



Shire of Denmark

Where the Forest meets the Sea – South Coast - Western Australia

GENERAL CONDITIONS

TEN.1 - 2012/2013

EARTHWORKS – KWOORABUP COMMUNITY PARK ADVENTURE PLAYGROUND

CLOSING DATE FOR SUBMISSION OF TENDER IS 20TH AUGUST 2012

GENERAL CONDITIONS OF CONTRACT

C1. CONTRACT DOCUMENTS

Documents for the purpose of Contract

Bound into this volume:

- a) General Conditions of Tender.
- b) General Conditions of Contract for the Provision of General Services.
- c) Special Conditions of Contract and Information to Contractors.
- d) Form of Tender.
- e) Guidelines/Instructions for Contractors Engaged in Council Works
- f) Copy of Shire of Denmark Policy 40216 – Regional Preference Policy

C2. LETTER OF CAPACITY AND BANK REFERENCE

Contractors shall provide the following additional information prior to the award of the contract:

- (a) Documented evidence that the Contractor has successfully completed similar works of comparable nature and magnitude within the last three (3) years, including telephone numbers of referees.
- (b) The name of the financial institution that the Principal may make reference to if required.

CT3. GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

- (a) “GST” means goods and services tax applicable to any taxable supplies as determined under the GST Act.
 - (b) “GST Act” means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation’s Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
 - (c) “Supply” and “taxable supply” have the same meanings as in the GST Act.
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Where the Requirement the subject of this Request or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Contractor shall be inclusive of all applicable GST at the rate in force for the time being.

SECTION 2.0

GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF GENERAL SERVICES

GC1 GOVERNING LAW

The Contract shall be governed by the laws of the State of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of the State.

GC2 DEFINITIONS

2.1 In the Contract, except where the context otherwise requires:

'Clause' means a clause of these General Conditions.

'Contract' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

'Contract Price' means payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract.

'Contractor' means the person or persons, corporation or corporations, who contract to supply the Services the subject of the Contract.

'Officer' means any officer or person authorised by the Principal and notified to the Contractor as an authorised officer for the purpose of this Contract.

'Principal' means the Shire of Denmark.

'Services' means the whole of the services, tasks, work and requisites to be supplied, rendered, provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.

'Specification' means any Special Conditions, Technical Specification and Schedules forming part of the Contract; and such Specification shall be read with these General Conditions as an integral part of the Contract, but in the event of any inconsistency between the Specification and these General Conditions the former shall (unless the Contract otherwise provides) prevail.

2.2 Unless the context otherwise requires, the singular in all cases includes the

plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

GC3 QUALITY OF SERVICES

- 3.1 All Services rendered shall conform to the Specification and the standards specified in the Contract.
- 3.2 Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then the appropriate and current standard of the British Standards Institution or such other standard as the Principal shall consider appropriate.
- 3.3 The Contractor shall employ only such persons as are careful, skilled and experienced in their respective professions, trades and callings, who hold all necessary licences permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

GC4 PATENT RIGHTS

- 4.1 The Contractor shall indemnify and at all times keep the Principal indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trade mark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.
- 4.2 All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.
- 4.3 In the event of any claim being made or brought against the Principal in respect of any of the matters stated in this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise therefrom and in the event of the failure by the Contractor to do so, the Principal shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim

and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Principal.

GC5 SETTLEMENT OF DISPUTES

- 5.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
- 5.2 Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for examination and report as to their compliance with the 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.
- 5.3 Subject to the provisions of clause 5.2, any dispute or unresolved claim arising out of or relating to the Contract or the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either agreed to by the parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).
- 5.4 If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected:
 - (a) by an arbitrator mutually agreed upon between the parties; or
 - (b) in default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators,

in accordance with the provisions of the Commercial Arbitration Act 1985.

GC6 TIME

- 6.1 Services under the contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.
- 6.2 The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Principal, upon the written application of the Contractor, may in its absolute discretion grant in writing.

GC7 SUPPLY OF SERVICES BY ORDER

- 7.1 The Contractor shall fulfil all orders for Services placed by the Principal during the term or currency of the Contract.

- 7.2 Where the Contract is for the supply of Services by reference to a list of Services and prices in a Schedule to the Specification, 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 period of the Contract.
- 7.3 The right is reserved for the Principal to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.
- 7.4 Nothing herein contained shall oblige the Principal to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Principal. The Principal shall be free at all times to obtain the Services or any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

GC8 STAMP DUTY

The Contractor shall pay all stamp duties in connection with the Contract.

GC9 GOODS AND SERVICES TAX

9.1 For the purposes of this clause:

- (a) “GST” means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- (b) “GST Act” means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation’s Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- (c) “Supply”, “taxable supply” and “tax invoices” have the same meanings as in the GST Act.

9.2 Where the supply of the Services or any part thereof is a taxable supply under the GST Act:

- (a) The Contract Price shall be inclusive of all applicable GST at the rate in force or the time being.
- (b) The obligation of the Principal to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt

by the Principal of a tax invoice in respect of the Contract Price, or the relevant instalment thereof, which complies in all respects with the GST Act.

- (d) This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary, but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the GST Act.

9.3 The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under the Contract.

GC10 PRICE VARIATIONS

No price variation for duration of contract.

GC11 ASSIGNING OR SUBLETTING

The Contractor shall not without the previous consent of the Principal in writing, assign, transfer, mortgage, charge, encumber, sublet or sub contract the Contract, or any part thereof. The Contractor shall not assign, transfer, mortgage, charge, or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Principal being first obtained. Any consent shall not discharge the Contractor from any liability in respect of the Contract, and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment of transaction nor to prevent any proceedings for any subsequent breach of this condition any may be granted or withheld or made subject to conditions in the absolute discretion of the Principal.

GC12 TERMINATION OF CONTRACT

13.1 Where the Contractor;

- (a) fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
- (b) assigns subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, or encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Principal being first obtained; or
- (c) (if an individual) becomes bankrupt; or

- (d) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
- (e) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- (f) includes any statement, fact, information, representation or material in its Quote which is false, untrue or incorrect; or
- (g) fails in any manner to perform the Contract to the complete satisfaction of the Principal;

then, and in every such case, the Principal may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

- 13.2 All damages and expenses incurred by the Principal under or by virtue of the provisions of sub-clause 13.1 shall be ascertained and certified to by the Officer, and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Principal, and may be recovered from the Contractor in any Court of competent jurisdiction.
- 13.3 If the Contract is terminated the moneys which have been previously paid to the Contractor on account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the Contractor and unpaid, and all sums of money (if any) held as security, shall be forfeited and may be retained by the Principal.
- 13.4 Upon termination of the Contract all moneys previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.

GC13 FAILURE TO SUPPLY

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place, the Principal may, without being liable in any way to the Contractor, obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source, supplier or provider thereof. The existence of a state of emergency shall be determined by the Principal in its sole discretion.

GC14 POWER TO ACT FOR THE PRINCIPAL

Anything to be done or performed by the Principal may be done and performed by any person duly authorised by the Principal.

GC15 VARIATION OF CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Principal in writing.

GC16 SUSPENSION OF PAYMENTS

Should the Contractor refuse or neglect to carry out the instructions of the Principal in regard to any matter connected with the Contract, the Principal may suspend all payments to the Contractor until such instructions have been complied with.

GC17 DEDUCTION OF CHARGES OR DEBTS

17.1 Without limiting the Principal's rights under any of the foregoing clauses hereof any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal, and if such moneys are insufficient for this purpose, then from the Contractor's security under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

17.2 The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

GC18 PAYMENT

18.1 Where the Contract is a schedule of prices Contract to be executed at the rates or prices given in the Contract, then the Services shall be paid for at their schedule rates and not at the total amount of the Contractor's tender.

18.2 The Contractor shall not be entitled to any interest, credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Services unless expressly provided for in the Contract.

18.3 The Principal shall not be obliged to pay accounts of the Contractor unless received by the paying officer nominated on the Order.

18.4 All periods for payment of invoices shall be calculated from the date of preparation of the invoice.

GC19 SERVICE OF NOTICES

Any notice, order, instruction or communication required to be, or that may be served on or given to the Contractor by the Principal or the Officer shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or is sent by prepaid cost to or is left at the address of the Contractor stated in its Quote or at such other address as is notified in writing by the Contractor to the Principal.

GC20 CONTRACTOR TO INFORM ITSELF

20.1 The Contractor shall be deemed to have:

- (a) examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), these General Conditions of Contract and the Special Conditions of Contract and any other information made available in writing by the Principal to the Contractor.
- (b) examined the site and its surroundings; and
- (c) satisfied themselves as to the correctness and sufficiency of its quote and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the contract.

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 liability to perform and complete the Contract in accordance with the terms and conditions thereof.

GC21 COMPLYING WITH STATUTORY REQUIREMENTS

21.1 The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of the provisions of all Acts of the Parliament of the State of Western Australia and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Services or the performance of the Contract.

21.2 Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational Health, Safety and Welfare Act 1984 and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.

21.3 If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor

shall give written notice to the Principal specifying the departure from such provisions which he considers necessary to comply with such requirements.

GC22 PROPERTY DAMAGE AND PUBLIC RISK

- 22.1 Subject to the next succeeding paragraph of this clause, the Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal, or the employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.
- 22.2 The Contractor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

GC23 ACCIDENT OR INJURY TO EMPLOYEES

The Contractor shall indemnify and keep indemnified the Principal against liability for all loss or damage resulting from personal injury to or the death of (other than such injury or death resulting from any breach by the Principal of any of the provisions of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal), the Contractor or of any sub-contractor occurring during the currency of the Contract and arising out of or in connection with the supply or provision of the Services under the Contract or the performance of the Contract and against all claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto, whether at Common Law or under any statute.

GC24 INSURANCE

- 24.1 Without limiting its obligations and responsibilities the Contractor, in the joint names of itself and the Principal for their respective rights, interests and liabilities, shall effect and keep in effect during the currency of the Contract insurance policies covering all matters referred to in clauses 22 and 23.
- 24.2 The insurance policies shall contain a cross-liability clause and otherwise be in terms, and effected with an insurance company, approved by the Principal which approval shall not be unreasonably withheld.

- 24.3 The Contractor shall lodge certificates of proof the required insurance policies with the Principal before the commencement of the Services provision and at such other times as the Principal may require.

GC25 WARRANTIES

The Contractor shall obtain warranties as specified in the Contract and shall ensure that the Principal will have the benefit of the warranties. The Contractor shall ensure that the Principal will have the benefit of any warranties specified in the Contract that are obtained by the sub-contractors of the Contractor.

GC26 INDUSTRIAL AWARDS

- 26.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract.
- 26.2 Failure by the Contractor to comply with sub clause 26.1 hereof shall entitle the Principal by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

CONTRACTOR CHECKLIST

The Shire of Denmark requires you to comply with the Occupational Safety and Health Policy, Safety Rules and this Contractor Check List. Before commencing any work, ensure you are able to tick each of the following boxes.

Safety is for everyone's protection.

