMMITMENTS

Demonstrate capacity of organisation to resource the work i.e. current workload vs forecast workload including this contract.

We anticipated a start date in October 2023. We currently have the required resources available for an immediate start with existing crew that is assisting the Shire now. We also are able to switch personnel and equipment if required.

Name/Description of Project	Start Date	Project Duration	Project Value	Client/Contact Name/Details
<i>Road Construction Plant with Operators</i> Repair of flood damaged roads including: clearing, reconstruct road formation, gravel sheeting, maintenance grading, drains, reconstruct floodway's, gravel sourcing & stockpiling.	April 2023	3 years <u>(works limited to dry season)</u>	\$10M	<i>Shire of Halls Creek</i> Superintendent Representative Joshua Kirk 0498999484
<i>Provision of Watercarts and Side Tippers-</i> Provide water carts and side tippers as requested by works manager to assist Shire works program.	July 2023	Ongoing casual	Nil	<i>Shire of Upper Gascoyne</i> Works Manager Jarrod Walker 0437 168 892
<i>Shark Bay Resources – Site Works</i> Provision of skilled labour hire with plant for site works as requested.	March 2021	Ongoing	\$150K a month	<i>Shark Bay Resources</i> Production Superintendent Ian 0899480213
<i>Supply of Plant and Operators for Road Flood Damage Repairs</i> Repair of flood damaged roads including: clearing, reconstruct road formation, gravel sheeting, maintenance grading, drains, reconstruct floodway's, gravel sourcing & stockpiling.	Unknown waiting approval	10 months	\$2M	<i>Shire of Upper Gascoyne</i> Superintendent Representative Jeremy Cassin 0418930039
<i>Supply of Plant and Operators for Road Flood Damage Repairs</i> Repair of flood damaged roads including: clearing, reconstruct road formation, gravel sheeting, maintenance grading, drains, reconstruct floodway's, gravel sourcing & stockpiling.	May 2023	7 months	\$2M	<i>Shire of Carnarvon</i> Superintendent Representative Hayden Andrews 0448984502

SECTION 2 Quality and suitability of plant and equipment

Quality and suitability of offered plant and equipment.

Provision for necessary plant servicing and maintenance.

Details		
Water Cart No 1 (minimum 30,000L)	Make & Model	Kenworth (TE352) & GTE (TE162) with plastic tanks
	Year	2004 & 2011
	Hour Meter Reading	TBA
	Water Carrying Capacity	30,000L
	Registration Number	1HYT609 & CGG1150
Water Cart No 2 (minimum 30,000L)	Make & Model	Kenworth (TE353) & GTE (TE231) with plastic tanks
	Year	2006 & 2011
	Hour Meter Reading	TBA
	Water Carrying Capacity	30,000L
	Registration Number	TBA & G14728
Details of proposed backup trailers and prime mover should they be required	THEM has a contingency plans for backup of crucial equipment. • We have extra equipment available that will be mobilised to site as required, we have a large fleet and will have suitable backup equipment available in Geraldton to mobilise should there be a long term failure on site • Field mechanic from Geraldton or Gascoyne Junction (if on site) will be mobilised to deal with any breakdowns as soon as possible • Existing relationships with hire companies should the need arise • Stocked Geraldton workshop with spare parts to minimise down time.	
Details of proposed Servicing and Maintenance	THEM Earthmoving provides equipment that is well maintained, reliable, fully licensed, serviced and operated in accordance with manufacturers' safe working standards and all regulatory requirements. • Qualified mechanic on call for field service to minimise down time and to complete scheduled maintenance and non urgent repairs during rostered breaks • Spare tyres and common spare parts kept onsite with Light Vehicle equipped for maintenance and servicing • Well establish suppliers and freight services to acquire parts overnight as required • Running maintenance logs for all our machines to record on-going preventative maintenance and repairs	

	• Daily checks as part of our prestart routine to prevent breakdowns • Ensure a full preventative service is conducted every 250 hours • Minor faults are rectified by onsite employees who are trained in fixing minor faults such as blown hoses and flat tyres • Geraldton to provide back up support and relief site field service when required • Geraldton based apprentice mechanics are also available to assist onsite when the demand for a second person is needed for larger repairs or two person jobs • Full time parts person at Geraldton depot to source and collect parts to allow onsite mechanics to spend more time in the field and also hasten parts delivery to site.
--	---

SECTION 3 Methodology including approach to Safety and Risk Mitigation

Provide Details of how the tenderer plans to deliver the scope of services.

THEM operations will liaise and keep open communication with the Shire Works Manager to determine the needs of the Shire on a weekly basis. Rosters and plans will then be determined for the dedicated crew to mobilise accommodation and equipment to the requested work location for the start and duration of the work.

Ability to manage the nominated response times to deliver services.

As the Shire has indicated that job availability shall be high and will only require a 2-3 day notice period we will maintain a crew dedicated to this work scope. This crew will be placed on the same roster as the Shire works crew. Our operations team will liaise directly with the Shire Works Manager to determine the Shire requirements on an ongoing basis. This way THEM can be available to assist the Shire as they require.

Demonstrated ability of processes, procedures and experiences in managing safety on site.

Demonstrated OHS performance on similar projects.

THEM Earthmoving's is governed by an Integrated Management System. This Management System also incorporates an Occupational Health and Safety Management System as well as an Environmental Management System. This Manual provides instructions on developing, maintaining, monitoring and improving systems and processes. The Company's Management System controls systems and processes that:

- Assure the quality of goods and services to its clients;
- Enable the Company to operate lawfully; and
- Enable continuous improvement of systems to assure its long-term success.

To help achieve the controls, the Integrated Management System applies some of the requirements of the following standards:

- An ISO 9001:2008 Quality Management System.
- An AS4801 Safety Management System.
- An ISO 14001 Environmental Management System.

Currently the Integrated Management System is being reviewed and updated to align with the most up to date ISO standards.

All personnel are inducted into all THEM procedures and policies when commencing employment. Through the use of technology all of these items are available to personnel through the apps we use to manage day to day operations.

THEM maintains set procedures to manage OHS on all projects. A site specific safety management plan is developed for each project. This plan outlines the risks and associate mitigation processes for the project associated risks. Safe work method statements accompany this document.

As a minimum every operator onsite must complete the following daily processes to manage OHS:

- Timesheet
- Fit for work check
- Vehicle prestart
- Fault recording
- Risk assessment
- Fatigue break recording
- Dimensions & Loading Checks

All personnel have also completed **Local Government Safety Induction** and **Construction Inductions**. We will also ensure we liaise with the Shire to ensure we cooperate with all Shire OHS directives.

