

REQUEST FOR TENDERS

RFT1 21-22

***Yandanooka North East Road
Intersection Construction***

**Deadline for lodgement of
Tenders:**

14:00 AWST on 30 August 2021

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PART ONE – READ AND KEEP THIS PART

PART 1 OVERVIEW

1.1 Request for Tenders

The Principal requests the submission of tenders by suitably qualified and experienced contractors for the construction of a realigned section of Yandanooka North East Road, and a modified intersection between Yandanooka North East Road and Mingenew-Morawa Road.

The nature and extent of the works is to be ascertained by reference to the drawings, specification and conditions of contract and the following (but not limited to the following):

- (1) Clearing existing trees and vegetation works for proposed Yandanooka North East Road Realignment area
- (2) Removal of existing redundant section of Yandanooka North East Road formation and pavement
- (3) Rehabilitation of redundant section of Yandanooka North East Road
- (4) New pavement construction
- (5) Sealing works
- (6) Reconstruction of existing shoulder seal approx. 1.5m wide.
- (7) Other civil works consisting of the following:
 - Installation of new 1 x 600mm dia culvert – Class 2 RCP at CH 541
 - Installation of new 1 x 1200 x 300mm RCBC at CH 1154 including 15m inlet drain and 30m outlet drain – Type F
 - Installation of new fence along the new cadastral boundary
 - Locally shape table drain and ground on the inside of the sweep to ensure runoff drains to culvert inlet at the new junction (south west).

The contractor's rates and prices entered in the Bill of Quantities (Price Schedule) shall be deemed to be the full value of the work covered by the item including but not limited to the following:

- (a) Labour and cost in connection therewith
- (b) Supply of goods, material, storage and costs in connection therewith including delivery to site
- (c) Taking delivery of materials, and good supplied by other, unloading, storage and costs associated therewith

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- (d) Plant and Costs;
- (e) Temporary works and
- (f) General obligations, liabilities and risks.
- (g) Special Requirements: A detailed description of the Principal's requirements is contained in Annexure B Technical Specification.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 Overview (Read and Keep)
- Part 2 Conditions of Tendering (Read and Keep)
- Part 3 Specifications (Read and Keep)
- Part 4 General Conditions of Contract (Read and Keep)
 - Schedule 1 - Contract Details (Read and Keep)
 - Schedule 2 – Special Conditions (Read and Keep)
- Part 5 Tender Form (Complete and Return)
- Annexure A Formal Instrument of Agreement (Read and Keep)
- Annexure B Technical Specification (Read and Keep)
- Annexure C Tender Drawings (Read and Keep)
- Annexure D Purchasing Policy (Read and Keep)
- Annexure E Regional Price Preference Policy (Read and Keep)
- Annexure F Pricing Schedule (Complete and Return)

1.3 How to Prepare Your Tender

- (1) Carefully read all parts of this Request.
- (2) Ensure you understand the Requirements.
- (3) Complete the Tender Form contained in Part 5 in all respects and attach any associated documents.
- (4) Ensure the Tender Form is signed by the authorised Tenderer's representative
- (5) Lodge the Tender as required by **clause 2.6** before the Deadline.

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PART 2 CONDITIONS OF TENDERING

2.1 Definitions

In this Request, the following words and expressions have the meanings specified in the table below:

TERM	DEFINITION
Annexures	Any contract specification documents annexed to this Request.
Attachments	The documents attached by a Tenderer as part of a Tender.
Contractor	Means the person or persons, corporation or corporations whose 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 Tenders.
General Conditions of Contract	Means the General Conditions of Contract as are contained in Part 4 of this Request.
Principal	Shire of Mingenew
Request	This Request for Tender comprising all Parts and Annexures
Requirements	All requirements, terms and conditions stipulated in this Request.
Selection Criteria	The Criteria used by the Principal in evaluating Tenders as stipulated in Part 5 of this Request.
Site	Site or sites on which works are proposed to be undertaken or goods or services provided pursuant to this Request
Special Conditions	The additional contractual terms contained in an Annexure labelled 'Special Conditions of Contract' (if applicable).
Specifications	The specifications contained in Part 3 of this Request.
Tender	The completed Tender Form, Response to the Selection Criteria and Attachments submitted by a Tenderer
Tender Documents	The documents referred to in clause 1.2
Tenderer	Someone who has or intends to submit a Tender to the Principal.

2.2 Conditions of Tendering

The Conditions of Tender are the conditions under which the Principal will receive and evaluate Tenders. The Principal may reject a Tender that does not comply with all terms of the Request.

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2.3 Contact Officer

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

Name: Antoinette Krause
Phone: +61 434 508 403
Email: antoinette.krause@ghd.com

Tenderers must direct all communications concerning this Request to the above contact.

The Principal reserves the right to:

- (a) not answer a question asked by a Tenderer; and
- (b) provide any answers to questions raised by a Tenderer to any other Tenderer, on a non-attributable basis.

2.4 Lodgement of Tenders by Deadline

- (1) Tenders must be received by the Principal by the Deadline.
- (2) The Deadline for this Request is **14:00 on 30 August 2021** (Western Standard Time).
- (3) Tenderers should allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

2.5 Form of Tender

- (1) The Tenders must include the tender number and tender title and otherwise comply with the Conditions of Tendering and this Request.
- (2) The Tender document should only be signed by a representative of the Tenderer who is authorised to do so.
- (3) All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to the Tender.
- (4) Tenderers are to assume that the Principal has no previous knowledge of the Tenderer's organisation, activities or experience. Tenderers should ensure that sufficient information is included in their Tender to thoroughly address the Requirements and the Selection Criteria.

2.6 Manner of Lodgement

- (1) Tenders must be submitted by email to tenders@mingenew.wa.gov.au

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- (2) If Tenderers have obtained Request documentation other than from <https://mingenew.wa.gov.au/tenders/>, they must visit <https://mingenew.wa.gov.au/tenders/> and download the Tender documentation for this Request.
- (3) In submitting their Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms or other disabling features which may affect the Principal's provider portal and/or the Principal's computing environment. Responses found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- (4) Tenders submitted in any manner other than that described in subclause (1) **will not** be accepted.

2.7 Not Used

2.8 Disclaimer and acknowledgement

Tenderers acknowledge that:

- (a) although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the internet by the Tenderer will not occur; and
- (b) lodgement of their Tender on time and in accordance with these Conditions of Tendering is entirely their responsibility; and
- (c) the Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

2.9 Confidentiality of Tender Information

- (1) The Principal will treat all information provided in a Tender as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law or this Request.
- (2) Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992*, under a Court order or this Request.

2.10 Tender Validity Period

All Tenders will remain valid for:

- (a) a period of ninety (90) days from the Deadline; or

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- (b) forty-five (45) days from the Principal's resolution for determining the outcome of this procurement process,

whichever is the later, unless extended on mutual agreement between the Principal and the Tenderer in writing.

2.11 Alternative Tenders

- (1) The term “**Alternative Tender**” within this Request shall mean:
 - (a) Tenders submitted and identified by a Tenderer as an “Alternative Tender”;
 - (b) Tenders submitted other than in accordance with the Requirements; or
 - (c) Tenders not submitted using the Tender Form.
- (2) All Alternative Tenders must be accompanied by a conforming Tender. Alternative Tenders will only be considered if accompanied by a conforming Tender.
- (3) Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked ‘Alternative Tender’. The document must clearly specify wherever it fails to comply with the Requirements, and state the reasons for each non-compliance. It must demonstrate, in detail, how the Alternative Tender will benefit the Principal.
- (4) The Principal may in its absolute discretion reject any alternative Tender as a non-conforming Tender.

2.12 Tenders to Inform Themselves

- (1) Tenderers will be deemed to have:
 - (a) examined this 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 Requirements and of all matters and things necessary for the due and proper performance and completion of the work described therein;
 - (d) examined the Site and surroundings; and
 - (e) satisfied themselves they have a full set of the Tender Documents and all relevant Annexures.

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2.13 Warranties

By submitting a Tender, a Tenderer warrants that:

- (a) all information contained in the Tender is accurate;
- (b) the Tender is in all respects an independent Tender; and
- (c) in the preparation of the Tender, no collusion has taken place between the Tenderer and any other Tenderer or, except to the extent specifically disclosed in the Tender, between the Tenderer and any other interested party.

2.14 Joint Tenders

Where a Tender is lodged in the names of two or more persons or corporations, either by way of a joint venture, partnership or otherwise, irrespective of the relationship between the parties, each person or corporation shall be jointly and severally bound by the terms of the Tender and, if the Tender is accepted, shall be jointly and severally liable under any resulting agreement with the Principal.

2.15 Exclusion of liability

Tenderers acknowledge and agree that the Principal will not be liable to any Tenderer on the basis of promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this Request for Tender process including any circumstances where:

- (a) a tenderer is not invited to participate in any subsequent process following completion of this Request;
- (b) the Principal varies or terminates the Request;
- (c) the Principal decides not to contract for all or any of the Requirements; or
- (d) the Principal exercises or fails to exercise any of its other rights under or in relation to this Request.

2.16 Alterations

- (1) The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.
- (2) The Principal may 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.

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- (3) Any addendum will be issued through <https://mingenew.wa.gov.au/tenders/> , or such other appropriate means that will reasonably ensure that all potential Tenderers are given fair and equal access to information relating to this Request.
- (4) When an addendum is issued, the Principal will send an email advising of the issuance of an addendum. Emails will be sent to the email address of persons who have expressed their interest in providing a response to the Request. Persons may register their interest in providing a response by contacting the Contact Person by email.

2.17 Price Basis

The Principal is to receive tenders in which the tendered rates will remain fixed, unless other price variation provision is available in this Request documentation.

2.18 In House Tenders

The Principal does not intend to submit an in-house Tender.

2.19 Risk Assessment

- (1) 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 in the assessment of Tenders.
- (2) Tenderers may be required 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 satisfy the Requirements 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 any Tenderer concerning the financial information that the Tenderer is required to provide.
- (3) The financial assessment is specifically for use by the Principal for the purpose of assessing Tenders and will be treated as strictly confidential.

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2.20 Tender Opening

- (1) Tenders will be opened in the Principal's offices at the same day of Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.
- (2) The names of the persons who submitted the Tender by the 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.

2.21 Rejection of Tenders

- (1) A Tender will be rejected without consideration in the event that:
 - (a) it is not submitted before the Deadline; or
 - (b) it is not submitted in the manner specified in the Request.
- (2) A Tender may be rejected without consideration in the event that it fails to comply with any Requirements of the Request.

2.22 Evaluation of Tenders

2.22.1 Clarification of Tenders

- (1) Following the receipt of Tenders, the Principal, in its absolute discretion, may:
 - (a) use any relevant information obtained in relation to a Tender (whether through this Request, previous experience with a Tenderer, its nominated staff or sub-contractors or by independent inquiry) in the evaluation of Tenders;
 - (b) enter into discussions or negotiations for minor variations with any one or more Tenderers; and
 - (c) seek clarification or additional information from any Tenderer.
- (2) Tenderers must comply with any requests to provide additional information or clarification in relation to their Tender within the timeframe specified.
- (3) The Principal may include or exclude from consideration in the evaluation of Tenders any additional information provided by Tenderers, whether received in response to a request or otherwise.

2.22.2 Evaluation Team

The Tenders will be evaluated by an evaluation team, which may include external experts, as selected by the Principal in its absolute discretion.

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2.22.3 Evaluation Stages

- (1) Unless otherwise determined by the Principal in its discretion, the evaluation process will have two consecutive stages comprising:
 - (a) Evaluation Stage One: Compliance Stage
 - (b) Evaluation Stage Two: Assessment Stageas described further below.

2.22.4 Evaluation Stage One: Compliance Stage

- (1) This stage will involve scrutinising the Tenders against compliance criteria referred in Part Five of this Request.
- (2) Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of 'No' against any criterion may eliminate the Tender from further consideration. It is Tenderer's responsibility to ensure that all documents to support their response to Compliance Criteria are provided.
- (3) Tenderers who do not meet the compliance criteria may not be evaluated for the next stage of evaluation (Evaluation Stage Two – Selection Stage).

2.22.5 Evaluation Stage Two: Assessment Stage

- (1) This stage will involve scrutinising the Tenders against selection criteria referred in Part 5 of this Request.
- (2) A scoring system will be used as part of the assessment of the selection criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the relevant criterion. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the selection criteria and in the overall assessment of value for money.
- (3) During the Assessment Stage the Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection where applicable.
- (4) Referees may also be contacted prior to the selection of the successful Tender.
- (5) Risk assessment of the Tenders will additionally form an integral part of the Assessment Stage.

2.23 Principal's Policies

The following policies (**Annexure D**) of the Principal may also be considered in the Assessment Stage and may affect selection of a Tender:

Purchasing Policy
Regional Price Preference Policy

The Principal's policies are available at the following links:

<https://mingenew.wa.gov.au/wp-content/uploads/2021/07/Council-Policy-Manual-current-as-at-16-December-2020-NPP211528.pdf>

2.24 Acceptance of Tenders

- (1) The Principal may accept a Tender in whole or in part.
- (2) The Principal is not bound to accept the lowest price Tender or the highest ranked Tender according to the Selection Criteria and may decline to accept any Tender.

2.25 Notification and Formation of Contract

- (1) No Tender is to be deemed accepted until the Principal has notified the successful Tenderer in writing that its Tender has been accepted.
- (2) Upon acceptance of a Tender by the Principal, the completed Tender Documents and any correspondence between the successful Tenderer and the Principal in which the Principal gives written notice of its acceptance of any minor variation to the Specifications shall constitute the contract between the Principal and the Tenderer.
- (3) The successful Tenderer shall then be required to execute a formal agreement in the form included in **Annexure A** with seven (7) days of receipt of the notice of acceptance.
- (4) All Tenderers will be advised of the Tender outcome in writing by the Principal within ten (10) working days of a Tender being accepted by the Principal.

2.26 Intellectual Property

- (1) The Request and such intellectual property rights as may exist in the information contained in the Request shall remain the property of the Principal. A Tenderer is only permitted to use the Request for the purpose of preparing a Tender in response and for the purpose of conducting any contract negotiations with the Principal.
- (2) The Tenderer authorises the Principal, its officers, employees, agents and advisers to adapt, modify, disclose, reproduce or do anything else necessary (in the Principal's sole opinion) to the whole or any portion of the Tender for the purposes of:
 - (a) Tender evaluation;

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- (b) negotiating and/or entering into a contract with any party for the delivery of the Principal's Requirements or similar requirements;
 - (c) managing a contract with a successful Tenderer (if any); or
 - (d) anything else related to the above purposes, including governmental and parliamentary auditing and reporting requirements.
- (3) 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 procurement process, provided that the Tenderer is entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

2.27 Confidentiality

- (1) The Tenderer must keep confidential all information concerning the Principal, received as a result of, or in connection with, the submission of a Tender which the Principal has indicated to Tenderers is confidential or which Tenderers know or ought to know is confidential.
- (2) The Principal reserves the right to require that information concerning the Principal, received by a Tenderer as a result of, or in connection with, the submission of a Tender (and copies of such information) be either destroyed by the Tenderer or alternatively returned to the Principal at any time. The Principal may also require that the Tenderer provide evidence (in a form satisfactory to the Principal) that any Principal's requirements in this respect have been fully complied with.

2.28 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's councillors or 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 Tender submitted by the Tenderer from consideration.

2.29 Conflict of Interest

- (1) Tenderers must not place themselves in a position which may, or does give rise to a conflict of interest between themselves and the Principal during the Tender Process.
- (2) If any actual or potential conflict of interest with the Principal arises at any time during the Tender Process, the Tenderer is to immediately notify the Principal in writing.
- (3) In the event of an actual or potential conflict of interest the Principal may, in its absolute discretion:

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- (a) resolve any actual or potential conflict of interest with a Tenderer; or
- (b) reject the Tender lodged by such a Tenderer; or
- (c) take any other action it considers appropriate.

2.30 Identify of the Tenderer

- (1) The identity of the Tenderer is fundamental to the Principal.
- (2) The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 – Tender Form and whose execution appears on the Tender Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.31 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 Tender.

2.32 Request for Debriefing

- (1) If requested to do so, the Principal will provide a debriefing for an unsuccessful Tenderer after either:
 - (a) a contract has been exchanged for the supply of the Requirements; or
 - (b) the Principal decides not to award a contract for the supply of the Requirements.
- (2) A Tenderer who would like a debriefing should contact the Contact Officer.

PART THREE – READ AND KEEP THIS PART

PART 3 SPECIFICATIONS

Please Refer to the following Annexures:

Annexure B Technical Specification

Annexure C Construction Drawings

PART 4 GENERAL CONDITIONS OF CONTRACT

PART A – GENERAL

4.1 Definitions

In this Contract, except where the context otherwise requires:

‘Approval’ means any certificate, licence, consent, permit, approval, authority or requirement of any Authority or any organisation having jurisdiction in connection with the provision of the Work under the Contract.

‘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 these General Conditions unless otherwise indicated.

‘Completion’ means that stage in the carrying out and completion of the Works when the Principal determines that the Works are complete and meet the requirements of this Contract except for Minor Defects and all certificates, documents, warranties, guarantees and other information which, in the Principal’s opinion, are essential for the use, operation and maintenance of the Works have been supplied to the Principal.

‘Completion Certificate’ means in relation to Works, a certificate issued by the Principal under **clause 4.63** evidencing the Date of Completion.

‘Completion Date’ means the date for Completion specified in the Contract Details.

‘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);
- (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:

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- (d) is or becomes generally and publicly 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).

‘Construction Schedule’ means a written statement showing the dates by which, or the times within which, the various stages or portions of the works under contract are to be carried out or completed, which shall be deemed a Contract Document.

‘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.

‘Contamination’ has the meaning given to “contaminated” in section 4 of the *Contaminated Sites Act 2003*.

‘Contract’ means the contract comprising:

- the Request;
- the Tender;
- all written variations and clarifications agreed by the Principal and the Tenderer;
- any letter of intention to award a contract to the successful Tenderer;
- the Letter of Acceptance;
- any Instrument of Agreement; and,
- the Purchase Order(s).

‘Contract Details’ means the contract information in **Schedule 1** to these General Conditions.

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

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‘Contractor’ means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.

‘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 Details 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) of this definition.

‘Date of Completion’ means the date determined by the Principal’s Representative (acting reasonably) as the date upon which Completion was reached as may be evidenced in the Completion Certificate.

‘Defect’ means:

- (a) any error, deficiency, omission, non-conformity, fault, failure, malfunction, irregularity or other defect in the Work under the Contract; or
- (b) any aspect of the Work under the Contract which is not in accordance with the requirements of this Contract,

and **“Defective”** shall have a corresponding meaning.

‘Defects Liability Period’ means the period of time beginning on the Date of Completion and ending on the expiry of the time stated in the Contract Details.

‘Design Documents’ means the drawings, specifications and other design documents required by this Contract and created (or, where the context requires, to be created) by the Contractor for the delivery of the Works in accordance with the Requirements of this Request.

‘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,

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computer record, drawing, specification, material or any other means by which information may be stored or reproduced.

'Environment' has the same meaning as under the *Environmental Protection Act 1986 (WA)*.

'Force Majeure Event' means any one of the following events which is beyond the control of a Party, could not have been reasonably foreseen by the affected 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 completing the Works 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 for the provision of the Work under the Contract; or
- (h) wet or inclement weather.

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

'Good Industry Practice' means:

- (a) the exercise of that degree of skill, diligence, prudence and foresight that would reasonably be expected from a Professional Contractor;
- (b) compliance with applicable standards and codes being the standards and codes specified in the Contract or if not specified, the standards and codes as would be applied by a Principal in the circumstances; and
- (c) compliance with applicable Legal Requirements.

'Goods' means any goods or materials supplied or required to be supplied in the provision of the Work under the Contract.

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‘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* (Cth) 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 4.40** and the Contract Details.

Insurance End Date means the Date of Completion or such other date as specified by the Principal.

‘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.

‘Intended Purpose’ means the intended purpose of the Work under the Contract as stated in this Contract or as could be reasonably inferred from this Contract by a Professional Contractor.

‘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;
- (c) Requisitions; and
- (d) fees and charges payable in connection with the foregoing.

‘Liquidated Damages’ means the liquidated damages payable pursuant to **clause 4.17** in the amount described in the Contract Details.

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'Local Government' means any local government established under the Local Government Act 1995 (WA) 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.

'Minor Defects' means Defects which do not prevent the Works from being reasonably capable of being used for their stated purpose and which can be rectified by the Contractor without prejudicing the convenient use of the Works by the Principal.

'Order' means a purchase order from the Principal to the Contractor which requires the supply of specific Work under the Contract under this Contract where this Contract is a Framework Agreement.

'Person' includes a natural person or persons, a corporation, a partnership, a board, a joint venture, an incorporated association, a government, a local government authority and an agency.

'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' means the Shire of Mingenew.

'Principal's Personnel' means directors, employees, agents, contractors or subcontractors of the Principal but does not include the Contractor or the Contractor's Personnel.

'Principal's Representative' is the person named as such in the Contract Details 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.

'Professional Contractor' means a contractor with skill and experience in, and the expertise and resources necessary to carry out and complete work of a similar nature to the Work under the Contract.

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‘Progress Claim’ means a document in a form approved by the Principal evidencing the provision of the Works and which includes the information set out in the Contract Details.

‘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 supplied in the provision of the Works.

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

‘Requisition’ means any order, direction, requisition, notice or other requirement issued by an Authority in relation to the Work under the Contract or the Site;

‘Schedule of Rates’ means any schedule of rates included in the Tender accepted by the Principal.

‘Security’ means the security specified in Item 11 of the Contract Details.

‘Services’ means services required to be provided by the Contractor in undertaking the Work under the Contract.

‘Site’ has the meaning given in the Contract Details.

‘Special Conditions’ the additional contractual terms (if any) specified in Schedule 2 to these General Conditions.

‘Specification’ means the technical specification for the Work under the Contract contained in Part 3 of this Request.

‘Start Date’ has the meaning given in the Contract Details.

‘Subcontractor’ means any person engaged by the Contractor in connection with the provision of the Work under the Contract 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 Work under the Contract and includes associated documentation.

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‘Tenderer’ means a Person who offers to deliver the Principal’s Requirements by submitting a Tender.

‘Variation’ means any change to the Work under the Contract, including any addition to, reduction in, omission from or change in the extent or quality of the Work under the Contract.

‘Variation Form’ means a notice substantially in the form set out in Schedule 3 under which the Principal has directed a Variation in accordance with clause 4.18.

‘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.

‘Work under the Contract’ means all of the Goods (if any) and all of the Services (if any) and all of the Works (if any) the Contractor is required to provide, as specified in the Contract Details, in accordance with this Contract.

‘Works’ means any physical works to be carried out, completed and handed over by the Contractor in accordance with the Specification and this Contract, including Variations provided for by this Contract.

4.2 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;

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- (i) headings are for convenience only and do not affect interpretation of this Contract;
- (j) a promise or undertaking 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 drafted this Contract or any part of it.

4.3 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) the Conditions of Tendering;
- (b) the Specifications;
- (c) the Special Conditions;
- (d) the General Conditions of Contract; and
- (e) the Tender Form.

4.4 Contractor's General Obligations

The Contractor agrees with the Principal:

- (a) to perform its obligations under this Contract in a competent and professional manner and to ensure that all staff employed by the Contractor and subcontractors to perform required work are appropriately qualified, skilled and supervised to ensure that the services are provided or the contract completed in a timely and satisfactory manner;
- (b) to comply with any reasonable requests by the Principal in relation to the performance of the Contractor's obligations;
- (c) to accept responsibility for all matters in connection with the employment of its staff including all insurance cover required by law; and
- (d) at its own expense comply with the Requirements of this Request and all relevant Legal Requirements.

4.5 Representatives

- (1) Each Party must appoint a Representative who will be authorised to act on behalf of the relevant Party in relation to this Contract.

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- (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 4.30** or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.
- (3) The Contractor's Representative is responsible for the quality, timeliness, cost and completion of the Work under the Contract in accordance with this Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

4.6 Notices

- (1) Any notice or other communication under this Contract shall be in legible writing, in English 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.
- (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, four 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.

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- (3) In this **clause 4.6**, reference to a recipient includes a reference to a recipient's officers, agents or employees.

4.7 Complying with Legal Requirements

- (1) The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Contractor's performance of this Contract and the delivery of the Work under the Contract.
- (2) Without limiting in any way the generality of the foregoing, 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 (WA)* and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.
- (3) If a Legal Requirement is inconsistent with a term of this Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Work under the Contract or the manner in which it must be undertaken, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and cost and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

4.8 Safety Obligations

- (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.
- (2) The Contractor must ensure that the Work under the Contract is undertaken and completed in a manner that is safe and without risks to any person, including by ensuring that the Contractor's Personnel undertake any work in a safe manner.
- (3) The Contractor must:
- (a) as soon as practicable, but in any event, within 24 hours, notify the Principal of any accident, incident, injury or property damage which occurs during delivery of the Work under the Contract and which is notifiable under any Legal Requirement; and
 - (b) provide the Principal with any further information when requested by the Principal.
- (4) 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 provision of the Work under the Contract.

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- (5) 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 4.8**.
- (6) 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 Site over which it has control:
 - (a) the Principal's Personnel;
 - (b) the Contractor's Personnel; and
 - (c) the public.
- (7) The Contractor must comply with any order, notice, direction or other requirement issued by WorkSafe WA in relation to the Work under the Contract or the Site.
- (8) The Contractor shall additionally comply with any Health and Safety Instructions to Contractors contained in this Request.

4.9 Assignment and Subcontracting

- (1) 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, which may be withheld in the absolute discretion of the Principal.
- (2) The Principal's approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under this Contract.
- (3) The Principal may, without the Contractor's consent, assign or novate this Contract or assign any payment or any other right, benefit or interest under this Contract to another local government.

4.10 Compliance with directions

The Contractor must, and must ensure the Contractor's Personnel, comply with all directions given by the Principal's Representative or any person authorised by Law in connection with the performance of the Contractor's obligations and delivery of the Work under the Contract.

4.11 Indemnity

- (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:

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- (a) the Contractor undertaking the Works under the Contract;
- (b) any breach of any warranty or any of the other terms and conditions of this Contract by the Contractor or the Contractor's Personnel;
- (c) any Contamination;
- (d) any Wilful Misconduct or a negligent act or omission of the Contractor or the Contractor's Personnel;
- (e) any breach of a Legal Requirement;
- (f) any breach of equitable duty, including breach of confidentiality or a breach of fiduciary duty; and
- (g) 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.

- (2) The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this **clause 4.11**.

4.12 Intellectual Property Rights

- (1) The Contractor warrants that the Work under the Contract and any design, documents or methods of working provided by the Contractor does not infringe any Intellectual Property Right.
- (2) The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right.
- (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.
- (4) Except as otherwise provided in this Contract, ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Work under the Contract and any documentation provided by the Contractor pursuant to this Contract vests in and shall remain vested in the Contractor.
- (5) All Ownership of the Principal's Intellectual Property Rights (other than third party Intellectual Property Rights) vests in and shall remain vested in the Principal.
- (6) The Contractor grants to the Principal an irrevocable, perpetual, worldwide, royalty free and transferrable licence to use and reproduce all Intellectual Property Rights

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associated with the Work under the Contract and any documentation provided pursuant to this Contract.

4.13 Orders

If this Contract is a Framework Agreement, the following sub-Clauses apply:

- (a) The Principal:
 - (i) may require the Contractor to provide Work under the Contract from time to time by giving the Contractor an Order; and
 - (ii) may order requirements of any one type or item of the Work under the Contract 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 pursuant to subclause (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 subclause (b) the Contractor must perform its obligations under the Order in accordance with this Contract.
- (d) If, pursuant to a notice issued under subclause (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 deemed to be the Contract Price for that Order; and

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- (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 Work under the Contract.
- (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 Work under the Contract undertaken prior to the date the cancellation is notified to the Contractor.

4.14 Conduct of Staff

The Contractor must ensure that the Contractor's Personnel:

- (a) conduct themselves towards members of the public in a civil and inoffensive manner;
- (b) do not seek or demand any fee, reward or gratuity in respect of the performance of the Works separate from or additional to the Contract Price payable to the Contractor;
- (c) perform the Works in a careful manner and with as little disturbance as is practicable;
- (d) do not cause any damage to any property; and
- (e) obey all relevant Acts, regulations and local laws.

4.15 Plant and Equipment

- (1) The Contractor must provide (at its cost) all Plant and Equipment, labour and haulage necessary for performance of the Contractor's obligations under this Contract.
- (2) The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with delivery of the Work under the Contract are of merchantable quality, comply with this Contract and all Legal Requirements, and are fit for their usual and intended purpose.
- (3) The Contractor is responsible for any loss or damage to its Plant and Equipment sustained in the course of undertaking the Work under the Contract.

4.16 Time for Performance and Extensions of Time

- (1) The Contractor must achieve Completion of the Work under the Contract by the Completion Date. In this respect time shall be of the essence under this Contract.

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- (2) Subject to subclauses (4), (5) and (6), if the Works are unlikely to be completed 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 4.19**, 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 4.18**.
- (3) The Contractor may only claim an extension to the Completion Date 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) the Contractor or the Contractor's Personnel did not cause the delay, whether by breach of this Contract or otherwise.
- (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.
- (5) If the Principal's Representative reasonably considers that:
- (a) the claim for an extension of time relates to an event listed in subclause (2); and
 - (b) subclauses (3) and (4) have been satisfied,
- the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time (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 subclause (2) (as determined by the Principal, acting reasonably).

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(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 subclause (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 4.16**; 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 subclause (6).

(7) If the Principal, acting reasonably considers 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 for extension of time that the Completion Date remains unchanged.

(8) If the Contractor fails to obtain approval of the Principal to a requested extension of time, the Contractor will have no entitlement to an extension of time of the Completion Date.

(9) If an extension of time is granted in accordance with this **clause 4.16**, provided that those costs are not also reimbursable pursuant to **clauses 4.18** or **4.19**, 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.

4.17 Liquidated Damages

(1) Subject to **clauses 4.16, 4.18** and **4.19**, if the Contractor does not perform or provide the Works 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 Works achieve Completion; or

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- (b) termination of this Contract.
- (2) If an extension of time is granted in accordance with **clause 4.16** after the Contractor has paid or the Principal has set off the Liquidated Damages payable under subclause (1), the Principal shall repay to the Contractor such of those Liquidated Damages as represent the days the subject of the extension of time.
- (3) The payment of Liquidated Damages will not relieve the Contractor from any of its obligations and liabilities under this Contract.
- (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.
- (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 lapse of the Completion Date.
- (6) The Contractor acknowledges that all sums payable by the Contractor to the Principal pursuant to this **clause 4.17** represent the Principal's genuine pre-estimate of the damages likely to be suffered by it if the Work under the Contract is not supplied and/or completed by the relevant Date for Completion and such sums shall not be construed as a penalty.

4.18 Variation

- (1) A direction to the Contractor to perform a Variation may only be effected in accordance with this **clause 4.18**.
- (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 five Business Days (or within such other period as the Parties agree) of the Principal's request for the proposal.
- (3) If a Variation requires the omission of Work under the Contract, the Principal's Representative may have the omitted Work under the Contract provided by others or not as the Principal sees fit.
- (4) The Variation Proposal must specify:

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- (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.
- (5) Following receipt of the Variation Proposal by the Principal, subject to subclause (2), the Parties must seek to agree on the price for the Variation and the impact of the Variation on the relevant Completion Date.
- (6) The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.
- (7) The Contractor acknowledges and agrees that, subject to subclause (10), the Principal or the Principal's Representative may direct the Contractor in accordance with subclause (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.
- (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 subclause (13).
- (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.
- (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 Works, those rates or prices must be used; or
 - (ii) if subclause 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.
- (11) A Variation does not invalidate this Contract.

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- (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 this **clause 4.18** or elect not to direct a Variation.
- (13) A direction is not a Variation unless a Variation Form has been signed by the Principal.

4.19 Suspending this Contract

- (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.
- (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.
- (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 Loss.
- (4) If the Principal or the Principal's Representative suspends this Contract or any part of it in accordance with subclause (1) (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Completion Date are extended by the period of that suspension.
- (5) The remedies set out in subclauses (3) and (4) are the Contractor's sole and exclusive remedy in respect of the Principal suspending this Contract.

4.20 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 warranties.

4.21 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.

4.22 Price Basis

- (1) Unless stated elsewhere in this Request, the Contract Price for the Work under the Contract shall be fixed for the term of the Contract and not subject to rise and fall.

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- (2) The Contract Price for the Work under the Contract should be stated in the following terms:
 - (a) price excluding Goods and Services Tax (GST);
 - (b) Goods and Services Tax amount; and
 - (c) total price including GST.
- (3) Where no stipulation is made as to GST, the Contract Price shall be deemed to include GST, unless clarification is provided to the Principal by the Tenderer prior to acceptance of Tender.
- (4) Unless otherwise indicated the Contract Price shall include all disbursements, allowances, sites visits, printing, plotting, delivery, and all applicable fees, levies, duties, taxes and charges. Any charge not stated in the Tender as being additional, and accepted by the Principal as such, will not be allowed as a charge for any transaction under any resultant Contract.

4.23 Currency

In this Contract, a reference to “\$” or “dollars” is a reference to Australian dollars.

4.24 Payment and Invoicing

- (1) Subject to **clause 4.48**, in consideration of the Contractor providing the Work under the Contract the Principal shall pay to the Contractor the Contract Price in accordance with this clause.
- (2) 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.
- (3) A Progress Claim and any Invoice must include all details set out in the Contract Details.
- (4) Upon approval of a Progress Claim or Invoice 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 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 Work under the Contract that is the subject of the approved Progress Claim or Invoice.
- (5) 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 Progress Claims or Invoices that

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comply with subclause (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 Progress Claim or 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 Progress Claim or 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.
- (6) A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Work under the Contract the subject of the Progress Claim or Invoice was to the satisfaction of the Principal, but will only be taken to be payment on account.
- (7) Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid this Contract.
- (8) The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

4.25 Confidential Information and Publicity

- (1) The Contractor must not advertise, publish or release to the public:
- (a) any Confidential Information; or
 - (b) other information concerning the Work under the Contract, or this Contract, without the prior written approval of the Principal.
- (2) The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Principal:
- (a) use Confidential Information except as necessary for the purposes of fulfilling its obligations under this Contract; or
 - (b) disclose the Confidential Information:

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- (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).
- (3) The rights and obligations under this **clause 4.25** continue after the Completion Date Date.

4.26 Goods and Services Tax

- (1) Any reference in this Clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (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.
- (3) Any amount referred to in this Contract (other than an amount referred to in subclause (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.
- (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.
- (5) The recipient must pay the additional amount payable under subclause (4) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- (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 subclause (4) or at such other time as the Parties agree.
- (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 subclause (5), the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

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- (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 subclause (4).

4.27 Consequential Loss

In relation to Consequential Loss:

- (a) subject to **clause 4.11** and subclause (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) subclause (a) does not exclude liability of the Contractor for Consequential Loss, if, but for subclause (a) the Contractor would have insurance cover for that Consequential Loss under an Insurance.

4.28 Force Majeure Event

- (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.
- (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.
- (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.
- (4) If a Force Majeure Event continues to affect the supply of any Goods and/or Services or construction of the Works 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.

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4.29 Damage to Property

- (1) If the Contractor or the Contractor's Personnel damage property, including property on or adjacent to the Site, the Contractor must promptly:
 - (a) make good the damage; and
 - (b) pay any compensation which the Contractor is required to pay under the Contract or under any Legal Requirement.
- (2) If the Contractor fails to comply with an obligation under subclause (1), the Principal may, in addition to any other remedy which the Principal may have, perform or have performed that obligation on the Contractor's behalf and any cost incurred by the Principal will be a debt due and payable by the Contractor.

4.30 Settlement of Disputes

- (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**').
- (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.
- (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.
- (4) Within 10 Business Days of receipt of the response referred to in subclause (3), the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to this Contract.
- (5) If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with subclause (4), either Party may initiate proceedings in a court of competent jurisdiction.
- (6) Either Party may, with the agreement of the other Party, at any time, refer the Dispute 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.

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- (7) The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience agreed between the parties. Failing agreement, the matter in dispute must be determined under the provisions of the *Commercial Arbitration Act 2012*.
- (8) The independent expert's or arbitrator's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.
- (9) Except to enforce this clause, or to seek an urgent interim determination, a party must not commence or maintain an action by way of legal proceedings relating to the dispute until it has been dealt with as provided in this clause.

4.31 Termination of Contract

- (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.
- (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 10 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 construction of the Works or provision of 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.
- (3) If the Contractor:
 - (a) subject to **clause 4.28**, 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

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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) 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 and thereafter the Principal may engage or contract with any person or corporation other than the Contractor to perform and complete this Contract.

- (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 subclause (3) and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.
- (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.
- (6) The termination of this Contract does not affect:
 - (a) any rights of the Parties accrued before the Completion Date; and

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- (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.

4.32 Waivers and Amendments

- (1) This Contract may only be amended, or its provisions waived, in writing by the Parties.
- (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.

4.33 No Fettering of Principal's Powers

It is acknowledged and agreed that this Contract does not fetter or restrict the power or discretion of the Principal in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Contractor.

4.34 Counting of Days

Where under any provision of this Contract any notice is to be given, any payment made or anything else must be done in a stated period of days, the stated number of days will exclude Saturdays, Sundays and public holidays. The days comprising any period of days computed in accordance with this clause are deemed to be consecutive if interrupted only by days which are not to be taken into account under this clause.

