



## Request for Tender

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<b>Request for Tender:</b>	Appointment of Consultants to Produce Individual Development Strategies for the Four Locales of Byford, Mundijong, Serpentine and Darling Range/Jarrahdale.
<b>Deadline:</b>	Monday 2pm, 4 September 2017
<b>RFQ Number:</b>	RFT08/2017

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## 1 Conditions

### 1.1 Contract Requirements in Brief

The Shire of Serpentine Jarrahdale invites suitably qualified and experienced consultants for the preparation and delivery of individual Development Strategies for the four locales of Byford, Mundijong, Serpentine and Darling Range/Jarrahdale.

Each Development Strategy will primarily consist of a Structure Plan, a Development Contribution Scheme and a Development Contribution Plan. It will also contain concept plans and precinct plans that will allow for the implementation of the Development Strategies. A full statement of the services required under the proposed Contract appears in the Specification at Part 2.

The project will review all current structure plans, contribution plans and other supporting documents for the four locales and provide a suite of Development Strategies that align with the Council SJ2050 vision, Strategic Community Plan and Corporate Business Plan within the State planning framework and the Shire's own local planning framework and more specifically the new Local Planning Strategy.

### 1.2 Contract Considerations

This Tender for Development Strategies is being sought by the Shire of Serpentine Jarrahdale (the Principal). The Principal reserves the right to appoint a consultant for all or part of the project. It is envisaged that the different locales could form the parts:

- a. Byford Development Strategy;
- b. Mundijong Development Strategy;
- c. Serpentine Development Strategy; and
- d. Darling Range/ Jarrahdale Development Strategy.

Tenderers can submit proposals for any or all of the parts of the tender.

### 1.3 Tender Documents

This Request for Tender is comprised of the following parts:

- a. Part 1 – Conditions (read and keep this part).
- b. Part 2 – Specification (read and keep this part).
- c. Part 3 – Attachments, For Information Only (read and keep this part).
- d. Part 4 – Price Schedule (complete and return this part)

Separate Documents include:

- e. Addenda and any other special correspondence issued to Consultants by the Principal.

- f. All relevant structure plans, local planning policies and strategic documents that are Shire wide or specific to each study area.

#### 1.4 Contact Person

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

<b>Name:</b>	Deon van der Linde
<b>Telephone:</b>	(08) 9526 1106
<b>Email:</b>	dvanderlinde@sjshire.wa.gov.au

#### 1.5 Requests for Clarification

Consultants may submit a written request for clarification on any part of the documents prior to lodgement of their Tender. Written clarifications may be subject of an Addendum to this Request.

No requests for information or clarification to the Documents will be accepted later than four (4) working days prior to the Deadline of this Request.

#### 1.6 Lodgement of Tender

The Tender must be lodged by the Deadline.

Lodgement of Tender must be made via the Tenderlink E-Tendering website: [www.tenderlink.com/sjshire](http://www.tenderlink.com/sjshire)

- a. Carefully read all parts of this document;
- b. Ensure you understand the Requirements;
- c. Ensure that you have responded to the Selection Criteria; and
- d. Lodge your Tender before the Deadline.

#### 1.7 Rejection of Tender

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

- a. It is not submitted before the Deadline; or
- b. Where the electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a Late Submission; or
- c. Tenders submitted with electronic files that cannot be read or decrypted; or
- d. Tenders which the Principal believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the Shire of Serpentine Jarrahdale's electronic systems and/or computing environment.

## 1.8 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Shire either wholly or in part.

The Shire is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

## 1.9 Disclosure of Contract Information

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

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

## 1.10 Tender Validity Period

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

## 1.11 Alternative Tenders

Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than those stated in this Request, must in all cases arising be submitted in writing as part of your Tender.

The Principal may in its absolute discretion reject any Alternative Tender as invalid. Where an alternative Tender is offered, the Consultant shall include a full detailed description and shall state clearly the manner in which it differs from that specified.

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

## 1.12 Consultants to Inform Themselves

Consultants warrant and shall be deemed to have:

- a. examined this Request and any other information available in writing to Consultants for the purpose of responding;
- 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 Tender including proposed prices which will be deemed to cover the cost of complying with all the Conditions of Tender and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d. acknowledged that the Principal may enter into negotiations with a chosen Consultant and that negotiations are to be carried out in good faith; and
- e. satisfied themselves they have a full set of the Request documents and all relevant attachments.

### 1.13 Alterations

The Consultant must not alter or add to the Request documents unless required by these Conditions. The Principal will issue an addendum to all registered Consultants where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

### 1.14 Evaluation Process

This is a Request for Tender.

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

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

- a. Tenders are checked for completeness and compliance. Tenders that do not contain all information requested may be excluded from evaluation.
- b. Tenders are assessed against the Selection Criteria. Costs are evaluated and other relevant value for money considerations are taken into account.
- c. The most suitable Consultants may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Consultant.

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

### 1.15 Selection Criteria

The Contract may be awarded to a Consultant who best demonstrates the ability to provide quality services at a competitive price. The Tendered prices will be assessed together with the Compliance and Qualitative criteria (as discussed in 1.16 & 1.17) to determine the most advantageous outcome to the Principal.

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

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

### 1.16 Compliance Criteria

These criteria are detailed below and will not be point scored. Each Tender will be assessed on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of "Non-Compliant" against any criterion may eliminate the Tender from consideration.

The criteria contained below are for information purposes. Consultants must respond to these criteria within the WALGA Provider Portal.

<b>a)</b>	<p><b>Consultant Profile</b></p> <ul style="list-style-type: none"> <li>i. Provide details of the Consultants person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address.</li> <li>ii. Provide a minimum of two referees, including the name, position, telephone, email address and type of service provided. Describe the nature of the relationship and relevance to this Request.</li> <li>iii. Examples of similar previous work or similar concepts / designs intended to be part of the final documents required in this Tender.</li> </ul>
<b>b)</b>	<p><b>Consultants Declaration</b></p> <ul style="list-style-type: none"> <li>i. By indicating Comply I (The Consultants Authorised Person) We (The Consultant) agree that I am/We are bound by, and will comply with the Conditions contained in this Request. I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Request irrespective of its outcome.</li> </ul> <p>By submitting this Response, I the person named as the authorised person, confirm my understanding that by lodging a Tender, in accordance with Part 1 of this Request, I understand no physical signature is required on this Declaration; that by lodging this Tender I am automatically providing an electronic signature for this Declaration in accordance with the Electronic Transactions Act 1999 (Cth) and corresponding state and territory acts.</p>

<b>c)</b>	<p><b>Financial Position</b></p> <p>i. Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details)</p> <p>ii. Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details)</p>
<b>d)</b>	<p><b>Conflict of Interest</b></p> <p>i. Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? Provide details as to the circumstances of the conflict, or possible perceived conflict.</p> <p>ii. What mitigation measures do you propose should there be any potential conflict of interest, perceived or otherwise.</p>
<b>e)</b>	<p><b>Alternative Tenders</b></p> <p>i. Consultants are to provide their proposed alternative solution if applicable.</p> <p>ii. Consultants are to clearly provide their departures/exclusions from the Scope of Services, if any.</p> <p>iii.</p>
<b>f)</b>	<p><b>Addendums / Acknowledgement</b></p> <p>i. Consultants are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum.</p>
<b>g)</b>	<p><b>Pricing Assumptions</b></p> <p>i. Consultants are to specify any pricing assumptions they have made.</p>
<b>h)</b>	<p><b>Pricing</b></p> <p>i. Please complete the Price Schedule in Part 4 of this Tender document.</p>

### 1.17 Qualitative Criteria

In determining the most advantageous Tender, the Principal will score each Consultant against the qualitative criteria as detailed below. Each criterion is weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the services being delivered.

It is essential that Consultants address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Principal. Failure



to provide the specified information may result in elimination from the Tender evaluation process or a low score.

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<b>a)</b>	<p><b>Key Personnel and Experience</b></p> <p>i. Outline your organisations ability to undertake the Scope of Services successfully. Include indications of the resources that would be assigned to this project, their intended role and any relevant experience or qualifications they hold.</p> <p>ii. Outline your organisations current and previous history in the provision of strategic planning, specifically in preparing development strategies, district level structure plans and/or development contribution schemes/ plans. Details including client name/s, length and value of contract, and the services provided should be provided.</p> <p>iii. Provide an overview as to the method utilised to engage any subcontractors or specialist services.</p> <p>iv. Provide detail (if any) as to the local benefit that will be presented by your organisation if successful with your Tender, such as;</p> <ul style="list-style-type: none"> <li>• Local employment level and initiatives;</li> <li>• Expected utilisation of Local businesses.</li> </ul>	<b>35%</b>
<b>b)</b>	<p><b>Capacity &amp; Methodology</b></p> <p>i. Detail your organisations Capacity to undertake the requirements of this Request. Where applicable provide evidence to confirm the statements made.</p> <p>ii. Provide a detailed task schedule including start dates, finish dates, milestones and critical path for each Development Strategy;</p> <ol style="list-style-type: none"> <li>a) Literature Review Report</li> <li>b) District Structure Plan Report &amp; Map</li> <li>c) Development Contribution Scheme Report</li> <li>d) Development Contribution Plan Report</li> <li>e) Concept plans, including precinct plans</li> <li>f) Stakeholder engagement outcomes report.</li> </ol> <p>iii. Project management methodology</p> <p>iv. Stakeholder engagement plan</p>	<b>45%</b>

<b>c)</b>	<b>Demonstrated Understanding</b>	<b>20%</b>
	<ul style="list-style-type: none"> <li>i. Demonstrate your understanding of this Request and projects of this nature</li> <li>ii. Provide an overview of your business management systems and any accreditation details if applicable.</li> <li>iii. Demonstrate your understanding and ability to work in regional locations in Western Australia.</li> </ul>	

### 1.18 Value Considerations

The non-weighted cost method is used where functional considerations such as capacity, quality and experience are seen to be crucial to the outcome of the contract. The Principal will make a series of value judgements based on the capability of the Consultants to complete the Requirements and a number of factors will be considered including:

- a. the qualitative ranking of each Consultant; and
- b. the pricing submitted by each Consultant.

Once the Tenders have been ranked, the principal will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The price will be considered along with related factors affecting the total cost to the Principal (e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

### 1.19 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Prices must include the Goods and Services Tax (GST).

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

### 1.20 Ownership of Tenders

All documents, materials, articles and information submitted by the Consultant 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 Consultant at the conclusion of the Tender process provided that the Consultant be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

### **1.21 Canvassing of Officials**

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

### **1.22 Identity of the Consultant**

The identity of the Consultant is fundamental to the Principal. The Consultant will be the person, persons, corporation or corporations named as the Consultant within your Tender. Upon acceptance of the Tender, the Consultant will become the Contractor.

### **1.23 Costs of Providing a Tender**

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

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## 2 Scope of Services

### 2.1 Background

The Shire of Serpentine Jarrahdale is located in the south-east metropolitan area of Perth, Western Australia. The Shire has been confirmed as the fastest growing local government in Australia, and is currently facing many challenges in the context of such growth, which include the following:

- Accommodating significant population growth with the Shire's forecast population of 27,747 in 2016 projected to increase to an estimated 63,336 by 2036, and to 130,000 by 2050.
  - Encouraging economic and business development within the Shire to increase local employment opportunities and strengthen the local economy;
  - Diversifying and expanding the largely agricultural economic base in response to contextual challenges and opportunities, in areas of competitive, comparative and collaborative advantage within the regional setting;
  - Preserving and enhancing the Shire's rural character and role as a regional food bowl and food exporter, in the face of population growth and major climate change impacts;
  - Achieving sustainable, water sensitive and energy efficient development and infrastructure outcomes, enhancing biodiversity and developing sustainable social and governance structures to support the Shire's growth.
- a. The Shire will need to adapt to this growth in the context of the Community vision, aspirations and expectations captured in its strategic documents. The Shire has adopted SJ2050 - its vision for the future - that indicates what the core values of the community are:
- Maintaining a relaxed 'country lifestyle' and welcoming values.
  - Retaining and integrating the natural environment.
  - Maintaining a strong sense of community and 'neighbourliness'.
  - Supporting local agriculture.
  - Maintaining affordable and a choice of housing.
  - Restoring and celebrating the local heritage and history.
  - Retaining a high quality of life.
  - Expanding and enhancing transportation choices connecting with both Perth and Peel.
  - Planning for sustainable and economically resilient future.
  - Promoting the areas unique sense of place and identity.
  - Maintaining excellent educational opportunities.
  - Fostering innovation through research and technology.
- b. Nine important outcomes were established to improve the community's quality of life and create a long-term, shared vision in alignment with the themes of People, Place and Prosperity.