5.15 SCHEDULE 15 – RISE AND FALL AND PRICE BASIS

The proposed pricing variation mechanism below will only be applicable following the first anniversary of the contract and at each anniversary thereafter.

Variable Prices Do you agree to the price variation mechanism below? Annually at 30 June each year in accordance with the following formula: A = CV + (CV +/- IP) Where: A – is the Price with effect from the annual review date. CV – is the Price immediately preceding the annual review date. IP – is the percentage change in the WA Road & Bridge Construction Cost Index maintained by the Australian Bureau of Statistic (Producer Price Indexes Table 17)	Yes/No
If No, please indicate how you propose price variation mechanism differs from the one outlined above. Supply details and label it “Price Variation Mechanism”.	Tick if attached ☐

APPENDICES

APPENDIX 1

Insurance Certificates of Currency



CERTIFICATE OF INSURANCE

As current acting broker we certify that:

- The insurance contract detailed below was arranged for the period of insurance as shown below.
- We have not received any notice of assignment, cancellation, variation or endorsement of the insurance contract from the insurer or the insured.

CLASS OF INSURANCE:	Public & Products Liability
INSURED:	THEM Earthmoving Pty Ltd, S&K Superannuation Fund, Stephen O'Brien T/As THEM Earthmoving and all associated and/or related entities.
PERIOD OF INSURANCE:	From: 31 August 2023 To: 31 August 2024 at 4.00pm LST at Insureds location
INSURER:	NTI Limited
POLICY NUMBER:	53695625
TERRITORIAL LIMITS:	Anywhere in Australia including its external territories and elsewhere in the world as per the policy
LIMIT OF LIABILITY:	Public Liability \$20,000,000 any one occurrence and unlimited during any period of insurance Products Liability \$20,000,000 any one occurrence and in the aggregate during any one period of insurance Vibration Limit \$250,000 in any one Period of Insurance Property in Care, Custody and Control \$250,000 any one occurrence and in the aggregate during any one Period of Insurance

Yours faithfully,

Kristy Teh Director
AR: 001283054
22 August 2023

IMPORTANT NOTICE / DISCLAIMER

This Certificate is provided for information purposes and is accurate based on our records at the time it is issued. We are under no obligation to inform you of any subsequent changes to the insurance contract or our records. This Certificate confers no rights on the Certificate holder. It does not amend, extend or alter the coverage provided by the policy in any way.
(AFSL Licence Number: 403727)

Unicorn Risk Solutions
1050 Hay Street
West Perth WA 6005

08 6555 6595
admin@unicornrisk.com.au
ABN 39 640 745 160

unicornrisk.com.au

Unicorn Risk Solutions Pty Ltd (CAR number: 001283053) is an authorised representative of Apollo Risk Services (AFSL: 403727)



CERTIFICATE OF INSURANCE

As current acting broker we certify that:

- The insurance contract detailed below was arranged for the period of insurance as shown below.
- We have not received any notice of assignment, cancellation, variation or endorsement of the insurance contract from the insurer or the insured.

CLASS OF INSURANCE:	Mobile Plant, Equipment and Motor Vehicles		
INSURED:	THEM Earthmoving Pty Ltd, S&K Superannuation Fund, Stephen O'Brien T/As THEM Earthmoving and all associated and/or related entities		
PERIOD OF INSURANCE:	From:	31 August 2023	
	To:	31 August 2024 at 4.00pm LST at the Insured's Head Office	
INSURER:	NTI Limited		
POLICY NUMBER:	53687218		
INTEREST INSURED:	All vehicles as per the schedule		
COVERAGE:	Physical loss, destruction or damage to the insured units		
TERRITORIAL LIMITS:	Anywhere in Australia		
SUMS INSURED:	<u>Section 1 – Damage</u>		
	Sum insured or Market Value of the Item whichever is the lesser.		
	<u>Section 6 - Road Risk Liability</u>		
	Sum Insured		\$30,000,000
	Dangerous Goods Limit		\$1,000,000
	<u>Hired in Plant</u>		
	Sum Insured for any one item:		\$300,000

Yours faithfully,

Kristy Teh Director
AR: 001283054
22 August 2023

IMPORTANT NOTICE / DISCLAIMER

This Certificate is provided for information purposes and is accurate based on our records at the time it is issued. We are under no obligation to inform you of any subsequent changes to the insurance contract or our records. This Certificate confers no rights on the Certificate holder. It does not amend, extend or alter the coverage provided by the policy in any way.
(AFSL Licence Number: 403727)

Unicorn Risk Solutions
1050 Hay Street
West Perth WA 6005

08 6555 6595
admin@unicornrisk.com.au
ABN 39 640 745 160

unicornrisk.com.au

Unicorn Risk Solutions Pty Ltd (CAR number: 001283053) is an authorised representative of Apollo Risk Services (AFSL: 403727)



CERTIFICATE OF INSURANCE

As current acting broker we certify that:

- The insurance contract detailed below was arranged for the period of insurance as shown below.
- We have not received any notice of assignment, cancellation, variation or endorsement of the insurance contract from the insurer or the insured.

CLASS OF INSURANCE: WA Workers' Compensation

INSURED: Them Earthmoving Pty Ltd

PERIOD OF INSURANCE: From: 28 February 2023
To: 28 February 2024 at 4.00pm LST at Insureds location

INSURER: QBE Insurance (Australia) Ltd

POLICY NUMBER: PE1003960GWC

INTEREST INSURED: All employees of the Insured

SITUATION: Anywhere in Western Australia and elsewhere as provided by the Act.

SUMS INSURED: **Act Benefits**
Liability to employees under the terms of the Workers' Compensation and Injury Management Act 1981 ("the Act").

Common Law
Liability limited to \$50 million any one person or persons arising out of the one event.

ENDORSEMENTS: Industrial Disease Common Law

Yours faithfully,

Kristy Teh Director
AF: 001283054
3 March 2023

IMPORTANT NOTICE / DISCLAIMER

This Certificate is provided for information purposes and is accurate based on our records at the time it is issued. We are under no obligation to inform you of any subsequent changes to the insurance contract or our records. This Certificate confers no rights on the Certificate holder. It does not amend, extend or alter the coverage provided by the policy in any way.
(AFSL Licence Number: 403727)

Unicorn Risk Solutions
1050 Hay Street
West Perth WA 6005

08 6555 6595
admin@unicornrisk.com.au
ABN 39 640 745 160

unicornrisk.com.au

Unicorn Risk Solutions Pty Ltd (CAR number: 001283053) is an authorised representative of Apollo Risk Services (AFSL: 403727)

APPENDIX 2

CVs of Key Personnel

Mark 'Edge' Kalejs

Truck Driver

Qualifications:

- Local Government Induction
- Multiple Machine Competencies
- Construction Induction
- HC Driver's License

Benefit of Experience:

Mark has spent the past 5.5 years working in remote civil road construction. During this time he has performed many different roles onsite and has a good knowledge base in road construction. Mark can work as part of a team.