4.35 No Partnership or Relationship

- (1) Nothing in the Contract shall be deemed to constitute a relationship between the Principal and the Contractor, or any employee of the Contractor, other than the relationship of principal and independent contractor (or principal of an independent contractor and the employee of such a contractor as the case may be).
- (2) Without limiting the generality of subclause (1), the Contract shall not be construed as creating between the Principal and the Contractor, or between the Principal and any employee of the Contractor, a relationship of:
 - (a) master and servant;
 - (b) principal and agent; or
 - (c) employment or trust.
- (3) The Contractor must not hold itself, or its employees or agents, out to be employees or agents of the Principal, and the Contractor indemnifies the Principal, and must keep the Principal indemnified against any Claim incurred as a result of doing so.

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4.36 Entire Agreement

- (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.
- (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 Works, those terms and conditions will be of no legal effect and will not constitute part of this Contract.

4.37 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.

4.38 Reporting

The Contractor must keep the Principal fully informed on all aspects of the delivery of the Works and must supply on request:

- (a) progress reports on the performance of the Contractor's obligations in such detail as will allow the Principal to ascertain whether such is in conformity with this Contract; and
- (b) the Contractor's Technical Material, reports, data and a detailed supply program, relating to the Works under the Contract.

4.39 Agency

The Contractor must not:

- (a) hold itself out as being an agent of the Principal or being in any other way entitled to make any contract on behalf of the Principal or to bind the Principal to the performance, variation, release or discharge of any obligation; or
- (b) hold out its employees or agents, or allow its employees or agents to hold themselves out, as being employees or agents of the Principal.

4.40 Insurance

4.40.1 General requirements

- (1) The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurance:

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- (a) on the terms and conditions set out in this clause and otherwise on terms acceptable to the Principal; and
 - (b) from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency and 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.
- (2) The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.
- (3) Without limiting subclause (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 4.40** if it lapses or if cover is exhausted.
- (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) come into effect on or before the Start Date and be maintained until the Insurance End Date;
 - (c) 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;
 - (d) provide, where the Principal is entitled to cover under the Insurance, that any breach of the conditions of that Insurance by an insured other than the Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance; 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.

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- (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.
- (6) 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.
- (7) The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.
- (8) The Contractor must ensure that its subcontractors are insured as required by this **clause 4.40**, 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.
- (9) 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 current and updated Certificates of Insurance or the terms and conditions (including schedules) of the Insurances, to demonstrate compliance with this Contract. Nothing in this clause will be construed as providing 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.
- (10) 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.
- (11) Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.
- (12) 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.
- (13) 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.

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- (14) 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.
- (15) Insurances shall be provided in the amount and in accordance with any details stipulated in the Contract details and otherwise in accordance with this **clause 4.40**.

4.40.2 Public liability insurance

- (1) Unless otherwise stipulated by the Principal, the Contractor must maintain public liability insurance. The public liability policy must:
 - (a) be endorsed to note the Principal for their respective rights and interests in relation to this Contract;
 - (b) be for an amount of not less than \$50 million for any one event and unlimited in the amount of occurrences;
 - (c) include a cross liability endorsement extending the policy to operate in the same manner as if there was a separate policy of insurance covering each Party insured (without increasing the deductibles or reducing the overall limit of indemnity);
 - (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 by the Contractor; and
 - (e) be endorsed:
 - (i) to cover the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Contract;
 - (ii) to cover sudden and accidental pollution; and
 - (iii) to provide waiver of subrogation in favour of the Principal in relation to this agreement where the Principal is not a named insured.

4.40.3 Workers compensation insurance

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- (1) The Contractor shall insure against statutory and common law liability for death of or injury to persons employed by the Contractor. The insurance cover shall be obtained prior to the Start date and shall be maintained until completion of all Work under the Contract. The insurance policy or policies shall be extended to provide indemnity for the Principal's statutory liability to the Contractor's employees.
- (2) In the event that the Contractor is a sole trader and no workers compensation policy is in place, the contractor must insure against the loss of income and illness by the purchase of income protection or salary continuance policy.

4.40.4 Professional indemnity insurance

- (1) Unless otherwise stipulated by the Principal, the Contractor must maintain professional indemnity insurance. The professional indemnity policy must:
 - (a) be for not less than \$5M in respect of any one claim and not less than \$5M in the aggregate for all claims arising in any one 12 month period of insurance;
 - (b) include one full automatic reinstatement of the limit of liability;
 - (c) cover liability arising from any act or omission in connection with or arising out of the professional activities and duties under this Contract; and
 - (d) cover claims in respect of this Contract under the *Competition and Consumer Act 2010* (Cth), *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.

4.40.5 Works insurance

- (1) The Contractor in the joint names of the Contractor, the Principal and all sub-contractors (insured) for their respective rights and interests must have or effect insurance under a contractors all risk insurance policy or policies which must cover the whole of the Works including any associated temporary works and including material incorporated or to be incorporated in there, the property of the insured or for which they are responsible and while on or adjacent to the Site regarding loss, destruction or damage of or to the property insured for the full reinstatement and replacement cost.
- (2) The sum insured must consider the full Contract Sum with an amount for escalation costs as incurred during any period of reinstatement and replacement during the period up to the Date of Completion of the Works.

4.41 Industrial Awards

- (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

PART FOUR – READ AND KEEP THIS PART

awards, industrial agreements and orders of courts or industrial tribunals applicable to the Work under the Contract.

- (2) Failure by the Contractor to comply with subclause (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.

4.42 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).

4.43 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.

4.44 Construction Contracts Act

- (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.
- (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.
- (3) The Contractor must ensure that none of its subcontracts contain terms which are prohibited by the *Construction Contracts Act*.

4.45 Personal Property Securities Act

- (1) For the purposes of this **clause 4.45**:

PART FOUR – READ AND KEEP THIS PART

- (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 4.45** that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.
- (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.
- (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.
- (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.
- (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;

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- (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 Works; 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.
- (6) Everything the Contractor is required to do under this **clause 4.45** is at the Contractor's expense.
- (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 4.45** 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.

4.46 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.

4.47 Restructure of the Principal

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined the Principal or the successors of the Principal under the restructure.

4.48 Deduction of Charges or Debts

- (1) Without limiting the Principal's rights under this Contract any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal and if such moneys are insufficient for this purpose, then from the Contractor's security or retention under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.
- (2) The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

4.49 Environmental Activities

Without limiting **clause 4.7**, the Contractor must in providing the Work under the Contract:

PART FOUR – READ AND KEEP THIS PART

- (a) ensure that any Work under the Contract affecting the Environment is carried out in accordance with the *Local Government Act 1995 (WA)* or other relevant Legal Requirements, including the *Environmental Protection Act 1986 (WA)*; and
- (b) complies with all Approvals and conditions of such Approvals.

4.50 Severability

In the event any part of this Contract is held by a court of law to be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (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.

PART B – Works

4.51 Performance

- (1) The Contractor must at its cost perform and complete the Works (including all design, mobilisation and demobilisation) by the Completion Date and in accordance with:
 - (a) this Contract;
 - (b) Good Industry Practice; and
 - (c) all Legal Requirements.
- (2) The Contractor must ensure that the Works when Completed will be fit for the Intended Purpose and in accordance with the Requirements including the Specifications of this Request.
- (3) The Contractor must provide all labour, tools, plant, materials and services for the proper completion of the Works to ensure completion with all due expedition. The Contractor must remain responsible for all construction techniques, methods, sequences and procedures.
- (4) Unless otherwise provided in the Contract, the Contractor shall use suitable new materials and proper and tradesmanlike workmanship in constructing the Works.

4.52 Site Risks

- (1) The Contractor warrants that before the Start Date the Contractor has had access to the Site, carried out its own inspections of the Site and the Environment, and has conducted its own enquiries in order to establish, understand and satisfy itself as to the nature and status of:

PART FOUR – READ AND KEEP THIS PART

- (a) the Site and the Environment; and
- (b) all risks and contingencies associated with the Site and the Environment,

or has chosen not to carry out any inspections or conduct its own enquiries, as the case may be, in which case the Contractor acknowledges that there will be no adjustment to the Contract Price or Completion Date, except as expressly stated in this Contract.

- (2) The Contractor accepts sole responsibility for, and assumes the risk of, all Loss, delay and disruption arising out of the physical conditions and characteristics of the Site and the Environment.
- (3) Without limiting subclauses (1) and (2), the Contractor accepts sole responsibility for, and assumes the risk of, all Loss, delay and disruption arising out of, or in connection with, all Contamination in, under or around the Site and the Environment which came into existence after the Start Date.

4.53 Protection of People and Property

- (1) The Contractor shall in undertaking the Works:
 - (a) take all measures necessary to protect people and property;
 - (b) avoid unnecessary interference with the passage of people and vehicles; and
 - (c) prevent nuisance and unreasonable noise and disturbance.
- (2) If the Contractor damages property, the Contractor shall promptly rectify the damage at its own cost and pay any compensation which the law requires the Contractor to pay.
- (3) If the Contractor fails to comply with an obligation under this clause, the Principal, after the Principal's Representative has given reasonable written notice to the Contractor and in addition to the Principal's other rights and remedies, may engage a third party contractor to undertake any required works. The cost thereby incurred shall be reimbursed by the Contractor to the Principal.
- (4) If urgent action is necessary to protect the Works, other property or people and the Contractor fails to take the action required, in addition to any other remedies of the Principal, the Principal's Representative may undertake the necessary action. The costs of such remedial actions undertaken by the Principal shall be reimbursed from the Contractor to the Principal and may be deducted from any payments due to the Contractor or from retention or security monies.

4.54 Contractor Warranties

The Contractor represents and warrants to the Principal that the Contractor will:

PART FOUR – READ AND KEEP THIS PART

- (a) at all times, be suitably qualified and experienced, and must exercise the skill, care and diligence to be expected of a Professional Contractor in the delivery and Completion of the Works (including all design);
- (b) develop and complete the Design Documents so that the Design Documents are accurate, suitable, appropriate and adequate for the Intended Purpose taking into account the Site and the Environment; and
- (c) perform and complete the Works in accordance with the Design Documents so that when completed, the Works will be fit for the Intended Purpose and be in accordance with this Contract.

4.55 Access to Site

4.55.1 Possession

- (1) The Principal shall, before the Start Date, give the Contractor possession of sufficient area of the Site for commencement of the Works on the Site. If the Principal has not given the Contractor possession of the whole Site, the Principal shall give the Contractor possession of such further portions of the Site as may, from time to time, be necessary for carrying out the Works.
- (2) Possession of the Site shall confer in the Contractor a right to only such use and control of the Site as is necessary to enable the Contractor to carry out Work under the Contract and shall exclude camping, residential purposes and any purpose not connected with the Work under the Contract, unless approved by the Principal's Representative.

4.55.2 Access for the Principal and Others

- (1) The Principal and the Principal's Personnel may at any time after written or verbal notice to the Contractor, have access to any part of the Site for any purpose. The Contractor shall permit persons engaged by the Principal to carry out work on the Site other than the Works and shall cooperate with them. The Principal shall give to the Contractor the names and roles of the persons so engaged.
- (2) The Contractor shall at all reasonable times give the Principal's Representative access to the Works.
- (3) The Principal shall ensure that none of the persons referred to in this subclause impedes the Contractor.

4.55.3 Minerals, fossils and other relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value, found on the site shall be and remain the property of the Principal. Immediately upon the discovery of these things the Contractor shall:

PART FOUR – READ AND KEEP THIS PART

- (a) take precautions to prevent their loss, removal or damage; and
- (b) give the Principal written notice of the discovery.

4.55.4 Compliance with heritage requirements

- (1) Where the Principal has notified the Contractor that the works are subject to section 18 of the *Heritage of Western Australia Act 1990* conditions, or other requirements, the Contractor shall comply with these requirements.
- (2) All costs so incurred by the Contractor shall be assessed by the Principal and added to the Contract Price, except for any requirements already included in the Specifications.

4.56 Setting out the Works

4.56.1 Setting Out

The Principal shall give the Contractor the data, survey marks and like information necessary for the Contractor to set out the Works, together with those survey marks specified in the Contract. Thereupon the Contractor shall set out the Works in accordance with the Contract.

4.56.2 Errors in Setting Out

- (1) The Contractor shall rectify every error in the position, level, dimensions or alignment of any Works after promptly notifying the Principal and unless the Principal within 3 days directs otherwise.
- (2) If the error was caused by incorrect data, survey marks or information given by the Principal, the cost incurred by the Contractor in rectifying the error shall be assessed by the Principal and added to the Contract Price.

4.56.3 Care of Survey Marks

- (1) The Contractor shall keep in their true positions all survey marks supplied by the Principal.
- (2) The Contractor shall reinstate any survey mark disturbed, after promptly notifying the Principal and unless the Principal's Representative within 3 days directs otherwise.
- (3) If the disturbance was caused by the Principal, its agent, or representative, the cost incurred by the Contractor in reinstating the survey mark shall be assessed by the Principal's Representative and added to the Contract Price.

4.57 Construction Schedule

- (1) The Contractor shall give the Principal reasonable advance notice of when the Contractor needs information, materials, documents or instructions from the Principal.

PART FOUR – READ AND KEEP THIS PART

- (2) The Principal and the Principal's Representative shall not be obliged to give any information, materials, documents or instructions earlier than the Principal or Principal's Representative, as the case may be, should reasonably have anticipated at the date of acceptance of tender.
- (3) The Principal's Representative may direct in what order and at what time the various stages or portions of the Works shall be carried out. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall give the Principal's Representative written notice with the reasons.
- (4) The Contractor shall give the Principal a construction schedule for completion of the Requirements within 10 days of commencement of the Contract. The construction schedule shall show the dates by which, or the times within which, the various stages or portions of the works under contract are to be carried out or completed and shall be deemed a Contract document. The construction schedule shall include times for inspection of the Works by the Principal and the Contractor shall provide sufficient notice to the Principal's Representative to allow Principal's reasonable time to arrange inspections.
- (5) The Contractor shall not, without reasonable cause, depart from the construction schedule.

4.58 Hours of Work

The normal hours of work on the Site shall be between 7:00am - 5:00pm on weekdays (i.e. Mondays to Fridays) excluding public holidays. Prior approval of the Principal's Representative must be obtained should the Contractor wish to work outside these hours and the Principal's representative's refusal of any such request shall not constitute any grounds whatsoever for a claim for additional time or costs.

4.59 Responsibility for the Works

The Contractor shall be responsible for care of the Works, and for any plant or equipment brought onto the Site by a Subcontractor, from the Start Date until the Date of Completion, at which time responsibility for the care of the Works shall pass to the Principal. If loss or damage occurs to the Works during the period for which the Contractor is responsible for care of the Works, the Contractor shall at its cost, rectify such loss or damage, save that the Contractor shall not be responsible for any loss or damage caused by or arising from any negligent act or omission of the Principal or the Principal's Personnel.

4.60 Covering up of Works

- (1) The Contractor is to give the Principal sufficient notice of its intention to cover up any Works, in order to allow the Principal reasonable time to arrange prior inspection. If this is not given, the Principal may direct for the works to be uncovered for inspection and subsequently made good. Any attributable costs or delay shall be borne by the Contractor.

PART FOUR – READ AND KEEP THIS PART

- (2) Where reasonable notice of the Contractor's intention to cover up Works has been given, and the Principal subsequently requires Works to be uncovered for inspection, then any attributable costs or delay will be borne by the Principal, except where the inspection or test shows that the work, materials or goods are not in accordance with the requirement of the contract, in which case the costs and delay will be borne by the Contractor.

4.61 Cleaning Up

- (1) The Contractor shall keep the Site and the Works clean and tidy at all times and regularly remove rubbish and surplus material.
- (2) Within 14 days after the Date of Completion, the Contractor shall remove temporary works and construction plant. The Principal's Representative may extend the time to enable the Contractor to perform remaining obligations.
- (3) If the Contractor fails to comply with the preceding obligations in this clause, the Principal's Representative may direct the Contractor to rectify the non-compliance and the time for rectification.
- (4) If:
 - (a) the Contractor fails to comply with such a direction; and
 - (b) that failure has not been made good within 5 days after the Contractor receives written notice from the Principal's Representative that the Principal intends to have the subject work carried out by others,

the Principal may have that work so carried out and the Principal's Representative shall certify the cost incurred as moneys due from the Contractor to the Principal. The rights given by this paragraph are additional to any other rights and remedies.

4.62 Procedure for Completion tests

- (1) The Contractor must prepare and perform the Completion tests where required by this Contract or the Specifications. The Contractor will be fully responsible for the proper conduct and results of the Completion tests.
- (2) The Contractor must provide to the Principal full and substantiated test results for all Completion tests by the earlier of:
 - (a) 5 Business Days after completion of the relevant test; or
 - (b) the date required (if any) under the Specification or Construction Program.
- (3) Except:
 - (a) with the prior written consent of the Principal; or

PART FOUR – READ AND KEEP THIS PART

- (b) to the extent necessary to comply with subclause (4)(a),
- the Contractor must not adjust (and will not allow the adjustment of) any part of the Works following completion of any Completion test.
- (4) If the whole or any part of the Works fails to pass a Completion test, the Contractor must:
- (a) promptly execute such work of replacement, amendment, reconstruction, rectification and make good any Defects, failures, imperfections or other faults as may be required to ensure that all Completion tests are satisfied;
 - (b) be responsible for all costs and expenses incurred or sustained (including the cost of the Completion tests being borne by the Contractor); and
 - (c) if so required by the Principal, submit to the Principal for its review, details of the work which it proposes to execute.
- (5) If the Contractor fails to perform any Completion test in accordance with this Contract:
- (a) the Principal is to provide notice to the Contractor stating:
 - (i) the Contractor's failure to perform the Completion test; and
 - (ii) that the Contractor has 5 Business Days, or as otherwise agreed with the Principal at the Principal's absolute discretion, from the date of the notice to perform the Completion test;
 - (b) if the Contractor fails to satisfy the requirement in subclause 5(a)(ii), the Principal may perform that Completion test at a date and time determined by the Principal; and
 - (c) the cost incurred by the Principal in performing that Completion test will be a debt due and payable immediately from the Contractor to the Principal.

4.63 Completion

- (1) The Contractor must give the Principal at least 21 days written notice of the date on which the Contractor anticipates that Completion will be achieved. When the Principal is satisfied that Completion has been achieved, the Principal must issue a Completion Certificate for the Works.
- (2) On the issue of the Completion Certificate, the Principal will take over the Works.
- (3) Subject to **clause 4.48**, the Principal must pay the Contractor (or the Contractor must pay the Principal, as the case may be) within 28 days after the issue of the Completion Certificate, the amount stated in that certificate as being due by the Principal (or by the Contractor, as the case may be).

PART FOUR – READ AND KEEP THIS PART

- (4) The issue of a Completion Certificate does not constitute approval of any work or other matter and does not prejudice any claim by the Principal.

4.64 Rectification of Defects

- (1) The Principal may, at any time up to Completion and during the Defects Liability Period, conduct performance reviews of the Works. The Principal may notify the Contractor of any failure by the Contractor to comply with this Contract.
- (2) The Contractor must, within a reasonable time (but no later than 30 days), from receipt of a notice from the Principal, rectify any Defect notified to the Contractor before or at Completion, or during the Defects Liability Period.
- (3) If the Contractor fails to rectify any Defect in accordance with this **clause 4.64**, the Principal may rectify the Defect and any resulting liability incurred by the Principal in so doing will be a debt due from the Contractor to the Principal.
- (4) The Defects Liability Period applicable to any work performed for the purposes of rectifying Defects, is the period commencing on the date of completion of that remedial work and ending on the expiry of the period stated in the Contract Details.

4.65 Security

4.65.1 Provision of security

Security shall be provided by the Contractor to the Principal in accordance with the Contract Details. Retention monies may be retained by the Principal as security where stated in the Contract Details.

4.65.2 Recourse against security

The Principal may have recourse against the Security where monies due and payable under the Contract have remained unpaid after the time for payment and where at least 5 days have elapsed since that party notified the other party of intention to have recourse.

4.65.3 Reduction and release of security

Upon the issue of a Completion Certificate by the Principal, the Principal's entitlement to Security shall be reduced to 50% of the original Security amount, and the reduction shall be released and returned within 14 days to the Contractor. A party's entitlement to Security shall cease after the final Defects Liability Period has lapsed and the Principal shall then release and return forthwith any remaining Security to the Contractor.

4.65.4 Interest

Interest earned on Security not required to be held in trust shall belong to the party holding the Security.

PART FOUR – READ AND KEEP THIS PART

4.66 Contractor's Employee and Subcontractors

4.66.1 Personal Protective Equipment

The Contractor must ensure that:

- (a) all its employees or Subcontractors are provided with and wear during the performance of the Works appropriate personal protective equipment for each task, including coloured safety vests or jackets, approved by the Principal and in accordance with AS 1742.3, SAA HB81, AS/NZS 1906.4; and
- (b) any clothing referred to above is to be kept in a neat and tidy condition by its employees and Subcontractors.

4.66.2 Removal of Contractor employees

The Principal may direct the Contractor to have removed, within a stated time, from the Site or from any activity of Work under the Contract, any person employed to undertake the Work under the Contract who, in the Principal's opinion, is incompetent, negligent, or guilty of misconduct.

4.67 Bill of Quantities

4.67.1 Priced bill of quantities

- (1) Where a bill of quantities is to be priced:
 - (a) all items included in the bill of quantities shall be priced and extended by the Contractor and the prices as extended shall on addition equal the sum accepted by the Principal for carrying out the whole of the work to which the bill of quantities relates;
 - (b) the Contractor shall lodge the bill of quantities so priced and extended with the Superintendent within 14 days of contract signing or such further time as may be directed by the Principal; and
 - (c) notwithstanding any other provision of the Contract, the Contractor shall not be entitled to payment until the Contractor has lodged the bill of quantities so priced and extended.
- (2) If the aggregate amount in a priced bill of quantities does not equal the sum accepted for the work, the subject of the bill of quantities, the Principal shall (unless the parties agree within 7 days of notification) determine an appropriate correction of errors and inconsistencies in rates and prices therein, so that the aggregate amount equals such sum.

4.67.2 Quantities

PART FOUR – READ AND KEEP THIS PART

A written order from the Principal is not required for any increase or decrease in the quantity of any work, where it results only from the actual quantities being different to those provisional quantities stated in the Bill of Quantities and not from any direction of the Principal. Where such changes in quantity arise the final measure and value will be completed by the Principal.

4.67.3 Adjustment for Actual Quantities

- (1) Where, otherwise than by reason of a direction to vary the Works, the actual quantity of an item required to perform the Contract is greater or less than the quantity shown in a bill of quantities which forms part of the Contract or schedule of rates variations shall apply as follows:
 - (a) where the Principal accepted a lump sum for the item, the difference shall not be a deemed variation; and
 - (b) where the Principal accepted a rate for the item, the rate shall apply.
- (2) If such a bill of quantities or schedule of rates omits an item which should have been included the item shall be a deemed variation.
- (3) Notwithstanding the preceding provisions of this subclause in respect of a bill of quantities, a variation shall not be deemed for actual quantities of an item pursuant to paragraph (a), or for an omitted item or any adjustment made for actual quantities of an item pursuant to paragraph (b), if the difference, the value of the omitted item or the adjustment respectively is less than \$400.

Schedule 1 - Contract Details

Item 1 Principal's Representative

Name: Antoinette Krause
Position: Senior Civil Engineer
Phone: +61 434 508 403
Email: antoinette.krause@ghd.com
Address: Level 1, 209 Foreshore Drive, Geraldton WA 6530 Australia

Item 2 Contractor's Representative

[insert detail]

Item 3 Start Date

Preliminary works and documentation – 18 October 2021

Site establishment – not before 25 October and pending Possession of Site.

Item 4 Completion Date

20 December 2021 (Preliminary - Contractor to nominate alternative date in tender with clarification, if required)

Item 5 Contract Price

As stipulated in the Tender accepted by Principal.

Item 6 Works under the Contract

As stipulated in the Specification.

Item 7 Defects Liability Period

Twelve (12) months after Practical Completion.

Item 8 Insurance

Public liability insurance in accordance with clause 4.41.2

Workers compensation insurance in accordance with clause 4.41.3

Professional indemnity insurance in accordance with clause 4.41.4

Works insurance in accordance with clause 4.41.5

Item 9 Progress Claims

PART FOUR – READ AND KEEP THIS PART

Progress Claims shall be submitted at the end of each month.

Progress Claims and Invoices must be addressed to the Principal's Representative and must clearly state the following information:

- (a) Contract Number;
- (b) Date of Issue
- (c) Date on which the Goods and/or Service or Works was provided;
- (d) Detailed description of Goods and/or Service or Works provided;
- (e) Contractor's ABN or ACN;
- (f) Contractor's contact details;
- (g) Progress Claim or Invoice reference number
- (h) Purchase Order Number (Invoice only);
- (i) Aggregate amount claimed and paid to date in preceding Invoices;
- (j) Discount items; and
- (k) GST inclusive and exclusive amounts.

Item 10 Liquidated Damages

\$398.13 ex GST per day

Item 11 Security

Security shall be provided by the Contractor within 7 days of the Start Date:

- (a) by way of cash or bank bond or bank guarantees in a form satisfactory to the Principal;
- (b) where bank guarantees are required the Contractor shall provide two guarantees, each for half the value of the security; and
- (c) in an amount equal to 10% of the total value of the Contract Price;

Where retention is permitted by the Principal as a form of security, retention shall be by way of 10% of monies payable withheld by the Principal against each invoice until the total retention of 10% of the total value of the Contract price is held.

Item 12 Date of Site Availability

PART FOUR – READ AND KEEP THIS PART

For Possession of Site, refer to Schedule 2 Special Conditions.

Item 13 Framework Agreement

This Contract is not a Framework Agreement

Schedule 2 – Special Conditions

Possession of Site

The Principal will provide Possession of Site once the following items are in place and have been accepted:

- Insurances
- Bank guarantees
- Quality Management Plan
- Safety & Health Management Plan
- Traffic Management Plan

Quality Management Plan

A Quality Management Plan shall be provided for approval by the Shire and MRWA before the Start Date. The Quality Management Plan is to comply with the Technical Specification in **Annexure B**.

Safety and Health Management Plan

A Safety & Health Management Plan shall be provided for approval by the Principal and MRWA before the Start Date. The Safety & Health Management Plan is to comply with the Technical Specification in **Annexure B**.

Traffic Management Plan

A Traffic Management Plan shall be provided by the Contractor for approval by MRWA before the Start Date. The Traffic Management Plan is to comply with the MRWA Traffic Management for Works on Roads Code of Practice.

Seal Design

A seal design shall be prepared by the Contractor and submitted for approval by MRWA.

Clearing Permit

Works to comply with the cleaning permit CPS 9131/1.

Approval to Work Within the Road Reserve

The Contractor shall apply for approval to work within the road reserve in the construction area nominated in Annexure C – Construction Drawings according to the MRWA procedure “Procedure for Seeking Approval to Undertake Works within the Main Roads Reserve – August 2018” before the Start Date.

PART FIVE – COMPLETE AND RETURN THIS PART

PART 5 TENDER FORM

5.1 Tenderer's Offer

The Chief Executive Officer
Shire of Mingenew
21 Victoria Road Mingenew WA 6522

I/We (Registered Entity Name):

of: (Registered Street Address):

Phone:

Fax:

ABN:

ACN:

Email:

In response to this Request for Tender:

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

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

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

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

Signature of authorised signatory of Tenderer:

Name of authorised signatory:

PART FIVE – COMPLETE AND RETURN THIS PART

Authorised signatory position:

Authorised signatory phone:

Authorised signatory postal address:

Authorised signatory email address:

5.2 Tender Documents

Tenderers should submit the following documents:

- This Part 5 (Tender Form); and,
- Tenderer response to Request for Tender including requirements in Part 3 (Specifications).

A Tender may be rejected at the absolute discretion of the Principal if Part 5 is not completed and returned.

A Tender must contain all the information and details required by this Request.

5.3 Evaluation Criteria

5.3.1 Selection Criteria

- (1) Tenders will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal. Although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.
- (2) Additional information requested in Section 5 below will be reviewed during the review process and any anomalies may result in additional information being requested from the Tenderer, and in extreme cases, may result in a rejected tender.

5.3.2 Compliance Criteria

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

PART FIVE – COMPLETE AND RETURN THIS PART

Description of Compliance Criteria	Yes/No
Compliance with the Specification contained in the Request.	Yes/No
Compliance with the Conditions of Tendering.	Yes/No
Compliance with all necessary licences and registrations	Yes/No
Compliance with the Tender Deadline	Yes/No
Compliance with and completion of the Price Schedule	Yes/No

5.3.3 Qualitative Criteria

- (1) In determining the most advantageous quote, the Evaluation Panel will score each Tender against the qualitative criteria.
- (2) Before responding to the following qualitative criteria, Tenderers must note the following:
 - (a) it is essential that Tenders address each qualitative criterion;
 - (b) all information relevant to answers is to be contained within the response to each criterion;
 - (c) respondents are to assume that the Evaluation Panel has no previous knowledge of the respondent's organisation, its activities or experience;
 - (d) respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria;
 - (e) respondents are to address each issue outlined within a qualitative criterion; and
 - (f) failure to provide the specified information may result in elimination from the Tender evaluation process or a low score.
- (3) The qualitative criteria for this Request are as follows:

PART FIVE – COMPLETE AND RETURN THIS PART

Description of Qualitative Criteria	Weighting	Tick if document(s) demonstrating compliance attached
<p>Relevant Experience Demonstrate experience and skill in all aspects of the construction of projects of a similar nature displaying high quality outcomes, with emphasis on provision of works and construction practices as detailed in the Specification.</p> <ul style="list-style-type: none"> • Provide details of each project; • Include photo records and location details of each construction project (if applicable); • Provide the scope of the Tenderer’s involvement including details of outcomes; and • Demonstrate competency and sound judgement. 	15%	<input type="checkbox"/>
<p>Technical Skills and Experience of Key Personnel Demonstrate key personnel’s experience in completing similar works and their skills and experience to be used on this project, including as a minimum:</p> <ul style="list-style-type: none"> • Their role in the performance of the Contract; and • Qualifications. 	5%	<input type="checkbox"/>
<p>Resources Demonstrate the ability to supply and sustain the necessary resources, including:</p> <ul style="list-style-type: none"> • Personnel; • Subcontractors; • Plant, equipment and materials; and • Any contingency measures or back up resources. 	5%	<input type="checkbox"/>
<p>Demonstrated Understanding</p> <ul style="list-style-type: none"> • A project schedule/timeline (where applicable) • The process for the construction of Works (as applicable); • Supply details and provide an outline of your proposed methodology. 	5%	<input type="checkbox"/>

5.4 Price Schedule

5.4.1 Price Considerations

(1) Criteria on which a quantitative assessment shall be made are:

- (a) the lump sum or schedule of rates pricing as required by this Request;

PART FIVE – COMPLETE AND RETURN THIS PART

- (b) rise and fall, if part of this Request; and
 - (c) disbursements, allowances, hourly rates and other costs provided by the Tenderer which may impact on the overall value for money, if part of this Request.
- (2) Where a price is fixed the quantitative criteria shall be assessed against the amount of goods or services provided (where applicable).

The weighted cost criteria for this Request are as follows:

Criteria	Weighting	Tick if Price Schedule attached
Tendered price	70%	<input type="checkbox"/>

5.4.2 Price Basis

All prices for construction of the Works offered under this Request shall be fixed for the term of the Contract from the date of acceptance of the Tender.

5.4.3 GST

- (1) The quoted price for the Work under the Contract should be stated in the following terms:
- (a) Price excluding Goods and Services Tax (GST);
 - (b) Goods and Services Tax amount; and
 - (c) Total price including GST.
- (2) Where no stipulation is made as to GST, the Contract Price shall be deemed to include GST, unless clarification is provided to the Principal by the Tenderer prior to acceptance of Tender.

5.4.4 Prices inclusive

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

PART FIVE – COMPLETE AND RETURN THIS PART

5.5 Additional Information

<p>Organisation Profile</p> <p>Attach a copy of your organisational structure and provide background information on your company and label it Organisation Structure</p> <p>If companies are involved, attach their current ASIC company extracts search including latest annual return and label it “ASIC Company Extracts”</p>	<p>Tick if Attached</p> <p align="center"><input type="checkbox"/></p> <p>Tick if Attached</p> <p align="center"><input type="checkbox"/></p>
<p>Referees</p> <p>Attach details of your referees and label it “Referees”. You should give examples of your work provided for your referees where possible.</p>	<p>Tick if Attached</p> <p align="center"><input type="checkbox"/></p>
<p>Agents</p> <p>Are you acting for another party?</p> <p>If Yes, attach details (including name and address) of your principal and label it “Agents”</p>	<p>Yes / No</p> <p>Tick if Attached</p> <p align="center"><input type="checkbox"/></p>
<p>Trusts</p> <p>Are you acting as a trustee of a trust?</p> <p>If Yes, in an attachment labelled “Trusts”:</p> <p>a) Give the name of the trust and include a copy of the trust deed (and any related documents); and</p> <p>b) If there is no trust deed, provide the names and addresses of beneficiaries.</p>	<p>Yes / No</p> <p>Tick if Attached</p> <p align="center"><input type="checkbox"/></p>
<p>Subcontractors</p> <p>Do you intend to subcontract any of the requirements?</p> <p>If Yes, in an attachment labelled “Subcontractors” provide details of the subcontractor(s) including:</p> <p>a) The name, address and the number of people employed; and</p> <p>b) The requirements that will be subcontracted</p>	<p>Yes / No</p> <p>Tick if Attached</p> <p align="center"><input type="checkbox"/></p>

PART FIVE – COMPLETE AND RETURN THIS PART

<p>Conflicts of Interest</p> <p>Will any actual or potential conflict of interest in the performance of your obligations under this contract exist if you are awarded the contract, or are any such conflicts of interest likely to arise during the Contract?</p> <p>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 and label it “Conflicts of Interest”</p>	<p align="center">Yes / No</p> <p align="center">Tick if Attached</p> <p align="center"><input type="checkbox"/></p>
<p>Health and Safety Instructions to Contractors</p> <p>Do you comply with the Health and Safety Instructions appendix issued with this request?</p>	<p align="center">Yes / No</p>
<p>Financial Position</p> <p>Are you presently able to pay all your debts in full as and when they fall due?</p> <p>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?</p> <p>If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?</p> <p>In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” include an audited profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</p>	<p align="center">Yes / No</p> <p align="center">Yes / No</p> <p align="center">Yes / No</p> <p align="center">Tick if Attached</p> <p align="center"><input type="checkbox"/></p>
<p>Insurances</p> <p>The insurance requirements for this Request are stipulated in the Annexure. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage”. A copy of the Certificate of Currency is to be provided to the Principal within ten (10) days of acceptance.</p>	<p align="center">Tick if Attached</p> <p align="center"><input type="checkbox"/></p>

ANNEXURE A FORMAL INSTRUMENT OF AGREEMENT

ANNEXURES – READ & KEEP THIS PART

Formal Instrument of Agreement

THIS AGREEMENT made this _____ day of _____ 20 .

BETWEEN ('the Contractor') [**Insert Contractor's name**]
[**Insert Contractor's address**]
ABN [**insert Contractor's ABN**]

AND ('the Principal') Shire of Mingenew
21 Victoria Road Mingenew WA 6522
Phone: 9928 1102
Email: enquiries@mingenew.wa.gov.au
ABN: 41 454 990 790

Background

- A. The Principal issued a Request for Tender No. [XX] for the construction of Yandanooka North East Road (Request).
- B. The Contractor submitted a Tender dated [XX] in response to the Request (Tender).
- C. The Principal has accepted the Tender.

Operative Part

NOW THIS AGREEMENT WITNESSES and the parties hereto mutually agree as follows: -

1. Contract Documents

The following documents shall be deemed to form and be read and construed as part of the Contract confirmed by this Agreement:

- (a) the Request including but not limited to:
 - (i) the Conditions of Tendering;
 - (ii) the Specifications;
 - (iii) the General Conditions of Contract; and
 - (iv) the Annexures.
- (b) the Tender including but not limited to the Tender Form.
- (c) this Formal Instrument of Agreement.

Words and expressions used in this Agreement shall have the meaning given to them in the Request, unless otherwise stated.

ANNEXURES – READ & KEEP THIS PART

2. Contractor Obligations

In consideration of the matters agreed by the Principal in this Agreement, the Contractor will complete the Work under the Contract as described in the Request in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe by or on the part of the Contractor those provisions.

3. Principal Obligations

In consideration of matters agreed by the Contractor in this Agreement, the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfill comply with, submit to and observe all provisions, conditions, stipulation's and requirements and all matters and things expressed or shown in or reasonably inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.

4. Obligations joint and several

If any party to this Agreement consists of one or more persons and/or one or more Corporations, or two or more persons and/or two or more corporations, this Agreement shall bind such persons or Corporations (as the case may be) and their respective Executors, Administrators, Successors and Assignees, or permitted Assignees (in the case of the Contractor) jointly and severally and the persons and/or Corporations included in the term "Contractor" or the "Principal" in this Agreement, shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.

5. Entire agreement

This Agreement shall take effect according to its tenor, notwithstanding any prior Agreement in conflict or at variance with it, or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

6. Contractor default

Where the Contractor is unable or fails (for whatever reason except for acts of God or acts of war) to provide and complete the Work under the Contract during the period of this Contract, the Principal reserves the right to engage an independent contractor to have the Work under the Contract completed, and if the cost of the Work under the Contract provided by the independent contractor is more than the original tendered price, then the original Contractor will be debited with such costs.

7. Warranties

Each party represents and warrants to the other party that:

ANNEXURES – READ & KEEP THIS PART

- (a) it has full power and authority to execute the Contract and to perform its obligations under the Contract;
- (b) the Contract has been duly executed by it; and
- (c) the obligations undertaken by it and set out in the Contract are enforceable against it in accordance with their terms.

Executed as a Contract between

The Principal:

**Chief Executive Officer
On behalf of Shire of Mingenew**

The Contractor:

EXECUTED BY [insert company name]
pursuant to Section 127 of the *Corporations Act*.