- *Well-being*: Our shire will be noted for its healthy living, inclusive communities and integration with nature.
  - *Connected Communities*: Our shire will be known for its vibrant, connected and resilient communities.
  - *Education*: Our shire will offer high quality education and skills development opportunities to prepare the work force of the future.
  - *Housing and Development*: Our shire will offer residents a range of housing choices and locations within good access to local facilities and amenities
  - *Transport*: Our shire will invest in infrastructure that supports economic development and greater transportation choices.
  - *History and Heritage*: Our shire will ensure the preservation of local arts, culture, and history, sharing stories and knowledge for generations to come.
  - *Economic Development*: Our shire will strengthen its economy to encourage local business expansion, job training and greater diversity through innovation, research and development.
  - *Agriculture*: Our shire will strengthen its agricultural base and value added industries, enabling increased production of local food to meet increasing demand.
  - *Natural Environment*: Our shire will value, protect, and utilises our natural features and systems to provide resiliency natural disasters and access to open space.
- c. The Shire's new Strategic Community Plan and Corporate Business Plan have considered these aspirations and added a "governance" component through the theme of Progressive and detailed a strategic objective for each and outcomes that relate to them.

***PEOPLE - A connected, thriving, active and safe community***

Outcome 1.1 A healthy, active, connected and inclusive community

Outcome 1.2 A recognised culture and heritage

Outcome 1.3 A safe place to live

***PLACE - A protected and enhanced natural, rural and built environment***

Outcome 2.1 A diverse, well planned built environment

Outcome 2.2 A sustainable natural environment

Outcome 2.3 A productive rural environment

***PROSPERITY - An innovative, commercially diverse and prosperous economy***

Outcome 3.1 A commercially diverse and prosperous economy

Outcome 3.2 A vibrant tourist destination experience

Outcome 3.3 An innovative, connected transport network

Outcome 3.4 An innovation centre of excellence

**PROGRESSIVE - A resilient organisation demonstrating unified leadership and governance**

Outcome 4.1 A resilient, efficient and effective organisation

Outcome 4.2 A strategically focused Council.

## 2.2 Project Scope Description

The project is for the preparation and delivery of individual Development Strategies for the four locales of Byford, Mundijong, Serpentine and Darling Range/Jarrahdale. Each Development Strategy will primarily consist of a Structure Plan (SP), a Development Contribution Scheme (DCS) and a Development Contribution Plan (DCP). It will also contain Concept Development Plans and Precinct Plans that will allow for the implementation of the Development Strategies. The project will review all current structure plans, contribution plans and other supporting documents for the four locales and provide a suite of Development Strategies that align with the Council SJ2050 vision, Strategic Community Plan and Corporate Business Plan within the State planning framework and the Shire's own local planning framework and more specifically the new Local Planning Strategy. The project will consist of the following components:

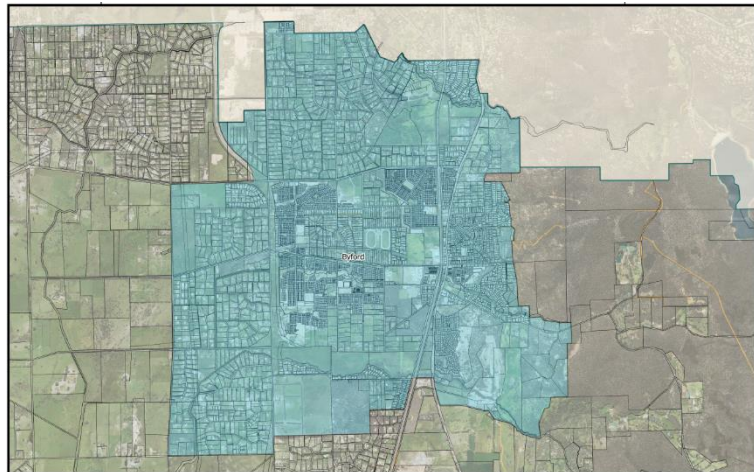
- a. Review of current structure plans - A review of the structure plans for the locales of Byford, Mundijong, Serpentine and Darling Range/Jarrahdale. There are principally three District Structure Plans being Byford, Mundijong and West Mundijong. A number of Local Structure Plans including the Serpentine Structure Plan cover these locales. The full list is included on the Shire's website at <http://www.sjshire.wa.gov.au/what-we-do/planning-and-building/structure-plans/>. That will need to be reviewed and incorporated into the Development Strategies.
- b. Integrated Structure Plans - Where necessary the structure plans need to be integrated and/or expanded to include the specific Development Strategy areas identified below. The consultant will be required to prepare three structure plans (land use plans) with supporting technical appendices for Byford, Mundijong and Serpentine. A Concept Development Plan and/or structure plan will be required for the Darling Range/Jarrahdale area. These structure plans will need to align with the Local planning framework (specifically the Draft Local Planning Strategy) and the State planning framework.
- c. Concept Development Plans (CDP) - The Principal envisages that each Structure Plan will be preceded by a CDP that will integrate all the previous planning works, guidelines, plans and rationale into one concept plan per locality and thus provide the informal framework for the Structure plans. This CDP will be used as the principal tool for engagement with the community to achieve agreement on the way forward. It will provide the basis and rationale for the structure plans and subsequent DCS and DCP.
- d. Development Contributions - Based on the outcomes of the technical studies for the structure plans, the consultant is required to draft a Development Contribution

Scheme (DCS) and a Development Contribution Plan (DCP). This will at a minimum include the provision of land required for public open space/drainage and community facilities, land and construction of district open space and other traditional infrastructure items (including roads greater than 20m width to accommodate shared cycle paths). The DCS is to establish clear Development Contribution Areas (DCA), to determine the appropriate proportional contribution towards common district level infrastructure, based on the principles contained within *State Planning Policy No. 3.6 – Development Contribution for Infrastructure (SPP3.6)*.

- e. Precinct Plans - Each Development Strategy will also provide a framework for the Shire to coordinate the future development of each district. Precinct plans are required to identify appropriate development standards and design principles for areas that are deemed to have a special purpose, character or significance. The precinct plans should include infrastructure requirements (community infrastructure and servicing requirements), establish urban design guidelines and specify preferred land uses to support place-making. A framework to enable the provision of this infrastructure should be contained in the DCP.

### 2.2.1 Byford Development Strategy

The study area for the Byford Development Strategy is to include the Byford Urban Development zone and generally extends as far north as the municipal boundary of the Shire, the edge of the scarp in the east, Tonkin Highway / Kargotich Road to the west and the southern boundary of Lot 33 Hopkinson Road. The intent is to capture the rural residential precincts surrounding the existing Byford District Structure Plan (DSP), in order to establish a framework for the Shire, which will guide the future infrastructure demands and needs in the locality, through a coordinated approach.



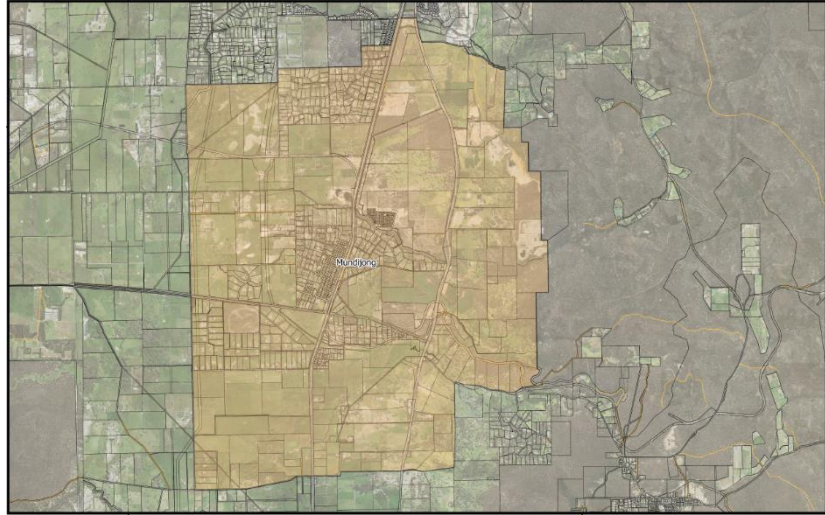
The following precincts have been identified through previous works, however precincts may be realigned through these tendered works:

- a. Old Byford Townsite;
- b. Byford Town Centre;
- c. Sporting Precinct;
- d. Byford Trotting Complex;
- e. Byford Village Centre; and
- f. Darling Downs.



### 2.2.2 Mundijong Development Strategy

The Mundijong Development Strategy seeks to combine three district structure plans, the Mundijong Whitby urban precinct and the draft DSP's for the two industrial precincts; West Mundijong and Cardup Business Park. The study area also extends its boundaries beyond the development zones, to capture the rural smallholdings and rural residential precincts to the south in Mardella, the rural and rural residential land to the north, north west and the rural and public purpose zones to the east of South Western Highway.



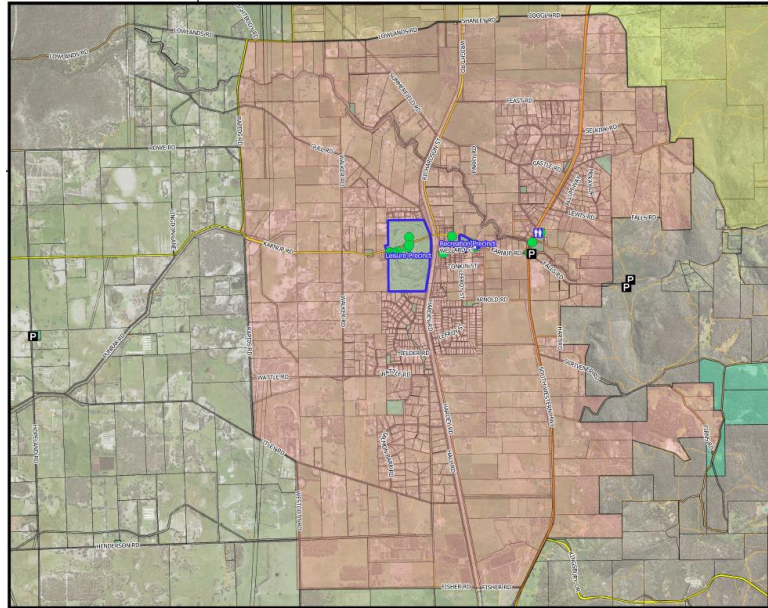
The following precincts have been identified through previous works, however precincts may be realigned through these tendered works:

- a. Cardup Business Park;
- b. Whitby Town Centre;
- c. Keirnan Street Sporting Precinct;
- d. Mundijong Old Town site;
- e. Civic and Emergency Precinct;
- f. West Mundijong Industrial Area; and
- g. Mardella Equestrian Precinct.