Summary of Experience:

Mark has spent 30 year within the mining and civil construction industries. He began his career as a plant operator and has multiple competencies. Mark is relatively new to THEM Earthmoving. He has quickly settled in to the crew and has become a trusted employee in this time. While working with THEM Mark has been driving water carts for the Shire of Upper Gascoyne Flood damage restoration project and supporting the Shire of Upper Gascoyne with water cart operations on their capital work program.

Employment History:

Aug 2023-Present

THEM Earthmoving Pty Ltd

Role: Truck driver

Complete water cart operations as part of a civil road works project. Organise truck movements and follow instructions from onsite supervisor. Maintain truck in good condition and report all required maintenance as part of daily checks and reports. Work as a part of a team. Complete safe operation of Prime Mover & Water Cart.

2018- 2023

QEM

Role: All round Plant Operator & Truck Driver

Operate multiple machines to achieve client specifications and supervisor instructions as part of a civil road works project. Maintain equipment daily and report any issues.

2002-2018

BHP

Role: All round Plant Operator & Truck Driver

Archie Brown

Truck Driver

Qualifications:

- Local Government Induction
- Multiple Machine Competencies
- Construction Induction
- MC Driver's License

Benefit of Experience:

Archie is a helpful team member and he is always willing to lend a hand.

Summary of Experience:

Archie

While working with THEM Archie has been driving water carts and side tippers for the Shire of Upper Gascoyne Flood damage restoration project and road upgrade and supporting the Shire of Upper Gascoyne with water cart and side tipper operations on their capital work program.

Employment History:

May 2023-Present: **THEM Earthmoving Pty Ltd**

Role: Truck driver

Complete water cart and side tipper operations as part of a civil road works project. Organise truck movements and follow instructions from onsite supervisor. Maintain truck in good condition and report all required maintenance as part of daily checks and reports. Work as a part of a team. Complete safe operation of Prime Mover & Trailers.

2015 - 2023

QEM

Role: Truck driver

Operate trucks & trailers to achieve client specifications and supervisor instructions as part of a remote civil road works project. Maintain equipment daily and report any issues. Mobilise and demobilise plant & equipment. Assist with camp relocation & set up.



Request for Tender

Request for Tender:	PROVISION OF CONTRACT WATER CART SERVICES
Deadline:	2.00PM AWST TUESDAY 19 SEPTEMBER 2023
Address for Delivery:	TENDER SUBMISSIONS MUST BE SUBMITTED VIA TENDERLINK https://www.tenderlink.com/uppergascoyne NO OTHER FORMAT OF SUBMISSION WILL BE ACCEPTED
RFT Number:	RFT 06 23-24

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The information that follows on this page has been prepared to assist tenderers ensure that they have provided all information required. It is the tenderers sole responsibility to ensure they have read this request thoroughly and provide all information required. Any details requested in this tender request including 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 will also affect the score in the relevant assessment criteria.

SECTION 5 – TENDER RESPONSE: *Tenderer's must complete and return this Section 6 with their tender submission.*

SCHEDULE 1 – TENDER OFFER FORM

SCHEDULE 2 – COMPLIANCE CRITERIA SUMMARY

SCHEDULE 3 – QUALITATIVE CRITERIA SUMMARY

SCHEDULE 4 – PRICING SCHEDULE

SCHEDULE 5 – METHODOLOGY: *Tenderer to provide details on how the scope of the services will be managed and delivered.*

SCHEDULE 6 – RESUME

SCHEDULE 7 – LOCAL PREFERENCE: *Tenderer to nominate whether they are eligible for consideration under the Shire's Local Preference Policy and if so, why.*

SCHEDULE 8 – REFEREES: *The referees provided must be related to the previous projects listed in Schedule 10.*

SCHEDULE 9 – PLANT AND RELATED ITEMS: *The tenderer to provide details of proposed plant and other related items for the works.*

SCHEDULE 10 – 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 11 – 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.*

SCHEDULE 12 – 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 13 – DETAILS OF LOCAL CONTENT: *The tenderer's proposed local content must be nominated in this schedule.*

SCHEDULE 14 – OH&S MANAGEMENT: *The tenderer to provide details of controls and processes related to OHS as well as past performance on previous projects.*

SCHEDULE 15 – RISE AND FALL AND PRICE BASIS: *The details of the proposed rise and fall provisions in the contract or the tenderer's proposed rise and fall mechanism.*

SECTION 1 GENERAL INFORMATION FOR TENDERERS

1.1 General

This Section 1 provides Tenderers with a brief description of the services required and a background to the Tender process.

This Request for Tender is comprised of the following parts:

- Section 1 – General Information for Tenderers (read and keep this part)
- Section 2 – Conditions of Tendering (read and keep this part)
- Section 3 – General Conditions of Contract (read and keep this part)
- Section 4 – Special Conditions of Contract (read and keep this part)
- **Section 5 – Tender Response (complete and return this part including all schedules)**
- Section 6 – Specifications (read and keep this part)
- Section 7 - Appendices (read and keep this part)

Separate Documents

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

1.2 Contract Requirements in Brief

The Principal is seeking suitably resourced, skilled and experienced Contractors for the wet hire of plant, equipment and personnel as set out in this Request for Tender (RFT). The services required are for:

2 x Water Carts (minimum 30,000L each)

1.3 Contract Objectives

The Objectives of the Contract include the following:

- To ensure the works are constructed in a safe, cost effective and efficient manner in accordance with industry standards and standards required by this specification.
- To maintain regular and effective communication between the Contractor and the Principal to ensure compliant delivery of the works and services required under the contract.
- To ensure compliance with all Shire purchasing and procurement policies as well as the Shire's Disability Access Inclusion Plan. Refer to the Shire's website for further information.

1.4 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contract:	Means the document, which constitutes or evidences or, as the case may be, all the documents, which constitute or evidence the final and concluded agreement between the Principal and the Contractor(s).
Contractor:	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.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the Provision of Services nominated in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Upper Gascoyne
Request OR RFT OR Request for Tender	This document.
Requirement:	The Goods and/or Services requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Principal's Representative:	To Be Advised
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Works or Services:	Means the Works or Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract.

SECTION 2 CONDITIONS OF TENDERING

The applicable Conditions of Contract (both General and Special), as referred to in this Request, are contained in Sections 3 and 4 respectively. Tenderers are to ensure they have read and understood the Conditions of Contract and shall include in their offer the cost of complying with the Conditions of Contract.

2.1 Contact Person

All queries must be submitted via Tenderlink. The Shire will respond to queries via Tenderlink.