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary

ANNEXURE B TECHNICAL SPECIFICATION



Technical Specification

Yandanooka North East Road Intersection

Shire of Mingenew

28 July 2021

GHD Pty Ltd | ABN 39 008 488 373



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Project manager	Erin Ashley
Client name	Shire of Mingenew
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Appendices

Appendix A	Safety in Design
Appendix B	Clearing Permit

1. General

This specification shall be read in conjunction with Main Roads Western Australia (Main Roads WA) specifications series 100 to 900, with amendments as listed below. The Main Roads WA specifications are available on the Main Road WA website <https://www.mainroads.wa.gov.au/>

The contents of each individual specification are to be amended as required by the specific amendment to the standard specification as stated in this specification.

1.1 General Conditions of Contract

Please refer to the Request for Tender (RFT) for the general conditions of contract. If any item in the RFT conflicts with any of the items presented in this document, the more stringent requirement will take precedence.

1.2 Specification 100 General Requirements

Refer to Main Road WA Series 100 standard specification and the following amendments.

Annexure 101A Replace all with “**DESCRIPTION OF WORKS.**”

The nature and extent of the works is to be ascertained by reference to the drawings, specification and conditions of contract and the following (but not limited to the following):

1. Clearing existing trees and vegetation works for proposed Yandanooka North East Road Realignment area
2. Removal of existing redundant section of Yandanooka North East Road formation and pavement
3. Rehabilitation of redundant section of Yandanooka North East Road
4. New pavement construction
5. Sealing works
6. Reconstruction of existing shoulder seal approx.. 1.5m wide.
7. Other civil works consisting of the following:
 - Installation of new 1 x 600mm dia culvert – Class 2 RCP at CH 541
 - Installation of new 1 x 1200 x 300mm RCBC at CH 1154 including 15m inlet drain and 30m outlet drain – Type F
 - Installation of new fence along the new cadastral boundary
 - Locally shape table drain and ground on the inside of the sweep to ensure runoff drains to culvert inlet at the new junction (south west).

The contractor’s rates and prices entered in the Bill of Quantities (Price Schedule) shall be deemed to be the full value of the work covered by the item including but not limited to the following:

- Labour and cost in connection therewith
- Supply of goods, material, storage and costs in connection therewith including delivery to site
- Taking delivery of materials, and good supplied by other, unloading, storage and costs associated therewith
- Plant and Costs;
- Temporary works and
- General obligations, liabilities and risks.
- Special Requirements: Refer to RFT document.

Annexure 101B Replace all with “Not Used.”

Annexure 101C Replace all with “**SITE ACCESS**

Boundary defined by the drawings and any other areas advised by the Superintendent during construction.”

Annexure 101D Replace all with “Not Used.”

Annexure 101E Replace all with “Not Used.”

Annexure 101F Replace all with “**PROJECT WORKS SIGNS**

1. The Contractor shall install 3 Project Works signs at locations as advised by the Superintendent.
2. Signs and sign supports shall be fabricated and installed as per Main Roads Western Australia Standard Drawings.
3. All text displayed on the Project Works signs must comply with AS 1744 – Standard alphabets for road signs.
4. The signs and supports must be maintained in good condition for the full period of display.”

ANNEXURE 102A Replace all with “**ROAD REFERENCE MARKING SUMMARY SHEET**

As detailed on the drawings.”

Clause 103.03 Replace all with “Not Used.”

Clause 103.04 Replace all with “Not Used.”

Clause 103.05 Replace all with “Not Used.”

Annexure 103A Replace all with “**CONTRACTORS SITE FACILITIES**

Site facilities and laydown/stockpile areas are to be in areas as designated in the Request for Tender or as directed by the Superintendent. Exact location shall be confirmed with the Superintendent prior to mobilisation.”

Annexure 103B Replace all with “Not Used.”

Annexure 103C Replace all with “Not Used.”

Annexure 103D Insert “1” into box under item 1.

Annexure 106A Replace all with “**RELOCATION / ALTERATION TO SERVICES (BY CONTRACTOR)**

As per the contract drawings.”

Annexure 106B Replace all with “Not Used.”

2. Management Requirements

Refer to the Main Roads WA series 200 specifications as follows:

1. Specification 201 Quality Systems, as of 26/08/2020
2. Specification 202 Traffic Management, as of 27/01/2021
3. Specification 203 Safety and Health Management, as of 20/11/2020
4. Specification 204 Environmental Management Major Works, as of 06/08/2020

and the following amendments to the above standard specifications.

2.1 Specification 201 Quality Systems

No Amendments

2.2 Specification 202 Traffic Management

Refer Main Roads WA Mid West Branch Traffic Control requirements.

Approval of Traffic Management Plan required by Main Roads WA Mid West Branch Traffic Control Officer.

2.3 Specification 203 Safety and Health Management

No change. Also refer to Appendix A for Safety in Design.

2.4 Specification 204 Environmental Management Major Works

The Works Site contains nominated weed species for control and disposal as follows:

Location	Weed species
Generally	Common species associated with a degraded environment. Control shall be as specified in Spec 301 CLEARING.

Insert Clause "**DUST CONTROL**

- The Contractor shall employ construction methods that will keep dust to a minimum. The Contractor shall as required provide for the control of dust such as by watering of the Works and of roads and other areas affected by the work under the Contract.
- The Contractor shall take appropriate action to eliminate dust raised on any temporary driving surface, when this dust constitutes an inconvenience or hazard to workers, road users or nearby residences and/or property."

Insert Clause "**WEED CONTROL**

- The Contractor shall develop, implement and maintain processes and procedures to identify and control declared and invasive weed species within the Contract areas.

3. Earthworks

Refer to the Main Roads WA series 300 specifications as follows:

1. Specification 301 Vegetation Clearing and Demolition, as of 21/10/2019;
2. Specification 302 Earthworks, as of 18/11/2020;
3. Specification 303 Material and Water Sources as of 05/08/2020
4. Specification 304 Revegetation and Landscaping – NOT USED;

and following amendments to the above standard specifications.

3.1 Specification 301 Vegetation Clearing and Demolition

Clause 301.01 Insert “The Contractor must refer to the Clearing Permit (Area Permit Number CPS 9131/1) in the Appendix B for all clearing condition.”

Table 301A.1 Replace all with “**LOCATIONS AND TREATMENT OF VEGETATION TO BE CLEARED**”

Vegetative clearing shall be limited the extents shown on the contract drawings and the above clearing permit.”

Table 301A.2 Replace all with “Not used.”

Table 301A.3 Replace all with “Not used.”

Table 301B.1 Replace all with “Not used.”

Table 301C.1 Replace all with “**NOMINATED STOCKPILE LOCATIONS**”

Contractor to nominate stockpile locations to minimise environmental impacts with Principal's approval.”

Table 301D.1 NOMINATED ONSITE LOCATIONS FOR SPOIL MATERIALS

Replace all with “Contractor to nominate onsite spoil sites to minimise environmental impacts with Principal's approval.”

Table 301D.2 NOMINATED OFF-SITE LOCATIONS FOR SPOIL MATERIALS

Replace all with “Contractor to nominate offsite spoils sites with Principal's approval.”

3.2 Specification 302 Earthworks

Clause 302.26 Replace all with “**General Requirements**”

Blasting, storage of explosives and transportation of explosives is not permitted on this site.”

Clause 302.27 Replace all with “Not used.”

Annexure 302A Replace all with “Not used.”

TABLE 302B.01 Replace all with “Contractor to refer to Main Roads WA Mid West Branch for required fill Information. Approval to be obtained prior to the commencement of works.”

TABLE 302B.02 Replace all with “Contractor to refer to Main Roads WA Mid West Branch for required fill Information. Approval to be obtained prior to the commencement of works.”

”

3.3 Specification 303 Material and Water Sources

Annexure 303A Replace all with “No pits or quarries have been nominated by the Principal. All pits and quarries if required shall be proposed by the contractor and will be subject to the Principal’s approval.”

4. Drainage

Refer to the Main Roads WA series 400 specifications as follows:

1. Specification 402 Surface Drains and Levees, as of 11/11/2019
2. Specification 403 Sub Soil Drains, - NOT USED
3. Specification 404 Culverts, as of 11/12/2020
4. Specification 405 Drainage Structures, – NOT USED
5. Specification 406 Rock Protection, as of 20/09/2017
6. Specification 407 Kerbing, – NOT USED
7. Specification 408 Revetment Mattress– NOT USED
8. Specification 410 Low Strength Infill – NOT USED

and following amendments to the above standard specifications.

4.1 Specification 402 Surface Drains and Levees

No Amendments.

4.2 Specification 404 Culverts

Clause 404A2 2.1 Replace all with “Refer to design drawings”

4.3 Specification 406 Rock Protection

No Amendments.

5. Pavements and Surfacing

Please refer to the Main Roads WA series 500 specifications as follows:

1. Specification 501 Pavements, as of 20/02/2020
2. Specification 502 Stone Mastic Asphalt, - NOT USED
3. Specification 503 Bituminous Surfacing, as of 05/02/2018
4. Specification 504 Asphalt Wearing Course, – NOT USED
5. Specification 505 Segmental Paving, – NOT USED
6. Specification 506 Enrichment Seals – NOT USED
7. Specification 507 Microsurfacing – NOT USED
8. Specification 508 Cold Planing, – NOT USED
9. Specification 509 Polymer Modified Bituminous Surfacing – NOT USED
10. Specification 510 Asphalt Intermediate Course, – NOT USED
11. Specification 511 Materials for Bituminous Treatments as of 24/02/2020
12. Specification 516 Crumb Rubber Open Graded Asphalt, NOT USED

and the following amendments to the above standard specifications.

5.1 Specification 501 Pavements

No amendments.

5.2 Specification 503 Bituminous Surfacing

The Contractor is required to prepare a seal design for approval by Main Roads WA Mid West branch.

TABLE 503C1 replace all with “DESIGN RESPONSIBILITY”

DESIGN RESPONSIBILITY

Seal Type	Location	Design Responsibility
Prime	All Works	Contractor
Primerseal	All Works	Contractor
Seal/Reseal	All Works	Contractor

5.3 Specification 511 Materials for Bituminous Treatments

No amendments.

6. Traffic Facilities

Refer to the Main Roads WA series 600 specifications as follows:

1. Specification 601 Signs, as of 15/02/2021;
2. Specification 602 Guide Posts as of 02/05/2017
3. Specification 603 Safety and Traffic Barrier Systems – NOT USED
4. Specification 604 Pavement Marking, as of 08/11/2016
5. Specification 605 Grab Rails and Bollards – NOT USED
6. Specification 606 Tactile Ground Surface Indicators – NOT USED

and the following amendments to the above standard specifications.

6.1 Specification 601 Signs

No amendments.

6.2 Specification 602 Guideposts

No amendments.

6.3 Specification 604 Pavement Marking

No amendments.

7. Series 700- Not Used

8. Series 800- Not Used

9. Miscellaneous

Refer to the Main Roads WA series 900 specifications as follows:

1. Specification 901 Concrete – General Works, as of 15/06/2018
2. Specification 903 Fencing – as of 29/10/2019
3. Specification 904 Noise Walls – NOT USED
4. Specification 905 Limestone Retaining Walls – NOT USED
5. Specification 908 Anti-Graffiti, – NOT USED ;

and the following amendments to the above standard specifications.

9.1 Specification 901 Concrete – General Works

No amendments.

9.2 Specification 903 Fencing

No amendments.

Appendices

Appendix A

Safety in Design

SAFETY IN DESIGN

Extracted from Greenfield technical Services Design Memo – 23 March 2021:

4.0 SAFETY IN DESIGN

4.1 Design process

4.1.1 Design speed

The nominated design speed through the R=180m curve (Ch 817A-1132A) is 60km/h. The design horizontal geometry has been influenced by the location of the intersection at the end of the curve which requires vehicles to give way to the through traffic on Mingenew Morawa Rd. Adopting larger curves to provide a higher design speed was considered but this would result in higher vehicles speeds on the approach to the intersection, as well as additional land acquisition.

The majority of Yandanooka NE Rd is sealed approx. 4m wide. As there is no posted speed limit, the unrestricted speed limit applies (maximum speed up to 110km/h). Therefore, the 60km/hr design speed for the R=180m curve is less than the maximum expected approach speed of vehicles. There is a hazard associated with horizontal geometry in this section if vehicle speeds exceed 60km/h. This risk is primarily related to the traffic approaching from the west. The risk associated with this hazard is that vehicles may run off the road or veer into the oncoming traffic lane. The traffic approaching from the east will have a much lower speed as they have had to slow down on Mingenew Morawa Rd to approx. 20-30km/h to enable a turn through the intersection.

This hazard could result in personal injury and/or damage to the vehicle. To manage this risk, the design includes:

- T-junction on curve warning sign on the western approach to the curve,
- CAMs on the outside of the curve for westbound traffic
- Painted edgelines for both lanes through the curve
- Double two-way barrier line plus RRPMS along the centreline through the curve

The incorporation of the signs and linemarking results in a residual risk that is considered low.

4.1.2 Pavement width

The GRD Part 3 notes that a vehicle travelling on a curve occupies a greater width of pavement than it does on a straight as the wheels track inside and outside the front, depending on the speed, and the front overhang reduces the clearance between passing and overtaking vehicles. Therefore, the pavement may be widened to maintain the lateral clearance between vehicles equal to the clearance available on straight sections of road.

There is a hazard associated through the curves if the swept path of the 36.5m design vehicle is greater than the seal width. The risk associated with this hazard is that the vehicle swept path may run off the edge of the seal and wear down the shoulder.

This hazard could result in damage to the shoulder and the edge of the seal. Over time, this damage could result in loss of control of the vehicle which could lead to in personal injury and/or damage to the vehicle.

To manage this risk, the design includes seal widening through the curves. For a 36.5m long vehicle, Table 7.13 in the GRD Part 3 nominates widening as follows:

- 0.7m widening per lane for a 180m radius curve
- 0.2m widening per lane for a 750m radius curve

4.1.3 Mingenew Morawa Rd intersection

The vehicles turning in and out of the intersection, and their interaction with the other traffic on Yandanooka NE Rd, represent a hazard. The risk associated with this hazard is vehicles on Mingenew Morawa Rd colliding with vehicles turning in/out of Yandanooka NE Rd which could result in personal injury and/or damage to the vehicles. To manage this risk, the following measures have been included in the design process:

- Measurement of SISD, ASD and SSD to establish that the minimum required amount is provided on both approaches for the associated design speed
- Detailing of linemarking on both approaches on Mingenew Morawa Rd
- Detailing of an intersection warning sign, Give Way sign, sight board and linemarking on the Yandanooka NE Rd approach
- Detailing of the BAR and BAL intersection turning treatments appropriated for the proposed design traffic and the swept paths.

These measures have resulted in a lower residual risk.

4.1.5 Clear zone

A clear zone is defined as the area adjacent to the traffic lane that should be kept free from features that would be potentially hazardous to errant vehicles. The clear zone provides a traversable and recoverable width to allow errant vehicles to get back on the road carriageway in the event they deviate from the normal running surface. The GRD Part 6 states that the minimum clear zone required for this section of Yandanooka NE Rd varies from 3.5m up to 10.4m, however in most sections the clear zone is between 3.5m and 4.5m from the edge of the traffic lane.

Between Ch 0A-100A there is currently vegetation within the clear zone which represents a hazard. There is also a single tree at the end of the right-hand sweep at the intersection which is within the clear zone. The risk associated with this hazard is that vehicles that leave the road formation may crash into this vegetation. This hazard could result in personal injury and/or damage to the vehicle. To manage this risk, these trees have been detailed to be removed.

The design model results in pavement and formation batters, as well as table drains, which are within the clear zone. If batters are detailed too steep, they are not traversable by errant vehicles that leave the carriageway. To manage these risks, the proposed design is based on the following:

- 4:1 fill batters.
- Table drains with a 6:1 front slope and a 4:1 backslope.
Fig 4.18 of the GRD Part 3 details the preferred channel cross sections for v-drains and a 4:1 backslope with a 6:1 foreslope falls inside the desirable zone. The GRD Part6 notes that these preferable drain designs are not considered hazardous as they are considered traversable. As such, they need not be constructed beyond the area of interest.
- 3:1 cut batters in large cut sections have been located outside the clear zone.

4.2 Construction process

The road construction process will contain various common construction hazards which have risks associated with damage to persons, plant and property. No unique construction risks associated with

the design of the proposed Yandanooka NE Rd have been identified during the design process. The common construction hazards will need to be identified and managed through the construction contractor's project planning and onsite safety processes.

SAFETY IN DESIGN - Continued

Table 1 Construction Risk

Identified Safety Risk & Current Risk Exposure						Proposed Treatment & Residual Risk Exposure					Residual Risk	
Ref	Risk Description	Existing Controls	Likelihood	Consequence	Severity Rating	Proposed Control	Likelihood	Consequence	Severity Rating	Responsibility	Residual Risk	Action Required
1	<p>Risk: Injury during construction of facilities</p> <p>Cause: Normal construction activities including manual lifting, craneage, excavations, power tools, electrical works etc.</p> <p>Consequence: Potential hospitalization of workers</p>	Contractor's normal responsibility	Possible	Moderate	Moderate	To be covered in Construction Risk Assessment Workshop and other Contractor work method statements and the like	Possible	Moderate	Moderate	Main Contractor	Unchanged	To be covered in Construction Risk Assessment Workshop and other Contractor work method statements and the like

Appendix B

Clearing Permit



Mr Nils Hay
Chief Executive Officer
Shire of Mingenew
PO Box 120
MINGENEW WA 6522

via email: ceo@mingenew.wa.gov.au

Dear Mr Hay,

APPLICATION TO CLEAR NATIVE VEGETATION UNDER THE ENVIRONMENTAL PROTECTION ACT 1986 – CLEARING PERMIT CPS 9131/1 GRANTED

I refer to The Shire of Mingenew's application for a permit under section 51E(1) of the *Environmental Protection Act 1986* (the EP Act), to clear 0.035 hectares of native vegetation within Mingenew-Morawa Road (PIN 11459987) and Yandanooka North-East Road (PIN 11460000), Mount Budd for the purpose of road intersection upgrades. The application was received by the Department of Water and Environmental Regulation (DWER) on 2 December 2020 and assigned the reference CPS 9131/1.

The Delegated Officer has assessed the application and determined that a clearing permit be granted under section 51E(5) of the EP Act. This permit authorises the permit holder to clear native vegetation, subject to the terms, conditions, and restrictions specified.

A copy of the permit and the associated decision report are attached to this notification, and are now also available on DWER's website (at <https://www.der.wa.gov.au/our-work/clearing-permits/clearing-permits-available-for-public-appeal>) for the public to view, as required under regulation 8 of the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*.

Please read the conditions on the permit carefully and note that there are penalties for non-compliance with those conditions. If you wish to discuss this permit and/or its conditions, please contact DWER.

Subject to compliance with any pre-clearing conditions on the permit, clearing must not be undertaken before the permit duration commencement date stated on the permit.

Please also note that in undertaking the clearing authorised under this permit, the permit holder must have regard to avoiding clearing, minimising clearing, and reducing the impacts of clearing on any environmental value.

If the Shire of Mingenew are aggrieved by any of the conditions of the permit, an appeal may be lodged with the Minister for Environment, via the Office of the Appeals Convenor. If lodging an appeal, it must be in writing, setting out the grounds of the appeal, and be received within 21 calendar days of being notified of the decision. For further information or to lodge an appeal, please contact the Office of the Appeals (see contact details below):

Office of the Appeals Convenor
Level 22 Forrest Centre
221 St George's Terrace, PERTH WA 6000
Tel: 6364 7990 Fax: 6364 7999
Email: admin@appealsconvenor.wa.gov.au
Website: www.appealsconvenor.wa.gov.au

Note that third parties may also appeal against the grant of this permit or its conditions. Please note that, while an appeal is lodged by a third party is under consideration:

- if the appeal is against the grant of this permit, then under section 101A(9) of the EP Act, the permit is deemed not to have been granted and clearing cannot commence until the appeal is determined; and
- if the appeal is regarding a condition(s) of the permit, then under section 101A(6), the permit continues to have effect and clearing can commence in accordance with the conditions of the permit.

For more information about complying with your permit to clear native vegetation, please refer to *Fact Sheet 4: Complying with your clearing permit* found at: <https://www.der.wa.gov.au/our-work/clearing-permits/49-fact-sheets>.

Compliance with the terms, conditions, or restrictions of this permit does not absolve the permit holder from responsibility for compliance with the requirements of all Commonwealth, State, and local government legislation.

If you have any queries, please contact the Environmental Officer, as listed above.

Yours sincerely

Ryan Mincham
MANAGER
NATIVE VEGETATION REGULATION

*Officer delegated under section 20
of the Environmental Protection Act 1986*

29 April 2021

Attached: Clearing permit (CPS 9131/1)
Decision report for CPS 9131/1



CLEARING PERMIT

Granted under section 51E of the Environmental Protection Act 1986

PERMIT DETAILS

Area Permit Number: CPS 9131/1
File Number: DWERVT7077
Duration of Permit: From 22 May 2021 to 22 May 2023

PERMIT HOLDER

Shire of Mingenew

LAND ON WHICH CLEARING IS TO BE DONE

Mingenew-Morawa Road Reserve (PIN 11459987)
Yandanooka North-East Road Reserve (PIN 11460000)

AUTHORISED ACTIVITY

The permit holder must not clear more than 0.035 hectares of native vegetation within the areas cross-hatched yellow in Figure 1 of Schedule 1.

CONDITIONS

1. Avoid, minimise, and reduce impacts and extent of clearing

In determining the native vegetation authorised to be cleared under this permit, the permit holder must apply the following principles, set out in descending order of preference:

- (a) avoid the clearing of native vegetation;
- (b) minimise the amount of native vegetation to be cleared; and
- (c) reduce the impact of clearing on any environmental value.

2. Weed management

When undertaking any clearing authorised under this permit, the permit holder must take the following measures to minimise the risk of introduction and spread of *weeds*:

- (a) clean earth-moving machinery of soil and vegetation prior to entering and leaving the area to be cleared;

- (b) ensure that no known weed-affected soil, *mulch*, *fill*, or other material is brought into the area to be cleared; and
- (c) restrict the movement of machines and other vehicles to the limits of the areas to be cleared.

3. Records that must be kept

The permit holder must maintain records relating to the listed relevant matters in accordance with the specifications detailed in Table 1.

Table 1: Records that must be kept

No.	Relevant matter	Specifications
1.	In relation to the authorised clearing activities generally	<ul style="list-style-type: none"> (a) the species composition, structure, and density of the cleared area; (b) the location where the clearing occurred, recorded using a Global Positioning System (GPS) unit set to Geocentric Datum Australia 1994 (GDA94), expressing the geographical coordinates in Eastings and Northings; (c) the date that the area was cleared; (d) the size of the area cleared (in hectares); (e) actions taken to avoid, minimise, and reduce the impacts and extent of clearing in accordance with condition 1 of this permit; and (f) actions taken to minimise the risk of the introduction and spread of weeds in accordance with condition 2 of this permit.

4. Reporting

The permit holder must provide to the *CEO* the records required under condition 3 of this permit when requested by the *CEO*.


DEFINITIONS

In this permit, the terms in Table have the meanings defined.

Table 2: Definitions

Term	Definition
CEO	Chief Executive Officer of the department responsible for the administration of the clearing provisions under the <i>Environmental Protection Act 1986</i> .
clearing	has the meaning given under section 3(1) of the EP Act.
condition	a condition to which this clearing permit is subject under section 51H of the EP Act.
department	means the department established under section 35 of the <i>Public Sector Management Act 1994</i> (WA) and designated as responsible for the administration of the EP Act, which includes Part V Division 3.
EP Act	<i>Environmental Protection Act 1986</i> (WA)
fill	means material used to increase the ground level, or to fill a depression.
mulch	means the use of organic matter, wood chips or rocks to slow the movement of water across the soil surface and to reduce evaporation.
native vegetation	has the meaning given under section 3(1) and section 51A of the EP Act.
weeds	means any plant – (a) that is a declared pest under section 22 of the <i>Biosecurity and Agriculture Management Act 2007</i> ; or (b) published in a Department of Biodiversity, Conservation and Attractions species-led ecological impact and invasiveness ranking summary, regardless of ranking; or (c) not indigenous to the area concerned.

END OF CONDITIONS


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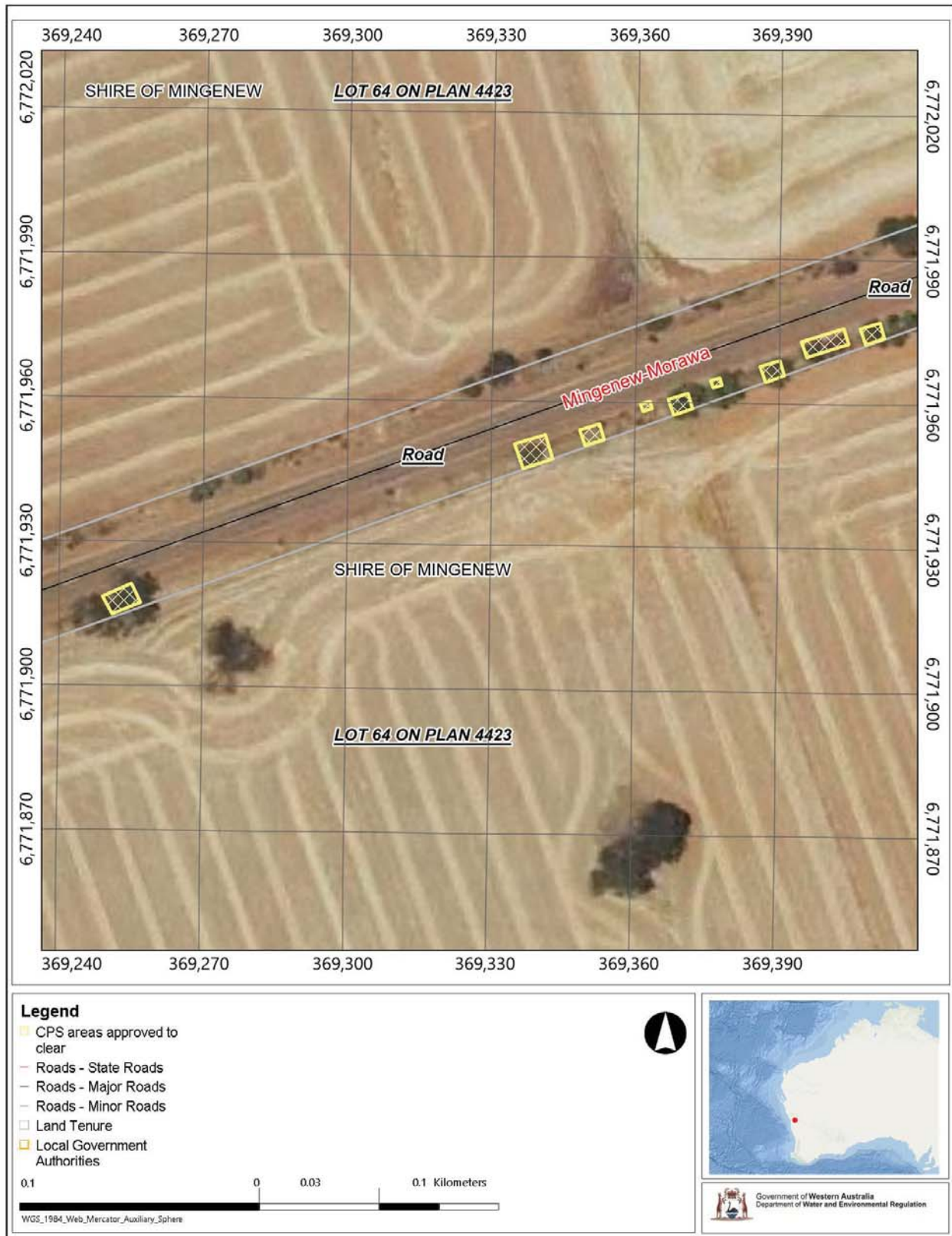
Ryan Mincham
MANAGER
NATIVE VEGETATION REGULATION

*Officer delegated under Section 20
of the Environmental Protection Act 1986*

29 April 2021

SCHEDULE 1

The boundary of the area authorised to be cleared is shown in the maps below.



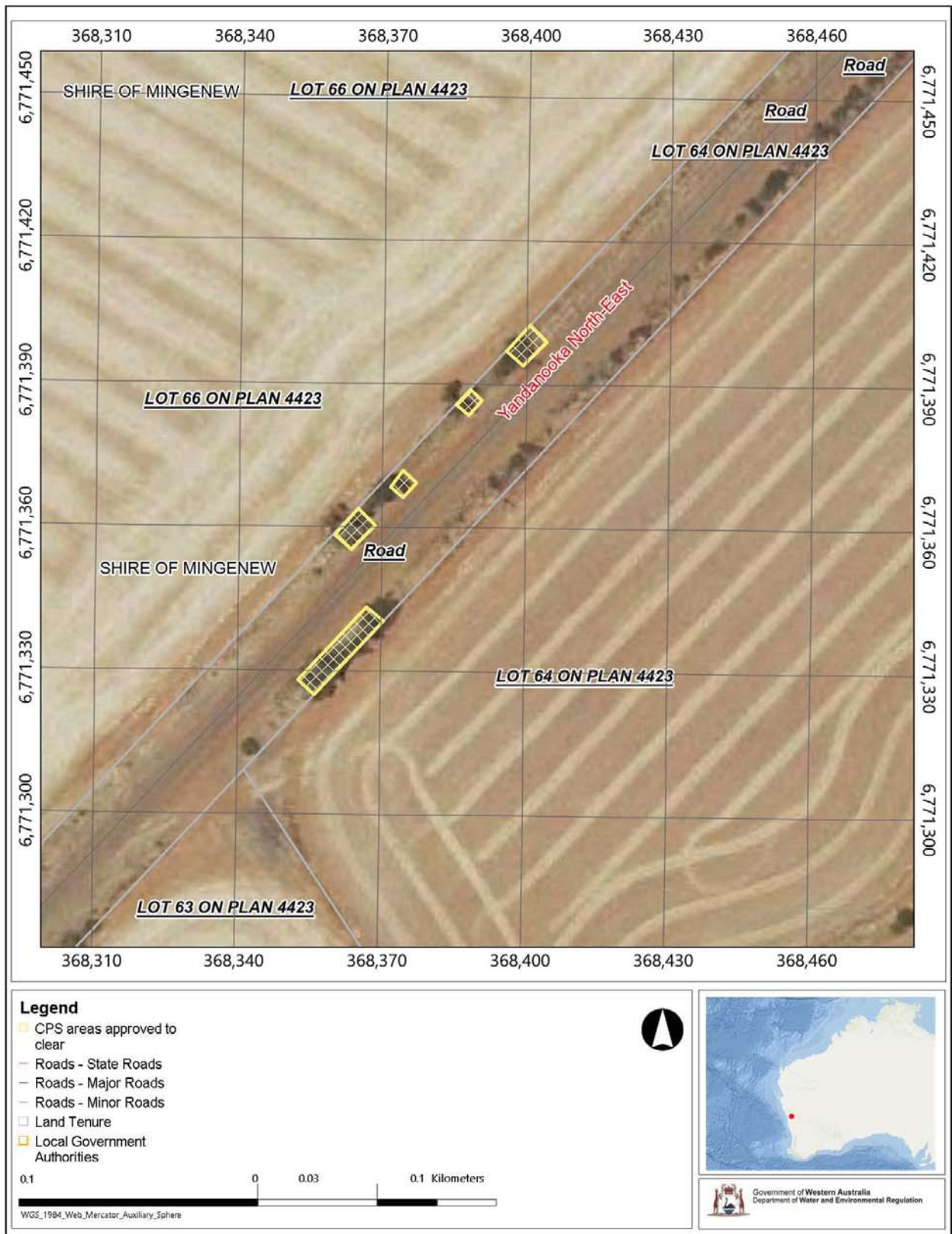


Figure 1: Maps of the boundary of the area within which clearing may occur



1 Application details and outcome

1.1. Permit application details

Permit number:	CPS 9131/1
Permit type:	Area permit
Applicant name:	Shire of Mingenew
Application received:	2 December 2020
Application area:	0.035 hectares of native vegetation
Purpose of clearing:	Road intersection upgrades
Method of clearing:	Mechanical
Property:	Mingenew-Morawa Road reserve (PIN 11459987) Yandanooka North-East Road reserve (PIN 11460000)
Location (LGA area/s):	Shire of Mingenew
Localities (suburb/s):	Mount Budd

1.2. Description of clearing activities

The vegetation proposed to be cleared is 0.035 hectares of native vegetation distributed across 14 separate areas for the purpose of road intersection upgrades. (see Figure 1, Section 1.5).

1.3. Decision on application

Decision:	Granted
Decision date:	29 April 2021
Decision area:	0.035 hectares of native vegetation, as depicted in Section 1.5, below.

1.4. Reasons for decision

This clearing permit application was submitted, accepted, assessed and determined in accordance with sections 51E and 51O of the *Environmental Protection Act 1986* (EP Act). The Department of Water and Environmental Regulation (DWER) advertised the application for 21 days and no submissions were received.

In making this decision, the Delegated Officer had regard for the site characteristics (see Appendix C), relevant datasets (see Appendix H.1), the clearing principles set out in Schedule 5 of the EP Act (see Appendix D), relevant planning instruments and any other matters considered relevant to the assessment (see Section 3). The Delegated Officer also took into consideration this clearing is in relation to road safety improvements.

Assessment of this application identified:

- the potential introduction and spread of weeds into adjacent vegetation, which could impact on the quality of the adjacent vegetation and its habitat values; and
- the application area comprises native vegetation in an area that has been extensively cleared.

After consideration of the available information, the Delegated Officer determined the proposed clearing is unlikely to have long-term adverse impacts on environmental values. The Delegated Officer decided to grant a clearing permit subject to conditions to:

- avoid, minimise to reduce the impacts and extent of clearing; and
- implementation of hygiene measures to minimise the risk of the introduction and spread of weeds

1.5. Site maps

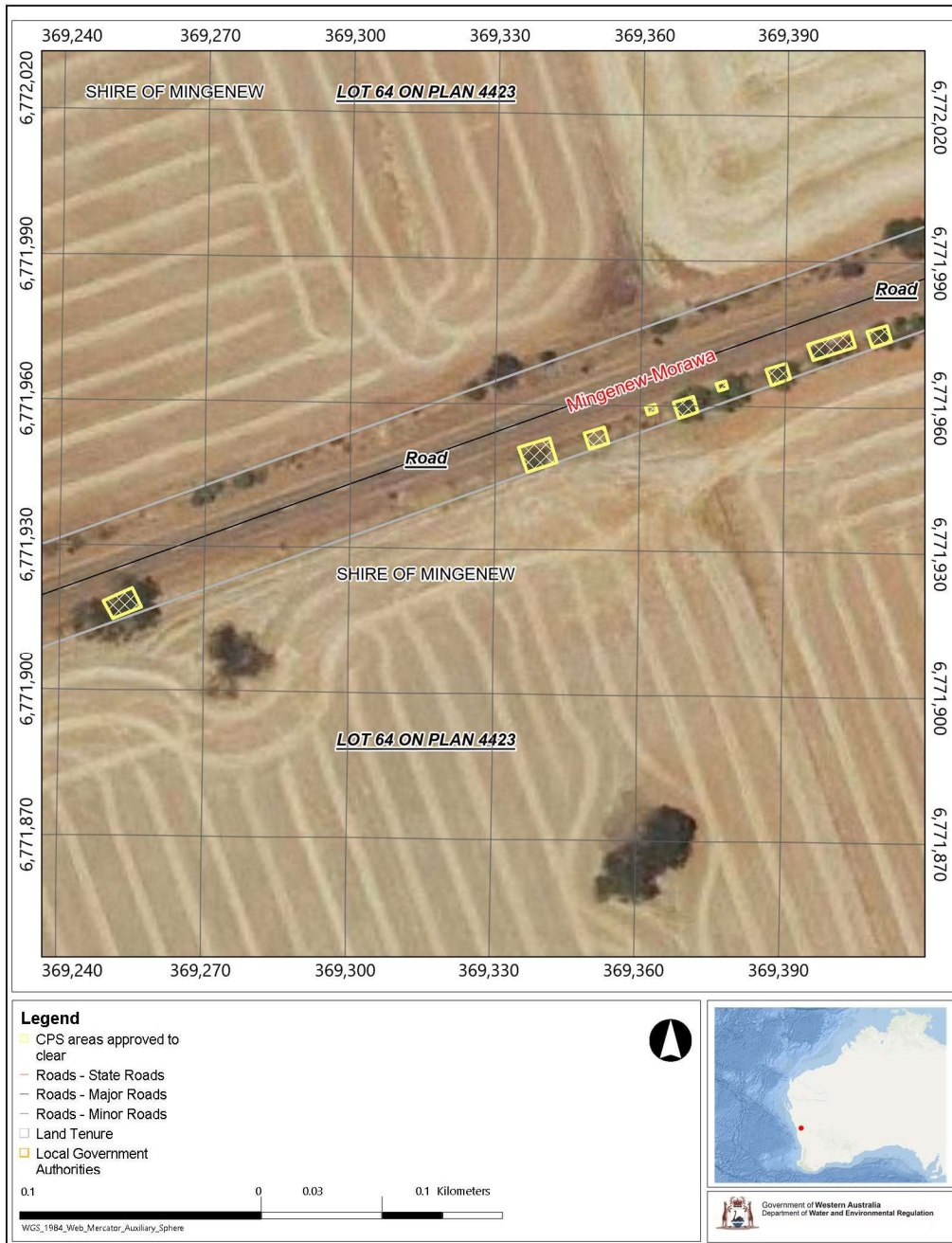


Figure 1: Map of the application area. The areas cross-hatched yellow indicate the areas authorised to be cleared under the granted clearing permit.