1. *You have completed the obligatory Online Induction as indicated in the Shire of Denmark Guidelines/Instructions for Contractors Engaged In Council Works section 3.1 Instruction and Occupational Safety & Health Policy*
2. *You have provided a copy to Council, proving adequate insurance cover, for the following; Workers Compensation, Motor Vehicles and Mobile Equipment, Public Liability, Personal Accident (Self Employed Contractors only).*
3. *You have been provided with a copy of the Shire of Denmark's Guidelines/Instructions for Contractors Engaged in Council Works*
4. *Contractors have ensured that any task requiring a qualification or license is allocated to the person or persons who can clearly, identify themselves as having such qualification or license as required to complete the task.*
5. *All of your workers are provided with personal protective equipment.*
6. *First aid kits are provided in each of your work vehicles.*
7. *All of your workers are instructed in the use of items found in the first aid kits.*
8. *All of your workers are instructed in the use of available fire fighting equipment such as extinguishers, hoses and blankets.*
9. *All of your workers are aware of correct road signage procedures and adequate signage is available for the work where required.*
10. *All work places are kept in a clean and tidy condition.*
11. *All of your workers are aware that they must report any accident, near misses or hazardous situations immediately.*
12. *All of your own equipment to be used in the performance of the contract is in a safe working order.*

13. All of your workers are aware of the following statement;

“Any contractor or their employee, contradicting the Shire of Denmark’s guidelines and policy may be required to leave the premises or worksite and may be refused re-entry. The said contract may become null and void.”



Shire of Denmark

Where the Forest meets the Sea – South Coast - Western Australia

GENERAL CONDITIONS

TEN.1 - 2012/2013

EARTHWORKS – KWOORABUP COMMUNITY PARK ADVENTURE PLAYGROUND

CLOSING DATE FOR SUBMISSION OF TENDER IS 20TH AUGUST 2012

GENERAL CONDITIONS OF TENDER

CT1. TENDER DOCUMENTS

Documents for the purpose of tender:

Bound into this volume:

- a) General Conditions of Tender.
- b) General Conditions of Contract for the Provision of General Services.
- c) Special Conditions of Contract and Information to Contractors.
- d) Form of Tender.
- e) Guidelines/Instructions for Contractors Engaged in Council Works
- f) Copy of Shire of Denmark Policy 40216 – Regional Preference Policy

CT2. CONTROL OF TENDER DOCUMENTS

Tenderers shall keep the documents in a secure place and shall not divulge information contained within the documents except as necessary for the compilation of a tender.

The Tender documents shall not be used for any purpose other than for transmission of information concerning the Tender.

CT3. DOCUMENTS TO BE SUBMITTED WITH TENDER

Tenderers shall submit with their Tenders, on or before the deadline completed copies of the following documents:

- (a) Acknowledgment of any and all addenda issued;
- (b) Copy of tender document with all pages initialled;
- (c) Completed Form of Quotation;
- (d) Copies of current and relevant insurance policies as per the Shire of Denmark Guidelines/Instructions for Contractors Engaged in Council Works.
- (e) Letter of Capacity addressing evaluation criteria.

CT4. TENDER CONSIDERATION PERIOD

Tenders shall remain binding on the Tenderer and in force for a period of 40 days

from the date of closing of tenders.

CT5. CONTACT PERSONS

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Contractual Enquiries:

Name: Garry Bird
Director of Finance and Administration
Telephone: (08) 9848 0300
Facsimile: (08) 9848 1985
E-mail: enquiries@denmark.wa.gov.au

and

Specification Enquiries:

Name: Terry Farrell – Canopy Designs
E-mail: info@canopydesigns.com.au

Delivery Method

Tenders may be:

- (a) delivered by hand to the Shire of Denmark and placed in the Tender Box (by the Tenderer or the Tenderer's private agent); or
- (b) sent through the mail addressed to:

The Chief Executive Officer
Shire of Denmark
PO Box 183
DENMARK WA 6333

Facsimile and electronic mail tenders will not be accepted.

CT6. LODGEMENT OF TENDER

Tenders shall be lodged by the Deadline. The Deadline for this request is **4pm, Monday 20th August 2012.**

The Tender shall be:

- (a) placed in a sealed envelope;

- (b) clearly endorsed with the tender number and titled as shown on the front cover of the request;
- (c) placed in the tender box at the Shire of Denmark Administration building, South Coast Highway, Denmark, and

CT7. LATE TENDERS

Tenders received:

- (a) after the deadline; or
- (b) in a place other than that stipulated in clause CT6.

will not be accepted for evaluation.

CT8. ACCEPTANCE OF TENDER

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

CT9. REJECTION OF TENDER

A Tender shall be rejected without consideration of its merits in the event that it is not submitted at the time and at the place specified in the Request and it may be rejected in the event that the Tender fails to comply with any other requirements of the Request.

CT10. LETTER OF CAPACITY AND BANK REFERENCE

Tenderers shall provide the following additional information prior to the award of the contract:

- (a) Documented evidence that the Tenderer has successfully completed similar works of comparable nature and magnitude within the last three (3) years, including telephone numbers of referees.
- (b) The name of the financial institution that the Principal may make reference to if required.

CT11. AWARDING OF CONTRACT

The awarding of contract will by Council resolution and letter of acceptance of tender.

CT12. FORMAL INSTRUMENT OF AGREEMENT

A Formal Instrument of Agreement shall be executed in order to effect the Contract.

CT13. PRESENTATION OF TENDER DOCUMENTS

The Specification has been collated by mechanical means and Tenderers should check to ensure that it includes all pages which are numbered consecutively and that all supplements referred to are also included. Supplements, which have been referred to in any section of the specification, are included at the back of the document and shall be read with the section to which they refer

CT14. REGIONAL PRICE PREFERENCE

Tenderers for these works may be afforded a preference in accordance with Regulation 24A-G of the Local Government (Functions and General) Regulations and the Shire of Denmark Regional Price Preference Policy (Policy A.71). The policy is attached for tenderers reference.

CT15. GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

- (a) “GST” means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- (b) “GST Act” means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation’s Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- (c) “Supply” and “taxable supply” have the same meanings as in the GST Act.

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

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

CT16. TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of Tendering. The Tenderer is to accept full responsibility for their own interpretations, deductions and conclusions made from the information provided by the Principal;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;

- (d) acknowledged that the Principal may enter into negotiations with a chosen tenderer. Negotiations shall be carried out in good faith.

CT17. ALTERATIONS

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

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the Request.

The Tenderer shall acknowledge with its tender the receipt of each addendum to the request issued by the Principal and received by the Tenderer during the Tender period.

CT18. OWNERSHIP OF TENDERS

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

CT19. CANVASSING OF COUNCILLORS

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

CT20. IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer on the Form of Tender.

CT21. TENDER OPENING

All Tenderers and any member of the public may attend or be represented at the opening of Tenders. All Tenders will be opened in the Principal's offices at Shire of Denmark, South Coast Highway, Denmark as soon as practicable following the advertised Deadline. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise concerning the Tenders submitted.

CT22. NON-CONFORMING OR ALTERNATIVE TENDER

The Principal will consider on its merits any tender submitted which does not entirely conform to the requirements set out in this document if advantageous to the Principle. The tenderer shall clearly identify benefits to Council in any alternative and specific details shall be given as part of the tender submission.

CT23. TENDERS EVALUATION

Tenders will be assessed and scored on the following weighted evaluation criteria. It is essential that tenders address the criteria in their submission.

Tendered Price

Very Important

- Includes consideration of overall cost to Council based on vehicle capacity
Price

Contractor Experience and Plant Capability

Important

- Includes consideration of Contractor Safety record



Shire of Denmark

Where the Forest meets the Sea – South Coast - Western Australia

**SPECIAL CONDITIONS
 TEN.1 - 2012/2013**

**EARTHWORKS – KWOORABUP COMMUNITY PARK
 ADVENTURE PLAYGROUND**

CLOSING DATE FOR SUBMISSION OF TENDER IS 20TH AUGUST 2012

**SPECIAL CONDITIONS OF CONTRACT AND INFORMATION TO
 CONTRACTORS**

- SC1** The contract is for the period of construction of three months given weather conditions and unforeseen complications with construction.
- SC2** The Contractor is required to deliver the specified earthworks to the required standard, within the specified timeframe, within the guidelines of the specified plans and within the tendered price quoted in original tender application.
- SC3** The Contractor will be required to:

ITEM	SUPPLY	DELIVERY	QUANTITY, M3	INSTALLATION
STANDARD EDGE SWALES				
Dig out swales, create mounds and mounds		contractor		contractor
swale, limestone spalls, 10 - 30mm	shire quarry	contractor	23	contractor
swale, laterite spalls, 10 - 30mm	contractor	contractor	12	contractor
swale, limestone rubble 100 - 2000mm	shire quarry	contractor	50	contractor
swale, laterite rubble 100-200mm	contractor	contractor	27	contractor
SCULPTURE SWALES				
Dig out swales, create mounds and mounds		contractor		contracto
limestone spalls 10-30mm, swale 1	shire quarry	contractor	1.9	contractor
laterite spalls 10-30mm, swale 1	contractor	contractor	1.9	contractor
limestone spalls 10-30mm, swale 2	shire quarry	contractor	1.9	contractor
laterite spalls 10-30mm, swale 2	contractor	contractor	1.9	contractor
*GRANITE ROCKS (PICK UP FROM FARMS)				
500mm to 1m	shire	contractor	600	contractor
1m to 1.5m	shire	contractor	55	contractor
very large up to 6 ton	shire	contractor	12	contractor
STRAIGHT TREE LOGS				
2m- 3m	shire depot	contractor	20	contractor

SHIRE OF DENMARK
 CONTRACT NO1-2012/2013 – CONSTRUCTION OF EARTHWORKS FOR KWOORABUP COMMUNITY PARK
 ADVENTRUE PLAYGROUND

3m - 6m	shire depot	contractor		
*NATURAL FALLEN TREES (PICK UP FROM FARMS)				
			NUMBER	
2m -3m	shire	contractor	40	contractor
3m - 6m	shire	contractor	40	contractor
REMOVE GRASS LAYER (DISPOSAL NEARBY)				
			QUANTITY	
			M3	
remove grass and root layer to 50- 75mm			250-320	contractor
excavate all standard swales			325	contractor
excavate sculpture depression swales			84	contractor
create & compact mounds 300mm layers	from swales		409	contractor
	shire for			
create & compact bund	soil	contractor	90	contractor
selected mulch to mounds	shire depot	contractor	70	contractor
selected mulch below trees	shire depot	contractor	70	contractor
selected mulch general	shire depot	contractor	80	contractor
WEED BARRIER				
			M2	
commercial grade to swales	shire depot	contractor	920	contractor
commercial grade to sculptural swales	shire depot	contractor	200	contractor
				contractor
stabilised limestone walk path 75mmdeep	shire depot	contractor	300	
				contractor
make good all existing path damage	contractor	contractor		contractor
SUNDRIES				
Supply and install suitable fencing and securing of site & designated materials drop off area	contractor	contractor		contractor
Supply and install all site signage in accordance with	contractor	contractor		contractor
Supply and install site signage indicating designer, client and contractor	contractor	contractor		contractor
Provide onsite toilet	contractor	contractor		contractor
Conduct all site safety inductions and hold regular site safety meetings for all workers	contractor	contractor		contractor
To perform all work under the direction and to the satisfaction of the Site Supervisor		contractor	1.9	contractor

SC4 The above quantities are provided to Contractors as a guide only. Contractors are to note that Council will take no responsibility for changes to these estimates and the Contractor will be required to adjust their schedule to meet any changes in invoicing arising from amendments to supply of materials.

SC5 The Contractor is strongly advised to visit the Kwoorabup Community Park and view current operations and familiarise themselves with the site.

SC6 The Contractor shall make themselves familiar with the appropriate Codes of Practice, the Shire of Denmark Guidelines/Instructions for Contractors Engaged in Council Works and ensure that they and their staff adhere to these Codes of Practice and Guidelines. Contractors are reminded that they will not be eligible for work with the Shire of Denmark without having completed the Online Induction indicated in the

Shire of Denmark Guidelines and Instructions for Contractors Engaged in CouncilWorks.

- SC7** *Granite rocks and fallen natural tree logs will be sourced by Council and it is suggested a provisional sum to collect and transport these materials be included in your tender, noting that there may be a variation to the contract depending on exact location etc of the materials.