Tenderers should not rely on any information provided by any person other than those responses provided via Tenderlink.

2.2 How to Prepare Your Tender

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

2.3 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.

Failure to do all or any of the things deemed to have been done under this clause will not affect the successful Tenderer's liability to perform and complete the obligations of the Contractor under the Contract.

2.4 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 2. Additional details on the General Conditions of Contract are included in SECTION 3 below.

2.5 Principal Supplied Items

The Principal is **NOT** responsible for the supply of any items required for the completion of the works.

2.6 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 Schedule 1 and whose execution appears on the same schedule. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.7 Customs Duty, Taxes, Allowances, etc

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.

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.

This contract is not subject to adjustment for Site allowances.

2.8 Property and Copyright in Request Documents

All intellectual property, including patents, copyright, trademarks, know-how, technical information and confidential information in or attaching to this Request shall remain the property of the Principal. A Tenderer shall not use any of the information in this Request for any purpose other than the preparation of its Tender submission.

2.9 Discrepancies, Errors and Emissions

Should Tenderers find:

- any discrepancy, error or omissions in the Tender Documents; or
- the Tender documents are at variance with laws, ordinance, rules and regulations bearing on the conduct of the work;

they shall notify the Contact Person promptly in writing thereof, on or before the Deadline.

Any work performed contrary to such laws, ordinances, rules and regulations will not be accepted.

2.10 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.

2.11 Tender Pricing Schedule

The comparative price for each tender will be calculated by applying any applicable regional price preferences. The Tenderer is to complete the Price Schedule given in Section 5.4 for each of the work packages they are nominating for.

Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

All prices and schedule of rates for services offered under this RFT Request are to be fixed for the first year of the contract. **Tendered prices are EXCLUSIVE of Goods and Services Tax (GST). A rise and fall provision will be applicable following the first year.**

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.

Rise and fall provisions are detailed in Schedule 15 and may apply following the first year of the Contract

While it is the Principal's intention to complete all the works described in this Request for Tender, the Principal reserves the right to vary the scope of the work prior to award of the Contract, to satisfy the Principal's requirement not to exceed the target contract expenditure.

2.12 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.

2.13 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.

2.14 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline.

The Deadline for this request is **2.00PM AWST TUESDAY 19 SEPTEMBER 2023.**

Tenders **received** after the Deadline will not be accepted for evaluation.

Tenderers shall address and clearly label their tender submission as **RFT 06 23-24 PROVISION OF CONTRACT WATER CART SERVICES.**

All tenders must be submitted prior to the deadline via Tenderlink which can be accessed via the following website:

<https://www.tenderlink.com/uppergascoyne>

NO OTHER FORMAT OF SUBMISSION WILL BE ACCEPTED.

It is the contractor's responsibility to ensure timely and complete delivery of any submission document. Tenders will not be accepted if they are received after the nominated closing date and time, or a revised closing date and time notified in writing to all Tenderers.

2.15 Conformity of Tenders and Alternative Tenders

Tenderers shall submit a Conforming Tender fully in accordance with the Tender Documents.

In addition to a Conforming Tender, a Tenderer may submit one or more Alternative Tenders, except for those parts of the Works where it is stated in the Documents that alternatives will not be considered.

Where an Alternative Tender is offered, the Tenderer shall provide a fully detailed description and shall clearly indicate the manner in which the Alternative Tender differs from the Conforming Tender, and any modifications which will be required to the whole or part of the Works as specified. This information shall be included in a cover letter that is to accompany the Alternative Tender.

Any points of non-conformance not included in the relevant cover letter will be considered invalid and not applicable.

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

Alternative Tenders must offer significant advantage over conforming tenders to the Principal if they are to be accepted by the Principal.

2.16 In House Tenders

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

2.17 Tender Opening

Tenders will be opened in the office of the Shire of Upper Gascoyne, on or as soon as practicable after the advertised Deadline in accordance with all local government purchasing and tendering regulations. 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

2.18 Assessment of Tenders

2.18.1 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. Refer Section 5.2. Tenders that do not contain all information requested (e.g. completed offer form, attachments and any other information and/or documentation requested within this tender) may be excluded from evaluation.
- b) Tenders are assessed against the Qualitative Criteria. Refer Section 5.3.

- c) Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- d) The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.
- e) The most suitable Tenderers may be shortlisted 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.

The Principal has adopted a “best value for money” approach to this Request.

This means that, although the 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.

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.

The Contract may be awarded to a sole Tenderer or a panel of Tenderer(s) who best demonstrate the ability to provide quality products and/or services at a competitive price that is considered the most advantageous Tender to the Principal.

2.18.2 Compliance Criteria

The criteria detailed in Section 5.2 will not be point scored. Each Tender will be assessed by the Principal on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of “Non-Compliant” against any criterion may eliminate the Tenderer from consideration.

Compliant tenders will proceed to be evaluated against the selection criteria.

2.18.3 Tender Evaluation Criteria

A scoring system will be used as part of the assessment of the qualitative criteria. In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the evaluation criteria sections as detailed below. The specific details for each section are detailed in Section 5.3. Each criterion is weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

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.

To enable a proper assessment to be made, it is essential that Tenderers submit all relevant information in an accurate and concise format. Poorly presented or inadequate information may jeopardise the success of the Tender. Tenderers shall ensure that Tenders are able to be assessed on a stand-alone basis, and should not rely on information supplied to the Principal in previous

tenders. After preliminary assessment of Tenders, the Principal may seek clarification through interviews with Tenderers or other means.

The Principal reserves the right to take into consideration any feature of a tender that provides a benefit to the Shire of Upper Gascoyne and the community. Further, the Principal also reserves the right to take into consideration the Tenderer's past performance on any previous projects undertaken for the Shire. Any additional features or past performance will be evaluated in accordance with the value-for-money assessment process outlined below:

QUALITATIVE CRITERIA	WEIGHTING
Price (\$ per hour)	30%
Experience working remotely	30%
Quality and suitability of plant and equipment	30%
Methodology including safety and risk mitigation	10%

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 the tender being deemed non-compliant and elimination from the tender evaluation process or a low score.

2.18.4 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.

2.19 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 Upper Gascoyne's Regional Price Preference Policy.

The Policy stipulates that a price preference may be given to a regional tenderer by reducing the bid price by the percentage amount stated in the Policy for the applicable circumstance which in the case of this tender is 10% up to a maximum price reduction of \$50,000. Only that part of the bid comprising those goods and/or services identified in the tender as being from regional sources can be included in the discounted calculations. The reduced prices are then used for the purpose of comparing bids only. The award of a contract to the successful tenderer will be on the basis of the full tendered price or unit rates.