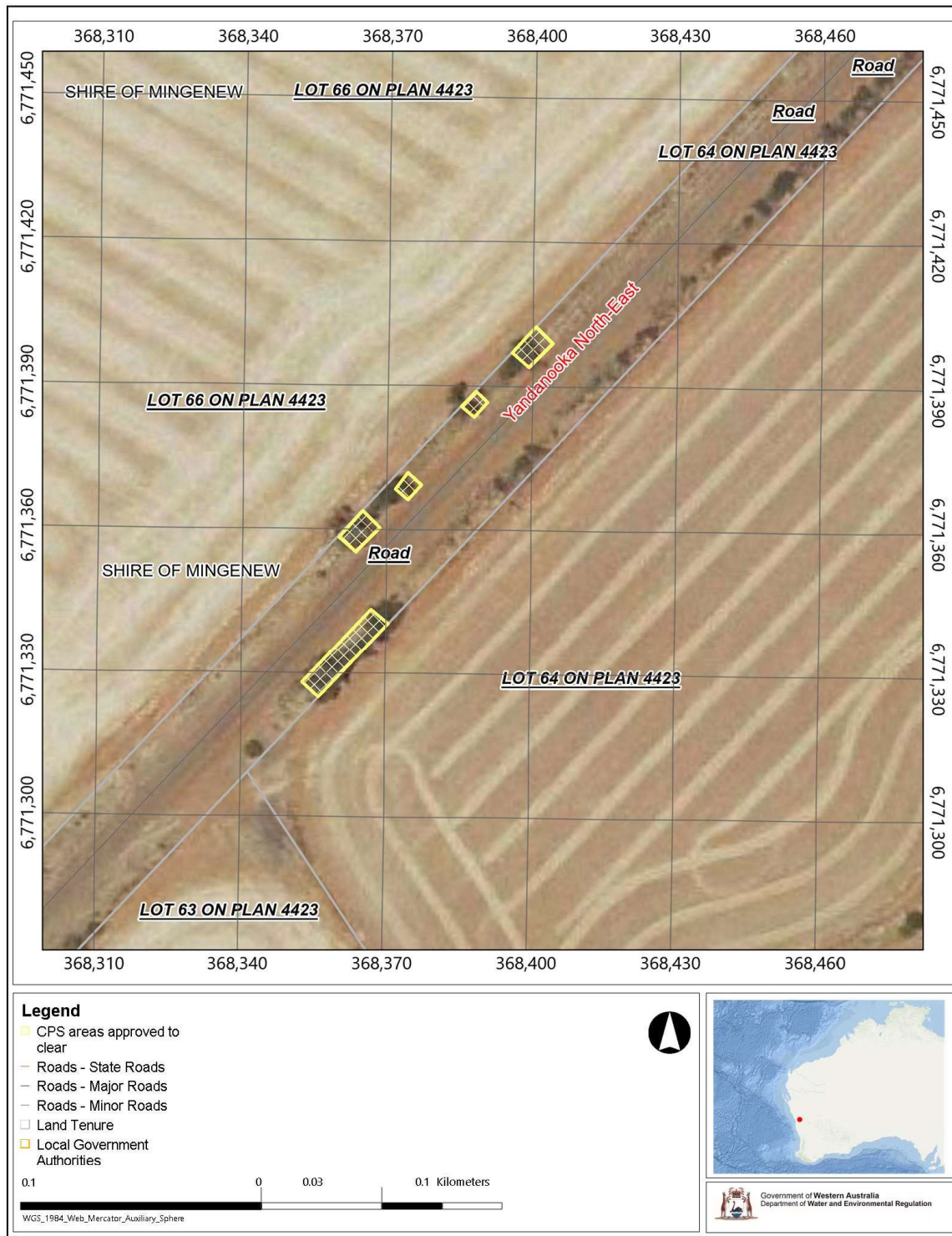


Figure 2: Map of the application area. The areas cross-hatched yellow indicate the areas authorised to be cleared under the granted clearing permit.

2 Legislative context

The clearing of native vegetation in Western Australia is regulated under the EP Act and the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004* (Clearing Regulations).

In addition to the matters considered in accordance with section 51O of the EP Act (see Section 1.4), the Delegated Officer has also had regard to the objects and principles under section 4A of the EP Act, particularly:

- the precautionary principle
- the principle of intergenerational equity
- the principle of the conservation of biological diversity and ecological integrity.

Other legislation of relevance for this assessment include:

- *Biodiversity Conservation Act 2016* (WA) (BC Act)
- *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (EPBC Act)

The key guidance documents which inform this assessment are:

- *A guide to the assessment of applications to clear native vegetation* (DER, December 2013)
- *Procedure: Native vegetation clearing permits* (DWER, October 2019)

3 Detailed assessment of application

3.1. Avoidance and mitigation measures

The applicant has advised that the intersection design chosen utilises minimal clearing in the design while still improving road safety and visibility (see Appendix F.).

The applicant has engaged a supervising contractor to manage the construction of the road upgrades and plans to implement works during the winter period which will mitigate potential wind erosion risks (Applicant, 2021).

3.2. Assessment of impacts on environmental values

In assessing the application, the Delegated Officer has had regard for the site characteristics (see Appendix C) and the extent to which the impacts of the proposed clearing present a risk to biological, conservation, land and water resource values.

The assessment against the clearing principles (see **Error! Reference source not found.**) identified that the impacts of the proposed clearing would result in the removal of a small amount of vegetation within an area which had been extensively cleared. The consideration of these impacts, and the extent to which they can be managed through conditions applied in line with sections 51H and 51I of the EP Act, is set out below.

3.2.1. Significant remnant vegetation - Clearing Principle (e)

Assessment

The application area is mapped within the Avon Wheatbelt bioregion and the Mingenew 354 vegetation association which retain 18.51% and 11.36% respectively. The local area (20-kilometre radius from the centre of the area proposed to be cleared) retains approximately 17.7% of the original native vegetation cover. These figures are inconsistent with national objectives of 30% of biodiversity conservation.

The surrounding landscape has been extensively cleared with the land immediately adjacent to the application area consisting of cleared agricultural land. There are small, scattered areas of mapped remnant vegetation near the application area, the closest of which is approximately 250 m north east. The proposed clearing consists of 14 separate parcels across two locations. Vegetation is present along the roadside in between these locations (see Figures 2 and 3) and vegetation is to be retained within the road reserve within close proximity to the application areas.



Figure 3: Aerial imagery of the “Western Area” showing retention of roadside vegetation along Yandanooka North-East Road and the numerous small clearing areas.

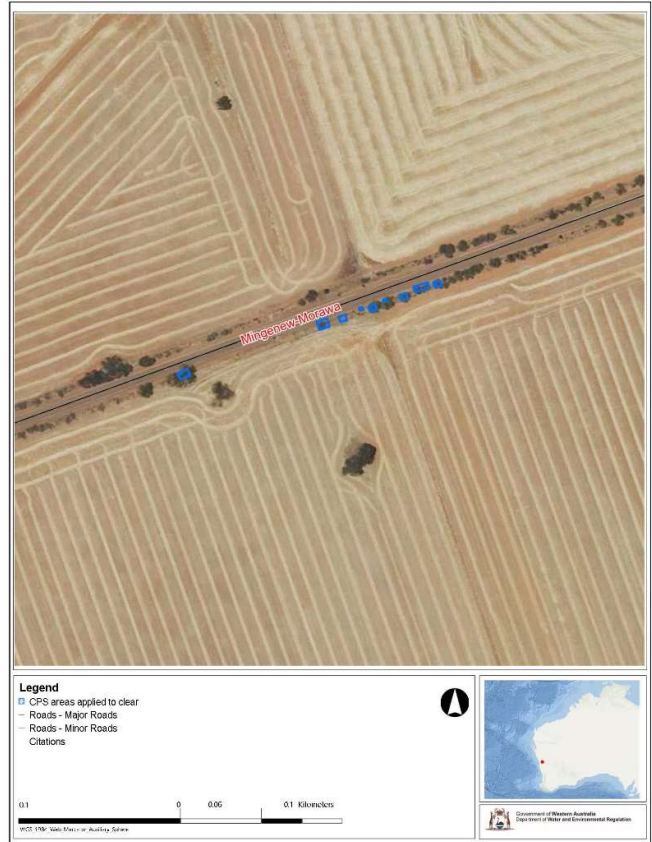


Figure 4: Aerial imagery of the “Eastern Area” showing retention of roadside vegetation along Mingenew-Morawa Road and the numerous small clearing areas.

Mapped remnant vegetation is present within the local area with remnants located 250 – 500 m from the application area (see Figure 5). It is unlikely the vegetation proposed to be cleared provides significant functionality as an ecological linkage given the retention of vegetation within the road reserve and the proximity to mapped remnant vegetation.

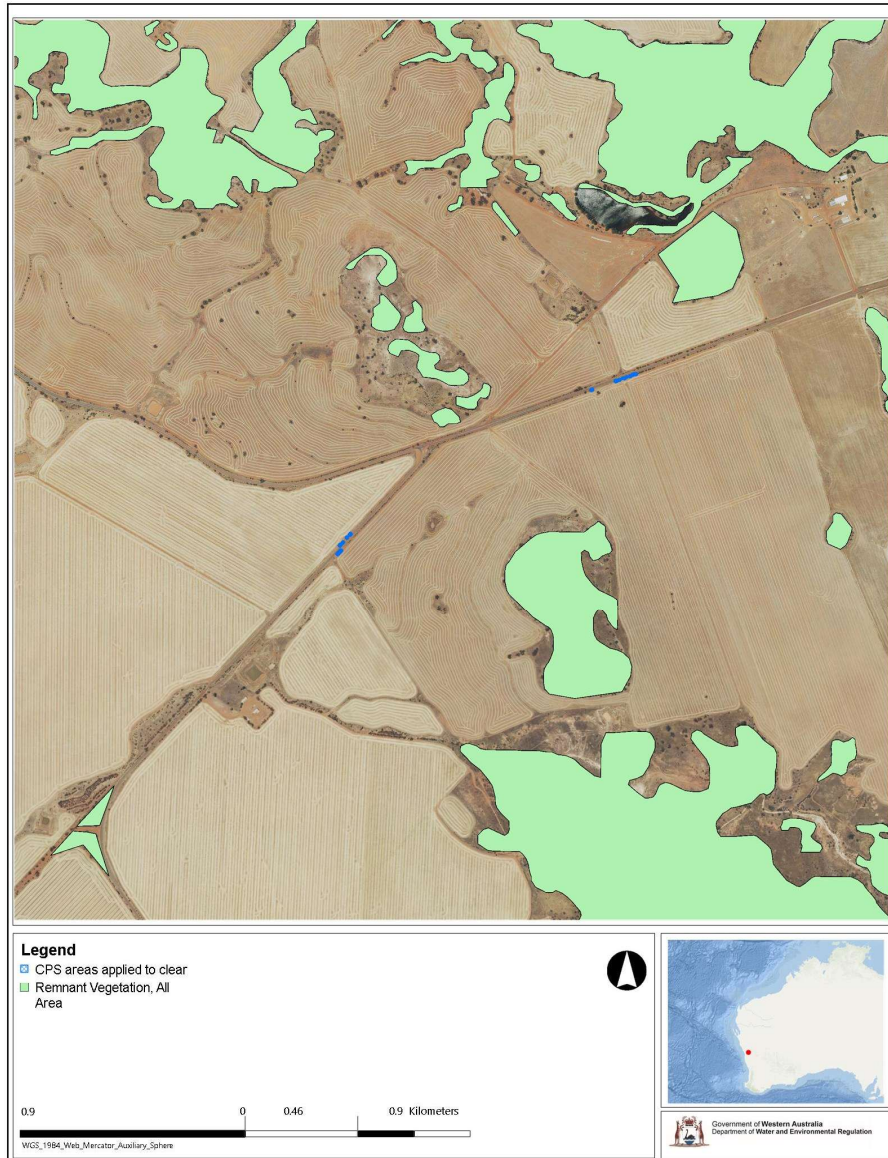


Figure 5: Aerial imagery showing the extent of mapped remnant vegetation in proximity of the application areas.

Usage of vegetation by Black Cockatoos

The application areas are not located within known distribution areas for Forest Red-tailed Black Cockatoos (*Calyptorhynchus banksii*) or Baudin's Black Cockatoo (*C. baudinii*) (DSEWPaC 2012). The nearest known Forest Red-tailed Black Cockatoo breeding location is found approximately 26 km away.

The areas proposed to be cleared are within the mapped breeding range of Carnaby's Black Cockatoo (*C. latirostris*), with the nearest confirmed breeding location approximately 39 km from the application area. The nearest confirmed roost is located approximately 35 km away and the nearest unconfirmed roost is approximately 32 km away. Assessment of the photographs supplied by the applicant (see Appendix F) indicate that the trees proposed to be cleared are not of sufficient size to be utilised by *C. latirostris* for breeding and no visible hollows were observed. Given the small scale of the proposed clearing and that the application areas are not located within a 6-12 km radius of a nesting site or 6 km radius of a night roost, it unlikely the vegetation proposed to be cleared comprises a

significant foraging resource for Black Cockatoos, particularly given the extent of mapped remnant vegetation surrounding the application area (DSEWPaC 2012).

Conclusion

Based on the above assessment, despite the vegetation extent within the local area being below the national retention target of 30%, the vegetation proposed to be cleared is not considered significant as it is not likely to be utilised by fauna of conservation significance, in particular *C. latirostris*. The vegetation proposed to be cleared is not likely to serve a significant linkage function due to small scale of the clearing, presence of remnant vegetation near the clearing area, and the retention of vegetation within the road reserve (see Figures 2, 3, and 4). The vegetation retained between clearing areas will continue to act as a stepping-stone for fauna transition between mapped remnants north and south of the application area (see Figures 3 and 4), maintaining any potential linkage function.

Conditions

No conditions required.

3.3. Relevant planning instruments and other matters

The Shire of Mingenew advised DWER that local government approvals are not required, and that the proposed clearing is consistent with the Shire's Local Planning Scheme.

Main Roads Western Australia has provided in principle support for the Shire of Mingenew to undertake the clearing as per this application.

There are no Aboriginal Sites of Significance within close proximity, or intersected by the application areas.

End

Appendix A. Additional information provided by applicant

Summary of comments	Consideration of comment
Shire of Mingenew provided photographs of the area proposed to be cleared.	Assessment of the photographs was undertaken to determine the species composition and vegetation condition of the application area (see Appendix C).

Appendix C. Site characteristics

C.1. Site characteristics

Characteristic	Details
Local context	<p>The areas proposed to be cleared comprise 0.035 ha of isolated patches of native vegetation in the intensive land use zone of Western Australia. They are surrounded by cleared agricultural land in the immediate vicinity with areas of native vegetation scattered throughout the local area. The proposed clearing areas are small, isolated remnants on roadsides in a highly cleared landscape.</p> <p>Spatial data indicates the local area (20-kilometre radius from the centre of the area proposed to be cleared) retains approximately 17.7 per cent of the original native vegetation cover.</p>
Ecological linkage	<p>The application area does not form part of any formal mapped linkage, however, due to the extensively cleared landscape, the vegetation may contribute to informal linkage functionality. The application areas are small and scattered with vegetation retained in between them. This retention of vegetation serves to retain any potential linkage function.</p> <p>Remnant vegetation is mapped to the north and south of the application areas.</p>
Conservation areas	The application area does not intersect any conservation areas. The local area contains 53 reserves, three of which are "Class A". The nearest "Class A" reserve is located 16.5 km from the application area
Vegetation description	<p>Photographs supplied by the applicant indicate the vegetation within the proposed clearing area consists of <i>Acacia</i> sp., York Gum, and exotic grass species. Representative photos are available in F.</p> <p>This is broadly consistent with the mapped vegetation types:</p> <ul style="list-style-type: none"> Avon Wheatbelt – Mingenew System 354, which is described as: Shrublands; jam and <i>Acacia rostellifera</i> (+ hakea) scrub with scattered York Gum (Shepherd et al, 2001) <p>The mapped vegetation type retains approximately 11.36 per cent of the original extent (Government of Western Australia, 2019).</p>
Vegetation condition	<p>Photographs supplied by the applicant indicate the vegetation within the proposed clearing area is in Degraded to Completely Degraded (Keighery, 1994) condition, described as:</p> <ul style="list-style-type: none"> Degraded: Basic vegetation structure severely impacted by disturbance. Scope for regeneration but not to a state approaching good condition without intensive management. For example, disturbance to vegetation structure caused by very frequent fires, the presence of very aggressive weeds, partial clearing, dieback and/or grazing. Completely Degraded: The structure of the vegetation is no longer intact and the area is completely or almost completely without native species. These areas are often described as 'parkland cleared' with the flora comprising weed or crop species with isolated native trees or shrubs.

Characteristic	Details
	The full Keighery (1994) condition rating scale is provided in Appendix E. Representative photos are available in F.
Climate	Rainfall: 400 mm Evapotranspiration: 400 mm
Topography	The elevation of the application areas ranges from 230 m AHD in the eastern application areas to approximately 250 m AHD in the western application areas.
Soil description	The soil across the application areas is mapped as: <ul style="list-style-type: none"> • 226Mb_4 (Mount Budd 4 Subsystem) described as gently inclined foot slopes with red, grey, and pale-yellow sands and gradational red sands. • 226Mb_2 (Mount Budd 2 Subsystem) described as gently to moderately inclined upper foot slopes, eroded sandy loam duplex soils and rocky loams.
Land degradation risk	<ul style="list-style-type: none"> • <3% of map unit has a moderate to high flood risk • <3% of map unit has a moderate to high salinity risk or is presently saline • 50-70% of map unit has a high to extreme phosphorous export risk • <3% of map unit has a high to extreme phosphorous export risk • 10-30% of map unit has a high subsurface acidification risk or is presently acid • >70% of map unit has a high subsurface acidification risk or is presently acid • 10-30% of map unit has a high to extreme water erosion risk • <3% of map unit has a high to extreme water erosion risk • >70% of map unit has a high to extreme wind erosion risk • <3% of map unit has a high to extreme wind erosion risk
Waterbodies	The desktop assessment and aerial imagery indicated that no watercourses, waterbodies or wetlands transect the area proposed to be cleared. A large man-made dam and the Lockier River are located approximately 520 m from one of the clearing application areas.
Hydrogeography	The application area is located in the Gascoyne Groundwater Area, proclaimed under section 26B (1) of the <i>Rights in Water and Irrigation Act 1914</i> . The Priority 2 Mingenew Water Reserve is located within the local area, approximately 16.5 km from the application area.
Flora	The local area contains 177 records from 53 flora species of conservation significance. Of these records, 11 species occur on the same soil type as the application area, of which one species is classified as “threatened” The closest conservation significant flora record is the Priority 4 <i>Lepidobolus densus</i> located approximately 1.1 km from the application area. Photos provided by the applicant indicate and abundance of exotic grasses within the application area.
Ecological communities	The local area contains 140 records of Threatened or Priority Ecological Communities. The closest record to the application area is a mapped area of Eucalypt woodlands of the Western Australian Wheatbelt located approximately 10.5 km away. The application area does not intersect any TECs or PECs.
Fauna	The local area contains 17 records of 5 fauna species of conservation significance. The nearest record to the application area is of <i>Idiosoma arenaceum</i> (Geraldton Sandplain Shield-backed Trapdoor Spider) located approximately 2.2 km away. The species with the most records within the local area is the <i>Leipoa ocellata</i> (Malleefowl) with 9 records.

C.2. Vegetation extent

	Pre-European extent (ha)	Current extent (ha)	Extent remaining (%)	Current extent in all DBCA managed land (ha)	Current proportion (%) of pre-European extent in all DBCA managed land
IBRA bioregion*					
Avon Wheatbelt	9,517,109.95	1,761,187.42	18.51	174,980.68	1.84
IBRA bioregion system*					
Avon Wheatbelt - Mingenew	96,515.33	12,915.64	13.38	894.77	0.93
Vegetation association within IBRA system*					
Avon Wheatbelt – Mingenew Vegetation Association 354	91,099.79	10,352.71	11.36	894.77	0.98

*Government of Western Australia (2019a)

C.3. Flora analysis table

Species name	Conservation status	Suitable habitat features? [Y/N]	Suitable vegetation type? [Y/N]	Suitable soil type? [Y/N]	Distance of closest record to application area (km)	Number of known records (Local Area)	Are surveys adequate to identify? [Y, N, N/A]
<i>Acacia lanceolata</i>	P3	N	N	Y	2.9	9	N/A
<i>Babingtonia fascifolia</i>	P1	N	N	Y	4.8	6	N/A
<i>Calyrix purpurea</i>	P2	Y	N	Y	5.3	3	N/A
<i>Lepidobolus densus</i>	P4	N	N	Y	1.1	4	N/A
<i>Pityrodia viscida</i>	P4	N	N	Y	7.1	4	N/A
<i>Rhodanthe sp. Yuna</i>	P3	N	N	Y	6.7	2	N/A
<i>Schoenia filifolia subsp. subulifolia</i>	EN	N	N	Y	5.0	11	N/A
<i>Scholtzia brevistylis subsp. brevistylis</i>	P1	N	N	Y	5.8	7	N/A
<i>Tricoryne soullierae</i>	P1	N	N	Y	5.6	3	N/A
<i>Vittadinia circularis var. occidentalis</i>	P1	Y	N	Y	4.8	2	N/A
<i>Wurmbea tubulosa</i>	T	N	N	Y	10.1	8	N/A

T: threatened, CR: critically endangered, EN: endangered, VU: vulnerable, P: priority

C.4. Fauna analysis table

Species name	Conservation status (State)	Suitable vegetation type? [Y/N]	Suitable habitat features? [Y/N]	Distance of closest record to application area (km)	Number of known records (Local Area)
<i>Idiosoma arenaceum</i>	P3	Y	N	2.5	4
<i>Cyclodomorphus branchialis</i>	VU	-	-	17	1
<i>Leipoa ocellata</i>	VU	Y	N	7.8	9
<i>Falco peregrinus</i>	OS	-	-	12.7	2
<i>Aspidites ramsayi</i>	P1	-	-	20	1

T: threatened, CR: critically endangered, EN: endangered, VU: vulnerable, P: priority, OS: other specially protected species

C.5. Ecological community analysis table

Community name	Conservation status (Commonwealth)	Conservation Status (State)	Suitable habitat features ? [Y/N]	Suitable vegetation type? [Y/N]	Suitable soil type? [Y/N]	Distance of closest record to application area (km)	Number of known records (local area)
Eucalypt woodlands of the Western Australian Wheatbelt	CR	P3	Y	Y	Y	10.5	139
Plant assemblages of the Billeranaga System as originally described in Beard 197)	-	VU	N	N	N	14.3	1

T: threatened, CR: critically endangered, EN: endangered, VU: vulnerable, P: priority

Appendix D. Assessment against the clearing principles

Assessment against the clearing principles	Variance level	Is further consideration required?
Environmental value: biological values		
<p><u>Principle (a):</u> "Native vegetation should not be cleared if it comprises a high level of biodiversity."</p> <p><u>Assessment:</u></p> <p>The area proposed to be cleared does not contain significant flora, fauna, habitats or assemblages of plants. The application areas do not intersect and are not within close proximity to any Threatened Ecological Communities listed under the EPBC Act, or Priority Ecological Communities listed under the BC Act. The application areas are degraded to completely degraded, have minimal to no understorey vegetation, a high abundance of exotic species and are highly disturbed. The vegetation and/or habitat features of the application areas are not conducive for the occurrence of conservation significant flora that occur in the local area.</p> <p>Based on the above, it is highly unlikely that any species of conservation significance have a dependency on habitat within the application areas.</p>	Not likely to be at variance	No
<p><u>Principle (b):</u> "Native vegetation should not be cleared if it comprises the whole or a part of, or is necessary for the maintenance of, a significant habitat for fauna."</p> <p><u>Assessment:</u></p> <p>The area proposed to be cleared is considered unlikely to contain significant habitat for conservation significant fauna which have been recorded within the local area, including the Geraldton Sandplain Shield-backed Trapdoor Spider and Malleefowl. The application areas are small, contain minimal leaf litter and have a high number of exotic species that occupy a large percentage of the understorey. The Shield-backed Trapdoor Spider typically inhabits clay soils of eucalypt woodlands and acacia vegetation and rely heavily on leaf-litter and twigs for burrow construction. The Malleefowl relies heavily on abundant leaf litter for breeding and are highly sensitive to grazing by sheep, cattle, rabbits and goats. Given the above, it is unlikely that the application areas provide significant habitat for either the Malleefowl or Geraldton Sandplain Shield-backed Trapdoor Spider.</p>	Not likely to be at variance	No

Assessment against the clearing principles	Variance level	Is further consideration required?
<p><u>Principle (c):</u> <i>“Native vegetation should not be cleared if it includes, or is necessary for the continued existence of, threatened flora.”</i></p> <p><u>Assessment:</u></p> <p>The area proposed to be cleared is unlikely to contain habitat for threatened flora species listed under the BC Act. The local area contains 8 records of <i>Wurmbea tubulosa</i>, the closet being 10.1 km from the application area. <i>W. tubulosa</i> occurs on riverbanks and in seasonally wet areas, on which basis it is unlikely to be present within the application area. The local area contains 11 records of <i>Schoenia filifolia subsp. subulifolia</i>. This species occurs on swampy flats, tops of breakaways, and crabholes and is unlikely to be present within the application area.</p>	Not likely to be at variance	No
<p><u>Principle (d):</u> <i>“Native vegetation should not be cleared if it comprises the whole or a part of, or is necessary for the maintenance of, a threatened ecological community.”</i></p> <p><u>Assessment:</u></p> <p>The application area does not intersect any Threatened Ecological Communities listed under the BC Act. There are no state listed TECs mapped within the local area.</p>	Not likely to be at variance	No
Environmental value: significant remnant vegetation and conservation areas		
<p><u>Principle (e):</u> <i>“Native vegetation should not be cleared if it is significant as a remnant of native vegetation in an area that has been extensively cleared.”</i></p> <p><u>Assessment:</u></p> <p>The extent of native vegetation in the local area is inconsistent with the national objectives and targets for biodiversity conservation in Australia, with approximately 17.7 per cent retention. The vegetation proposed to be cleared is not considered to be part of any formal ecological linkage in the local area, however, due to the extensively cleared landscape, may perform an informal linkage function.</p> <p>The area proposed to be cleared is of a small scale, does not comprise high biodiversity values or represent significant habitat for conservation significant flora or fauna, on which basis it is not likely to be considered a significant remnant when compared to other larger, intact remnants within the local area.</p>	May be at variance	Yes <i>Refer to Section 3.2.1, above.</i>
<p><u>Principle (h):</u> <i>“Native vegetation should not be cleared if the clearing of the vegetation is likely to have an impact on the environmental values of any adjacent or nearby conservation area.”</i></p> <p><u>Assessment:</u></p> <p>Given the distance to the nearest conservation area (16.5 km), the proposed clearing is not likely to have an impact on the environmental values of any conservation areas.</p>	Not likely to be at variance	No
Environmental value: land and water resources		
<p><u>Principle (f):</u> <i>“Native vegetation should not be cleared if it is growing in, or in association with, an environment associated with a watercourse or wetland.”</i></p> <p><u>Assessment:</u></p> <p>The application areas do not intersect any watercourses or wetlands or contain any riparian vegetation. The nearest mapped watercourse is a non-perennial tributary of the Lockier River located approximately 100 m away.</p>	Not at variance	No

Assessment against the clearing principles	Variance level	Is further consideration required?
<p><u>Principle (g):</u> <i>“Native vegetation should not be cleared if the clearing of the vegetation is likely to cause appreciable land degradation.”</i></p> <p><u>Assessment:</u></p> <p>The mapped soils within some of the application areas are moderately to highly susceptible to wind, nutrient export and subsurface acidification risk. Noting the extent and location of the application area and the condition of the vegetation, the proposed clearing is not likely to have an appreciable impact on land degradation.</p>	Not likely to be at variance	No
<p><u>Principle (i):</u> <i>“Native vegetation should not be cleared if the clearing of the vegetation is likely to cause deterioration in the quality of surface or underground water.”</i></p> <p><u>Assessment:</u></p> <p>Given the small amount of clearing proposed, no mapped wetlands within the application area, and no Public Drinking Water Source Areas within 15km, it is unlikely the clearing will result in significant impacts to surface or ground water quality.</p>	Not likely to be at variance	No
<p><u>Principle (j):</u> <i>“Native vegetation should not be cleared if the clearing of the vegetation is likely to cause, or exacerbate, the incidence or intensity of flooding.”</i></p> <p><u>Assessment:</u></p> <p>Given the small application areas being within a road reserve, the surrounding land being cleared and the non-perennial waterways in the area, it is unlikely the clearing will increase the incidence or intensity of flooding.</p>	Not likely to be at variance	No

Appendix E. Vegetation condition rating scale

Vegetation condition is a rating given to a defined area of vegetation to categorise and rank disturbance related to human activities. The rating refers to the degree of change in the vegetation structure, density and species present in relation to undisturbed vegetation of the same type. The degree of disturbance impacts upon the vegetation's ability to regenerate. Disturbance at a site can be a cumulative effect from a number of interacting disturbance types.

Considering its location, the scale below was used to measure the condition of the vegetation proposed to be cleared. This scale has been extracted from Keighery, B.J. (1994) *Bushland Plant Survey: A Guide to Plant Community Survey for the Community*. Wildflower Society of WA (Inc). Nedlands, Western Australia.

Measuring vegetation condition for the South West and Interzone Botanical Province (Keighery, 1994)

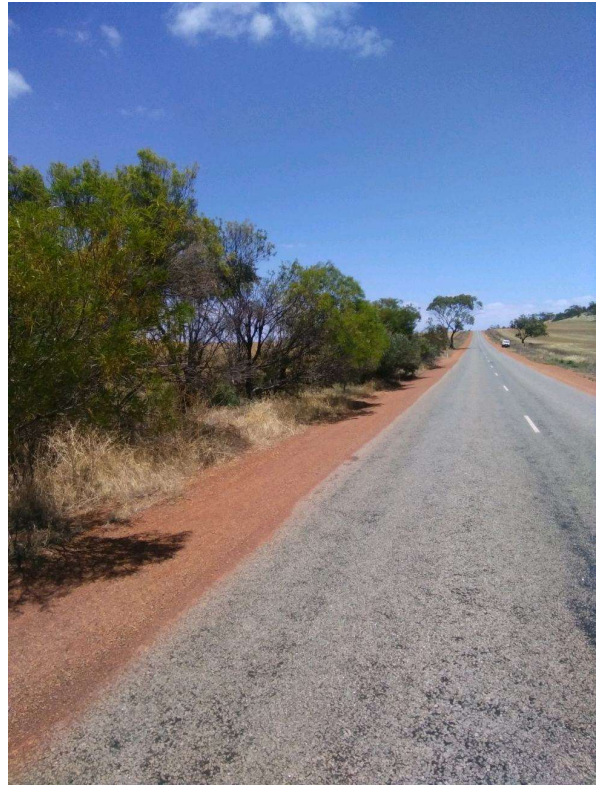
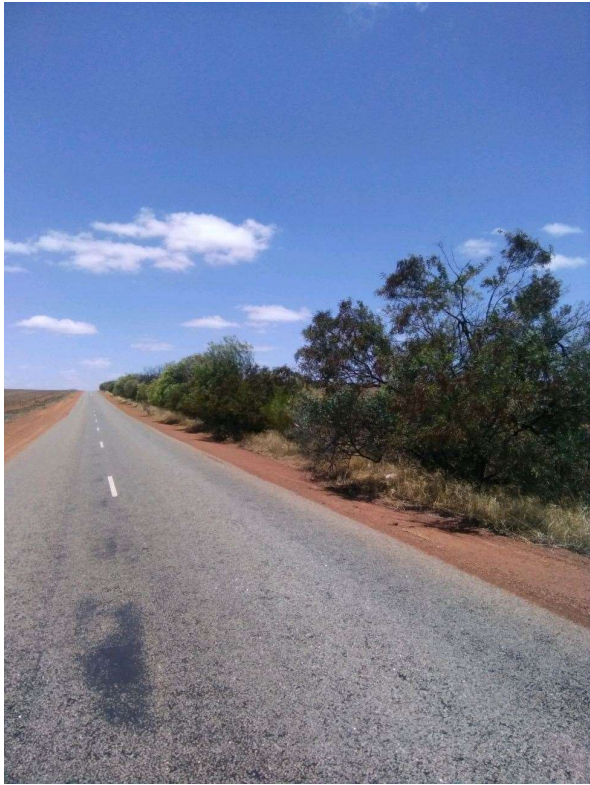
Condition	Description
Pristine	Pristine or nearly so, no obvious signs of disturbance.
Excellent	Vegetation structure intact, with disturbance affecting individual species; weeds are non-aggressive species.
Very good	Vegetation structure altered, with obvious signs of disturbance. For example, disturbance to vegetation structure caused by repeated fires, the presence of some more aggressive weeds, dieback, logging and/or grazing.
Good	Vegetation structure significantly altered by very obvious signs of multiple disturbances. Retains basic vegetation structure or ability to regenerate it. For example, disturbance to vegetation structure caused by very frequent fires, the presence of some very aggressive weeds at high density, partial clearing, dieback and/or grazing.

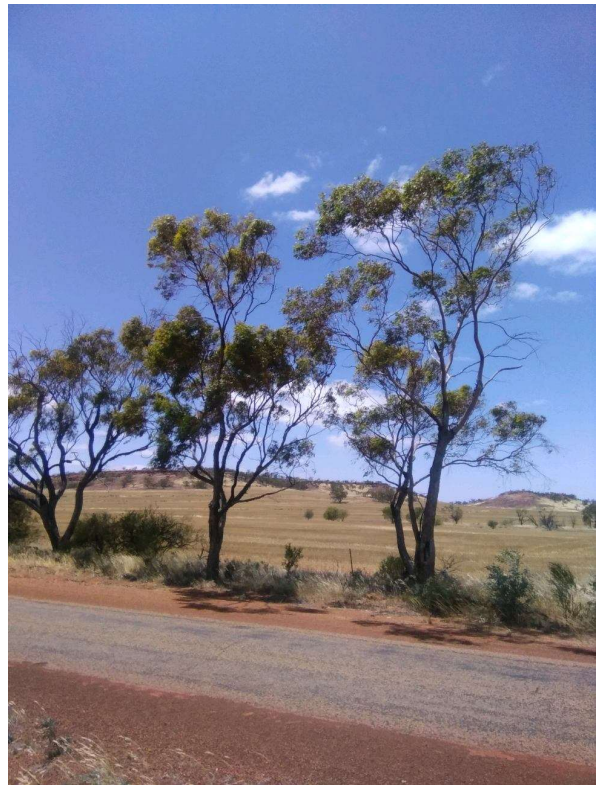
Condition	Description
Degraded	Basic vegetation structure severely impacted by disturbance. Scope for regeneration but not to a state approaching good condition without intensive management. For example, disturbance to vegetation structure caused by very frequent fires, the presence of very aggressive weeds, partial clearing, dieback and/or grazing.
Completely degraded	The structure of the vegetation is no longer intact and the area is completely or almost completely without native species. These areas are often described as 'parkland cleared' with the flora comprising weed or crop species with isolated native trees or shrubs.