Please find attached copies of the project plans and intentions.

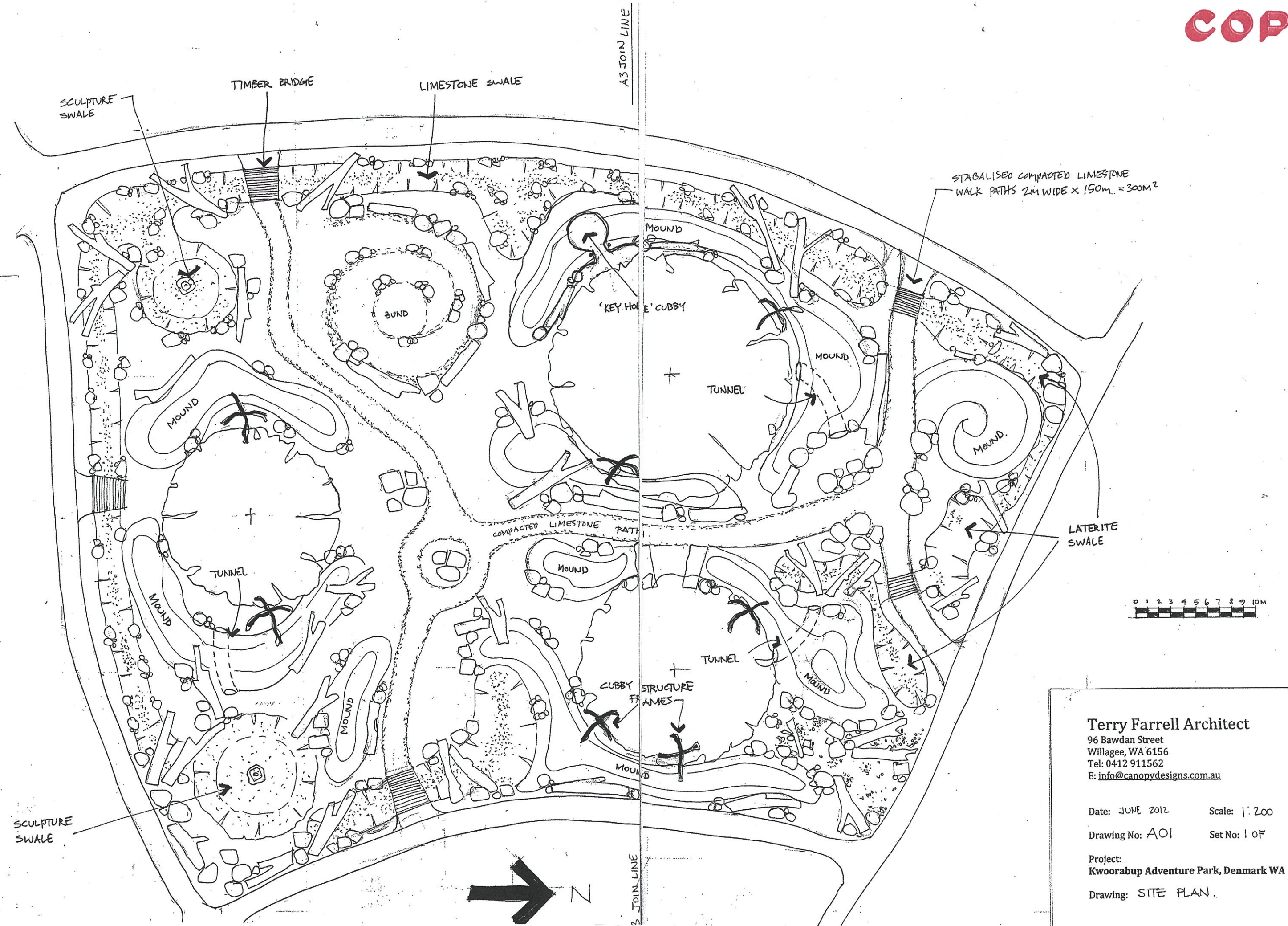
COPY ✓

Kwoorabup Adventure Park, Denmark WA

Construction documentation and bill of quantities
Drawings A01 – A08

Terry Farrell Architect
96 Bawdan Street Willagee
E: info@canopydesigns.com.au
Tel: 0412 911562

JULY 2012



Terry Farrell Architect

96 Bawdan Street
Willagee, WA 6156
Tel: 0412 911562
E: info@canopydesigns.com.au

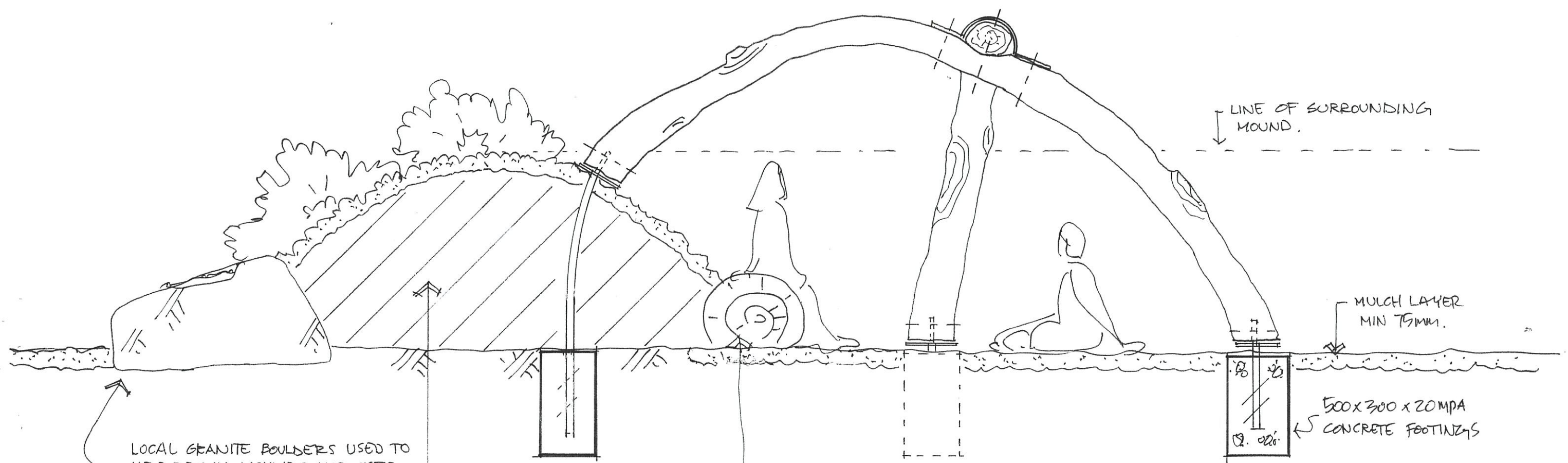
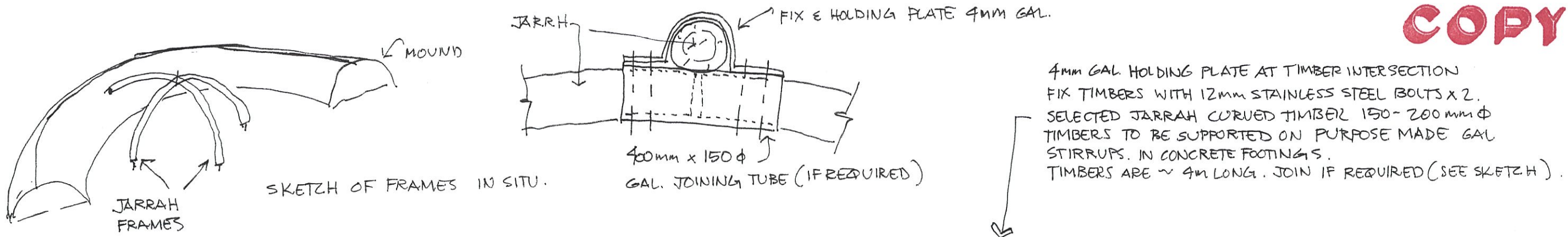
Date: JUNE 2012 Scale: 1:200

Drawing No: A01 Set No: 1 OF

Project:
Kwoorabup Adventure Park, Denmark WA

Drawing: SITE PLAN.

COPY



CREATE MOUNDS AS SHOWN ON SITE PLAN
 MOUNDS APPROX 1M HIGH x 2.5 WIDE.
 COMPACT IN 300mm LAYERS.
 USE SOIL FROM SITE SWALE WORKS OR IMPORT
 TOP WITH MIN. 75mm MULCH LAYER
 PLANT AS DIRECTED.
 FOR EVERY 10M LENGTH OF MOUND = ~14m³ SOIL & 3m³ MULCH.

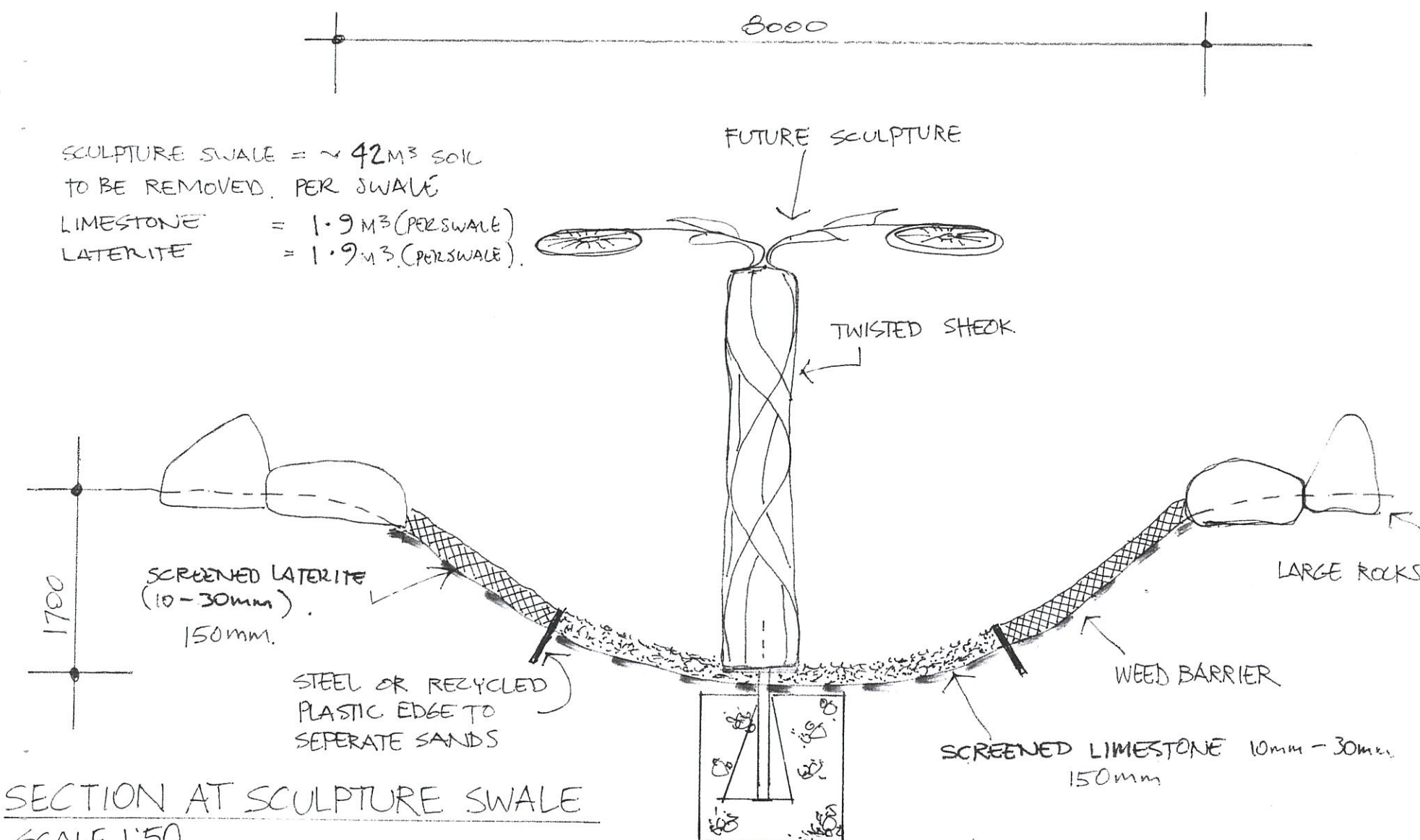
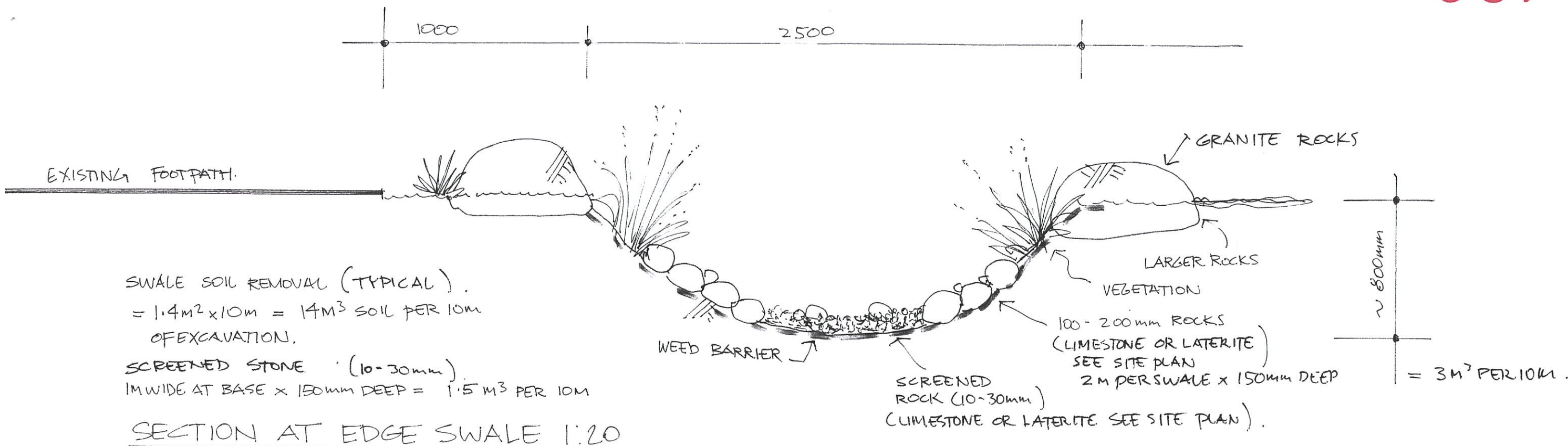
SECTION THRU MOUND AND JARRAH FRAMES.