Tenderers have the opportunity to claim a Regional Price preference by indicating as such in Schedule 7.

It is the sole responsibility of the tenderer to nominate how their tender is eligible for consideration under the Shire's Regional Price Preference Policy. Tenderers must not assume any prior knowledge of the Shire and/or the Tender Evaluation Panel. A failure to specifically state what elements of a tender are eligible for regional price preference may result in that tender not being considered for preference under the policy.

Refer Appendix 2 for details of the Shire's Policy.

2.20 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that it is not **received** before the Deadline and may be rejected without consideration of its merits in the event that:

- It is not submitted at the place specified in the Request; or
- It fails to comply with any other requirements of the Request.

2.21 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.

2.22 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.

2.23 Confidentiality of Submission Information

The Principal will treat all information provided in a Tender submission as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law.

Documents and other information relevant to a Tender may be disclosed when required by law, such as under the Freedom of Information Act 1992, the Local Government Act 1995, the Local Government (Functions and General) Regulations 1996 or under a court order documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1982 or under Court Orders.

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

2.24 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 the particulars of the successful Tenderer (s) or be advised that no Tender was accepted.

2.25 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.

2.26 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.

SECTION 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 2.

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to the Standard WALGA General Conditions of Contract “Supply of Goods and the Provision of General Services”.

1. The following Clauses have been deleted from the General WALGA Conditions:

Clauses 13, 14, 19, 21, 22.3, 22.4, 25, 29 and 36.

2. The following Clauses have been amended and differ from the corresponding Clauses in the General WALGA Conditions:

Clause 43 has some additional information. Refer Special Conditions of Contract section 4.15.

3. The following Clauses have been added to those of the General WALGA Conditions:

Refer Special Conditions of Contract Sections 4.12, 4.15, 4.20 and 4.21.

SECTION 4 SPECIAL CONDITIONS OF CONTRACT

4.1 Scope of Work

Tenderer's can typically expect 200 – 300 hours per year of work for the two water carts (combined total) for each year of the Contract. However, the Principal does not provide a guaranteed minimum number of hours for any year of the Contract.

4.2 Works Programme

The Contractor may be invited to carry out Works under this works programme anywhere within the Principal's boundaries. The Contractor shall nominate a rate within the price schedule that is to be applied on all Purchase Orders. Contractors shall nominate within the contract schedule the make, model and capacity of the equipment.

4.3 Contractor's Responsibility

The Contractor shall be responsible for:

- (a) the supply of equipment with an operator to the nominated work Site;
- (b) the provision of operators that have appropriate knowledge and competency to operate specialised machinery, plant or trucks in a safe and legal manner;
- (c) the provision of operators that hold the required valid competency certificate/licence for operation of all plant;
- (d) the registration of all plant with appropriate authority and fitted with the necessary safety equipment, including reverse alarm and rollover protection system (ROPS), where applicable;
- (e) the running costs and maintenance of plant provided where supply is with an operator;
- (f) to maintain all equipment in a safe and operational condition at all times in accordance with the manufacturers recommended service schedule;
- (g) the provision of a working satellite phone for emergency communications;
- (h) the mobilisation and demobilisation of the hired plant to be delivered within the Principals boundaries;
- (i) the provision of a means of communication via a quality UHF radio, working and operating on channel 40 at all times when the plant is in use, to enable the Principal to contact the plant operator.

4.4 Personnel

The Contractor must ensure that all personnel have relevant valid licences and training to operate any plant.

In the event that any personnel are found to not hold a valid licence to operate any plant the Principal may in its sole discretion remove that person from performing any duties under this Contract. The Contractor shall be responsible for replacing any personnel in this regard.

Personnel performing the Services under this Contract shall wear suitable clothing and personal protective equipment meeting the following minimum requirements;

- (a) Long sleeve shirt, long trousers or long shorts.
- (b) Steel toe-capped footwear or equivalent approved safety work boots.
- (c) A high visibility garment/vest.
- (d) Safety glasses (if airborne dust is apparent in the vicinity).
- (e) Wide brimmed hat.

All necessary protective clothing/equipment shall be provided by the Contractor at no cost to the Principal.

4.5 Plant Hire Requirements

The Contractor shall provide all plant hire at the contracted rates. On this basis, if the requested plant is unavailable, taking into account the Contractor is given a fair and equitable amount of time, the Principal reserves the right to seek plant hire from an alternative service.

4.6 Hire Rate

The hire rate shall be a rate including all costs associated with operating the plant. Rates shall be all inclusive of costs associated with daily travel and mobilisation/demobilisation, as well as the provision of all accommodation, meals, etc.

The standard hours shall be between 6:00am and 6:00pm Monday to Sunday.

The hours worked shall be determined each day from the time the item of plant commences work to the time it completes work at the designated site. Meal breaks, servicing, downturns and loss of time will not be included.

The Contract rates shall apply for all Work including weekends and public holidays.

The Contract is subject to adjustment for rise and fall in costs and will be calculated on the anniversary of the contract. Refer Schedule 15 for details.

4.7 Delivery Date and Time

The Works shall be ordered on an 'as and when required' basis and the delivery date and time will be as instructed by the Principals Representative or otherwise as specified by a Purchase Order.

Job availability shall be high, and the Contractor must give first preference to the Principal's work. In most cases 2–3 days' notice shall be provided for a job and the Contractor is expected to be available 80-90% of the time. Whilst engaged on the Principal's works, the Contractor shall have available at all times a means of communication, with all contract units.

The Principal's Representative shall be responsible for the determination of the job site.

The Contractor shall deliver the plant to the site nominated by the Principal. The Contractor shall be responsible for the delivery and unloading of the plant at the nominated site.

4.8 Working Condition

Any plant and equipment provided by the Contractor that is not in a serviceable condition and free from defects, which the Principal shall determine in its sole discretion, shall be replaced by the Contractor at its own cost, within a timeframe directed by the Principal.

4.9 Breakdowns

The Contractor shall at its own cost repair/replace plant and equipment supplied to the Principal where the breakdown is caused by the Contractor's neglect. All broken down plant shall be repaired/replaced by the Contractor at its own cost, within a timeframe directed by the Principal.

4.10 Contractor Unable to Meet Principal's Requirements

In the event that the successful contractor is unable to supply the requested plant under the provisions of this RFT within 10 days of the Shire requesting the services, or if the successful contractor's provided plant breaks down during a job and impacts the Shire's works, then the successful contractor may be responsible for the mobilisation / demobilisation costs of a third party to provide the services in place of the contractor plus the difference in cost between the third party's rates and the rates of the successful contractor at the sole discretion of the Shire.

4.11 Servicing

Plant and equipment supplied for use by the Principal under this Contract shall be serviced on a regular basis in accordance with the manufacturer's recommendations as a minimum.