### 2.2.3 Serpentine Development Strategy

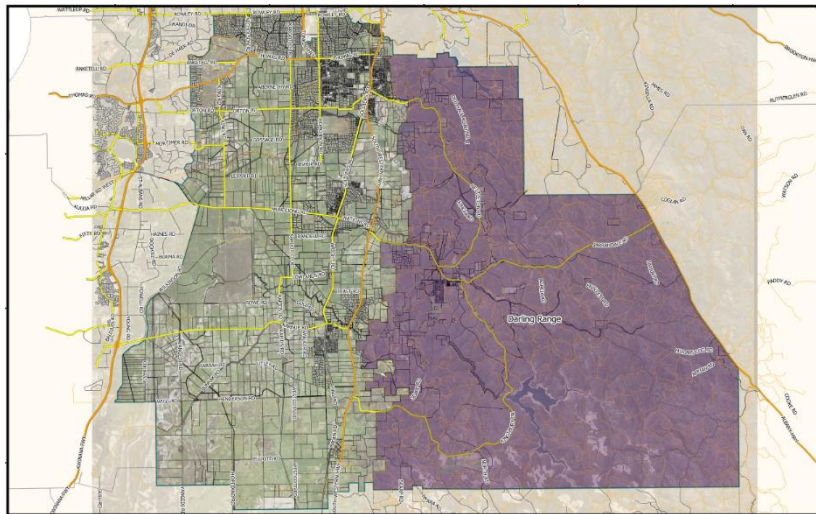
The Serpentine Development Strategy is generally bound by Lowlands Road to the north, Rapids Road to the west, Henderson Road and Fisher Road to the south and the state forest to the east. The Serpentine locality is strongly characterised by rural residential living, with larger lots in the range of 4,000 m<sup>2</sup> to 4 ha. The Serpentine Townsite is quite constrained due to the lack of reticulated sewer in the area capable of facilitating residential growth. It is estimated that the Serpentine Townsite will cater for a total 414 residential lots.

Currently the Shire's Rural Strategy has been the basis for guiding future development in the Serpentine locality, without sufficient strategic planning to establish a coordinated approach for future developments, subdivision designs and servicing constraints. The development strategy should bring together the planning for the Serpentine locality as a whole, to ensure a coordinated approach to servicing and planning for community facilities.



#### 2.2.4 Darling Range/Jarrahdale Development Strategy

The Darling Range/Jarrahdale Development Strategy area covers the land stretching from Darling Downs in the north to Keysbrook in the south. The escarpment generally forms the western boundary, stretching as far as the Shire's municipal boundary in the east. The area is predominantly characterised by State Forest with



pockets of agricultural rural land. The Development Strategy for the Darling Range should focus on precincts where clusters of rural land are located, identifying development opportunities for tourism as well as servicing requirements.

The following precincts have been identified through previous works, however precincts may be realigned through the tendered works:

- a. Karrakup North
- b. Karrakup South
- c. Jarrahdale Heritage Townsite
- d. Jarrahdale

e. Keysbrook

In general, each development strategy is to act as the primary document for assessment of all types of applications, including scheme amendments, structure plans, subdivisions, and development applications, when read in conjunction with the Scheme.

### 2.3 Project Deliverables

The Project will deliver a Development Strategy that contains:

#### Part 1 – The Development Strategy

- a. Executive Summary of the development rationale and spatial plans that forms the core of the Development Strategy
- b. The Concept Development Plan finalised from the outcomes of the community engagement process including relevant Precinct Plans as detailed above, that identifies soft and traditional infrastructure requirements, servicing and principles in urban design;
- c. A Structure Plan report and map, with associated appendices ready to be forwarded to the Western Australian Planning Commission for adoption; and
- d. A Scheme Amendment for Development Contribution Scheme and associated Development Contribution Plans ready to be forwarded to the Western Australian Planning Commission for adoption.

#### Part 2 – The Engagement

- a. Literature Review Report (refer to both dropbox links for full list of Shire documents) (<https://www.dropbox.com/sh/sq34p3o5sqk8gew/AABHTQjhLQ-asrKMYu1qph1Ka?dl=0> & <https://www.dropbox.com/sh/u252o9oq6594zlv/AADOvmhmIG0Ra3ulrbWUVNKTa?dl=0>);
- b. A set of related sieve mapping (constraints and opportunities) for each area in PDF and GIS formats; and
- c. The Community and Stakeholder Engagement Plan Outcomes report agreed to and implemented, incorporating IAP2 principles.

The format of the Development Strategies document requires that:

- a. Copies of all reports, maps and diagrams for each Development Strategy, the community and stakeholder engagement and the envisaged and final outcome of each process is provided in an electronic file editable in Word and/or an Adobe pdf format or as per b. below.
- b. All GIS maps will be made available in shape file format and be editable for inclusion without conversion to the Shire's GIS system. Time required to integrate the data with the Shire's GIS should also be included in the proposal.
- c. Fifty hard copies of each Development Strategy should be provided as per Part 1 of paragraph 2.3.

- d. The Development Strategy should be made available in an electronic format that is of a standard similar to the quality of the Shire's SJ2050 document.
- e. All statutory documentation should be in a format that can be submitted to the Western Australian Planning Commission or other decision-making authority without the need for modification or alteration.

## 2.4 Timing of Services

The Consultant shall provide with their Tender a detailed Works Breakdown Schedule including start dates, finish dates, milestones and Tender path for the project deliverables for the Development Strategy(s).

Development Strategies are required to be adopted by Council by no later than 30 June 2018, post community consultation. The final modifications required by Council form part of this tender and will need to be made before finalising the Development Strategies for submission to the Western Australian Planning commission.

The timeframes for the tender cannot be extended. Consultants should ensure that sufficient resources are available to enable the completion of the project by 30 June 2018.

## 2.5 Project Management and Reporting

The consultant shall provide with their Tender a detailed Works Breakdown Schedule (WBS), outlining the various project management tasks, meeting dates with the Shire's Project Manager and Project Supervisor and the costs associated. It is envisaged that as a minimum one meeting will be required with the Principal's officers every month. At this meeting a short presentation should be submitted that shows what has been done in the preceding period in pptx format.

At the end of each consultation workshop with the general public and council, the consultant is required to submit a consultation outcomes report to the Shire, identifying the key outcomes from discussions and the path forward. It is envisaged that as a minimum one workshop will be held with the residents of each locale.

There will be a requirement of at least an inception workshop with Councillors, a further workshop with Councillors following the development of the concepts before engagement with residents, and a final workshop to present the final Development Strategy to Council before the Ordinary Council Meeting to report on the progress of the project.

The consultant is also required to submit a report on the outcomes of the technical studies, providing recommended solutions in moving forward before embarking on Structure Plan modifications.

**3 Attachments**

Detailed Study Area Maps for Byford, Mundijong, Serpentine and Darling Range/Jarrahdale (as per images above in Section 2.2 of the Tender).

**Part 4****COMPLETE AND RETURN THIS PART****4 Price Schedule**

The Consultant is to complete and return this Schedule as a part of their Offer.

**Initial Works**

<b>Item</b>	<b>Description</b>	<b>Units</b>	<b>Rate (\$ excl GST)</b>
1	Byford Development Strategy	Lump Sum	
2	Mundijong Development Strategy	Lump Sum	
3	Serpentine Development Strategy	Lump Sum	
4.	Darling Range / Jarrahdale Development Strategy	Lump Sum	

**A detailed schedule of each element under each of the above are to be attached separately as part of the Tender document.**



OCIM126.2/09/17

# Addendum 1 – RFT 08/2017 Appointment of Consultants to Produce Individual Development Strategies for the Four Locales of Byford, Mundijong, Serpentine and Darling Range/ Jarrahdale

With regard to **Request for Tender RFT 08/2017 Appointment of Consultants to Produce Individual Development Strategies for the Four Locales of Byford, Mundijong, Serpentine and Darling Range/ Jarrahdale**, the Shire of Serpentine Jarrahdale wishes to provide prospective Tenderers with additional information as a number of consultants have requested clarity regarding the Compliance criteria and Format of the Tender. This Addendum 1 to Tender RTF 08/2017 provides clarity in this regard.

## **Part 5: Tenderer's Offer (Complete and return)**

This provides a pro-forma for the Tender to assist prospective tenderers to complete the requirement of the Tender.

## **Part 6: General Conditions of Contract (Read and keep)**

To conform with standard practices for Tenders clarity is provided regarding the General Conditions of Contract as required by the Shire.

## **Part 7: Occupational Safety and Health (Complete and return)**

The Shire has standard requirements for Occupational Safety and Health. While these requirements will be minimal for a Tender such as this prospective Tenderers are requested to complete this component as part of their Compliance criteria.

## **Part 8: Definitions and further provisions (Read and keep)**

This Part provides clarity regarding the definitions and certain provisions in the Tender.

## **Part 9: Contract specifics (Read and keep)**

This is a summary of the contract specifics of the Tender.

## **Part 10: Contract agreement (Read and keep)**

This is the Contract agreement to be signed with the successful Tenderer/s.

## **Part 11: Questions from prospective Tenderers (Read and keep)**

<b>Part 5 COMPLETE AND RETURN THIS PART</b>
---------------------------------------------

## 5. Tenderer's Offer

### 5.1 Form of Tender

**The Chief Executive Officer**

**Shire of Serpentine Jarrahdale**

6 Paterson Street, Mundijong WA 6123

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

(BLOCK LETTERS)

of: \_\_\_\_\_

(REGISTERED STREET ADDRESS)

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

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

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

**In response to Request for Tender (RFT SJ 08/17) Appointment of Consultants to Produce Individual Development Strategies for the Four Locales of Byford, Mundijong, Serpentine and Darling Range/Jarrahdale:**

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.

I/We undertake to perform the work under the Contract in accordance with the General Conditions of Contract, Special Conditions of Contract and Specification, that i/We have read in full and understood.

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



**Part 5 COMPLETE AND RETURN THIS PART**

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.

I/We understand that in consideration of the time and effort I/We have taken to prepare the Tender, the Principal will spend time and effort reviewing the Tender and assessing its merits.

The tendered consideration for performing the Requirements is as provided for under the Price Information of prices in the prescribed format and submitted with this Tender.

**I/We agree to all of the above statements: YES / NO**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

<b>Part 5 COMPLETE AND RETURN THIS PART</b>
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## 5.2 Selection Criteria

### 5.2.1 Compliance Criteria

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant Attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 5 are to be completed and returned to the Principal as they form part of your Tender submission).

#### 5.2.1.1 Organisational Profile

Attach a copy of your organisation structure and provide background information on your company and label it " <b>Organisation Structure</b> ".	Attachment 1 <b>"Organisation Structure"</b>	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it " <b>ASIC Company Extracts</b> ".	Attachment 2 <b>"ASIC Company Extracts"</b>	Tick if attached <input type="checkbox"/>
Attach a copy of your organisations customer service charter and label it " <b>Customer Service Charter</b> ".	Attachment 3 <b>"Customer Service Charter"</b>	Tick if attached <input type="checkbox"/>

#### 5.2.1.2 Referees

Attach details of your referees, and label it " <b>Referees</b> ". You should give examples of work provided for your referees where possible.	Attachment 4 <b>"Referees"</b>	Tick if attached <input type="checkbox"/>
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#### 5.2.1.3 Agents

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it " <b>Agents</b> ".	Attachment 5 <b>"Agents"</b>	Tick if attached <input type="checkbox"/>

#### 5.2.1.4 Trusts

Are you acting as a trustee of a trust?	Yes / No
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<b>Part 5 COMPLETE AND RETURN THIS PART</b>
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<p>If Yes, in an attachment labelled <b>“Trusts”</b>:</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>Attachment 6 <b>“Trusts”</b></p>	<p>Tick if attached <input type="checkbox"/></p>
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**5.2.1.5 Sub-contractors**

Do you intend to sub-contract any of the Requirements?	Yes / No	
<p>If Yes, in an attachment labelled <b>“Sub-Contractors”</b> provide details of the Sub-Contractor(s) including:</p> <p>(a) the name, address and the number of people employed; and</p> <p>(b) the Requirements that will be Sub-contracted.</p>	<p>Attachment 7 <b>“Sub-Contractors”</b></p>	<p>Tick if attached <input type="checkbox"/></p>