SCALE 1:20.

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 96 Bawdan Street
 Willagee, WA 6156
 Tel: 0412 911562
 E: info@canopydesigns.com.au

Date: June 2012 Scale:
 Drawing No: A02 Set No:
 Project:
Kwoorabup Adventure Park, Denmark WA

Drawing: SECTION AT MOUND AND JARRAH FRAMES.

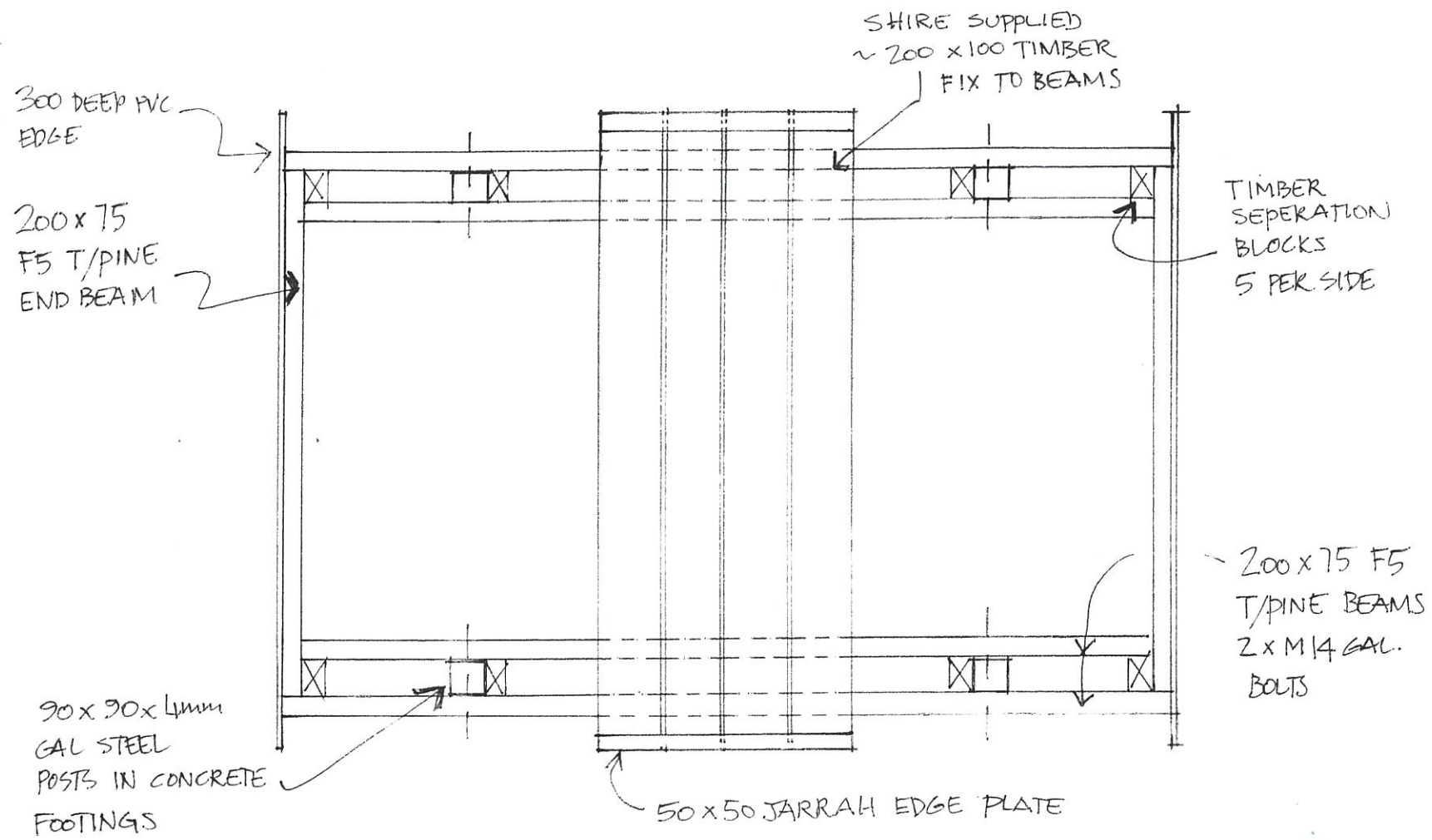


Terry Farrell Architect
 96 Bawdan Street
 Willagee, WA 6156
 Tel: 0412 911562
 E: info@canopydesign.com.au

Date: June 2012 Scale: 1:20; 1:50
 Drawing No: A03 Set No: 3 OF

Project:
Kwoorabup Adventure Park, Denmark WA

Drawing: SWALE SECTIONS.



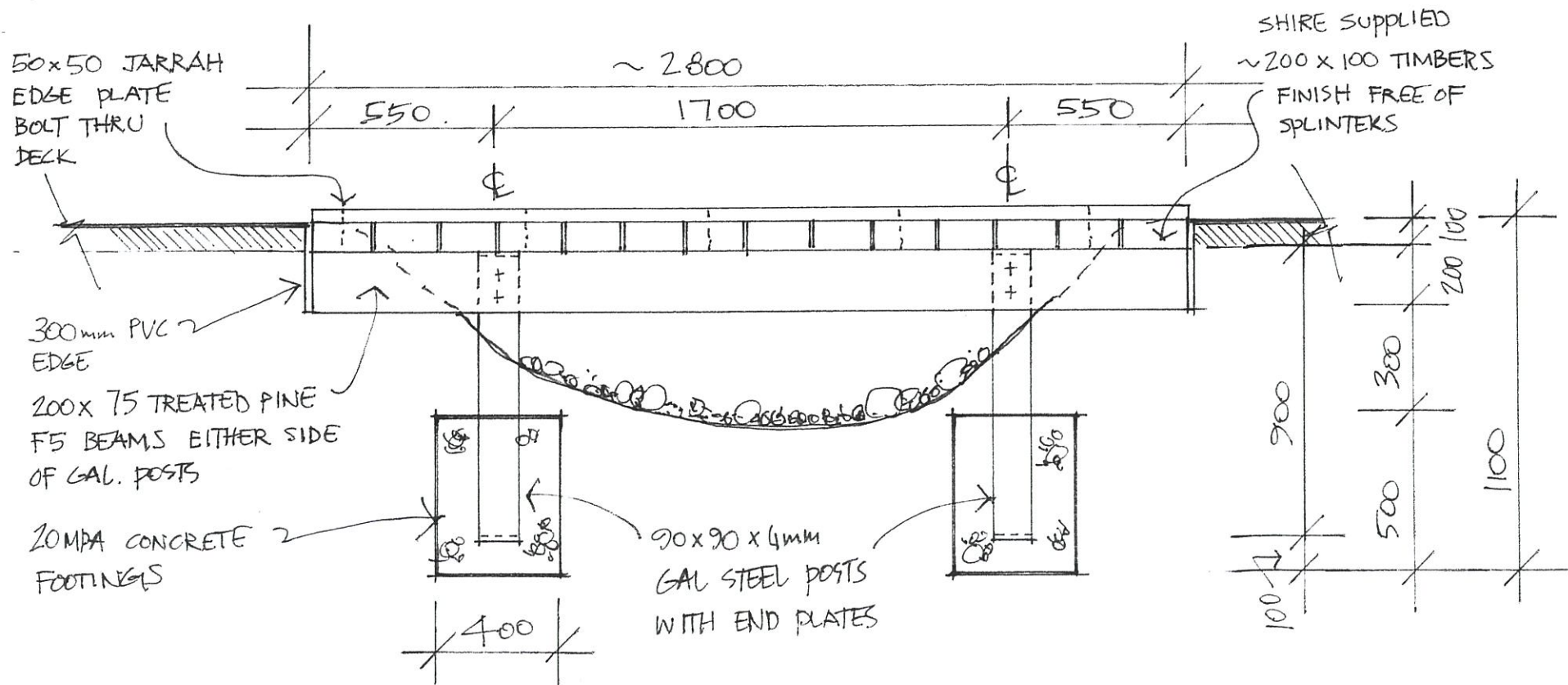
PLAN VIEW SHOWING PEDESTRIAN FOOT BRIDGE STRUCTURE 1:20

CONSTRUCTION NOTES.

SHIRE TO SUPPLY THE ~200x100 TIMBERS.
 CONTRACTOR TO REMOVE ALL SPLINTERS FROM SURFACE SUITABLE FOR SAFE FOOT TRAFFIC.
 EACH 200x100 TO BE DOUBLE SCREW FIXED TO EACH BEAM USE GAL. HEAVY DUTY (MIN 6mm THICK) BUGGLE SCREWS SCREW HEAD TO BE REBATED MIN 2mm BELOW TOP.
 FIX 200x75 BEAMS THROUGH 90x90x4mm GAL STEEL POSTS WITH 2x M14 GAL STEEL BOLTS.
 WHERE TIMBER IS IMMERSIED IN SOIL, COAT WITH BITUMINOUS PROTECTIVE PAINT.