4.12 Prices and Contract Payments

All invoices for payment shall be submitted to the Principal's Representative.

All Works performed under the Contract are subject to the pricing in the price schedule and are to include for, where relevant, all hours of work, tonnage of work or cubage meterage of work. No travel, penalty rates or mobilisation and de-mobilisation charges shall apply.

No Work shall be performed by the Contractor without a valid Purchase Order from the Principal, except in emergency situations as advised by the Principal's Representative.

Payments terms are thirty (30) days from the receipt of Contractor's valid tax invoice for the subject month of Services or provision of goods completion or from the date of receipt of the invoice, whichever is the latter.

4.13 Occupational Safety and Health

The Contractor (and any sub-Contractors engaged by the Contractor) shall observe all requirements of the Occupational Safety and Health Act 1984 and Regulations with respect to providing a safe workplace. This includes plant and equipment and clothing, safety training for supervisors and employees and protection of the public.

All Contractor Representatives must hold a current Construction Safety Awareness Training Card (Blue/White Card).

4.14 Complaints

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

4.15 Insurances

In accordance with the requirements of clause 43 of the WALGA General conditions of Contract, the Contractor is required to have in place the following insurances totally indemnifying the Principal

against all damages 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 in Schedule 5.9 together with copies of certificates of currency

- Employee Insurance Cover / Workers 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.

4.16 Drug & Alcohol Testing

The Principal may undertake alcohol testing from time to time and the Contractor is required to comply with this testing when requested.

4.17 Statutory Compliance

The Contractor will at all times operate 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.

4.18 Advertising and Publicity

Any plant and equipment provided by the Contractor is to be identifiable by the public; the Contractors name must be branded and clearly visible. The Contractor shall not place or permit to be placed any other advertisement on the Site without the approval of the Principal.

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.

The Contractor shall refer all public or media enquiries, complaints or other communications to the Principal, and keep a diary of such external project communications enquiries, complaints and actions.

4.19 Emergency Callouts

The Contractor is required to commence each new operation on site within 24 hours of being so directed by the Principals Representative.

The Contractor is to supply names, addresses and telephone number for emergency callout.

In emergency circumstances the Contractor may be directed by the Principals Representative to commence work immediately. Authority to undertake work shall be issued on a 'Purchase Order' for each scope of emergency call out requested by the Principals Representative.

Should the Contractor be directed verbally by the Principals Representative to undertake emergency work, the Contractor shall proceed without delay to carry out these directions. The Principals Representative shall confirm verbal instructions with a 'Purchase Order' as soon as practical thereafter. Failure to comply with instructions may result in action being taken to terminate the Contractor for non-compliance.

4.20 Settlement of Disputes

The Principal's Representative shall regularly review and assess the Contractor's performance against scope of work and specific requirements outlined within this tender document and any other instructions issued by the Principal's Representative.

If in the opinion of the Principal's Representative, the Contractor is not satisfying the requirements of the contract with respect to ability, commitment, appropriateness or otherwise, the Principals' Representative shall issue a written notice to the Contractor that identifies the Dispute ('Notice of Dispute').

The Notice of Dispute should also provide enough information about the Dispute for the Contractor 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.

Within 3 Business Days of a Notice of Dispute being delivered, the Contractor must deliver a written response to the Principal's Representative stating:

- (a) its position in relation to the Dispute; and
- (b) the basis for its position.

The Parties should attempt to resolve the Dispute through negotiations in good faith within 5 Business Days of receipt of the response submitted by the Contractor.

4.21 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 Principal 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 Principal shall ensure that Principal's Representative has followed the process outlined in clause 4.20 and then subsequently advise the Contractor in writing to inform them of the Principal's decision and reason for termination of contract. In the event of termination of the Contract 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.

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.

4.22 Period of Contract

The Contract will be for a period of one (1) year commencing on the date of contract execution. A further three (3) x one (1) year options are available at the sole discretion of the Principal.

In the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4.23 Appendices

The specifications, policies, procedures, practices, plans, forms, reports and anything else included or referred to in the attached appendices are applicable to the Contract and the Contractor shall comply with all requirements contained or referred to in the appendices.

SECTION 5 TENDER RESPONSE

5.1 SCHEDULE 1 – Tender Offer Form

TENDER NO.	RFT 06 23-24	PROJECT:	PROVISION OF CONTRACT WATER CART SERVICES
Tenderer:			
(full trading name)			
Registered Office Address		Business Address	
Telephone		Facsimile	
Email			

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.

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:

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Name and Title:

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Date:

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Signature of
Witness:

.....

Name of Witness:

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Date:

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TENDERER'S CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER

Name:

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Position:

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Address:

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Telephone:

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Email:

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5.2 SCHEDULE 2 – Compliance Criteria Summary

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

Description of Compliance Criteria	YES	NO
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.	☐	☐
b) Compliance with the Specification contained within the Request.	☐	☐
c) Compliance with the Start Date and delivery period.	☐	☐
d) Compliance with the insurance requirements contained within this request?	☐	☐
e) Does your tender conform to all of the requirements of the Tender Documents? If NO, tender must provide details on all areas of non-conformity and the reasons therefore in a separate attachment entitled “ Conformance ”.	☐	☐
f) Risk Assessment Tenderers must address the following information in an attachment and label it “ Risk Assessment ”:		
i. An outline of your organisational structure inclusive of any branches and number of personnel.	☐	☐
ii. If companies are involved, attach their current ASIC company extracts search including latest annual return.	☐	☐
iii. Provide the organisation’s directors / company owners and any other positions held with other organisations.	☐	☐
iv. Provide a summary of the number of years your organisation has been in business.	☐	☐
v. Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.	☐	☐

Description of Compliance Criteria	YES	NO
vi. 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.	☐	☐
vii. Attach details of your referees. You should give examples of work provided for your referees where possible.	☐	☐
viii. 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.	☐	☐
ix. 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.	☐	☐
x. Are you presently able to pay all your debts in full as and when they fall due?	☐	☐
xi. 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.	☐	☐

5.3 SCHEDULE 3 – Qualitative Criteria Summary

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

- a) Tenderers are to address each item outlined within a qualitative criterion and all information relevant to each item are to be contained within your Tender;
- b) Tenderers are to assume that the Principal 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) The Shire reserves the right to give consideration to the Tenderers past performance on projects previously undertaken for the Shire.