Appendix F. Photographs of vegetation and Intersection map

Figure 6-14: Images showing the vegetation proposed to be cleared as part of CPS 9131/1











Appendix H. Sources of information

H.1. GIS databases

Publicly available GIS Databases used (sourced from www.data.wa.gov.au):

- 10 Metre Contours (DPIRD-073)
- Aboriginal Heritage Places (DPLH-001)
- Aboriginal Heritage Places (DPLH-001)
- Cadastre (LGATE-218)
- Cadastre Address (LGATE-002)
- Contours (DPIRD-073)
- DBCA – Lands of Interest (DBCA-012)
- DBCA Legislated Lands and Waters (DBCA-011)
- Directory of Important Wetlands in Australia – Western Australia (DBCA-045)
- Environmentally Sensitive Areas (DWER-046)
- Flood Risk (DPIRD-007)
- Groundwater Salinity Statewide (DWER-026)
- Hydrography – Inland Waters – Waterlines
- Hydrological Zones of Western Australia (DPIRD-069)
- IBRA Vegetation Statistics
- Imagery
- Local Planning Scheme – Zones and Reserves (DPLH-071)
- Native Title (ILUA) (LGATE-067)
- Offsets Register – Offsets (DWER-078)
- Pre-European Vegetation Statistics
- Public Drinking Water Source Areas (DWER-033)
- Ramsar Sites (DBCA-010)
- Regional Parks (DBCA-026)
- Remnant Vegetation, All Areas
- RIWI Act, Groundwater Areas (DWER-034)
- RIWI Act, Surface Water Areas and Irrigation Districts (DWER-037)
- Soil Landscape Land Quality – Flood Risk (DPIRD-007)
- Soil Landscape Land Quality – Phosphorus Export Risk (DPIRD-010)
- Soil Landscape Land Quality – Subsurface Acidification Risk (DPIRD-011)
- Soil Landscape Land Quality – Water Erosion Risk (DPIRD-013)
- Soil Landscape Land Quality – Water Repellence Risk (DPIRD-014)
- Soil Landscape Land Quality – Waterlogging Risk (DPIRD-015)
- Soil Landscape Land Quality – Wind Erosion Risk (DPIRD-016)
- Soil Landscape Mapping – Best Available
- Soil Landscape Mapping – Systems
- Wheatbelt Wetlands Stage 1 (DBCA-021)

Restricted GIS Databases used:

- ICMS (Incident Complaints Management System) – Points and Polygons
- Threatened Flora (TPFL)
- Threatened Flora (WAHerb)
- Threatened Fauna
- Threatened Ecological Communities and Priority Ecological Communities
- Threatened Ecological Communities and Priority Ecological Communities (Buffers)

H.2. References

- Applicant (2020)a *Clearing permit application CPS 9131/1*, received 02 December 2020 (DWER Ref: A1960739).
- Applicant (2020)b. *Supporting information for clearing permit application CPS 9131/1*, received 02 December 2020 (DWER Ref: A1960739).
- Applicant (2021). *Supporting information for clearing permit application CPS 9131/1*, received 16 March 2021 (DWER Ref: A1989607).
- Commissioner of Soil and Land Conservation (CSLC) (2020) *Land Degradation Advice and Assessment Report for*
- Commonwealth of Australia (2001) *National Objectives and Targets for Biodiversity Conservation 2001-2005*, Canberra.
- Department of Environment Regulation (DER) (2013). *A guide to the assessment of applications to clear native vegetation*. Perth. Available from: https://www.der.wa.gov.au/images/documents/your-environment/native-vegetation/Guidelines/Guide2_assessment_native_veg.pdf.
- Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC) (2012) EPBC Act referral guidelines for three threatened black cockatoo species: Carnaby's cockatoo (Endangered) *Calyptorhynchus latirostris*, Baudin's cockatoo (Vulnerable) *Calyptorhynchus baudinii*, Forest red-tailed black cockatoo (Vulnerable) *Calyptorhynchus banksii naso*. Department of Sustainability, Environment, Water, Population and Communities (now the Department of Agriculture, Water and Environment), Canberra.
- Department of Water and Environmental Regulation (DWER) (2019). *Procedure: Native vegetation clearing permits*. Joondalup. Available from: https://dwer.wa.gov.au/sites/default/files/Procedure_Native_vegetation_clearing_permits_v1.PDF.
- Environmental Protection Authority (EPA) (2016). *Technical Guidance - Flora and Vegetation Surveys for Environmental Impact Assessment*. Available from: http://www.epa.wa.gov.au/sites/default/files/Policies_and_Guidance/EPA%20Technical%20Guidance%20-%20Flora%20and%20Vegetation%20survey_Dec13.pdf.
- Government of Western Australia (2019) *2018 South West Vegetation Complex Statistics. Current as of March 2019*. WA Department of Biodiversity, Conservation and Attractions, Perth, <https://catalogue.data.wa.gov.au/dataset/dbca>
- Government of Western Australia. (2019) *2018 Statewide Vegetation Statistics incorporating the CAR Reserve Analysis (Full Report). Current as of March 2019*. WA Department of Biodiversity, Conservation and Attractions. <https://catalogue.data.wa.gov.au/dataset/dbca-statewide-vegetation-statistics>
- Hedde, E. M., Loneragan, O. W., and Havel, J. J. (1980) *Vegetation Complexes of the Darling System, Western Australia*. In Department of Conservation and Environment, Atlas of Natural Resources, Darling System, Western Australia.
- Keighery, B.J. (1994) *Bushland Plant Survey: A Guide to Plant Community Survey for the Community*. Wildflower Society of WA (Inc). Nedlands, Western Australia.
- Mattiske, E.M. and Havel, J.J. (1998) *Vegetation Complexes of the South-west Forest Region of Western Australia*. Maps and report prepared as part of the Regional Forest Agreement, Western Australia for the Department of Conservation and Land Management and Environment Australia.
- Molloy, S., Wood, J., Hall, S., Wallrodt, S. and Whisson, G. (2009) *South West Regional Ecological Linkages Technical Report*, Western Australian Local Government Association and Department of Environment and Conservation, Perth.
- Northcote, K. H. with Beckmann G G, Bettenay E., Churchward H. M., van Dijk D. C., Dimmock G. M., Hubble G. D., Isbell R. F., McArthur W. M., Murtha G. G., Nicolls K. D., Paton T. R., Thompson C. H., Webb A. A. and Wright M. J. (1960-68) *Atlas of Australian Soils*, Sheets 1 to 10, with explanatory data. CSIRO and Melbourne University Press: Melbourne.

Schoknecht, N., Tille, P. and Purdie, B. (2004) *Soil-landscape mapping in South-Western Australia – Overview of Methodology and outputs* Resource Management Technical Report No. 280. Department of Agriculture.

Shah, B. (2006) *Conservation of Carnaby's Black-Cockatoo on the Swan Coastal Plain, Western Australia*. December 2006. Carnaby's Black-Cockatoo Recovery Project. Birds Australia, Western Australia.

Shepherd, D.P., Beeston, G.R. and Hopkins, A.J.M. (2001) *Native Vegetation in Western Australia, Extent, Type and Status*. Resource Management Technical Report 249. Department of Agriculture, Western Australia.

Valentine, L.E. and Stock, W. (2008) *Food Resources of Carnaby's Black Cockatoo (Calyptorhynchus latirostris) in the Gnangara Sustainability Strategy Study Area*. Edith Cowan University and Department of Environment and Conservation. December 2008.

Western Australian Herbarium (1998-). *FloraBase - the Western Australian Flora*. Department of Biodiversity, Conservation and Attractions, Western Australia. <https://florabase.dpaw.wa.gov.au/> (Accessed 25 February 2021)



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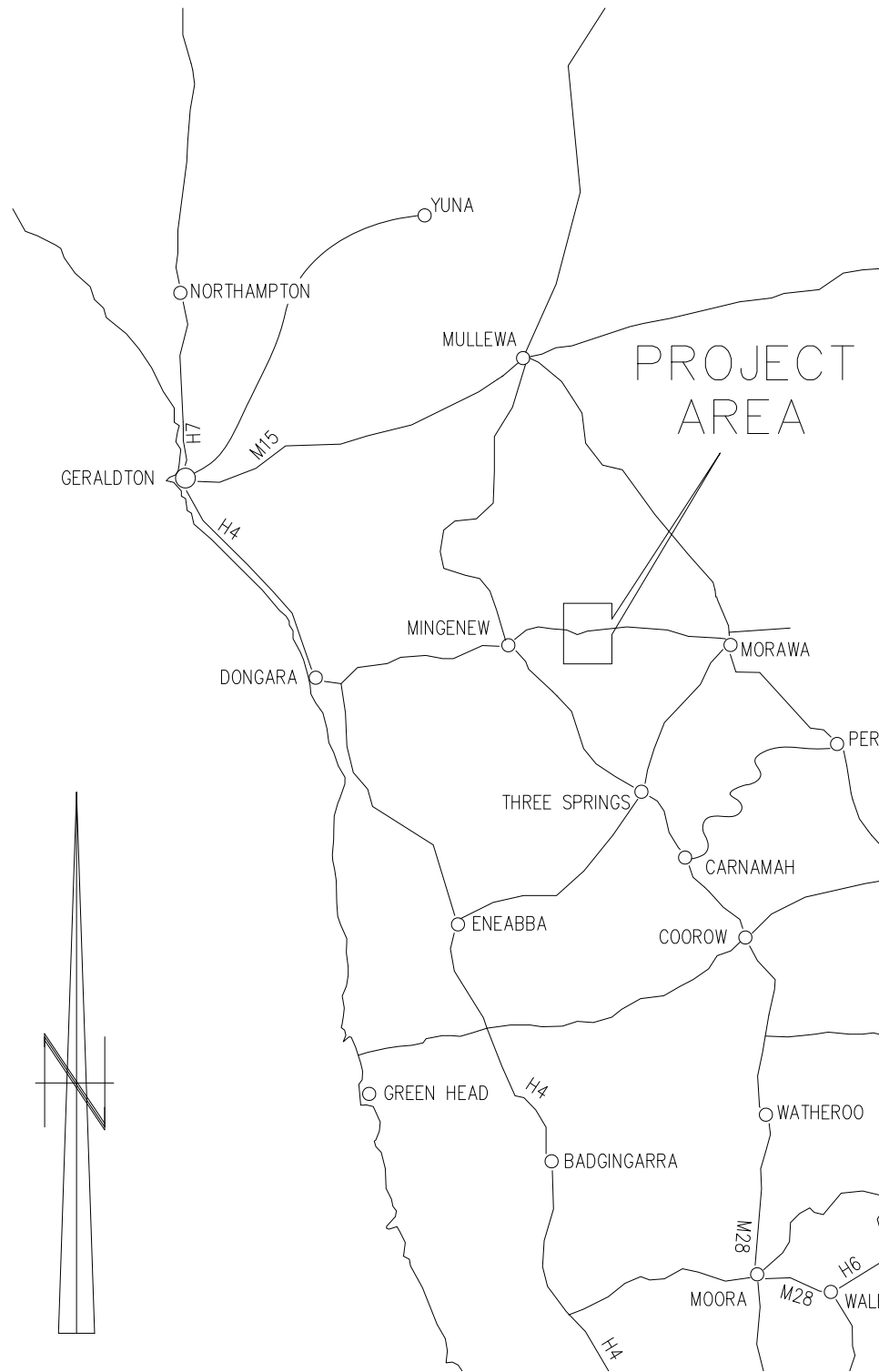
→ **The Power of Commitment**

ANNEXURES – READ & KEEP THIS PART

ANNEXURE C TENDER DRAWINGS

SHIRE OF MINGENEW

YANDANOOKA NORTH EAST RD REALIGNMENT



LOCALITY PLAN

ROAD CONSTRUCTION DRAWINGS

DRAWING No.	DESCRIPTION	DRAWING No.	DESCRIPTION
202014-0201	LOCALITY PLAN AND INDEX	202014-0209	CROSS SECTIONS : Ch 1120A - 1160A
202014-0202	INTERSECTION and REALIGNMENT LAYOUT PLAN	202014-0210	SIGNS and LINEMARKING PLAN : Sheet 1 of 2
202014-0203	PLAN / PROFILE : Ch 0A - 600A	202014-0211	SIGNS and LINEMARKING PLAN : Sheet 2 of 2
202014-0204	PLAN/ / PROFILE : Ch 600A - 1190A	202014-0212	DRAINAGE SCHEDULE
202014-0205	CROSS SECTIONS : Ch 0A - 300A	202014-0213	TYPICAL SECTION DETAILS
202014-0206	CROSS SECTIONS : Ch 320A - 540A	202014-0214	INTERSECTION SWEEP PATHS : Sheet 1 of 2
202014-0207	CROSS SECTIONS : Ch 560A - 780A	202014-0215	INTERSECTION SWEEP PATHS : Sheet 2 of 2
202014-0208	CROSS SECTIONS : Ch 800A - 1100A	202014-0216	INTERSECTION PLAN

NOTE : ALL A-1 DRAWINGS HAVE BEEN REDUCED TO A-3 SIZE

MAIN ROADS STANDARD DRAWINGS

DRAINAGE

DRAWING No.	DESCRIPTION
201131-0064	Small Box Culvert Construction details - Sheet 1 of 3
201131-0065	Small Box Culvert Construction details - Sheet 2 of 3
201131-0066	Small Box Culvert Construction details - Sheet 3 of 3
200131-0061	RCP Culvert General Arrangement
200131-0062	Culvert Bedding and Backfill details
201631-0090	Culvert Construction Details
9831-5498	Off-Road Drainage Cross sections

FENCING

DRAWING No.	DESCRIPTION
200331-096	Agricultural Fencing details
200331-098	1200 Agricultural Fence Plain
200331-101	1200 Agricultural Fence Timber Strainer
200331-102	1200 Agricultural Fence Steel Pipe

SIGNS AND LINEMARKING

DRAWING No.	DESCRIPTION
9548-0106	Road Traffic Signs Installation - Location Details
9648-0176	Fixing and Installation - Single Hazard Markers
200431-002	Pavement Marking Stop and Give Way Lines
201031-0027	Pavement Marking Raised Pavement Markers
9931-0198	Pavement Marking Line Types

No.	DESCRIPTION	APPROVED & DATE
AMENDMENTS		

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES

GERALDTON : 8/81 Forrest St, Geraldton WA 6530, Ph: 9921 5547
 PERTH : 3 Shakespeare Ave, Yorkine WA 6060, Ph: 9498 999 484

DESIGNED: M.BARNS / DRAWN: S.SOUNDARARAJAN / CHECKED: M.BARNS
 DATE: 17/08/20 / DATE: 23/02/21

SHIRE OF MINGENEW

21 VICTORIA ST
 PO BOX 120
 MINGENEW WA 6522
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mainroads WESTERN AUSTRALIA

CENTRAL & NORTHERN DIRECTORATE
 MID WEST-GASCOYNE REGION
 EASTWARD_ROAD GERALDTON
 Telephone (08)_9956_1200 Fax (08)_9956_1240

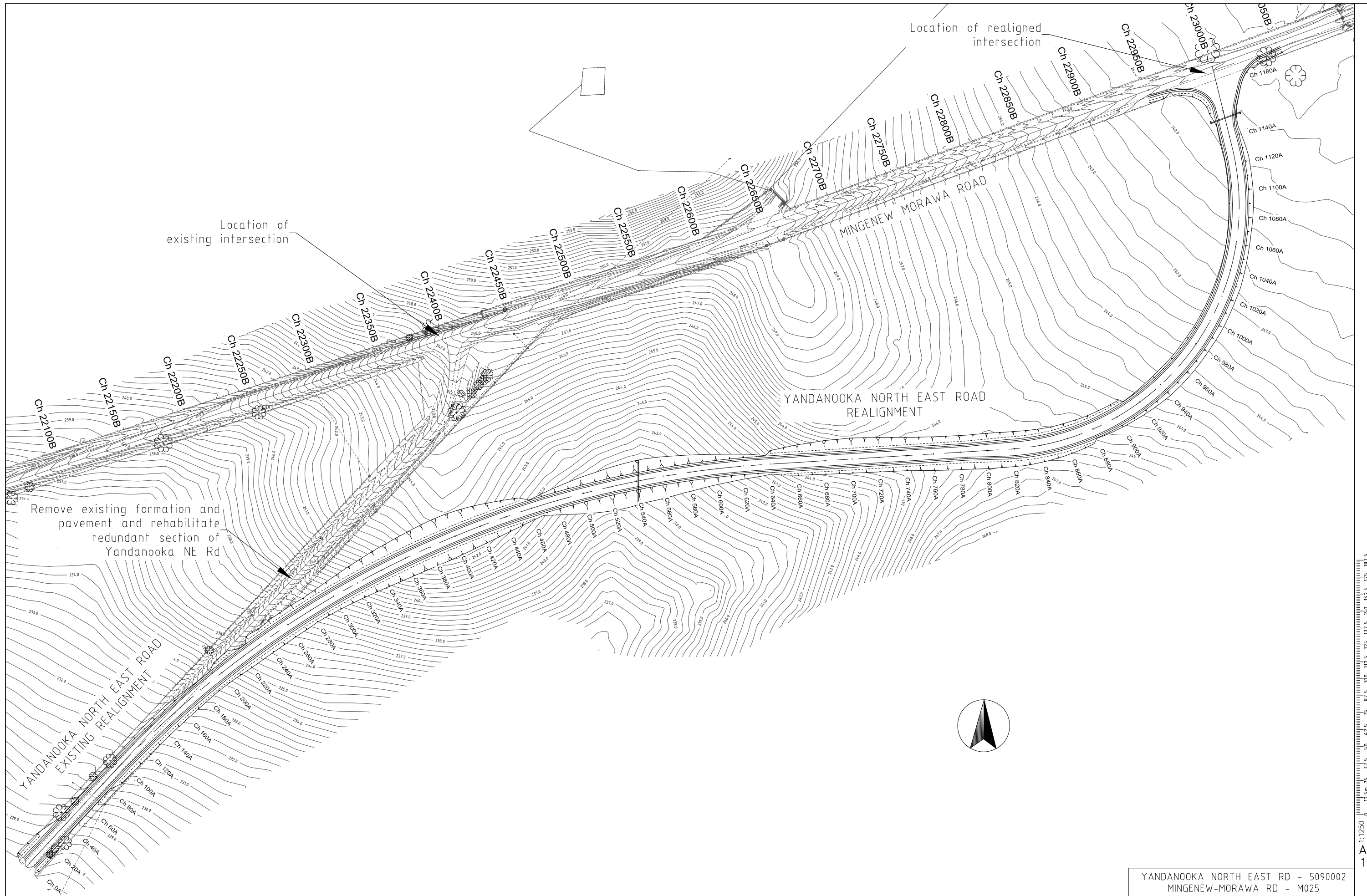
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RECOMMENDED
APPROVED

YANDANOOKA NORTH EAST RD - 5090002
 MINGENEW-MORAWA RD - M025

YANDANOOKA NE RD REALIGNMENT
 LOCALITY PLAN AND INDEX

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

DRAWING NUMBER
202014-0201-F




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 A 1

YANDANOOKA NORTH EAST RD - 5090002
 MINGENEW-MORAWA RD - M025

E D C A	Issued for Final design review	10-02-21
	Issued for 100% design review	06-11-20
	Issued for 85% design review	19-06-20
	Issued for 15% design review	17-06-19
No.	DESCRIPTION	APPROVED & DATE
	AMENDMENTS	

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD


GREENFIELD TECHNICAL SERVICES
 GERALDTON 8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547
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 DESIGNED M.BARNS / DRAWN S.SOUNDARARAJAN / CHECKED M.BARNS
 DATE 17/08/20 / DATE 23/02/21


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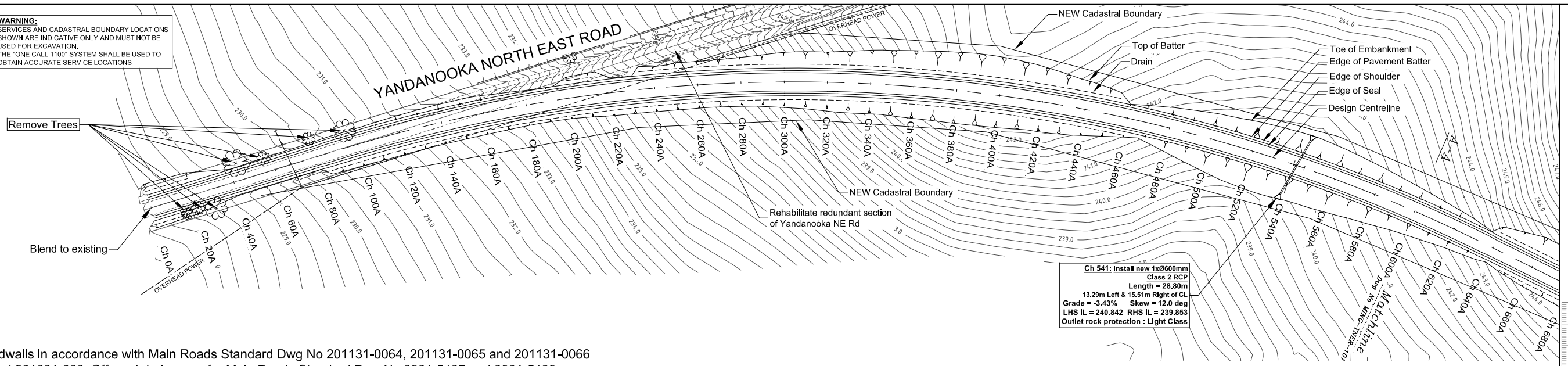

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 EASTWARD ROAD GERALDTON
 Telephone (08) 9956 1200 Fax (08) 9956 1240

CLIENT FILE No.
RECOMMENDED
APPROVED

YANDANOOKA NE RD REALIGNMENT
 INTERSECTION AND REALIGNMENT
 LAYOUT PLAN
 LOCAL AUTHORITY SHIRE OF MINGENEW (509)
 DRAWING NUMBER
202014-0202-F



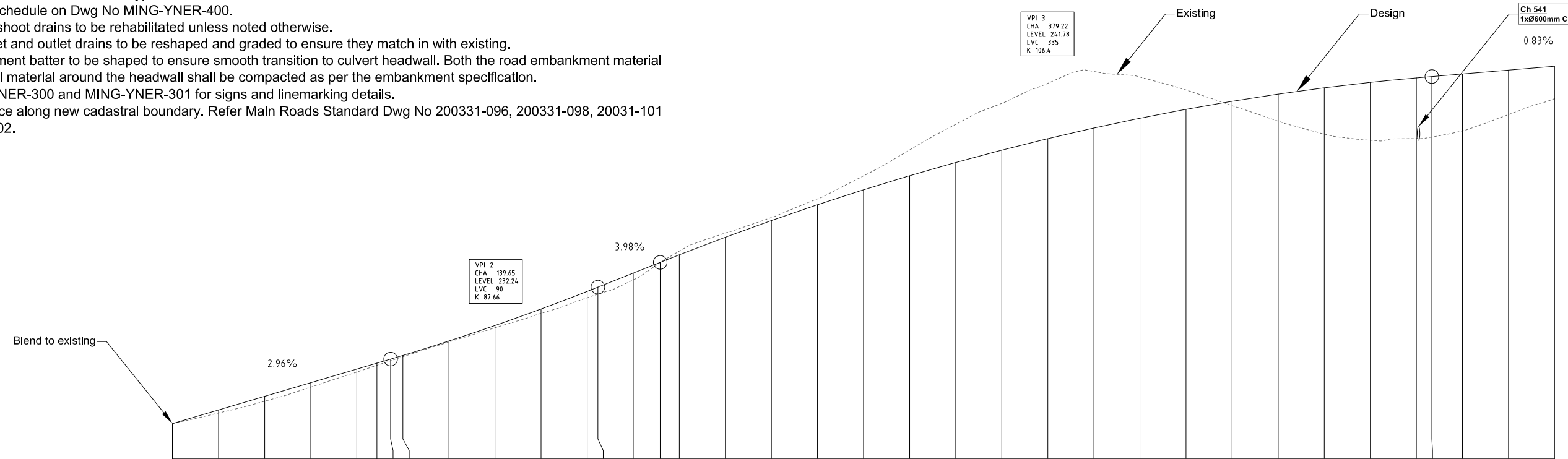
WARNING:
SERVICES AND CADASTRAL BOUNDARY LOCATIONS SHOWN ARE INDICATIVE ONLY AND MUST NOT BE USED FOR EXCAVATION. THE "ONE CALL 1100" SYSTEM SHALL BE USED TO OBTAIN ACCURATE SERVICE LOCATIONS



Ch 541: Install new 1xØ600mm Class 2 RCP
Length = 28.80m
13.29m Left & 15.51m Right of CL
Grade = -3.43% Skew = 12.0 deg
LHS IL = 240.842 RHS IL = 239.853
Outlet rock protection : Light Class

Notes

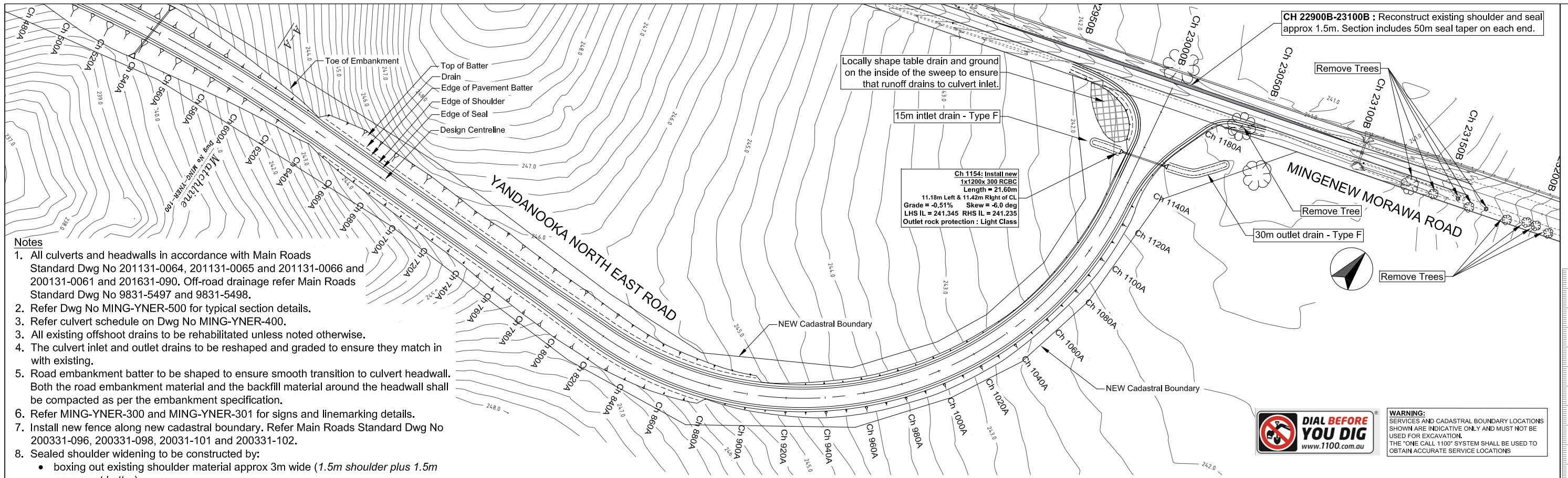
1. All culverts and headwalls in accordance with Main Roads Standard Dwg No 201131-0064, 201131-0065 and 201131-0066 and 200131-0061 and 201631-090. Off-road drainage refer Main Roads Standard Dwg No 9831-5497 and 9831-5498.
2. Refer Dwg No MING-YNER-500 for typical section details.
3. Refer culvert schedule on Dwg No MING-YNER-400.
3. All existing offshoot drains to be rehabilitated unless noted otherwise.
4. The culvert inlet and outlet drains to be reshaped and graded to ensure they match in with existing.
5. Road embankment batter to be shaped to ensure smooth transition to culvert headwall. Both the road embankment material and the backfill material around the headwall shall be compacted as per the embankment specification.
6. Refer MING-YNER-300 and MING-YNER-301 for signs and linemarking details.
7. Install new fence along new cadastral boundary. Refer Main Roads Standard Dwg No 200331-096, 200331-098, 20031-101 and 200331-102.



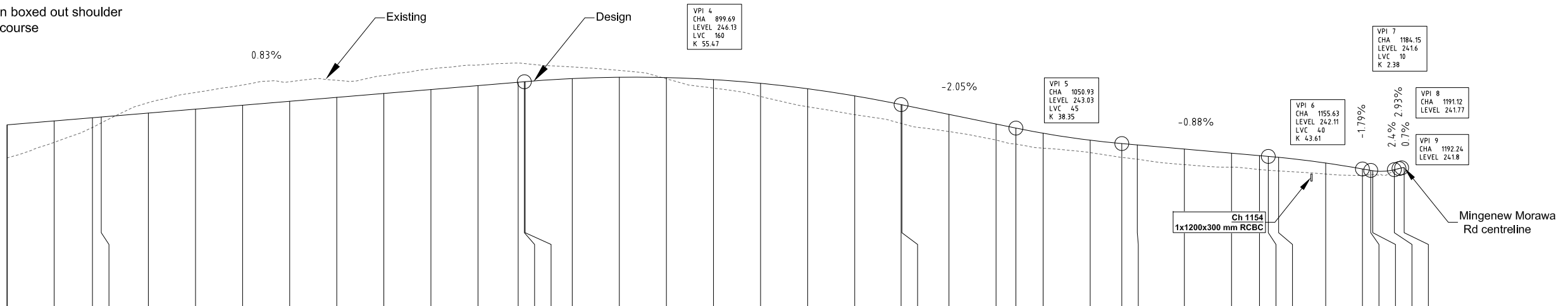
Horizontal Geometry	Lgth 88m															Lgth 548m																				
	DATUM R.L.225.000															Rad 720m																				
Existing Height	228.110	228.566	229.078	229.691	230.345	230.638	230.836	231.012	231.651	232.270	232.896	233.570	233.727	234.347	235.105	235.596	236.385	237.057	237.865	238.865	239.993	241.103	242.014	242.887	243.399	243.157	242.597	241.915	241.241	240.682	240.414	240.486	240.551	240.821	241.528	242.216
Existing to Design Cut(-) / Fill(+)	0.000	0.135	0.214	0.193	0.130	0.096	0.072	0.056	0.044	0.097	0.188	0.277	0.304	0.295	0.004	-0.160	-0.187	-0.134	-0.255	-0.605	-1.121	-1.657	-2.031	-2.405	-2.455	-1.789	-0.843	0.188	1.173	2.006	2.510	2.636	2.630	2.470	1.930	1.409
Design Centreline	228.110	228.701	229.292	229.884	230.475	230.733	230.908	231.068	231.694	232.366	233.084	233.847	234.031	234.643	235.109	235.436	236.168	236.923	237.610	238.260	238.872	239.446	239.983	240.482	240.944	241.368	241.754	242.103	242.414	242.687	242.923	243.122	243.180	243.291	243.458	243.625
Chainage	0.00	20.00	40.00	60.00	80.00	88.73	94.65	100.00	120.00	140.00	160.00	180.00	181.65	200.00	212.12	222.00	207.72	260.00	282.00	300.00	320.00	340.00	360.00	380.00	400.00	420.00	440.00	460.00	480.00	500.00	520.00	540.00	546.72	560.00	580.00	600.00
Superelevation	LHS 5% RHS -3%															RHS -5%																				

Hz Scale 1:1000 Vert Scale 1:100
LONGITUDINAL SECTION Yandanooka North East Rd : Ch 0A - 600A

EDC A Issued for Final design review 10-02-21 Issued for 100% design review 06-11-20 Issued for 85% design review 19-06-20 Issued for 15% design review 17-06-19	No. DESCRIPTION APPROVED & DATE AMENDMENTS	METADATA GROUND SURVEY STANDARD: ENGINEERING SURVEY DATE OF CAPTURE: VARIOUS MAPPING SURVEY STANDARD: DATE OF CAPTURE: MAIN ROADS PROJECT ZONE: MGA_Z50 HEIGHT DATUM: AHD		GREENFIELD TECHNICAL SERVICES GERALDTON 8/81 Forrest St Geraldton WA 6530 Ph: 9921 5547 PERTH 3 Shakespeare Ave MINGENEW WA 6522 Ph: 9921 5547	SHIRE OF MINGENEW 21 VICTORIA ST PO BOX 120 MINGENEW WA 6522 Ph (08) 9928 1102 Fax (08) 9928 1128	 CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD Telephone (08) 9956 1200 GERALDTON Fax (08) 9956 1240	CLIENT FILE No. RECOMMENDED APPROVED	YANDANOOKA NORTH EAST RD - 5090002 MINGENEW-MORAWA RD - M025 YANDANOOKA NE RD REALIGNMENT PLAN / PROFILE YANDANOOKA NE RD Ch 0A-600A LOCAL AUTHORITY SHIRE OF MINGENEW (509) DRAWING NUMBER 202014-0203-F
		DESIGNED M.BARNS / DRAWN S.SOUNDARARAJAN / CHECKED M.BARNS DATE 17/08/20 DATE 23/02/21		SHIRE OF MINGENEW		EASTWARD ROAD Telephone (08) 9956 1200 GERALDTON Fax (08) 9956 1240		YANDANOOKA NE RD REALIGNMENT PLAN / PROFILE YANDANOOKA NE RD Ch 0A-600A LOCAL AUTHORITY SHIRE OF MINGENEW (509) DRAWING NUMBER 202014-0203-F



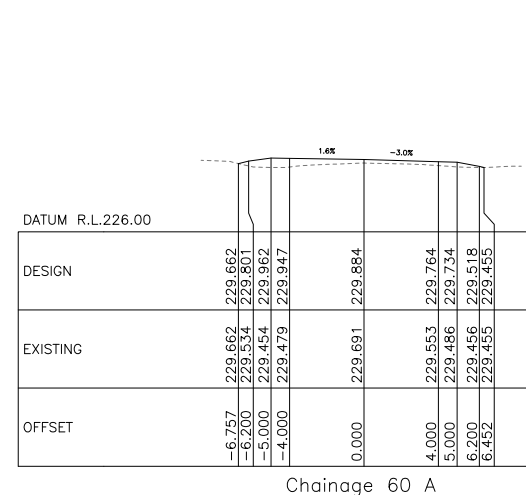
- Notes**
- All culverts and headwalls in accordance with Main Roads Standard Dwg No 201131-0064, 201131-0065 and 201131-0066 and 200131-0061 and 201631-090. Off-road drainage refer Main Roads Standard Dwg No 9831-5497 and 9831-5498.
 - Refer Dwg No MING-YNER-500 for typical section details.
 - Refer culvert schedule on Dwg No MING-YNER-400.
 - All existing offshoot drains to be rehabilitated unless noted otherwise.
 - The culvert inlet and outlet drains to be reshaped and graded to ensure they match in with existing.
 - Road embankment batter to be shaped to ensure smooth transition to culvert headwall. Both the road embankment material and the backfill material around the headwall shall be compacted as per the embankment specification.
 - Refer MING-YNER-300 and MING-YNER-301 for signs and linemarking details.
 - Install new fence along new cadastral boundary. Refer Main Roads Standard Dwg No 200331-096, 200331-098, 20031-101 and 200331-102.
 - Sealed shoulder widening to be constructed by:
 - boxing out existing shoulder material approx 3m wide (1.5m shoulder plus 1.5m pavement batter)
 - condition, compact and trim subgrade in boxed out shoulder
 - construct min 250mm compacted basecourse
 - 2 coat bitumen seal



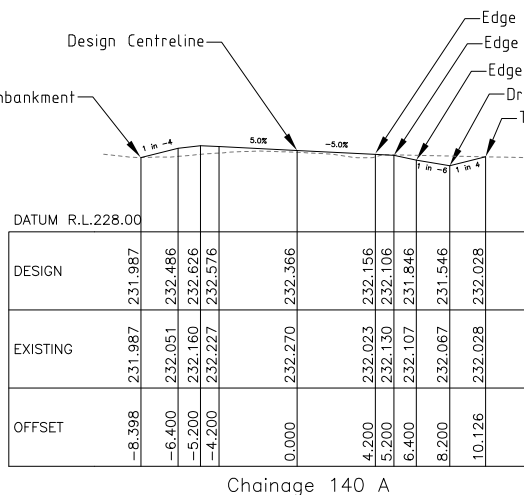
Horizontal Geometry	Rad 720m										Rad -180m																															
	Lgth 54.8m					Lgth 180m					Lgth 315m					Lgth 61m																										
DATUM R.L.234.000																																										
Existing Height	242.216	242.882	243.516	243.709	244.569	245.000	245.320	245.457	245.518	245.721	246.005	246.169	246.250	246.230	246.227	246.087	245.941	245.584	245.188	244.832	244.395	244.058	243.684	243.676	243.340	242.982	242.806	242.636	241.936	241.829	241.727	241.697	241.668	241.536	241.478	241.508	241.515	241.692	241.808			
Existing to Design Cut(-) / Fill(+)	1.409	0.910	0.412	0.250	-0.443	-0.707	-0.860	-0.830	-0.724	-0.760	-0.877	-0.874	-0.813	-0.771	-0.765	-0.495	-0.292	0.051	0.361	0.558	0.764	0.798	0.803	0.806	0.732	0.680	0.683	0.633	0.527	0.594	0.591	0.589	0.577	0.468	0.274	0.181	0.160	0.241	0.248			
Design Centreline	243.625	243.792	243.928	243.959	244.126	244.293	244.460	244.627	244.794	244.961	245.128	245.295	245.437	245.459	245.462	245.592	245.649	245.635	245.549	245.390	245.159	244.856	244.488	244.481	244.072	243.662	243.489	243.269	242.972	242.831	242.319	242.286	242.245	242.004	241.752	241.689	241.675	241.692	241.808			
Chainage	600.00	620.00	636.24	640.00	660.00	680.00	700.00	720.00	740.00	760.00	780.00	800.00	817.04	819.69	820.00	840.00	860.00	880.00	900.00	920.00	940.00	960.00	979.69	980.00	1000.00	1020.00	1028.43	1040.00	1060.00	1073.43	1080.00	1100.00	1120.00	1131.90	1135.63	1140.00	1160.00	1175.63	1179.15	1180.00	1189.15	1193.34
Superelevation	<div style="display: flex; justify-content: space-between;"> <div>LHS 5% RHS -5%</div> <div>RHS -3%</div> <div>LHS & RHS -3%</div> <div>LHS -3%</div> <div>RHS 4%</div> <div>LHS -4%</div> <div>LHS & RHS VARIES</div> </div>																																									

Hz Scale 1:1000 Vert Scale 1:100
LONGITUDINAL SECTION Yandanooka North East Rd : Ch 600A - 1193A