**5.2.1.6 Conflicts of Interest**

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
<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 <b>“Conflicts of Interest”</b>.</p>	<p>Attachment 8 <b>“Conflicts of Interest”</b></p>	<p>Tick if attached <input type="checkbox"/></p>

**5.2.1.7 Financial Position**

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
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?	Yes / No	
<p>In order to demonstrate your financial ability to undertake this contract, in an attachment labelled <b>“Financial Position”</b> include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities.</p>	<p>Attachment 9 <b>“Financial Position”</b></p>	<p>Tick if attached <input type="checkbox"/></p>

<b>Part 5 COMPLETE AND RETURN THIS PART</b>
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**5.2.1.8 Quality Assurance**

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to Sub-contract, does your Sub-Contractor have a "third party" quality management system in place?	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier's or Sub-Contractor's position, in an attachment labelled " <b>Quality Assurance</b> ".	Attachment 10 <b>"Quality Assurance"</b>	Tick if attached <input type="checkbox"/>

**5.2.1.9 Insurance Coverage**

Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled " <b>Insurance Coverage</b> ". A copy of the Certificate of Currency is to be provided to the Principal within two (2) days after the Letter of Appointment has been issued.				Attachment 11 <b>"Insurance Coverage"</b>	Tick if attached <input type="checkbox"/>
<i>Type</i>	<i>Insurer – Broker</i>	<i>Policy Number</i>	<i>Value (\$)</i>	<i>Expiry Date</i>	
Contractor's Risk					
Public Liability					
Other					

**5.2.1.10 Occupational Safety and Health**

Tenderers must complete Section 7 and submit it marked " <b>Tenderers Occupational Safety and Health Record</b> ".	Attachment 12 <b>"Tenderers Occupational Safety and Health Record"</b>	Tick if attached <input type="checkbox"/>
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**5.2.2 Response to Compliance Criteria**

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

Description of Compliance Criteria	
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<b>Part 5 COMPLETE AND RETURN THIS PART</b>
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(a) Compliance with the Conditions of Tendering (with specific reference to section 1.17).	Yes / No
(b) Acceptance of the General Conditions of Contract (Part 6).	Yes / No
(c) Compliance with the Quality Assurance requirement.	Yes / No
(d) Compliance with all necessary Licences and Registrations.	Yes / No
(e) Compliance with and completion of the Price Schedule (Part 4).	Yes / No

### 5.2.3 Qualitative Criteria

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

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

## 5.3 Price Information

### 5.3.1 Schedule of Rates

The Tenderer must price all items in the Price Schedule. The prices provided shall fully cover all the obligations of the Contractor under the Contract. Tenderers should provide a complete and detailed schedule of rates that includes as a minimum:

- a. All staff of each organisation (including subcontractors) that are committed to working on the project, their roles and their rates;
- b. Costs of the workshops that will be undertaken with Councillors and the community;
- c. All and any disbursements that are expected;
- d. Rates for any variations to the tender if required;
- e. Any other costs that the Tenderer expects; and
- f. A full bottom-line cost for the completion of the full tender or a part of the tender as envisaged under section 1.3.

**Part 5 COMPLETE AND RETURN THIS PART****5.3.2 Price Schedule**

As per Schedule in Part 4 (provided in original Tender documents)

**5.3.3 Discounts**

Are you prepared to allow discount for prompt settlement of accounts?	Yes / No	
If you are offering discounts, detail them in an attachment labelled " <b>Discounts</b> ".	<b>"Key Personnel"</b>	<b>Tick if attached</b> <input type="checkbox"/>







**Part 6 READ AND KEEP THIS PART**

## 6. General Conditions of Contract

Where there is any inconsistency or ambiguity between the General Conditions and the Special Conditions, the Special Conditions shall take precedence.

### 6.1 Definitions

In this Contract, except where the context otherwise requires:

**'Acceptance'** has the meaning given in Clause 6.22.2.

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

**'Approximate Quantities'** has the meaning given in Clause 6.5

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

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

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

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

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

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

- a) is disclosed or otherwise made available to, or acquired directly or indirectly by, the Contractor at any time;
- b) relates to the Principal's or any Local Government's past, existing or future business, strategic plans or operations, finances, or customers (including any information that is derived from such information); and
- c) is in oral or visual form, or is recorded or stored in a Document,

and includes this Contract, but does not include information which:

**Part 6 READ AND KEEP THIS PART**

- d) is or becomes generally and publically available other than as a result of a breach of this Contract;
- e) is in the possession of the Contractor without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
- f) has been independently developed by the Contractor or acquired from a third party not the subject to a duty of confidence to the Principal.

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

**'Construction Contracts Act'** means the *Construction Contracts Act 2004* (WA).

**'Consumer Price Index'** means the index published by the Australian Bureau of Statistics for Western Australia or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

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

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

**'Contract Specifics'** means the contract information attached at Schedule 9.

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

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

**'Date for Delivery'** means:

- a) where the Contract Specifics specifies a date for delivery, that date; or
- b) where the Contract Specifics specifies a period of time for delivery, the last day of that period.

**Part 6 READ AND KEEP THIS PART**

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

**'Defects Liability Period'** means, subject to Clause 6.23.3, the period of time beginning on the date of Completion and ending on the expiry of the time stated in the Contract Specifics.

**'Delivery Point'** means the place specified in the Contract Specifics as the place for the delivery of Goods.

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

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

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

**'Fixed Quantities'** has the meaning given in Clause 6.16.

**'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 delivering the Goods and/or providing the Services by the Date for Delivery:

- 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;

**Part 6 READ AND KEEP THIS PART**

- g) a shortage or delay in the supply of Goods and/or Services required under this Contract; or
- h) wet or inclement weather.

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

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

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

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

**'GST Law'** means *A New Tax System (Goods and Services Tax) Act 1999* (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 6.6.43 and the Contract Specifics.

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

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

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

**'Law'** means:

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

**Part 6 READ AND KEEP THIS PART**

**'Legal Requirement'** means:

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

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

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

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

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

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

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

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

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

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

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

**Part 6 READ AND KEEP THIS PART**

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

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

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

**'Specification'** means the technical specification for the Goods and/or Services attached in Section 6.

**'Standards and Procedures'** means any guidelines, rules, requirements or Delivery Point specific conditions which the Principal makes available to the Contractor from time to time.

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

**'State of Emergency'** has the meaning given in Clause 6.24.

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

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

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

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

**'Variable Quantities'** has the meaning given in Clause 6.16.

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

**'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.

## **6.2 Interpretation**

In this Contract (unless the context otherwise requires):

**Part 6 READ AND KEEP THIS PART**

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

**6.3 Order of Precedence**

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

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

**6.4 Severability**

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

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

**Part 6 READ AND KEEP THIS PART**

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.

**6.5 Notices**

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

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

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

- a) if by delivery in person, when delivered to the address of the recipient;
- b) if by post, 3 Business Days from and including the date of postage;
- c) if by facsimile transmission, when a facsimile confirmation receipt is received indicating successful delivery; and
- d) if sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient), but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (recipient's time) it is regarded as received at 9.00am on the following Business Day.



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- 6.5.3 In this Clause 6.6.5, reference to a recipient includes a reference to a recipient's officers, agents or employees.
- 6.5.4 A notice or other communication must not be given by electronic means of communication (other than facsimile and email as permitted in Clause 6.5.1).
- 6.5.5 A printed or copied signature will be sufficient for the purpose of sending any notice or other communication.

**6.6 Contractor to have Informed Itself**

- 6.6.1 The Contractor shall be deemed to have:
- a) examined carefully this Contract and any other information made available by the Principal to the Contractor in connection with the Tender or this Contract;
  - b) obtained and properly examined all information (including information provided by or on behalf of the Principal) relevant to the risks, contingencies and other circumstances that may have had an effect on its Tender and which was provided or obtainable by the making of reasonable enquiries; and
  - c) satisfied itself as to the correctness and sufficiency of its Tender and that the Contract Price covers the cost of complying with all its obligations under this Contract and of all matters and things necessary for the due and proper performance and completion of this Contract.
- 6.6.2 Failure by the Contractor to do all or any of the things it is deemed to have done under this Clause will not relieve the Contractor of its obligation to perform and complete this Contract in accordance with this Contract.

**6.7 Complying with Legal Requirements**

- 6.7.1 The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Goods and/or Services and/or the performance of this Contract.
- 6.7.2 Without limiting in any way the generality of the foregoing or Clause 6.6.8, the Contractor shall identify and duly and punctually observe, perform and comply with

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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.

- 6.7.3 If a Legal Requirement is at variance with a term of this Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Goods and/or Services and/or the way in which the Goods and/or Services must be provided, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

**6.8 Safety Obligations**

6.8.1 The Contractor must perform all relevant functions and fulfil all relevant duties of an employer, occupier and all other obligations as a duty holder under all Legal Requirements applicable to workplace health and safety.

6.8.2 The Contractor must supply or arrange to be supplied all things necessary to ensure the Goods and/or Services are provided in a manner that is safe and without risks to health.

6.8.3 The Contractor must ensure that the Goods and/or Services are provided in a manner that is safe and without risks to any person, including by ensuring that the Contractor's Personnel entering the Delivery Point perform in a safe manner.

6.8.4 The Contractor must:

- a) as soon as practicable, but in any event, within 24 hours, notify the Principal of any accident, incident which is notifiable under any Legal Requirement, injury or property damage which:
  - (i) occurs during the provision of the Goods and/or Services; or
  - (ii) is associated with the Goods and/or Services; and
- b) provide the Principal with any further information when requested by the Principal.

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6.8.5 In performing its obligations under this Contract, the Contractor must ensure the health, safety and welfare of the following people when they are on, or immediately adjacent to, the Principal's premises over which it has control:

- a) the Principal and the Principal's Personnel;
- b) the Contractor's Personnel; and
- c) the public.

6.8.6 The Contractor must provide all assistance reasonably requested by the Principal in connection with any workplace health and safety investigation related to this Contract or the Goods and/or Services.

6.8.7 The Contractor must, at its cost, comply with any direction from the Principal to modify or stop any activity that the Principal considers breaches this Clause 6.6.8.

6.8.8 If the Principal observes or becomes aware of a condition that breaches this Clause 6.6.8, the Principal or the Principal's Representative may direct the Contractor to remove or, to the extent reasonably possible, mitigate the effect of that condition, and the Contractor must (at its cost) comply with that direction and modify the Contractor's method of work in order to avoid that condition arising.

6.8.9 The Contractor acknowledges and agrees that any direction given by the Principal or the Principal's Representative under Clause 6.8.7 or 6.8.8 does not relieve the Contractor from complying with its obligations under this Clause 6.6.8.

**6.9 Assignment and Subcontracting**

6.9.1 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 (not to be unreasonably withheld or delayed). The Principal's approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under this Contract.

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6.9.2 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.

**6.10 Contractor's Personnel**

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

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

**6.11 Indemnity**

6.11.1 The Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss and other liabilities of any kind arising directly or indirectly from:

- a) any breach of any warranty or any of the other terms and conditions of this Contract by the Contractor or the Contractor's Personnel;
- b) any Wilful Misconduct or a negligent act or omission of the Contractor or the Contractor's Personnel; and
- c) any claim made by a third party against the Principal or the Principal's Personnel, to the extent that the claim arose out of the act or omission of the Contractor or the Contractor's Personnel, except to the extent of liability which is caused by the Wilful Misconduct or a negligent act or omission of the Principal or the Principal's Personnel.

6.11.2 The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this Clause 6.6.11.

**6.12 Intellectual Property Rights**

6.12.1 The Contractor warrants that the Goods and/or Services and any documents or methods of working provided by the Contractor do not infringe any Intellectual Property Right.