SECTION 1 Contractor’s Experience Working Remotely Tenderers must address all of the following criteria with reference to the capacity of the organisation: - Particular rural and remote roadworks experience including previous examples. - Demonstrated sound understanding of road construction and maintenance processes and industry standards. - Provide referees who can substantiate previous experience and demonstrated capability of the organisation. - Demonstrated capacity of organisation to resource the work i.e. current workload vs forecast workload including this contract.	Weighting 30% Tick if attached ☐ Schedules 6 & 11 ☐ Schedule 6 ☐ Schedule 8 ☐ Schedule 12
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SECTION 2 Quality and suitability of plant and equipment Tenderers must address all of the following criteria: - Quality and suitability of offered plant and equipment - Provision for necessary plant servicing and maintenance.	Weighting 30% Tick if attached ☐ Schedule 9 ☐ Schedule 9
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SECTION 3 Methodology including approach to Safety and Risk Mitigation Tenderers must address all of the following criteria: - Provide details of how the tenderer plans to deliver the scope of services.	Weighting 10% Tick if attached ☐ Schedule 5
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- Ability to manage the nominated response times to deliver services. - Demonstrated ability of processes, procedures and experiences in managing safety on site. - Demonstrated OHS performance on similar projects.	☐ Schedule 5 ☐ Schedule 14 ☐ Schedule 14
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5.4 SCHEDULE 4 – Pricing Schedule

This is a **SCHEDULE OF RATES** Contract with provision for Rise & Fall..

NOTE: Rates shall be based on a typical 10hr day even though the required working hours may vary up to a maximum of approx. 12 hours per day (only during sunlight hours not including of twilight hours). Rates shall be all inclusive of costs associated with daily travel and mobilisation/demobilisation, as well as the provision of all accommodation, meals, etc.

All rates shall be exclusive of GST.

<u>SCHEDULE OF RATES – SERVICES</u>				
No	Service Description	Tender Unit	Est Qty*	Price Tendered (ex GST)
1	Water Cart No1 Rate	Per hour	Varies	
2	Water Cart No2 Rate	Per hour	Varies	

5.5 SCHEDULE 5 – Methodology

Provide details of how the Tenderer plans to deliver the scope of services.

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Provide details related to the Tenderer's ability to manage the nominated response times to deliver services.

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5.6 SCHEDULE 6 - Resume

Resumes for the proposed operators must be submitted.

The Operators shall demonstrate;

- i) Previous experience with operating a water cart on remote area road building contracts, including experience in a remote campsite operation.
- ii) Sound understanding of road construction and maintenance processes and industry standards.
- iii) Sound understanding of machine capabilities and mechanical aptitude

Nominated Operators: _____

☐
☐

Resumes attached **Yes** **No**

Nominated backup Operator: _____

☐
☐

Resume of backup operator attached **Yes** **No**

5.7 SCHEDULE 7 - Local Preference

Is the tenderer eligible for consideration under the Shire's Buy Local and Regional Price Preference Policy?

☐

NO

☐

YES. If YES, please, identify why you are eligible.

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5.8 SCHEDULE 8 – Referees

Provide contact details of 2 referees for the nominated Contractor who can substantiate their capabilities in undertaking the works required under the contract based on past experiences.

FIRST REFEREE

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

SECOND REFEREE

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

5.9 SCHEDULE 9 – Plant and Related Items

		DETAILS
WATER CART No1 (minimum 30,000L)	Make & Model	
	Year	
	Hour Meter Reading	
	Water Carrying Capacity	
	Registration No	
WATER CART No2 (minimum 30,000L)	Make & Model	
	Year	
	Hour Meter Reading	
	Water Carrying Capacity	
	Registration No	
Details of proposed backup trailers and prime movers should they be required		
Details of Proposed Servicing and Maintenance		

5.10 SCHEDULE 10 – 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)

5.11 SCHEDULE 11 – Relevant Past Experience

Please provide details of *previous projects involving construction of sealed and unsealed PUBLIC roads in remote locations*.

Item	Project Description	Client	Year Completed	Approx. Duration
1				
2				
3				
4				
5				
6				

5.12 SCHEDULE 12 – Current Project Commitments

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

STATEMENT REGARDING TENDERERS CAPACITY TO UNDERTAKE THIS RFT IN CONJUNCTION WITH CURRENT COMMITMENTS

5.13 SCHEDULE 13 – Details of Local Content

Description of Plant Item or Labour Resource	Source location within Shire of Upper Gascoyne	Estimated Local Content Claim Value

5.14 SCHEDULE 14 – OH&S Management

Provide details of the Tenderer's controls and systems in place to manage Occupational Health & Safety (OH&S) risks associated with operation of plant on construction worksites.

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Provide details of the Tenderer's past performance on OH&S on similar past projects.

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5.15 SCHEDULE 15 – Rise and Fall and Price Basis

The proposed pricing variation mechanism below will only be applicable following the first anniversary of the contract and at each anniversary thereafter.

Variable Prices Do you agree to the price variation mechanism below? Annually at June 30 each year in accordance with the following formula: A = CV + (CV +/- IP) Where: A – is the Price with effect from the annual review date. CV – is the Price immediately preceding the annual review date. IP – is the percentage change in the WA Road & Bridge Construction Cost Index maintained by the Australian Bureau of Statistics (Producer Price Indexes Table 17)	Yes / No
If No, please indicate how your proposed price variation mechanism differs from the one outlined above. Supply details and label it "Price Variation Mechanism"	Tick if Attached ☐

Producer Price Index Table 17: <https://www.abs.gov.au/statistics/economy/price-indexes-and-inflation/producer-price-indexes-australia/latest-release#data-downloads>

SECTION 6 SPECIFICATIONS

6.1 Machinery and Equipment

The 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 Contractor shall also ensure and warrants that upon delivery and throughout the period of hire, the Plant/Equipment:

- a) accords with the manufacturer's specification;
- b) is in good repair;
- c) is suitable and fit for the intended purpose and use;
- d) is suitably licensed for operation;
- e) is free from any encumbrances;
- f) is free from any defects in design, materials and workmanship;
- g) has been maintained in proper working order; and
- h) fully complies with the Technical Requirements.

The 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 RAV permits (to be carried in the vehicle) relevant to public roads proposed to be used
- A functioning machine hour meter
- A functioning dribble bar, side fan and centre fan in good working order
- No super single tyres permitted.
- Flashing amber beacons appropriately mounted and maintained for visibility
- Two-way radio communications and a working satellite phone
- Fully enclosed air-conditioned cabins fitted with approved roll over protection structure.
- Appropriately lined and bunded 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.

Water tankers shall be steel frame and lining. Fibreglass tankers are also allowable. Aluminium tankers are not acceptable for this contract.

It is the Contractor's responsibility to ensure that

- a) plant is maintained safe and secure at all times
- b) plant shall be pro-actively maintained to minimise breakdown and downtime

such that the plant is available for use when required by the Principal.