NOTE:

THE BRIDGE IS FOR PEDESTRIAN FOOT TRAFFIC ONLY VECHICULAR ACCESS BRIDGE WILL OCCUR AT A DESIGNATED AREA AS IDENTIFIED BY THE PROJECT SUPERVISOR.



SECTION THRU PEDESTRIAN FOOT BRIDGE 1:20.

Terry Farrell Architect

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 Willagee, WA 6156
 Tel: 0412 911562
 E: info@canopydesigns.com.au

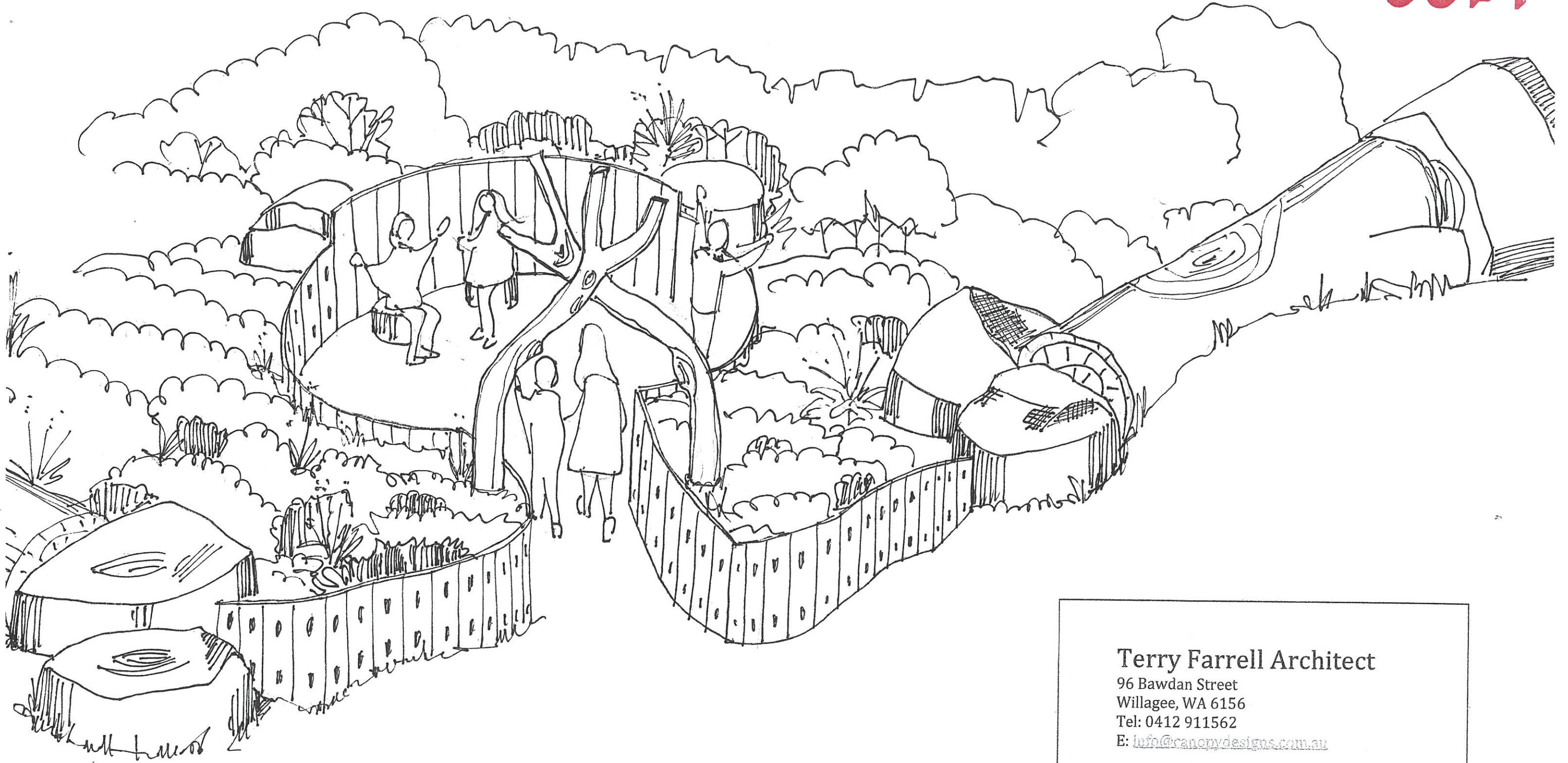
Date: JULY 2012 Scale: 1:20

Drawing No: A04 Set No: 4 of 6.

Project:
Kwoorabup Adventure Park, Denmark WA

Drawing: DETAILS OF PEDESTRIAN
 FOOT BRIDGE

COPY



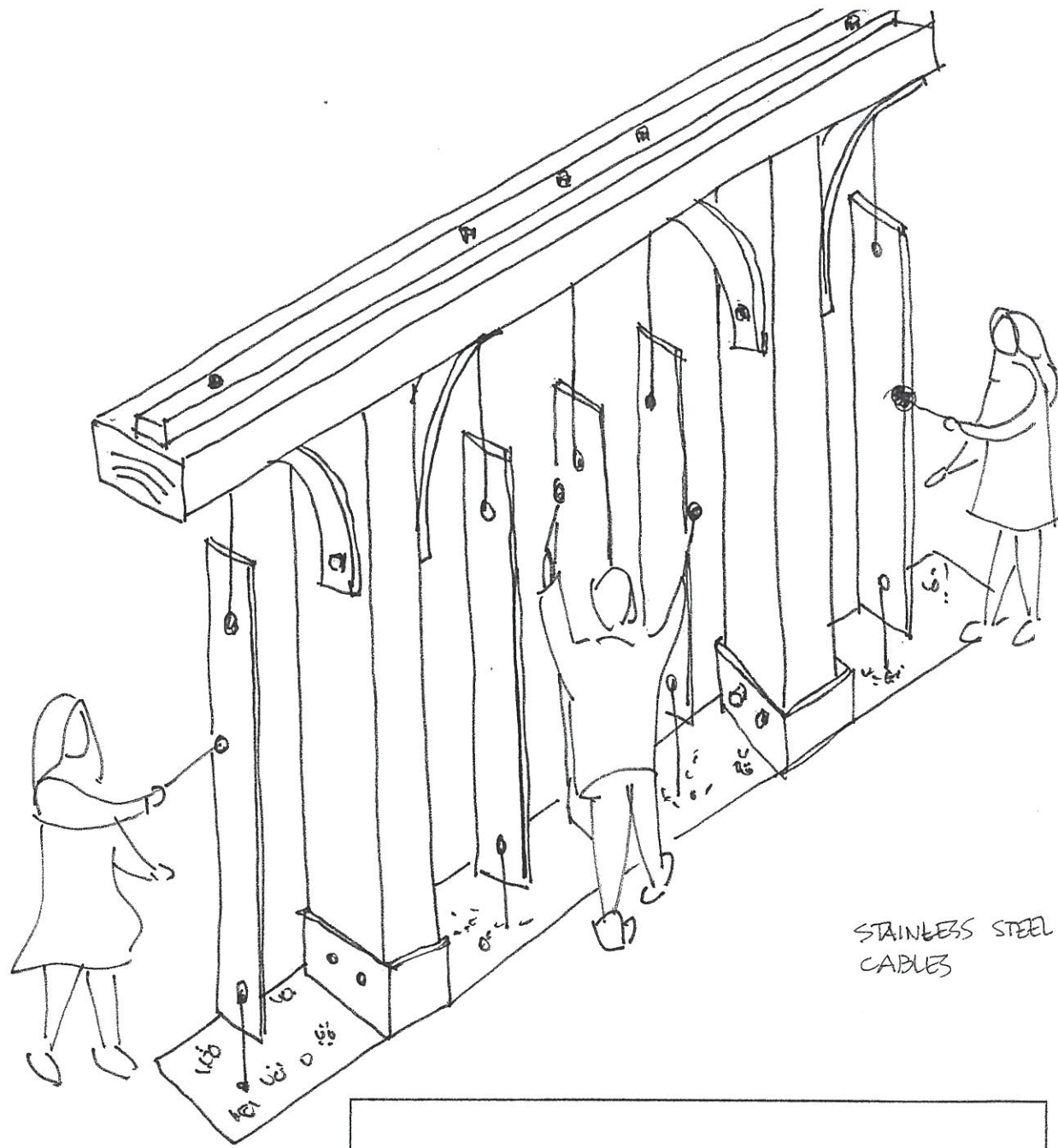
TRACTOR BLADE 'KEYHOLE' CUBBY

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Willagee, WA 6156
Tel: 0412 911562
E: info@canopydesigns.com.au

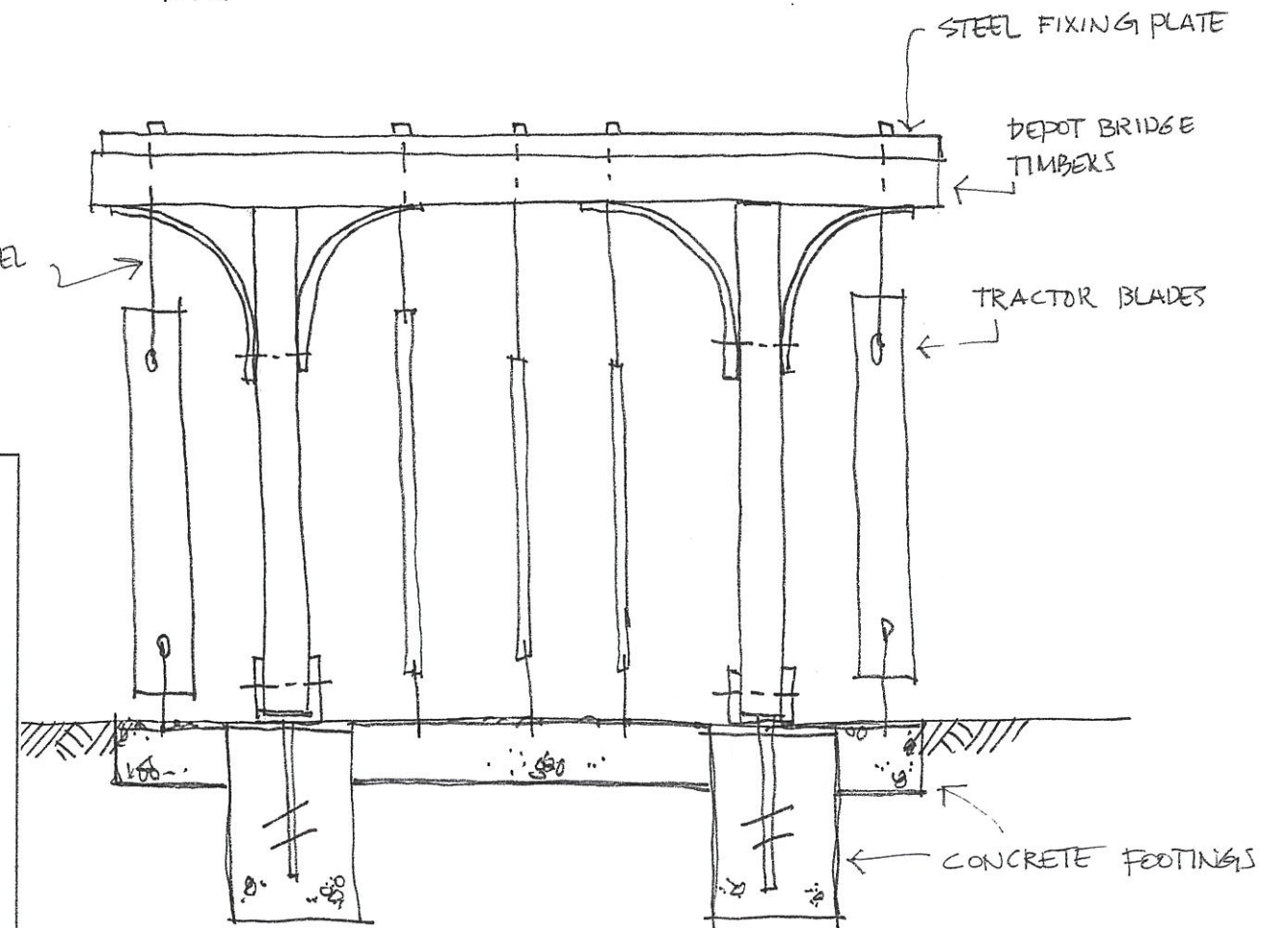
Date: July 2012 Scale: NTS
Drawing No: A05 Set No: 50F8

Project:
Kwoorabup Adventure Park, Denmark WA

Drawing: Keyhole cubby perspective



PERSPECTIVE SKETCH OF TRACTOR BLADE SOUND SCULPTURE NTS.