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

**6.13 Orders**

- 6.13.1 If this Contract is a Framework Agreement, this Clause 6.6.13 applies.
- 6.13.2 The Principal:
- a) may require the Contractor to provide Goods and/or Services from time to time by giving the Contractor an Order; and
  - b) may order requirements of any one type or item of the Goods and/or Services either in one single lot or instalments or in such quantities as may be required.
- 6.13.3 Within 5 Business Days after receipt of an Order the Contractor must give notice to the Principal if it:
- a) 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

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- b) 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.

**6.13.4 If the Contractor:**

- a) gives notice under Clause 6.13.3, 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
- b) does not give notice pursuant to Clause 6.13.3 the Contractor must perform its obligations under the Order in accordance with this Contract.

**6.13.5 If, pursuant to a notice issued under Clause 6.13.3, the Parties cannot agree on the Contract Price or any other information or requirements for an Order, the Principal, acting reasonably may determine:**

- a) the contract price applicable to that Order and such contract price will deemed to be the Contract Price for that Order; and
- b) 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.

**6.13.6 The Principal is not obliged to issue Orders or otherwise purchase Goods and/or Services.****6.13.7 The Principal or the Principal's Representative may cancel any Order by providing written notice to the Contractor for any reason, but the Principal must pay for any part of the Goods and/or Services delivered to the Delivery Point prior to the date the cancellation is notified to the Contractor.****6.14 Quality of Goods****6.14.1 The Contractor must ensure that all Goods supplied under this Contract:**

- a) conform to the description specified in this Contract and to samples provided (if any) by the Principal;

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- b) where no standards are specified in this Contract, the Goods shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then with the appropriate and current standard of the International Standards Organisation;
- c) are fit for their intended purpose;
- d) are properly, safely and securely packaged and labelled for identification and safety; and
- e) are new and of merchantable quality.

6.14.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must, at its cost, pursue any manufacturer's warranties on the Principal's behalf if the Principal so requests).

**6.15 Quality of Services**

6.15.1 The contractor must ensure that:

- a) the Services match the description of the Services in this Contract;
- b) if the Contractor provided the Principal with a demonstration of the Services or represented that a result could be achieved by the Services before the Principal entered into this Contract or issued an Order for any of those Services, the Services correspond in nature and quality with the Services demonstrated or the services that achieved result (as the case may be);
- c) the Services are fit for their intended purpose; and
- d) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Contract.

6.15.2 The Contractor warrants that the Contractor's Personnel engaged to perform the Services:

- a) have all the necessary skills, training and qualifications (proof of which, along with an up-to-date resume, must be supplied to the Principal within 2 Business Days of request) to carry out the Services in accordance with this Contract; and
- b) are able to:
  - (i) perform the Services without the supervision of the Principal's Personnel; and
  - (ii) resolve any matters arising from the performance of the Services.

**Part 6 READ AND KEEP THIS PART****6.16 Supply of Goods and Services**

6.16.1 The Contractor must supply the Goods and/or Services to the Principal in accordance with this Contract during the Term.

6.16.2 The Contractor must obtain, at the Contractor's expense, any Approvals necessary for the supply of the Goods and/or Services to the Principal.

6.16.3 Where this Contract is for the supply of Goods by reference to:

- a) **'Variable Quantities'**, the Principal shall not be required to purchase all or any Goods listed except such of the Goods as may be ordered by the Principal;
- b) **'Approximate Quantities'**, the quantities stated shall be regarded as an estimate only of the quantity which may be required. The Principal shall not be bound to purchase the exact nominated quantity of Goods, but the quantity ordered may vary within a margin not exceeding 25 percent above or below the nominated approximate quantity and any such variance shall not affect the unit price of the Goods; or
- c) **'Fixed Quantities'**, the Principal shall purchase the actual quantity shown.

6.16.4 Where this Contract does not specify whether the required quantities are Fixed Quantities, Approximate Quantities or Variable Quantities, the Parties agree that they shall be deemed to be Variable Quantities.

6.16.5 The Principal may order requirements of any one type or item of the Goods either in one single lot or instalments or in such quantities as may be required.

6.16.6 The Principal shall not be required to take or accept all or any of the Services listed except such of the Services as may be ordered by the Principal from time to time during the Term.

6.16.7 Where the quantity or value set out in Scope of Services is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required



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under this Contract and the Principal shall not be required to take or accept said nominated approximate quantity or value of Services.

6.16.8 The Contractor acknowledges and agrees that the Principal may enter into arrangements or agreements with third parties for the purchase of goods or services the same as and/or similar to the Goods and/or Services.

6.16.9 If the Contractor:

- a) delivers more Goods than the quantity specified in this Contract, the Principal may return any quantity of Goods provided by the Contractor in excess of that specified in this Contract to the Contractor at the Contractor's sole risk and expense; or
- b) performs more Services than the quantity specified in this Contract, the Principal is not liable to pay for the additional quantity.

**6.17 Plant and Equipment**

6.17.1 The Contractor must provide (at its cost) all Plant and Equipment, labour and haulage necessary for the performance of the Contractor's obligations under this Contract.

6.17.2 The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with this Contract and all Legal Requirements, and are fit for their usual and intended purpose.

**6.18 Time for Performance and Extensions of Time**

6.18.1 The Contractor shall deliver the Goods in full to the Delivery Points and perform the Services at the times stated in this Contract. In this respect time shall be of the essence of this Contract.

6.18.2 Subject to Clauses 6.18.3, 6.18.4 and 6.18.5, if the Services are unlikely to be completed and/or the Goods are unlikely to be delivered to the Delivery Point by the Completion Date, the Contractor is entitled to an extension to the Completion Date if the delay is due to:

- a) breach by the Principal of its obligations under this Contract;

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- 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 Date for Delivery;
- d) suspension of this Contract under Clause 6.6.28, other than suspension of this Contract for breach of this Contract by the Contractor or the Contractor's Personnel; or
- e) a Variation being granted under Clause 6.0.

6.18.3 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) or the Contractor's Personnel, did not cause the delay, whether by breach of this Contract or otherwise.

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

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

6.18.5 If the Principal's Representative reasonably considers that:

- a) the claim for an extension of time under Clause 6.18.4 relates to an event listed in Clause 6.18.2; and
- b) Clauses 6.18.3 and 6.18.4 have been satisfied,

the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time under Clause 6.18.4 (or such other time agreed by the Parties) that an extension of time to the Completion Date is granted. The notice must include the period of extension granted by the Principal, which will be reasonable having regard to the nature of the event specified in Clause 6.18.2 (as determined by the Principal, acting reasonably).

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6.18.6 The Principal may by written notice to the Contractor direct an extension of time to the Date for Delivery at:

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

notwithstanding that the Contractor has not submitted, and/or is not entitled to submit, a claim for an extension to the Completion Date. The Contractor acknowledges that the mechanism in this Clause 6.18.6 is a discretionary right of the Principal which may be exercised by the Principal for the sole benefit of the Principal and does not:

- a) impose any obligations on the Principal;
- b) to the maximum extent permitted by Law, give rise to any duty to act in good faith;
- c) in any way constitute a waiver or relaxation of any of the requirements under this Clause 6.18; or
- d) entitle the Contractor to claim any Loss of whatever nature arising out of, or in connection with, any extension of time granted by the Principal in accordance with this Clause 6.18.6.

6.18.7 If the Principal considers (acting reasonably) that the Contractor is not entitled to an extension of time, the Principal's Representative must notify the Contractor within 10 Business Days (or any other period agreed in writing by the Parties) of receipt of the claim under Clause 6.18.4 that the Date for Delivery remains unchanged.

6.18.8 If the Contractor fails to comply with Clause 6.18.4 the Contractor will have no entitlement to an extension of time of the Completion Date.

6.18.9 If an extension of time is granted in accordance with this Clause 6.18, provided that those costs are not also reimbursable pursuant to Clauses 0 or 6.28, the Principal will reimburse the Contractor for any costs reasonably incurred and directly attributable to the delay, but without regards to overheads, profit, and any other cost, loss, expense or damage.

**6.19 Liquidated Damages**

6.19.1 Subject to Clauses 6.18, 0 and 6.28, if the Contractor does not perform the Services in full, and/or deliver the Goods in full to the Delivery Points by the Completion Date,

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the Contractor must pay to the Principal, Liquidated Damages for every day after the Completion Date to and including the earliest of:

- a) the date the Services and/or Goods are actually delivered in full to the Delivery Points; or
- b) termination of this Contract.

6.19.2 If an extension of time is granted in accordance with Clause 6.18.5 after the Contractor has paid or the Principal has set off the Liquidated Damages payable under Clause 6.19.1, the Principal shall repay to the Contractor such of those Liquidated Damages as represent the days the subject of the extension of time.

6.19.3 The payment of Liquidated Damages will not relieve the Contractor from its obligations to perform the Services in full and/or deliver the Goods in full to the Delivery Points or from any of its obligations and liabilities under this Contract.

6.19.4 Liquidated Damages shall become due upon the issue of a notice by the Principal setting out the amount of Liquidated Damages payable by the Contractor to the Principal.

6.19.5 The Principal may recover the amount of Liquidated Damages:

- a) on demand from the Contractor; or
- b) by deducting such amount from any amount owed to the Contractor by the Principal,

after the elapse of the Completion Date

6.19.6 The Contractor acknowledges that all sums payable by the Contractor to the Principal pursuant to this Clause 6.19 represent the Principal's genuine pre-estimate of the damages likely to be suffered by it if the Services are not performed in full and/or the Goods are not delivered in full to the Delivery Points by the Completion Date and such sums shall not be construed as a penalty.

**6.20 Inspection and Information**

6.20.1 The Contractor must keep the Principal fully informed on all aspects of the Goods and/or Services, and must supply on request:

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- a) progress reports on the performance of the Goods and/or Services and in such detail as will allow the Principal to ascertain whether such are in conformity with this Contract; and
- b) reports, data and a detailed supply program relating to the Goods and/or Services.

6.20.2 Subject only to providing reasonable notice, the Principal may itself or through an agent:

- a) review, inspect, examine and witness tests of, any Goods and/or Services or the performance of any Goods and/or Services; and
- b) inspect any equipment used in measuring any Goods and/or Services at any time up to 12 months after the measurement of the Goods and/or Services occurs,

at the Delivery Point, the Site, the Principal's premises, the Contractor's premises and/or at the premises of any Subcontractors, as the case may be, and the Contractor must ensure that the Principal is granted the necessary access required for them to review, inspect, examine or witness tests of the Goods and/or Services.

6.20.3 The Contractor must give the Principal 10 Business Days' notice (or such other period as the Parties agree) prior to the date the Goods and/or Services will be ready for delivery, inspection or testing.

6.20.4 Any review, inspection, examination or witnessing of testing by the Principal or their results does not relieve the Contractor of its responsibilities under this Contract.

6.20.5 If, as a result of any review, inspection, examination, or witnessing of testing, the Principal is not satisfied that the Goods and/or Services will comply with this Contract and the Contractor is notified in writing of such dissatisfaction, the Contractor agrees to take such steps as are necessary to ensure compliance.

## **6.21 Delivery Obligations**

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

- a) not interfere with the Principal's activities or the activities of any other person at the Delivery Point; and

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- b) leave the Delivery Point secure, clean, orderly and fit for immediate use having regard to the condition of the Delivery Point immediately prior to the delivery of Goods.

**6.22 Receipt and Acceptance of Goods and Services**

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

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

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

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

6.22.4 Where Goods are found to be Defective Goods, the Principal may reject any or all of the Defective Goods in accordance with Clause 6.23.

**6.23 Rejection and Removal of Defective Goods or Defective Services**

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

- a) in the case of defective goods:
  - (i) direct that the Defective Goods be either replaced or rectified by the Contractor (at the Contractor's expense) within such reasonable time as the Principal's Representative may direct; or
  - (ii) elect to accept the Defective Goods whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of accepting those Goods; and/or

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b) in the case of Defective Services:

- (i) reject the Defective Services, in which case the Contractor must re-perform the Services free of charge; or
- (ii) make good or engage another contractor to make good the Defective Services whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of making good those Defective Services.