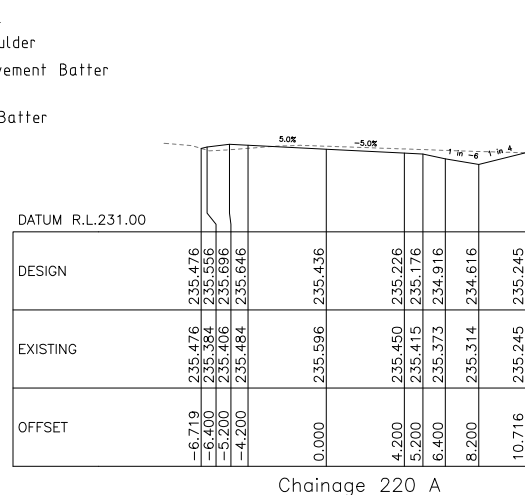
METADATA GROUND SURVEY STANDARD: ENGINEERING SURVEY DATE OF CAPTURE: VARIOUS MAPPING SURVEY STANDARD: DATE OF CAPTURE: MAIN ROADS PROJECT ZONE: MGA_Z50 HEIGHT DATUM: AHD		GREENFIELD TECHNICAL SERVICES GERALDTON 8/81 Forrest St Geraldton WA 6530 Ph: 9921 5547 PERTH 3 Shakespeare Ave MINGENEW WA 6060 Ph: 9498 999 484	SHIRE OF MINGENEW 21 VICTORIA ST PO BOX 120 MINGENEW WA 6522 Ph (08) 9928 1102 Fax (08) 9928 1128	mainroads WESTERN AUSTRALIA CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD Telephone (08) 9956 1200 GERALDTON Fax (08) 9956 1240	CLIENT FILE No. RECOMMENDED APPROVED YANDANOOKA NE RD REALIGNMENT PLAN / PROFILE YANDANOOKA NE RD Ch 600A-1193A LOCAL AUTHORITY SHIRE OF MINGENEW (509) DRAWING NUMBER 202014-0204-F
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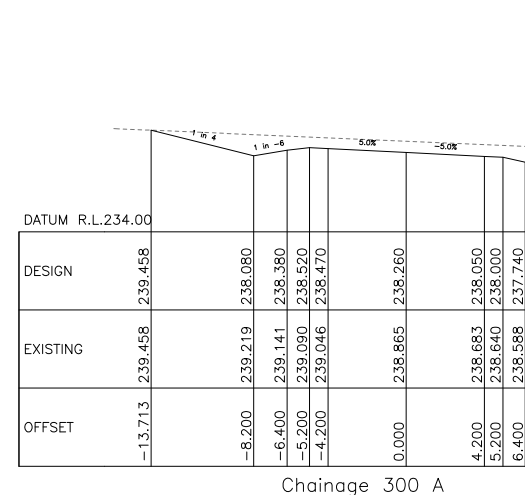
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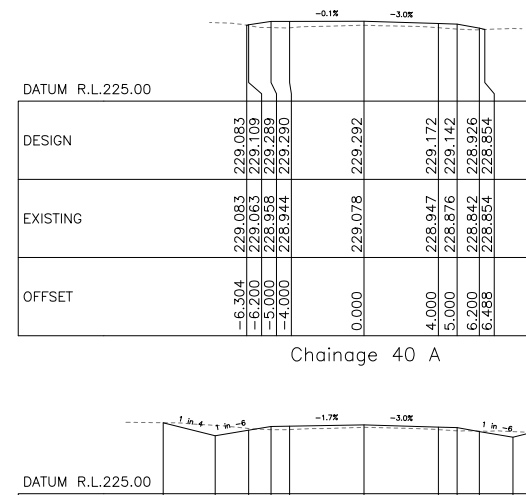
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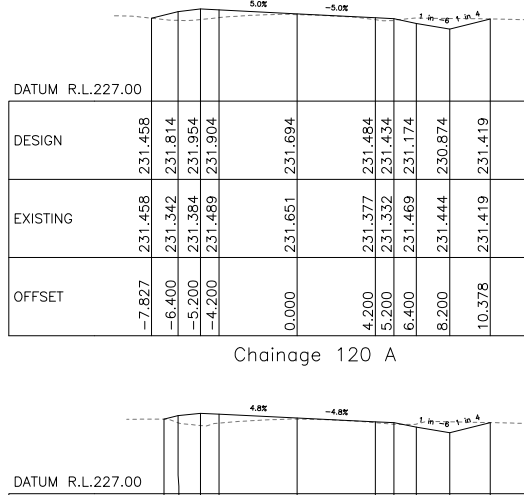
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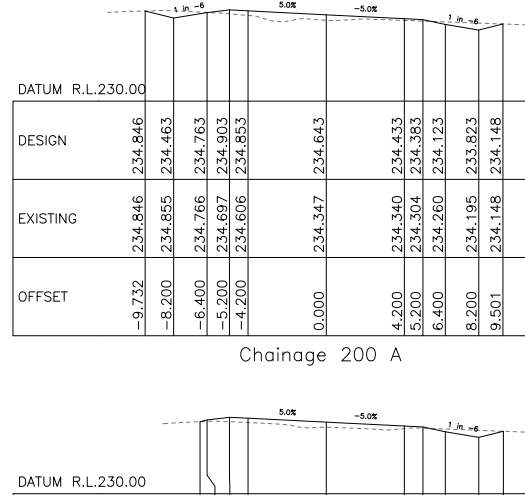
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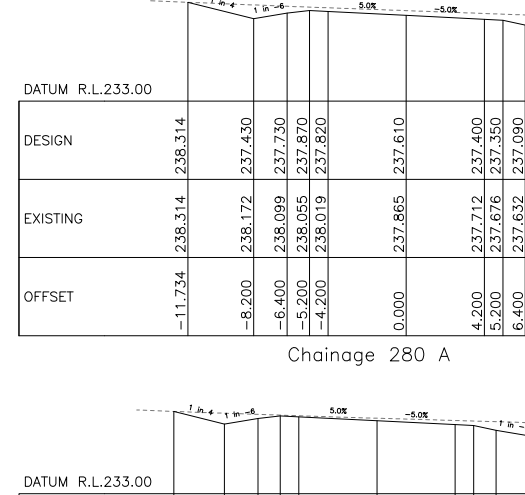
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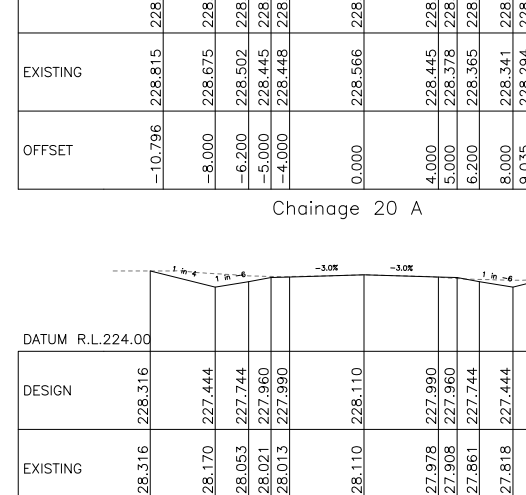
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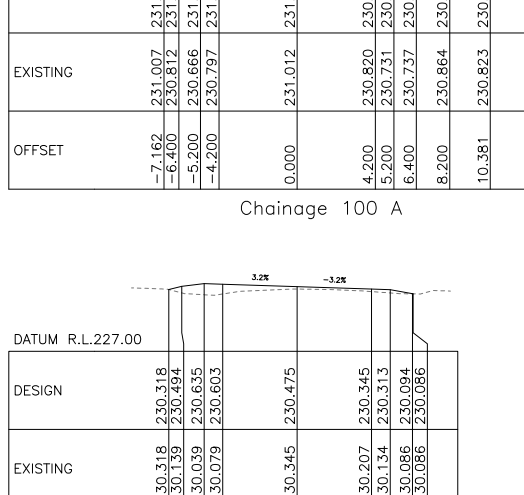
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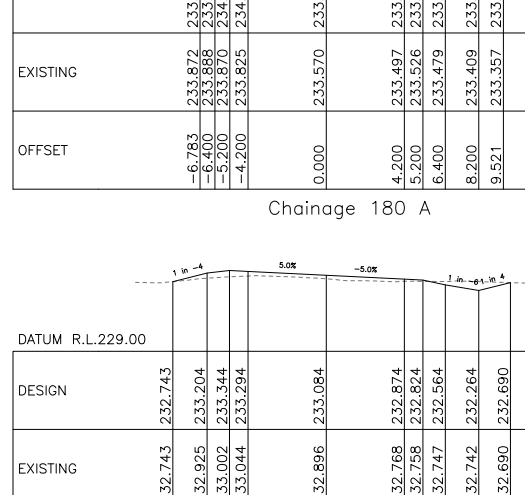
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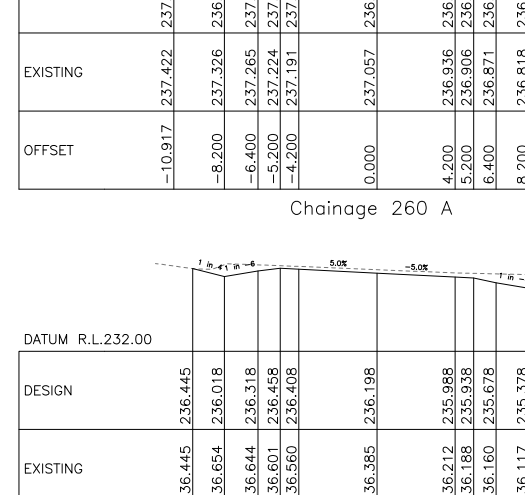
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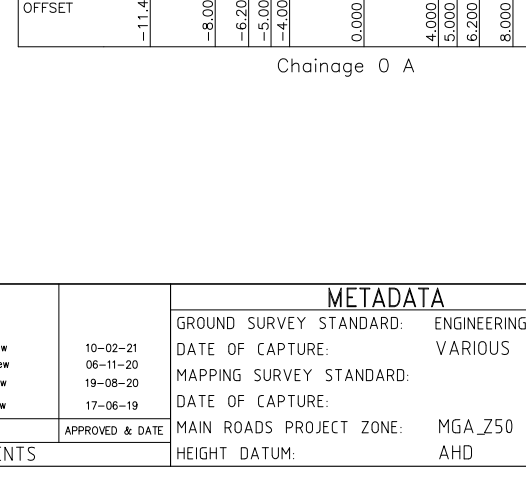
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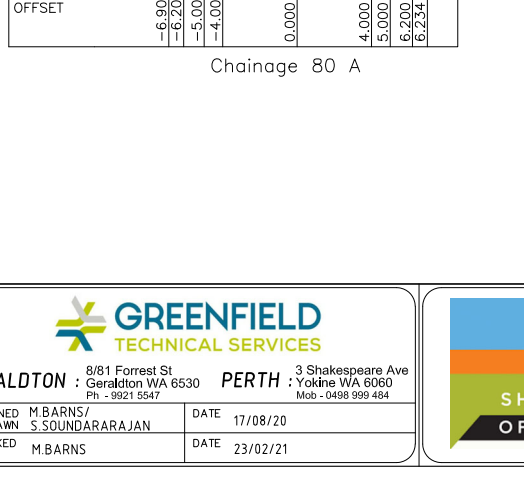
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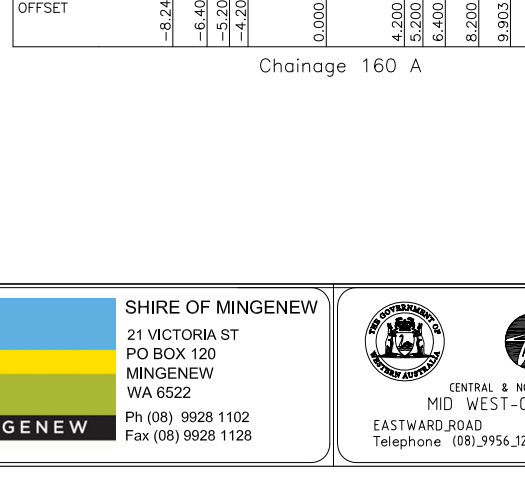
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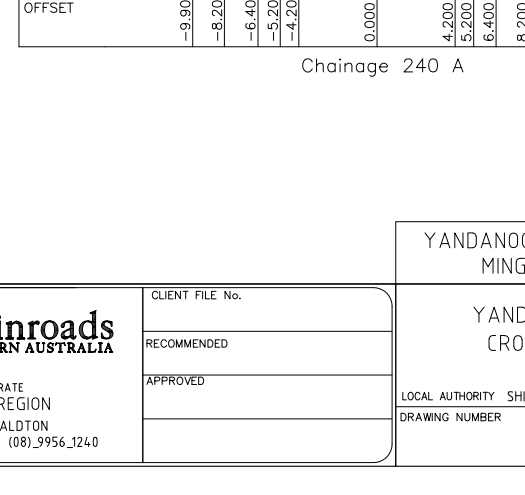
Chainage 0 A



Chainage 80 A



Chainage 160 A



Chainage 240 A

E D C A	Issued for Final design review	10-02-21
	Issued for 100% design review	06-11-20
	Issued for 85% design review	19-06-20
	Issued for 15% design review	17-06-19
No.	DESCRIPTION	APPROVED & DATE
	AMENDMENTS	

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES

8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547

3 Shakespeare Ave Perth WA 6060 Ph - 0498 999 484

DESIGNED M.BARNS / DRAWN S.SOUNDARARAJAN / CHECKED M.BARNS

DATE 17/08/20 / DATE 23/02/21

SHIRE OF MINGENEW

21 VICTORIA ST PO BOX 120 MINGENEW WA 6522

Ph (08) 9928 1102 Fax (08) 9928 1128

mainroads WESTERN AUSTRALIA

CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION

EASTWARD ROAD GERALDTON Telephone (08) 9956 1200 Fax (08) 9956 1240

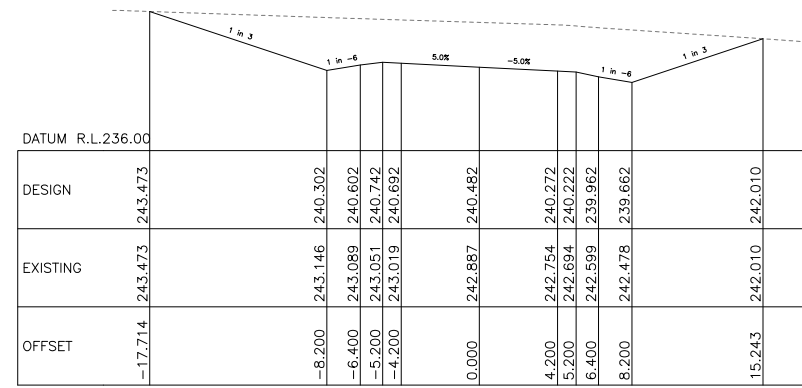
CLIENT FILE No.
RECOMMENDED
APPROVED

YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

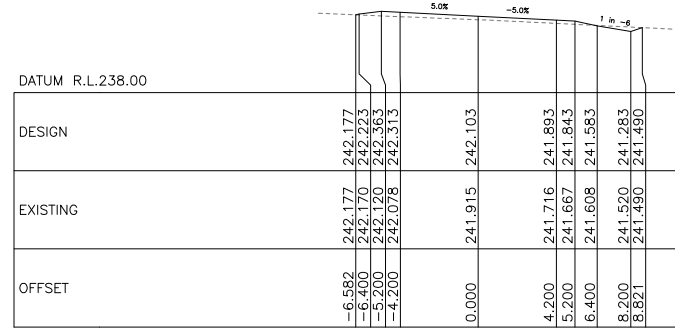
YANDANOOKA NE RD REALIGNMENT
CROSS SECTIONS - Sheet 1 of 5
YANDANOOKA NE RD Ch 0A-300A

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

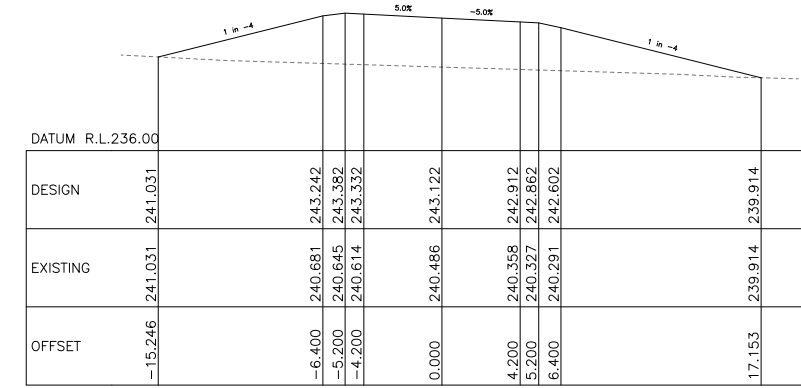
DRAWING NUMBER 202014-0205-F



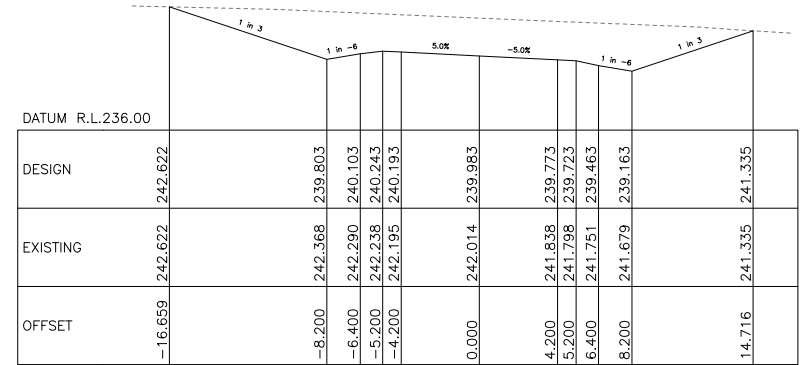
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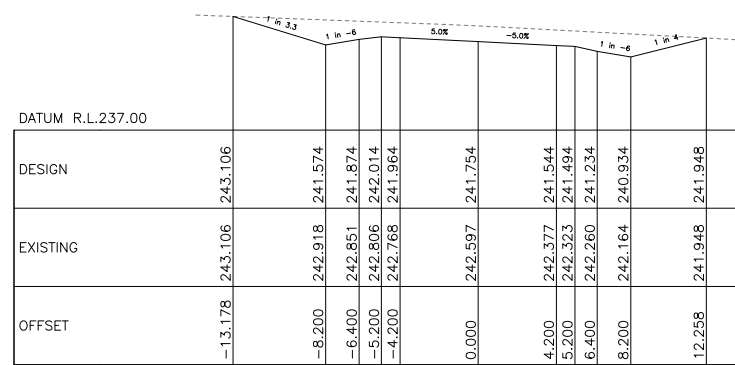
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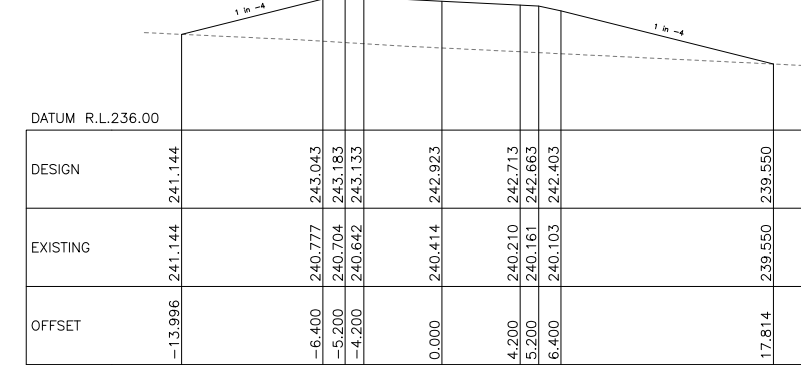
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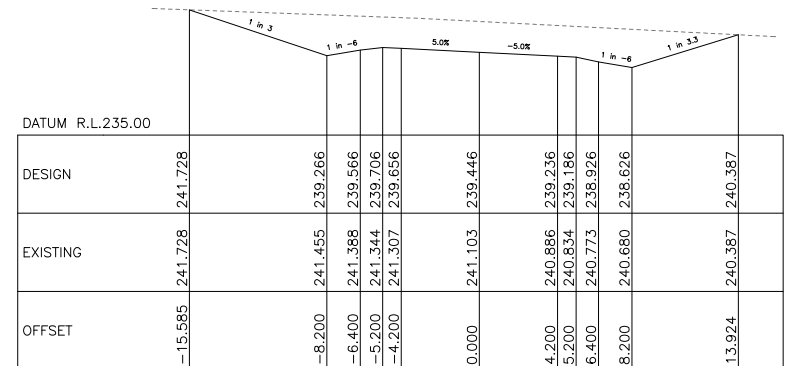
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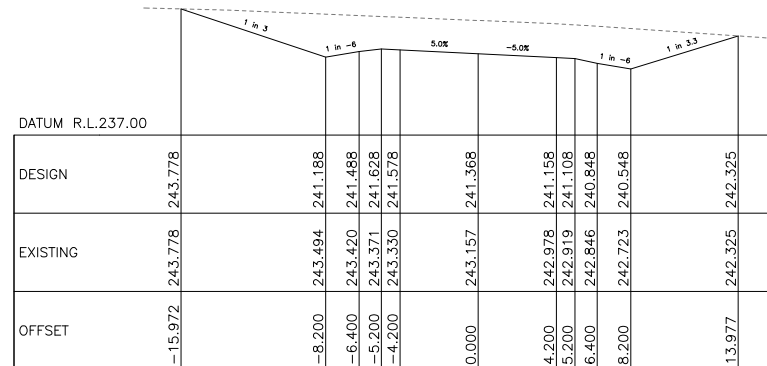
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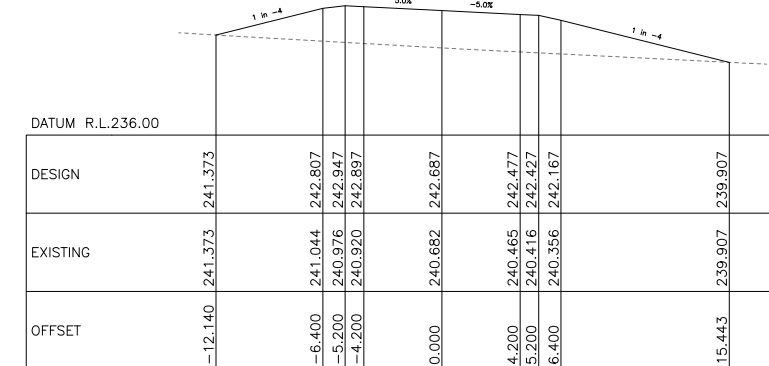
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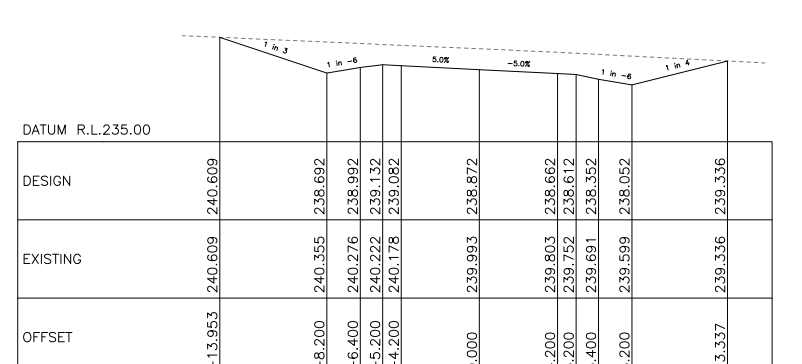
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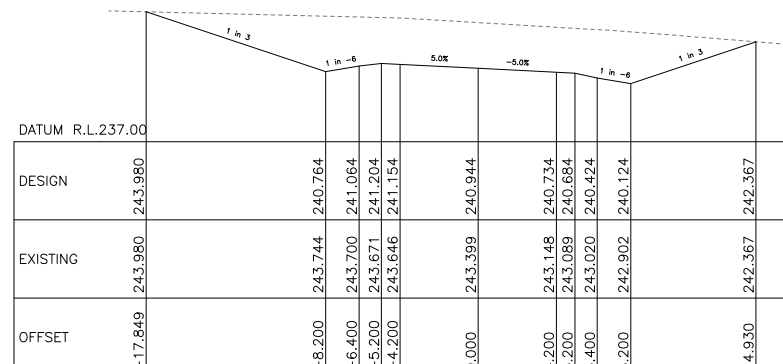
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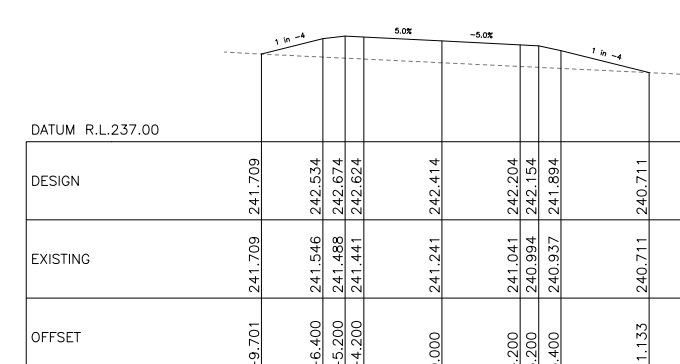
Chainage 500 A



Chainage 320 A



Chainage 400 A



Chainage 480 A

E D C A	
Issued for Final design review	10-02-21
Issued for 100% design review	06-11-20
Issued for 85% design review	19-06-20
Issued for 15% design review	17-06-19
No.	DESCRIPTION
AMENDMENTS	

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES

8/81 Forrest St Geraldton WA 6530 Ph: 9921 5547

3 Shakespeare Ave Perth WA 6060 Ph: 9498 999 484

DESIGNED M.BARNES / DRAWN S.SOUNDARARAJAN / CHECKED M.BARNES

DATE 17/08/20 / DATE 23/02/21

SHIRE OF MINGENEW

21 VICTORIA ST PO BOX 120 MINGENEW WA 6522

Ph (08) 9928 1102 Fax (08) 9928 1128

mainroads WESTERN AUSTRALIA

CENTRAL & NORTHERN DIRECTORATE MID WEST - GASCOYNE REGION

EASTWARD ROAD Telephone (08) 9956 1200 GERALDTON Fax (08) 9956 1240

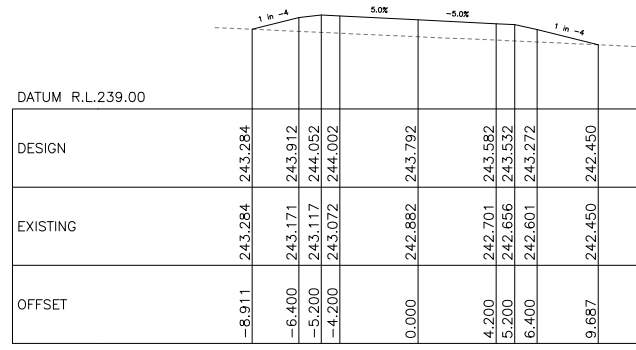
CLIENT FILE No.
RECOMMENDED
APPROVED

YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

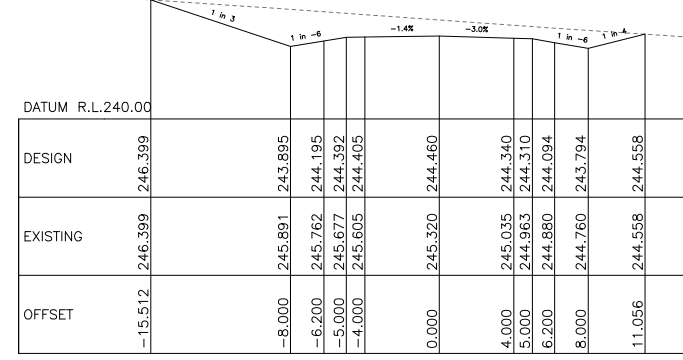
YANDANOOKA NE RD REALIGNMENT
CROSS SECTIONS - Sheet 2 of 5
YANDANOOKA NE RD Ch 320A-540A

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

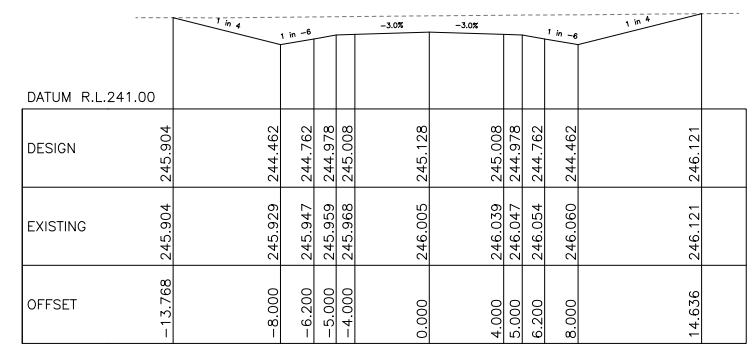
DRAWING NUMBER
202014-0206-F



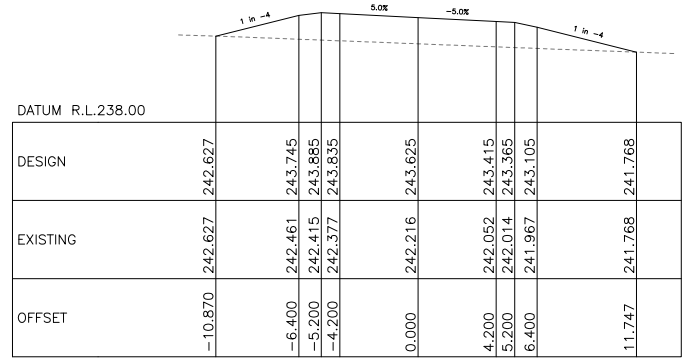
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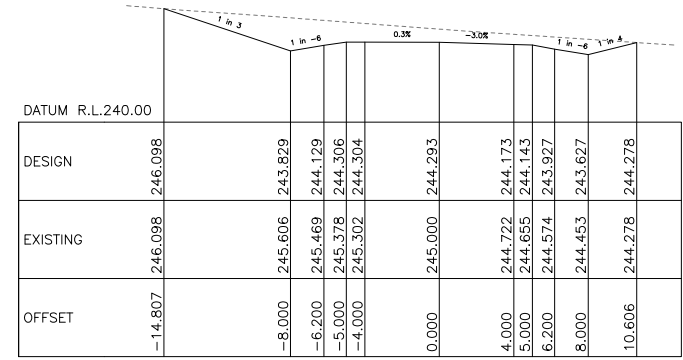
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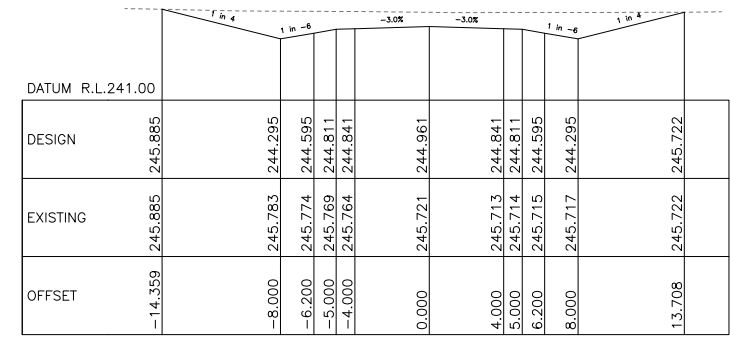
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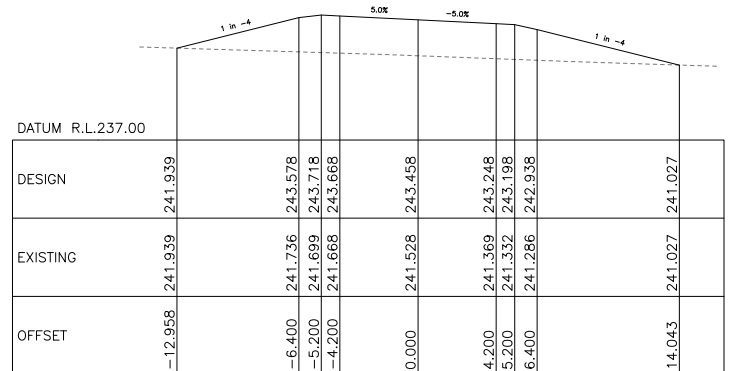
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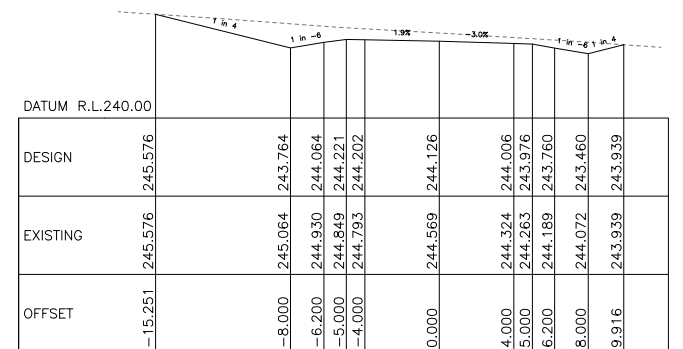
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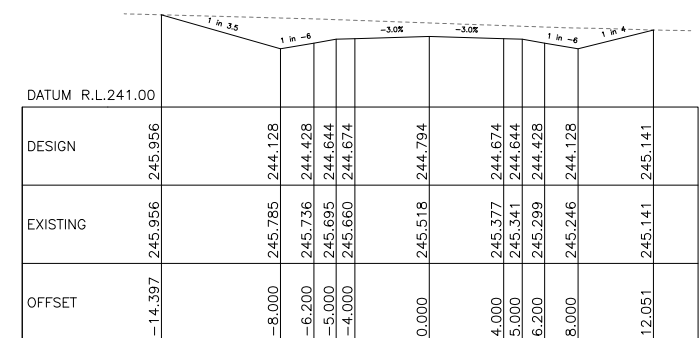
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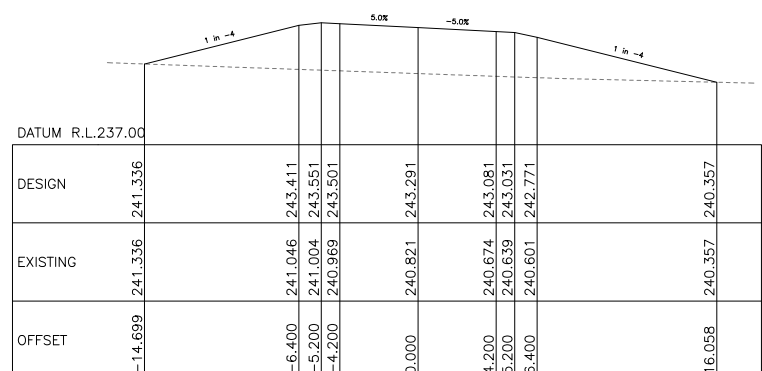
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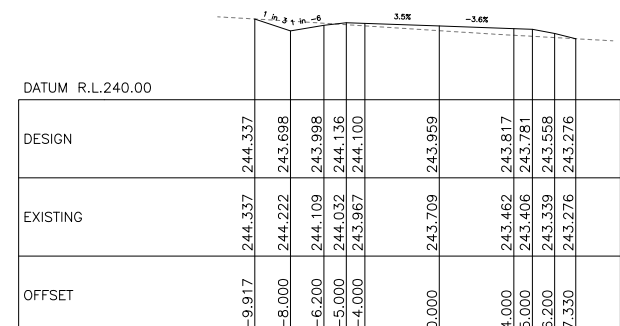
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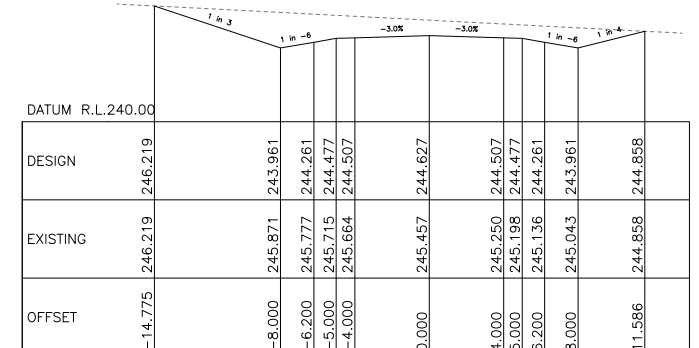
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Chainage 560 A



Chainage 640 A



Chainage 720 A

No.	DESCRIPTION	APPROVED & DATE
AMENDMENTS		

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES
 GERALDTON 8/81 Forrest St Geraldton WA 6530 Ph: 9921 5547
 PERTH 3 Shakespeare Ave Yokine WA 6060 Mob: 0498 999 484

DESIGNED M.BARNS / DRAWN S.SOUNDARARAJAN / CHECKED M.BARNS
 DATE 17/08/20 / DATE 23/02/21

SHIRE OF MINGENEW
 21 VICTORIA ST PO BOX 120 MINGENEW WA 6522
 Ph (08) 9928 1102 Fax (08) 9928 1128

mainroads WESTERN AUSTRALIA
 CENTRAL & NORTHERN DIRECTORATE
 MID WEST-GASCOYNE REGION
 EASTWARD ROAD GERALDTON Telephone (08) 9956 1200 Fax (08) 9956 1240

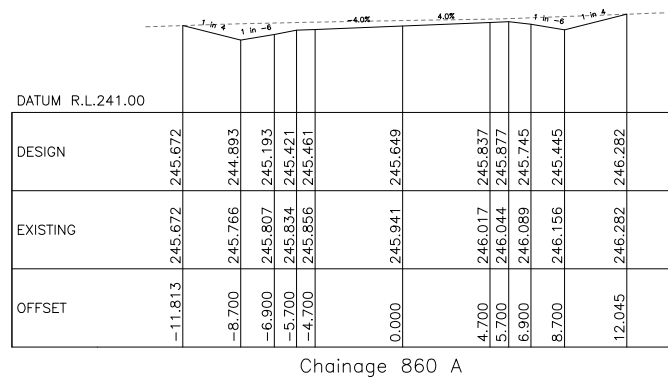
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YANDANOOKA NORTH EAST RD - 5090002
 MINGENEW-MORAWA RD - M025

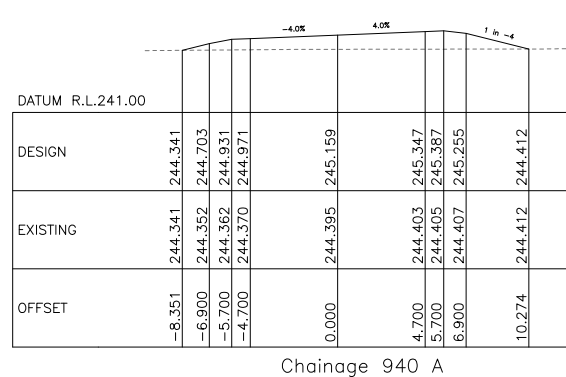
YANDANOOKA NE RD REALIGNMENT
 CROSS SECTIONS - Sheet 3 of 5
 YANDANOOKA NE RD Ch 560A-780A