Further to the above, if the plant is not available when requested, for whatever reason, the Principal reserves the right to issue a notice of dispute in accordance with clause 4.19 of the Special Conditions of Contract.

6.2 Rejection

The Contractor shall ensure that the Plant/Equipment is in full operating condition as required by this contract and available for use on the Principal's works as specified in this contract.

The Principal may at any time, whether before or after delivery, reject any Plant/Equipment that he has determined to not be performing sufficiently.

Further, the Principal may at any time, whether before or after delivery, reject any Plant/Equipment found to be inferior, defective, damaged or not in accordance with the requirements of the contract or any supplied or referenced specifications.

The Contractor is liable for all loss, expense and damages incurred by the Principal due to the rejection of the Plant/Equipment. This clause shall apply notwithstanding that the Plant/Equipment have been inspected or tested or that the Principal has paid for the Plant/Equipment.

Further to the above, if there continues to be issues with the performance and/or compliance requirements of the Plant/Equipment, for whatever reason, the Principal reserves the right to issue a notice of dispute in accordance with clause 4.19 of the Special Conditions of Contract.

6.3 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 criterion 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.

6.4 Fuel, Consumables, Camp, Meals and Accommodation

The 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 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). The camp facility shall be clean, tidy, well maintained in good order and include:

- i. Air conditioning;
- ii. Shower and toilet facilities;
- iii. Potable water supply; and
- iv. Generator

Camp shall be maintained clean and free of rubbish at all times. All rubbish and waste materials are to be disposed of in a suitable waste disposal facility (typically Shire controlled refuse pits to facilitate burial of waste). If waste disposal site is required to be established at a camp location, consultation is required with the Principal's representative. All disposal sites are to be properly rehabilitated on completion of the works by the Contractor.

6.5 Transportation

Travelling to work from the camp and return each day shall be at the contractor's expense.

Travelling home from the camp and return shall be at the contractor's expense.

Mobilisation/Demobilisation of all plant and equipment shall be at the contractor's expense.

6.6 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 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 Contractor and meet the necessary safety standards.

SECTION 7 APPENDICES

APPENDIX 1 – SHIRE OF UPPER GASCOYNE LOCAL PREFERENCE POLICY

2.8 LOCAL PREFERENCE PURCHASING POLICY

Policy Purpose

The purpose of the Shire of Upper Gascoyne's 'Regional Price Preference Policy' is to support local business and industry and to encourage employment of local people thereby generating economic growth within the Shire.

Definitions

For the purpose of this Policy, the "Region" is defined as the geographical area which comprises the whole of the Shire of Upper Gascoyne, Shire of Carnarvon, Shire of Shark Bay and the Shire of Exmouth.

Local Industry is defined in the Policy as being a business / organisation substantially trading from a recognised business address within the region. This Policy requires the businesses to have been operating out of the local premises for a continuous period of not less than six (6) months.

Policy Content

(a) Unless specifically excluded in advance of advertising, a Regional Price Preference will apply to purchases when calling tenders or purchasing goods and services.

(b) The regional pricing preference to be given to a regional tenderer / supplier is outlined below and represents the amount by which the regional tenderer's price bids or other quotations would be reduced for the purposes of assessing the tender or quotations:

CONSTRUCTION / BUILDING SERVICES	
Value of Tender / Supply By Regional Supplier	Regional Price Preference
\$0 to \$20,000	\$0 + 10% of excess above \$0
\$20,000 to \$50,000	\$1,000 + 4% of excess above \$20,000
\$50,000 to \$100,000	\$2,200 + 3% of excess above \$50,000
\$100,000 to \$250,000	\$3,700 + 2% of excess above \$100,000
Above \$250,000	\$6,700 + 1% of excess above \$250,000

GOODS & SERVICES	
Value of Tender / Supply By Regional Supplier	Regional Price Preference
\$0 to \$10,000	\$0 + 5% of excess above \$0
\$10,000 to \$20,000	\$500 + 6% of excess above \$10,000
\$20,000 to \$50,000	\$1,000 + 4% of excess above \$20,000
\$50,000 to \$100,000	\$1,500 + 3% of excess above \$50,000
\$100,000 TO \$250,000	\$2,000 + 2% of excess above \$100,00
Above \$250,000	\$2,500 + 1% of excess above \$250,000

Subject to the maximum regional price preference capped at \$50,000

APPENDIX 2 – WALGA GENERAL CONDITION OF CONTRACT



GENERAL CONDITIONS OF CONTRACT

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

**Shire of Upper Gascoyne
and
(Contractor Name & ABN)**

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DATE

PARTIES

Shire of Upper Gascoyne of 4 Scott St Gascoyne Junction WA 6705 (ABN 35 690 524 464) ('Principal'); and

[CONTRACTOR] of [CONTRACTOR ADDRESS] (CONTRACTOR 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 06 23-24 PROVISION OF CONTRACT WATER CART SERVICES

- Part 1 – General Information for Tenderers
- Part 2 – Conditions of Tendering
- Part 3 – General Conditions of Contract
- Part 4 – Special Conditions of Contract
- Part 5 – Tenderer’s Offer including submitted schedules
- Part 6 – Specification
- Appendices 1 – 2
- 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

Framework Agreement	No
Contract Price	Schedule of Rates based on the submitted hourly rates
Principal's Representative	
Contractor's Representative	
Start Date	
End Date	The earlier of: (a) As described in the RFT Document. (b) the date this Contract is terminated under Clause 39.
Goods to be supplied	Nil
Services to be provided	As described in the RFT document.
Completion Date	As described in the RFT document.
Delivery Point	As described in the RFT document.
Site	As described in the RFT document.
Defects Liability Period	N/A
Minimum level of Public Liability Insurance Cover required	As per tender document
Minimum level of Product Liability Insurance Cover required	As per tender document
Minimum level of Contractor's Vehicle Insurance Cover required	As per tender document
Minimum Employee Insurance Cover required	As provided for by the Act at Common Law in the minimum amount of \$50,000,000
Public and Product Liability Insurance End Date	12 months from the date of delivery of the Goods or 12 months from the End Date, whichever is earlier.
Contractor's Vehicles Insurance End Date	2 months from the date of delivery of the Goods or 2 months from the End Date, whichever is earlier.

Employee Insurance End Date	2 months from the date of delivery of the Goods or 2 months from the End Date, whichever is earlier.
Details required in Progress Claims and Invoices	As described in the RFT Document.
Liquidated Damages	Nil

Executed as an agreement

Principal

The common seal of **Shire of Upper Gascoyne**

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

sign here ►

Chairperson / Mayor / Shire President

print name

sign here ►

Chief Executive Officer

print name

Contractor

Signed by

[CONTRACTOR]

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

sign here ►

Company Secretary / Director

print name

sign here ►

Director

print name