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

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

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

6.23.3 Where the Contractor has made good any Defective Goods or Defective Service under this Clause 6.23, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services, from the date the Contractor made good the Defective Goods or Services (as applicable).

6.23.4 The Principal shall not be responsible for the care or custody of any Defective Goods after the Contractor has been notified that they are defective.

6.23.5 Upon a refund of the price paid for the Defective Goods which had previously been Accepted, property in those Goods shall revert to the Contractor.

6.23.6 Without limiting Clause 6.11, any cost or expense incurred by the Principal in connection with the Defective Goods and/or the Defective Services under this Clause 6.23, shall be a debt due from the Contractor to the Principal.

6.23.7 Nothing in this Contract shall prejudice any other right which the Principal may have against the Contractor arising out of the failure by the Contractor to provide Goods and/or Services in accordance with this Contract.

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

**6.25 Property and Risk in the Goods**

6.25.1 Risk in Goods will pass from the Contractor to the Principal on Acceptance of those Goods.

6.25.2 Upon payment for the Goods, property in the Goods shall pass to the Principal. Payment shall include credit by way of set off.

6.25.3 The Contractor warrants that:

- a) it has complete ownership of the Goods free of any liens, charges and encumbrances and that it sells the Goods to the Principal on that basis; and
- b) the Principal will be entitled to clear title to and complete and quiet possession of the Goods upon payment for them.

**6.26 Representatives**

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

6.26.2 The Principal's Representative may exercise all of the Principal's rights and functions under this Contract (including giving directions), except in connection with terminating this Contract, or resolving a Dispute which is the subject of the Dispute resolution procedure in Clause 0 or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.



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6.26.3 The Contractor's Representative is responsible for the quality, timeliness, cost and provision of the Goods and/or Services in accordance with this Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

**6.27 Variation**

6.27.1 A direction to the Contractor to perform a Variation may only be effected in accordance with this Clause 0.

6.27.2 If the Principal or the Principal's Representative requests the Contractor must prepare and submit a variation proposal addressing any proposed Variation (**'Variation Proposal'**). The Principal agrees to provide such further information as reasonably requested by the Contractor to enable the Contractor to prepare the Variation Proposal. The Contractor must submit the Variation Proposal to the Principal within 5 Business Days (or within such other period as the Parties agree) of the Principal's request for the proposal.

6.27.3 If a Variation requires the omission of Goods and/or Services, the Principal's Representative may have the omitted Goods and/or Services provided by others or not as the Principal sees fit.

6.27.4 The Variation Proposal must specify:

- a) the effect the Contractor anticipates the proposed Variation will have on the Date for Delivery 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.

6.27.5 Following receipt of the Variation Proposal by the Principal, subject to Clause 6.27.3, the Parties must seek to agree on the price for the Variation and the impact of the Variation on the relevant Date for Delivery.

6.27.6 The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.

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6.27.7 The Contractor acknowledges and agrees that, subject to Clause 6.27.10, the Principal or the Principal's Representative may direct the Contractor in accordance with Clause 6.27.13 to perform the Variation even if the Parties are unable to agree on the price for the Variation or the impact of the Variation on the relevant Date for Delivery.

6.27.8 The Contractor must not commence performing the proposed Variation unless and until the Principal or the Principal's Representative directs the Contractor in accordance with Clause 6.27.13.

6.27.9 If the Parties agree on the details in the Variation Form, the Principal will sign and issue the Variation Form and the Contractor will be entitled to be paid the agreed amount set out in the Variation Form once the Variation has been performed.

6.27.10 If the Parties are unable to agree on:

a) the price for the Variation within 10 Business Days after the date of receipt of the Variation Proposal from the Contractor, the Variation must be valued by the Principal's Representative as follows:

- (i) if this Contract prescribes rates or prices to be applied in respect of the Goods and/or services, those rates or prices must be used; or
- (ii) if Clause 6.27.10a)(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 Date for Delivery,

then the Principal's Representative must determine a reasonable impact and amend the relevant Date for Delivery by notice in writing to the Contractor.

6.27.11 A Variation does not invalidate this Contract.

6.27.12 The Contractor may request that the Principal direct a Variation and the Principal or the Principal's Representative may, in its absolute discretion, direct a Variation under Clause 0 or elect not to direct a Variation.

**Part 6 READ AND KEEP THIS PART**

6.27.13 A direction is not a Variation unless a Variation Form has been signed by the Principal.

**6.28 Suspending this Contract**

6.28.1 The Principal or the Principal's Representative may, at any time and for any reason, suspend this Contract or any part of this Contract.

6.28.2 When the Contractor receives a written notice of suspension from the Principal or the Principal's Representative, the Contractor must suspend the performance of its obligations under this Contract until such time that the Principal or the Principal's Representative directs that this Contract is no longer suspended. At such time the Contractor must promptly recommence the performance of the Contractor's obligations under this Contract.

6.28.3 Where the suspension of this Contract is not a result of any default or action by the Contractor or the Contractor's Personnel, the Principal will reimburse the Contractor for the Contractor's verified reasonable additional costs incurred as a direct consequence of the suspension of this Contract. For the avoidance of doubt such costs must not include Consequential Losses.

6.28.4 If the Principal or the Principal's Representative suspends this Contract or any part of it in accordance with Clause 6.28.1 (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Date for Delivery and the End Date are extended by the period of that suspension.

6.28.5 The remedies set out in Clauses 6.28.3 and 6.28.4 are the Contractor's sole and exclusive remedy in respect of the Principal suspending this Contract.

**6.29 Warranties**

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

**Part 6 READ AND KEEP THIS PART****6.30 Variation to Contract Terms**

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

**6.31 Price Basis**

- 6.31.1 Unless otherwise stated in this Contract, the Contract Price shall be firm and not subject to rise and fall.
- 6.31.2 Unless otherwise provided in this Contract, the Contractor shall pay all packaging, freight, Taxes, insurances and other charges whatsoever, in connection with this Contract and the Goods and/or Services including delivery of Goods to the Delivery Point and the return of Goods wrongly supplied and all packaging.
- 6.31.3 On each Review Date, the Contractor shall be entitled to adjust the Contract Price for the Goods and/or Services in accordance with this Clause 6.31.3. Unless stated otherwise in Schedule 11, the Contract Price shall be reviewed and adjusted by the percentage movement as published in the Consumer Price Index since the last Review Date. The Contractor shall only be entitled to review the Contract Price for the Goods and/or Services on the Review Date and following such review the Contract Price shall be deemed to be fixed until the next Review Date.

**6.32 Invoicing and Payment**

- 6.32.1 As soon as reasonably practicable following the end of each calendar month (or as otherwise agreed by the Parties), the Contractor must provide to the Principal a Progress Claim or if the Principal directs, an Invoice.
- 6.32.2 Upon approval of a Progress Claim by the Principal:
- a) if the Contractor has entered into an RCTI Agreement, the Principal will, generate a Recipient Created Tax Invoice. References to 'Invoice' in the remainder of this Clause 6.32 should be taken to include RCTI where applicable; or
  - b) if the Contractor has not entered into an RCTI Agreement, the Contractor will submit an Invoice,

**Part 6 READ AND KEEP THIS PART**

in respect of the Goods and/or Services that are the subject of the approved Progress Claim.

- 6.32.3 A Progress Claim and any Invoice must include the details set out in the Contract Specifics.
- 6.32.4 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices that comply with Clause 6.32.3 within 20 Business Days (or such other period as the Principal's Representative and Contractor agree) of their generation or receipt (as the case may be), except where the Principal:
- a) is required by any Legal Requirement to pay within a shorter time frame, in which case the Principal must pay within that time frame;
  - b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor; or
  - c) disputes the Invoice, in which case:
    - (i) to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute; and
    - (ii) if the resolution of the Dispute determines that the Principal must pay an amount to the Contractor, the Principal must pay that amount upon resolution of that Dispute.
- 6.32.5 A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Goods delivered or the Services performed (or any part thereof) were to the satisfaction of the Principal but will only be taken to be payment on account.
- 6.32.6 Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid this Contract.
- 6.32.7 The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

**Part 6 READ AND KEEP THIS PART****6.33 Confidential Information and Publicity**

- 6.33.1 The Contractor must not advertise, publish or release to the public:
- a) the Confidential Information; or
  - b) other information concerning the Goods and/or Services, or this Contract, without the prior written approval of the Principal.
- 6.33.2 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:
    - (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).
- 6.33.3 The rights and obligations under this Clause 0 continue after the End Date.

**6.34 Goods and Services Tax**

- 6.34.1 Any reference in this Clause to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- 6.34.2 Unless expressly included, the consideration for any supply made under or in connection with this Contract does not include an amount on account of GST in respect of the supply ('GST Exclusive Consideration') except as provided under this Clause.
- 6.34.3 Any amount referred to in this Contract (other than an amount referred to in Clause 6.34.8) which is relevant in determining a payment to be made by one of the Parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.

**Part 6 READ AND KEEP THIS PART**

- 6.34.4 To the extent that GST is payable in respect of any supply made by a Party ('Supplier') under or in connection with this Contract, the consideration to be provided under this Contract for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the relevant part of the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- 6.34.5 The recipient must pay the additional amount payable under Clause 6.34.4 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- 6.34.6 The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under Clause 6.34.4 or at such other time as the Parties agree.
- 6.34.7 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Contract the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under Clause 6.34.5, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- 6.34.8 If one of the Parties to this Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Contract, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the Party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with Clause 6.34.4.

**6.35 Consequential Loss**

In relation to Consequential Loss:

**Part 6 READ AND KEEP THIS PART**

- a) subject to Clauses 6.11 and 6.35b), but notwithstanding any other Clause, neither Party will be liable to the other Party in any circumstances for any Consequential Loss, to the extent permitted by Law; and
- b) Clause 6.35a) does not exclude liability of the Contractor for Consequential Loss, if, but for Clause 6.35a) the Contractor would have insurance cover for that Consequential Loss under an Insurance.

**6.36 Limits on Liability**

No limits

**6.37 Force Majeure Event**

- 6.37.1 A Party must give timely notice to the other Party of any Force Majeure Event that precludes the Party (whether partially or wholly) from complying with its obligations under this Contract ('Affected Obligations') and must either:
- a) to the extent practicable, specify in the notice the length of delay in the Date for Delivery 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.
- 6.37.2 The Party's obligation to supply the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- 6.37.3 The Parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- 6.37.4 If a Force Majeure Event continues to affect the supply of the Goods and/or Services for a continuous period of 180 days, the Principal may terminate this Contract by serving written notice on the Contractor and neither Party has liability to the other except in respect of any event arising prior to the date of this Contract being terminated.



**Part 6 READ AND KEEP THIS PART****6.38 Settlement of Disputes**

- 6.38.1 In the event of a Dispute either Party may deliver a written notice to the other Party that identifies the Dispute ('Notice of Dispute').
- 6.38.2 The Party that delivers the Notice of Dispute should also provide enough information about the Dispute for the other Party to reasonably understand the:
- a) alleged facts on which the claim is based;
  - b) legal basis on which the claim is made; and
  - c) relief that is claimed.
- 6.38.3 Within 10 Business Days of a Notice of Dispute being delivered, the receiving Party must deliver a written response to the other Party stating:
- a) its position in relation to the Dispute; and
  - b) the basis for its position.
- 6.38.4 Within 10 Business Days of receipt of the response referred to in Clause 6.38.3, the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to this Contract.
- 6.38.5 If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with Clause 6.38.4, either Party may initiate proceedings in a court of competent jurisdiction.
- 6.38.6 Either Party may, with the agreement of the other Party, at any time, refer the Goods and/or Services (or any part thereof) to an appropriate independent expert, agreed to by the Parties, for examination and report as to their compliance with this Contract. The decision of the expert shall be final and binding upon both Parties, and the expense of such reference shall be paid by the unsuccessful Party.