SECTION THRU TRACTOR BLADE SOUND SCULPTURE NTS.

Terry Farrell Architect

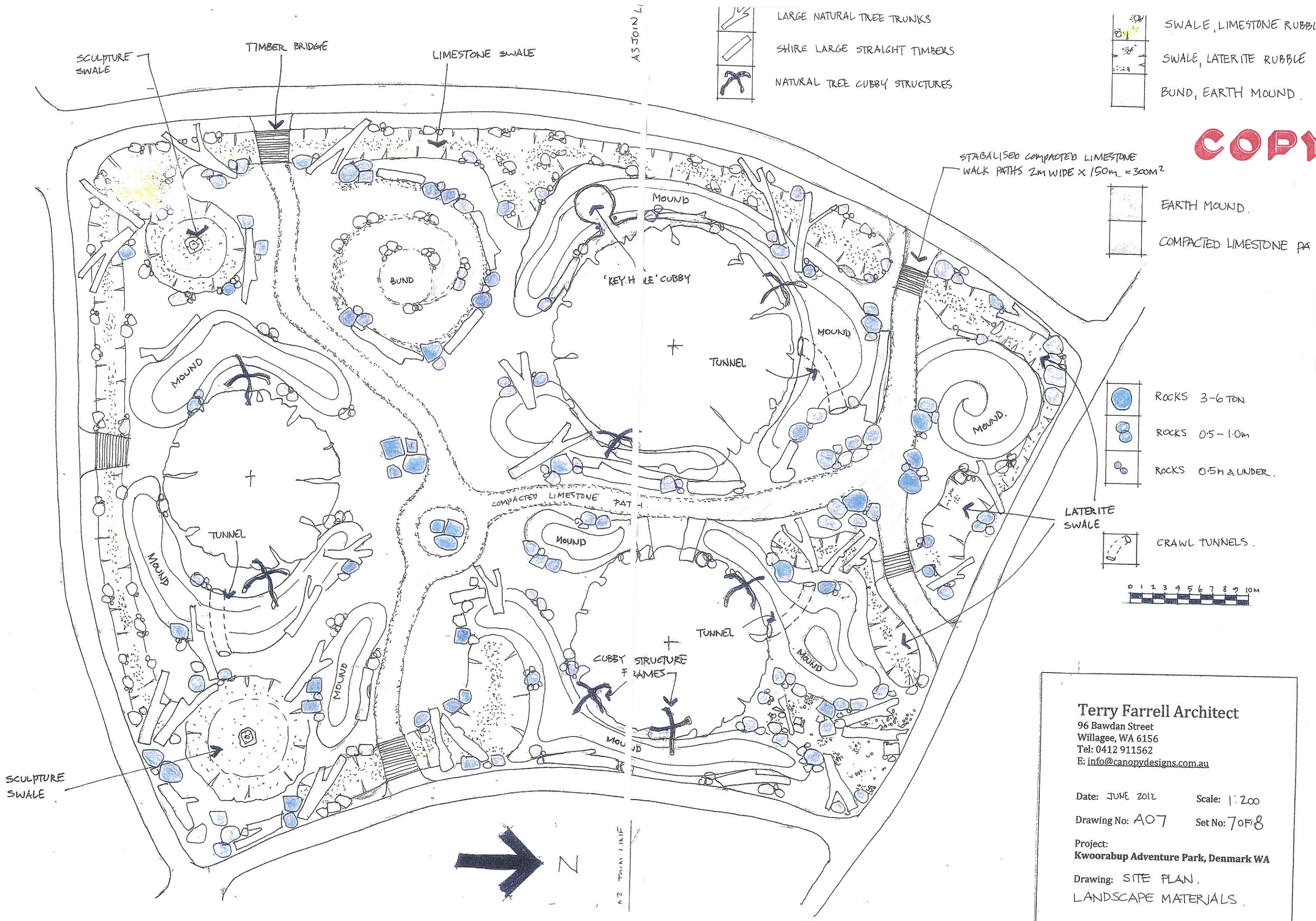
96 Bawdan Street
Willagee, WA 6156
Tel: 0412 911562
E: info@canopydesigns.com.au

Date: July 2012 Scale: NTS

Drawing No: A06 Set No:

Project:
Kwoorabup Adventure Park, Denmark WA

Drawing: Tractor blade sound sculpture



- LARGE NATURAL TREE TRUNKS
- SHIRE LARGE STRAIGHT TIMBERS
- NATURAL TREE COBBY STRUCTURES

- SWALE, LIMESTONE RUBBLE
- SWALE, LATERITE RUBBLE
- BUND, EARTH MOUND.

COPY

- EARTH MOUND.
- COMPACTED LIMESTONE PA

- ROCKS 3-6 TON
- ROCKS 0.5-1.0m
- ROCKS 0.5m & UNDER.

- LATERITE SWALE
- CRAWL TUNNELS.



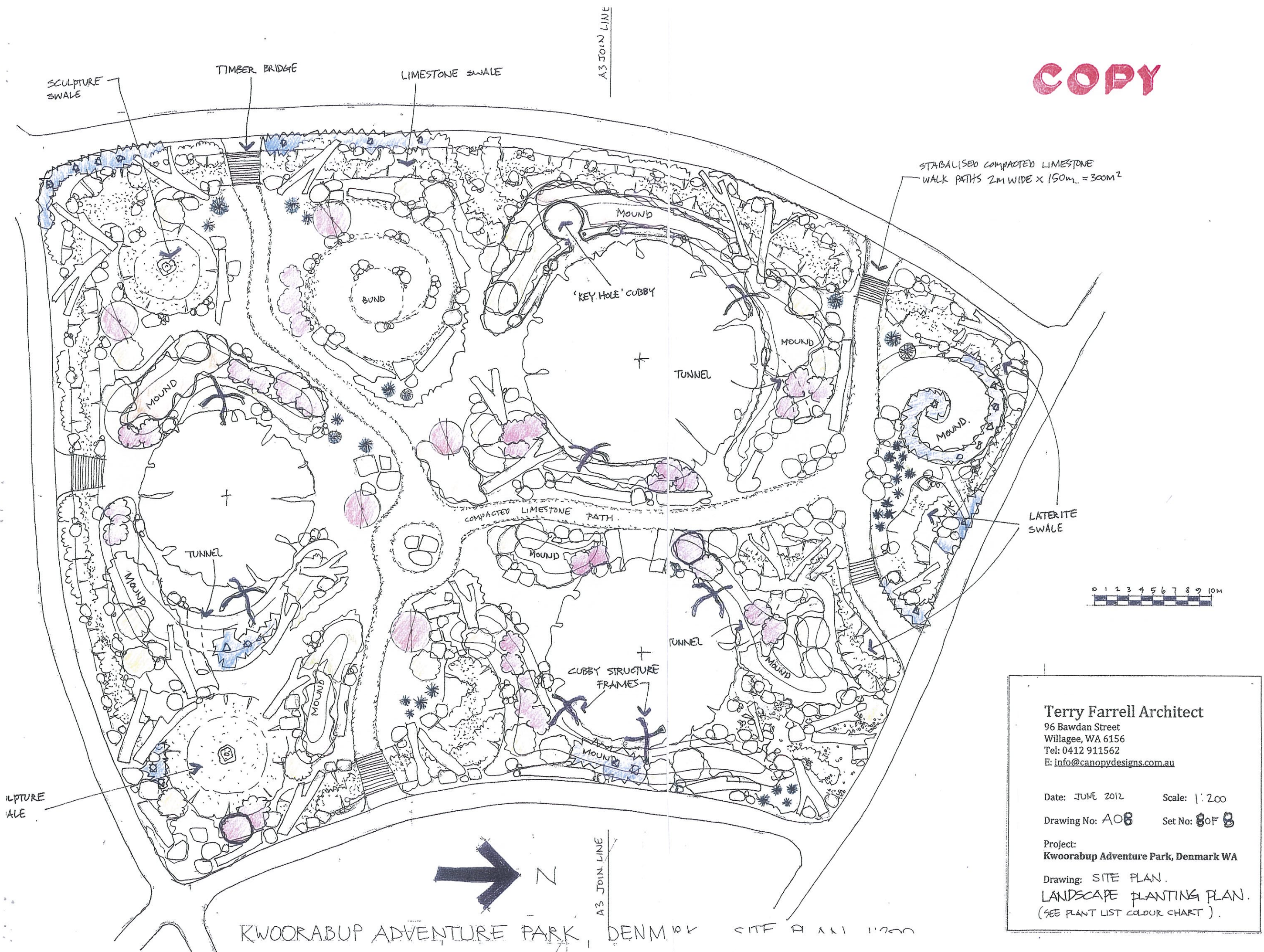
Terry Farrell Architect
 96 Bawdan Street
 Willagee, WA 6156
 Tel: 0412 911562
 E: info@canopydesigns.com.au

Date: JUNE 2012 Scale: 1:200
 Drawing No: A07 Set No: 7 OF 8

Project:
Kwoorabup Adventure Park, Denmark WA

Drawing: SITE PLAN.
 LANDSCAPE MATERIALS.

COPY



SCULPTURE SWALE

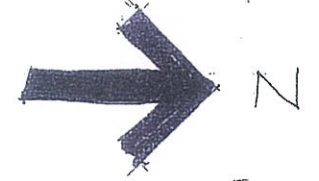
TIMBER BRIDGE

LIMESTONE SWALE

AS JOIN LINE

STABILISED COMPACTED LIMESTONE WALK PATHS 2m WIDE x 150m = 300m²

LATERITE SWALE



AS JOIN LINE

KWOORABUP ADVENTURE PARK, DENMARK WA SITE PLAN 1:200

Terry Farrell Architect

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Willagee, WA 6156
Tel: 0412 911562
E: info@canopydesigns.com.au

Date: JUNE 2012 Scale: 1:200

Drawing No: A08 Set No: 8 OF 8

Project:
Kwoorabup Adventure Park, Denmark WA

Drawing: SITE PLAN.
LANDSCAPE PLANTING PLAN.
(SEE PLANT LIST COLOUR CHART).



Shire of Denmark

Where the Forest meets the Sea – South Coast - Western Australia

FORM OF TENDER TEN.1 - 2012/2013

EARTHWORKS – KWOORABUP COMMUNITY PARK ADVENTURE PLAYGROUND

CLOSING DATE FOR SUBMISSION OF TENDER IS 20TH AUGUST 2012

The Chief Executive Officer
SHIRE OF DENMARK
953 South Coast Highway
DENMARK WA 6333

FORM OF TENDER

The Form of Tender that must be completed by the tenderer and lodged in the Shire of Denmark Tender Box as a submitted tender, comprises of the following pages **1 to 8 inclusive**. (include blank pages)

DETAILS OF THE TENDERER

The details requested in this part are intended to ascertain the structure of the Tenderer and to ensure that Council enters into a contract with the correct party in the correct way. The details provided shall form part of the Tender and Contract and **ONLY** the relevant sections applicable need to be completed fully and accurately.