LOCAL AUTHORITY SHIRE OF MINGENEW (509)
 DRAWING NUMBER 202014-0207-F

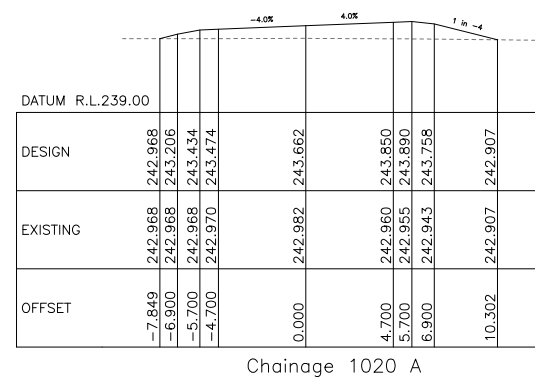
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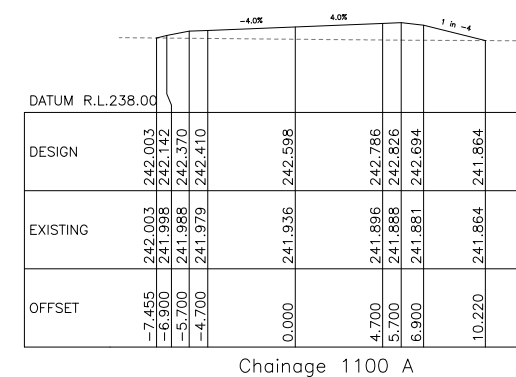
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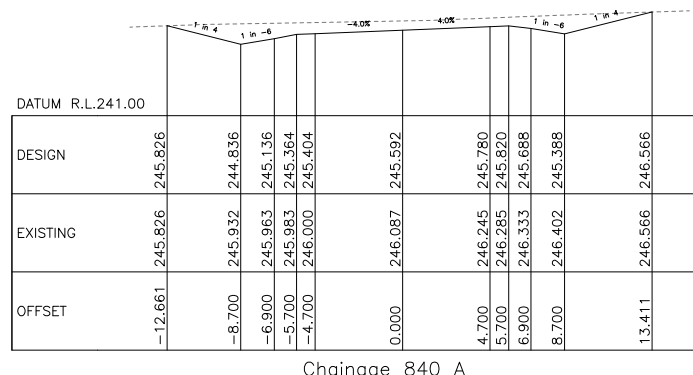
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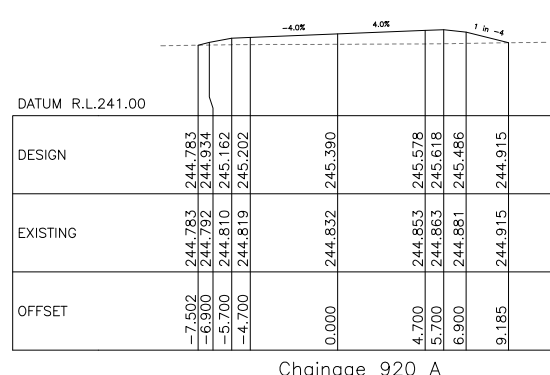
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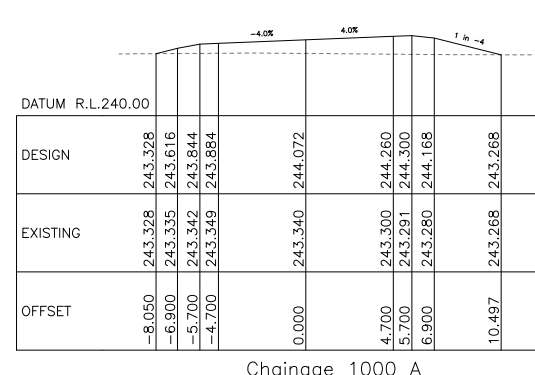
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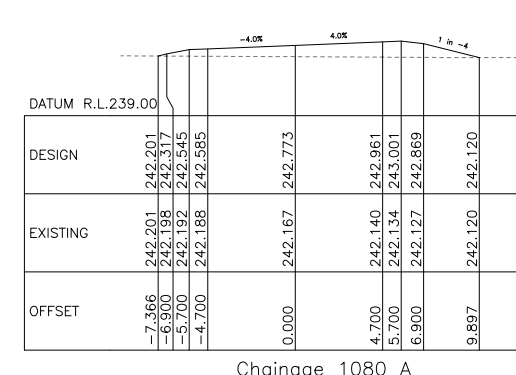
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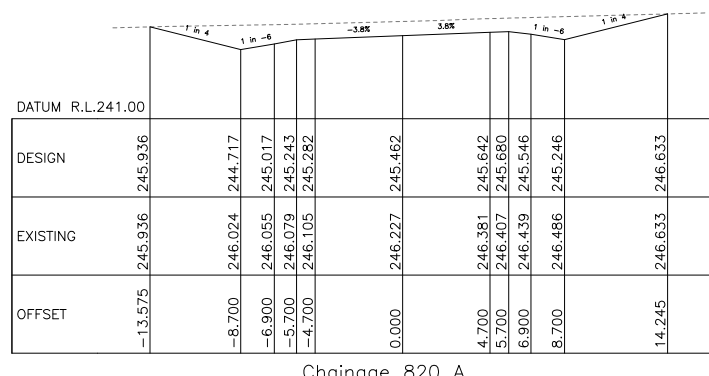
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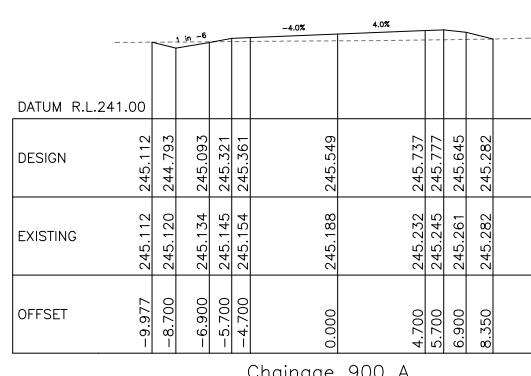
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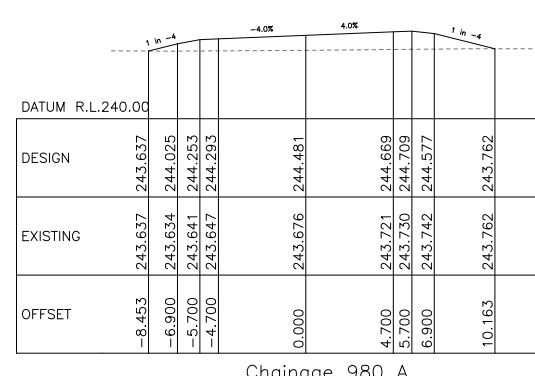
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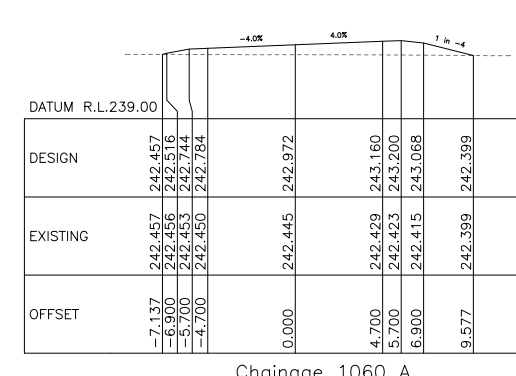
Chainage 820 A



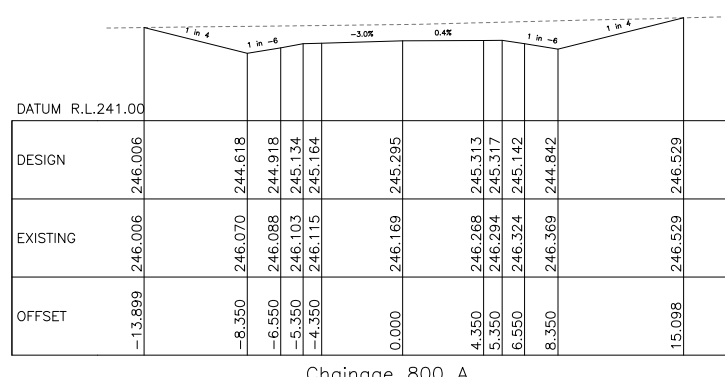
Chainage 900 A



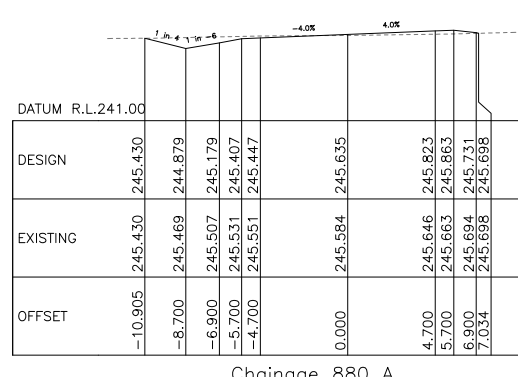
Chainage 980 A



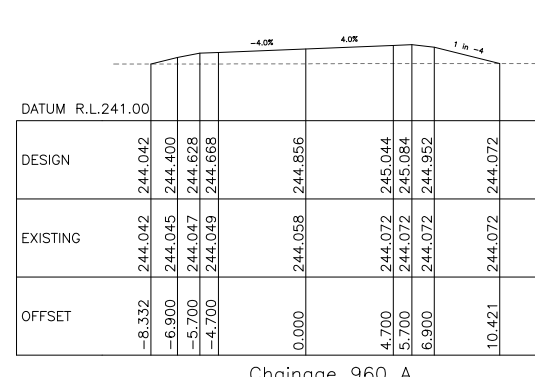
Chainage 1060 A



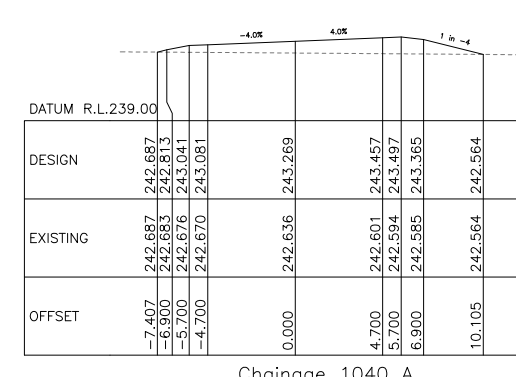
Chainage 800 A



Chainage 880 A



Chainage 960 A



Chainage 1040 A

E D C A	
Issued for Final design review	10-02-21
Issued for 100% design review	06-11-20
Issued for 85% design review	19-06-20
Issued for 15% design review	17-06-19
No.	DESCRIPTION
AMENDMENTS	

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES

8/81 Forrest St Geraldton WA 6530 Ph: 9921 5547

3 Shakespeare Ave Yorkine WA 6060 Ph: 0498 999 484

DESIGNED M.BARNES / DRAWN S.SOUNDARARAJAN / CHECKED M.BARNES

DATE 17/08/20 / DATE 23/02/21

SHIRE OF MINGENEW

21 VICTORIA ST PO BOX 120 MINGENEW WA 6522

Ph (08) 9928 1102 Fax (08) 9928 1128

mainroads WESTERN AUSTRALIA

CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION

EASTWARD ROAD GERALDTON Telephone (08) 9956 1200 Fax (08) 9956 1240

CLIENT FILE No.
RECOMMENDED
APPROVED

YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

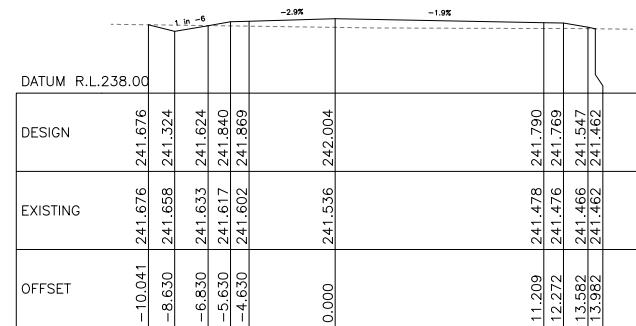
YANDANOOKA NE RD REALIGNMENT
CROSS SECTIONS - Sheet 4 of 5
YANDANOOKA NE RD Ch 800A-1100A

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

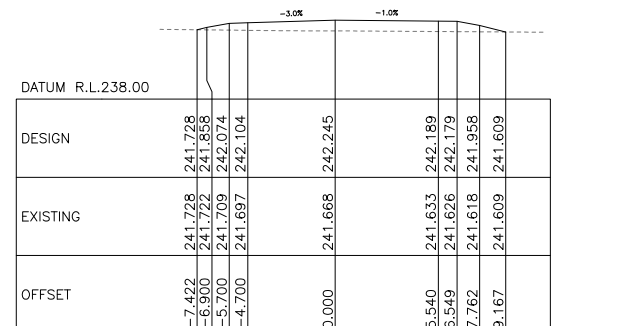
DRAWING NUMBER 202014-0208-F

1:200 0 2m 4 6 8 10 12 14 16 18 20 22 24 26 28 30

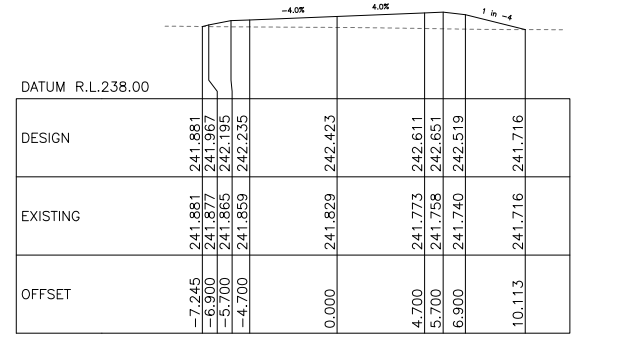
A 1



Chainage 1160A



Chainage 1140A



Chainage 1120 A

Issued for Final design review	
Issued for 100% design review	
Issued for 85% design review	
Issued for 15% design review	
No.	DESCRIPTION
AMENDMENTS	

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES

GERALDTON : 8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547

PERTH : 3 Shakespeare Ave Yokine WA 6060 Mob - 0498 999 484

DESIGNED M.BARNES / DRAWN S.SOUNDARARAJAN	DATE 17/08/20
CHECKED M.BARNES	DATE 23/02/21

SHIRE OF MINGENEW

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CENTRAL & NORTHERN DIRECTORATE
MID WEST-GASCOYNE REGION

EASTWARD ROAD GERALDTON
Telephone (08) 9956 1200 Fax (08) 9956 1240

CLIENT FILE No.
RECOMMENDED
APPROVED

YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

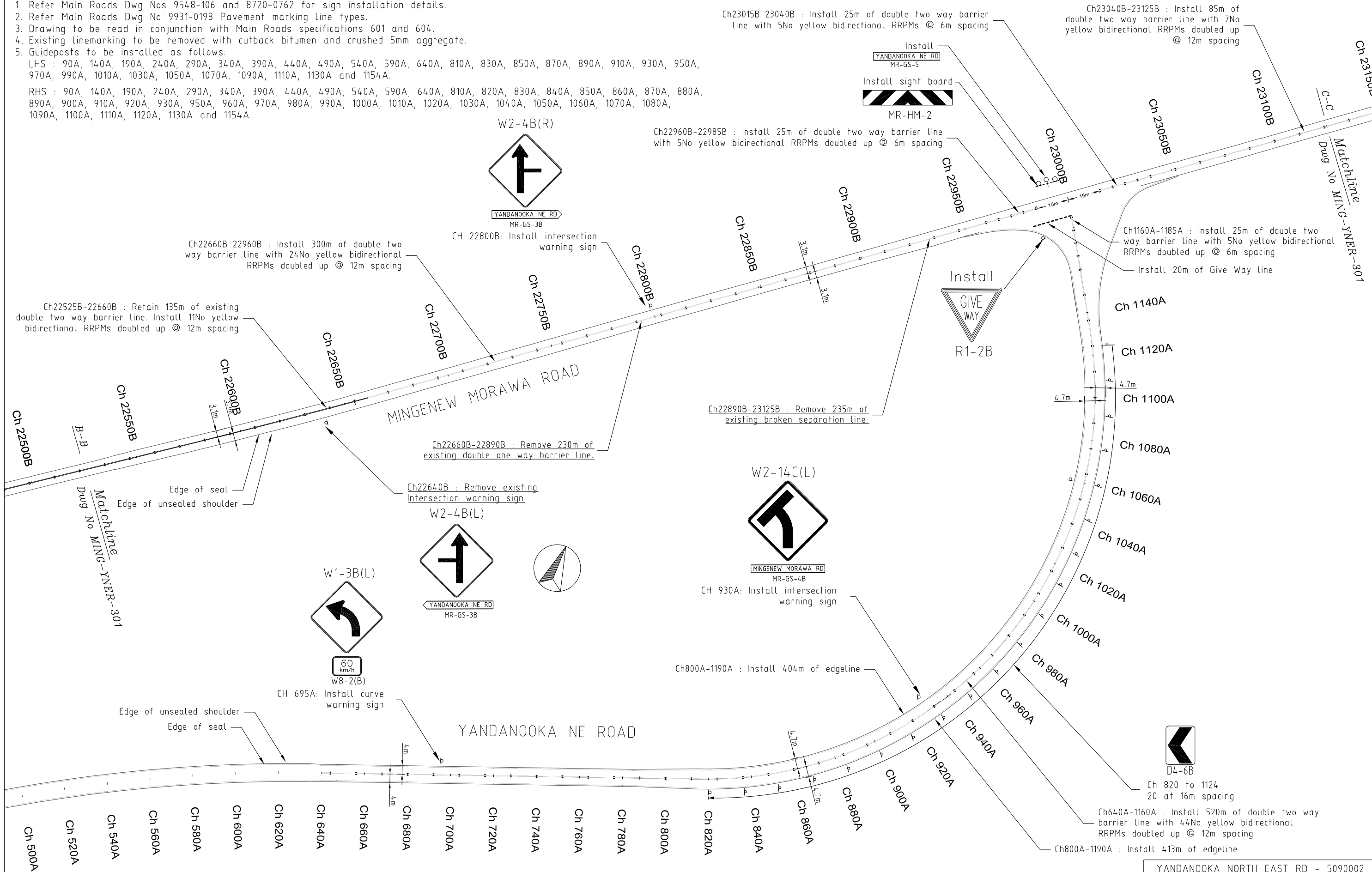
YANDANOOKA NE RD REALIGNMENT
CROSS SECTIONS - Sheet 5 of 5
YANDANOOKA NE RD Ch 1120A-1160A

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

DRAWING NUMBER 202014-0209-F

Notes

1. Refer Main Roads Dwg Nos 9548-106 and 8720-0762 for sign installation details.
2. Refer Main Roads Dwg No 9931-0198 Pavement marking line types.
3. Drawing to be read in conjunction with Main Roads specifications 601 and 604.
4. Existing linemarking to be removed with cutback bitumen and crushed 5mm aggregate.
5. Guideposts to be installed as follows:
 LHS : 90A, 140A, 190A, 240A, 290A, 340A, 390A, 440A, 490A, 540A, 590A, 640A, 810A, 830A, 850A, 870A, 890A, 910A, 930A, 950A, 970A, 990A, 1010A, 1030A, 1050A, 1070A, 1090A, 1110A, 1130A and 1154A.
 RHS : 90A, 140A, 190A, 240A, 290A, 340A, 390A, 440A, 490A, 540A, 590A, 640A, 810A, 820A, 830A, 840A, 850A, 860A, 870A, 880A, 890A, 900A, 910A, 920A, 930A, 950A, 960A, 970A, 980A, 990A, 1000A, 1010A, 1020A, 1030A, 1040A, 1050A, 1060A, 1070A, 1080A, 1090A, 1100A, 1110A, 1120A, 1130A and 1154A.



1:800
0 8m 16 24 32 40 48 56 64 72 80 88 96 104 112 120

A 1

E D C A	Issued for Final design review	10-02-21
	Issued for 100% design review	06-11-20
	Issued for 85% design review	19-06-20
No.	DESCRIPTION	APPROVED & DATE
	AMENDMENTS	

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES

8/81 Forrest St
Geraldton WA 6530
Ph - 9921 5547

3 Shakespeare Ave
Perth WA 6060
Mob - 0498 999 484

DESIGNED / DRAWN M.BARNS
CHECKED M.BARNS

DATE 18/08/20
DATE 23/02/21

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21 VICTORIA ST
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MINGENEV
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MID WEST-GASCOYNE REGION

EASTWARD ROAD
Telephone (08) 9956 1200

GERALDTON
Fax (08) 9956 1240

CLIENT FILE No.	
RECOMMENDED	
APPROVED	

YANDANOOKA NORTH EAST RD - 5090002
MINGENEV-MORAWA RD - M025

YANDANOOKA NE RD REALIGNMENT
SIGNS AND LINEMARKING - Sheet 1 of 2
YANDANOOKA NORTH EAST RD Ch 640-1185
MINGENEV-MORAWA RD Ch 22525-23125

LOCAL AUTHORITY SHIRE OF MINGENEV (509)

DRAWING NUMBER
202014-0210-F

Notes

1. Refer Main Roads Dwg Nos 9548-106 and 8720-0762 for sign installation details.
2. Refer Main Roads Dwg No 9931-0198 Pavement marking line types.
3. Drawing to be read in conjunction with Main Roads specifications 601 and 604.
4. Existing linemarking to be removed with cutback bitumen and crushed 5mm aggregate.

Ch22400B : Remove existing



Ch 22200B

Ch 22250B

Ch 22300B

Ch 22350B

Ch 22400B

Ch 22450B

Ch 22500B

Ch 22550B

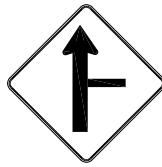
Edge of unsealed shoulder
Edge of seal

B-B

MINGENEW MORAWA ROAD

Ch22190B : Remove existing
Intersection warning sign

W2-4B(R)



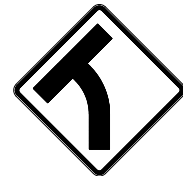
YANDANOOKA NE RD
MR-GS-3B

Ch22200B-22450B : Retain 250m of existing double one way barrier line. Install 21No yellow unidirectional and 21No yellow bidirectional RRPMS @ 12m spacing

Ch22450B-22525B : Retain 75m of existing double two way barrier line. Install 7No yellow bidirectional RRPMS doubled up @ 12m spacing

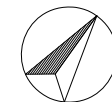
Matchline
Dwg No MING-YNER-300

Remove existing
Intersection warning sign



W2-14B(L)

REDUNDANT SECTION OF YANDANOOKA
NORTH EAST ROAD FORMATION AND
PAVEMENT TO BE REMOVED AND
REHABILITATED



Ch23125B-23300B : Remove 175m of
existing broken separation line.

Ch 23000B

Ch 23050B

Ch 23100B

Ch 23150B

Ch 23200B

Ch 23250B

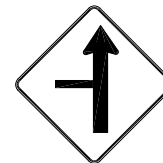
Ch 23300B

C-C

MINGENEW MORAWA ROAD

Matchline
Dwg No MING-YNER-300

W2-4B(L)



YANDANOOKA NE RD
MR-GS-3B

CH 23200B: Install
intersection warning sign

3.1m
3.1m

Edge of seal
Edge of unsealed shoulder

Ch23125B-23300B : Install 175m of double two way barrier line with 14No yellow bidirectional RRPMS doubled up @ 12m spacing

Existing double one way barrier line



YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

YANDANOOKA NE RD REALIGNMENT
SIGNS AND LINEMARKING - Sheet 2 of 2
MINGENEW-MORAWA RD Ch 22190-22525 and
Ch 23125-23300

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

DRAWING NUMBER
202014-0211-F

METADATA

GROUND SURVEY STANDARD: ENGINEERING SURVEY
DATE OF CAPTURE: VARIOUS
MAPPING SURVEY STANDARD:
DATE OF CAPTURE:
MAIN ROADS PROJECT ZONE: MGA_Z50
HEIGHT DATUM: AHD

GREENFIELD TECHNICAL SERVICES
8/81 Forrest St GERALDTON : Geraldton WA 6530 Ph - 9921 3547
3 Shakespeare Ave PERTH : Yokine WA 6060 Mob - 0498 999 484

DESIGNED / DRAWN M.BARNS
CHECKED M.BARNS
DATE 18/08/20
DATE 23/02/21

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mainroads WESTERN AUSTRALIA
CENTRAL & NORTHERN DIRECTORATE
MID WEST-GASCOYNE REGION
EASTWARD ROAD Telephone (08) 9956 1200
GERALDTON Fax (08) 9956 1240

CLIENT FILE No.
RECOMMENDED
APPROVED

Issued for Final design review 10-02-21	AMENDMENTS	
Issued for 100% design review 06-11-20		
Issued for 85% design review 19-08-20		
Issued for 15% design review 17-06-19		
No.	DESCRIPTION	APPROVED & DATE

75
70
65
60
55
50
45
40
35
30
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15
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0
000:1
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1

Notes

1. All culverts and headwalls in accordance with Main Roads Standard Dwg No 201131-0064, 201131-0065 and 201131-0066 and 200131-0061 and 201631-090. Off-road drainage refer Main Roads Standard Dwg No 9831-5497 and 9831-5498.
2. All existing offshoot drains to be rehabilitated unless noted otherwise.
3. The culvert inlet and outlet drains to be reshaped and graded to ensure they match in with existing.
4. Road embankment batter to be shaped to ensure smooth transition to culvert headwall. Both the road embankment material and the backfill material around the headwall shall be compacted as per the embankment specification.
5. Guideposts to be installed at all culvert headwalls.
6. Guideposts shall be flexible type from the approved list in Annexure 602B of the Main Roads specification 602.

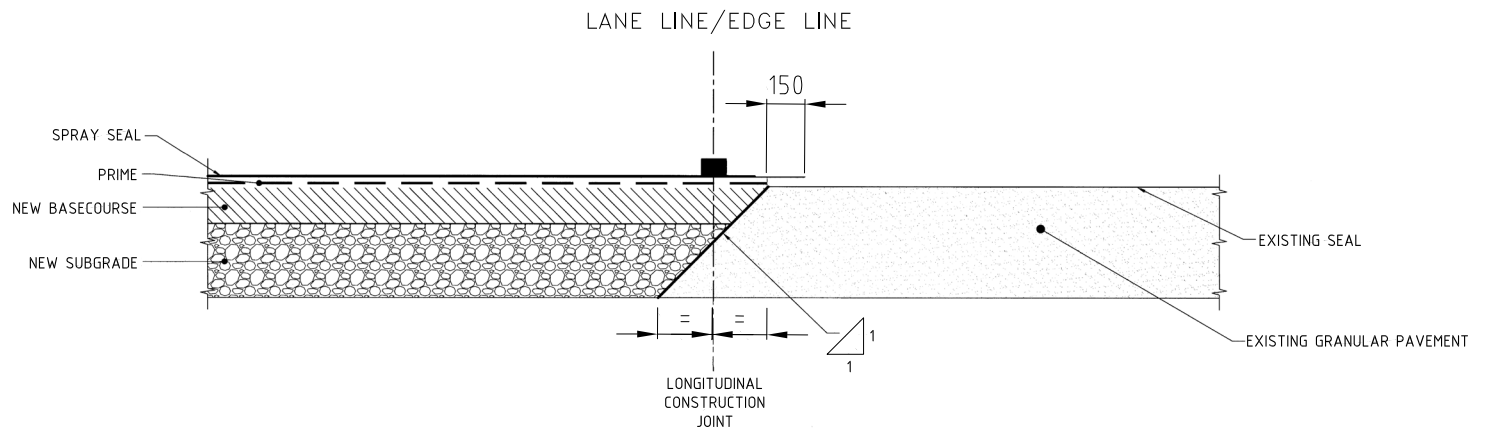
Culvert No	Chainage	Description	Direction	Grade (%)	Skew (deg)	Length (m)	Culvert IL (mAHD)		Headwall height		Apron Length for Inlet and Outlet (mm)	Outlet Rock Protection Type	Rock Protection Dimensions
							INLET	OUTLET	INLET (mm)	OUTLET (mm)			
1	541	1xØ600 RCP	L to R	-3.43	12.00	28.80	240.842	239.853	300	300	2400	LIGHT	2.4m x 2.0m
2	1154	1x1200x300 RCBC	L to R	-0.51	-6.00	22.80	241.340	241.224	300	300	1200	LIGHT	1.8m x 1.5m

E D C A	Issued for Final design review Issued for 100% design review Issued for 85% design review Issued for 15% design review	10-02-21 06-11-20 19-06-20 17-06-19	METADATA		 GREENFIELD TECHNICAL SERVICES GERALDTON : 8/81 Forrest St : Geraldton WA 6530 Ph : 9921 5547 PERTH : 3 Shakespeare Ave : Yokine WA 6060 Mob : 0498 999 484	 SHIRE OF MINGENEW SHIRE OF MINGENEW 21 VICTORIA ST PO BOX 120 MINGENEW WA 6522 Ph (08) 9928 1102 Fax (08) 9928 1128	 mainroads WESTERN AUSTRALIA CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION EASTWARD ROAD GERALDTON Telephone (08) 9956 1200 Fax (08) 9956 1240	CLIENT FILE No.	YANDANOOKA NORTH EAST RD - 5090002 MINGENEW-MORAWA RD - M025
	AMENDMENTS	APPROVED & DATE	GROUND SURVEY STANDARD: ENGINEERING SURVEY DATE OF CAPTURE: VARIOUS MAPPING SURVEY STANDARD: DATE OF CAPTURE: MAIN ROADS PROJECT ZONE: MGA_Z50 HEIGHT DATUM: AHD	DESIGNED M.BARNS / DRAWN S.SOUNDARARAJAN CHECKED M.BARNS				DATE 17/08/20 DATE 23/02/21	

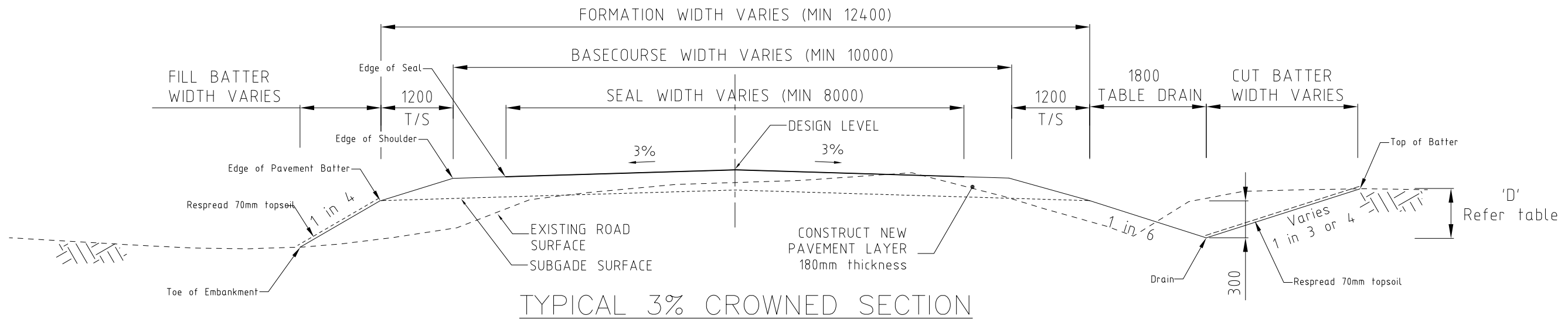
202014-0212-F

Notes

- From Ch 1160A to 1190A the pavement thickness increases to 300mm and the corresponding width of the tapered shoulder also increases from 1200mm to 2000mm.
- Standard seal width varies as follows :
 - Ch 80A - 85A : Transition from 8.0m to 8.4m
 - Ch 85A - 635A : 8.4m
 - Ch 635A - 640A : Transition from 8.4m to 8.0m
 - Ch 785A - 815A : Transition from 8.0m to 9.4m
 - Ch 815A - 1140A : 9.4m
 - Ch 1140A - 1190A : Width varies >9.4m

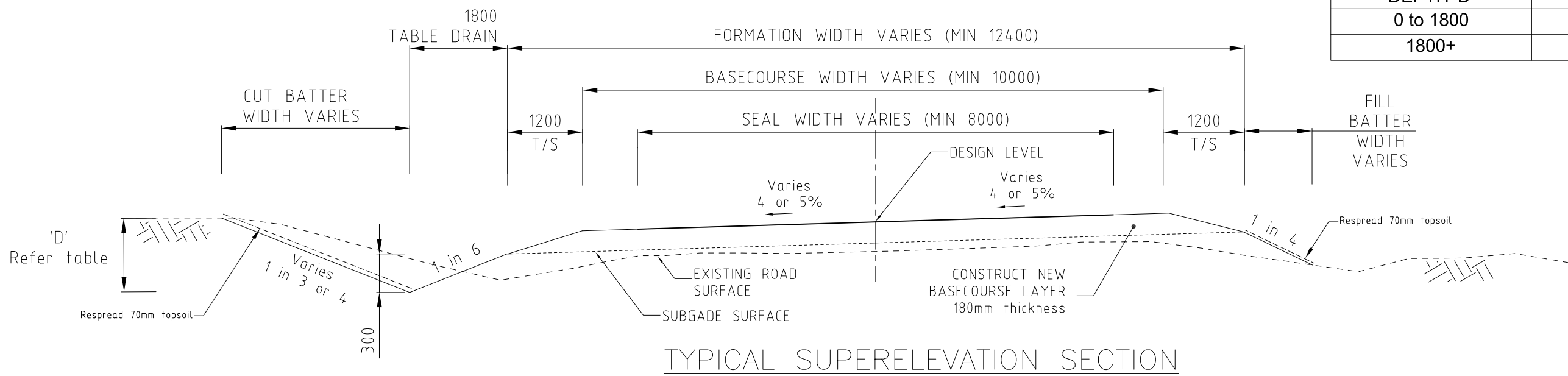


KEY IN DETAIL FOR NEW PAVEMENT



TYPICAL 3% CROWNED SECTION

CUT BATTER	
DEPTH 'D'	SLOPE (H to V)
0 to 1800	4 to 1
1800+	3 to 1



4% or 5% Crossfall

E D C A	Issued for Final design review	10-02-21
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	Issued for 85% design review	19-06-20
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	AMENDMENTS	

METADATA	
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MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES

8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547

3 Shakespeare Ave Yorkine WA 6060 Ph - 0498 999 484

DESIGNED M.BARNS / DRAWN S.SOUNDARARAJAN / CHECKED M.BARNS

DATE 17/08/20 / DATE 23/02/21

SHIRE OF MINGENEW

21 VICTORIA ST PO BOX 120 MINGENEW WA 6522

Ph (08) 9928 1102 Fax (08) 9928 1128

mainroads WESTERN AUSTRALIA

CENTRAL & NORTHERN DIRECTORATE
MID WEST-GASCOYNE REGION

EASTWARD ROAD Telephone (08) 9956 1200 GERALDTON Fax (08) 9956 1240

CLIENT FILE No. _____
RECOMMENDED _____
APPROVED _____

YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

YANDANOOKA NE RD REALIGNMENT
TYPICAL ROAD SECTION DETAILS

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

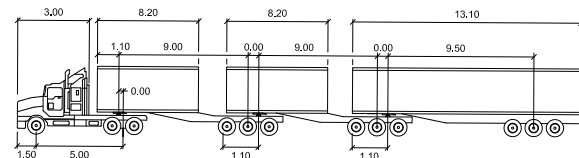
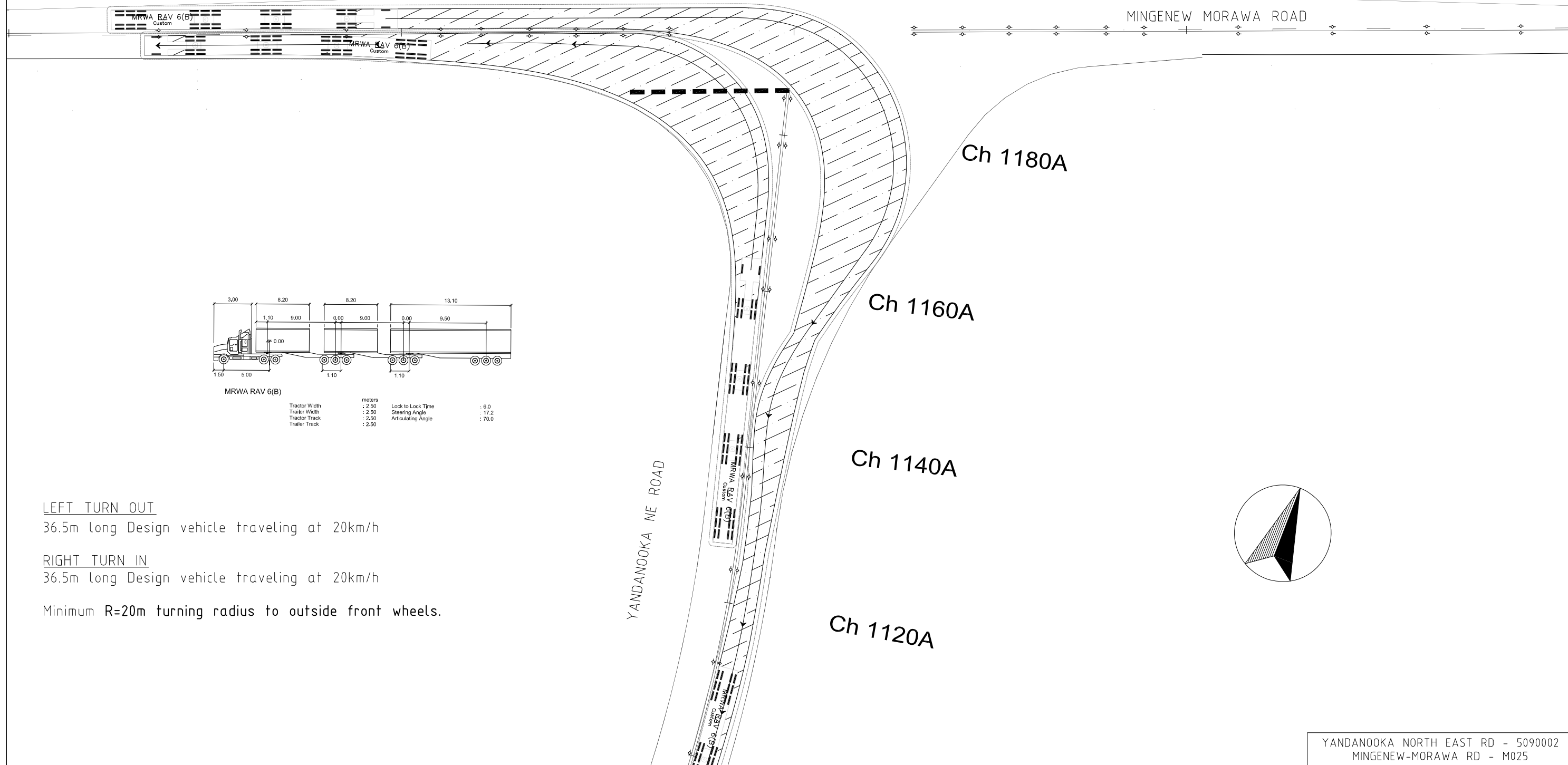
DRAWING NUMBER 202014-0213-F

Ch 22900B

Ch 22950B

Ch 23000B

Ch 23050B



MRWA RAV 6(B)

Tractor Width	: 2.50	Lock to Lock Time	: 6.0
Trailer Width	: 2.50	Steering Angle	: 17.2
Tractor Track	: 2.50	Articulating Angle	: 70.0
Trailer Track	: 2.50		

LEFT TURN OUT
36.5m long Design vehicle traveling at 20km/h

RIGHT TURN IN
36.5m long Design vehicle traveling at 20km/h

Minimum R=20m turning radius to outside front wheels.