**6.39 Termination of Contract**

- 6.39.1 If a Party breaches or repudiates this Contract, nothing in this Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under this Contract or under any applicable Legal Requirement.

**Part 6 READ AND KEEP THIS PART**

6.39.2 The Principal may, in its absolute discretion, and without being obliged to give any reasons, terminate this Contract at any time by giving not less than 5 Business Days written notice to the Contractor. The Principal shall pay to the Contractor:

- a) the amount due to the Contractor evidenced by all unpaid Invoices and approved Progress Claims; and
- b) the cost of materials and equipment reasonably ordered by the Contractor for the Goods and/or Services and which the Contractor is liable to accept, but only if they will become the Principal's property on payment,

and shall have no further liability to the Contractor.

6.39.3 If the Contractor:

- a) subject to Clause 0, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in this Contract and such failure continues for a period of 14 days (or such other period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe, perform and comply with such term, condition or stipulation or otherwise to remedy the breach;
- b) (being a corporation) goes into liquidation (except for the purpose of reconstruction or amalgamation of which the Contractor has given the Principal 5 Business Days prior written notice of such reconstruction or amalgamation) or is otherwise dissolved or if a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is appointed or if the Contractor enters into any composition or scheme of arrangement with its creditors or if an inspector or like official is appointed to examine the affairs of the Contractor or the Contractor enters into voluntary or other external administration;
- c) (being a natural person) commits an act of bankruptcy or if an order is made for the sequestration in bankruptcy of the estate of the Contractor, or if the Contractor assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors;
- d) assigns or subcontracts this Contract or any part thereof without the prior written consent of the Principal;

**Part 6 READ AND KEEP THIS PART**

- e) or any Contractor's Personnel, are found guilty of any criminal act related to the Goods and/or Services that may bring the Principal into disrepute;
- f) includes in its Tender any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
- g) or the Contractor's Personnel:
  - (i) cause a safety issue, condition or any risk to health in breach of this Contract; and
  - (ii) the Contractor, within 5 Business Days of a notice from the Principal advising the Contractor that it has caused a safety issue, condition or any risk to health in breach of this Contract, does not show cause to the Principal's satisfaction why the Principal should not end this Contract,

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

6.39.4 The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the matters referred to in Clause 6.39.3 above and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.

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

6.39.6 The termination of this Contract does not affect:

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

**6.40 Waivers and Amendments**

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

**Part 6 READ AND KEEP THIS PART**

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

**6.41 Entire Agreement**

6.41.1 To the extent permitted by Law, this Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of this Contract.

6.41.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Principal in respect of the Goods and/or Services, those terms and conditions will be of no legal effect and will not constitute part of this Contract.

**6.42 Rights and Remedies**

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

**6.43 Insurance**

6.43.1 The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurances:

- a) on the terms and conditions set out in this Clause and otherwise on terms acceptable to the Principal; and
- b) from insurers 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

**Part 6 READ AND KEEP THIS PART**

- (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.

6.43.2 The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.

6.43.3 Without limiting Clause 6.43.1, the Contractor must:

- a) pay all premiums and all deductibles applicable to the Insurance when due; and
- b) promptly reinstate any Insurance required under this Clause 6.43 if it lapses or if cover is exhausted.

6.43.4 To the extent available at the times of placement and each renewal, each Insurance must:

- a) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
- b) 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 an insured 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.

6.43.5 The effecting and maintaining of the Insurance by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under this Contract.

6.43.6 The Contractor must maintain public and product liability insurance. The public and product liability policy must:

**Part 6 READ AND KEEP THIS PART**

- a) be endorsed to note the Principal for their respective rights and interests in relation to this agreement;
- b) be for an amount of not less than the amount set out in the Contract Specifics in respect of any one claim and unlimited in the number of occurrences and not less than the amount set out in the Contract Specifics in the aggregate in relation to Products Liability during any one 12 month period of insurance;
- 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 (including the provision of the Goods and/or Services) 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.

6.43.7 In addition to any compulsory third party motor vehicle insurance required to be taken out by the Contractor under any Legal Requirement, the Contractor must also maintain vehicle and equipment insurance for the Contractor's vehicles, plant and equipment used in connection with this Contract whether owned, hired or leased ('Contractor's Vehicles'). The vehicle and equipment liability policy must:

- a) cover against all loss and/or damage to the Contractor's Vehicles;
- b) cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Contractor's Vehicles;

**Part 6 READ AND KEEP THIS PART**

- c) be for an amount of not less than the market value of the plant and equipment, and otherwise for not less than the amount set out in the Contract Specifics for any one claim or occurrence and unlimited in the number of occurrences; and
- d) other than compulsory third party motor vehicle insurance required by virtue of any Legal Requirement, to the extent available from the insurance market from time to time, be endorsed to contain a principal's indemnity extension in favour of the Principal.
- e) 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).
- f) be endorsed to note the Principal for their respective right and interests in relation to the agreement.

6.43.8 The Contractor must insure against liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor including liability by statute and at common law. This insurance cover must:

- a) be extended to indemnify the Principal and Principal's Personnel for their statutory and common law liability to natural persons employed or engaged by the Contractor; and
- b) be for not less than the amount set out in the Contract Specifics in respect of any one event.

6.43.9 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

6.43.10 The contractor must maintain *professional indemnity insurance*. The professional indemnity policy must:

- a) be for not less than the amount set out in the Contract Specifics in respect of any one claim and not less than the amount set out in the Contract Specifics in the aggregate 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;

**Part 6 READ AND KEEP THIS PART**

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; and

6.43.11 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.

6.43.12 The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.

6.43.13 The Contractor must ensure that its Subcontractors are insured as required by this Clause 6.43, as appropriate (including as to amounts of insurance and type of insurance) given the nature of work to be performed by them, as if they were the Contractor.

6.43.14 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 fix the Principal with notice of the contents of any policy and must not be raised as a defence to any claim by the Principal against the Contractor.

6.43.15 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.

6.43.16 Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.

6.43.17 The Contractor must:



**Part 6 READ AND KEEP THIS PART**

- 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.

6.43.18 The Insurances are primary, and not secondary, to the indemnities referred to in this Contract. The Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under the indemnities referred to in this Contract. In addition, the Parties acknowledge that if a claim is made under an Insurance policy by the Principal, it is their intention that the insurer cannot require the Principal to exhaust any indemnities referred to in this Contract before the insurer considers or meets the relevant claim.

6.43.19 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.

**6.44 Industrial Awards**

6.44.1 With respect to all work done in Western Australia under this Contract, the Contractor shall observe, perform and comply in all material respects with all relevant industrial awards, industrial agreements and orders of courts or industrial tribunals applicable to the Services and this Contract.

**6.45 Governing Law**

6.45.1 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).

**Part 6 READ AND KEEP THIS PART****6.46 Proportionate Liability**

- 6.46.1 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.

**6.47 Construction Contracts Act**

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

**6.48 Personal Property Securities Act**

- 6.48.1 For the purposes of this Clause 6.48:
- a) the '**Principal's Personal Property**' means all personal property the subject of a security interest granted under this Contract; and
  - b) words and phrases used in this Clause 6.48 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

**Part 6 READ AND KEEP THIS PART**

- 6.48.2 If the Principal determines that this Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:
- a) ensuring that the security interest is enforceable, perfected and otherwise effective;
  - b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
  - c) enabling the Principal to exercise rights in connection with the security interest.
- 6.48.3 The Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.
- 6.48.4 The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:
- a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; or
  - b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.
- 6.48.5 The Contractor must not:
- a) create any security interest or lien over any of the Principal's Personal Property whatsoever (other than security interests granted in favour of the Principal);
  - b) sell, lease or dispose of its interest in the Principal's Personal Property;
  - c) give possession of the Principal's Personal Property to another person except where the Principal expressly authorises it to do so;
  - d) permit any of the Principal's Personal Property to become an accession to or commingled with any asset that is not part of the Goods; or

**Part 6 READ AND KEEP THIS PART**

- 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.

6.48.6 Everything the Contractor is required to do under this Clause 6.48 is at the Contractor's expense.

6.48.7 Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other Party authorises, the disclosure of such information. This Clause 6.48 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

**6.49 Application of this Contract**

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

**6.50 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.

<b>Part 7 COMPLETE AND RETURN THIS PART</b>
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## **7. Occupational Safety and Health**

### **7.1 Contractors' Occupational Safety & Health Requirements**

Contractors shall familiarise themselves with and adhere to the Shire of Serpentine Contractors' Occupational Safety & Health Requirements. The Superintendent may stop work until any or all non-compliances has/have been rectified to the satisfaction of the Superintendent. Time, money or any other loss as a result of such delays will be entirely carried by the Contractor. Failure by any Contractor, Sub-contractor, or any of their employees, to comply with these requirements may, at the discretion of the Principal, terminate this Contract with immediate effect.

### **7.2 Contractor's Occupational Safety & Health Management System**

#### **Questionnaire**

This questionnaire forms part of the Principal's Tender evaluation process and is to be completed by tenderers and submitted with their Tenders and labelled as "**Contractor's Safety & Health Questionnaire**". The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

**Part 7 COMPLETE AND RETURN THIS PART**

<b>OSH Policy and Management</b>	<b>Yes</b>	<b>No</b>
Is there a written company Health and Safety Policy?	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have an OSH Management System?	<input type="checkbox"/>	<input type="checkbox"/>
Is the OSH Management System audited or reviewed on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a company OSH Organisation Chart?	<input type="checkbox"/>	<input type="checkbox"/>
Are Line Managers held accountable for Health and Safety performances?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Safe Workplace Practices and Procedures</b>	<b>Yes</b>	<b>No</b>
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations?	<input type="checkbox"/>	<input type="checkbox"/>
Are safe operating procedures or specific safety instructions issued to employees when on-site or at workshops?	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have any Incident Management Plan?	<input type="checkbox"/>	<input type="checkbox"/>
Who in the company are responsible for investigating incidents? _____		
Do Incident Reports contain prevention recommendations?	<input type="checkbox"/>	<input type="checkbox"/>
Who is responsible for implementing remedial measures? _____		
Are there procedures for storing and handling hazardous substances and/or dangerous goods?	<input type="checkbox"/>	<input type="checkbox"/> N/A
<b>Occupational Safety and Health</b>		
Describe how Safety and Health Training Needs Analysis is conducted in your company?		

**Part 7 COMPLETE AND RETURN THIS PART**


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Provide a summary of Safety and Health Training courses provided for, or undertaken by employees during the past 12 months.

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Are records maintained of all training and induction programmes undertaken for employees in your company and are essential licences checked for currency? Yes / No / N/A

Provide details of any company safety induction programmes for company employees and or sub-contractors.

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Safety and Health Workplace Inspection	Yes	No
Are regular Health and Safety Inspections at work Sites undertaken and do they include plant and equipment safety compliance checks and high risk licence checks for employees and sub-contractors?	<input type="checkbox"/>	<input type="checkbox"/>
Are standard workplace inspection checklists used to conduct Health and Safety Inspections?	<input type="checkbox"/>	<input type="checkbox"/>
Who normally completes workplace Safety and Health Inspections? <hr/>		
How are workplace Safety and Health Inspection reports dealt with? <hr/>		
Is there a procedure where employees can report hazards at workplaces?	<input type="checkbox"/>	<input type="checkbox"/>

**Part 7 COMPLETE AND RETURN THIS PART**

<b>Safety and Health Consultation</b>	<b>Yes</b>	<b>No</b>
Is there a workplace Safety Committee?	<input type="checkbox"/>	<input type="checkbox"/>
Are there guidelines on procedures governing the Safety Committee operation?	<input type="checkbox"/>	<input type="checkbox"/>
Are there employee elected Health and Safety Representatives?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Safety and Health Performance Monitoring</b>	<b>Yes</b>	<b>No</b>
Is there a system for recording and analysing Safety Performance Statistics?	<input type="checkbox"/>	<input type="checkbox"/>
Is Safety Performance on the agenda of management meetings?	<input type="checkbox"/>	<input type="checkbox"/>
Is senior management involved in analysis of Safety Performance Statistics?	<input type="checkbox"/>	<input type="checkbox"/>
Has the company ever been convicted of an Occupation Health and Safety offence?	<input type="checkbox"/>	<input type="checkbox"/>





<b>Part 8 READ AND KEEP THIS PART</b>
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## 8.1 Contract Period

The Contract will be for the delivery of the Development Strategies as per the Tender during the 2017/2018 Financial year.