01 Company Name

Registered Name of Company

.....
Trading Name of Company (if different to registered name)

.....
.....

Telephone.....Fascimile.....

02 Trading Address

For the purpose of this tender/contract including the service of notices and all other correspondence.

.....
.....
.....

03 Address of Registered Office

.....
.....

04 Details of Directors/Secretary

(Include full names, addresses, and position – ie. Director or secretary-and operational title-eg. Managing Director, Chief Executive Officer – as applicable).

.....
.....
.....
.....

Method of Trading

Sole Trader (state “Yes” if applicable).....
Partnership (state “Yes” if applicable).....
Company (state “Yes” if applicable).....

**05 Name(s)/Address(s)
Sole Trader**

Surname.....
Given Names.....
Trading Names (if different to own name)
Telephone.....Facsimile.....

**06 Partnership
Partner 1**

Surname.....
Given Names.....

Partner 2

Surname.....
Given Names.....

(Attach additional sheets if more than 2 parties are involved)
Trading Name (if different to individual names)

Telephone.....Facsimile.....
Telephone.....Facsimile.....

07 TENDER ASSESSMENT CRITERIA

The following criteria are the basis by which the tender will be assessed and a contract awarded. Please attach any additional information that may support your response.

7.1 The lump sum construction cost (adjusted for Regional Price Preference Policy).

DOLLARS _____

_____ \$.....

7.2 Demonstrated experience, reputation, capacity and resources of the tenderer in the construction and completion of similar projects.

Referee 1

Surname.....

Given Names.....

Details of previous work.....

.....

Trading Name (if different to individual names)

Telephone.....Email.....

Referee 2

Surname.....

Given Names.....

Details of previous work.....

.....

Trading Name (if different to individual names)

Telephone.....Email.....

7.3 Demonstrated commitment to completing the described works using in-kind labour from community groups.

7.4 Demonstrated ability to commence and complete construction within nominated timeframe (1 January 2012 to 30 April 2012).

I/We acknowledge by the signing and submitting this **FORM OF TENDER** that all details required to be provided by a Tenderer not endorsed on or attached to this tender, may be rejected without merits being considered.

This tender is to remain open for acceptance by the Council until a Contract has been awarded, or until the form provides notice that the tender has been withdrawn subject to conditions of this Tender. Until the **AGREEMENT** is prepared and executed, this document together with your written acceptance thereof, is to constitute a binding Contract between us.

I/We understand the Council is not bound to accept the lowest or any tender, and will not pay any expenses incurred by me/us in the preparation and submission of this tender.

I/We will, **within 5 days from the date of notification** of acceptance of this tender, execute a Contract with the Council in the terms contained within the tender documents.

I/We having examined all the tender documents and any addendum's issued for the purpose of tendering, hereby tender to undertake and complete the whole of the work required as documented by Canopy Designs (Terry Farrell) as:

EARTHWORKS – KWOORABUP COMMUNITY PARK ADVENTURE PLAYGROUND

I/We acknowledge that the Contractor is to supply, and deliver **ALL** materials, machinery, equipment, and labour as necessary (unless otherwise by mutual agreement) to complete the works as specified for the tendered value as nominated above

08 **NAME OF TENDERING COMPANY**

_____ Phone: _____

Print Contact Name: _____ Facsimile No: _____

Mobile Phone No.: _____

Dated thisday of.....20.....

08 Australian Company Number: _____

09 Australian Business Number: _____

10 **Authorised Signature**

Printed Name: _____

Position Held (Title- Must be Owner, Principal, or Director)

Signature of Witness: _____ Date: _____

OR

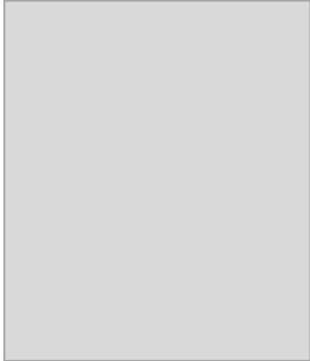
The Company **COMMON SEAL** was affixed in accordance with its Articles of Association pursuant to a resolution of the Board of Directors in the presence of

Director

Printed Name: _____

Director/Secretary

Printed Name: _____





SHIRE OF DENMARK

GUIDELINES / INSTRUCTIONS

FOR

CONTRACTORS

ENGAGED IN COUNCIL WORKS

Reviewed Annually
Last Review May 2009
Partial Review and Update July 2012

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1. FOREWORD

This set of instructions is not intended to be fully comprehensive but it does generally cover the Shire of Denmark's requirements for Contractors.

Your cooperation in the observance of these practices is a requirement of your work contract with the Shire of Denmark.

REMEMBER, SAFETY IS FOR EVERYONE'S PROTECTION. IF YOUR EMPLOYEES ARE INJURED, THEIR FAMILIES ALSO SUFFER.

2. INTRODUCTION

The guidelines contained in this set of instructions are specifically designed to conform with State Acts and Regulations, which may at any time cover contracted work performed within the Council's premises or Shire of Denmark boundaries.

If in any doubt, consult with the Council Representative in charge of the contract or works. This set of instructions is a support document with regard to the written or verbal agreement you the Contractor consented to, whilst working on Council's premises or for the Shire of Denmark.

The Shire of Denmark is a safety conscious Council and therefore expects its employees to work safely. It also expects its Contractors and their employees to conform to the same safety regulations and legislative requirements of the Occupational Safety and Health Act 1996 and Regulations.

3. GENERAL INSTRUCTIONS

3.1 ***Induction and Occupational Safety and Health Policy***

Contractors employed by the Shire of Denmark must complete or have completed the online Induction required under Section 23D of the Occupational Safety & Health Act 1984 prior to commencing any contract work. You can access the induction via our website or at www.lqiswa.com.au/contractor-induction. Only one member of your organisation need to complete this induction to comply with the regulations. The induction will cost \$9 and take approximately 1 hour to complete.

Contractors employed by the Council shall provide a copy of their Occupational Safety and Health Policy and Induction procedure.

Contractors shall be given a copy of the Council's Occupational Safety and Health Policy Statement.

Contractors are required to induct all their employees into the workplace and the safety requirements of the work to be undertaken. The Council Representative in charge will also induct certain contractors.

Any person who is known to be on Council premises for an extended period (e.g. Auditors/Contractors) will be given basic directions/procedures on:

- i) what to do in case of emergency/evacuation (e.g. fire, bomb threat)
- ii) location of first aid facility
- iii) reporting of damage, loss and personal injury

3.2 **Qualifications or Licence**

Contractors **MUST** ensure that any task requiring a qualification or licence is allocated to a person or persons who can clearly identify themselves as having such qualification or licence as required to complete the task. If designated plant is to be used, it **MUST** have a current licence from Transport, WORKSAFE WA or an eligible inspector for the operation of the machine/equipment for the task designated.

3.3 **Accident Prevention**

If you are in any doubt on a safety and health matter ASK THE COUNCIL REPRESENTATIVE IN CHARGE. Do not put yourself at risk. Please report any conditions that you consider wrong or hazardous.

ACCIDENTS DON'T HAPPEN THEY ARE CAUSED

To prevent accidents you must:

- Always be alert and observant
- Think before you act
- Consider the outcome of your actions
- Consider those working near you
- Make proper use of protective clothing and equipment
- Observe safety regulations
- Follow carefully the instructions of the Council Representative
- Keep your work area tidy
- Keep your tools and equipment in good condition
- Adopt a positive attitude to safe working
- Comply with Legislative requirements and Codes of Practice
- Have regard for the wider public and their safety

3.4 ***Fire Protection***

- Fire extinguishers, hydrants and hose reels are situated throughout Council premises. Familiarise yourself with the location of these, the type of fire they are designed to fight and their method of operation. If you do not know these points, a minor fire could become a major one.
- Report all fires immediately. If it is safe to extinguish the fire, do so.
- Fire extinguishers must be kept free of obstructions at all times.
- If you use a fire extinguisher, report it to the Council Representative in charge so that he/she can arrange a replacement.
- Fire hoses should not be used for any other purposes, however, where permission is given such hoses must be correctly dried and returned to the appropriate storage area.

REMEMBER

Carbon Dioxide (red/black band)

Used for electrical and flammable liquids.

Dry Powder (red/white band)

Used for electrical and flammable liquids.

ABE (red)

General purpose use (solids, liquids, electrical).

Water Pressure (all red)

Used for non-electrical and non-flammable liquids.

NOTE:

Fire extinguishers have about half a minute duration once activated, so ensure you are at the fire scene before activating a fire extinguisher.

3.5 ***Know the place in which you work***

Get to know the emergency procedure and communication protocols within your particular section from the Council Representative in charge.

Know where the first aid facilities are.

Do all within your control to keep your work area and the places you use in a clean and tidy condition. The job in hand is always easier to do if conditions affecting it are well controlled.

3.6 ***Traffic Control and Signs***

All Contractors and their employees must be qualified in Basic worksite traffic management. The supervisors must be qualified in Advanced worksite traffic management.

Traffic Management Plans must be submitted and approved prior to commencing any work which impacts upon or affects any part of the road reserve.

Appropriate Traffic Control road signage as required by the Road Traffic Code 2000 must be used, in accordance with Australian Standards AS1742.3-1996 and AS1742.10-2000, to protect the public and employees. **The successful contractor(s) shall be responsible for supplying, erecting and maintaining all signs for this contract in accordance with the Road Traffic Code (2000), AS1742.3-1996 and AS1742.10-2000.**

Safety and other signs are clearly posted on Shire of Denmark premises. All signs shall be observed and their advice strictly adhered to by all personnel.

If you are unsure contact the Council Representative in charge for guidance.

3.7 ***Isolation Procedures***

Construction equipment and plant which is tagged out by having a "Danger" tag or "Out of Service" tag attached to any control, switch, valve or other activator is "under no circumstances" to be energised, used or operated.

In every case: where there is any risk to a worker, the unit (and all associated drives) must be isolated in accordance with the "ISOLATION PROCEDURE".

4. **VEHICLES**

All vehicles that are subject to licensing requirements shall be licensed and must carry a minimum of third party insurance coverage.

When on Council premises, reserves or work sites:

Contractors' vehicles shall have appropriate flashing amber beacons, visible from all sides, when operating within or near the work zone.

- Contractor work vehicles are limited to the job requirements only.

- Contractors and their employees are to park private vehicles in appropriate carparks.
- All speed limits to be observed whilst travelling on Council roads and worksites.
- No vehicles are permitted in areas where identified by the Council Representative as “out of bounds”.

5. CONTRACTORS’ TOOLS AND EQUIPMENT

Contractors will provide the equipment essential to the performance by them of their contract obligations. All tools and machinery will be maintained in good working order in accordance with Worksafe WA and Shire of Denmark requirements.

The Shire of Denmark does not accept liability for the loss or damage to contractor’s equipment.

6. PUBLIC OR PRIVATE PROPERTY

Contractors shall inform themselves of service utilities plant/equipment locations above and below ground level prior to commencement of any on-site work.

Damages to any public or private property are the sole responsibility of the Contractor. Any such damages shall be reported to the Council Representative immediately.

7. EQUIPMENT DELIVERIES

Contractors are to make all arrangements for delivery, off loading and storage of equipment, etc., prior to its arrival on site with the Council Representative in charge.

The Shire of Denmark will not be responsible for off loading or delays in equipment delivery, unless prior arrangements have been made.