1:250 0 2.5m 5 7.5 10 12.5 15 17.5 20 22.5 25 27.5 30 32.5 35 37.5
A
1
A

<p>Issued for Final design review 10-02-21</p> <p>Issued for 100% design review 06-11-20</p> <p>Issued for 85% design review 19-06-20</p> <p>Issued for 15% design review 17-06-19</p>		<p>METADATA</p> <p>GROUND SURVEY STANDARD: ENGINEERING SURVEY</p> <p>DATE OF CAPTURE: VARIOUS</p> <p>MAPPING SURVEY STANDARD:</p> <p>DATE OF CAPTURE:</p> <p>MAIN ROADS PROJECT ZONE: MGA_Z50</p> <p>HEIGHT DATUM: AHD</p>		<p>GREENFIELD TECHNICAL SERVICES</p> <p>8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547</p> <p>3 Shakespeare Ave Perth WA 6060 Mob - 0498 999 484</p> <p>DESIGNED M.BARNES / DRAWN S.SOUNDARARAJAN / CHECKED M.BARNES</p> <p>DATE 17/08/20 / DATE 23/02/21</p>		<p>SHIRE OF MINGENEW</p> <p>21 VICTORIA ST PO BOX 120 MINGENEW WA 6522</p> <p>Ph (08) 9928 1102 Fax (08) 9928 1128</p>		<p>mainroads WESTERN AUSTRALIA</p> <p>CENTRAL & NORTHERN DIRECTORATE MID WEST-GASCOYNE REGION</p> <p>EASTWARD ROAD GERALDTON Telephone (08) 9956 1200 Fax (08) 9956 1240</p>		<p>CLIENT FILE No.</p> <p>RECOMMENDED</p> <p>APPROVED</p>		<p>YANDANOOKA NORTH EAST RD - 5090002</p> <p>MINGENEW-MORAWA RD - M025</p> <p>YANDANOOKA NE RD REALIGNMENT INTERSECTION SWEEP PATHS - Sheet 1 of 2</p> <p>YANDANOOKA NE RD / MINGENEW-MORAWA RD</p> <p>LOCAL AUTHORITY SHIRE OF MINGENEW (509)</p> <p>DRAWING NUMBER 202014-0214-F</p>	
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Ch 22900B

Ch 22950B

Ch 23000B

Ch 23050B

MINGENEW MORAWA ROAD

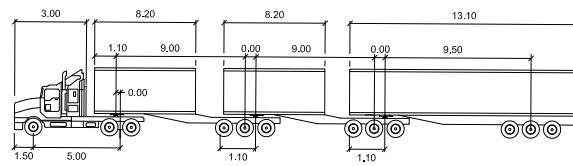
YANDANOOKA NE ROAD

Ch 1180A

Ch 1160A

Ch 1140A

Ch 1120A



MRWA RAV 6(B)

	Tractor Width	Trailer Width	Tractor Track	Trailer Track	Lock to Lock Time	Steering Angle	Articulating Angle
units	metres	metres	metres	metres	metres	degrees	degrees
values	: 2.50	: 2.50	: 2.50	: 2.50	: 6.0	: 17.2	: 70.0

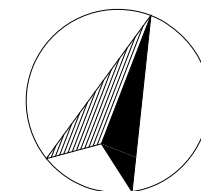
LEFT TURN IN

36.5m long Design vehicle traveling at 30km/h

RIGHT TURN OUT

36.5m long Design vehicle traveling at 20km/h

Minimum R=20m turning radius to outside front wheels.



YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

YANDANOOKA NE RD REALIGNMENT
INTERSECTION SWEEP PATHS - Sheet 2 of 2
YANDANOOKA NE RD / MINGENEW-MORAWA RD

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

DRAWING NUMBER

202014-0215-F

E D C A	Issued for Final design review	10-02-21
	Issued for 100% design review	06-11-20
	Issued for 85% design review	19-06-20
	Issued for 15% design review	17-06-19
No.	DESCRIPTION	APPROVED & DATE
	AMENDMENTS	

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES

8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547

3 Shakespeare Ave Perth WA 6060 Mob - 0498 999 484

DESIGNED M.BARNES / DRAWN S.SOUNDARARAJAN

CHECKED M.BARNES

DATE 17/08/20

DATE 23/02/21

SHIRE OF MINGENEW

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mainroads WESTERN AUSTRALIA

CENTRAL & NORTHERN DIRECTORATE
MID WEST-GASCOYNE REGION

EASTWARD ROAD GERALDTON
Telephone (08) 9956 1200 Fax (08) 9956 1240

CLIENT FILE No.
RECOMMENDED
APPROVED

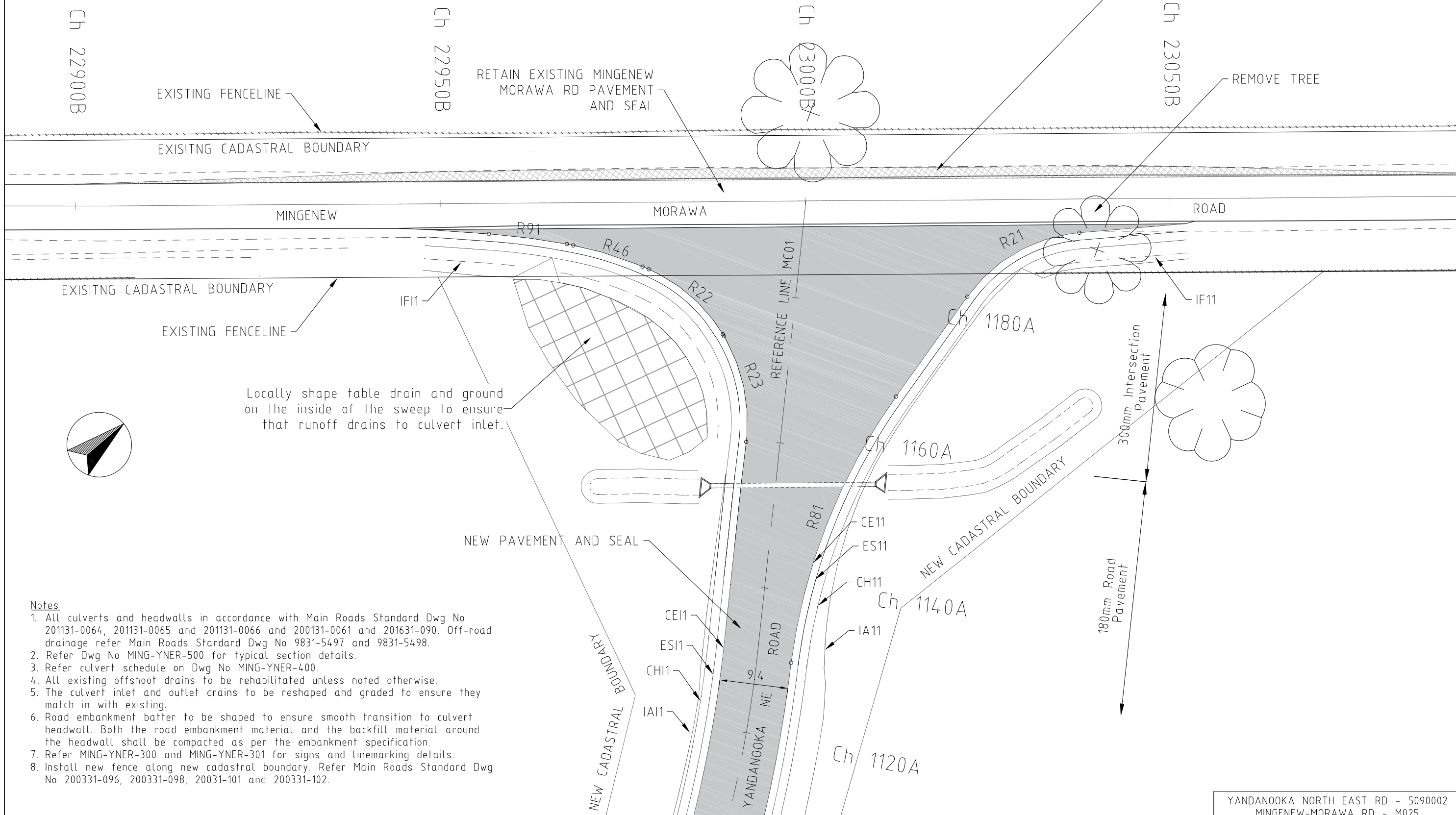
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A 1

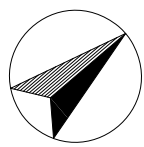


WARNING:
SERVICES AND CADASTRAL BOUNDARY LOCATIONS SHOWN ARE INDICATIVE ONLY AND MUST NOT BE USED FOR EXCAVATION. THE "ONE CALL 1100" SYSTEM SHALL BE USED TO OBTAIN ACCURATE SERVICE LOCATIONS

Ch 22900B-23100B : Reconstruct existing shoulder and seal approx 1.5m. Section includes 50m seal taper on each end.



- Notes**
1. All culverts and headwalls in accordance with Main Roads Standard Dwg No 201131-0064, 201131-0065 and 201131-0066 and 200131-0061 and 201631-090. Off-road drainage refer Main Roads Standard Dwg No 9831-5497 and 9831-5498.
 2. Refer Dwg No MING-YNER-500 for typical section details.
 3. Refer culvert schedule on Dwg No MING-YNER-400.
 4. All existing offshoot drains to be rehabilitated unless noted otherwise.
 5. The culvert inlet and outlet drains to be reshaped and graded to ensure they match in with existing.
 6. Road embankment batter to be shaped to ensure smooth transition to culvert headwall. Both the road embankment material and the backfill material around the headwall shall be compacted as per the embankment specification.
 7. Refer MING-YNER-300 and MING-YNER-301 for signs and linemarking details.
 8. Install new fence along new cadastral boundary. Refer Main Roads Standard Dwg No 200331-096, 200331-098, 20031-101 and 200331-102.



1:250
0 2.5m 5 7.5 10 12.5 15 17.5 20 22.5 25 27.5 30 32.5 35 37.5

A 1

YANDANOOKA NORTH EAST RD - 5090002
MINGENEW-MORAWA RD - M025

F E D	Re-issued for Final design review	23-03-21
	Issued for Final design review	10-02-21
No.	DESCRIPTION	APPROVED & DATE
	AMENDMENTS	

METADATA	
GROUND SURVEY STANDARD:	ENGINEERING SURVEY
DATE OF CAPTURE:	VARIOUS
MAPPING SURVEY STANDARD:	
DATE OF CAPTURE:	
MAIN ROADS PROJECT ZONE:	MGA_Z50
HEIGHT DATUM:	AHD

GREENFIELD TECHNICAL SERVICES

8/81 Forrest St
Geraldton WA 6530
Ph - 9921 5547

3 Shakespeare Ave
Perth WA 6060
Mob - 0498 999 484

DESIGNED / DRAWN M.BARNS
CHECKED M.BARNS

DATE 18/08/20
DATE 23/02/21

SHIRE OF MINGENEW

21 VICTORIA ST
PO BOX 120
MINGENEW
WA 6522

Ph (08) 9928 1102
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mainroads WESTERN AUSTRALIA

CENTRAL & NORTHERN DIRECTORATE
MID WEST-GASCOYNE REGION

EASTWARD ROAD
Telephone (08) 9956 1200

GERALDTON
Fax (08) 9956 1240

CLIENT FILE No.
RECOMMENDED
APPROVED

YANDANOOKA NE RD REALIGNMENT	
INTERSECTION DETAILS	
LOCAL AUTHORITY	SHIRE OF MINGENEW (509)
DRAWING NUMBER	202014-0216-F

ANNEXURE D PURCHASING POLICY



COUNCIL POLICY

1.3.1

Finance

Title:	1.3.1 PURCHASING POLICY
Adopted:	21 March 2018
Reviewed:	21 April 2021
Associated Legislation:	Local Government Act 1995 s5.42, s5.44, s5.46, s6.2(4a), s6.8 Local Government (Functions and General) Regulations 1996 Part 4 Local Government (Financial Management) Regulations 1996 Part 4 State Records Act 2000
Associated Documentation:	Shire of Mingenew Delegations Register Shire of Mingenew Code of Conduct
Review Responsibility:	Governance Officer Finance and Administration Manager
Delegation:	Chief Executive Officer

NOTE: This policy is based on the WALGA Model Purchasing Policy Template (as at Feb 2021) with some modifications

Last Adopted: April 2020

Policy Statement:

The Shire of Mingenew (the Shire) is committed to applying the objectives, principles and practices outlined in this Policy, to all purchasing activity and to ensuring alignment with the Shire's strategic and operational objectives.

1. PURCHASING

1.1 OBJECTIVES

The Shire's purchasing activities will:

- a) Achieve best value for money that considers sustainable benefits, such as; environmental, social and local economic factors;
- b) Foster economic development by maximising participation of local businesses in the delivery of goods and services;
- c) Use consistent, efficient and accountable purchasing processes and decision-making, including; competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;
- d) Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;
- e) Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- f) Comply with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, other relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;
- g) Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire;
- h) Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management framework;

- i) Ensure records evidence purchasing activities in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan;
- j) Ensure confidentiality that protects commercial-in-confidence information and only releases information where appropriately approved.

1.2 ETHICS & INTEGRITY

The Shire's Codes of Conduct apply when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

1.3 VALUE FOR MONEY

The Shire will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

1.3.1 Assessing Value for Money

Value for money assessment will consider:

- a) All relevant Total Costs of Ownership (TCO) and benefits including; transaction costs associated with acquisition, delivery, distribution, and other costs such as, but not limited to; holding costs, consumables, deployment, training, maintenance and disposal;
- b) The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, ease of communications, etc.
- c) The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history;
- d) A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this Policy, where practicable;
- e) The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;
- f) The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy including Local Economic Benefit; and
- g) Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s and the goods or services required.

1.4 PURCHASING THRESHOLDS AND PRACTICES

1.4.1. Defining the Purchasing Value

The Shire will apply reasonable and consistent methodologies to assess and determine Purchasing Values, which ensure:

- a) The appropriate purchasing threshold and practice is applied in all purchasing activities; and
- b) Wherever possible, purchasing activity for the same category of supply is aggregated into single contract arrangements to achieve best value and efficiency in future purchasing activities where the requirements are able to be provided by a single supplier.

A category of supply can be defined as groupings of similar goods or services with common: supply and demand drivers; market characteristics; or suppliers.

Strategic Purchasing Value Assessments

The Shire will periodically review recent past purchasing activity across its operations to identify categories of supply for which the Shire will have continuing need and which can be aggregated into single contract arrangements in order to achieve best value for money and efficiency in future purchasing activity.

The assessment of aggregated expenditure for the same category of supply capable of being supplied by a single supplier will determine the Purchasing Value threshold applicable to future purchasing activity.

Individual Purchasing Value Assessments

In any case, where there is no relevant current contract, each purchasing activity is to assess the Purchasing Value based upon the following considerations:

- a) Exclusive of Goods and Services Tax (GST); and
- b) The estimated total expenditure for the proposed supply including the value of all contract extension options and where applicable, the total cost of ownership considerations.
- c) The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements.
- d) Requirements must not be split to avoid purchasing or tendering thresholds [F&G Reg. 12].

The calculated estimated Purchasing Value will determine the applicable threshold and purchasing practice to be undertaken.

1.4.2. Table of Purchasing Thresholds and Practices

Supplier Order of Priority

The Shire will consider and apply, where applicable, the following Supplier Order of Priority:

Priority 1:	Existing Prequalified Supplier Panel or other Contract Current contracts, including a Panel of Prequalified Suppliers or contracted supplier, must be used where the Shire's supply requirements can be met through the existing contract. If the Shire does not have a current contract relevant to the required supply, then a relevant WALGA PSA may be used.
Priority 2:	Local Suppliers Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that wherever

	<p>possible quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority.</p> <p>If no relevant local supplier is available, then a relevant WALGA PSA may be used.</p>
Priority 3:	<p>Tender Exempt - WALGA Preferred Supplier Arrangement (PSA) Use a relevant WALGA PSA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant PSA exists but an alternative supplier is considered to provide best value, then the CEO, or an officer authorised by the CEO, must approve the alternative supplier. Reasons for not using a PSA may include:</p> <ul style="list-style-type: none"> i. Local supplier availability (that are not within the PSA); or, ii. Social procurement – preference to use Aboriginal business or Disability Enterprise. <p>If no relevant WALGA PSA is available, then a relevant State Government CUA may be used.</p>
Priority 4:	<p>Tender Exempt - WA State Government Common Use Arrangement (CUA) Use a relevant CUA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant CUA exists, but an alternative supplier is considered to provide best value for money, then the proposed alternative supplier must be approved by the CEO, or an officer authorised by the CEO.</p> <p>If no relevant CUA is available, then a Tender Exempt <i>[F&G Reg.11(2)]</i> arrangement may be used.</p>
Priority 5:	<p>Other Tender Exempt arrangement <i>[F&G Reg. 11(2)]</i> Regardless of whether or not the Purchasing Value will exceed the tender threshold, the Shire will investigate and seek quotations from tender exempt suppliers, and will specifically ensure that wherever possible quotations are obtained from a WA Disability Enterprise and / or an Aboriginal Owned Business that is capable of providing the required supply.</p>
Priority 6:	<p><u>Other Suppliers</u> Where there is no relevant existing contract or tender exempt arrangement available, purchasing activity from any other supplier is to be in accordance with relevant Purchasing Value Threshold and Purchasing Practice specified in the table below.</p>

Purchasing Practice Purchasing Value Thresholds

The Purchasing Value, assessed in accordance with clause 1.4.1, determines the Purchasing Practice to be applied to the Shire's purchasing activities.

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
Up to \$5,000 (<i>ex GST</i>)	<p>Obtain at least one (1) verbal or written quotation from a suitable supplier in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p>The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
From \$5,001 and up to \$50,000 (<i>ex GST</i>)	<p>Seek at least two (2) verbal or written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p>If purchasing from a WALGA PSA, CUA or other tender exempt arrangement, a minimum of two (2) written quotations are to be obtained.</p> <p>The purchasing decision is to be based upon assessment of the supplier's response to:</p> <ul style="list-style-type: none"> • a brief outline of the specified requirement for the goods; services or works required; and • Value for Money criteria, not necessarily the lowest price. <p>The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
From \$50,001 and up to \$100,000 (<i>ex GST</i>)	<p>Seek at least three (3) written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p>The purchasing decision is to be based upon assessment of the supplier's response to:</p> <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • Value for Money criteria, not necessarily the lowest price. <p>The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
From \$100,001 and up to \$250,000 (<i>ex GST</i>)	<p>Seek at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p>The purchasing decision is to be based upon assessment of the supplier's response to:</p> <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • pre-determined selection criteria that assesses all best and sustainable value considerations. <p>The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
Over \$250,000 (<i>ex GST</i>)	<p>Tender Exempt arrangements (i.e. WALGA PSA, CUA or other tender exemption under <i>F&G Reg.11(2)</i>) require at least three (3) written responses from suppliers by</p>

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
	<p>invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p><u>OR</u></p> <p>Public Tender undertaken in accordance with the <i>Local Government Act 1995</i> and relevant Shire Policy and procedures.</p> <p>The Tender Exempt or Public Tender purchasing decision is to be based on the supplier's response to:</p> <ul style="list-style-type: none"> • A detailed specification; and • Pre-determined selection criteria that assesses all best and sustainable value considerations. <p>The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (<i>Within Budget</i>)</p> <p>Refer to Clause 1.4.3</p>	<p>Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds.</p> <p>If there is no existing Panel or contract, then clause 1.4.2(1) Supplier Order of Priority will apply wherever practicable.</p> <p>However, where due to the urgency of the situation; a contracted or tender exempt supplier is unable to provide the emergency supply <u>OR</u> compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. However, an emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response and must be subject to due consideration of best value and sustainable practice.</p> <p>The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (<i>No budget allocation available</i>)</p> <p>Refer for Clause 1.4.3</p>	<p>Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with s.6.8 of the <i>Local Government Act 1995</i>, the President must authorise, in writing, the necessary budget adjustment prior to the expense being incurred.</p> <p>The CEO is responsible for ensuring that an authorised emergency expenditure under s.6.8 is reported to the next ordinary Council Meeting.</p> <p>The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.</p>
<p>LGIS Services</p>	<p>The suite of LGIS insurances are established in accordance with s.9.58(6)(b) of the <i>Local Government Act 1995</i> and are provided as part of a mutual, where WALGA</p>

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
Section 9.58(6)(b) Local Government Act	Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS insurance services is available as a member-base service and is not defined as a purchasing activity subject to this Policy. Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this Policy is required.

1.4.3. Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

- a) A local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets; OR
- b) A local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the Local Government Act 1995 and Functions and General Regulation 11(2)(a); OR
- c) A State of Emergency declared under the Emergency Management Act 2005 and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

1.4.4. Inviting Tenders Though not Required to do so

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the \$250,000 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement and the use of a public tender process will enhance; value for money, efficiency, risk mitigation and sustainable procurement benefits.

In such cases, the tender process must comply with the legislative requirements and the Shire's tendering procedures [F&G Reg.13].

1.4.5. Expressions of Interest

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process [F&G Reg.21] where the required supply evidences one or more of the following criteria:

- a) Unable to sufficiently scope or specify the requirement;
- b) There is significant variability for how the requirement may be met;
- c) There is potential for suppliers to offer unique solutions and / or multiple options for how the purchasing requirement may be obtained, specified, created or delivered;

- d) Subject to a creative element; or
- e) Provides a procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes will be based upon qualitative and other non-price information only.

1.4.6. Unique Nature of Supply (Sole Supplier)

An arrangement with a supplier based on the unique nature of the goods or services required or for any other reason, where it is unlikely that there is more than one potential supplier may only be permitted where the:

- a) purchasing value is estimated to be over \$5,000; and
- b) purchasing requirement has been documented in a detailed specification; and
- c) specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- d) market testing process and outcomes of supplier assessments have been evidenced in records, inclusive of a rationale for why the supply is determined as unique and why quotations / tenders cannot be sourced through more than one potential supplier.

An arrangement of this nature will only be approved for a period not exceeding one (1) year. For any continuing purchasing requirement, the approval must be re-assessed before expiry, to evidence that only one potential supplier still genuinely exists.

1.4.7. Anti-Avoidance

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of "splitting" the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

1.4.8. Contract Renewals, Extensions and Variations

Where a contract has been entered into as the result of a publicly invited tender process, then Functions and General Regulation 21A applies.

For any other contract, the contract must not be varied unless

- a) The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or
- b) The variation is a renewal or extension of the term of the contract where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this Policy.

2. SUSTAINABLE PROCUREMENT

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders may include a request for Suppliers to provide information regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

2.1. LOCAL ECONOMIC BENEFIT

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region. As much as practicable, the Shire will:

- a) consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;
- b) consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- c) ensure that procurement plans, and analysis is undertaken prior to develop Requests to understand local business capability and local content availability where components of goods or services may be sourced from within the District for inclusion in selection criteria;
- d) explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- e) avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;
- f) consider the adoption of Key Performance Indicators (KPIs) within contractual documentation that require successful Contractors to increase the number of employees from the District first; and
- g) provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

The Shire has adopted a Regional Price Preference Policy, which will be applied when undertaking all tendering activities.

2.2. SOCIALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of requirements from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting may be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

Aboriginal Businesses

Functions and General Regulation 11(2)(h) provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less, or worth \$250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in F&G Reg.11(2)(h)) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

Australian Disability Enterprises

Functions and General Regulation 11(2)(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

2.3. ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria may be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers which:

- a) demonstrate policies and practices that have been implemented by the business as part of its operations;
- b) generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and

- c) encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

3. RECORD KEEPING

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire relevant to the performance of the contract.

4. PURCHASING POLICY NON-COMPLIANCE

The Purchasing Policy is mandated under the Local Government Act 1995 and Regulation 11A of the Local Government (Functions and General) Regulations 1996 and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision-making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with; legislation, this Purchasing Policy or the Code of Conduct, is identified it must be reported to the Chief Executive officer or the Finance and Administration Manager

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation, with findings to be considered in context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

- a) an opportunity for additional training to be provided;
- b) a disciplinary matter, which may or may not be subject to reporting requirements under the Public Sector Management Act 1994; or
- c) where the breach is also identified as potentially serious misconduct, the matter will be reported in accordance with the Corruption, Crime and Misconduct Act 2003. The Shire of Mingenew (the "Shire") is committed to delivering the objectives, principles and practices outlined in this Policy, when purchasing goods, services or works to achieve the Shire's strategic and operational objectives.

This policy complies with the *Local Government (Functions and General) Regulations 1996* (The Regulations).

ANNEXURE E REGIONAL PRICE PREFERENCE POLICY



COUNCIL POLICY
Finance

1.3.7

Title:	1.3.7 REGIONAL PRICE PREFERENCE
Adopted:	<2009
Reviewed:	February 2019 March 2018- Inserted into Management Procedure 1.3.1. January 2020 – Clarified Midwest region boundary 16 December 2020
Associated Legislation:	Local Government Act (1995) as amended; State Records Act 2000 Local Government (Functions and General) Regulations 1996, Part 4A
Associated Documentation:	Shire of Mingenew Code of Conduct Shire of Mingenew Policy 1.3.1- Purchasing Shire of Mingenew Management Procedure 1.3.1- Purchasing
Review Responsibility:	Council

Previous Policy Number/s – 3008

Objective:

- To ensure Shire of Mingenew residents and all relevant stakeholders are provided a fair and meaningful opportunity to participate and contribute to problem solving, planning and decisions made by the Council and its staff.
- To provide effective stakeholder engagement for productive relationships, improved dialogue and deliberation, and ultimately, better democracy.

Policy:

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

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

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

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

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

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew



2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

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

Stipulated Area-

1. 5% to all suppliers located within the Shire of Mingenew
2. 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin.
3. 1% to all suppliers located within the Midwest Region

Goods and Services, including Construction (building) Services tendered for the first time where Council previously supplied the Goods or Services – up to a maximum price reduction of \$500,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew
2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

The Midwest Region incorporates the following 17 local governments: Carnamah, Chapman Valley, Coorow, Cue, Greater Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Murchison, Northampton, Perenjori, Sandstone, Three Springs, Wiluna and Yalgoo.

Regional Price Preference will only be given to suppliers located within the stipulated areas for more than six months prior to the advertising date of the tender.

Located within the stipulated areas is defined as having a physical presence in the way of a shop, depot, outlet, headquarters or other premises where the goods or services specifically being provided are supplied from. This does not exclude suppliers whose registered business is located outside the stipulated area but undertake the business from premises within the stipulated area. An example is a franchisee of a multinational company.

Only those goods and services identified in the tender as being from a source located within the stipulated area will have the price preference applied when assessing the tender.

Price is only one factor that Council considers when evaluating a tender. There is nothing contained within this policy that compels Council to accept the lowest tender or any tender based on price offered.

ANNEXURE F PRICING SCHEDULE

**SHIRE OF MINGENEW
YANDANOOKA NE ROAD INTERSECTION CONSTRUCTION
RFT1 21-22**

SCHEDULES OF RATES

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SCHEDULE No. 1 - GENERAL ITEMS

Item	Description	Unit	Qty	Rate	Amount
<u>CONDITIONS OF CONTRACT</u>					
GCC	GENERAL CONDITIONS OF CONTRACT				
GCC.01	Insurances in accordance with the General Conditions of Contract	Item	1		
GCC.02	Contractor's superintendence during the execution of the Works	Item	1		
GCC.03	All charges, costs and obligations relating to the General Conditions of Contract not provided for elsewhere	Item	1		
SPECIAL CONDITIONS OF CONTRACT					
SCC.01	All charges, costs and obligations relating to the Special Conditions of Contract not provided for elsewhere	Item	1		
<u>SERIES 100 - GENERAL REQUIREMENTS</u>					
101 DESCRIPTION OF WORKS					
101.01	Provision of access for others to undertake works	Item	1		
101.02	Contractors programs	Item	1		
101.03	Project works sign	No.	3		
102 SURVEY INFORMATION					
102.01	Survey information, control and setting out of the works	Item	1		
103 SITE FACILITIES					
<u>Contractors Site Facilities</u>					
103.01	Provision of Contractor's site facilities	Item	1		
<u>Contractor's Plant</u>					
103.02	Mobilisation and demobilisation of Contractor's plant	Item	1		
104 ENTRY TO LAND					
104.01	Entry to land	Item	1		
106 UTILITIES AND SERVICES					
106.01	Liaison, programming, location and protection of utilities and services	Item	1		

Item	Description	Unit	Qty	Rate	Amount
<u>SERIES 200 - MANAGEMENT REQUIREMENTS</u>					
202 - TRAFFIC					
202.01	Traffic management	Item	1		
202.02	Traffic control devices	Item	1		
202.03	Traffic controllers	Item	1		
202.04	Construction, maintenance and removal of sidetracks, access tracks and temporary driving surfaces	Item	1		
202.05	Maintenance of existing roads	Item	1		
203 - OCCUPATIONAL SAFETY AND HEALTH					
203.01	Occupational safety and health including safety and health plans and safety and health audits	Item	1		
204 - ENVIRONMENTAL MANAGEMENT					
204.01	Construction Environmental Management Plan	Item	1		
	To Summary				

SCHEDULE No. 2 - ROADWORKS

Item	Description	Unit	Qty	Rate	Amount
<u>SERIES 300 - EARTHWORKS</u>					
301 - VEGETATION CLEARING AND DEMOLITION					
301.01	Native vegetation clearing	m ²	350		
301.02	General vegetaion clearing	m ²	4,130		
301.03	Topsoil removal, 100 deep	m ²	26,195		
302 - EARTHWORKS					
302.01	Removal of redundant seal	m ²	2,056		
302.02	Ripping and rehabilitating redundant pavement	m ²	3,395		
302.03	Marking out and cutting edge of existing pavement	m	315		
<u>UNSUITABLE MATERIAL</u>					
302.04	Removal of unsuitable material	m ³	-		Rate Only
302.05	Backfilling unsuitable material excavations	m ³	-		Rate Only
<u>CONTAMINATED MATERIAL</u>					
302.06	Removal of contaminated material	m ³	-		Rate Only
302.07	Backfilling contaminated material excavations	m ³	-		Rate Only
<u>EXCAVATION IN ROCK</u>					
302.08	Excavation in rock	m ³	-		Rate Only
<u>EMBANKMENT CONSTRUCTION</u>					
302.09	Embankment foundation compaction	m ²	13,485		
302.10	Embankment construction cut to fill	m ³	9,120		
302.11	Disposal of excess cut material to fill batter slopes and road reserve as directed by the superintendent	m ³	3,055		
<u>SUBGRADE</u>					
302.12	Subgrade preparation	m ²	16,480		
302.13	Subgrade preparation in road widenings	m ²	225		
303 - MATERIAL AND WATER SOURCES					
<u>PIT ESTABLISHMENT</u>					
303.01	Pavement material borrow pits	Item	1		
<u>WATER SUPPLIES</u>					
303.02	Water supplies	Item	1		
	To Summary				

Item	Description	Unit	Qty	Rate	Amount
<u>SERIES 400 - DRAINAGE</u>					
402 - SURFACE DRAINS AND LEVEES					
<u>SURFACE DRAINS AND LEVEES</u>					
402.01	Table drains	m	1,210		
402.02	Type F surface drain to culvert inlet / outlet not exceeding 2m wide at base	m	45		
402.03	Extra over surface drains for excavation in rock	m ³	-		Rate Only
404 - CULVERTS					
<u>CULVERTS</u>					
<u>Reinforced Concrete Pipes Class 2</u>					
404.01	600 mm diameter class 2 RCP culvert	m	28.8		
<u>Reinforced Concrete Box Sections</u>					
404.02	1200 x 300 Box culvert	m	22.8		
<u>All Culverts</u>					
404.03	Select bedding	m ³	4.2		
404.04	Reinforced concrete base slab	m ³	9.3		
404.05	Reinforced insitu concrete culvert end treatments	m ³	7		
404.06	Extra over culverts for excavation in rock	m ³	-		Rate Only
<u>Redundant Culverts</u>					
404.07	Removal of 450 mm diameter reinforced concrete pipe	m	10		
406 - ROCK PROTECTION					
406.01	750 mm deep light class rock pitching downstream from culvert outlet headwall	m ²	5		
To Summary					
<u>SERIES 500 - PAVEMENT & SURFACING</u>					
501 - PAVEMENTS					
<u>BASECOURSE</u>					
501.01	180 mm thick gravel basecourse - Yandanooka NE Road	m ²	15,185		
501.02	300 mm thick gravel basecourse - Intersection approach	m ²	1,295		
501.03	250 mm thick gravel basecourse in widenings - Mingenew Morawa Road	m ²	465		
503 - BITUMINOUS SURFACING					
<u>ROADWORKS</u>					
<u>Prime</u>					
503.01	Prime coat with BAR of 0.9 litres/m ²	m ²	11,115		
<u>Bitumen Seal</u>					
503.02	First coat seal with BAR of 1.8 litres/m ² and 14mm aggregate	m ²	11,115		
503.03	Second coat seal with BAR of 1.1 litres/m ² and 7mm aggregate	m ²	11,115		
To Summary					

Item	Description	Unit	Qty	Rate	Amount
<u>SERIES 600 - TRAFFIC FACILITIES</u>					
601 - SIGNS					
<u>SINGLE POST SIGNS</u>					
601.01	D4-6B	No.	20		
601.02	W1-3B(L)	No.	1		
601.03	W8-2B	No.	1		
601.04	W2-14C(L)	No.	1		
601.05	W2-4B(L)	No.	1		
601.06	W2-4B(R)	No.	1		
601.07	R1-2B	No.	1		
601.08	MR-GS-5	No.	1		
601.09	MR-GS-3B(L)	No.	1		
601.10	MR-GS-3B(R)	No.	1		
601.11	MR-GS-4B	No.	1		
<u>DOUBLE POST SIGNS</u>					
601.12	MR-HM-2	No.	1		
<u>REMOVAL OF REDUNDANT SIGNS</u>					
601.13	Single post sign	No.	4		
601.14	Double post sign	No.	1		
602 - GUIDE POSTS					
602.01	Guide posts	No.	75		
602.02	Removal of redundant guide posts	No.	7		
604 - PAVEMENT MARKING					
<u>ROAD PAVEMENT MARKINGS</u>					
604.01	Double two way barrier line	m	1,155		
604.02	Edge line	m	817		
<u>RAISED PAVEMENT MARKERS</u>					
604.03	Yellow bi-directional	No.	261		
604.04	Yellow uni-directional	No.	21		
604.05	Temporary raised pavement markers	Item	1		
To Summary					

Item	Description	Unit	Qty	Rate	Amount
	<u>SERIES 900 - MISCELLANEOUS</u>				
	903 - FENCING				
	<u>Agricultural Fencing</u>				
903.01	Agricultural fence (Refer to standard drawing 200311-096)	m	2,050		
	<u>Removal Of Redundant Fencing</u>				
903.02	Removal of redundant 1.0 m high agricultrual fencing and gates	m	350		
	To Summary				

SCHEDULE No. 3 - PROVISIONAL SUMS

Item	Description	Unit	Qty	Rate	Amount
<u>PROVISIONAL SUMS</u>					
SERVICES					
PS.01	Allow the Provisional Sum of \$10,000 for the relocation/protection of services	P.S.	1	\$10,000.00	\$10,000.00
	To Summary				\$10,000.00

SUMMARY

**SHIRE OF MINGENEW
YANDANOOKA NE ROAD INTERSECTION CONSTRUCTION
RFT1 21-22**

SUMMARY

SCHEDULE No. 1 - GENERAL ITEMS		\$ _____
SCHEDULE No. 2 - ROADWORKS		
SERIES 300 - EARTHWORKS	\$ _____	
SERIES 400 - DRAINAGE	\$ _____	
SERIES 500 - PAVEMENT & SURFACING	\$ _____	
SERIES 600 - TRAFFIC FACILITIES	\$ _____	
SERIES 900 - MISCELLANEOUS	\$ _____	\$ _____
SCHEDULE No. 3 - PROVISIONAL SUMS		\$10,000.00
GST EXCLUSIVE AMOUNT		\$ _____
ESTIMATED GST PAYABLE		\$ _____
TOTAL OF TENDER		\$ _____