Consultants should ensure that sufficient resources are available to enable the completion of the project by 30 June 2018.

## 8.2 Definitions

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

<b>ACCC:</b>	means the Australian Competition and Consumer Commission
<b>AS:</b>	means Australian Standard
<b>AS/NZS:</b>	means Australian and New Zealand Standard
<b>Appendix(ces):</b>	means the documents attached to the Principal's Request for Tender document
<b>Attachment(s):</b>	means the documents you attach as part of your Tender submission
<b>Consultant:</b>	means the same as Contractor
<b>Contractor:</b>	means the person or persons, corporation or corporations whose Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations
<b>Council:</b>	means Elected Members of the Shire of Serpentine-Jarrahdale
<b>Deadline:</b>	means the deadline for lodgement of your Tender as detailed on the front cover of this Request
<b>General Conditions of Contract:</b>	means the standard General Conditions of Contract as indicated in Section 6.
<b>Offer:</b>	means your offer to supply the Requirements
<b>Principal:</b>	means the Shire of Serpentine Jarrahdale
<b>Principal's Representative:</b>	means any person(s) nominated by the Principal in writing, to the Contractor, to superintend the services
<b>Request or Request for Tender or RfT or RFT:</b>	means this document
<b>Requirement:</b>	means the Works, Goods and /or Services requested by the Principal

<b>Part 8 READ AND KEEP THIS PART</b>
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<b>Selection Criteria:</b>	means the Criteria used by the Principal in evaluating your Tender
<b>Site:</b>	means the location where the Requirements will be carried out by the Contractor.
<b>Specification:</b>	means the Statement of Requirements that the Principal requests you to provide if selected.
<b>Tender:</b>	means the Completed Offer form, response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	means someone who has or intends to submit an Offer to the Principal.
<b>Tender Period:</b>	means the time between issuing the Request and the Deadline.
<b>Works:</b>	means the goods and services outlined in the Specification.

### 8.3 Tender Opening

Tenders will be downloaded and opened in the Shire of Serpentine Jarrahdale Administration Building, 6 Paterson Street, Mundijong, WA, immediately following the advertised Deadline. Tenderers and members of the public may attend or be represented at the opening of Tenders. Tenderers who wish to attend the opening must arrange with Wendy Garner on 08 9526 1106 to be present.

No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

### 8.4 Risk Assessment

The Principal may have access to and give consideration to:

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

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

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial

**Part 8 READ AND KEEP THIS PART**

assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

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

**8.5 Reporting to the ACCC**

The Principal reserves the right, as its discretion, to report suspected collusive or anti-competitive conduct by Tenderers to the appropriate regulatory and provide that authority with any relevant Tenderer information.

## 9. Contract Specifics

<b>Framework Agreement</b>	Yes
<b>Contract Price</b>	As specified in the relevant Order.
<b>Principal's Representative</b>	As described in the relevant Order.
<b>Contractor's Representative</b>	As described in the relevant Purchase Order.
<b>Start Date</b>	As described in the relevant Order.
<b>End Date</b>	The date that is agreed by the Principal and Contractor or the date this Contract is ended under Clause 6.39.
<b>Goods and Services to be provided</b>	The Goods and Services are described in the Specification.
<b>Date for Delivery</b>	As described in the relevant Order.
<b>Delivery Point</b>	As described in the relevant Order or as otherwise agreed in writing between the Parties
<b>Minimum level of Public Liability Insurance Cover required</b>	No less than \$10,000,000 any one occurrence and unlimited in the number of occurrences.
<b>Minimum level of Product Liability Insurance Cover required</b>	No less than \$10,000,000 in the aggregate
<b>Minimum level of Contractor's Vehicles Insurance Cover required</b>	Material Damage or Loss: market value Third Part Legal Liability: \$20,000,0000
<b>Minimum Employee Insurance Cover required</b>	\$50,000,000 common law liability
<b>Public and Product Liability Insurance End Date</b>	End Date of this Contract
<b>Contractor's Vehicles Insurance End Date</b>	End Date of this Contract
<b>Employee Insurance End Date</b>	End Date of this Contract
<b>Liquidated Damages</b>	Not applicable
<b>Details required in Progress Claims and Invoices</b>	Not applicable
<b>Defects Liability Period</b>	Not applicable
<b>Contract Price annual adjustment (other than CPI)</b>	CPI as stated in Clause 6.30.3





**EXECUTED by the parties:**

**SIGNED** for and on behalf of  
**Shire of Serpentine Jarrahdale ABN**  
**98 924 720 841** )

By its duly authorised representative

Name

) In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_ Date

**SIGNED** for and on behalf of

**ABN**

By its duly authorised representative

Name

) In the presence of:

)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_ Date

**Part 11: Questions from prospective Tenderers (Read and Keep)**

The Criteria contained below is for information based on questions asked by prospective tenderers in the preceding period.

**1 Compliance Criteria**

Section 1.16 reads “The criteria contained below are for information purposes. Consultants must respond to these criteria within the WALGA Provider Portal”. This is incorrect. Please complete Part 5 of this addendum and return to the Shire in your submission. This will ensure that all that all prospective tenderers have addressed the same Compliance criteria in the same manner.

The format of the Qualitative criteria is up to the Tenderer in accordance with section 1.17.

**2 Engagement**

The Shire envisages at least one Enquiry-by-Design kind of engagement with the community for each locale.

**3 Closing Date**

The Closing date for the tender is 2pm on Monday 11 September 2017. Any previously advertised date is superseded.

**4 Development Contributions**

What is a ‘Development Contribution Scheme’? The State Planning Policy and Scheme provisions relating to development contributions refer to a Development Contribution Area and Development Contribution Plan and Development Contribution Plan Report. The Scheme is the component of the plan that is included formally in the Local Planning Scheme.



*Traditional infrastructure*

Tenders will need to consider the draft Development Contribution Plans available for traditional infrastructure. The Shire has spent time and effort drafting DCPs for Byford and Mundijong. Please refer to <http://www.sjshire.wa.gov.au/what-we-do/planning-and-building/contribution-arrangements/>

The Byford DCP has a requirement that it needs to be have a full revision every five years and we are currently at Revision No. 4 with the 2017/18 revision being the fifth. We are hoping to expand the contribution area to incorporate the Rural Lifestyle lots and generally fix up a number of the anomalies currently experienced with the Structure plans that will have a flow on effect in the DCP. Note the area in the Byford DCP vs the envisaged Development Strategy area.

The Shire has a draft West Mundijong DSP and DCP (currently being considered by the Minister) and a draft Mundijong DCP that we think need to be amalgamated, possibly with Cardup to form the Mundijong Development Strategy. There are issues with grade-separated rail crossing etc. that can best be addressed if they are included in one Development Strategy/DCS.

*Community infrastructure*

Current items for Community infrastructure as adopted by the Council on 28 August (OCM106/08/17) available at <http://www.sjshire.wa.gov.au/assets/Uploads/agenda-ordinary-council-meeting-28-august-2017-web-version.pdf>.

*Timing of the Development Contribution Plans*

The Development Contribution Plans will need to be completed advertised and presented to Council by 30 June 2018 as a full and final document. The final changes and submission to the Western Australian Planning Commission can be completed post this date.

*Scope of Development Contribution Plans*

Development Strategy/ies will comprise of five aspects. The DSP, the Concept plans, DCP, Precinct plans and the DCP. They will probably have to be done in this order. We need an overall plan that will be used for the foreseeable future that will bring all previous planning

together and will provide the future direction in terms of land use planning, the public realm and how we can finance the infrastructure and facilities that need to be provided. All DCP items identified through the process therefore will have to be included within the scope of the tender. All development Contribution items that are identified during the process will need to be costed up to a general design level. Detailed design is not required but a quantity surveyor will need to assess and costs a generic design. Prospective Tenderers will need to make provision for minor changes to the items currently included.

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#### 5. Additional questions and answers - 6 September 2017

*Role of the main consultant - With regard to other consultants that we are proposing to be included in the project team for this tender, are we required to have each consultant respond to all the compliance and qualitative criteria? For example, do you require ASIC Company extracts, insurance details and signed forms and referees from all consultants proposed in the team? Do you need experience, statement of capacity and relevant project profiles etc from all consultants? Will these other consultants be engaged directly by the Shire, or will they need to be sub-consultants.*

The Shire will only contract the main consultant / tenderer and expects the main consultant / tenderer to be the Project Manager and appointee on the project. The Shire would generally expect the main consultant to deal with all project management related aspects including the administration and governance of their respective teams and be the main conduit through which the project is run.

*Payment parameters - Does the Shire have any specific payment/invoicing terms of contract that our Team will need to adopt for this project? Or will the Shire be working within the parameters of each consultant's standard terms? With regard to sub-consultant inputs, whilst we are including their fees as part of the lump sum price, we anticipate that they will invoice and be paid direct by the Shire. Is this a correct assumption?*

The Shire expects that the main consultant will coordinate payment of sub-consultants as the Shire is unable to pay each consultant individually. We will however work within the parameters of the Tenderers terms that may have to be negotiated.

*Community Development Contribution Plan - The Community Infrastructure Implementation Plan refers to a Community Infrastructure DCP. We assume that this Community Infrastructure DCP does not form part of this RFT. The DCP's that form part of this RFT are the Traditional DCP's for Byford and Mundijong only. Can you please confirm?*

The Community Infrastructure DCP will be run as a separate project but will have to be included in the Development Strategy as it will form a significant component of the Strategies. There will be a requirement for a Byford DCP and a Mundijong DCP. Tenderers need to make the call as to whether there is the need for a Serpentine DCP and/or a Darling Range / Jarrahdale DCP and if not, how the implementation of the development in terms of the major infrastructure provision will work.

*Structure Plans - The addendum outlines that the DCP's will need to be completed, advertised and adopted by Council prior to 30 June 2018. Can you please confirm that this is also the case with the District Structure Plans?*

Yes, this is the general expectation. The Shire is required to complete all the work by the end of the 2017/2018 Financial year.

*Approach - Has the approach to this project been agreed by the WAPC?*

The Shire has discussed the process with the Department but we do not have explicit written agreement as such.

*Technical studies required - Are the supporting technical appendices intended to be a consolidation of work done to date and issued for information only or are these to be new formal documents requiring new studies, investigations and agency approvals. Some of the documents prepared to date are dated and may require significant revisions.*

Essentially it will be to consolidate and tweak the existing documentation to get the best outcomes. This may involve some significant tweaking in some instances.

*Significant revision - If there are significant revisions required, or gaps identified, how do you suggest that these are addressed in this project. Would it be possible to defer further technical investigations until a later period.*

The project needs to be finalised within the allocated timeframes. Gaps need to be filled in the envisaged timeframes.

*Structure Plans - It is noted that the project requires the preparation of Structure Plans and supporting technical appendices. These documents are usually advertised for public and agency review prior to being forwarded to the WAPC for endorsement. Is that the suggested approach in this instance? If so the project timeframe is unlikely to be met due to the likely complex nature of the documents/appendices and the need for agencies to review against current guidelines.*

This is answered in Part 11 of the tender documents.

*Impact of other documents on the process - How does the Shire envisage the inclusion of currently draft documents (such as the Rural Strategy and sub-regional frameworks) into the Development Strategies. There is some potential for these documents to influence the outcome of the Strategies.*

The Development Strategies will endeavour to integrate the various documents and whilst there are documents that may impact on the outcomes we would hope that they will also allow these issues to be resolved.