All delivery documents for equipment and services charged directly to the Shire of Denmark must be handed to the appropriate Council Representative to confirm receipt of same.

8. ELECTRICAL HAZARDS

All electrical work to be conducted on any Shire of Denmark site will be carried out in accordance with Western Power and Worksafe WA regulations and CASA regulations, Aerodrome Manual.

9. WELDING AND CUTTING

The Contractor shall ensure that all work requiring the use of welding, cutting, grinding or naked flames is done in accordance with Worksafe WA regulations.

All of the rules covering permits, fire watch personnel, flammable material, screening and protective equipment will be complied with by the Contractor in accordance with Worksafe WA regulations.

10. WORK SITES

Where the provision of barriers, site protection for danger areas and overhead protection is required, it will be carried out to Worksafe WA requirements. Where applicable a Traffic Management Plan may also be required to be submitted to the Council Representative.

Excavations will be discussed with the Council Representative and checks against site plans confirmed before digging will be permitted to commence.

11. OPERATING EQUIPMENT

Contractors' employees are not permitted to operate Shire of Denmark equipment.

All machinery and/or mobile equipment that is subject to license or certificates of competency will not be operated on site unless the operators have the appropriate endorsements.

12. PLANT AND MACHINERY

Locks and/or appropriate tags shall be used to isolate hazardous plant and machinery if work is to be carried out on that plant or machinery.

Do not remove any safety guards or isolation equipment without permission of the Council Representative in charge.

13. HOUSEKEEPING

All work places shall be kept in a clean and tidy condition.

14. SCAFFOLDING AND LADDERS

All scaffolds and ladders will be constructed and used in accordance with Worksafe WA regulations.

15. SAFETY HELMETS

Safety helmets must be worn in areas where designated by the Council Representative.

16. EYE SAFETY

Safety glasses must be worn in defined eye protection areas. They should also be worn whenever there is a risk of damage to eyes, eg: grinding, chipping etc.

17. FOOTWEAR

Safety boots shall be worn at all times when working around heavy plant and machinery.

18. CLOTHING

Protective clothing required by law must be worn. Such determination will be made by the Council Representative in charge, eg: Respiratory protection.

Flourescent safety vests shall be worn at all times when working on or near roadways.

19. HEARING CONSERVATION

Hearing protection such as ear muffs or ear plugs are acceptable. Contractors are to supply their employees with such devices where required.

The contractor will be required to comply with its obligations to the "Noise Control" regulations.

20. FIRST AID

It should be noted that Worksafe WA regulations require Contractors to provide their own first aid facilities and personnel (Reg. 327).

All injuries must be reported to the Council Representative in charge.

21. GAS CYLINDERS

Ensure all gas cylinders are stored and secured in a safe place and condition, and in the upright position away from heat.

22. HAZARDS

The Shire of Denmark has its own hazard identification and reporting procedure which contractors will be required to comply with.

It is essential that all workers participate in the identification of hazards and then assist with the elimination of these workplace hazards.

In every case, it is important that the workplace should not become a hazard to workers just because of poor housekeeping. Clean it up-.... Regularly!

Report any hazard to the Council Representative in charge.

23. PRACTICAL JOKES

Practical jokes and skylarking have been the cause of many “On the job” injuries and for this reason they are banned at all Shire of Denmark sites.

24. INTOXICATING LIQUOR AND DRUGS

The Contractor will not be permitted to enter the site with any intoxicating alcohol, or drugs, or at any time that he or his employees are adversely affected by alcohol or drugs.

All persons found to be under the influence of liquor or drugs, will be directed to leave the site immediately.

25. DISCIPLINARY ACTION

Any Contractor or his employee contravening the Shire of Denmark’s regulations may be required to leave the premises or work site and may be refused re-entry.

The said contract may become null and void.

26. CONFINED SPACE

Before entry to a confined space is permitted the Contractor must ensure that all the appropriate isolation procedures are carried out, as per the direction of the Council Representative in charge and in proper procedure as per the Australian Standard 2865, 1986.

27. INSURANCE

Every Contractor will carry adequate insurance coverage for:

- Workers Compensation
- Motor Vehicles and Mobile Equipment
- Public Liability
- Personal Accident (Self-employed Contractors only)
- Employees Indemnity with Common Law extension cover
- Construction Risk

The Shire of Denmark requires the name of the insurer, policy number, value of the policy and expiry date. This information is to be stated on the attached Contractor’s Safety Agreement and returned to the Shire of Denmark prior to the commencement of the contract.

- 27.1 The Contractor covenants that it shall take out and maintain insurance for all workers (as the term worker is defined in the Workers Compensation and Rehabilitation Act 1981), being all such insurance as is or may be required by the Act from time to time and the Contractor shall ensure that insurance is current throughout the duration of the Contract.
- 27.2 The Contractor is required to produce to the Council Representative a certificate of currency of insurance referred to in Clause 27.1 prior to or at any time during the term of the Contract.
- 27.3 If in the reasonable opinion of the Council Representative the insurance of the Contractor referred to in Clause 27.1 is not adequate, the Council Representative may require the Contractor to obtain and maintain further insurance. The Council Representative may terminate or suspend the operation of the Contract if the insurance of the Contractor required by Clause 27.4 is not adequate to the reasonable satisfaction of the Council Representative or if that insurance lapses, ceases, is suspended, prejudiced or is otherwise inadequate in the opinion of the Council Representative before or at any time during the Term of the Contract.
- 27.4 The Contractor covenants that it shall take out and maintain adequate public liability insurance. The absolute minimum acceptable to Council will be five million dollars (\$5,000,000).
- 27.5 The Contractor is required to produce to the Council Representative a Certificate of currency of insurance referred to in Clause 27.4 prior to or at any time during the term of this Contract.

28. INDEMNITY

In consideration of the Council accepting, the Contractor covenants to guarantee the due observance and performance of all terms and conditions expressed or implied in the Documents and also hereby indemnify the Council and agrees to keep it indemnified from and against all loss, damage, costs and expenses suffered or incurred by the Council directly or indirectly by reason of any breach or non-performance by the Contractor of any such terms and conditions on the part of the Contractor to be observed or performed or , without limiting the generality hereof, by reason of any act or omission on the part of the Contractor that leads, directly or indirectly, to the Council incurring liability to a third party on the grounds of public liability for negligence or contributory negligence, including common law claims associated with the preparation or performance of works.

The Contractor further agrees that:-

- a) This guarantee and indemnity shall continue for the duration of the Agreement and for any extension or renewal thereof and shall extend

to the acts and defaults of the Contractor during such duration, extension, renewal.

- b) The liability of the Contractor is both joint and several and the Council may proceed against the Guarantor without first having proceeded against the Contractor without affecting the liability of the Contractor as herein provided.
- c) The liability of the Contractors shall not be abrogated, prejudiced or affected by the granting of extension of time, credit or any indulgence or concession to the Contractor or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any contractual rights, duties, guarantees or indemnities on the part of the Contractor or by any omission or neglect or by any other dealing, matter or thing which but for this provision could or might operate to abrogate, prejudice or affect the guarantee or indemnity it being the intention of the parties hereto that the guarantee and/or indemnity, it being the intention that the guarantee and indemnity and obligations of the Contractor herein shall be absolute and unconditional in any and all circumstances.
- d) This guarantee and indemnity herein shall and will not be affected by any acts, omissions or mistakes on the part of the Council Representative.
- e) Until the Council shall have received in full all works/goods due from the Contractor under this Agreement, the Contractors shall be bound by this guarantee and indemnity and in the event bankrupt or entering into any scheme or arrangement in favour of creditors or, being a company, entering into liquidation either voluntarily or involuntarily, the other parties shall not be entitled to prove or claim against the official receiver or liquidator in competition with the Council so as to diminish any dividend or any payment which the Council may receive but may prove or claim for and on behalf of the Council if so authorized by the Council and any such proof or claim by or on behalf of the Council shall not prejudice or affect the right of the Council to recover from the contractors any sums of money to be made by the Contractors to the Council under this Agreement.
- f) This guarantee and indemnity is to continue to be binding upon the Covenantors notwithstanding:
 - i) the death, bankruptcy, insolvency or liquidation (as the case may be) of any or all of the Contractors;
 - ii) any change or alteration in the constitution of the Council or any Contractors; and
 - iii) the happening of any matter or thing which under the law relating to sureties would but for this provision have the effect of

releasing the Contractors from this guarantee or of discharging this guarantee and indemnity;

- g) In the event of any part of this Agreement being severed in accordance with the provisions in that behalf contained or implied in this Agreement, then the Covenantors shall not be entitled to rely on or claim the benefit of any such severance.

CONTRACTOR CHECKLIST

The Shire of Denmark requires you to comply with the Occupational Safety and Health Policy, Safety Rules and this Contractor Check List. Before commencing any work, ensure you are able to tick each of the following boxes.

Safety is for everyone's protection.

- 1 **You have provided a copy to Council, proving adequate insurance cover, for the following; Workers Compensation, Motor Vehicles and Mobile Equipment, Public Liability, Personal Accident (Self Employed Contractors only).**
- 2 *You have been provided with a copy of the Shire of Denmark's Occupational Safety and Health Policy and Safety Rules.*
- 3 *Contractors have ensured that any task requiring a qualification or license is allocated to the person or persons who can clearly, identify themselves as having such qualification or license as required to complete the task.*
- 4 *All of your workers are provided with personal protective equipment.*
- 5 *First aid kits are provided in each of your work vehicles.*
- 6 *All of your workers are instructed in the use of items found in the first aid kits.*
- 7 *All of your workers are instructed in the use of available fire fighting equipment such as extinguishers, hoses and blankets.*
- 8 *All of your workers are aware of correct road signage procedures and adequate signage is available for the work where required.*
- 9 *All work places are kept in a clean and tidy condition.*
- 10 *All of your workers are aware that they must report any accident, near misses or hazardous situations immediately.*
- 11 *All of your own equipment to be used in the performance of the contract is in a safe working order.*
- 12 *All of your workers are aware of the following statement;*

“Any contractor or their employee, contradicting the Shire of Denmark's guidelines and policy may be required to leave the premises or worksite and may be refused re-entry. The said contract may become null and void.”

PLEASE COMPLETE AND RETURN

29. CONTRACTORS SAFETY AGREEMENT

On behalf of the Contractor named below, I do confirm that a copy of the Shire of Denmark "GUIDELINES/INSTRUCTIONS FOR CONTRACTORS" booklet, summarising rules and conditions under which this contract is issued, has been given to me.

I do acknowledge that I and all persons employed by the Contractor will be required to comply with the Shire of Denmark's operating rules and that failure to do so will be sufficient grounds for cancelling the contract should the Shire of Denmark choose to exercise this option.

Contractor's Name: _____

Business Address: _____

_____ P/Code : _____

Telephone No: _____ A/Hours: _____

	YES	NO
Contractor Status: EMPLOYER	_____	_____
SOLE TRADER	_____	_____

(Please tick appropriately)

Contractor representative's signature:

_____ Date: _____

Shire of Denmark representative's signature:

_____ Date: _____

PLEASE COMPLETE AND RETURN

30. INSURANCE POLICY DECLARATION

Contractor's Name: _____

TYPE OF POLICY	INSURER	POLICY NO.	EXPIRY	VALUE
Workers Comp.				
Public Liability				
*Motor Vehicle				
Personal Sickness & Accident Insurance				
Employers Indemnity				
Construction Risk				

I, _____ hereby confirm that the above details are correct.

***NOTE: The policy must include all of the vehicles to be brought onto site by the Contractor.**

Signed: _____

Dated: _____

Contractor's documentation sighted and confirmed: _____

(Shire of Denmark Representative)

Copies of the above-stated policies must be forwarded with this declaration.